1 2 3 4 5 UNITED STATES DISTRICT COURT 6 CENTRAL DISTRICT OF CALIFORNIA 7 SREAM, INC, a California corporation, Case No. ED CV16-00521 JAK (KKx) 8 9 Plaintiff, ORDER GRANTING STIPULATION 10 TO: v. 11 (1) ENTER CONSENT DECREE FOR PERMANENT KANS, INC.; RAJWINDER KAUR; 12 INJUNCTION AGAINST PANKAJ R. LAVINGIA; and DOES 1-10 13 **DEFENDANT KANS, INC.** INCLUSIVE, (2) DISMISS DEFENDANT KANS, 14 **INC. FROM THE ACTION** Defendants. 15 WITHOUT PREJUDICE 16 JS-6 17 18 19 20 21 22 23 24 25 26 27 28 STIPULATION TO ENTER CONSENT DECREE

Sream, Inc. v. Kans, Inc. et al

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ORDER FOR PERMANENT INJUNCTION

The parties have stipulated to the following:

- A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant Kans, Inc. ("Kans-Inc"), alleging that Kans-Inc violated Sream's rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 et seq. ("Action");
- B. The Parties entered into a confidential settlement agreement effective as of April 1, 2016 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 1. For the purposes of binding preclusive effect on Kans-Inc as to disputes occurring after April 1, 2016, between Kans-Inc and Sream, and only for such purposes, Kans-Inc admits the following:
 - a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176; and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.
 - b. The RooR Marks are valid and enforceable.
 - c. Since at least 2013, Plaintiff Sream has been the exclusive licensee of the RooR Marks in the United States. Mr. Birzle has been granted all enforcement rights to Sream to sue for obtain injunctive and monetary relief for past and future infringement of the RooR Marks.
- 2. Effective April 1, 2016, Kans-Inc, and those acting on its behalf (including its owners, shareholders, principals, officers, agents, servants, employees, independent contractors, and partners), are permanently enjoined from producing, manufacturing, distributing, selling, offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the RooR Marks or (b) any design, mark, or feature that is confusingly similar to the RooR Marks (the "**Permanent Injunction**").

ORDER TO ENTER CONSENT DECREE