

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

POPSOCKETS LLC,

Plaintiff,

v.

Case No. 17-cv-827-pp

CRAIG HUEFFNER, individually and
d/b/a ABSOLUTE MARKETING,

Defendant.

**ORDER APPROVING STIPULATION FOR CONSENT JUDGMENT
(DKT. NO. 61) AND CLOSING CASE**

On July 12, 2019, the plaintiff filed a document titled “Consent Judgment and Permanent Injunction,” which the court construes as a motion to approve the parties’ agreement for the court to enter a consent judgment. Dkt. No. 61. The motion stated that the parties had agreed to the court’s entry of a judgment and permanent injunction on the terms the parties listed in the motion; both parties signed the motion. Id.

The court **APPROVES** the parties’ agreement as reflected in the motion. Dkt. No. 61.

The court **FINDS** that:

Plaintiff PopSockets filed this complaint alleging that the defendant, individually and doing business as Absolute Marketing, had infringed on U.S. Patent No. 8,560,031 and U.S. Design Patent No. D777,022.

PopSockets is the assignee and the sole and exclusive owner of all right, title, and interest in and to U.S. Patent No. 8,560,031 and U.S. Design Patent No. D777,022.

The court **ORDERS** that:

1. The defendant is **PERMANENTLY ENJOINED** from contending in this case or any other proceeding that the defendant's products (exemplary products are identified in Exhibits A and B, dkt. nos. 61-1, 61-2) or variations thereof, do not infringe the PopSockets Patents.
2. The defendant and his agents, servants, employers, attorneys and all those acting in privity, concert or participation with any of them **ARE IMMEDIATELY AND PERMANENTLY ENJOINED** from importing, making, using, selling, and/or offering for sale the accused product or any similar products for the life of the patent as long as there exists a valid asserted claim, and no final, non-appealable determination of invalidity of each asserted claim.
3. No appeals shall be taken by any party from this consent judgment and permanent injunction, the right to appeal being expressly waived by the parties.
4. Any violation of the consent judgment and permanent injunction by the defendant would cause irreparable harm to the plaintiff and, if such a violation occurs, the plaintiff will be entitled to immediate relief.
5. This court will retain jurisdiction for the purpose of enforcing the terms of the consent judgment, permanent injunction, and settlement agreement.

6. The court will enter final judgment reflecting this agreement and shall dismiss the case.

Dated in Milwaukee, Wisconsin this 23rd day of July, 2019.

BY THE COURT:

A handwritten signature in black ink, appearing to be 'P. Pepper', written over a horizontal line.

HON. PAMELA PEPPER
United States District Judge