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Attorney for Defendants and Counterclaimants
ASHLYNN MARKETING GROUP, INC
and Defendants KASSIR IMPORT-EXPORT
CO., INC., ZIAD G. KASSIR, WASEM
SALIMAN, POWAY DISTRIBUTION and
ROSS JARAMILLO

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT

JMAS ENTERPRISES, INC., and
PHD MARKETING, INC.,

Plaintiffs,

vs.

ASHLYNN MARKETING
GROUP, INC., KASSIR IMPORT-
EXPORT CO., INC. dba KASSIR
CO., ZIAD G. KASSIR, WASEM
SALIMAN, ROSS JARAMILLO,
POWAY DISTRIBUTION,
NEWOTECH INDUSTRIAL LTD.
dba VITA TECH

Defendants.

Case No.: 11 CV 06258 SVW PJWx
HON. STEPHEN V. WILSON

STIPULATED FINAL
~~PROPOSED~~ CONSENT
JUDGMENT AND
PERMANENT INJUNCTION

CONSENT JUDGMENT AND PERMANENT INJUNCTION

1 ASHLYNN MARKETING
2 GROUP, INC.,

3 Counterclaimant,

4 vs.

5 JMAS ENTERPRISES, INC., PHD
6 MARKETING, INC. and THAER
AHMAD and ROES 1-10
inclusive,

7 Counterclaim-
8 Defendants

9 **CONSENT JUDGMENT**

10 Plaintiffs JMAS Enterprises Inc., a Florida corporation; ("JMAS"), PHD
11 Marketing, Inc., a California corporation ("PHD"); and Thaer "Mike" Ahmad
12 ("Ahmad") on the one hand; and Kassir Import-Export Co., Inc. d/b/a Kassir Co.,
13 ("Kassir Co.") a California corporation; and Ashlynn Marketing Group, Inc., a
14 California corporation ("Ashlynn"), on the other hand, having considered the facts
15 and applicable law and having agreed to the entry of this Stipulated Final Consent
16 Judgment and Permanent Injunction ("Consent Judgment"), and having stipulated
17 to entry of final judgment in this action, it is hereby ordered, adjudged, and
18 decreed as follows. JMAS, PHD, Ahmad, Kassir Co., and Ashlynn are referred to
19 herein as the "Parties" and each, individually, is referred to herein as a "Party."
20 JMAS, PHD and Ahmad are sometimes referred to herein as "Plaintiffs." Kassir
21 Co. and Ashlynn are sometimes referred to herein as "Defendants."

22 **FINDINGS OF FACT**

1 1. Plaintiff JMAS is a corporation organized and existing under
2 the laws of the state of Florida. Plaintiff PHD is a corporation organized and
3 existing under the laws of the state of California. JMAS and PHD each have their
4 principal place of business located at 464 E. 4th Street, Los Angeles, CA 90013.

5
6 JMAS and PHD are in the business of selling general merchandise to distributors,
7 wholesalers, and retailers. One such item of merchandise is SQUARE brand e-
8 cigarettes ("SQUARE E-Cigarettes").

9
10 2. Defendant Kassir Co. is a corporation organized and existing
11 under the laws of the state of California, with its principal place of business
12 located at 5635 Smithway St., Los Angeles, CA 90040. Kassir Co. claims to be
13 the exclusive distributor of IMPERIAL brand e-cigarettes ("IMPERIAL E-
14 Cigarettes").
15

16
17 3. Defendant Ashlynn is a corporation organized and existing
18 under the laws of the state of California, with a principal place of business located
19 at 124 W. Main St., Suite 210, El Cajon, CA 92020. Ashlynn claims to import
20 IMPERIAL E-Cigarettes.
21

22 4. Plaintiffs own all right, title, and interest in, including the right
23 to sue thereon and the right to recover for infringement thereof, U.S. Copyright
24 TX-7-384-196 (the "JMAS Copyright"), and pending U.S. Trademark Application
25 Nos. 85374845 and 85374854, and Nevada Trademark Registration Nos.
26
27
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1 20110541230-99 and 20110541242-32 (the "JMAS Trademarks").

