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Attorneys for Plaintiff
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d/b/a HBI International

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

BBK TOBACCO & FOODS, LLP, an
 Arizona limited liability partnership,
 d/b/a HBI INTERNATIONAL,

Plaintiff,

v.

AIMS GROUP USA CORPORATION a/k/a
 AIMS GROUP USA, INC., *et al.*

Defendants.

AND ALL RELATED CLAIMS

Case No. 2:22-cv-01648-GMN-BNW

**STIPULATED
 FINAL JUDGMENT
 AND
 PERMANENT INJUNCTION
 AGAINST DEFENDANTS
 NEPA WHOLESALE, INC.
 AND
 NEPA 2 WHOLESALE LLC**

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Plaintiff BBK Tobacco & Foods, LLP d/b/a HBI International (“BBK”) and Defendants NEPA Wholesale, Inc. (“NEPA”) and NEPA2 Wholesale, LLC (“NEPA2”) (collectively, the “Parties”), by and through their respective counsel of record, stipulate and agree as follows, and

IT IS HEREBY ORDERED:

1. The Parties have entered into a Settlement Agreement resolving the claims asserted by BBK against NEPA and NEPA2 in Plaintiff’s Second Amended Complaint (“SAC”) (ECF No. 76).

2. In the Settlement Agreement, the Parties agreed to the Court’s entry of permanent injunction and final judgment against NEPA and NEPA2 (the “NEPA Defendants”), and therefore the Parties jointly request the Court enter the following judgment.

3. This Court has jurisdiction over BBK and the NEPA Defendants and over the subject matter of this action and for entry and enforcement of this Judgment and Permanent Injunction.

4. Venue is proper in this judicial district pursuant to, *inter alia*, 28 U.S.C. §§ 1391 and 1400.

5. BBK is the owner of all right, title, and interest in and to the RAW®-Brand Product Slogan, RAW™-Brand Trade Dress, RAW Cone Bro™ mark, and the RAW™-Brand Graphic Design Copyrights, each as defined in Plaintiff’s Second Amended Complaint (“SAC”) (ECF No. 76).

6. BBK’s rights in the RAW®-Brand Product Slogan, RAW™-Brand Trade Dress, RAW Cone Bro™ mark, and the RAW™-Brand Graphic Design Copyrights are valid and enforceable.

7. Bijay Shrestha is the President, sole director and sole shareholder of NEPA and the President, Manager and sole member of NEPA 2.

8. Judgment is entered, jointly and severally, against the NEPA Defendants for the following:

- a. willfully infringing BBK’s registered trademark rights to the RAW®-

1 Brand Product Slogan, namely THE NATURAL WAY TO ROLL®, in violation of 15
2 U.S.C. § 1114;

3 b. willfully infringing BBK’s registered trademark rights to the RAW®-
4 Brand Marks (as defined in the SAC), including the package graphic designs representing
5 the RAW™-Brand Trade Dress (as defined in the SAC) in violation of 15 U.S.C. § 1114;

6 c. willfully infringing BBK’s trademark rights to the RAW™-Brand Trade
7 Dress, the RAW®-Brand Product Slogan, and the RAW Cone Bro™ mark by the NEPA
8 Defendants’ unauthorized use of the “BroCone” brand name, the “BroCone” Package and
9 Box Graphic Designs (as defined in the SAC), and the slogan, “THE NATURAL WAY
10 TO ROLL,” on packaging and advertising for, and/or to identify, the “BroCone” Products
11 (as defined in the SAC), which constitutes a false designation of origin that has caused, or
12 is likely to cause, confusion, mistake, and deception as to whether the origins of the
13 “BroCone” Products are the same as the RAW™-Brand Products or whether there is some
14 affiliation, connection or association between the “BroCone” Products and the RAW™-
15 Brand Products and/or the commercial activities of BBK, all in violation of 15 U.S.C. §
16 1125(a)(1)(A); and

17 d. willfully infringing BBK’s exclusive RAW™-Brand Graphic Design
18 Copyrights in violation of 17 U.S.C. § 501, by the NEPA Defendants’ unauthorized use
19 of substantially similar packaging designs for packaging of “BroCone” products,
20 including the designs of following nine (9) BBK’s works whose copyrights the NEPA
21 Defendants infringed after the Effective Date of Registration of those BBK works with
22 the U.S. Copyright Office: Reg. Nos. TX 6-626-247, VA 1-962-325, VA 1-961-856, VA
23 2-297-893; VA 2-297-888; VA 2-313-563; VA 2-299-673; VA 2-320-503; VA 2-317-
24 293.

25 9. The Court finds that BBK has suffered and will continue to suffer irreparable harm
26 and injury from the NEPA Defendant’s past and continued use of the “BroCone” name,
27 “BroCone” Product Packaging, “THE NATURAL WAY TO ROLL” slogan, and any product
28 packaging, box, in-store display or design, advertising or slogan incorporating or confusingly

1 similar to the RAW™-Brand Trade Dress or the RAW®-Brand Product Slogan, the RAW Cone
 2 Bro™ name, and/or any of the RAW™-Brand Graphic Design Copyrights.

