Wm. Wrigley Jr. Company v. Roberto Conde et al

Wm. Wrigley Jr. C	pmpany v. Roberto Conde et al	Dod.				
Case 5	21-cv-00777-JWH-SHK Document 104 File	d 01/17/23 Page 1 of 29 Page ID #:1274				
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8	LINITED STATES	DISTRICT COURT				
	UNITED STATES DISTRICT COURT					
9	CENTRAL DISTRICT OF CALIFORNIA					
10	WM. WRIGLEY JR. COMPANY, a Delaware corporation; and MARS,	Case No.: 5:21-cv-00777 JWH (SHKx)				
11	INCORPORATED, a Delaware corporation,					
12	Plaintiffs,	FINAL JUDGMENT BY CONSENT UNDER RULE 54(b)				
13	V.	INCLUDING PERMANENT INJUNCTIVE RELIEF AS TO				
14	ROBERTO CONDE d/b/a	DEFENDANT YAUHENIYA LIS D/B/A GASBUDS				
15	2020EDIBLEZ, an individual; JOEL LEDESMA d/b/a INLAND EMPIRE					
16	420 SUPPLY, an individual; JESSICA					
17						
18	an individual; YAUHENIYA LIS d/b/a GASBUDS, an individual; EDWARD AWAD d/b/a CANNABIS 420					
19	AWAD d/b/a CANNABIS 420 SUPPLY, an individual; GREEN RUSH					
20	SUPPLY, an individual; GREEN RUSH EXTRACTS LLC, a California limited liability company; MARCO BURGOS d/b/a 2020EDIBLEZ, an individual; and					
21	d/b/a 2020EDIBLEZ, an individual; and DOES 4 through 10,					
22	Defendants.					
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Loeb & Loeb A Limited Liability Partnership Including Professional		FINAL JUDGMENT BY CONSENT RE: LIS D/B/A GASBUDS				
Corporations		Dockets.Justia.				

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This matter having come before the Court for the entry of Final Judgment by 1 2 Consent Under Rule 54(b) Including Permanent Injunctive Relief as to Defendant 3 Yauheniya Lis d/b/a GasBuds ("Lis"), with the consent of plaintiffs Wm. Wrigley Jr. Company ("Wrigley") and Mars, Incorporated ("Mars," and, together with 4 5 Wrigley, "Plaintiffs") and Lis (Plaintiffs and Lis are collectively referred to herein 6 as the "Parties," and each individually as a "Party"), in accordance with Rule 54(b) 7 of the Federal Rules of Civil Procedure, it is ORDERED, ADJUDGED, and **DECREED** as follows: 8

9 1. Lis has been properly served and consents to the Court exercising
10 personal jurisdiction over her. Lis waives all defenses of lack of jurisdiction over
11 her person, improper venue, insufficiency of process, and insufficiency of service of
12 process.

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This Court has subject matter jurisdiction over this action.

3. The Parties agree to submit to the jurisdiction of this Court to enforce
the provisions of this Final Judgment by Consent Under Rule 54(b) Including
Permanent Injunctive Relief as to Defendant Yauheniya Lis d/b/a GasBuds (the
"Final Judgment by Consent") worldwide.

4. Plaintiff Wrigley is a Delaware corporation with its principal place of
business at 1132 West Blackhawk Street, Chicago, Illinois 60642.

20 5. Plaintiff Mars is a Delaware corporation with its principal place of
21 business at 6885 Elm Street, McLean, Virginia 22101.

6. Defendant Lis is an individual residing in Los Angeles County,
California and has at all relevant times participated in the complained of activities
by the business known as GasBuds, which has conducted its operations through the
website located at https://www.gasbuds.com/.

7. Wrigley is a recognized global leader in confections and, together with
its affiliates, offers a wide range of product offerings including gum, mints, and
candies. Wrigley markets products under dozens of well-known, distinctive, and

famous brands, including SKITTLES®, STARBURST®, LIFE SAVERS®, DOUBLEMINT®, and JUICY FRUIT®, to name a few.

8. Wrigley and its predecessors have long marketed candy and related products under the famous SKITTLES® mark and trade dress, which features, among other things, the word mark SKITTLES® in white block lettering, distinctive rainbow designs, distinctive candy-coated lentils with an "S" imprinted thereon, and a cascade design of these candy lentils (hereinafter referred to as the "Skittles Trade Dress"), examples of which are shown below:





9. For 50 years, Wrigley and its predecessors-in-interest have 9 continuously used the SKITTLES® mark to advertise, promote, and sell candy 10 throughout the United States.

Wrigley has earned billions of dollars in revenues from the sale of 10. 12 SKITTLES® candy in the United States. Many millions of people throughout the 13 country have purchased or consumed SKITTLES® candy. In fact, SKITTLES® 14 candy has been the best-selling non-chocolate candy in the United States for years. 15

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11. Wrigley has invested many millions of dollars to promote SKITTLES® candy. Wrigley's advertisements and commercials for SKITTLES® have been seen 17 by many millions of people nationwide. Wrigley advertises SKITTLES® candy 18 during the Super Bowl and other highly watched events. 19

12. Based on the wide-spread and long-standing use and recognition of the 20 SKITTLES® brand, Wrigley enjoys extensive trademark rights in the SKITTLES® 21 mark and the Skittles Trade Dress. 22

13. Wrigley owns numerous federal registrations for its SKITTLES® mark 23 and the Skittles Trade Dress, including, but not limited to, U.S. Reg. Nos. 24 1,221,105; 2,535,714; 4,377,303; and 4,983,664 (such federal registrations, 25 collectively with the common law trademark rights in the SKITTLES® mark and 26 Skittles Trade Dress, are hereinafter referred to as the "SKITTLES® Mark and 27 Trade Dress"). 28

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Similarly, Wrigley and its predecessors have long marketed candy and 14. 1 2 related products under the famous STARBURST® mark and trade dress, which 3 features, among other things, the word mark STARBURST® in stylized lettering and distinctive wrappers with an "S" imprinted thereon (hereinafter referred to as 4 5 the "Starburst Trade Dress"), examples of which are shown below:



20continuously used the STARBURST® mark to advertise, promote, and sell candy throughout the United States. 22

16. Wrigley has earned billions of dollars in revenue from the sale of 23 STARBURST® candy in the United States. Many millions of people throughout 24 the country have purchased or consumed STARBURST® candy. 25

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Wrigley has invested many millions of dollars to promote 17. 26 STARBURST® candy. Wrigley's advertisements and commercials for 27 STARBURST® have been seen by many millions of people nationwide. 28

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18. Based on the wide-spread and long-standing use and recognition of the
 STARBURST® brand, Wrigley enjoys extensive trademark rights in the
 STARBURST® mark and the Starburst Trade Dress.