2 5. JMAS and PHD brought this action against Defendants and
3 others for alleged infringement of the JMAS Copyright and JMAS Trademarks, as
4 well as for false designation of origin, false representation of fact, and California
5 statutory and common law unfair competition. Defendants brought Counterclaims
6 against Plaintiffs for declaratory judgment of non-infringement, unfair
7 competition, copyright misuse, intentional interference with contract and
8 prospective economic advantage, and injunctive relief.
9

10 6. Defendants have imported into, sold within, and offered to sell
11 within, the United States, including in the State of California, certain IMPERIAL
12 E-Cigarettes that Plaintiffs have alleged infringe the JMAS Copyright and the
13 JMAS Trademarks (hereinafter, the "Accused Products"). Images of certain of the
14 Accused Products are attached hereto as "Attachment G-1," incorporated herein
15 by reference.
16

17 7. Defendants hereby stipulate that Plaintiffs are the owners of
18 the JMAS Copyright and JMAS Trademarks, and that Plaintiffs have imported
19 and sold SQUARE E-Cigarettes in the United States and that Defendants have
20 imported and sold IMPERIAL E-Cigarettes in the United States.
21

22 8. Defendants hereby stipulate that the JMAS Copyright is valid
23 and enforceable, and the JMAS Trademarks are non-functional, distinctive, valid
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1 and enforceable, and that Defendants will not contest or assist another in
2 contesting infringement of the JMAS Copyright and JMAS Trademark.

3 9. Any finding of fact which is deemed to be a Conclusion of
4 Law is hereby adopted as such. Any Conclusion of Law which is deemed to be a
5 finding of fact is hereby adopted as such.
6

7 10. The Parties seek to terminate this litigation without admitting
8 fault or wrongdoing through this Consent Judgment.
9

10 **CONCLUSIONS OF LAW**
11

12 11. This is an action for, inter alia, copyright infringement and
13 trademark infringement arising under the laws of the United States, 17 U.S.C. §§
14 101 et seq., the Lanham Act, 15 U.S.C. § 1125(a). This Court has jurisdiction
15 over the subject matter of this lawsuit pursuant to 28 U.S.C. §§ 1331 and 1338(a).
16

17 12. This Court has personal jurisdiction over the Parties, and venue
18 is proper in this district pursuant to 28 U.S.C. § 1400(b).
19

20 13. The JMAS Copyright is valid and enforceable.
21

22 14. The JMAS Trademarks are non-functional, distinctive, valid
23 and enforceable.
24

25 15. Plaintiffs have alleged that Defendants have infringed directly,
26 contributorily, and/or by inducement the JMAS Copyright and the JMAS
27 Trademarks by virtue of their sale of the Accused Products. Plaintiffs have
28

1 alleged, and Defendants do not contest, and on that basis the Court finds that the
2 Accused Products all infringe the JMAS Copyright and the JMAS Trademarks.
3
4 No determination is made that models of IMPERIAL E-Cigarettes that are
5 colorably different from the Accused Products infringe or do not infringe the
6 JMAS Copyright or the JMAS Trademarks.

7
8 16. The Parties intend and this Court explicitly orders that the
9 issues of distinctiveness, functionality, validity, enforceability, and infringement
10 are hereby finally concluded and disposed of and this Consent Judgment bars
11 Defendants from contending in this action or any other proceeding that the
12 Accused Products and other products that are not colorably different therefrom do
13 not infringe the JMAS Copyright and JMAS Trademarks.
14
15

16 17. This Judgment shall finally conclude and dispose of this
17 litigation, and, as to Plaintiffs and Defendants this Judgment shall be entitled to
18 issue and claim preclusion effect in future litigation or Copyright Office or
19 Trademark Office proceedings related to the JMAS Copyright or JMAS
20 Trademarks.
21
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23 **IT IS HEREBY FOUND, ORDERED, ADJUDGED, AND DECREED**
24 **THAT:**
25

26 A. Remedies and Releases for past infringement and Notice
27 Obligations before bringing future patent lawsuits, shall be in accordance with a
28

1 Confidential Settlement Agreement made and entered into by the Parties on
2 February 14, 2012.

3 B. Defendants Ashlynn and Kassir Co., their officers, directors,
4 and all persons who are in active concert or participation with, under or through
5 them, or any of them, and who receive actual notice of this judgment, by personal
6 service or otherwise, are hereby permanently enjoined from the sale of infringing
7 Accused Products, any other products not colorably different therefrom and from
8 any other acts that directly or indirectly infringe the JMAS Copyright or JMAS
9 Trademarks, and from causing, inducing or contributing to the infringement of the
10 JMAS Copyright or JMAS Trademarks by others.

11 C. This Consent Judgment shall become null and void on the
12 expiration date of the last to expire of the JMAS Copyright or JMAS Trademarks.
13 This Consent Judgment shall not apply with respect to any claim of an intellectual
14 property right that has expired or been found or adjudicated invalid or
15 unenforceable by a court of competent jurisdiction, provided that such finding or
16 judgment has become final and non-reviewable.

17 D. This Court retains exclusive jurisdiction of this action for the
18 purpose of insuring compliance with this Consent Judgment and enforcement of
19 the Confidential Settlement Agreement.

