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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION
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12 CISCO SYSTEMS, INC.; CISCO
13 TECHNOLOGY, INC.; and CIENA
CORPORATION,

14 Plaintiffs,

15 v.

16 WUHAN WOLON COMMUNICATION
17 TECHNOLOGY CO., LTD. and WUHAN
18 WOLON CLOUD NETWORK
COMMUNICATION TECHNOLOGY CO.,
LTD.,

19 Defendants.
20

Case No. 5:21-cv-04272-EJD

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

21 On consent of Plaintiffs Cisco Systems, Inc. and Cisco Technology, Inc. (together,
22 “Cisco”) and Plaintiff Ciena Corporation (“Ciena”) (collectively, “Plaintiffs”), and Defendants
23 Wuhan Wolon Communication Technology Co., Ltd. and Wuhan Wolon Cloud Network
24 Communication Technology Co., Ltd., (together, “Wolon”):

25 WHEREAS, on July 22, 2021, Plaintiffs filed their First Amended Complaint asserting
26 federal claims for Trademark Infringement (15 U.S.C. § 1114–1117), Dilution of Mark (15 U.S.C.
27 § 1125), and Unfair Competition (15 U.S.C. § 1125), as well as California law claims for False
28 Advertising (Cal. Bus. & Prof. Code § 17500) and Unfair Competition (Cal. Bus. & Prof. Code §

1 7200), and alleging that Wolon, without authorization from Cisco and Ciena, marketed,
2 advertised, distributed, sold, offered for sale, and otherwise used in commerce in the United States
3 counterfeit Cisco and Ciena pluggable transceiver modules and labels, all of which claims have
4 given rise to significant damages;

5 WHEREAS, Wolon now stipulates and consents to this Consent Judgment and Permanent
6 Injunction, and to its prompt entry by the Court, and in order to avoid the costs and expenses
7 related to litigation, Plaintiffs and Wolon wish to mutually release each other from certain liability
8 and claims;

9 NOW THEREFORE, upon consent of the parties hereto, and in consideration of the
10 promises, releases, representations, and warranties set forth herein, the sufficiency of which is
11 acknowledged by all parties to this Consent Judgment, it is hereby ORDERED, ADJUDGED,
12 AND DECREED:

13 1. Wolon's acts set forth in the First Amended Complaint constitute federal
14 Trademark Infringement, (15 U.S.C. § 1114–1117), Dilution of Mark (15 U.S.C. § 1125), and
15 Unfair Competition (15 U.S.C. § 1125), and violate California law for False Advertising (Cal.
16 Bus. & Prof. Code § 17500) and Unfair Competition (Cal. Bus. & Prof. Code § 7200);

17 2. As a direct and proximate result of Wolon's infringing conduct, Plaintiffs have
18 sustained substantial, immediate, and irreparable injury, and are entitled to damages and an
19 injunction pursuant to 15 U.S.C. §§ 1116-1117;

20 3. Wolon, along with its principals, agents, attorneys, members, servants, employees,
21 directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries,
22 and all other persons in active concert and participation with them, or who otherwise aid and abet
23 Wolon, are permanently enjoined from manufacturing, buying, selling, importing, marketing,
24 advertising, distributing, or in any way using in commerce any goods bearing any of the following
25 marks, or any reproduction, counterfeit, copy, colorable imitation of, or any logo, trade name, or
26 trademark confusingly similar to any of the following marks, or otherwise infringing or diluting
27 any of the following marks (the "Cisco Marks"):
28

- "CISCO" (Reg. Nos. 1,542,339; 2,498,746; 3,709,076; 3,978,294; 3,985,844; 3,990,147; 4,005,670);



- (Reg. Nos. 3,759,451).

And (the "Ciena Marks"):

- "Ciena" (Reg. Nos. 2,070,330 and 3,026,860);



4. Wolon, along with its principals, agents, attorneys, members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries, and all other persons in active concert and participation with them, or who otherwise aid and abet Wolon, are further permanently enjoined from mentioning "Cisco" and/or "Ciena" or using any of the Cisco Marks and/or Ciena Marks in its publicity, promotion, or advertising, including, without limitation, on any domain name, website, uniform resource locator (URL), internet store, or online marketplace platform, including, without limitation, Amazon and Alibaba.

5. Wolon, along with its principals, agents, attorneys, members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries, and all other persons in active concert and participation with them, or who otherwise aid and abet Wolon, are further permanently enjoined from using any logo, trade name, or trademark which may be calculated to falsely represent or which has the effect of falsely representing that the services or products of Wolon are sponsored by, authorized by, or in any way associated with Cisco and/or Ciena, or affixing, applying, annexing, or using in connection with the sale of any goods a false description or representation including words or other symbols tending to falsely describe or represent such goods as being Cisco and/or Ciena products, or engaging in any act which is likely to cause the trade, retailers, or members of the purchasing public to believe that Wolon is associated with Cisco and/or Ciena.

