The Greater Los Ar	geles Softball Association v. Ryan		Doc 64
1 2			
3		Note Changes	s by Court
4			
5			
6			
7			
8			
9	UNITED STATES DISTRICT COURT		
10	CENTRAL DISTRICT OF CALIFORNIA		
11	THE GREATER LOS ANGELES SOFTBALL ASSOCIATION, a California non-profit corporation,	Case No.: 2:17-cv-044	04-JFW-PJW
12	California non-profit corporation,	The Hon. John F. Walter	
13	Plaintiff,	PRELIMINARY INJ	UNCTION
14	V.		
15	ERIC RYAN, an individual, and DOES 1 through 10, inclusive,		
17	Defendants.	Complaint Filed: Trial Date:	June 14, 2017 Not Yet Set
18	Defendants.		
19	AND RELATED CROSS-CLAIMS		
20		l	
21			
22			
23			
24			
25			
26			
27			
28			
		PRE	CLIMINARY INJUNCTION
			Dockets.Justia.com

PRELIMINARY INJUNCTION

For the reasons set forth in the Court's Order Granting Plaintiff's Motion For Preliminary Injunction, dated September 21, 2017 [Docket No. 57], the Court enters the following Preliminary Injunction, and hereby ORDERS as follows:

Who Is Enjoined?

This Preliminary Injunction applies to (i) Defendant Eric Ryan; (ii) any of his agents, servants, employees, and attorneys; and (iii) any other person who is in active concert or participation with either Eric Ryan or any of his agents, servants, employees, and attorneys (the "Enjoined Parties").

What Acts Are Enjoined?

(1) The Enjoined Parties hereby must refrain from using the Sin City Shootout name, logo or any other associated mark or term. The Sin City name includes, without limitation, "Sin City Shootout," "Sin City Sports Festival," "Sin City Sports," and any other similar combination of words or phrases (the "Name"). The relevant logos include the following three logos, and any logo or image that is similar to these logos (the "Logo"), except such aspect of the logo that is in the public domain.







(2) The Enjoined Parties also hereby must refrain from engaging in any acts of infringement, unfair competition, false advertising, false designation of origin, passing off, or unlawful and unfair and fraudulent business practices through the use of the Name or Logo (as those terms are defined above).

1	(3) For clarity, based on the foregoing, without limitation, the following			
2	acts are specifically prohibited:			
3	(i) Using the Name or Logo (as those terms are defined above) in			
4	connection with the presentation of or advertisement for any event, or in any			
5	communication in any form with third parties;			
6	(ii) Using the Name or Logo (as those terms are defined above) on			
7	any website, including, without limitation, the website at www.sincityshootout.com;			
8	(iii) Using the Name or Logo (as those terms are defined above) to			
9	enter into any contract on or after September 21, 2017, the date the Court granted			
10	GLASA's Motion for Preliminary Injunction.			
11	Time Period			
12	This Preliminary Injunction will remain in force and effect until this Court			
13	3 enters an order terminating it.			
14	Bond			
15	GLASA shall post a bond in the amount of \$75,000 within two business days			
16	of the Court's entering of this Preliminary Injunction. To the extent GLASA is			
17	unable to post a bond within this period, the Preliminary Injunction will be			
18	unenforceable until such time that GLASA posts the required bond.			
19				
20	Dated: October 3, 2017			
21	HON. JOHN F. WALTER			
22	UNITED STATES DISTRICT COURT JUDGE			
23				
24				
25				
26				
27				

28