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

SREAM, INC, a California corporation,

Plaintiff,

v.

TAHAM LLC; R&J MARKET & SMOKE
SHOP, INC.; AKRAM ALAWDI; and
DOES 1-10 INCLUSIVE,

Defendants.

Case No. EDCV 15-2452-VAP (SPx)

**~~[PROPOSED]~~ STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION AGAINST
DEFENDANT R&J MARKET &
SMOKE SHOP, 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 R&J
5 MARKET & SMOKE SHOP, INC. ("RJ Smoke"), alleging that RJ Smoke violated
6 Sream's rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. §
7 17200 *et seq.* ("Action");

8 B. The Parties entered into a settlement agreement as of December 11, 2015
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 RJ Smoke on all claims.

13 2. For the purposes of binding preclusive effect on RJ Smoke as to future
14 disputes between RJ Smoke and Sream, and only for such purposes, RJ Smoke admits the
15 following:

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

19 b. The RooR Marks are valid and enforceable.

20 c. Since at least 2013, Plaintiff Sream has been the exclusive licensee of the
21 RooR Marks in the United States. Mr. Birzle has been granted all
22 enforcement rights to Sream to sue for obtain injunctive and monetary relief
23 for past and future infringement of the RooR Marks.

24 d. RJ Smoke, by the actions described in the complaint, has infringed upon the
25 RooR Marks.

26 3. RJ Smoke, and those acting on RJ Smoke's behalf (including its owners,
27 shareholders, principals, officers, agents, servants, employees, independent contractors, and
28 partners), are permanently enjoined from producing, manufacturing, distributing, selling,

1 offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the
2 RooR Marks or (b) any design, mark, or feature that is confusingly similar to the RooR
3 Marks (collectively, the “**Injunction**”).

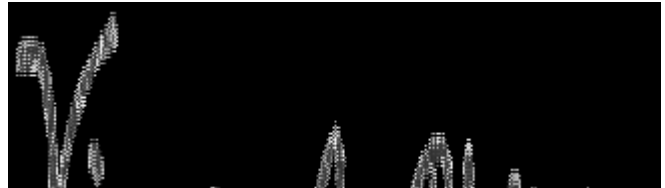
4 4. RJ Smoke is bound by the Injunction regardless of whether Mr. Martin Birzle
5 assigns or licenses its intellectual property rights to another for so long as such trademark
6 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.
7 Martin Birzle’s successors, assignees,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

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

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

15
16 IT IS SO ORDERED.

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18 Dated: December 15, 2015



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22 Virginia A. Phillips
23 United States District Court Judge
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