

E-FILED 10/6/14

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SREAM, INC,

Plaintiff,

v.

MEDICI INVESTMENT, INC. d/b/a  
EMPIRE TOBACCO; HASSAN NURU  
d/b/a SHAMROCK SMOKE SHOP; and  
DOES 1-10 INCLUSIVE,

Defendants.

Case No. 8:13-cv-01868-PSG-AGR

~~[PROPOSED]~~ STIPULATED FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION AGAINST  
DEFENDANT HASSAN NURU d/b/a  
SHAMROCK SMOKE SHOP

JUDGMENT

1 **FINAL JUDGMENT AND 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 Hassan Nuru d/b/a Shamrock Smoke Shop ("Nuru"), alleging that Nuru violated Sream's  
6 rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200  
7 et seq. ("Action");

8 B. The Parties entered into a settlement agreement as of September 2014  
9 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

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

- 12 1. That judgment be entered in favor of Sream against Nuru on all claims.  
13 2. For the purposes of binding preclusive effect on Nuru as to future disputes  
14 between Nuru and Sream, and only for such purposes, Nuru 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 2011, 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 d. Nuru, by the actions described in the complaint, has infringed upon the RooR  
24 Marks.
- 25 3. Nuru, and those acting on Nuru's behalf (including its owners, shareholders,  
26 principals, officers, agents, servants, employees, independent contractors, and partners), are  
27 permanently enjoined from producing, manufacturing, distributing, selling, offer for sale,  
28 advertising, promoting, licensing, or marketing (a) any product bearing the RooR Marks or

1 (b) any design, mark, or feature that is confusingly similar to the RooR Marks (collectively,  
2 the “**Injunction**”).

3 4. Nuru is bound by the Injunction regardless of whether Mr. Martin Birzle  
4 assigns or licenses its intellectual property rights to another for so long as such trademark  
5 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.  
6 Martin Birzle’s successors, assignees, and licensees.

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

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

14  
15 IT IS SO ORDERED.

16  
17  
18 Dated: 10/6/14

PHILIP S. GUTIERREZ

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United States District Court Judge