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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,)

CONSENT JUDGMENT

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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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Having considered the parties' Joint Motion for Entry of Consent Order of Judgment, doc. 25, the Court finds and concludes as follows:

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1. The American Automobile Association, 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 Stonebreaker (the "Defendants") in which it has alleged that Defendants have knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114, 1125, and Arizona state law, by registering and using business names that incorporate the AAA Marks and by registering and using the domain name AAAANYWHEREAUTOTRANSPORT.COM (the "Infringing Uses");

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1 2. The Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§
2 1331, 1338, and 1367;

3 3. AAA and Defendants have entered into a Settlement Agreement to resolve any
4 and all controversies and disputes between them existing as of this date;

5 4. Pursuant to that Settlement Agreement, AAA has agreed to dismiss its claims
6 for damages, attorneys' fees and costs;

7 5. Pursuant to that Settlement Agreement, Defendants have agreed and consented
8 to entry by the Court of a permanent injunction restraining them from violating AAA's
9 trademark rights;

10 6. Defendants waive all defenses or counterclaims which they might otherwise
11 raise at a trial on the merits of AAA's demand for a temporary restraining order,
12 preliminary injunction, permanent injunction, and/or damages.

13 7. Defendants consent and agree that this Court enter a judgment permanently
14 enjoining them from unauthorized use of AAA's trademarks, or of marks confusingly
15 similar to any of them.

16 8. The Parties have expressly consented in writing to jurisdiction before the
17 undersigned Magistrate Judge pursuant to 28 U.S.C. 636(c)(1), docs 7, 16-20.

18 **IT IS ORDERED** as follows:

19 1. Defendants shall pay to Plaintiff the sum of One Thousand Dollars upon entry
20 of this Consent Judgment (the "Restitution Payment");

21 2. Defendants, their agents, attorneys, representatives, employees, and all persons
22 in active concert or participation with them who receive notice hereof, are hereby
23 permanently enjoined from any unauthorized use of AAA's trademarks, or of marks
24 confusingly similar to any of them;

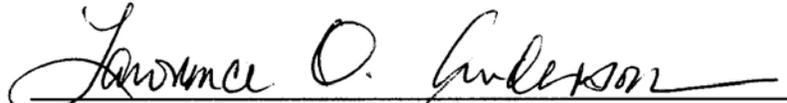
25 3. Each and every claim for damages, penalties, costs, and attorneys' fees by
26 AAA against Defendants, other than the permanent injunction granted herein, is hereby
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1 dismissed with prejudice, except for such damages, penalties, costs, and/or attorneys' fees
2 which might result from any violation of this Order; and

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4 4. This case shall be closed, except that this Court expressly retains jurisdiction
5 for the purpose of enforcing the Settlement Agreement and this Consent Judgment.

6 Dated this 4th day of March, 2011.

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9 Lawrence O. Anderson
United States Magistrate Judge

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