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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

AMERICAN AUTOMOBILE  
ASSOCIATION, INC., a Connecticut  
corporation,

Plaintiff,

vs.

RUIZ TOWING, an entity of unknown  
form; SALVADOR ALFARO, aka  
SALVADOR A. RUIZ, an individual;  
and DOES 1 through 10, Inclusive,

Defendants.

CASE NO. 2:16-cv-08587-CBM-FFMx

**ORDER GRANTING STIPULATION  
FOR PERMANENT INJUNCTION  
[10]**

Pursuant to the stipulation entered into by and between plaintiff AMERICAN  
AUTOMOBILE ASSOCIATION, INC. (“Plaintiff” or “AAA”), by and through its  
counsel, on the one hand, and defendant RUIZ TOWING, an entity of unknown  
form, and SALVADOR ALFARO, an individual (collectively “Defendants”), on the

1 other hand,

2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

3 1. Defendants, and each of them, their officers, directors, partners, agents,  
4 servants, employees, attorneys, confederates, and all persons acting for, with, by,  
5 through or under them, and any others within their control or supervision, and all  
6 others in active concert or participation with the above, are hereby permanently  
7 enjoined from using AAA's trademarks, the designation "AAA" or any other word  
8 or symbol incorporating Plaintiff's service marks, either alone or in combination  
9 with other words or symbols, in the marketing, sales, distribution, promotion,  
10 advertising, identification, or in any other manner in connection with any emergency  
11 roadside service business and other related services at any locality in the United  
12 States;

13 2. Defendants, and each of them, their officers, directors, partners, agents,  
14 servants, employees, attorneys, confederates, and all persons acting for, with, by,  
15 through or under them, and any others within their control or supervision, and all  
16 others in active concert or participation with the above, are hereby permanently  
17 enjoined from using AAA's trademarks, the designation "AAA" or any other name  
18 or symbol incorporating Plaintiff's service marks in any form or manner that would  
19 tend to identify or associate Defendants' businesses or services with Plaintiff in the  
20 marketing, sale, distribution, promotion, advertising, identification, or in any other  
21 manner in connection with any business;

22 3. Defendants, and each of them, their officers, directors, partners, agents,  
23 servants, employees, attorneys, confederates, and all persons acting for, with, by,  
24 through or under them, and any others within their control or supervision, and all  
25 others in active concert or participation with the above, are hereby permanently  
26 enjoined from referring to their businesses as "triple A approved" (either orally or in  
27 writing) in the marketing, sale, distribution, promotion, advertising, identification,  
28 or in any other manner in connection with any business;

1           4.       Defendants, and each of them, their officers, directors, partners, agents,  
2 servants, employees, attorneys, confederates, and all persons acting for, with, by,  
3 through or under them, and any others within their control or supervision, and all  
4 others in active concert or participation with the above, are hereby permanently  
5 enjoined from representing to anyone (either orally or in writing) that their  
6 businesses are affiliated with AAA in any way or is an AAA agent or contractor  
7 unless their businesses are approved in writing by AAA to be an AAA agent or  
8 contractor;

9           5.       Defendants will deliver to Plaintiff's attorney within thirty (30) days  
10 after entry of this injunction, to be impounded or destroyed by Plaintiff, all  
11 literature, signs, labels, prints, packages, wrappers, containers, advertising materials,  
12 stationery, and any other items in their possession or control that contain the  
13 infringing designation "AAA" or any other name or symbol incorporating Plaintiff's  
14 service marks, either alone or in combination with other words and symbols;

15           6.       Defendants will remove from their business premises and vehicles  
16 within thirty (30) days after entry of this injunction, all instances of AAA's  
17 trademarks, the "AAA" designation or any other name or symbol incorporating  
18 Plaintiff's service marks, either alone or in combination with other words and  
19 symbols, and to destroy all molds, plates, masters, or means of creating the  
20 infringing items;

21           7.       Defendants will instruct, within thirty (30) days after the entry of this  
22 injunction, any print directory, Internet directory, or website that they have caused  
23 to carry any AAA mark, including, without limitation, any reference to the "AAA"  
24 designation or other infringing designation, to cease using such names at the earliest  
25 possible date;

26           8.       Defendants will provide Plaintiff's counsel, within thirty (30) days after  
27 the entry of this injunction, a report in writing, under oath, setting forth in detail the  
28 manner and form in which Defendants have complied with 1 through 7 above.

1           9.     Nothing contained herein shall be construed to prevent or prohibit  
2 Defendants from applying to Plaintiff at a future date for approval or listing by  
3 Plaintiff pursuant to all of Plaintiff's rules, regulations, and requirements as they  
4 may exist at the time of any such future application. If Plaintiff, in its sole  
5 discretion, approves any such application for approval or listing, then this Stipulated  
6 Injunction shall be of no further force or effect.

7           10.    Plaintiff will file a Notice of Dismissal within (5) days of Plaintiff  
8 receiving a satisfactory written report from Defendants pursuant to Paragraph 8  
9 herein.

10          11.    The parties have had the opportunity to consult with legal counsel of  
11 their choice and are fully informed and aware of the legal effect and consequences  
12 of this Stipulated Injunction.

13          12.    The Court shall retain jurisdiction over this matter subsequent to the  
14 filing of the Notice of Dismissal for the purpose of enforcing this Injunction.

15                IT IS SO ORDERED.

16 Dated: December 9, 2016



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Hon. Consuelo B. Marshall  
United States District Judge

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