20 E. No appeal shall be taken by any party from this Consent
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1 Judgment, the right to appeal from this Consent Judgment being expressly waived
2 by the Parties.

3 F. This Consent Judgment shall finally conclude and dispose of
4 all claims and counterclaims of Plaintiffs against Defendants and of Defendants
5 and their officers against Plaintiffs with prejudice.
6

7 G. Each party shall bear its own costs and attorney's fees.
8

9 H. Final Judgment shall be entered hereto, forthwith, without
10 further notice.
11

12 The Clerk is directed to enter this Final Consent Judgment and Permanent
13 Injunction forthwith.
14

15 Dated: March 22, 2012

16 FOX ROTHSCHILD LLP

17
18 By 

19 Aaron Craig

20 Attorneys for Plaintiffs and Counter-
21 Defendants JMAS Enterprises, Inc.,
22 PHD Marketing Inc., and Thaer
23 Ahmad.
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1 Dated: March 22, 2012
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EASTMAN, APLC

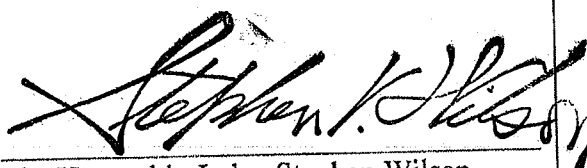
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5 By 
6

Gary L. Eastman/Esq.

7 Attorneys for Defendants Ashlynn
8 Marketing Group, Inc., Kassir
9 Import-Export Company, Inc., Ziad
10 Kassir, Wasem Saliman, Poway
11 Distribution and Ross Jaramillo
12