Wrigley owns numerous federal registrations for its STARBURST®
mark and trade dress, including, but not limited to, U.S. Reg. Nos. 1,000,007;
1,545,544; 4,179,436; 4,268,392; and 4,625,960 (such federal registrations,
collectively with the common law trademark rights in the STARBURST® mark and
Starburst Trade Dress, are hereinafter referred to as the "STARBURST® Mark and
Trade Dress").

20. Additionally, Wrigley and its predecessors have long marketed candy
and related products under the famous LIFE SAVERS® mark and trade dress,
which features, among other things, the word mark LIFE SAVERS® in stylized
lettering and distinctive circular candies with "LIFE SAVERS" imprinted thereon
(hereinafter referred to as the "Life Savers Trade Dress"). An example of LIFE
SAVERS® packaging is shown below:



21. For 50 years, Wrigley and its predecessors-in-interest have continuously used the LIFE SAVERS<sup>®</sup> mark to advertise, promote, and sell candy throughout the United States. 3

Wrigley has earned billions of dollars in revenue from the sale of LIFE 4 22. 5 SAVERS® candy in the United States. Many millions of people throughout the 6 country have purchased or consumed LIFE SAVERS® candy.

7 Wrigley has invested many millions of dollars to promote LIFE 23. SAVERS® candy. Wrigley's advertisements and commercials for LIFE SAVERS® 8 9 have been seen by many millions of people nationwide.

Based on the wide-spread and long-standing use and recognition of the 10 24. LIFE SAVERS® brand, Wrigley enjoys extensive trademark rights in the LIFE 11 12 SAVERS® mark and the Life Savers Trade Dress.

13 25. Wrigley owns numerous federal registrations for its LIFE SAVERS® 14 mark and trade dress, including, but not limited to, U.S. Reg. Nos. 115,895; 236,694; 1,130,067; 2,358,709; 4,214,036; and 4,769,489 (such federal registrations 15 16 collectively with the common law trademark rights in the LIFE SAVERS® mark and Life Savers Trade Dress, are hereinafter referred to as the "LIFE SAVERS® 17 Mark and Trade Dress"). 18

19 26. Mars is a recognized global leader in chocolates, confections, and other 20 food products. Mars offers a wide range of product offerings, including chocolate bars, under dozens of well-known, distinctive, and famous brands, including 21 22 SNICKERS®, 3 MUSKETEERS®, MILKY WAY®, M&M'S®, and TWIX®, to name a few. 23

24 27. Mars has long marketed candy and related products under the famous 25 SNICKERS® mark and trade dress, which features, among other things, the word mark SNICKERS® in blue block lettering in a parallelogram outlined in red 26 (hereinafter referred to as the "Snickers Trade Dress"), examples of which are 27 28 shown below:

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For almost 100 years, Mars has continuously used the SNICKERS® 28. mark to advertise, promote, and sell chocolate bars throughout the United States.

Mars has earned billions of dollars in revenues from the sale of 29. 24 SNICKERS® candy and other SNICKERS® branded products in the United States. Many millions of people throughout the country have purchased or consumed 26 SNICKERS® candy and other SNICKERS® branded products. In fact, the

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SNICKERS® chocolate bar has been one of the best-selling chocolate bars in the
 United States for years.

30. Mars has invested many millions of dollars to promote SNICKERS®
4 candy. Mars' advertisements and commercials for SNICKERS® have been seen by
5 many millions of people nationwide. Mars has advertised SNICKERS® candy
6 during the Super Bowl and other highly watched events.

7 31. Based on the wide-spread and long-standing use and recognition of the
8 SNICKERS® brand, Mars enjoys extensive trademark rights in the SNICKERS®
9 mark and the Snickers Trade Dress.

Mars owns numerous federal registrations for its SNICKERS® mark,
parallelogram design, and chocolate bar design, including, but not limited to, U.S.
Reg. Nos. 239,311; 1,270,149; 1,563,583; 1,593,286; 2,061,849; 2,082,946;
2,104,555; 2,911,432; 3,063,755; 3,120,788; 5,047,574; 6,465,002; and 6,480,397
(such federal registrations, collectively with the common law trademark rights in the
SNICKERS® mark and Snickers Trade Dress, are hereinafter referred to as the
"SNICKERS® Mark and Trade Dress").

33. Similarly, Mars has long marketed candy and related products under
the famous 3 MUSKETEERS® mark and trade dress, which features, among other
things, the word mark 3 MUSKETEERS® in stylized red lettering outlined in blue
and the number 3 inside a blue shield design (hereinafter referred to as the "3
Musketeers Trade Dress"), an example of which is shown below:



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34. For 90 years, Mars has continuously used the 3 MUSKETEERS® mark to advertise, promote, and sell chocolate bars throughout the United States.

3 35. Mars has earned millions of dollars in revenues from the sale of 3
MUSKETEERS® candy in the United States. Many millions of people throughout
the country have purchased or consumed 3 MUSKETEERS® chocolate products.
In fact, the 3 MUSKETEERS® chocolate bar has been a popular chocolate bar in
the United States for years.

8 36. Mars has invested many millions of dollars to promote 3
9 MUSKETEERS® candy. Mars' advertisements and commercials for 3
10 MUSKETEERS® have been seen by many millions of people nationwide.

37. Based on the wide-spread and long-standing use and recognition of the
3 MUSKETEERS® brand, Mars enjoys extensive trademark rights in the 3
MUSKETEERS® mark and the 3 Musketeers Trade Dress.

Mars owns federal registrations for its 3 MUSKETEERS® mark and
the 3-shield design, including, but not limited to, U.S. Reg. Nos. 1,272,036;
1,683,918; 2,675,569; 3,338,622; and 5,596,164 (such federal registrations,
collectively with the common law trademark rights in the 3 MUSKETEERS® mark
and 3 Musketeers Trade Dress, are hereinafter referred to as the "3
MUSKETEERS® Mark and Trade Dress").

