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

SREAM, INC, a California corporation,

Plaintiff,

v.

DEJAVU WHOLESALE, INC.; and DOES
1-10 INCLUSIVE,

Defendants.

Case No. 5:15-cv-02408 JAK(DTBx)

**STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION
AGAINST DEFENDANT DEJAVU
WHOLESALE, INC.**

JS-6

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 Dejavu Wholesale, Inc. (“Dejavu”), alleging that Dejavu violated Sream’s rights under 15
6 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.*
7 (“Action”);

8 B. The Parties entered into a settlement agreement as of March 2016
9 (“Settlement Agreement”), which requires entry of the stipulated judgment set forth herein;

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

- 12 1. That judgment be entered in favor of Sream against Dejavu on all claims.
13 2. For the purposes of binding preclusive effect on Dejavu as to future disputes
14 between Dejavu and Sream, and only for such purposes, Dejavu 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 2013, 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. Dejavu, by the actions described in the complaint, has infringed upon the
24 RooR Marks.
25 3. Dejavu, and those acting on Dejavu’s behalf (including its owners,
26 shareholders, principals, officers, agents, servants, employees, independent contractors, and
27 partners), are permanently enjoined from producing, manufacturing, distributing, selling,
28 offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the

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

3 4. Dejavu 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
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18 Dated:
3/28/16



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JOHN A. KRONSTADT
United States District Court Judge