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**GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP**  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PAISANO PUBLICATIONS, LLC, a  
Delaware limited liability company,

Plaintiff,

v.

KSLB&D, Inc., a North Dakota  
corporation; and DOES 1 through 20,  
inclusive,

Defendant.

Case No. CV-12-05772 SJO (MANx)

Assigned To: Hon. S. James Otero

ORDER GRANTING MOTION FOR  
PRELIMINARY INJUNCTION

Trial Date: None Set  
Action Filed: June 22, 2012

1 Plaintiff Paisano Publications, LLC's ("Paisano") Motion for Preliminary  
2 Injunction ("Motion"), came before this Court on July 26, 2012. Lee A. Dresie and  
3 Rachel Valadez of Greenberg, Glusker, Fields, Claman & Machtinger, LLP  
4 appeared on behalf of Paisano, and John B. Sganga and Joshua J. Stowell of  
5 Knobbe, Martens, Olson & Bear, LLP appeared on behalf of Defendant KSLB&D,  
6 Inc. Having reviewed the papers and considered the arguments of counsel, and  
7 good cause appearing therefore:

8  
9 IT IS HEREBY ORDERED AS FOLLOWS:

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11 1. The Motion is GRANTED for the reasons stated by the Court on the  
12 record. In particular, the Court finds Paisano is likely to succeed on the merits of  
13 its claims, including but not limited to, its claims regarding Defendant KSLB&D,  
14 Inc.'s breaches of the parties' License Agreement entered into as of March 22, 2011  
15 (the "License Agreement") and the parties' Vendor Agreement entered into as of  
16 the same date (the "Vendor Agreement"). The Court further finds that Paisano is  
17 likely to be irreparably harmed if a preliminary injunction is not issued and  
18 KSLB&D, Inc.'s bar and restaurant establishment originally named "Easyriders  
19 Saloon," located at the corner of Lazelle St. and Junction Ave in Sturgis, South  
20 Dakota ("Saloon"), is not renamed the "Easyriders Saloon" in advance of the start  
21 of the 2012 Sturgis Motorcycle Rally (the "Rally"). The Court further finds that the  
22 balance of hardships between KSLB&D, Inc. and Paisano tips in favor of Paisano  
23 due to the irreparable harm Paisano will suffer if KSLB&D, Inc. is not enjoined,  
24 and the fact that any potential harm to KSLB&D, Inc. as a result of this preliminary  
25 injunction will have been incurred as a result of KSLB&D, Inc.'s own actions;

26  
27 2. Pending a final resolution of the above-entitled action, Defendant  
28 KSLB&D, Inc., as well as its officers, agents, servants, employees and attorneys

1 (collectively, "KSLB&D") are enjoined as listed below. KSLB&D shall commence  
2 these actions immediately and complete them by 5:00 p.m. CDT on August 2,  
3 2012.

4 (a) KSLB&D shall immediately remove the main "Sturgis Saloon  
5 Co." sign on the third floor of the Saloon, as well as any other signs or references in  
6 and around the Saloon that refer to the Saloon as the "Sturgis Saloon Co." or any  
7 name other than the "Easyriders Saloon," and replace them with the original signs  
8 that identify the Saloon as the "Easyriders Saloon." This provision does not  
9 prevent KSLB&D from using existing signage indicating its address, 888, or  
10 generic names for the business including, but not limited to, steakhouse, saloon,  
11 bar, and grill(e).

12 (b) KSLB&D shall only use menus that identify the Saloon as the  
13 "Easyriders Saloon." KSLB&D shall use reasonable and best commercial efforts to  
14 obtain new menus identifying the Saloon as the "Easyriders Saloon." To the extent  
15 KSLB&D is unable to obtain sufficient such menus in advance of the Rally,  
16 KSLB&D may use stickers with the "Easyriders Saloon" name to entirely obscure  
17 any reference to the "Sturgis Saloon Co." contained on any Saloon menus.  
18 KSLB&D shall not use any menus identifying the Saloon as the "Sturgis Saloon  
19 Co." or by any name other than "Easyriders Saloon."