39. Additionally, Mars has long marketed candy and related products under
the famous MILKY WAY® mark and trade dress, which features, among other
things, the word mark MILKY WAY® in stylized lettering on a swirled ellipse
design (hereinafter referred to as the "Milky Way Trade Dress"), examples of which
are shown below:

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40. For 100 years, Mars has continuously used the MILKY WAY® mark
to advertise, promote, and sell chocolate bars throughout the United States.

41. Mars has earned millions of dollars in revenues from the sale of
MILKY WAY® candy and other MILKY WAY® branded products in the United
States. Many millions of people throughout the country have purchased or
consumed MILKY WAY® candy. In fact, the MILKY WAY® chocolate bar has
been a popular chocolate bar in the United States for years.

42. Mars has invested many millions of dollars to promote MILKY
WAY® candy. Mars' advertisements and commercials for MILKY WAY® have
been seen by many millions of people nationwide.

43. Based on the wide-spread and long-standing use and recognition of the
MILKY WAY® brand, Mars enjoys extensive trademark rights in the MILKY
WAY® mark and the Milky Way Trade Dress.

44. Mars owns numerous federal registrations for its MILKY WAY®
mark, including, but not limited to, U.S. Reg. Nos. 1,161,203; 1,272,034; 1,508,474;

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 1,533,492; 2,316,816; 2,335,708; 2,430,868; 2,498,018; 2,514,593; and 4,535,789
 (such federal registrations, collectively with the common law trademark rights in the MILKY WAY® mark and Milky Way Trade Dress, are hereinafter referred to as the "MILKY WAY® Mark and Trade Dress").

5 45. Each of the above-referenced trademark registrations are valid, 6 subsisting, and in full force under 15 U.S.C. § 1065, and, together with Plaintiffs' 7 extensive common law rights, make the SKITTLES® Mark and Trade Dress, 8 STARBURST® Mark and Trade Dress, and LIFE SAVERS® Mark and Trade 9 Dress (collectively, the "Wrigley Trademarks"), and the SNICKERS® Mark and Trade Dress, 3 MUSKETEERS® Mark and Trade Dress, and MILKY WAY® Mark 10 11 and Trade Dress (collectively, the "Mars Trademarks" and, together with the 12 Wrigley Trademarks, the "Subject Trademarks") valuable assets owned by 13 Plaintiffs.

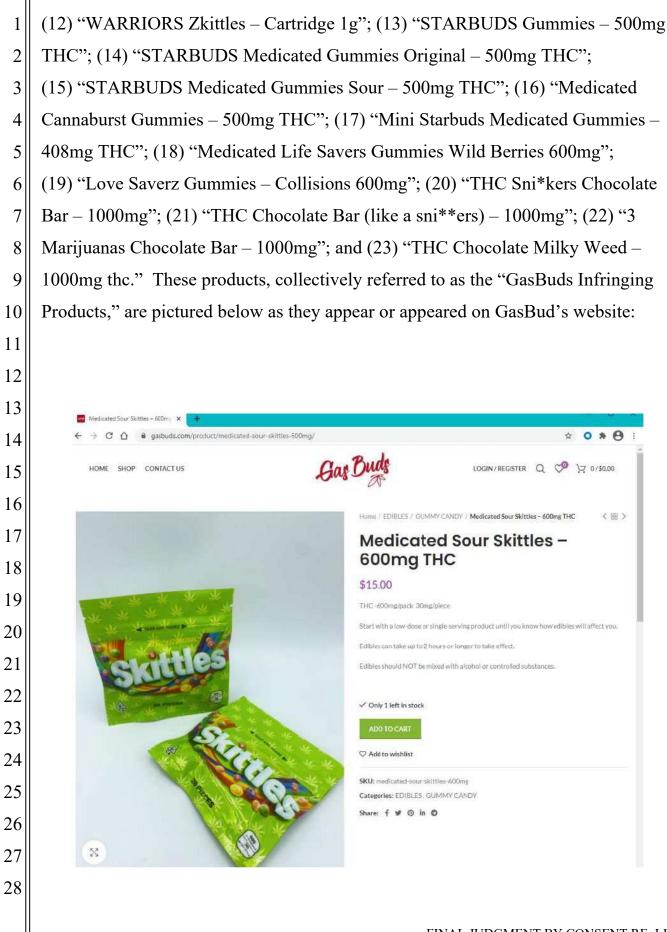
46. Lis, doing business as GasBuds, has engaged in the marketing of ediblecannabis candy products.

16 47. Lis used the Subject Trademarks, without authorization or license, in17 the marketing of her products.

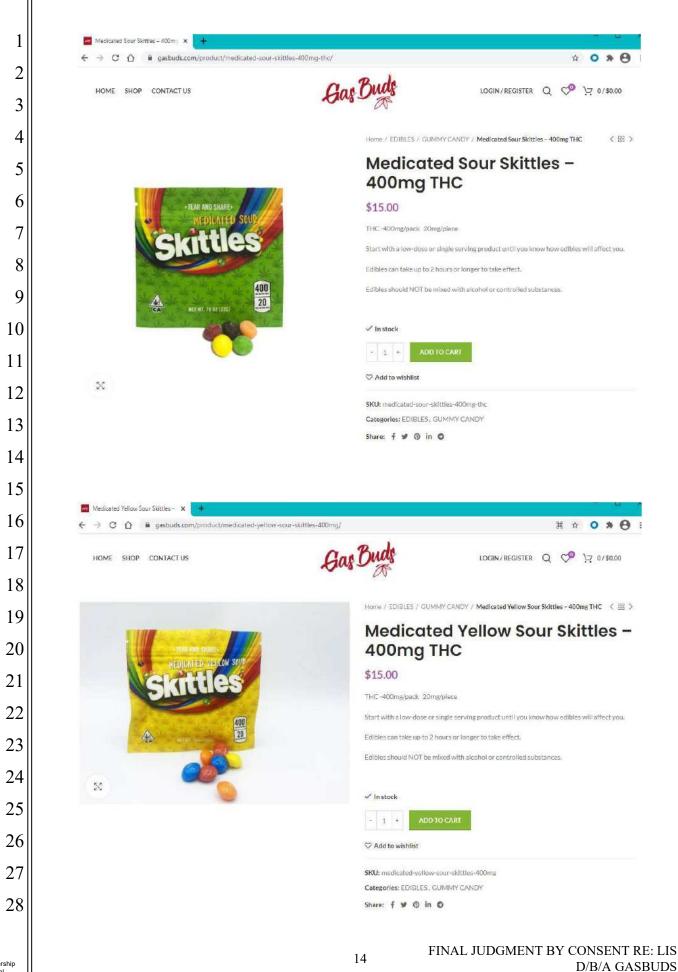
18 48. Specifically, Lis has marketed the products online via the GasBuds 19 website, located at https://www.gasbuds.com/, which violates Plaintiffs' rights in the 20 Subject Trademarks. Those products include: (1) "Medicated Sour Skittles 600mg 21 THC"; (2) "Medicated Sour Skittles – 400mg THC"; (3) "Medicated Yellow Sour 22 Skittles – 400mg THC"; (4) "High Tolerance Concentrates Skittlez – 1g Cartridge"; (5) "High Tolerance – Shorty's 5 personal infused pre-rolls (Blue Skittles)"; 23 24 (6) "BPB – Zerbert (ZkittlesXSunsent Sherbert) – 3.5g"; (7) "CANABOTANICA 25 Shake - Cherry Pie X Sherbert X Zkitles 28g"; (8) "High Tolerance Live Resin Concentrates - Watermelon Zkittlez - 1g Cartridge"; (9) "High Tolerance 26 27 Concentrates ZKITTLES – 1g Cartridge"; (10) "Interface Live Resin Cart –

