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8 Attorneys for Defendants
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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 ULTRA 2000 MANUFACTURING
INTERNATIONAL, INC.,

14 Plaintiff,
15

16 vs.

17 SMART, INC. dba CHEMICAL
GUYS MFG. CO. a California
corporation, PAUL SCHNEIDER, an
18 individual, and DOES 1 through 10,

19 Defendants.
20

CASE NO. CV08-01049-PSG (PLAx)
STIPULATED JUDGMENT

21 **JURISDICTION AND VENUE**
22

23 1. This court's jurisdiction is predicated on 28 U.S.C. §§1331, 1338 and
24 28 U.S.C. §1367.

25 2. Venue in this court is proper pursuant to 28 U.S.C. §1391.
26

3. This Court has personal jurisdiction over the Parties in connection with the allegations set forth in the Complaint.

BACKGROUND

4. Ultra 2000 Manufacturing International, Inc., is a Nevada corporation, d/b/a/ in Nevada as Kenneth Friedl Ultra 2000 Mfg. Co. ("Ultra") in Nevada with its principal place of business in California. Ultra manufactures and distributes surface polish products for automobiles, aircraft, and watercraft.

5. Smart, Inc., d/b/a/ Chemical Guys Manufacturing Co. is a California corporation having its principal place of business in California (“CGM”). CGM manufactures and distributes auto detailing and car wash products.

6. Paul Schneider, an employee of CGM ("Mr. Schneider"), is an individual residing in Los Angeles County California.

7. Ultra owns trademarks in the wordmarks ULTRA 2000, GLASSPLEXIN, GLARE and SPIDER, and a design mark comprising SPIDER along with a silhouette spider for surface polish for automobiles, aircraft, and watercraft (collectively, the “Ultra Marks.”)

8. Ultra further owns registered trademarks in the wordmarks GLASSPLEXIN, U.S. Trademark Reg. No. 2,680,654 and GLARE, U.S. Trademark Reg. No. 2,711,023.

STIPULATED JUDGMENT

1 9. CGM, its directors, officers, agents, servants, employees, including
2 Mr. Schneider, and any other persons controlled by CGM acknowledge and admit
3 that Ultra is the undisputed owner of Ultra Marks as described above and
4 represent, warrant and promise that they shall not for commercial or personal
5 purposes, use, copy, imitate, publish, sell or distribute any products of the Ultra
6 Marks or similar marks, including GLASSSYN. However, CGM may use the
7 word "ultra" as an adjective in connection with describing any of its products.
8

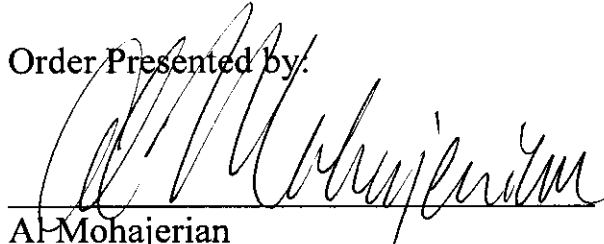
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10 10. Each Party shall bear its own respective attorneys fees and costs of suit
11 incurred in this litigation.
12


13 11. The Parties agree that all claims are dismissed with prejudice and this
14 Order shall act as a full and final resolution of any and all claims, actions, causes
15 of action, based on any statute or provision of common law, whether legal or
16 equitable, and all liability arising out of, or in any way related to the Parties
17 commercial activities. The Parties acknowledge they may hereafter discover
18 facts in addition to or different from those whey they now know or believe to be
19 true, and that they may have sustained or may yet sustain damages, costs or
20 expenses that are presently unknown and that relate to the matters encompassed
21 by their settlement and this Order. The Parties have acknowledged, however, that
22 they have negotiated, agreed upon, and entered into their settlement in light of
23 such possibilities and it is the intention of the Parties that this Order shall be
24 effective as a bar to any and all actions, fees, damages, losses, claims, liabilities
25
26

1 and demands of whatever character, nature and kind, known or unknown,
2 suspected or unsuspected. In furtherance of this intention, the Parties have
3 waived any and all rights which they may have under state or federal statute or
4 common law principle that would otherwise limit the effect of this Order to
5 claims known or suspected at the date on which the Parties hereto execute their
6 settlement, and the Parties specifically and knowingly waive the effect and
7 protections of Section 1542 of The California Civil Code, which provides:

11 **A general release does not extend to claims which the creditor does not
12 know or suspect to exist in his favor at the time of executing the release,
13 which if known by him must have materially affected his settlement with
14 the debtor.**

14 Order Presented by:

15 
16 Al Mohajerian
17 Mohajerian Law Corp,
18 Attorneys for Plaintiff

19 
20 Jeffrey F. Craft
21 Lee, Hong Degerman, Kang & Waimey
22 Attorneys for Defendants

23
24 **ORDER ENFORCING STIPULATED SETTLEMENT**

25 Notice having been given, the Court having considered the Stipulation of the
26 interested parties, and it appearing to the Court that there is good cause to
approve the Stipulated Settlement,

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3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

4 1. This United States District Court for the Central District of California
5 shall enforce the terms of this settlement as memorialized by this Stipulated
6 Judgment.
7

8 2. Dismissal of this lawsuit with prejudice is conditioned upon the
9 Parties' full compliance with the terms of this Stipulated Judgment.
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11 **This Order shall so operate.**

12 DATED: November 14, 2008 PHILIP S. GUTIERREZ
13

14 Hon. Phillip S. Gutierrez
15 United States District Court Judge
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PROOF OF SERVICE

STATE OF CALIFORNIA, CITY AND COUNTY OF LOS ANGELES

I am employed in the city and county of LOS ANGELES, State of California. I am over the age of 18 and not a party to the within action; my business address is: *1925 Century Park East, Suite 500, Los Angeles, CA 90067.*

On November 13, 2008, I served the foregoing document described **STIPULATED JUDGMENT** in this action;

___ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:
___ by placing ___ the original X a true copy thereof enclosed in sealed envelopes addressed as follows:

Jeffrey F. Craft, Esq.
LEE, HONG, DEGERMAN, KANG & WAIMEY
660 South Figueroa St.
Suite 2300
Los Angeles, CA 90017

Paul D. Chancellor, Esq.
OCEAN LAW
3463 Red Bluff Court
Simi Valley, CA 93063

Attorneys for Defendants SMART, INC. and
PAUL SCHNEIDER

X **BY MAIL** I caused said envelope to be deposited in the U.S. Mail, as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

___ **BY FACSIMILE** I served the forgoing document on the named party by facsimile transmission pursuant to Rules 2001 et sq at the party's facsimile number shown hereinabove. A transmission report was properly issued by the sending facsimile machine (which complied with Rule 2003(3), and the transmission reported as complete without error.

___ **BY FEDERAL EXPRESS** I deposited in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents, (copy of the attached document), together with a signed copy of this declaration, in an envelope designated by the said express service carrier, with deliver fees paid or provided for, addressed as listed above.

Executed on November 13, 2008, at Los Angeles, California.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(Signature):

Print Name: MICHAEL T. SMITH

PROOF OF SERVICE