20 (c) All Saloon employees shall only wear uniforms or garments  
21 featuring the "Easyriders Saloon" or "Easyriders" name, and shall not wear  
22 anything bearing a "Sturgis Saloon Co." logo. To the extent KSLB&D is unable to  
23 obtain sufficient uniforms or other garments featuring the "Easyriders Saloon"  
24 name in advance of the Rally, it may use uniforms or garments featuring the  
25 "Easyriders" name. Paisano agrees to work with KSLB&D to ensure it has  
26 sufficient shirts featuring the "Easyriders" name to accomplish this objective,  
27 including interfacing with Paisano's suppliers to assist KSLB&D in purchasing said  
28 shirts at wholesale prices. If and only if, despite KSLB&D's efforts, it is unable to

1 obtain sufficient uniforms or garments featuring either the “Easyriders Saloon” or  
2 “Easyriders” names in advance of the Rally, employees unable to obtain such  
3 garments may wear blank garments with no insignia.

4 (d) KSLB&D shall only sell merchandise at the Saloon which features  
5 the “Easyriders Saloon” or “Easyriders” names. KSLB&D shall not sell or  
6 distribute any merchandise bearing the name, or otherwise identifying the Saloon  
7 as, the “Sturgis Saloon Co.” or any other name other than “Easyriders Saloon,”  
8 unless otherwise agreed upon in writing by the parties.

9 (e) Any websites operated by KSLB&D shall only refer to the Saloon  
10 as the “Easyriders Saloon” and shall under no circumstances reference the name the  
11 “Sturgis Saloon Co.,” unless to refer to the fact that the “Sturgis Saloon Co.” is  
12 once again the “Easyriders Saloon.”

13 (f) KSLB&D shall immediately remove or cover any billboards which  
14 identify the Saloon as the “Sturgis Saloon Co.” KSLB&D shall use reasonable and  
15 best commercial efforts to replace the billboards with signage that identifies the  
16 Saloon as the “Easyriders Saloon,” or that at least obscures all reference to the  
17 “Sturgis Saloon Co.”

18 (g) KSLB&D shall not issue any print advertisements, including but  
19 not limited to, in flyers, magazines, newspapers, or the like, that identify the Saloon  
20 as anything other than the “Easyriders Saloon.” KSLB&D will use its best efforts  
21 to issue new flyers advertising the Saloon as “Easyriders Saloon.”

22 (h) KSLB&D will use reasonable and best commercial efforts to  
23 notify any parties it previously informed that the Saloon had begun operating as the  
24 “Sturgis Saloon Co.” to inform them, in the manner originally communicated, that  
25 the Saloon is once again operating as the “Easyriders Saloon.” For the sake of  
26 clarity, KSLB&D is not required to contact each and every individual that may  
27 have seen a flyer or advertisement identifying the Saloon as the “Sturgis Saloon  
28 Co.” However, KSLB&D shall use reasonable and best commercial efforts to

1 contact any vendors or other relevant parties to inform them that the name has been  
2 changed back to the "Easyriders Saloon." KSLB&D shall not execute any contracts  
3 with third parties in which the Saloon is referred to as "Sturgis Saloon" or any  
4 name other than "Easyriders Saloon."

5 (i) To the extent not specifically addressed above, KSLB&D shall use  
6 reasonable and best commercial efforts to comply with the spirit of this order and  
7 remove any other references to the "Sturgis Saloon Co. and replace them with in  
8 kind references to the "Easyriders Saloon."

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10 3. It is the intention of the Court that this Order and Preliminary  
11 Injunction shall have no material negative impact or inflict any harm on innocent  
12 third parties. Accordingly, the foregoing shall not be enforced in a manner that  
13 would cause any such harm. For example, to the extent that the "Sturgis Saloon  
14 Co." appears on documents prepared for third parties including, but not limited to,  
15 checks, pay stubs, bills of service, and invoices, and changing the document back to  
16 "Easyriders Saloon" would cause delay and potential negative impact to the third  
17 party, the foregoing Order and Preliminary Injunction shall not be enforced in those  
18 circumstances. To that end, in the event KSLB&D is unable to comply with some  
19 portion of this Order without inflicting such harm and the parties cannot resolve the  
20 issue themselves, the parties shall immediately notify the Court and the Court will  
21 make every effort to hold an expedited telephonic hearing to determine the  
22 applicability of this Order in the context raised.

23  
24 4. Any disputes between the parties concerning the enforceability and/or  
25 interpretation of this order may be raised telephonically with the Court.

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27 5. Provided Paisano puts up a bond in the amount of \$50,000 either  
28 through: a) deposit in its counsel of record, Greenberg Glusker's, client trust

