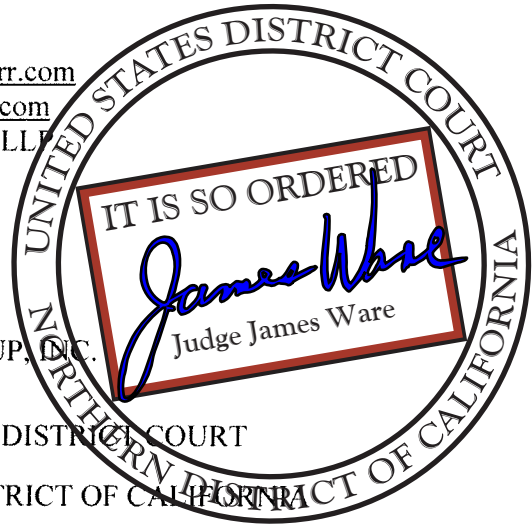


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Attorneys for Plaintiff, LIFTED RESEARCH GROUP, INC.



THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

LIFTED RESEARCH GROUP, INC.,)
a California corporation,)
)
Plaintiff,)
)
v.)
)
HUSAM RADI a/k/a HOSAM RADI and)
FADI SULEIMAN, individually and)
jointly, d/b/a HIP HOP STAR, and)
DOES 1-10,)
Defendants.)

Case No. C 08-04496 JW

**STIPULATION FOR ENTRY OF
CONSENT FINAL JUDGMENT AND
CONSENT PERMANENT
INJUNCTION**

Plaintiff, Lifted Research Group, Inc. ("LRG"), by and through its undersigned counsel, and Defendants Husam Radi a/k/a Hosam Radi ("Radi") and Fadi Suleiman ("Suleiman"), individually and jointly, d/b/a Hip Hop Star (collectively the "Defendants"), hereby stipulate to the entry of the attached Consent Final Judgment and Consent Permanent Injunction.

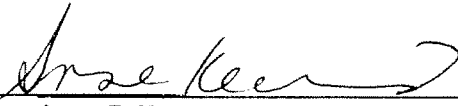
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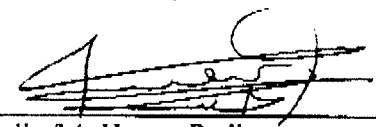
WHEREFORE, LRG and Defendants respectfully request this Court sign and enter the attached Consent Final Judgment and Consent Permanent Injunction.

Dated: April 30, 2009

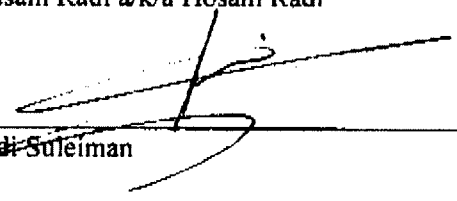
KRIEG, KELLER, SLOAN, REILLEY & ROMAN LLP

By: 
Anne E. Kearns
Attorneys for Plaintiff
Lifted Research Group, Inc.

Dated: April 9, 2009

By: 
Husam Radi a/k/a Hosam Radi

Dated: April 9, 2009



By: 
Fadi Suleiman

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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

LIFTED RESEARCH GROUP, INC.,)	Case No. C 08-04496 JW
a California corporation,)	
)	
Plaintiff,)	CONSENT PERMANENT
)	INJUNCTION
v.)	
)	
HUSAM RADI a/k/a HOSAM RADI and)	
FADI SULEIMAN, individually and)	
jointly, d/b/a HIP HOP STAR, and)	
DOES 1-10,)	
Defendants.)	

