

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

SREAM, INC, a California corporation,

Plaintiff,

v.

SHOBI, INC., *et al.*,

Defendants.

Case No. 2:17-cv-00205-KJM-AC

STIPULATED ORDER TO:

**(1) ENTER CONSENT DECREE
FOR PERMANENT
INJUNCTION AGAINST
DEFENDANT SHOBI, INC.**

**(2) DISMISS DEFENDANT SHOBI,
INC. FROM THE ACTION
*WITHOUT PREJUDICE***

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 Shobi, Inc. ("Shobi"), alleging that Shobi 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 April 19, 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 Shobi as to disputes occurring
13 after April 19, 2017, between Shobi and Sream, and only for such purposes, Shobi 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 April 19, 2017, Shobi, and those acting on Shobi'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**").

