

JS-6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SREAM, INC, a California corporation,

Plaintiff,

v.

KHALIL ENTERPRISE, INC., MAYA &
JILL, INC., JA Y YUN, HAITHAM
GHRIR; and DOES 1-10 INCLUSIVE,

Defendants.

Case No. 5:14-cv-01691-SP

**STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION
AGAINST DEFENDANT MAYA &
JILL, INC.**

JUDGMENT

1 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

2 This Court, having made the following findings of fact and conclusions of law
3 pursuant to the parties' stipulation:

4 A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant
5 Maya & Jill, Inc. ("M&J"), alleging that M&J violated Sream's rights under 15 U.S.C.
6 §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.* ("Action");

7 B. The Parties entered into a settlement agreement as of October 2014
8 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

9 And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED,
10 AND DECREED THAT:

11 1. That judgment be entered in favor of Sream against M&J on all claims.

12 2. For the purposes of binding preclusive effect on M&J as to future disputes
13 with respect to the Action or Settlement Agreement between M&J on the one hand and
14 Sream on the other hand, and only for such purposes, M&J admits the following:

15 a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance,
16 the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176;
17 and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.

18 b. The RooR Marks are valid and enforceable.

19 c. Since at least 2011, Plaintiff Sream has been the exclusive licensee of the
20 RooR Marks in the United States. Mr. Birzle has been granted all
21 enforcement rights to Sream to sue for obtain injunctive and monetary relief
22 for past and future infringement of the RooR Marks.

23 d. M&J, by the actions described in the complaint, has infringed upon the RooR
24 Marks.

25 3. M&J, and those acting on M&J's behalf (including its owners, shareholders,
26 principals, officers, agents, servants, employees, independent contractors, and partners), are
27 permanently enjoined from producing, manufacturing, distributing, selling, offer for sale,
28 advertising, promoting, licensing, or marketing (a) any product bearing the RooR Marks or

1 (b) any design, mark, or feature that is confusingly similar to the RooR Marks (collectively,
2 the “Injunction”).

3 4. M&J is bound by the Injunction regardless of whether Mr. Martin Birzle
4 assigns or licenses its intellectual property rights to another for so long as such trademark
5 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.
6 Martin Birzle’s successors, assignees, and licensees.

7 5. This Court (or if this Court is unavailable, any court within the Central District
8 of California) shall retain jurisdiction over all disputes between and among the Parties
9 arising out of the Settlement Agreement and Injunction, the Stipulation which includes the
10 Injunction, and this final judgment, including but not limited to interpretation and
11 enforcement of the terms of the Settlement Agreement.

12 6. The Parties waive any rights to appeal this stipulated judgment, including
13 without limitation the Injunction.

14
15 IT IS SO ORDERED.

16
17 Dated: October 7, 2014

18
19 _____/s/_____
20 Hon. Sheri Pym
21 United States Magistrate Judge
22
23
24
25
26
27
28