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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

GABBANELLI ACCORDIONS &
IMPORTS, L.L.C.,

Plaintiff,

v.

ISAC BRILINGTON, individually and
dba WEST COAST MUSIC

Defendant.

CASE NO. 2:08-CV-00483-KJM-CMK

**AGREED FINAL JUDGMENT AND
PERMANENT INJUNCTION**

On this date, this Agreed Final Judgment and Permanent Injunction (“Judgment”) was presented to the Court as agreed by Defendant Isac Brilington, individually and doing business as West Coast Music (“Defendant”) and Plaintiff Gabbanelli Accordions & Imports, L.L.C. Having considered the parties’ agreement to this Judgment, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The Court has subject matter jurisdiction over this matter and personal jurisdiction over Defendant.
2. Defendant is permanently enjoined from advertising, promoting, representing, offering for sale, or selling any musical instrument or musical instrument accessory bearing, displaying, or advertising under: (a) the trademark GABBANELLI; (b) the trademarks of U.S. Trademark Registration No. 1,996,735; U.S. Trademark Registration No. 2,123,429; and U.S. Trademark Registration No. 3,239,865; (c) the design mark shown in U.S. Trademark Registration No. 3,017,772; (d) the design mark shown in U.S. Trademark Registration No. 3,017,773; (e) the design mark shown in U.S. Trademark Registration No. 3,037,818; and (f) the design mark shown in U.S. Trademark Registration No. 3,314,928 (collectively the “Gabbanelli Trademarks”), or (f) any mark confusingly similar to any of the Gabbanelli Trademarks, unless such

1 musical instrument or musical instrument accessory is obtained by Defendant from
2 Gabbanelli Accordions & Imports, L.L.C.

3 3. Defendant is permanently enjoined from advertising, promoting,
4 representing, offering for sale, or selling any musical instrument or musical instrument
5 accessory as being sponsored by, associated with, affiliated with, or connected to
6 Gabbanelli Accordions & Imports, L.L.C., unless such musical instrument or musical
7 instrument accessory is obtained by Defendant from Gabbanelli Accordions & Imports,
8 L.L.C.

9 4. Defendant is permanently enjoined from representing to the public that he
10 is authorized by Gabbanelli Accordions & Imports, L.L.C. to promote, advertise, sell, or
11 offer for sale any musical instrument or musical instrument accessory bearing,
12 displaying, or advertised under the Gabbanelli Trademarks.

13 5. Defendant is permanently enjoined from advertising, promoting, selling,
14 offering for sale, or in any other way representing to the public that any musical
15 instrument or musical instrument accessory, not originating from Gabbanelli
16 Accordions & Imports, L.L.C., are associated with, sponsored by, connected with, or
17 affiliated with Gabbanelli Accordions & Imports, L.L.C.

18 It is further ORDERED that this Judgment is binding on Defendant, his
19 representatives, successors, and assigns.

20 SIGNED AND ENTERED this 9th day of May, 2011, at Sacramento, California.

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UNITED STATES DISTRICT JUDGE

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APPROVED AS TO FORM AND SUBSTANCE:

GREENBERG TRAURIG LLP

/s/
MARC KOENIGSBERG (CA SBN 204265)
GREENBERG TRAURIG, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814-3938
Telephone: (916) 442-1111
Facsimile: (916) 448-1709
ATTORNEYS FOR PLAINTIFF
FAROUK SYSTEMS, INC.

ISAC BRILINGTON, individually and dba
WEST COAST MUSIC

By: _____¹
ISAC BRILINGTON
Pro se

¹ The court acknowledges a copy of the Agreed Final Judgment and Permanent Injunction signed by Messrs. Koenigsberg, for plaintiff, and Brilington.