

1 DANIEL S. ALDERMAN (SBN: 124133)

[dalderman@ahcalaw.com](mailto:dalderman@ahcalaw.com)

2 ALLISON R. HILGERS (SBN: 228862)

[ahilgers@ahcalaw.com](mailto:ahilgers@ahcalaw.com)

3 **ALDERMAN & HILGERS, LLP**

888 South Figueroa Street, 16<sup>TH</sup> Floor

4 Los Angeles, California 90017

5 Telephone: (213) 992-8206

Facsimile: (213) 992-3272

6 Attorneys for Plaintiff, SPORTSPOWER LTD

7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 SPORTSPOWER, LTD., a Hong Kong  
11 corporation,

12 Plaintiff,

13 v.

14 HAYNEEDLE, INC.; DOES 1-10,

15 Defendants.  
16  
17

) **CASE NO: CV 14-01355 ODW (PJWx)**

) **ORDER PURSUANT TO**  
) **STIPULATION TO ENJOIN ACTIVITY**  
) **[ 46 ]**

18 **IT IS HEREBY ORDERED:**

19  
20 1. That defendant Hayneedle shall be permanently enjoined from manufacturing,  
21 importing, distributing, using or selling the swing set with trampoline, referenced as item number  
22 HN-SPW007, or any other trampoline swingset that allegedly infringes U. S. Patent No.  
23 7,909,738 (the “patent”) or plaintiff Sportspower’s trade dress in the Sportspower Jump ‘N  
24 Swing trampoline swingset as sold on January 1, 2015 (the “trade dress”).

25 2. That defendant Hayneedle will not sell a swingset with an attached trampoline for the  
26 term of the patent unless such item is purchased from Sportspower.  
27  
28

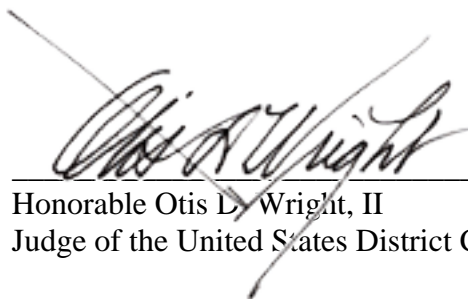
1           3. That defendant Hayneedle will remove, within 30 days after entry of a Dismissal with  
2 Prejudice by the Court, all advertising and marketing material based on the HN-SPW007 product  
3 from all advertising and marketing channels under Hayneedle's control including but not limited  
4 to the Hayneedle.com website and the Hayneedle YouTube video put out by defendant  
5 Hayneedle.  
6

7           4. That defendant Hayneedle withdraws its opposition to plaintiff Sportspower's claim  
8 construction and agrees not to oppose plaintiff Sportspower's claim construction in this case.

9           This order is pursuant to a stipulation by the parties and contingent on the parties signing  
10 a settlement agreement and release and upon the case being dismissed in its entirety.

11           IT IS SO ORDERED.

12  
13  
14 Dated: February 11, 2015

  
\_\_\_\_\_  
Honorable Otis L. Wright, II  
Judge of the United States District Court