

Eastwood v. Mediatonas UAB

Decided Oct 12, 2021

2:20-cv-06503-RGK-JDE

10-12-2021

CLINT EASTWOOD, an individual; GARRAPATA, LLC, a California limited liability company, Plaintiffs, v. MEDIATONAS UAB, a Lithuanian private limited company DOES 2-30, inclusive, Defendants.

HON. R. GARY KLAUSNER, JUDGE.

[PROPOSED] JUDGMENT

1 HON. R. GARY KLAUSNER, JUDGE. *1

On February 12, 2021, Plaintiffs Clint Eastwood (“Mr. Eastwood”) and Garrapata, LLC (“Garrapata”) (collectively, “Plaintiffs”) filed a First Amended Complaint (“Complaint”) against Mediatonas UAB (“Defendant”) alleging (1) violation of [California Civil Code § 3344](#); (2) violation of common law right of publicity; (3) false endorsement under the Lanham Act; (4) trademark infringement; (5) common law trademark infringement; (6) defamation; and (7) false light invasion of privacy. Defendant has neither answered nor otherwise responded to the Complaint. On March 18, 2021, the Clerk entered default against Defendant. (ECF No. 59.)

On October 1, 2021, the Court granted Plaintiffs’ Motion for Default Judgment against Defendant and entered an order thereon. (ECF 83). For the reasons set forth in the Court’s order, IT IS HEREBY ORDERED, ADJUDICATED and DECREED that:

1. Judgment is entered in favor of Plaintiffs and against Defendant.

2. Defendant, and its officers, agents, servants, employees, attorneys, representatives, and all persons acting in concert or participating with them, are restrained and enjoined from (1) using any of Mr. Eastwood’s publicity rights, including Mr. Eastwood’s name or any iteration thereof, photograph, likeness, voice, sound-alike voice, signature, identities or persona, including without limitation the names “Clint, ” “Eastwood, ” and “Clint Eastwood, ” and all references to Mr. Eastwood, including his films and film characters, on or in connection with Defendant’s products, product packaging, product labeling, and/or the advertising, marketing or promotion thereof; (2) disseminating false and defamatory statements that Mr. Eastwood is in the business of manufacturing, distributing, or selling CBD products; (3) engaging in any unfair competition with Plaintiffs in any manner, or engaging in any conduct that would tend to falsely represent or likely confuse, mislead or deceive suppliers, purchasers, or any member of the public into thinking *2 that Defendant, or any person or entity affiliated with Defendant, is associated with Mr. Eastwood, or that Defendant’s products originate from or are associated with Mr. Eastwood, or that Mr. Eastwood has otherwise sponsored, approved, or licensed any products or services of Defendant or of any person or entity affiliated therewith.

3. Defendant is ordered to pay Plaintiffs monetary relief in the amount of Six Million, Ninety-Four Thousand, Five Hundred Sixty-Five Dollars and Thirty-Three Cents (\$6, 094, 565.33) plus post-judgment interest thereon. Post-judgment interest

shall accrue beginning on the date of entry of this Order and shall be determined pursuant to 28 U.S.C. § 1961.

4. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Judgment, including the permanent injunction

herein.

3 **IT IS SO ORDERED.** *3

