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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
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13 SPECULATIVE PRODUCT DESIGN,
14 LLC, a California Limited Liability
Company d/b/a SPECK PRODUCTS,

15 Plaintiff,

16 v.

17 MARWAN ALSAHYBI, an Individual,
18 and DOES 1-10, Inclusive,

19 Defendants.
20

Case No.: CV13-04319 RGK (VBKx)

**[PROPOSED] PERMANENT
INJUNCTION AGAINST
DEFENDANT MARWAN
ALSAHYBI**

21 The Court, pursuant to the Stipulation For Entry of Permanent Injunction
22 (“Stipulation”), between SPECULATIVE PRODUCT DESIGN, LLC, a
23 California Limited Liability Company d/b/a SPECK PRODUCTS (hereinafter
24 “Plaintiff”), on the one hand, and MARWAN ALSAHYBI (hereinafter
25 “Defendant”), on the other hand, hereby ORDERS, ADJUDICATES and
26 DECREES that a permanent injunction shall be and hereby is entered against
27 Defendant as follows:

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1 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
2 acting in concert with, or at his direction, including any and all agents, servants,
3 employees, partners, assignees, distributors, suppliers, resellers and any others
4 over which they may exercise control, are hereby restrained and enjoined,
5 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
6 authorizing or assisting any third party to engage in, any of the following activities
7 in the United States and throughout the world:

8 a. importing, exporting, marketing, selling, offering for sale,
9 distributing or dealing in any unauthorized or illegal product or service that uses,
10 or otherwise making any use of, any of SPECK's Trademarks, and/or any
11 Intellectual Property, including its SPECK® word and design marks, its
12 CANDYSHELL® word and design marks, that is confusingly or substantially
13 similar to, or that constitutes a colorable imitation of, any of SPECK's
14 Trademarks, whether such use is as, on, in or in connection with any trademark,
15 service mark, trade name, logo, design, Internet use, website, domain name,
16 metatags, advertising, promotions, solicitations, commercial exploitation,
17 television, web-based or any other program, or any product or service, or
18 otherwise;

19 b. performing or allowing others employed by or representing
20 Defendants, or under his control, to perform any act or thing which is likely to
21 injure Plaintiff, any of SPECK's Trademarks, including its SPECK® word and
22 design marks, its CANDYSHELL® word and design marks, and/or Plaintiff's
23 business reputation or goodwill, including making disparaging, negative, or
24 critical comments regarding Plaintiff or its products;

25 c. engaging in any acts of federal and/or state trademark
26 infringement, false designation of origin, unfair competition, trademark dilution,
27 or any other act which would tend damage or injure Plaintiff; and/or

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1 d. using any Internet domain name or website that includes any of
2 SPECK's Trademarks, including its SPECK® word and design marks, its
3 CANDYSHELL® word and design marks.

4 2. Defendant is ordered to deliver immediately for destruction all
5 unauthorized products, including counterfeit SPECK® products and related
6 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
7 relating thereto in their possession or under their control bearing any of Plaintiff's
8 intellectual property or any simulation, reproduction, counterfeit, copy or
9 colorable imitations thereof, to the extent that any of these items are in
10 Defendant's possession.

11 3. This Permanent Injunction shall be deemed to have been served upon
12 Defendant at the time of its execution by the Court.

13 4. Defendant will be making an agreed-upon payment to Plaintiff, as
14 more particularly described in a separate Settlement Agreement

15 5. **NO APPEALS AND CONTINUING JURISDICTION.** No
16 appeals shall be taken from this Permanent Injunction, and the parties waive all
17 rights to appeal. This Court expressly retains jurisdiction over this matter to
18 enforce any violation of the terms of this Permanent Injunction.

19 6. **NO FEES AND COSTS.** Each party shall bear its/his/her own
20 attorneys' fees and costs incurred in this matter.

21 IT IS SO ORDERED, ADJUDICATED and DECREED this 9th day of
22 September, 2013.

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25 HON. R. GARY KLAUSNER
26 United States District Judge
27 Central District of California
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