

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SREAM, INC, a California corporation,

Plaintiff,

v.

CLARISA LARA, *et al.*,

Defendants.

Case No. 5:16-cv-2544-AB-SP

~~[PROPOSED]~~ STIPULATED ORDER  
TO:

- (1) ENTER CONSENT DECREE FOR PERMANENT INJUNCTION AGAINST DEFENDANT CLARISA LARA
- (2) DISMISS DEFENDANT CLARISA LARA 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 Clarisa Lara (“Lara”), alleging that Lara violated Sream’s rights under 15 U.S.C. §§ 1114,  
6 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 January 9, 2017 (“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 Lara as to disputes occurring  
13 after January 9, 2017, between Lara and Sream, and only for such purposes, Lara admits  
14 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 January 9, 2017, Lara, and those acting on Lara’s behalf (including  
24 its owners, shareholders, principals, officers, agents, servants, employees, independent  
25 contractors, and partners), are permanently enjoined from producing, manufacturing,  
26 distributing, selling, offer for sale, advertising, promoting, licensing, or marketing (a) any  
27 product bearing the RooR Marks or (b) any design, mark, or feature that is confusingly  
28 similar to the RooR Marks (collectively, the “**Permanent Injunction**”).

1           3.     Lara 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 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 Lara 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: \_January 25, 2017



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20 Hon. Andre Birotte Jr.  
21 United States District Judge  
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