28 Watermelon Zkittlez 1G"; (11) "Stndrd Company Zkittles – Disposable 500mg";

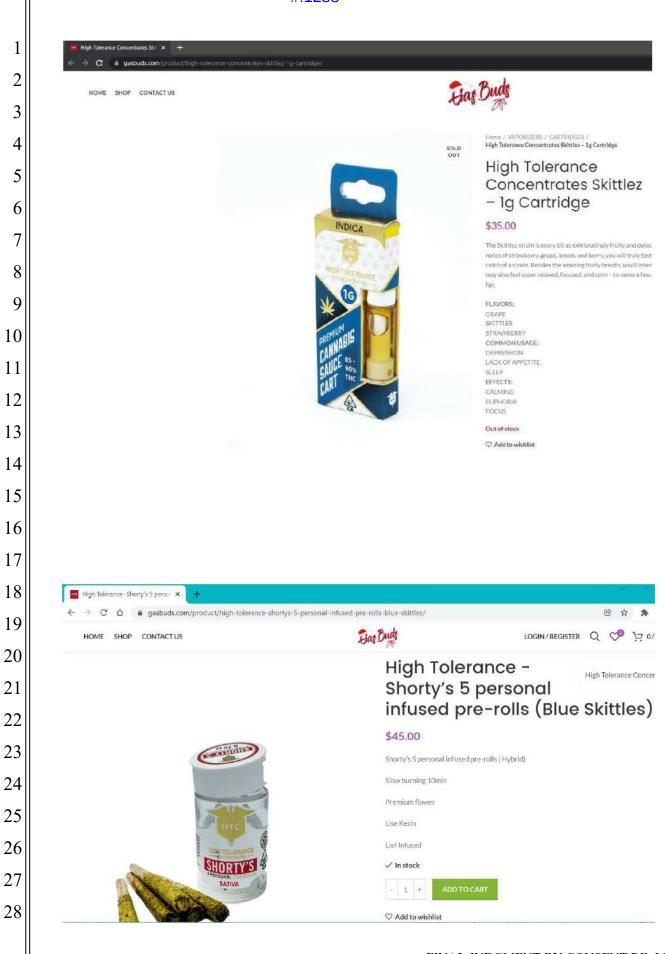
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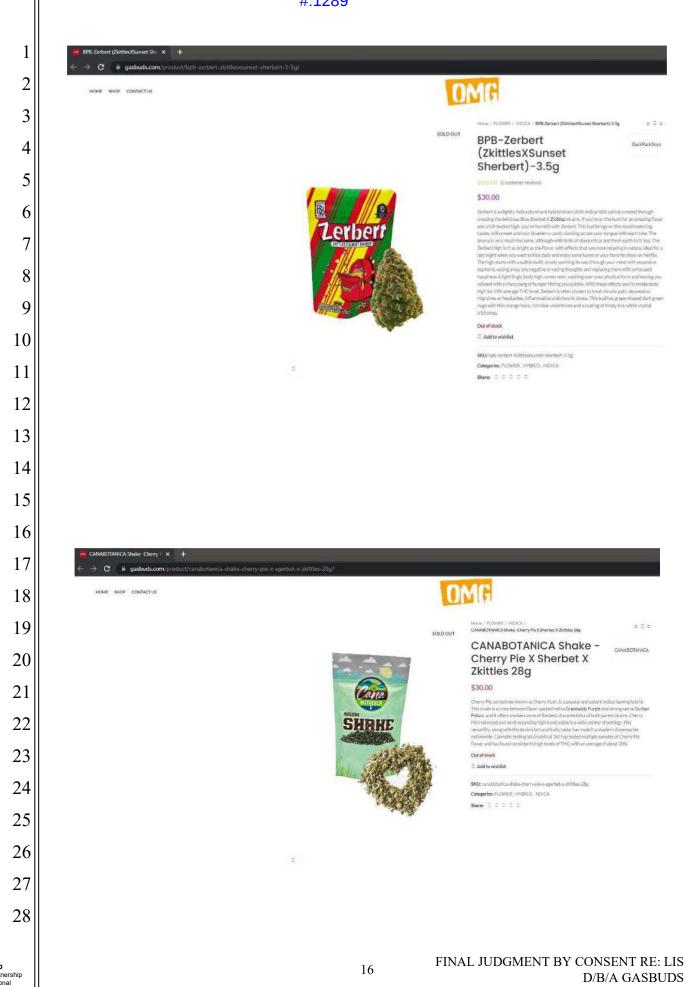
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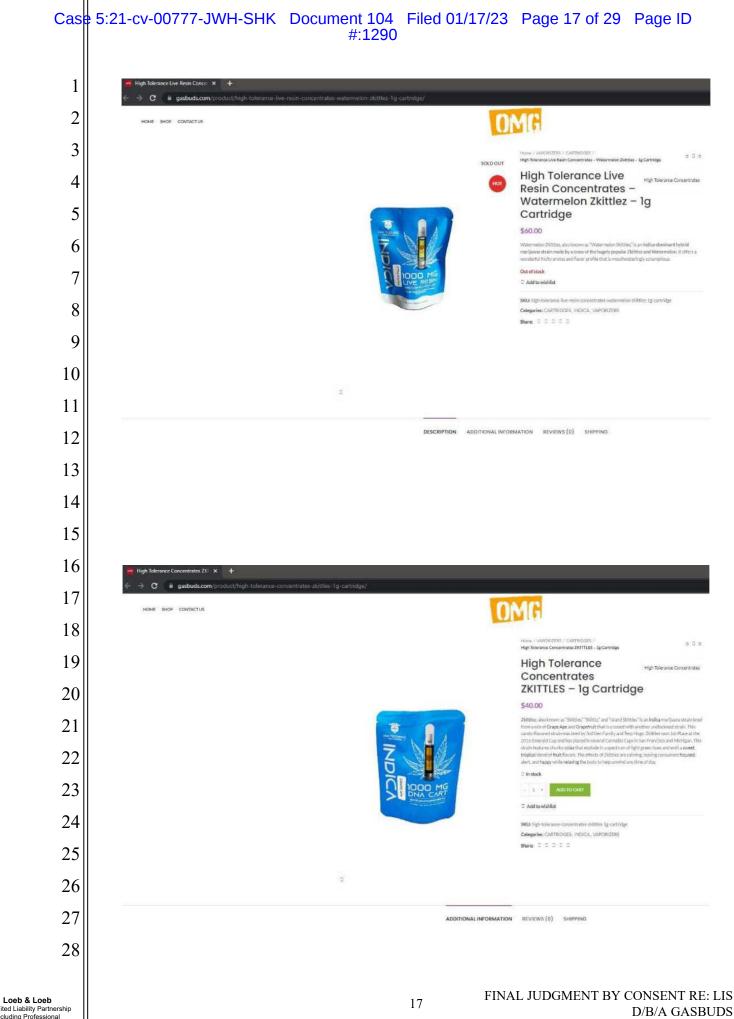


