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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GABORATORY, INC., a California corporation,

Plaintiff,

vs.

GABORATORY INTERNATIONAL, INC., a business entity; ADVANCED CONSTRUCTION MANAGEMENT, INC., a business entity; Marion Jehens aka Don Mariano dba Don Mariano’s Construction Company; and DOES 1 through 10,

Defendants.

) CASE NO. CV 07-04725 MMM (Ex)

) JUDGMENT FOR PLAINTIFF

On July 20, 2007, plaintiff Gaboratory, Inc. (“Gaboratory”) commenced this action against defendants Gaboratory International, Inc., Advanced Construction Management, Inc., and Marion Jehens. Defendants did not answer or otherwise respond, and, on October 31, 2007, the clerk entered defendants’ defaults. On June 10, 2008, the court granted Gaboratory’s motion for default judgment against defendants. On October 6, 2008, defendants filed a motion to set aside the default judgment. On November 10, 2008, the court granted the motion as to defendant Jehens and denied it as to the remaining defendants. On November 13, 2008, Gaboratory dismissed Jehens as a defendant. In its order granting the motion for default judgment, the court directed Gaboratory to submit an accounting of defendants’ profits from infringing sales and documentation

1 supporting its request for attorneys' fees. In an order dated February 23, 2009, the court awarded
2 Gaboratory \$38,862.00 in attorneys' fees and costs. In the same order, the court determined that
3 defendants had failed to adduce evidence of defendants' profits from infringing sales.

4 Accordingly,

5
6 **IT IS ORDERED AND ADJUDGED**

7 1. That Gaboratory International, Inc. and Advanced Construction Management, Inc.,
8 their servants, employees, attorneys, representatives, successors and assigns and all
9 persons, firms or corporations in active concert or participation with them are
10 permanently enjoined from:

11 (a) infringing, inducing the infringement of, or contributing to the
12 infringement of Gaboratory's GABORATORY and GABORATORY INT'L
13 trademarks (the "Marks");

14 (b) applying any of the Marks or any reproduction, counterfeit, copy or
15 colorable imitation of the Marks to any container, booklet, label, sign, print,
16 package, wrapper, receptacle or advertisement in conjunction with the
17 distribution, sale, offering for sale or advertising of any goods or services;

18 (c) using any simulation reproduction, counterfeit, copy or colorable
19 imitation of the Marks in connection with the promotion, advertisement,
20 display, sale, offering for sale, or distribution of any goods; and

21 (d) using any trademark, trade name, logo, packaging product configuration
22 or design that tends falsely to represent, or is likely to confuse, mislead or
23 deceive purchasers, customers or members of the public or by causing them
24 to believe that Gaboratory International, Inc. and Advanced Construction
25 Management, Inc.'s goods or services are sponsored, approved,
26 licensed, associated, or affiliated with Gaboratory's goods, or vice versa,
27 without Gaboratory's written consent;

28 2. That Gaboratory International, Inc. and Advanced Construction Management, Inc.

1 specifically perform the settlement agreement into which Gaboratory International,
2 Inc., Advanced Construction Management, Inc. and Gaboratory entered on August
3 13, 2004;


4 3. That Gaboratory International, Inc. and Advanced Construction Management, Inc.
5 assign to Gaboratory their United States trademark registrations for the GABOR
6 mark (U.S. Registration No.2695716); the GABORATORY design mark (U.S.
7 Registration No. 3039819), and the GABORATORY INT'L design mark (U.S.
8 Registration No. 3039823);

9 4. That Gaboratory International, Inc. and Advanced Construction Management, Inc
10 transfer the following domain names to Gaboratory: www.gabor-silver.com;
11 www.gaboratory-intl.com; www.gaboratoryinc.com; www.gaboratoryinc.net;
12 www.gaboratory-international.com; www.gaboratoryinternational.net;
13 www.gaboratory-intl.com; www.gaborincusa.com; www.gaborincusa.net;
14 www.gabor-usa.com; www.gaboratoryjapan.com; and www.gaboratoryusa.com;

15 5. That Gaboratory recover \$38,862.00 in attorneys' fees and costs.

16 6. That the award of attorneys' fees will bear post-judgment interest at an annual rate
17 of 0.60% until paid.

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19 DATED: February 23, 2009

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21 MARGARET M. MORROW
22 UNITED STATES DISTRICT JUDGE
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