13 IT IS SO ORDERED.

14 Dated: 5/4/12
15



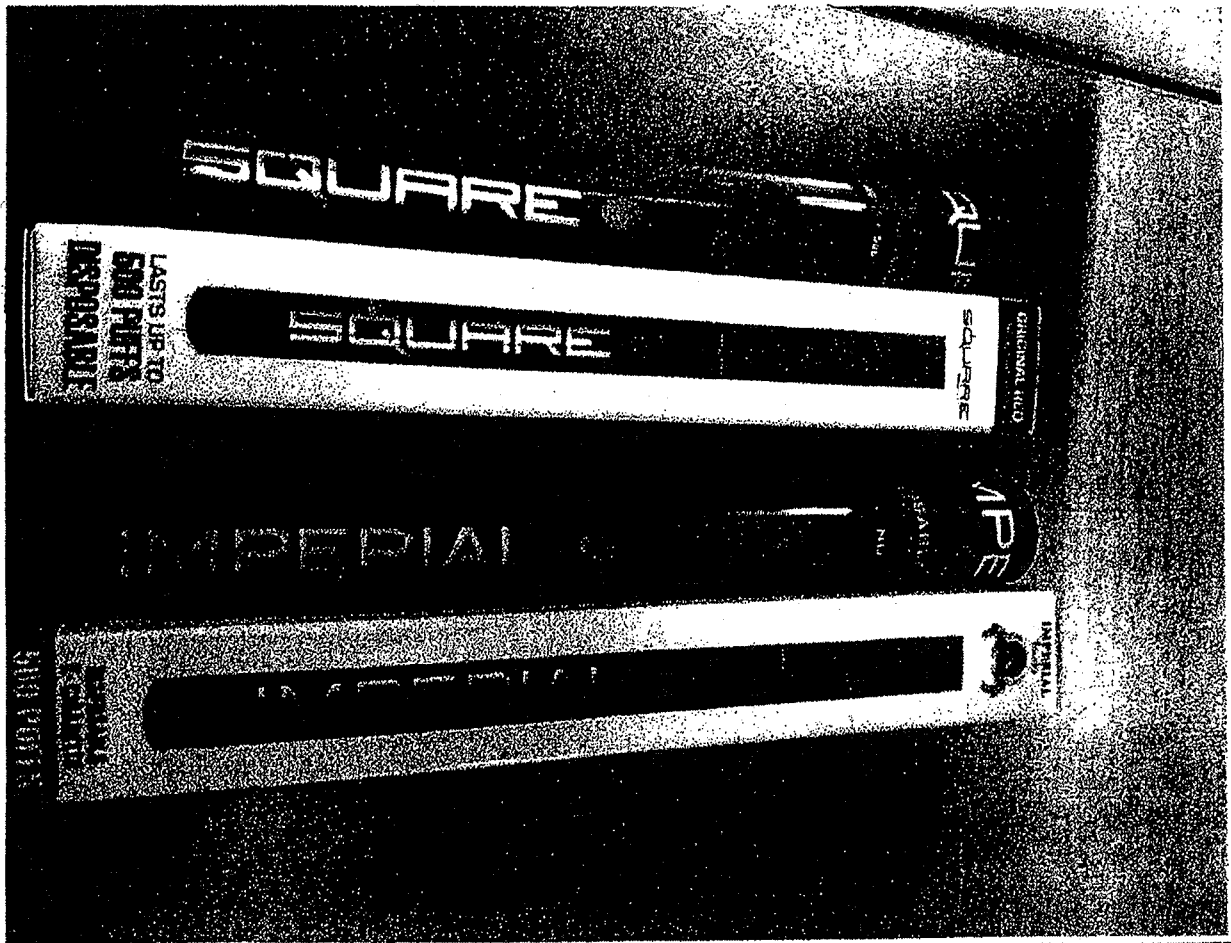
16 The Honorable Judge Stephen Wilson
17 United States District Court Judge
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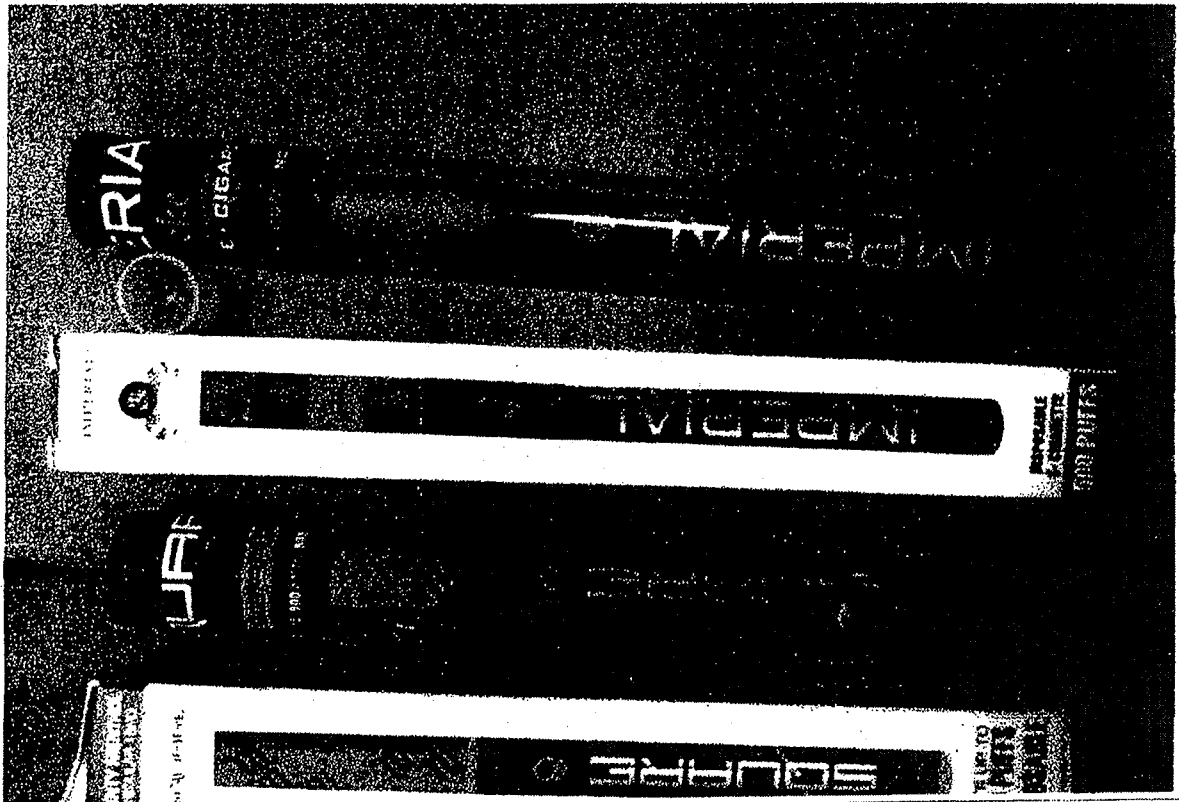
CONSENT JUDGMENT AND PERMANENT INJUNCTION

ATTACHMENT G-1



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PROOF OF SERVICE





DISPOSABLE E-CIGARETTES

 **IMPERIAL SMOKE** 

500 PUFFS

FULL FLAVOR

IMPERIAL

MENTHOL

IMPERIAL

VANILLA

IMPERIAL

CHERRY

IMPERIAL

DOUBLE APPLE

IMPERIAL

STRAWBERRY

IMPERIAL

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