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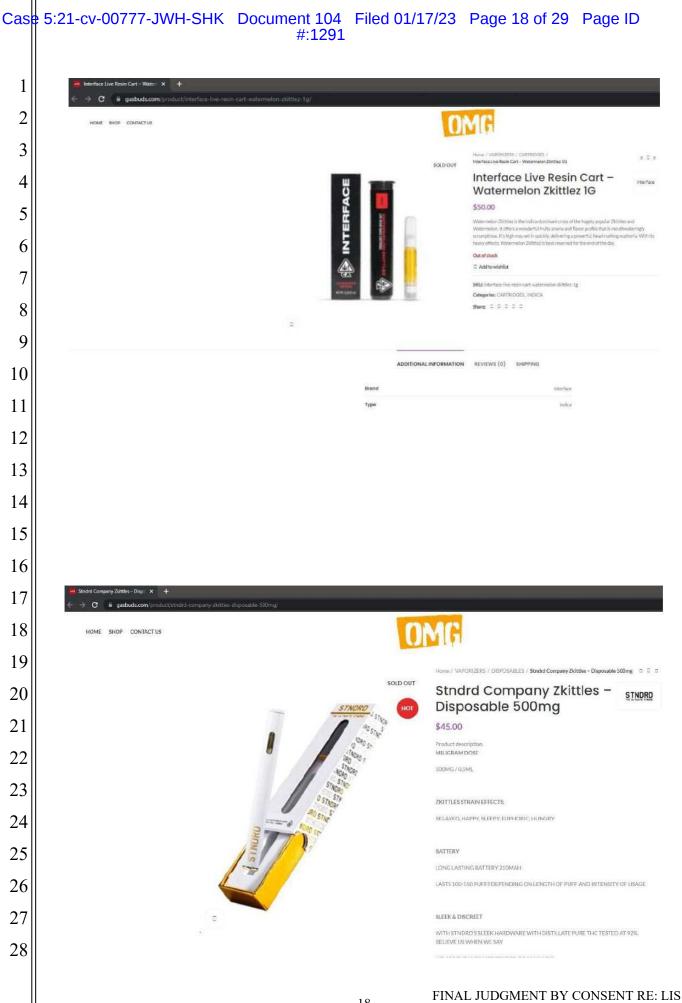


