

1 Jeffrey G. Sheldon (SBN 67516)
 2 jsheldon@cislo.com
 Katherine M. Bond (SBN 263020)
 3 kbond@cislo.com
CISLO & THOMAS LLP
 4 12100 Wilshire Blvd., Ste. 1700
 5 Los Angeles, California 90025
 Telephone: (310) 979-9190
 6 Facsimile: (310) 394-4477
 7
 Attorneys for Plaintiff
 8 Eqyss Grooming Products, Inc.

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**
 12 **WESTERN DIVISION**

14 EQYSS GROOMING PRODUCTS,
 15 INC., a California corporation,

16 Plaintiff,

17 v.

18 GROOMY U.S.A. LTD. an Illinois
 19 corporation, SWESCO HOLDING
 20 GMBH, a Swiss company, PURRFECT
 PAWS GROOMING, a business entity
 21 form unknown, and DOES 1-10,
 inclusive,

22 Defendants.
 23

Case No.: 2:17-cv-00372-BRO-AJW
HON. BEVERLY REID O’CONNELL
JUDGMENT AND PERMANENT
INJUNCTION

24
 25 Upon consideration of Plaintiff Eqyss Grooming Product Inc.’s (“Eqyss” or
 26 “Plaintiff”), Motion for Entry of Default Judgment in regards to Defendants
 27 Groomy U.S.A. Ltd. (“Groomy”), and Purrfect Paws Grooming (“Purrfect Paws”)
 28 (hereinafter collectively referred to as “Defendants”), hereby finds that the

1 Defendants are subject to the jurisdiction of this Court, that service was properly
2 conducted, that the Defendants failed to answer or otherwise respond to the
3 Complaint within the time permitted by the law, that the Defendants have failed to
4 challenge in any way Plaintiff's allegations of trademark infringement or the
5 validity or enforceability of the trademark in suit, that they have not properly
6 explained their failure to respond or otherwise appear, and that the Plaintiff's
7 request for the entry of a default judgment should be GRANTED in an order dated
8 September 11, 2017 (Docket No. 27).

9 Therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,
10 THAT judgment should be, and it hereby is, entered in favor of Plaintiff against
11 Defendants Groomy and Purrfect Paws.

12 The Court further finds that the Defendants should be permanently enjoined
13 from committing any act that infringes the PET ME Mark or any other term that
14 contains the term "PET ME" or any phonetic equivalent of that mark in connection
15 with the sale of animal or pet grooming products and/or services. Therefore, IT IS
16 FURTHER ORDERED, ADJUDGED, AND DECREED, THAT Defendant
17 Groomy and Defendant Purrfect Paws together with all of their parents,
18 subsidiaries, affiliates, agents, successors and assigns, and all those acting in
19 concert or participation with them are hereby permanently enjoined from including
20 but not limited to:

- 21 (a) Using any brand or designation that makes use of the term "PET
22 ME" or any permutation of that term, whether alone or in
23 combination with other words, characters or symbols in connection
24 with the sales, offer for sale, promotion or advertising of any
25 products and/or services that are the same as, or are related to,
26 Eqyss' goods, including pet or animal grooming brushes;
- 27 (b) Instructing or directing any third parties to prepare print or
28 electronic advertising or flyers bearing the term "PET ME" or any

1 permutation of that term, whether alone or in combination with
2 other words, characters or symbols in connection with the sales,
3 offer for sale, promotion or advertising of any products and/or
4 services that are the same as, or are related to, Eqyss' goods,
5 including pet or animal grooming brushes;

6 (c) Instructing or directing any third parties to prepare containers,
7 labels or packaging bearing the term "PET ME" or any
8 permutation of that term, whether alone or in combination with
9 other words, characters or symbols in connection with the sales,
10 offer for sale, promotion or advertising of any products and/or
11 services that are the same as, or are related to, Eqyss' goods,
12 including pet or animal grooming brushes;

13 (d) Imitating, copying or making unauthorized use of, or otherwise
14 infringing Plaintiff's rights in and to the PET ME Mark; and

15 (e) Defendants are further directed to turn over to Plaintiff any and all
16 products in their possession, custody and control all products,
17 labels, boxes, signs, prints, packages, wrappers, and artwork
18 bearing or intended to bear the term "PET ME" or any permutation
19 of that term, whether alone or in combination with other words,
20 characters or symbols.

21 Pursuant to 15 U.S.C §1117, IT IS HEREBY FURTHER ORDERED,
22 ADJUDGED, AND DECREED, THAT Plaintiff is awarded attorneys' fees in the
23 amount of \$7,600.00 against Defendants Groomy and Purrfect Paws.

24
25 IT IS SO ORDERED.

26 DATED: September 14, 2017



27 HON. BEVERLY REID O'CONNELL
28 United States District Judge