

1 MARTIN E. JERISAT (SBN273770)  
2 *mjerisat@jk-lawfirm.com*  
3 JERISAT LAW FIRM  
4 2372 Morse Ave., Ste. 322  
5 Irvine, CA 92614  
6 T: 714.571.5700

7 Attorneys for Plaintiff STARBUZZ TOBACCO, INC.

8 CURTIS R. TINGLEY (SBN112322)  
9 *ctingley@tingleylawgroup.com*  
10 KEVIN W. ISAACSON (SBN 281067)  
11 *kisaacson@tingleylawgroup.com*  
12 TINGLEY LAW GROUP, PC  
13 10 Almaden Boulevard, Suite 430  
14 San Jose, California 95113  
15 Telephone: (408) 283-7000  
16 Facsimile: (408) 283-7010

17 Attorneys for Defendant FUAD NAJI SAEED

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**  
20 **SAN FRANCISCO DIVISION**

21 Starbuzz Tobacco, Inc., a California	)	Case No.: CV13-03837 SI
22 corporation,	)	
23	)	<b>Assigned for all purposes to</b>
24 Plaintiff,	)	<b>Honorable Susan Illston</b>
25	)	
26 vs.	)	<b>JOINT STIPULATION RE</b>
27	)	<b><del>[PROPOSED]</del> PERMANENT</b>
28 FUAD NAJI SAEED, an individual, doing	)	<b>INJUNCTION AND DISMISSAL</b>
business as STARBUZZ SMOKESHOP,,	)	
and DOES 1 through 10, inclusive,	)	
	)	
Defendants.	)	

29 Plaintiff Starbuzz Tobacco, Inc. (“Plaintiff”) and Defendant Fuad Nazi  
30 Saeed doing business as Starbuzz Smokeshop, by and through their respective  
31 counsel of record, hereby stipulate and agree that the [PROPOSED] Permanent  
32 Injunction and Dismissal (“Injunction”) attached hereto as Exhibit A and

1 concurrently lodged, may be entered in the above-captioned matter.

2 In accordance with L.R. 5-1(i), the filer of this document attests that the  
3 concurrence in the filing of the document has been obtained from each of the other  
4 Signatories to it.

5 DATED: August 21, 2014 STARBUZZ TOBACCO, INC.

6  
7 s/Martin Jerisat  
8 MARTIN E. JERISAT  
9 Attorney for Plaintiff

10  
11 DATED: August 21, 2014 TINGLEY LAW GROUP, PC

12  
13 s/Kevin Issacson  
14 KEVIN W. ISAACSON  
15 Attorneys for Defendant  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**  
9 **SAN FRANCISCO DIVISION**

10 Starbuzz Tobacco, Inc., a California ) Case No.: CV13-03837 SI  
11 corporation, )  
12 ) **Assigned for all purposes to**  
13 Plaintiff, ) **Honorable Susan Illston**  
14 vs. ) **[PROPOSED] PERMANENT**  
15 ) **INJUNCTION AND DISMISSAL**  
16 FUAD NAJI SAEED, an individual, doing ) **ORDER**  
17 business as STARBUZZ SMOKESHOP,, )  
18 and DOES 1 through 10, inclusive, )  
Defendants. )

19 This matter, having come before the Court upon the stipulation of the  
20 parties, the parties having agreed to the entry of this injunction as a condition for  
21 the dismissal of this case, and the Court being otherwise fully advised in the  
22 premises;

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that,  
24 Defendant Fuad Naji Saeed individually and doing business as Starbuzz  
25 Smokeshop (“Defendant”) and his officers, directors, owners, partners,  
26 employees, agents, assigns, and representatives, are hereby permanently and  
27 forever enjoined from directly or indirectly:  
28

1           A.     using, selling, offering for sale, importing, distributing or advertising  
2 any products bearing the trademarks “STARBUZZ”, “STARBUZZ TOBACCO  
3 and/or “STARBUZZ SMOKESHOP” (collectively “Starbuzz’s Marks”), and any  
4 other names and/or logos and phrases confusingly similar thereto as provided  
5 under the Lanham Act, alone or in combination with tobacco or tobacco related  
6 products;

7           B.     Producing, manufacturing, distributing, selling, importing,  
8 marketing, promoting, or advertising any tobacco product that uses the name  
9 “STARBUZZ” or any other names confusingly similar to Plaintiff’s STARBUZZ  
10 name and trademarks or Starbuzz’s Marks;

11           C.     Otherwise unfairly competing with Plaintiff in the manufacture, sale,  
12 offering for sale, distribution, advertising, or promotion of Plaintiff’s products;

13           D.     Falsely representing himself as being connected with Plaintiff or  
14 sponsored by or associated with Plaintiff or Plaintiff’s products or engaging in any  
15 act or business practice that is likely to cause the trade, retailers, and/or members  
16 of the purchasing public to believe that Defendant, or any of his products, are  
17 associated with Plaintiff;

18           E.     Using any reproduction, copy, or colorable imitation of any of  
19 Starbuzz’s Marks in connection with the advertising, promotion, manufacture,  
20 sale, and/or distribution of tobacco products; and  
21

22           F.     Assisting, aiding, or abetting any person or business entity in  
23 engaging in or performing any of the above-identified activities referred to in  
24 subparagraphs (a) through (f) above.

25           **IT IS FURTHER ORDERED** that this Order shall issue and be  
26 enforceable without the posting of security by Plaintiff Starbuzz Tobacco, Inc.,  
27 pursuant to Federal Rules of Civil Procedure 65(c).  
28

1           **IT IS FURTHER ORDERED** that this Injunction shall be deemed to have  
2 been served upon the Defendant at the time of its execution by the Court.

3           **IT IS FURTHER ORDERED** that the Injunction shall become effective  
4 as of the date of entry of this Injunction by the Court.

5           **IT IS FURTHER ORDERED** that the Court shall retain jurisdiction of  
6 this action to entertain such further proceedings and to enter such further orders as  
7 may be necessary or appropriate to implement and enforce the provisions of this  
8 Injunction.

9           **IT IS FURTHER ORDERED** that this court shall retain jurisdiction to  
10 enforce the settlement agreement reached by the parties, and that, subject to and in  
11 accordance with the terms of the confidential settlement agreement, this case and  
12 all claims therein are dismissed without prejudice, the dismissal being “without  
13 prejudice” not for the purpose of allowing the parties to reopen the issues resolved  
14 by the judgment, but solely to allow this court to conclude this litigation while  
15 retaining authority to enforce the terms of the settlement agreement.  
16

17  
18           **IT IS SO ORDERED**

19  
20  
21 DATED: 8/21/14



\_\_\_\_\_  
Honorable Susan Illston  
United States District Court Judge

1 **CERTIFICATE OF SERVICE**

2 **NORTHERN DISTRICT OF CALIFORNIA**

3 Starbuzz Tobacco, Inc. vs. Fuad Naji Saeed.: Case No.: CV13-03837 SI

4 The undersigned certifies that on August 21, 2014, the following documents  
5 and all related attachments (“Documents”) were filed with the Court using the  
6 CM/ECF system.

7 **JOINT STIPULATION RE [PROPOSED] PERMANENT INJUNCTION  
8 AND DISMISSAL ORDER**

9 Pursuant to L.R. 5-3.3, all parties to the above case and/or each attorneys of  
10 record herein who are registered users are being served with a copy of these  
11 Documents via the Court’s CM/ECF system. Any other parties and/or attorneys of  
12 record who are not registered users from the following list are being served by first  
13 class mail.

14 /s/Martin E. Jerisat  
15 Martin E. Jerisat