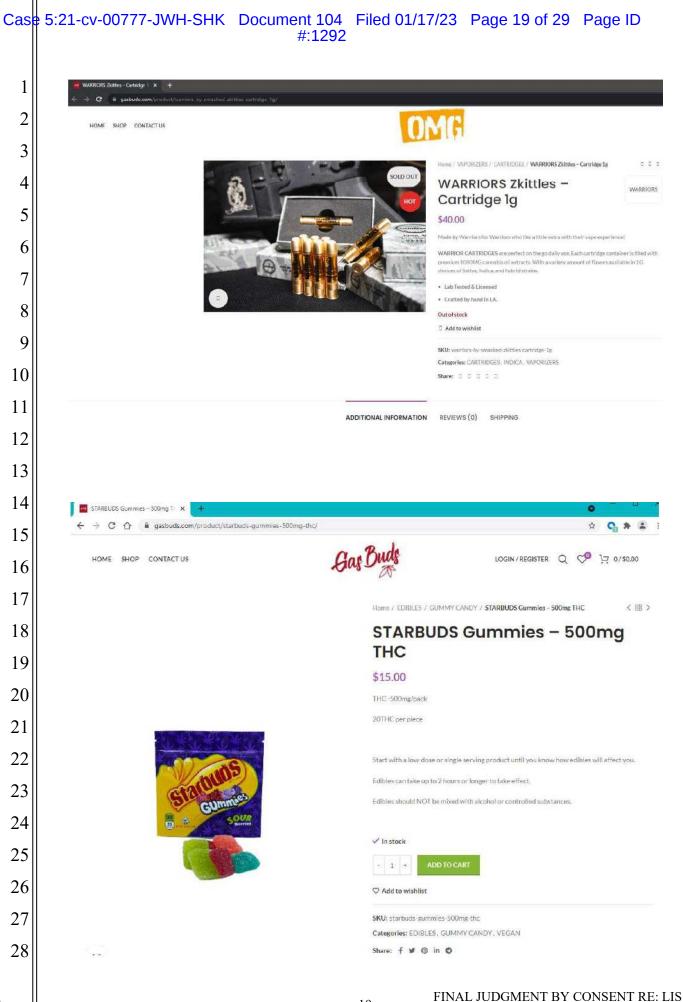
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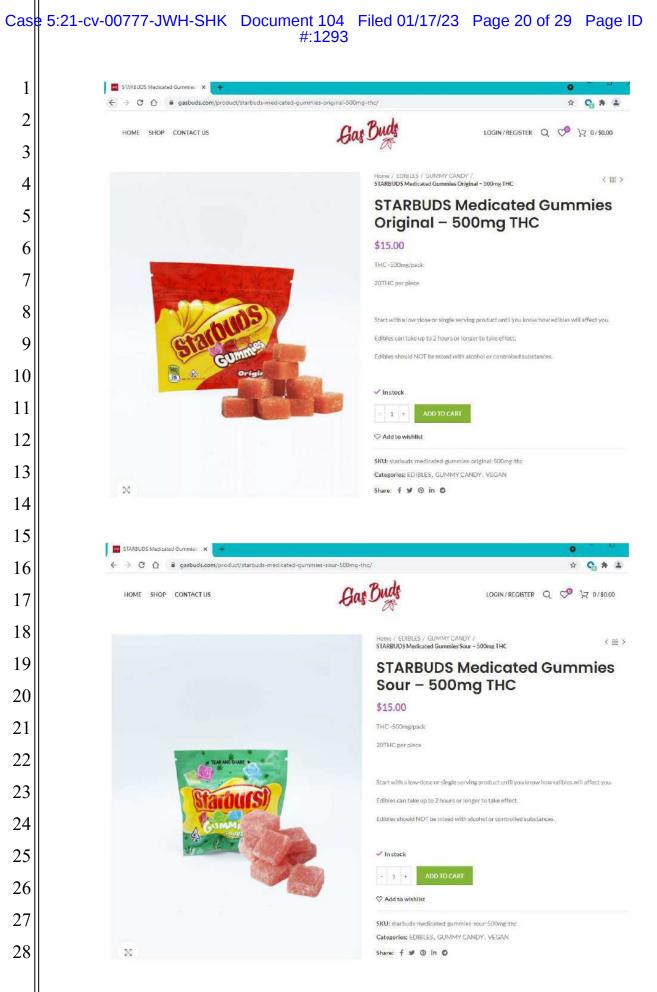




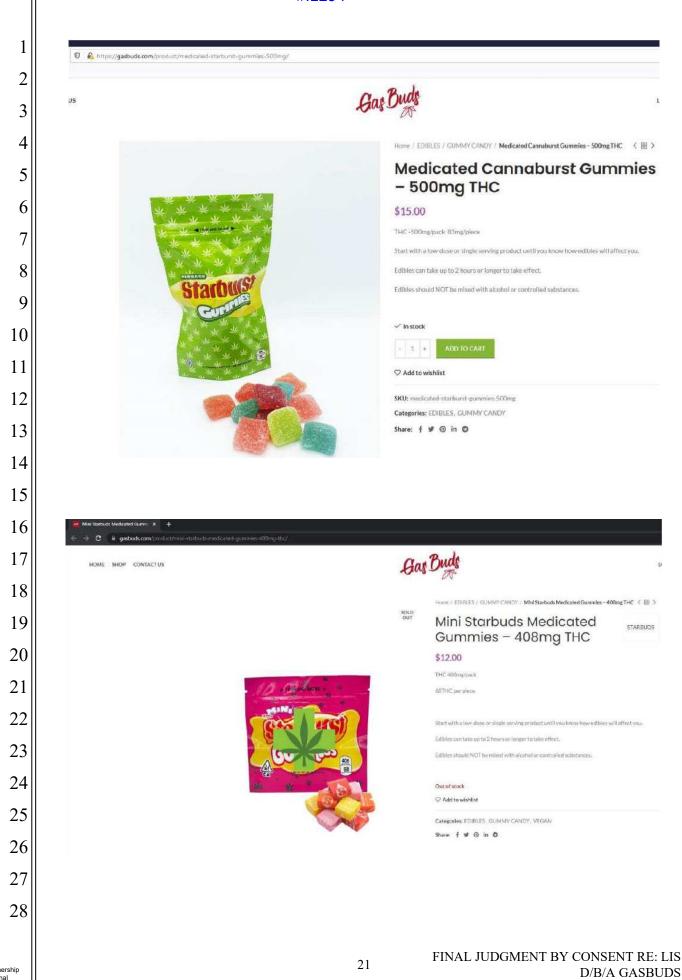
A Limited Liability Partnership Including Professional Corporations



