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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

SREAM, INC, a California corporation,

Plaintiff,

v.

T&N ENTERPRISES, INC., *et al.*,

Defendants.

Case No. 2:16-cv-02646-MCE-DB

STIPULATED ORDER TO:

- (1) ENTER CONSENT DECREE FOR PERMANENT INJUNCTION AGAINST DEFENDANT T&N ENTERPRISES, INC.**
- (2) DISMISS DEFENDANT T&N ENTERPRISES, INC. FROM THE ACTION *WITH PREJUDICE***

1 **ORDER FOR PERMANENT INJUNCTION AND DISMISSAL**

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 T&N
5 Enterprises, Inc. (“T&N”), alleging that T&N 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 May 31, 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 T&N as to disputes occurring
13 after May 31, 2017, between T&N and Sream, and only for such purposes, T&N admits the
14 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 May 31, 2017, T&N, and those acting on T&N’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. T&N 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 T&N shall be dismissed
11 from the Action, *with prejudice*, with each party to bear their own attorneys' fees and costs.

12 7. The Clerk of Court is directed to close the file once the above-described
13 dismissal has been effectuated.

14 IT IS SO ORDERED.

15 Dated: May 31, 2017

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18 MORRISON C. ENGLAND, JR.
19 UNITED STATES DISTRICT JUDGE
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