UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Just Goods, Inc. v. Just, Inc.

Just Goods · No. 18-cv-02198-WHO · Decided July 18, 2025

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6 7 JUST GOODS, INC., Case No. 18-cv-02198-WHO 8 Plaintiff, THIRD ORDER ON PER DIEM 9 v. SANCTIONS 10 JUST, INC., et al., Re: Dkt. Nos. 237, 238 Defendants. 11 12 In response to my April 10, 2025, Further Order on the Per Diem Sanctions, Dkt. No. 234, 13 parties filed statements concerning defendants' current state of compliance with the Term Sheet 14 the parties agreed to almost six years ago.

Eat Just Statement [Dkt. No. 237]; Just Goods, Inc. 15 Statement [Dkt. No. 238]. They continue to disagree. Defendants contend that they have done 16 everything "within their control" to achieve compliance—even going so far as to request that I 17 order non-party Walmart.com to change the product listing on its website. Eat Just Statement 2–3. 18 Just Goods, Inc. ("JGI"), on the other hand, explains not only that there is outstanding infringing 19 activity defendants should have been able to resolve by now without blaming third parties, but 20 also that defendants have engaged in new violations since my last Order issued.

Just Goods, Inc. 21 Statement 1–4. 22 Progress has generally been made since my first Order on the per diem sanctions. See 23 Order on the Per Diem Sanctions ("February 25, 2025 Order"). But defendants are without a 24 doubt in continued violation of the Term Sheet. I therefore continue to impose sanctions.

In my 25 discretion, I decrease the sanction amount to $15,000.00 per month starting from the last- 26 sanctioned date of January 15, 2025, through the month of June 2025, totaling $82,500.00. For 27 the same reasons explained in the February 25, 2025 Order, defendants are to equally split the 1 installments: The first installment is due October 1, 2025; the second installment is due January 1, 2 || 2026, and the final installment is due April 1, 2026.

It is my hope and expectation that defendants 3 will attain full compliance by October. 4 Additionally, JGI continues to spend attorney fees for the ongoing pursuit of defendants' 5 compliance for which it must be compensated. See Just Goods, Inc. Statement 6-7. I accounted 6 || for some of the amount it now requests in my February 25, 2025 Order. See February 25, 2025 7 Order at 6 ("These additional attorney fees were "caused by [defendant's] violation of the consent 8 || judgment" and are therefore appropriately awarded as compensatory sanctions." (citing General 9 Signal Corp. v. Donallco, Inc., 787 F.2d 1376, 1380 (9th Cir.

1986))). I therefore exclude them from the instant calculations. Defendants are ORDERED to reimburse JGI the remainder of its outstanding attorney fees—totaling $40,182.00. Defendants shall pay JGI's attorney fees within 30 days of this Order. Parties are also ORDERED to file another status update. Defendants shall file an update on their compliance with the Term Sheet by October 15, 2025, including an update concerning the 3 new violations raised in JGI's June 26, 2025, statement.

JGI may file a response by November 8, a 2025. 3 This is now my third Order issuing sanctions to defendants in an effort to achieve compliance with the parties' agreement. See Dkt. Nos. 228, 234. I do not expect there to be a fourth. IT IS SO ORDERED. Dated: July 18, 2025. \f William H. Orrick United States District Judge