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

SREAM, INC, a California corporation,

Plaintiff,

v.

4U SURPLUS, INC., *et al.*,

Defendants.

Case No. 5:16-cv-00881-RGK-DTB

~~PROPOSED~~ STIPULATED ORDER
TO:
**(1) ENTER CONSENT DECREE
FOR PERMANENT
INJUNCTION AGAINST
DEFENDANT 4U SURPLUS,
INC.**
**(2) DISMISS DEFENDANT 4U
SURPLUS, INC. FROM THE
ACTION *WITHOUT*
*PREJUDICE***

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 4U
5 Surplus, Inc. ("4U-Inc"), alleging that 4U-Inc 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 July 28, 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 4U-Inc as to disputes
13 occurring after July 28, 2016, between 4U-Inc and Sream, and only for such purposes, 4U-
14 Inc 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 July 28, 2016, 4U-Inc, and those acting on 4U-Inc'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**").

