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6 Attorneys for Defendant,
 7 BRYBRADAN, INC. dba MISTIC PRODUCTS

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

11 INDIO PRODUCTS, INC., a
 12 California Corporation,
 13 Plaintiff,
 14 vs.
 15 BRYBRADAN, INC., a California
 16 corporation, doing business as
 MISTIC PRODUCTS, and DOES 1
 17 through 20, inclusive,
 18 Defendants.

CASE NO. 2:16-cv-05067-BRO-E
 [Hon. Beverly Reid O’Connell]
 ORDER ON
**STIPULATION OF DISMISSAL
 WITH PREJUDICE**
 [Fed.R.Civ.P. 41(a)(1)(A)(ii)]

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STIPULATION OF DISMISSAL WITH PREJUDICE

WHEREAS, on or about July 11, 2016, Plaintiff Indio Products, Inc. (“Indio”) commenced this case against Brybradan, Inc. dba Mystic Products (“Brybradan”) for copyright infringement, trademark infringement, and related causes of action;

WHEREAS, the operative pleadings in the case are Indio’s First Amended Complaint (Docket Nos. 19, 19-1, 19-2), Brybradan’s Answer, Affirmative Defenses, and Counterclaims (Docket Nos. 29, 29-1, 29-2), and Indio’s Answer to Brybradan’s Counterclaims (Docket No. 33);

WHEREAS, the parties conducted limited discovery in this matter, but no dispositive rulings by the Court or a trial on the merits occurred;

WHEREAS, the parties have settled this matter and now desire to dismiss this matter in its entirety, with prejudice, with each party bearing its own respective attorneys’ fees, costs, and expenses, and with the parties hereby requesting that the Court retain jurisdiction over this matter for purposes of enforcing any breach of the settlement agreement; and,

WHEREAS, in the event of any alleged breach of the settlement agreement, the parties will make initial, reasonable, good faith efforts to resolve any such disputes without the need for court intervention.

NOW THEREFORE, Plaintiff and Defendant, by and through their respective counsel of record, hereby stipulate and agree that:

- (1) This action shall be dismissed in its entirety, with prejudice;
- (2) Each party shall bear its own attorneys’ fees, costs, and expenses;
- (3) The Court shall retain jurisdiction over this matter for purposes of enforcing any breach of the settlement agreement; and,

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1 (4) The parties shall engage in initial, reasonable, good faith efforts to
2 resolve any alleged breaches of the settlement agreement prior to filing any action
3 to resolve any such disputes.

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5 **IT IS SO STIPULATED.**

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7 **CISLO & THOMAS LLP**

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9 **COHEN LAW,
A PROFESSIONAL LAW CORP.**

10 /s/Mark D. Nielsen
11 Mark D. Nielsen
12 Daniel M. Cislo

13 /s/Amy M. Cohen (with permission)
14 Amy M. Cohen

15 Attorneys for Defendant,
16 BRYBRADAN, INC. dba MISTIC
17 PRODUCTS

18 Attorneys for Plaintiff,
19 INDIO PRODUCTS, INC.

20 Dated: July 5, 2017

21 Dated: July 5, 2017

22 \\srv-DB\TMDOCS\16-31999\Stipulation of Dismissal with Prejudice docx

23 **IT IS SO ORDERED.**

24 DATED: July 10, 2017

25 
26 UNITED STATES DISTRICT JUDGE