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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

SREAM, INC, a California corporation,

Plaintiff,

v.

SONIYA VALLEY, LLC, et al.,

Defendants.

No. 2:16-cv-02715-KJM-DB

STIPULATED ORDER WITH COURT
MODIFICATION TO:
(1) ENTER CONSENT DECREE FOR
PERMANENT INJUNCTION¹ AGAINST
DEFENDANT SONIYA VALLEY, LLC
(2) DISMISS DEFENDANT SONIYA
VALLEY, LLC FROM THE ACTION
WITHOUT PREJUDICE

¹ The court has stricken the paragraph originally numbered 4 from the parties' stipulation. The parties have not provided a copy of their agreement for the court's review and the court was not involved in assisting the parties reach agreement. Moreover, the court in its discretion declines to maintain jurisdiction to enforce the terms of the parties' settlement agreement. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381, 114 S. Ct. 1673, 128 L.Ed.2d 391 (1994); *cf. Collins v. Thompson*, 8 F.3d 657, 659 (9th Cir.1993). Unless there is some independent basis for federal jurisdiction, enforcement of the agreement is for the state courts. *Kokkonen*, 511 U.S. at 382.

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3. Soniya-LLC is bound by the Permanent Injunction regardless of whether Mr. Martin Birzle assigns or licenses his intellectual property rights to another for so long as such trademark rights are subsisting, valid, and enforceable. The Permanent Injunction inures to the benefit of Mr. Martin Birzle and his successors, assignees, and licensees.

4. The Parties waive any rights to appeal this Permanent Injunction.

5. Defendant Soniya-LLC is dismissed from the Action, *without prejudice*, with each party to bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: July 20, 2017.


UNITED STATES DISTRICT JUDGE