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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GS HOLISTIC, LLC,  
  
Plaintiff,  
  
v.  
  
SMGM SMOKE SHOP, INC d/b/a SMGM  
SMOKE SHOP, SIMON MAIDA,  
GEORGE MAIDA, and WILLIAM DE  
ZAVALA,  
  
Defendants,

No. 2:22-cv-06858-JFW-Ex

**FINAL JUDGMENT**

The Court has before it the Plaintiff, GS HOLISTIC, LLC’s Motion for Default Judgment against the Defendants, SMGM SMOKE SHOP, INC d/b/a SMGM SMOKE SHOP, SIMON MAIDA, GEORGE MAIDA, and WILLIAM DE ZAVALA. Having considered the Plaintiff’s Motion and all documents and evidence attached thereto, and the Court being fully advised, and good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment be entered in favor of the Plaintiff on all claims, and the Defendants are liable to the Plaintiff in the amount of \$151,230.00 (comprising statutory damages of \$150,000.00 and costs of \$1,230.00), for which let execution issue.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant, its agents,  
2 employees, officers, directors, owners, representatives, successor companies, related companies,  
3 and all persons acting in concern or participation with it are permanently restrained and enjoined  
4 from infringing upon the Stündenglass Marks directly or contributorily, in any manner, including  
5 but not limited to:

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- 7 (a) Import, export, making, manufacture, reproduction, assembly, use, acquisition, purchase,  
8 offer, sale, transfer, brokerage, consignment, distribution, storage, shipment, licensing,  
9 development, display, delivery, marketing advertising or promotion of the counterfeit  
10 Stündenglass product identified in the complaint and any other unauthorized Stündenglass  
11 product, counterfeit, copy or colorful imitation thereof;
- 12
- 13 (b) Assisting, aiding or attempting to assist or aid any other person or entity in performing any  
14 of the prohibited activities referred to in Paragraphs (a) above.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to 15 U.S.C.  
16 §1118, the Defendants, at their cost, deliver to the Plaintiff for destruction all products, accessories,  
17 labels, signs, prints, packages, wrappers, receptacles, advertisements, and other material in their  
18 possession, custody or control bearing any of the Stündenglass Marks.

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20 IT IS SO ORDERED.

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22 DATED: November 13, 2023

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United States District Court Judge

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