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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

TRE MILANO, LLC, a California limited liability company;

Plaintiff,

vs.

AMAZON.COM, INC., et al.,

Defendants.

FILED
LOS ANGELES SUPERIOR COURT

JUN 25 2012

JOHN A. CLAPKE, CLERK
BY ANTONIO B. B. DEBOUTY

REC'D

JUN 21 2012

FILING WINDOW

CASE NO. BC460511

**[PROPOSED] FINAL JUDGMENT,
INCLUDING PERMANENT INJUNCTION,
AGAINST DEFENDANT RIP BAINS**

1 The Court, pursuant to the Stipulation for Entry of Final Judgment, Including Permanent Injunction
2 ("Stipulation"), between Plaintiff TRE MILANO, LLC ("Plaintiff") on the one hand, and Defendant
3 RIP BAINS ("Defendant"), on the other, hereby ORDERS, ADJUDICATES and DECREES that
4 final judgment, including permanent injunction, shall be and hereby is entered on the First Amended
5 Complaint for Injunctive Relief and damages in the above-referenced matter as follows:

6
7 1. **PERMANENT INJUNCTION.**

8 Defendant and any person or entity acting in concert with, or at the direction of it, including
9 any and all agents, servants, employees, partners, assignees, distributors, suppliers, resellers and an
10 others over which it may exercise control, are hereby restrained and enjoined, pursuant to 15 U.S.C. §
11 1116, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and/or Cal. Bus. & Prof. Code § 14247 from
12 engaging in, directly or indirectly, or authorizing or assisting any third party to engage in, any of the
13 following activities in the State of California, in the United States and throughout the world:

14 a. copying, manufacturing, importing, exporting, marketing, selling, offering for sale,
15 distributing or dealing in any product or service that uses, or otherwise making any use of, any of
16 Plaintiff's INSTYLER® trademarks, copyrights, and/or any intellectual property that is confusingly
17 or substantially similar to, or that constitutes a colorable imitation of, any of Plaintiff INSTYLER®
18 trademarks and copyrights, whether such use is as, on, in or in connection with any trademark,
19 service mark, trade name, logo, design, Internet use, website, domain name, metatags, advertising,
20 promotions, solicitations, commercial exploitation, television, web-based or any other program, or an
21 product or service, or otherwise;

22 b. performing or allowing others employed by or representing it or under its control, to
23 perform any act or thing which is likely to injure Plaintiff any of Plaintiff's INSTYLER®
24 trademarks, and/or Plaintiff's business reputation or goodwill;

25 c. engaging in any acts of federal and/or state trademark infringement, false designation
26 of origin, unfair competition, dilution, or other act which would tend damage or injure Plaintiff;
27 and/or

28 d. making commercial use of any Internet domain name or website that includes any

1 Plaintiff's trademarks or copyrights, including the INSTYLER® marks and works.

2 2. Defendant is ordered to deliver immediately for destruction all unauthorized products,
3 including counterfeit INSTYLER®-branded rotating hot irons and related products, labels, signs,
4 prints, packages, wrappers, receptacles and advertisements relating thereto in its possession or under
5 its control bearing any of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
6 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and other
7 means of making the same, to the extent that any of these item are in Defendant's possession.

8 3. This Final Judgment shall be deemed to have been served upon Defendant at the time
9 of its execution by the Court.

10 4. The Court finds that there is sufficient basis under Civ. Code § 3422 to enter this
11 Permanent Injunction, that sufficient evidence exists to justify its issuance, and that there is no just
12 reason to delay its entry.

13 5. Plaintiff is entitled to recover and Defendant shall pay to Plaintiff the sum of One
14 Million Dollars (\$1,000,000) on Plaintiff's First Amended Complaint for Injunctive Relief and
15 Damages against Defendant.

16 6. **NO APPEALS AND CONTINUING JURISDICTION.**

17 No appeals shall be taken from this Final Judgment, Including Permanent Injunction, and the
18 parties waive all rights to appeal, This Court expressly retains jurisdiction over this matter to enforce
19 any violation of the terms of this Final Judgment, Including Permanent Injunction, and the Permanent
20 Injunction herein.

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1 7. **NO FEES AND COSTS.**

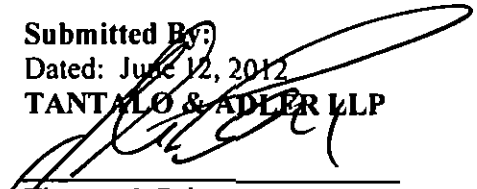
2 Each party shall bear its own attorneys' fees and costs incurred in this matter.

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5 IT IS SO ORDERED, ADJUDICATED and DECREED this 25th day of June, 2012.

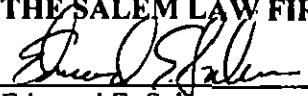
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7 Dated: June 25, 2012

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10 By: 
11 Hon. Richard E. Rico
12 Judge of the Superior Court, State of California

13 Submitted By:
14 Dated: June 12, 2012
15 TANTALO & ADLER LLP

16 
17 Thomas J. Peistrup
18 Attorneys for Plaintiff
19 Tre Milano, LLC

20 Dated: June 12, 2012
21 THE SALEM LAW FIRM, APLC

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23 Edmond E. Salem
24 Nada M. Alnajafi
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26 RIP BAINS