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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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The American Automobile Association,)
Inc.,)

CV-10-2667-PHX-LOA

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Plaintiff,)

ORDER

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v.)

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AAA Plus Auto Movers, L.L.C.; AA)
Plus Auto Shippers, LLC; AAA)
Anywhere Auto Shippers, Inc.; A Plus)
Auto Shippers, Inc.; Rolland)
Stonebreaker and Jane Doe)
Stonebreaker,)

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Defendants.)

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On February 7, 2011, the parties filed a Notice of Settlement, indicating the parties have reached a settlement resolving this case, were finalizing settlement paperwork and expect to file a motion seeking entry of a consent order and judgment with the Court.

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(Doc. 23)

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On March 2, 2011, the parties filed a Joint Motion for Entry of Consent Order and Judgment. (Doc. 25) The Joint Motion attaches a copy of the parties' Consent Order of Judgment. The parties agree that The American Automobile Associate, Inc. ("AAA") has brought an action in this Court against AAA Plus Auto Movers, L.L.C.; AA Plus Auto Shippers, LLC; AAA Anywhere Auto Shippers, Inc.; A Plus Auto Shippers, Inc.; Rolland Stonebreaker; and Jane Doe Stonbreaker (the "Defendants") in which it has alleged that Defendants having knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act

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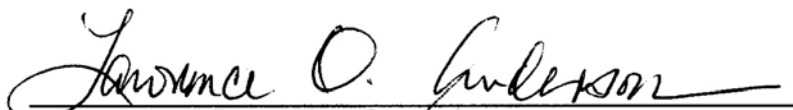
1 (“Lanham Act”), 15 U.S.C. §§ 1114, 1125, and Arizona state law, by registering and
2 using business names that incorporate the AAA Marks and by registering and using the
3 domain name AAAANYWHEREAUTOTRANSPORT.COM (the “infringing Uses”).
4 (Doc. 25-1.)

5 The parties agree the Defendants shall pay to Plaintiff the sum of One
6 Thousand Dollars upon entry of the Consent Judgment (the “Restitution Payment”); that
7 Defendants, their agents, attorneys, representatives, employees, and all persons in active
8 concert or participation with them who receive notice thereof, are permanently enjoined
9 from any unauthorized use of AAA’s trademarks, or of marks confusingly similar to any
10 of them; that each and every claim for damages, penalties, costs, and attorneys’ fees by
11 AAA against Defendants, other than the permanent injunction granted therein will be
12 dismissed with prejudice, except for such damages, penalties, costs, and/or attorneys’ fees
13 which might result from any violation of the Court’s Order; and that the case shall be
14 closed except that this Court shall retain jurisdiction for the purpose of enforcing the
15 Settlement Agreement and the Consent Order of Judgment.

16 Pursuant to the parties’ Joint Motion for Entry of Consent Order of Judgment, doc.
17 25, and good cause appearing,

18 **IT IS ORDERED** that the Joint Motion for Entry of Consent Order of Judgment,
19 doc. 25, is **GRANTED**. The Clerk of Court is kindly directed to enter the separate
20 Consent Judgment and terminate this case.

21 Dated this 4th day of March, 2011.

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24 Lawrence O. Anderson
25 United States Magistrate Judge
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