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NOTE CHANGES MADE BY THE COURT

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

P&P Imports LLC, Plaintiff, v. Joyin Inc., Joyin US Corp., and DOES 1-5, Defendants.) Case No.: 8:22-cv-01807-MCS-AFM) Hon. Mark C. Scarsi, United States) District Judge))) ORDER ON STIPULATION FOR) PERMANENT INJUNCTION AND) SETTLEMENT OF CLAIMS (ECF) NO. 41))
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Plaintiff P&P IMPORTS LLC (“P&P”) filed a Complaint seeking a Permanent Injunction and other relief against Defendants JOYIN INC. and JOYIN US CORP. (collectively referred to as “Joyin” or “Defendants”), pursuant to 17 U.S.C. § 101 *et seq.*, and § 106, for copyright infringement, 15 U.S.C. § 1051 for trademark infringement, 35 U.S.C. § 101, *et seq.* for patent infringement, Cal. & Bus. Prof. Code § 17200, *et seq.* for unfair competition, unfair and deceptive practices, and false advertising, and Cal. Bus. & Prof. Code § 17500 *et seq.* for false advertising, and California common law for unfair competition, false advertising, and unfair and deceptive trade practices. P&P and Defendants each are a Party and

1 are referred to collectively herein as the “Parties.”

2 Pursuant to a Confidential Settlement Agreement, the Parties have agreed to
3 the entry of the following Stipulated Final Order for Permanent Injunction and
4 Settlement of Claims (“Order”) in full and complete settlement of P&P’s Complaint
5 against Defendants. The Court, being advised in the premises by the parties’
6 Stipulation, finds:

7 **FINDINGS**

- 8 1. The Court has jurisdiction over the Parties and the subject matter of this
9 action, and enforcement of this Injunction and Judgment. Venue in the
10 Central District of California is proper as alleged in the Complaint and
11 as further stipulated to by the Parties. The Court shall retain jurisdiction
12 to enforce this Stipulated Judgment and Permanent Injunction ~~and the~~
13 ~~Parties’ Settlement Agreement.~~ **The Court declines to exercise**
14 **discretion to retain jurisdiction over the Parties’ Settlement**
15 **Agreement. See *Ogbuehi v. Comcast of Cal./Colo./Fla./Or., Inc.*, 303**
16 **F.R.D. 337, 351 (E.D. Cal. 2014). Federal courts have no inherent**
17 **power to enforce settlement agreements after dismissal, and**
18 **“enforcement of the settlement agreement is for state courts, unless**
19 **there is some independent basis for federal jurisdiction.” See**
20 ***Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378, 382**
21 **(1994).**
- 22 2. The Complaint states claims upon which relief can be granted.
- 23 3. The Parties waive all rights to challenge or contest the validity of this
24 Order, and/or to take an Appeal from the final Judgment.
- 25 4. Entry of this Order is in the public interest at least to prevent consumer
26 confusion between P&P’s goods and Defendants’ goods, and to prevent
27 further consumer confusion by preventing Defendants from using
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1 P&P's trademark, copyrighted works, or patents to sell Defendant's
2 goods.

3 5. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this
4 Order are binding upon all Defendants, their officers, agents, servants,
5 employees, and all other persons or entities in active concert or
6 participation with them in whole or in part, who receive actual notice of
7 this Order by personal service or otherwise, and each of their successors
8 and assigns.

9 6. P&P owns valid and enforceable Registered Copyrights in certain
10 photographs and artwork Registered with the U.S. Copyright Office
11 under Registration Number VA 2-259-559 entitled "GoSports Cornhole
12 Lookbook 2020." A true and correct copy of the Copyright Registration
13 Certificate is attached to the Stipulation as Exhibit 1 and is incorporated
14 herein by reference.

15 7. P&P owns valid and enforceable Registered Copyrights in certain
16 photographs and artwork Registered with the U.S. Copyright Office
17 under Registration Number Tx-8-447-293 entitled "P&P Imports
18 Winter 2017 Lookbook." A true and correct copy of the Copyright
19 Registration Certificate is attached to the Stipulation as Exhibit 2 and is
20 incorporated herein by reference.

21 8. P&P owns valid and enforceable Copyrights in certain photographs and
22 artwork Registered with the U.S. Copyright Office under Registration
23 Number TX 9-162-500 entitled "Splash Hoop Pro text." A true and
24 correct copy of the Copyright Registration Certificate is attached to the
25 Stipulation as Exhibit 3 and is incorporated herein by reference.

