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7 Attorneys for Plaintiffs  
 8 Independence Energy Group LLC and  
 Independence Energy Alliance LLC

9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
 12 **WESTERN DIVISION**

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 14 INDEPENDENCE ENERGY GROUP  
 15 LLC, a Delaware Limited Liability  
 16 Company, and INDEPENDENCE  
 ENERGY ALLIANCE LLC, a Delaware  
 Limited Liability Company,

CASE NO. CV 12-03275 R (AJWx)

**PERMANENT INJUNCTION**

17 Plaintiffs,

18 vs.

[Concurrently Filed With Stipulation for  
 Entry of Permanent Injunction and  
 Dismissal of Action]

19 ARASH AKHAVAN,

20 Defendant.

Judge: Hon. Manuel L. Real  
 Date Filed: April 12, 2012

1 Having considered the Stipulation for Entry of a Permanent Injunction and  
2 Dismissal of Action submitted by Plaintiffs Independence Energy Group LLC  
3 (“Independence Energy Group”) and Independence Energy Alliance LLC  
4 (“Independence Energy Alliance”) (Independence Energy Group and Independence  
5 Energy Alliance shall collectively be referred to hereafter as “Plaintiffs” or  
6 “Independence Energy”) on the one hand, and Defendant Arash Akhavan (“Defendant”)  
7 on the other hand:

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. Defendant, his successors, assigns, partners, agents, servants, employees,  
10 any and all persons acting in concert or participation with Defendant, are immediately  
11 and permanently enjoined from:

12 (a) using the “INDEPENDENCE ENERGY” and/or the “INDEPENDENCE  
13 ENERGY ALLIANCE” names in any manner whatsoever, including, but not limited to,  
14 the solicitation of potential energy customers;

15 (b) holding themselves out as the marketing arm of Independence Energy Group  
16 (“Independence Energy Associates”), that contracts with independent sales associates;

17 (c) contacting any Independence Energy Associates with the intent of selling  
18 customer accounts and/or leads; and/or

19 (d) assisting, aiding or abetting another person or business entity in engaging in  
20 or performing any of the activities enumerated in subparagraphs (a) through (c) above.

21 2. This Court has personal jurisdiction over the parties with respect to this  
22 Action and this Stipulated Permanent Injunction.

23 3. This Court has jurisdiction over the subject matter of this Action.

24 4. Each party shall bear its own attorney’s fees and costs in connection with  
25 this Action; provided, however, that in the event any party files a motion, action or other  
26 proceeding to enforce or interpret the terms of this Stipulated Permanent Injunction or the  
27 Settlement Agreement, the prevailing party shall be entitled to recover all attorney’s fees  
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1 and other fees and costs incurred in connection with such a motion, action or  
2 enforcement proceeding.

3 5. This Court shall retain jurisdiction over this matter and to the extent  
4 necessary to interpret or enforce this Stipulated Permanent Injunction and to determine  
5 any issues which may arise concerning this Stipulated Permanent Injunction or the  
6 Settlement Agreement.

7 6. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), all other claims  
8 in this Action are hereby dismissed with prejudice.

9 **IT IS SO ORDERED.**

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12 DATED: May 29, 2012



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Honorable Manuel L. Real  
United States District Court  
Central District of California