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7 Attorney for Plaintiff  
8 Gerald C. Bryant

9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA

11 GERALD C. BRYANT, an individual

12 Plaintiff,

13 v.

14 VAN WALLER, an individual; RON  
15 BURRIS, an individual; ANDRE  
16 ADKINS, an individual; JERRY  
17 FESTEJO, an individual; MICHAEL  
18 MCCOY, an individual; EDDIE  
19 WROTEN, an individual; and DOES 1-10,  
20 Inclusive,

21 Defendants.

Case No.: 2:16-cv-01661-WBS-KJN

**STIPULATED FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Courtroom: Courtroom 25, 8th Floor  
Judge: Honorable Kendall J. Newman

1 Gerald C. Bryant (“Plaintiff”), and Defendants Van Waller and Ron Burris (collectively,  
2 “Defendants”) having stipulated and consented to the entry of this Final Judgment and Permanent  
3 Injunction, without the taking of proof and without trial or adjudication of any fact or law herein,  
4 and the Court having considered the matter and good cause appearing.

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. Plaintiff is, and was at all times during Defendants’ use of the name Pocket Watch  
7 for their musical group, the lawful trademark owner of the mark, PocketWatch, for the purposes  
8 of the name of a musical group.

9 2. Defendants infringed on Plaintiff’s mark, but the infringement was without malice.

10 3. Defendants, their agents, employees, attorneys and all individuals or entities acting  
11 under Defendants’ control or in participation with Defendants are hereby permanently enjoined  
12 from shipping, delivering, marketing, displaying, advertising, or promoting products or services  
13 in connection with Plaintiff’s mark alone or in any combination with other words or symbols, in  
14 any manner which causes or is likely to cause, consumers to believe that Defendants’ products or  
15 services has any connection with Plaintiff. Further, Defendants are required to deliver to Plaintiff  
16 all of Defendants’ existing goods or marketing, advertising or promotional materials, if any,  
17 depicting PocketWatch, Pocket Watch, or any mark deceptively similar to Plaintiff’s mark that  
18 would likely cause confusion.

19 4. This permanent injunction shall bind Defendants, their agents, employees,  
20 attorneys, and all individuals or entities acting under Defendants’ control or in participation with  
21 Defendants, who receive actual notice of this Permanent Injunction.

22 5. This Court shall retain jurisdiction for the purpose of enabling any party to this  
23 Final Judgment to apply to the Court at any time for further orders and directions that may be  
24 necessary or appropriate for the construction or the carrying out of the Final Judgment, for the  
25 modification of any injunctive provisions thereof, the enforcement of compliance therewith, and  
26 for the punishment for violations of this Final Judgment.

27 6. Plaintiff and Defendants shall each bear their own costs and attorneys’ fees related  
28 to this lawsuit and for the preparation of this Final Judgment. In the event it is necessary to bring


1 an action or proceeding to enforce this Final Judgment, the prevailing party shall be entitled to  
2 recover its reasonable attorneys' fees and costs.

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The Clerk is ordered to enter this Final Judgment forthwith.

**IT IS SO ORDERED.**

Dated: April 5, 2017

  
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WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE