

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Seiko Epson Corporation v. Burkwitz Solutions Inc.

140 S. Ct. 2298 · No. 2:24-cv-10133-SVW-AS · Decided April 24, 2025

SUMMARY

The United States District Court for the Central District of California entered a final consent judgment resolving Seiko Epson Corporation and its affiliates' patent and trademark infringement claims against Burkwitz Solutions, Inc. The judgment permanently enjoins the defendant from selling specified infringing ink cartridges and using the Epson Marks or confusingly similar identifiers, while retaining jurisdiction to enforce the judgment.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Stephen V. Wilson
JURISDICTION	United States District Court for the Central District of California
DECIDED	April 24, 2025
DOCKET	2:24-cv-10133-SVW-AS
DISPOSITION	other
PROCEDURAL POSTURE	The court entered a stipulated final consent judgment and permanent injunction resolving patent- and trademark-infringement claims against Burkwitz Solutions, Inc.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- patent infringement
- trademark infringement
- injunctions
- equitable relief
- commercial litigation

PRACTICE AREAS

- patent law
- trademark law
- civil procedure
- equitable relief
- commercial litigation

QUESTIONS PRESENTED

1. Whether the court should enter the parties' stipulated final consent judgment resolving the patent- and trademark-infringement litigation.

2. What injunctive restrictions and enforcement provisions should govern Burkwitz Solutions, Inc. and persons acting in concert with it.
3. Whether the consent judgment should have claim-preclusion effect and resolve the parties' claims and counterclaims with prejudice.

HOLDINGS

1. The court entered the parties' stipulated final consent judgment and permanent injunction, concluding the litigation as to Burkwitz Solutions, Inc.
2. Burkwitz Solutions, Inc. and covered persons acting in concert with it are enjoined from making, using, selling, offering to sell, or importing the accused products or products no more than colorably different from them.
3. Burkwitz Solutions, Inc. and covered persons acting in concert with it are enjoined from using the Epson Marks or any confusingly similar mark, name, design, logo, slogan, domain name, or other identifier, and must remove such materials from physical and digital platforms within seven days.
4. The consent judgment finally concludes and disposes of the claims and counterclaims between the plaintiffs and Burkwitz Solutions, Inc. with prejudice and is entitled to issue- and claim-preclusion effect.

KEY QUOTATIONS

“Defendant and its officers and directors, agents, servants, employees, attorneys, and distributors, who are in active concert or participation with, through, or under it and who receive actual notice of this Consent Judgment by personal service or otherwise, shall not make, use, sell, offer to sell, or import into the United States the Accused Products or any products no more than colorably different therefrom.” (at 5)

“Defendant and its officers and directors, agents, servants, employees, attorneys, and distributors, who are in active concert or participation with, through, or under it and who receive actual notice of this Consent Judgment by personal service or otherwise, shall not make any use of the Epson Marks or any mark, name, design, logo, slogan, domain name, or other identifier that is confusingly similar to the Epson Marks.” (at 5)

“This Consent Judgment shall finally conclude and dispose of all claims and counterclaims of Plaintiffs against Defendant and Defendant against Plaintiffs with prejudice.” (at 6)

FACTUAL BACKGROUND

Seiko Epson owned the asserted patents concerning ink cartridges and related printer components, while Epson America and Epson Portland held exclusive licenses for specified United States distribution and manufacturing rights. Epson also owned registered trademarks covering printer ink, ink bottles, and ink cartridges. The plaintiffs alleged that Burkwitz Solutions sold or offered for sale ink cartridges and ink bottles that infringed the patents and trademarks, including products bearing the asserted marks and sales through websites and online marketplaces.

PROCEDURAL HISTORY

Seiko Epson Corporation, Epson America, Inc., and Epson Portland Inc. brought patent- and trademark-infringement claims against Burkwitz Solutions, Inc. and individual defendants. The parties agreed to terminate the litigation through a consent judgment, stipulated that there was no just reason to delay entry of final judgment as to Burkwitz Solutions, Inc., waived appeal, and requested entry of final judgment. The court entered the consent judgment with prejudice as to the claims and counterclaims between the plaintiffs and Burkwitz Solutions, Inc.

DISPOSITION

other

CASES CITED

- United States Patent & Trademark Office v. Booking.com B. V., 140 S. Ct. 2298, 2302 (2020)

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