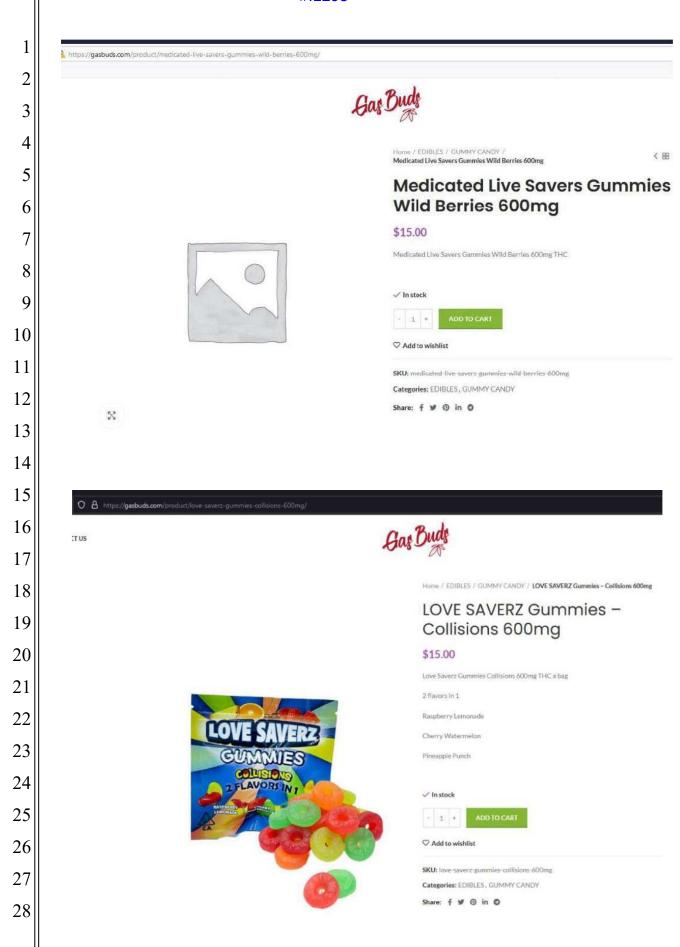


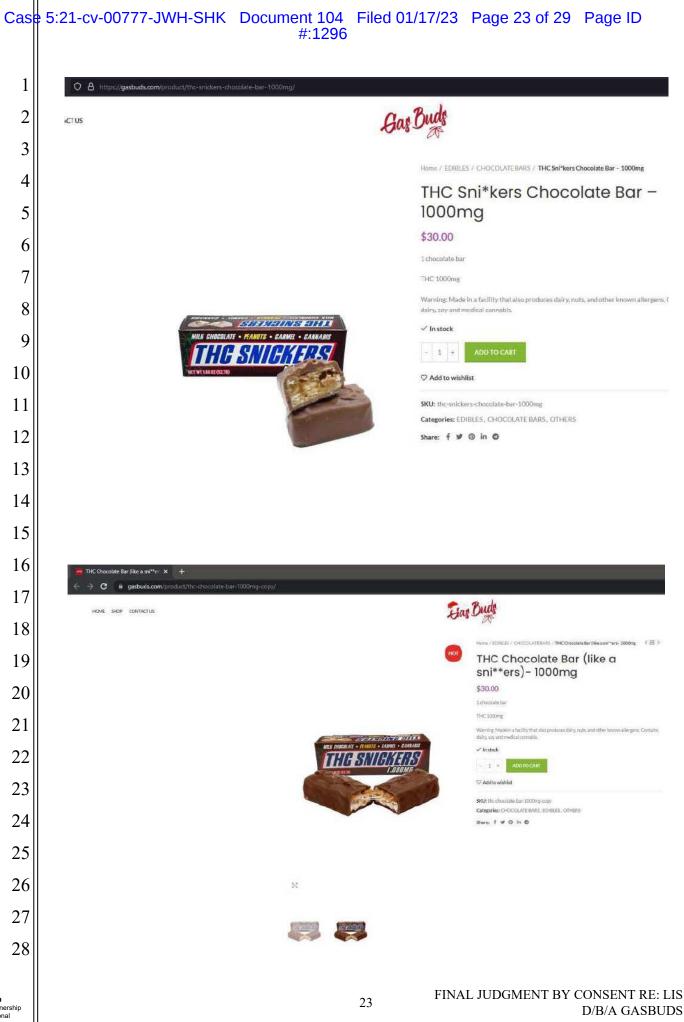


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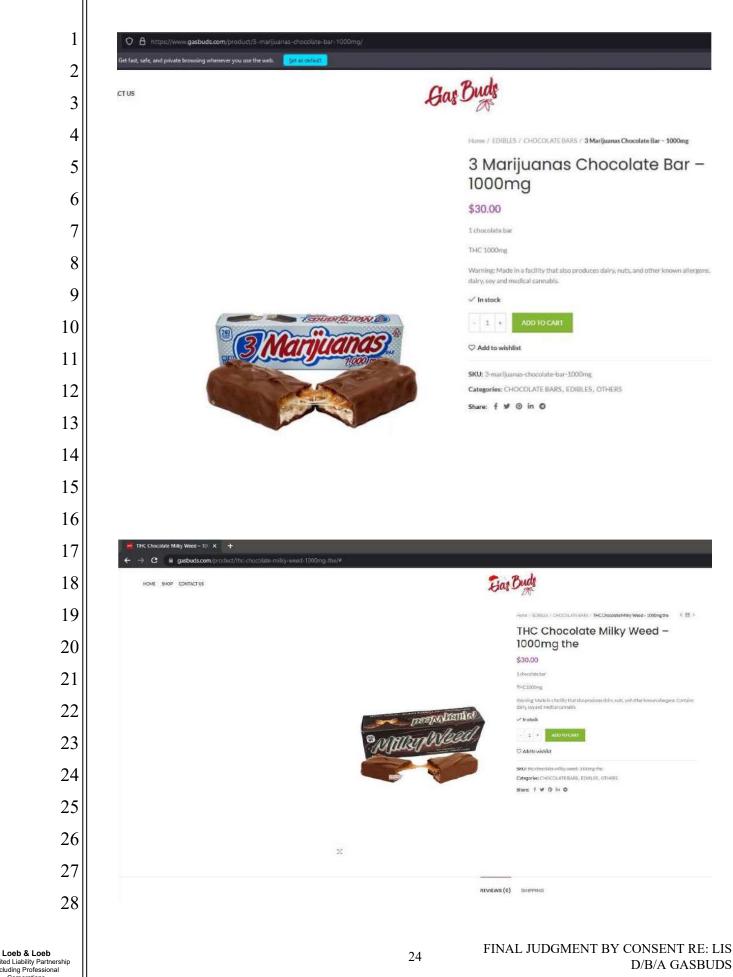


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49. With respect to the SKITTLES® Mark and Trade Dress, Lis adopted
and used the SKITTLES® mark in plain text and white block lettering, distinctive
rainbow designs, images of candy-coated lentils with an "S" imprinted thereon,
and/or a design featuring such candy lentils cascading along an upside-down
rainbow, marks and trade dress that are identical to, substantially indistinguishable
from, and/or imitations of the SKITTLES® Mark and Trade Dress and the marks
and logos in the SKITTLES® registrations.

50. With respect to the STARBURST® Mark and Trade Dress, Lis adopted
and used the STARBURST® and "Starbuds" marks with stylized lettering and
images of square candies with a stylized "S" imprinted thereon, marks and trade
dress that are identical to, substantially indistinguishable from, and/or imitations of
the STARBURST® Mark and Trade Dress and the marks and logos in the
STARBURST® registrations.

14 51. With respect to the LIFE SAVERS® Mark and Trade Dress, Lis
15 adopted and used images of the LIFE SAVERS® distinctive circular candies, marks
16 and trade dress that are identical to, substantially indistinguishable from, and/or
17 imitations of the LIFE SAVERS® Mark and Trade Dress and the marks and logos
18 in the LIFE SAVERS® registrations.

