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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RAUL LIZALDE and VEBS, INC., a
California Corporation,

Plaintiffs,

v.

ADVANCED PLANNING
SERVICES, INC. et al.,

Defendants.

Civil No. 3:10-cv-0834-GPC-RBB

**ORDER DENYING WITHOUT
PREJUDICE JOINT MOTION
FOR PERMANENT INJUNCTION**

On April 19, 2013, Plaintiffs and defendants Larry Chalmers, Beth Chalmers, and Angela Parrish (“Defendants”) filed a Joint Motion for Permanent Injunction (“Joint Motion” or “Stipulation”). (ECF No. 163.) In the Joint Motion, the Plaintiffs and Defendants indicate they “have resolved their disputes by settlement and, as a condition of that settlement, agreed to stipulate to entry of this Stipulated Permanent Injunction.” Plaintiffs and Defendants thereafter set forth the terms of their proposed permanent injunction.

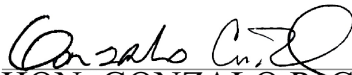
“[T]he mere fact that the parties agree that the court should exercise continuing jurisdiction is not binding upon the court.” *Arata v. Nu Skin Int’l, Inc.*, 96 F.3d 1265, 1269 (9th Cir. 1996). “According to well established principles of equity, a plaintiff seeking a permanent injunction must satisfy a four-factor test before a court may grant

1 such relief.” *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006). Indeed,
2 injunctive relief is an “extraordinary and drastic remedy that is never awarded as of
3 right.” *Perfect 10, Inc. v. Google, Inc.*, 653 F.3d 976, 980 (9th Cir. 2011) (internal
4 quotation marks omitted) (*citing Munaf v. Geren*, 553 U.S. 674, 689-90 (2008)). Thus,
5 one requirement for obtaining injunctive relief is a showing “that remedies available
6 at law, such as monetary damages, are inadequate to compensate for” the plaintiff’s
7 “irreparable injury.” *Id.*

8 With the foregoing in mind, the Court is not prepared to enter a permanent
9 injunction pursuant to the Stipulation. The Stipulation reveals Plaintiffs and
10 Defendants’ agreement to settle this action; it does not indicate that Defendants “will
11 not abide by the agreed upon settlement, such that a permanent injunction and retention
12 of jurisdiction to enforce the settlement is required.” *Capitol Records, Inc. v. Kurnizki*,
13 2007 WL 214564, at *1 (E.D. Cal. 2007). Accordingly, the Plaintiffs and Defendants’
14 Joint Motion is **DENIED**. Because Plaintiffs and Defendants indicate that entry of a
15 stipulated permanent injunction is a “condition” of their settlement agreement, the
16 Court’s denial is **WITHOUT PREJUDICE**. Should Plaintiffs and Defendants wish
17 to file a joint motion that demonstrates the requirements for a permanent injunction are
18 satisfied, the Court will permit them to do so. Should Plaintiffs and Defendants wish
19 to proceed with execution and performance of their settlement agreement
20 notwithstanding the Court’s denial of their request for a permanent injunction, the
21 Court directs Plaintiffs and Defendants to file a joint motion for dismissal on or before
22 **May 31, 2013**.

23 **SO ORDERED.**

24 DATED: May 16, 2013

25 
26 HON. GONZALO P. CURIEL
27 United States District Judge
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