

FILED
JUDGMENT ENTERED

December 13, 2021

Date

by W. Kusamura

Deputy Clerk

U.S. District Court
Eastern District of California

XX FILE CLOSED

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

G.P.P., Inc. d/b/a Guardian
Innovative Solutions,

Plaintiff,

**FINAL JUDGMENT IN A CIVIL
ACTION**

vs.

1:15-cv-00321 SKO

Guardian Protection Products, Inc.
and RPM Wood Finishes Group, Inc.,

Defendants.

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Guardian Protection Products, Inc.,

Counterclaimant,

vs.

G.P.P., Inc. d/b/a Guardian
Innovative Solutions,

Counter-defendant.

_____/

IT IS HEREBY ORDERED AND ADJUDGED that

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON DECEMBER 10, 2021, JUDGMENT IS HEREBY ENTERED IN FAVOR OF Plaintiff G.P.P., Inc. d/b/a Guardian Innovative Solution ("GIS") on:

- (1) GIS's First Cause of Action against Defendant Guardian Protection Products, Inc. ("Guardian"); and
- (2) GIS's Eleventh Cause of Action.

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON DECEMBER 10, 2021, JUDGMENT IS HEREBY ENTERED IN FAVOR OF Guardian on GIS's Third Cause of Action against Guardian, insofar as GIS alleged in this claim that Guardian breached the Bob's Discount Furniture Agreement by selling products to Bob's Discount Furniture in the geographic areas covered by the Florida, Mid-Atlantic, and Cook County Agreements.

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON JUNE 29, 2017, AND THE COURT'S ORDERS, JUDGMENT IS HEREBY ENTERED IN FAVOR OF Defendants Guardian and RPM Wood Finishes Group, Inc. ("RPM") on:

- (1) GIS's Fifth Cause of Action;
- (2) GIS's Seventh Cause of Action, insofar as this claim relates to the parties' Agreements other than the 2015 Form Agreement, as discussed in the Court's January 18, 2017, order (Doc. 133); and
- (3) GIS's Ninth Cause of Action;

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON JUNE 29, 2017, AND THE COURT'S ORDERS, JUDGMENT IS HEREBY ENTERED IN FAVOR OF Guardian on:

- (1) GIS's Second Cause of Action against Guardian; and
- (2) GIS's Eighth Cause of Action against Guardian.

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON JUNE 29, 2017, JUDGMENT IS HEREBY ENTERED IN FAVOR OF RPM on GIS's Tenth Cause of Action.

IN ACCORDANCE WITH THE JURY VERDICT RENDERED ON JUNE 29, 2017, AND THE COURT'S ORDERS, JUDGMENT IS HEREBY ENTERED IN FAVOR OF GIS on Guardian's:

- (1) First Counterclaim, insofar as Guardian requested declaratory relief regarding "[w]hether Guardian is entitled to immediately terminate the Distributor Agreements due to GIS's breaches of their express and implied terms";
- (2) First Counterclaim, insofar as Guardian requested declaratory relief regarding "[w]hether the [electronic] furniture protection plans qualify as a Guardian Product within the scope of the rights granted by the" Pennsylvania, Alabama, Tennessee, Ohio, Indiana, and Midwest Agreements;
- (3) First Counterclaim, insofar as Guardian requested declaratory relief regarding "whether Guardian may establish

a purchase quota for the [electronic] furniture protection plans above that applicable to the Original Products”;

- (4) First Counterclaim, insofar as Guardian requested declaratory relief regarding “[w]hether GIS has used its best efforts to promote the sale of Guardian Products in the exclusive distribution territories established by the Distributor Agreements”;
- (5) Second Counterclaim;
- (6) Third Counterclaim;
- (7) Fourth Counterclaim;
- (8) Fifth Counterclaim; and
- (9) Sixth Counterclaim.

The Court ORDERS that the following claims are DISMISSED WITH PREJUDICE pursuant to Fed. R. Civ. P. 12(b)(6) (See Doc. 30):

- (1) GIS’s Sixth Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015;
- (2) GIS’s Seventh Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015;
- (3) GIS’s Eighth Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015;
- (4) GIS’s Ninth Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015;
- (5) GIS’s Tenth Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015; and
- (6) GIS’s Eleventh Cause of Action against Guardian, as alleged in its Complaint filed February 27, 2015.

The Court ORDERS that the following claims are DISMISSED WITH PREJUDICE pursuant to Fed. R. Civ. P. 41(b) for want of prosecution:

- (1) GIS’s First Cause of Action against RPM;
- (2) GIS’s Second Cause of Action against RPM;
- (3) GIS’s Third Cause of Action against RPM;
- (4) GIS’s Third Cause of Action against Guardian, insofar as GIS alleged in this claim that Guardian breached the Bob’s Discount Furniture Agreement by selling products to Bob’s Discount Furniture in the geographic areas covered by the Pennsylvania, Alabama, Tennessee, Ohio, Indiana, and Midwest Agreements;
- (5) GIS’s Fourth Cause of Action;
- (6) GIS’s Sixth Cause of Action;
- (7) GIS’s Seventh Cause of Action, insofar as this claim relates to the 2015 Form Agreement, as discussed in the Court’s January 18, 2017, order (Doc. 133);
- (8) GIS’s Eighth Cause of Action against RPM; and

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- (9) Guardian's First Counterclaim, insofar as Guardian requested declaratory relief regarding "[w]hether the [electronic] furniture protection plans qualify as a Guardian Product within the scope of the rights granted by the Florida, Mid-Atlantic, and Cook County Agreements."

DATED: December 13, 2021

KEITH HOLLAND, Clerk

/s/ Wendy Kusamura

By:

Deputy Clerk