1 6. Wolon and its principals may not invest in, control, have any direct or indirect
2 ownership interest in, work for, lend money to, or participate in any business that violates any
3 term of this Consent Judgment.

4 7. If Wolon is found by the court to have violated the prohibitions of this Consent
5 Judgment or has failed to maintain complete records of their violations, Plaintiffs are entitled at
6 their election to liquidated damages of \$10,000 per item of counterfeit Cisco and/or Ciena product,
7 label, listing, or advertisement that Wolon advertised and/or sold (or has advertised or sold on its
8 behalf by its principals, agents, attorneys, members, servants, employees, directors, officers,
9 parents, successors, heirs, assigns, executors, representatives, and subsidiaries, and all other
10 persons in active concert and participation with them, or who otherwise aid and abet Wolon in
11 violating this Consent Judgment) that violate this Consent Judgment; or to Cisco's and/or Ciena's
12 actual, statutory, and punitive damages. Where Wolon has failed to maintain complete records of
13 its violations, all sales and/or listings by Wolon within the period of Wolon's record-keeping
14 failure shall be considered counterfeit Cisco and/or Ciena sales and/or listings in violation of this
15 Consent Judgment and shall be subject to Cisco's and/or Ciena's damages election. In any action,
16 regardless of which measure of damages Cisco and/or Ciena selects, they shall be entitled to
17 recover their attorneys' fees and investigator fees for finding and demonstrating that Wolon has
18 violated this Consent Judgment and otherwise incurred in connection with obtaining, enforcing,
19 and collecting an award of damages. All liability will be joint and several among Wolon and its
20 principals.

21 8. In addition to other remedies, including damages, for contempt of this Consent
22 Judgment, in the event of breach or violation by Wolon along with its principals, agents, attorneys,
23 members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors,
24 representatives, and subsidiaries, and all other persons in active concert and participation with
25 them, or who otherwise aid and abet Wolon in violating this Consent Judgment, Cisco and/or
26 Ciena are entitled to a preliminary and permanent injunction against the breaching conduct upon a
27 showing of a possibility of success of establishing that such a breach occurred.

28

1 9. Plaintiffs and Wolon each agree that jurisdiction and venue for an action for
2 contempt of this Consent Judgment exists in the United States District Court for the Northern
3 District of California. In such an action, Wolon shall waive any and all defenses based upon
4 personal jurisdiction, subject matter jurisdiction, and venue.

5 10. Wolon agrees to assist Plaintiffs in the prosecution of the Action. Wolon also
6 agrees to assist Plaintiffs in the prosecution of any future pleading, discovery, or action related to
7 the subject matter of the Action. Wolon further agrees to alert Plaintiffs to any future sales or
8 purchases of counterfeit Cisco and/or Ciena products in the United States of which Wolon
9 becomes aware and to assist Plaintiffs in pursuing those cases. The assistance contemplated by this
10 paragraph shall include Wolon notifying Plaintiffs about and sharing any information Wolon
11 possesses or comes to possess in the future concerning the importation, manufacturing, purchase,
12 marketing, advertisement, distribution, sale, offer for sale, or use in commerce in the United States
13 of Cisco and/or Ciena products, and Wolon's agreement, upon receipt of reasonable written notice,
14 to testify at any deposition, hearing, or trial relating to counterfeit Cisco and/or Ciena products.

15 11. Wolon hereby assigns to Plaintiffs any and all of Wolon's known and unknown,
16 suspected and unsuspected claims, demands, causes of action, damages, accounts, reckonings,
17 costs, expenses, and actions of any nature whatsoever on account of or arising out of the subject
18 matter of the Action, which Wolon now has, owns, or holds, or at any time may hereafter have,
19 own, or hold against any other defendant or non-party to the Action, or otherwise relating to
20 Wolon's importation, purchase, marketing, advertisement, distribution, sale, offer for sale, and/or
21 use in commerce in the United States of counterfeit Cisco and/or Ciena products. This includes,
22 but is in no way limited to, claims for indemnity or contribution.

23 12. This Consent Judgment is entered pursuant to Rule 58 of the Federal Rules of Civil
24 Procedure, and this Action is hereby dismissed, with prejudice, only as to Wolon, without costs or
25 attorneys' fees, save that this District Court shall retain jurisdiction over this action, including,
26 without limitation, over implementation of or disputes arising out of this Consent Judgment with
27 regard to Wolon or its principals, agents, attorneys, members, servants, employees, directors,
28 officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries. Plaintiffs,



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