26 9. P&P owns valid and enforceable Copyrights in certain photographs and
27 artwork Registered with the U.S. Copyright Office under Registration
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1 Number TX 9-162-620 entitled “Splash Hoop 360 text” A true and
2 correct copy of the Copyright Registration Certificate is attached to the
3 Stipulation as Exhibit 4 and is incorporated herein by reference.

4 10. P&P owns a valid and enforceable Registered Trademark “PARTY
5 SPRINKLER” Registered with the United States Patent and Trademark
6 Office, Registration Number: 6,179,043. A true and correct copy of the
7 Trademark Registration Certificate is attached to the Stipulation as
8 Exhibit 5 and is incorporated herein by reference.

9 11. P&P owns a valid and enforceable Patent Issued by the United States
10 Patent and Trademark Office, U.S. Design Patent No. US D962,366 S.
11 A true and correct copy of the Patent Certificate is attached to the
12 Stipulation as Exhibit 6 and is incorporated herein by reference.

13 12. P&P owns a valid and enforceable Patent Issued by the United States
14 Patent and Trademark Office, U.S. Design Patent No. US D953,458 S.
15 A true and correct copy of the Patent Certificate is attached to the
16 Stipulation as Exhibit 7 and is incorporated herein by reference.

17 13. P&P owns a valid and enforceable Patent Issued by the United States
18 Patent and Trademark Office, U.S. Design Patent No. US D882,713 S.
19 A true and correct copy of the Patent Certificate is attached to the
20 Stipulation as Exhibit 8 and is incorporated herein by reference.

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22 **DEFINITIONS**

23 For purposes of this Injunction, the following definitions shall apply:

- 24 1. “CORNHOLE LOOKBOOK” shall mean the work entitled GoSports
25 Cornhole Lookbook 2020, and all copyrightable materials therein.
26 2. “2017 WINTER LOOKBOOK” shall mean the work entitled P&P
27 Imports Winter 2017 Lookbook and all copyrightable materials therein.
28 3. “Splash Hoop Pro Text” shall mean the work entitled Splash Hoop Pro

1 entity in engaging in or performing any of the activities referred to in subparagraphs
2 (A) and (B) above.

3 **II. P&P's COPYRIGHTED WORKS**

4 **IT IS FURTHER ORDERED** that Defendants, directly or through any
5 corporation, partnership, subsidiary, parent, division, trade name, or other entity,
6 their officers, agents, servants, employees, and all persons or entities in active
7 concert or participation with them, or who receive any benefit therefrom, who
8 receive actual notice of this Order, by personal service or otherwise, in connection
9 with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or
10 distribution of products or media, are hereby permanently restrained and enjoined
11 from:

12 A. Using, reproducing, distributing, creating derivative works,
13 transmitting, or broadcasting any of P&P's COPYRIGHTED WORKS, including
14 but not limited to any of P&P's advertisements, photographs, artwork, text, product
15 descriptions, including creating any works that are substantially similar to P&P's
16 COPYRIGHTED WORKS using the meaning of substantially similar as defined
17 under federal copyright statutes and case law.

18 **III. P&P's PATENTS**

19 **IT IS FURTHER ORDERED** that Defendants, directly or through any
20 corporation, partnership, subsidiary, parent, division, trade name, or other entity,
21 and their officers, agents, servants, employees, and all persons or entities in active
22 concert or participation with them, or who receive any benefit therefrom, who
23 receive actual notice of this Order, by personal service or otherwise, in connection
24 with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or
25 distribution of products or media are hereby permanently restrained and enjoined
26 from:

27 A. Making, using, selling, offering for sale, or importing products
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1 identified in Exhibit 9 to the Stipulation and/or any other products that may infringe
2 any of P&P's PATENTS, commencing ninety (90) days after the Entry of this
3 Order.

4 Other than as resolved by this Stipulated Permanent Injunction, all remaining
5 claims and counterclaims that have been asserted in this action are dismissed WITH
6 PREJUDICE. The Parties are to bear their own costs, expenses, and attorneys' fees.

7 **IT IS SO ORDERED.**

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9 Dated: May 26, 2023



10 Mark C. Scarsi
11 United States District Judge
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