Plaintiff, Lifted Research Group, Inc. (“LRG”) and Defendants Husam Radi a/k/a Hosam Radi (“Radi”) and Fadi Suleiman (“Suleiman”), individually and jointly, d/b/a Hip Hop Star (collectively the “Defendants”), stipulate and consent to the following:

WHEREAS, the Defendants allegedly adopted and began using marks in United States which allegedly infringe LRG’s registered trademarks: LIFTED RESEARCH GROUP, L R G,  and  (collectively the “LRG Marks”), and the work protected by LRG’s United States Copyright Registration No. VA-1-348-151 (the “LRG Copyright”);

WHEREAS, the Defendants’ alleged use of names and marks which incorporate one or more of the LRG Marks and/or LRG’s Copyrighted work is likely to cause confusion as to source or origin; and

1 WHEREAS, based upon LRG's good faith prior use of its Marks and Copyrighted work,
2 LRG has superior and exclusive rights in and to the LRG Marks and the LRG Copyright in the
3 United States and any confusingly similar names or marks.

4 IT IS ORDERED, ADJUDGED AND DECREED:

5 1. That Defendants, their agents, representatives, servants, employees, and all persons in
6 active concert and participation therewith are hereby permanently restrained and enjoined, from
7 manufacturing or causing to be manufactured, importing, advertising or promoting, distributing,
8 selling or offering to sell counterfeit and/or infringing goods bearing the LRG Marks and/or the work
9 protected by the LRG Copyright, and any substantially similar marks or works; from using the LRG
10 Marks and/or Copyright, or any marks or works substantially similar thereto, in connection with the
11 sale of any unauthorized goods; from using any trademark, trade dress, trade name, logo, and/or
12 layout which may be calculated to falsely advertise the services or products of the Defendants as
13 being sponsored by, authorized by, endorsed by, or in any way associated with LRG; from falsely
14 representing themselves as being connected with LRG, through sponsorship or association as defined
15 in 15 U.S.C. § 1125(a), or engaging in any act as defined 15 U.S.C. § 1125(a) which is likely to
16 falsely cause members of the trade and/or of the purchasing public to believe any goods or services
17 of the Defendants are in any way endorsed by, approved by, and/or associated with LRG; from using
18 any reproduction, counterfeit, copy, or colorable imitation of the LRG Marks and/or the work
19 protected by the LRG Copyright in connection with the publicity, promotion, sale, or advertising of
20 any goods sold by the Defendants, including, without limitation, clothing products; from affixing,
21 applying, annexing or using in connection with the sale of any goods, a false description or
22 representation, including words or other symbols tending to falsely describe or represent the
23 Defendants' goods as being those of LRG, or in any way endorsed by LRG; from unfairly competing
24 with LRG in accordance with 15 U.S.C. § 1125(a); from secreting, destroying, altering, removing, or
25 otherwise dealing with the unauthorized products or any books or records which contain any
26 information relating to the importing, manufacturing, producing, distributing, circulating, selling,
27 marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized
28 products which infringe the LRG Marks and/or the LRG Copyright; and from effecting assignments

1 or transfers, forming new entities or associations or utilizing any other device for the purpose of
2 circumventing or otherwise avoiding the prohibitions set forth above.

3 2. Any party shall have the right to seek sanctions for contempt, compensatory damages,
4 injunctive relief, attorneys' fees, costs, and other relief deemed proper in the event of a violation or
5 failure to comply with any of the provisions hereof.


6 3. The cause between LRG and the Defendants is hereby dismissed with prejudice,
7 subject to the terms of the Settlement Agreement between the parties.

8 4. The parties' respective attorney's fees and costs incurred in connection with this
9 action shall be borne as per the agreement of the individual parties in their Settlement Agreement.

10 5. This Court will retain continuing jurisdiction over this cause to enforce the terms of
11 this Stipulated Consent Permanent Injunction and Settlement Agreement between the parties.

12 6. All allegedly counterfeit and infringing goods currently in the possession, custody or
13 control of the Defendants shall be delivered to LRG's counsel and destroyed under the direction of
14 LRG.

15 SO ORDERED this 6 day of May, 2009.

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17 
18 JAMES WARE
United States District Judge

