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

SREAM, INC, a California corporation,

Plaintiff,

v.

LINCOLN TOBACCO SHOP, INC., *et al.*,

Defendants.

Case No. 5:16-cv-02161-JGB-KK
Hon. Jesus G. Bernal

**FINAL JUDGMENT AND
PERMANENT INJUNCTION
AGAINST DEFENDANT LINCOLN
TOBACCO SHOP, INC.**

JUDGMENT

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3 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

4 This Court, having made the following findings of fact and conclusions of law
5 pursuant to the parties' stipulation:

6 A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant
7 Lincoln Tobacco Shop, Inc. ("Lincoln-Inc"), alleging that Lincoln-Inc violated Sream's
8 rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200
9 *et seq.* ("Action");

10 B. The Parties entered into a settlement agreement as of January 3, 2017
11 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

12 And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED,
13 AND DECREED THAT:

14 1. That judgment be entered in favor of Sream against Lincoln-Inc on all claims.

15 2. For the purposes of binding preclusive effect on Lincoln-Inc as to future
16 disputes between Lincoln-Inc and Sream, and only for such purposes, Lincoln-Inc admits
17 the following:

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

21 b. The RooR Marks are valid and enforceable.

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

26 d. Lincoln-Inc, by the actions described in the complaint, has infringed upon the
27 RooR Marks.
28

1 3. Lincoln-Inc, and those acting on Lincoln-Inc’s behalf (including its owners,
2 shareholders, principals, officers, agents, servants, employees, independent contractors, and
3 partners), are permanently enjoined from producing, manufacturing, distributing, selling,
4 offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the
5 RooR Marks or (b) any design, mark, or feature that is confusingly similar to the RooR
6 Marks (collectively, the “**Injunction**”).

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

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

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

18
19 IT IS SO ORDERED.

20
21 Dated: January 3, 2017

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24 Hon. Jesus G. Bernal
25 United States District Court Judge
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