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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

THE SCHWARTZ E LIQUID, a  
California Corporation, and THUY  
NGUYEN, an individual,

Plaintiffs,

vs.

TSJ SIMPLY NAKED, LLC, a  
California Limited Liability Company;  
A/K/A SIMPLY NAKED THC; A/K/A  
NAKED THC; and DOES 1 through 10,  
inclusive.

Defendants.

**Case No. 8:18-cv-00692-CJC-FFM**

**ORDER GRANTING STIPULATED  
PERMANENT INJUNCTION**

1 Pursuant to the Stipulation for Permanent Injunction entered into by and  
2 between plaintiffs The Schwartz E Liquid and Thuy Nguyen (collectively  
3 “Plaintiffs” or “Schwartz”), and defendant TSJ Simply Naked, LLC (“Defendant”),  
4 (collectively, the “Parties”),

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

6 1. Defendant and each of its officers, directors, employees, partners,  
7 predecessors, successors, affiliates, assigns, agents, representatives, heirs, and  
8 attorneys, agrees that on or after May 21, 2019 (the “Sell Off Period”), it will not use  
9 “NAKED” or “NKD,” either alone or in combination with other words or symbols,  
10 such as Schwartz’s NKD100 and NAKED 100 marks (“Plaintiffs” Marks”), in the  
11 marketing, sales, distribution, promotion, advertising, or identification of cannabis  
12 and cannabis related products, and for products or services relating to electronic  
13 cigarettes, electronic cigarette liquid (e-liquid), oral vaporizers for smoking purposes,  
14 or other smoking products or goods in Class 34, or in any other manner in connection  
15 with any business in the United States that is likely to cause the relevant consumer to  
16 tend to identify or associate Defendant’s businesses or services with Plaintiffs or their  
17 products;

18 2. Defendant and each of its officers, directors, employees, partners,  
19 predecessors, successors, affiliates, assigns, agents, representatives, heirs, and  
20 attorneys, and all persons and entities acting for with, by, through or under it, and any  
21 others within its control or supervision, and all others in active concert or participation  
22 with the above, are permanently enjoined and restrained, after the end of the Sell Off  
23 Period, from using “NAKED” or “NKD,” either alone or in combination with other  
24 words or symbols, in the marketing, sales, distribution, promotion, advertising, or  
25 identification of cannabis and cannabis related products, and for products or services  
26 relating to electronic cigarettes, electronic cigarette liquid (e-liquid), oral vaporizers  
27 for smoking purposes, or other smoking products or goods in Class 34;

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1           3.           Defendant and each of its officers, directors, employees, partners,  
2 predecessors, successors, affiliates, assigns, agents, representatives, heirs, and  
3 attorneys, and all persons and entities acting for, with, by, through or under it, and  
4 any others within its control or supervision, and all others in active concert or  
5 participation with the above, are permanently enjoined after the end of the Sell Off  
6 Period from using “NAKED” or “NKD” in any form or manner in connection with  
7 any business in the United States that is likely to cause the relevant consumer to tend  
8 to identify or associate Defendant’s businesses or services with Plaintiffs or their  
9 products;

10           4.           Defendant, through its counsel, will deliver to Plaintiffs’ attorney  
11 within thirty (30) days after the end of the Sell Off Period, a written report, under  
12 oath, confirming that all Defendant’s products bearing the mark “NAKED,” either  
13 alone or in combination with other words or symbols, including but not limited to the  
14 mark “N SIMPLY NAKED THC,” have been sold off or destroyed, including, but  
15 not limited to, all cartridges and/or liquids, and all literature, signs, labels, prints,  
16 packages, wrappers, containers, advertising materials, stationery, and any other items  
17 in its possession or control bearing the mark “N SIMPLY NAKED THC;”

18           5.           Defendant will instruct, within thirty (30) days after the end of the  
19 Sell Off Period, any print directory, Internet directory, or website that it has caused to  
20 display “NAKED,” to cease using such marks at the earliest possible date (and  
21 Defendant’s report referenced in Paragraph 4 will also confirm compliance with the  
22 requirements in this paragraph);

23           6.           Plaintiffs will file a Stipulation of Dismissal and an accompanying  
24 Proposed Order within ten (10) business days of Plaintiffs receiving a satisfactory  
25 written report from Defendant pursuant to Paragraphs 4 and 5 herein;

26           7.           The Parties have had the opportunity to consult with legal counsel of  
27 their choice and are fully informed and aware of the legal effect and consequences of  
28 this Stipulated Injunction;

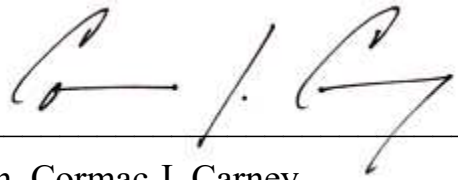
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8. The Court shall retain jurisdiction over this matter subsequent to the dismissal of the action for the purpose of enforcing the Parties' Settlement Agreement and this injunction.

9. Each party to bear its own costs and fees.

IT IS SO ORDERED.

Dated: February 25, 2019



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Hon. Cormac J. Carney  
United States District Court Judge