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NOT FOR PUBLICATION

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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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American Honda Motor Co., Inc.,

No. CV-08-0656-PHX-FJM

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Plaintiff,

ORDER

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vs.

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AZ Grafix; AZ Online Auction Pros;
Susan Alvarez; Eric J. Schad; Ted Smith,

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Defendants.

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On October 7, 2009, the Court entered an Order Granting Plaintiff’s Motion for Default Judgment against Defendants AZ Grafix, AZ Online Auction Pros, Susana Alvarez, and Eric J. Schad (“Defendants”) on all claims of the Amended Complaint.

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Based upon that Order, and being advised in the premises, IT IS HEREBY ORDERED AND ADJUDGED that American Honda Motor Co., Inc. (“Honda”) does have and recovers the relief prayed for in the Amended Complaint as follows:

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A. Defendants, their employees, agents, successors, and assigns, and all those in active concert and participation with them, and each of them who receives notice directly or otherwise of this Order, are permanently enjoined from, without permission from Honda:

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1 (1) imitating, copying, or making unauthorized use of the marks
2 HONDA® (Reg. Nos. 0,826,779 and 1,673,535), H EMBLEM® (Reg. No.
3 2,272,458), ACURA STYLIZED & EMBLEM® (Reg. Nos. 2,514,550; 2,646,476;
4 2,675,400), CIVIC® (Reg. No. 1,045,160), VTEC® (Reg. No. 2,492,897), INTEGRA
5 TYPE R® (Reg. Nos. 2,554,443 and 2,595,301), ACCORD® (Reg. No. 1,053,254),
6 and SI® (Reg. No. 3,426,868) (the “Honda Marks”);

7 (2) using any simulation, reproduction, counterfeit, copy, or
8 colorable imitation of the Honda Marks in connection with the promotion,
9 advertisement, display, sale, offering for sale, manufacture, production, circulation,
10 or distribution of any service or product;

11 (3) using any false designation of origin including, without
12 limitation, any letters or symbols constituting the Honda Marks, or performing any
13 act that can, or is likely to, lead members of the trade or public to believe that any
14 service or product manufactured, distributed, or sold by Defendants is in any manner
15 associated or connected with Honda or the Honda Marks, or is sold, manufactured,
16 licensed, sponsored, approved, or authorized by Honda;

17 (4) transferring, consigning, selling, shipping, or otherwise moving
18 any goods packaging, or other materials in any Defendant’s possession, custody, or
19 control bearing a design or mark substantially identical to any or all of the Honda
20 Marks;

21 (5) engaging in any other activity constituting unfair competition
22 with Honda with respect to the Honda Marks, or constituting an infringement of any
23 or all of the Honda Marks, or of Honda’s rights in, or to use or exploit, any or all of
24 the Honda Marks; and

25 (6) instructing, assisting, aiding, or abetting any other person or
26 business entity in engaging in or performing any of the activities referred to in
27 subparagraphs (1) through (5) above.
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