19 52. With respect to the SNICKERS® Mark and Trade Dress, Lis adopted
20 and used the SNICKERS® mark in blue block lettering in a parallelogram outlined
21 in red, marks and trade dress that are identical to, substantially indistinguishable
22 from, and/or imitations of the SNICKERS® Mark and Trade Dress and the marks
23 and logos in the SNICKERS® registrations.

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Loeb & Loeb A Limited Liability Partnership Including Professional Corporations FINAL JUDGMENT BY CONSENT RE: LIS D/B/A GASBUDS

#### Case 5:21-cv-00777-JWH-SHK Document 104 Filed 01/17/23 Page 26 of 29 Page ID 54. Lis' complained-of acts above constitute the following: 1 Counterfeiting of the SKITTLES® Mark and Trade Dress, the 2 a. 3 STARBURST® Mark and Trade Dress, the LIFE SAVERS® Mark and Trade Dress, the SNICKERS® Mark and Trade Dress, and the 3 4 5 MUSKETEERS® Mark and Trade Dress in violation of 15 U.S.C. § 1114; 6 Infringement of the Subject Trademarks in violation of 15 U.S.C. b. 7 §§ 1114 and 1125(a); 8 c. Dilution of the inherently distinctive and famous Subject 9 Trademarks in violation of 15 U.S.C. § 1125(c); Unfair competition and deceptive acts and practices in violation 10 d. 11 of 15 U.S.C. § 1125(a)(1)(A); Violation of California Business and Professions Code §§ 17200, 12 e. 13 et seq.; f. Dilution of the inherently distinctive and famous Subject 14 Trademarks in violation of California Business and Professions Code 15 16 § 14247. 17 55. This is an exceptional case in accordance with 15 U.S.C. § 1117. 18 56. Lis and her respective agents, servants, employees, successors, assigns, 19 attorneys, and all other persons acting in concert or in participation with or affiliated 20 with Lis, jointly and severally, are permanently enjoined and restrained: 21 From directly or indirectly engaging in any further trademark a. 22 counterfeiting, trademark infringement, trademark dilution, unfair competition, or deceptive business practices relating to the Subject 23 24 Trademarks, including the SKITTLES® Mark and Trade Dress, the 25 STARBURST® Mark and Trade Dress, the LIFE SAVERS® Mark and 26 Trade Dress, the SNICKERS® Mark and Trade Dress, the 3 27 MUSKETEERS® Mark and Trade Dress, and the MILKY WAY® Mark and 28 Trade Dress, or any other trademarks or trade dress owned by Plaintiffs;

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b. From making, manufacturing, advertising, marketing, offering,
selling, or distributing any products that feature, copy, imitate, simulate, or
are confusingly similar to, or are likely to dilute the distinctive nature of, or
tarnish the goodwill of, the Subject Trademarks, including the SKITTLES®
Mark and Trade Dress, the STARBURST® Mark and Trade Dress, the LIFE
SAVERS® Mark and Trade Dress, the SNICKERS® Mark and Trade Dress,
the 3 MUSKETEERS® Mark and Trade Dress, and the MILKY WAY®
Mark and Trade Dress, or any other trademarks or trade dress owned by
Plaintiffs;

c. From representing by any means whatsoever, directly or indirectly, that any products sold or services rendered by Lis and/or GasBuds are associated with, sponsored by, licensed by, and/or connected or affiliated with Plaintiffs, or from otherwise taking any action likely to cause confusion, mistake, or deception on the part of purchasers as to the origin or licensing of Lis' and/or GasBud's products or services;

d. From otherwise competing unfairly with Plaintiffs in any manner or engaging in deceptive conduct;

e. From continuing to perform in any manner whatsoever any of the acts complained of in the First Amended Complaint as to Plaintiffs; and

f. From causing, engaging in, or permitting others to do any of the aforesaid acts.

57. Within thirty (30) days of the entry of this Final Judgment by Consent,
Lis shall file with the Court and serve on counsel for Plaintiffs a sworn written
statement as provided in 15 U.S.C. § 1116(a) setting forth in detail the manner and
form in which Lis has complied with the permanent injunction.

26 58. Lis shall immediately recall from all distribution channels any
27 products, packaging, advertising, and promotional materials bearing or infringing on
28 the Subject Trademarks, including the SKITTLES® Mark and Trade Dress,

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STARBURST® Mark and Trade Dress, LIFE SAVERS® Mark and Trade Dress,
 SNICKERS® Mark and Trade Dress, 3 MUSKETEERS® Mark and Trade Dress,
 MILKY WAY® Mark and Trade Dress, or any other trademarks or trade dress
 owned by Plaintiffs.

5 59. Lis shall immediately deliver to Plaintiffs' counsel for destruction any 6 products, packaging, advertising, and promotional materials bearing or infringing on 7 the Subject Trademarks, including the SKITTLES® Mark and Trade Dress, 8 STARBURST® Mark and Trade Dress, LIFE SAVERS® Mark and Trade Dress, 9 SNICKERS® Mark and Trade Dress, 3 MUSKETEERS® Mark and Trade Dress, 10 MILKY WAY® Mark and Trade Dress, or any other trademarks or trade dress owned by Plaintiffs, pursuant to 15 U.S.C. § 1118. Any electronic equivalents of 11 12 such materials shall be immediately deleted.

60. Lis shall immediately cease sales of the products described above on
the GasBuds website, located at https://www.gasbuds.com/, and in any other
locations on the Internet, including other websites owned or operated by Lis or any
of her affiliates, and any social media platforms owned or operated by Lis or any of
her affiliates.

18 61. Lis' wrongful conduct is deemed to be willful and this judgment is,
19 therefore, non-dischargeable in the event she files for bankruptcy, pursuant to 11
20 U.S.C. § 523(a)(6).

62. The Parties shall comply with the terms of the confidential settlement
agreement entered into by and between the Parties and executed concurrently with
their stipulation to this Final Judgment by Consent (the "Settlement Agreement"),
the terms of which are incorporated herein by reference.

63. This Final Judgment by Consent shall have no effect on any of
Plaintiffs' claims against any other defendants to this action besides Lis.
Notwithstanding the foregoing, this Court shall retain jurisdiction over this action,

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1	as it relates to Lis, to enfo	orce this Final J	udgment by Co	onsent and the te	erms of the
2	Settlement Agreement.		6 5		
3	IT IS SO ORDER	RED			
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5	Dated: January 17, 2	2023	JL U.	All	
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