3 10. Pursuant to 15 U.S.C. § 1116, 17 U.S.C. § 502, and Rule 65(d) of the Federal Rules
 4 of Civil Procedure, the NEPA Defendants and their respective employees (while employed by or
 5 acting for any of the NEPA Defendants), officers, directors, agents, successors, and assigns, and
 6 all other persons or entities acting in active concert or participation with any of them, including
 7 but not limited to Bijay Shrestha and any entity of which Bijay Shrestha is a manager, officer,
 8 director or fifty percent (50%) owner (collectively, the “Enjoined Parties”), are hereby
 9 permanently enjoined from:

10 a. marketing, promoting, advertising, selling or offering for sale any product
 11 using the “BroCone” brand name, the “BroCone” Package and Box Graphic Designs (as
 12 defined in the SAC), or the slogan, “THE NATURAL WAY TO ROLL”, including but
 13 not limited to the following “BroCone” Products as identified in the NEPA Parties’

14 accounting records:

Item ID	Description
850023213044	BROCONE (1A) KING SIZE 32 PACK
850023213044A	BROCONE 1 1/4 32 PACKS PER BOX
850023213044B	BROCONE KING SIZE 32 PACKS PER
850023213099	BROCONE (7A) KING SIZE 32 PACK
850023213105	BROCONE (3) ORIGINAL KING SIZE
850023213129	BROCONE (4) ORIGINAL SINGLE WI
850023213143	BROCONE (5) ORIGINAL 76MM 24 P
850023213198	BROCONE (6) ORIGINAL TIPS 50 P
850023213808	BROCONE (12A) ORIGINAL KING SI
850023213808A	BROCONE ORIGINAL 1 1/4 20 PACK
850023213808B	BROCONE ORIGINAL KING SIZE 20
850023213822	BROCONE (13A) KING SIZE 20 PAC
850023213822A	BROCONE 1 1/4 20 PACKS PER BOX
850023213822B	BROCONE KING SIZE 20 PACKS PER
850023213860	BROCONE (1B) 1 1/4 32 PACKS PE
850023213860A	BROCONE 1 1/4 32 PACKS PER BOX
850023213860B	BROCONE KING SIZE 32 PACKS PER
850023213891	BROCONE (15B) ORIGINAL 11/4 20
850023213914	BROCONE (2) ORIGINAL 3+3 TRIP
850023213938	BROCONE (7B) 1 1/4 32 PACKS PE
850023213952	BROCONE (13B) 1 1/4 20 PACKS P

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- 850023213976 BROCONE (12B) ORIGINAL 1 1/4 2
- 850038138158 BROCONE (17A) BROWN 109MM CONE
- 850038138172 BROCONE (17B) BROWN 98MM CONE
- 850038138196 BROCONE (19B) PINK 98MM CONE 5
- 850038138219 BROCONE (19A) PINK 109MM CONE
- 850038138240 BROCONE (20A) PINK KING SIZE C
- 850038138264 BROCONE (20B) PINK 11/4 SIZE C
- 850038138295 BROCONE (11A) KING SIZE 800 CO
- 850038138349 BROCONE (11C) 11/4900 CONES PE
- 850038138370 BROCONE (17C) BROWN 84MM CONE
- 850038138394 BROCONE (17D) BROWN 60MM CONE
- 850038138417 BROCONE (9A) MIX-BLAST 109MM C
- 850038138479 BROCONE (19C) PINK 84MM CONE 5
- 850038138486 BROCONE (19D) PINK 60MM CONE 5
- 850038138516 BROCONE (9D) MIX BLAST 60MM CO
- 850038138530 BROCONE (11D) 98MM 800 CONES P
- 850038138554 BROCONE (9C) MIX-BLAST 84MM CO

b. otherwise using in commerce the “BroCone” name, “BroCone” Package and Box Graphic Designs and/or “THE NATURAL WAY TO ROLL” slogan, except that THE NATURAL WAY TO ROLL® slogan may be used solely in connection with BBK’s RAW™-Brand Products (as defined in the SAC); and

c. using, in connection with any smoking product or accessory, any hashtag consisting exclusively of and/or including the word “raw” on or in connection with any social media posts, except solely in connection with BBK’s RAW™-Brand Products.

11. The Enjoined Parties must do the following:

a. Within fifteen (15) calendar days of entry of this Judgment, destroy all “BroCone” Products in the Enjoined Parties’ possession, custody or control;

b. By September 30, 2023, provide BBK with the last known login credentials for the brocone.original Instagram account; and

c. File with the Court and serve upon BBK within thirty (30) days after entry of this Judgment a report in writing and signed under oath by respective corporate officers of the NEPA Defendants setting forth in detail the manner and form in which they have complied with each of the terms of this Order.

12. The NEPA Defendants are jointly and severally liable to BBK for, and shall pay

1 BBK, monetary damages for trademark, trade dress and copyright infringement in the amount
2 and in the manner as set forth in the parties' Confidential Settlement Agreement (the "Payment
3 Provision").

4 13. Other than as set forth herein, all claims asserted by BBK against the NEPA
5 Defendants in the SAC are hereby dismissed without prejudice.

6 14. BBK and the NEPA Defendants shall bear their own costs and attorneys' fees
7 relating to the claims between BBK and the NEPA Defendants.

8 15. This Judgment is without prejudice to any claims BBK has against any named
9 Defendants other than the NEPA Defendants.

10 16. This Judgment is without prejudice to claims the NEPA Defendants have against
11 any named Defendants other than the NEPA Defendants.

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1 17. There being no just reason for delay, this Judgment is entered as a final judgment
2 pursuant to Fed. R. Civ. P. 54(b).

3 **IT IS SO AGREED AND STIPULATED this 8th day of September, 2023:**

4 **DICKINSON WRIGHT PLLC**

FEINSTEIN & MENDEZ, P.A.

5 /s/ John L. Krieger

/s/ Brett Feinstein

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19 *Attorneys for Plaintiff*

21 **IT IS SO ORDERED** Sept. 12, 2023

22 **DATED:**

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25 THE HON. GLORIA M. NAVARRO
UNITED STATES DISTRICT JUDGE

26 4888-6931-0589 v1 [58183-369]