

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DEHN’S INNOVATIONS LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 3:14-CV-2139-N
	§	
CLEANBLASTOR, LLC, <i>et al.</i> ,	§	
	§	
Defendants.	§	

**DEFAULT JUDGMENT**

This Order addresses Plaintiff Dehn’s Innovations LLC’s (“Dehn’s”) motion for entry of judgment [13]. Defendants Cleanblastor LLC, Tornadoclean.com LLC, and Chris Bosua have been served, and the Clerk of Court entered default against the Defendants on October 15, 2014. By failing to respond to the complaint, Defendants admit to the well-pleaded facts contained in the complaint. *Nishimatsu Constr. Co. v. Houston Nat. Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975). The Court grants the motion and enters judgment as follows.

It is therefore ordered, adjudged, and decreed that:

1. Defendants and their parents, subsidiaries and associated companies, and the owners, officers, agents, servants, employees, heirs, successors, and assigns of any of them, and all other persons in active concert or participation with any of them who receive actual notice of this Judgment (*e.g.*, online retailers and other third party sellers), are hereby

permanently restrained and enjoined during the unexpired term of the Patents<sup>1</sup> from directly, contributorily or by inducement, making, causing to be made, using or causing to be used, selling or causing to be sold, offering for sale or causing to be offered for sale, re-selling, and importing or causing to be imported any device, apparatus, system, or process that is covered, either literally or by the doctrine of equivalents, by any claim of the Patents, including but not limited to the Accused Products<sup>2</sup> and Accused Parts<sup>3</sup>, and any colorable imitations thereof.

2. Due to the egregious nature of Defendants' conduct, the Court finds that Defendants and their parents, subsidiaries and associated companies, and the owners, officers, agents, servants, employees, heirs, successors, and assigns of any of them, and all other persons in active concert or participation with any of them who receive actual notice of this Judgment (*e.g.*, online retailers and other third party sellers), are hereby permanently restrained and enjoined, until such time that Defendants pay to Dehn all amounts owed under this Judgment in full, from directly, contributorily or by inducement, making, causing to be made, using or causing to be used, selling or causing to be sold, offering for sale or causing

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<sup>1</sup>As used in this Order, the terms "the Patents" and "Dehn's Patents" refers to United States Patent No. 8,690,077, United States Patent No. 8,480,011, and United States Patent No. 6,883,732.

<sup>2</sup>As used in this Order, the term "Accused Products" refers to identical products to the Tornador products sold by Dehn, including but not limited to the TB-020 TheBlastor tool.

<sup>3</sup>As used in this Order, the term "Accused Parts" refers to parts used to replace certain parts on Dehn's products or according to Defendants to upgrade certain parts on Dehn's products.

to be offered for sale, re-selling, and importing or causing to be imported any device, apparatus, system, or process that is covered, either literally or by the doctrine of equivalents, by any claim of the Patents or as a result of trademark infringement, including but not limited to the Accused Products and Accused Parts, and any colorable imitations thereof.

3. Defendants and their parents, subsidiaries and associated companies, and the officers, agents, servants, employees, heirs, successors, and assigns of any of them, and all other persons in active concert or participation with any of them who receive actual notice of this Judgment (e.g., distributors for Defendants, online websites, social media websites, domain name owners, etc.), are hereby permanently restrained and enjoined from:

(a) using the TORNADOR marks, the “010” or “020” product identifiers, or any colorable imitation thereof on or in connection with goods and/or services not originating with Dehn, including on Defendants’ website or any commercial websites such as ebay.com, amazon.com, or a similar type website;

(b) advertising, distributing, importing, manufacturing, offering for sale, selling or reselling any goods or services using the TORNADOR marks, the “010” or “020”<sup>4</sup> product identifiers, or any colorable imitation thereof on or in connection with goods and/or services not originating with or purchased from Dehn, including on Defendants’ website or any commercial websites such as ebay.com, amazon.com, or a similar type website;

(c) using, in connection with the advertising, offering for sale or sale of any goods,

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<sup>4</sup>“TORNADOR,” “Z-010,” which identifies Dehn’s Tornador classic product, and “Z-020” which identifies Dehn’s Tornador black product, are also referred to in this order as “the Marks” or “Dehn’s Marks.”

services and/or franchises, any false designation, description or representation stating or implying that Dehn, either separately or jointly, is the origin of, or connected with, such goods, services and/or franchises, including on Defendants' website or any commercial websites such as ebay.com, amazon.com, or a similar type website;

(d) reproducing, distributing, publicly displaying, performing, using, or relying on business materials of Dehn that Defendants obtained while previously working as a distributor on behalf of Dehn (*e.g.*, price lists, customer lists, business plans, product literature, etc.);

(e) passing off or inducing or enabling others to sell or pass-off goods, not of Dehn's manufacture or sponsorship, as and for the products of Dehn;

(f) registering and/or using any domain names worldwide that incorporate the Marks, or anything confusingly similar thereto;

(g) using social media sites (*e.g.*, Facebook, YouTube) to advertise, distribute, offer for sale, sell, or re-sell any infringing products or any products that infringe Dehn's Patents or Dehn's Marks, including, but not limited to, the Accused Products and Accused Parts;

(h) using Dehn's Marks at any tradeshow, conventions, or similar type meeting events for any of the infringing products or any products that infringer Dehn's Patents or Dehn's Marks, including, but not limited to, the Accused Products and Accused Parts;

(i) using retail websites (*e.g.*, ebay, amazon) to advertise, distribute, offer for sale, sell, or re-sell any infringing products or any products that infringe Dehn's Patents or Dehn's Marks, including, but not limited to, the Accused Products and Accused Parts;

(j) otherwise infringing upon the Marks, or other trademarks, competing unfairly with Dehn, injuring its business reputation, or diluting the distinctive quality of the Marks.

4. This case is an exceptional one, thereby entitling Dehn to costs and attorneys' fees pursuant to 15 U.S.C. § 1117 and 35 U.S.C. § 285, in the total amount of **\$45,276.32**.

5. Pursuant to 35 U.S.C. § 284, Dehn is entitled to recover damages adequate to compensate for Defendants' patent infringement, together with interest and costs, in the amount of **\$74,334.47**.

6. In the alternative to receiving patent damages, pursuant to 15 U.S.C. § 1117, Dehn is entitled to recover Defendants' profits, the damages sustained by Dehn, and/or the costs of this action, in the amount of **\$74,334.47**.

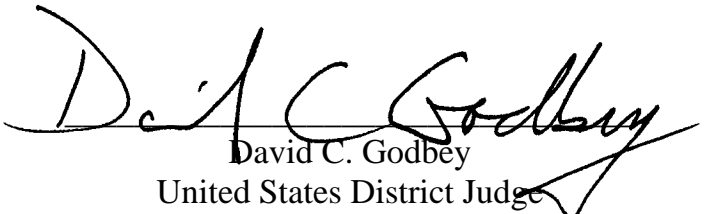
7. The Court has found that any patent damages should be trebled given the willful nature of the actions of the Defendants. Thus, the amount of \$74,334.47 for patent infringement should be trebled to **\$223,003.41**.

8. Based on the above, Defendants are hereby ordered to pay to Dehn the amount of **\$268,279.73**. Defendants are jointly and severally liable for this judgment.

9. Post-judgment interest at the rate of 0.22%.

10. All relief not expressly granted is denied. This is a final judgment.

Signed March 10, 2015.

  
David C. Godbey  
United States District Judge