

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BESTWAY (USA), INC., et al.,
Plaintiffs,
v.
PIETRO PASQUALE-ANTONI SGROMO,
et al.,
Defendants.

Case No. [17-cv-00205-HSG](#)

AMENDED JUDGMENT

Having ordered the funds distributed and discharged the interpleader, see Dkt. No. 107, and awarded attorneys’ fees and costs to Plaintiffs, the Court enters this amended judgment as follows:

1. Plaintiffs Bestway (USA) Inc., Bestway (Hong Kong) International Ltd., and Bestway Inflatables and Material Corporation’s (collectively, “the Bestway Companies” or “Plaintiffs”) having brought this interpleader action to determine who owns certain royalties, which are currently in escrow and flow from two license agreements (“Royalty Payment”), are deemed innocent stakeholders of such Royalty Payment; and the Bestway Companies are discharged from this matter upon depositing with the registry of the Court the Royalty Payment, reduced by the fees and costs awarded to the Bestway Companies under their granted fees motion, as described below.
2. Within 30 days of the entry of this Judgment, the Bestway Companies shall deposit with the registry of the Court the present value of the Royalty Payment, accrued under the ’440 Patent License Agreement and the Slide License Agreement, reduced by the \$82,541.70 in fees and costs awarded to the Bestway Companies

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


under their granted fees motion, see Dkt. No. 144.

3. The Royalty Payment deposited with the registry of the Court shall be disbursed in accordance with this Court’s findings on summary judgment that Defendant Scott was at the time of the ‘440 Patent License Agreement, Dkt. No. 79-6, the owner of all right, title, and interest to U.S. Patent No. 7,046,440; that Defendant Eureka was the owner of all rights with respect to the products that are the subject of the Water Slide License Agreement, Dkt. No. 79-7, at the time that the Water Slide Agreement was entered; and that Defendants Scott and Eureka are entitled to all royalties accrued under the ‘440 Patent License Agreement and the Water Slide License Agreement, subject to the above-referenced reduction for fees and costs awarded to the Bestway Companies under their granted fees motion.
4. The Bestway Companies and their past, present, and future parents, subsidiaries, affiliates, successor, predecessors, assignees, agents, producers, servants, employees, officers, directors, principals, representatives, attorneys, and insurers are hereby released and discharged from all liability by Defendants Pietro Pasquale-Antonio Sgromo (a/k/a Peter Anthony Sgromo), Wagmore & Barkless LLC, Leonard Gregory Scott, and Eureka Inventions LLC or any other entity claiming an interest, on account of all claims pertaining to the Royalty Payment.
5. To the fullest extent provided by 28 U.S.C. § 2361, Defendants are permanently and perpetually restrained and enjoined from filing or prosecuting any claim in any federal or state court pertaining to the Royalty Payment.

Per the Court’s May 14, 2019 order, Dkt. No. 153, all deadlines imposed by the amended judgment remain stayed until after all appeals have been resolved in this case.

IT IS SO ORDERED.

Dated: 5/31/2019


HAYWOOD S. GILLIAM, JR.
United States District Judge