

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SREAM, INC, a California corporation,

Plaintiff,

v.

SANRAH, INC., *et al.*,

Defendants.

Case No. 5:16-cv-00341-MWF-KKx

STIPULATED ORDER TO:

- (1) ENTER CONSENT DECREE FOR PERMANENT INJUNCTION AGAINST DEFENDANT SANRAH, INC.**
- (2) DISMISS DEFENDANT SANRAH, INC. FROM THE ACTION *WITHOUT PREJUDICE***

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1 **ORDER FOR 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 Sanrah, Inc. ("Sanrah"), alleging that Sanrah 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 confidential settlement agreement effective as of
8 October 7, 2016 ("Settlement Agreement"), which requires entry of the stipulated judgment
9 set forth herein;

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

12 1. For the purposes of binding preclusive effect on Sanrah as to disputes
13 occurring after October 7, 2016, between Sanrah and Sream, and only for such purposes,
14 Sanrah 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 2. Effective October 7, 2016, Sanrah, and those acting on Sanrah's behalf
24 (including its owners, shareholders, principals, officers, agents, servants, employees,
25 independent contractors, and partners), are permanently enjoined from producing,
26 manufacturing, distributing, selling, offer for sale, advertising, promoting, licensing, or
27 marketing (a) any product bearing the RooR Marks or (b) any design, mark, or feature that
28 is confusingly similar to the RooR Marks (collectively, the "**Permanent Injunction**").

1 3. Sanrah is bound by the Permanent Injunction regardless of whether Mr. Martin
2 Birzle assigns or licenses his intellectual property rights to another for so long as such
3 trademark rights are subsisting, valid, and enforceable. The Permanent Injunction inures to
4 the benefit of Mr. Martin Birzle's successors, assignees, and licensees.


5 4. This Court (or if this Court is unavailable, any court within the Central District
6 of California) shall retain jurisdiction over all disputes between and among the Parties
7 arising out of the Settlement Agreement and Permanent Injunction, and interpretation of
8 their respective terms.

9 5. The Parties waive any rights to appeal this Permanent Injunction.

10 6. After entry of the Permanent Injunction, Defendant Sanrah shall be dismissed
11 from the Action, *without prejudice*, with each party to bear their own attorneys' fees and
12 costs.

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14 IT IS SO ORDERED.

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16 Dated: October 7, 2016

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19 Hon. Michael W. Fitzgerald
20 United States District Court Judge
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