

1 The Court, pursuant to the Stipulation for Entry of Permanent Injunction and
2 Dismissal between Plaintiffs Carroll Shelby Licensing, Inc. and Carroll Hall Shelby
3 Trust (“Plaintiffs”), on the one hand, and Defendants U.S. Restoration, LLC and
4 David Wayne Miller II (“Defendants”), on the other hand, hereby ORDERS,
5 ADJUDICATES and DECREES that a permanent injunction shall be and hereby is
6 entered against Defendants as follows:

7 1. **PERMANENT INJUNCTION.** Unless the parties hereto subsequently
8 agree in writing otherwise, Defendants are hereby restrained and enjoined from
9 engaging in any of the following activities in the United States and throughout the
10 world:

11 (i) manufacturing, building, replicating, copying, cloning,
12 importing, exporting, marketing, displaying, offering for sale, reproducing,
13 acquiring, transferring, brokering, consigning, shipping, licensing, developing,
14 delivering, distributing and/or dealing in any product that makes any use of,
15 references, or relates to any of the following registered marks, as well as all
16 unregistered variants and the publicity rights of Carroll Hall Shelby, to the extent
17 Defendants have been made aware of such variants or rights in writing:

- 18 a. SHELBY, U.S. Reg. No. 1,538,090;
- 19 b. SHELBY, U.S. Reg. No. 4,193,153;
- 20 c. SHELBY, U.S. Reg. No. 4,118,294;
- 21 d. SHELBY, U.S. Reg. No. 3,913,730;
- 22 e. SHELBY and Oval Logo, U.S. Reg. No. 2,357,468;
- 23 f. SHELBY Logo, U.S. Reg. No. 4,384,077;
- 24 g. SHELBY and Weave Logo, U.S. Reg. No. 1,603,489;
- 25 h. SHELBY GT-H, U.S. Reg. No. 3,518,393;
- 26 i. SHELBY SERIES 1, U.S. Reg. No. 2,265,334;
- 27 j. SHELBY SERIES 1, U.S. Reg. No. 2,736,820;
- 28 k. SHELBY SERIES 2, U.S. Reg. No. 2,261,744;

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- l. SHELBY 427 S/C, U.S. Reg. No. 1,768,020;
- m. SHELBY PERFORMANCE PARTS, U.S. Reg. No. 4,261,592;
- n. SHELBYFEST, U.S. Reg. No. 4,125,651;
- o. SHELBY AMERICAN, U.S. Reg. No. 4,146,877;
- p. SHELBY AMERICAN, U.S. Reg. No. 4,146,866;
- q. THE SHELBY AMERICAN, U.S. Reg. No. 2,850,911;
- r. CARROLL SHELBY Signature, U.S. Reg. No. 4,144,534;
- s. CS SHELBY Logo, U.S. Reg. No. 4,483,679;
- t. GT500, U.S. Reg. No. 4820486;
- u. GT350, U.S. Reg. No. 4820485;
- v. GT 500, U.S. Reg. No. 85860799;
- w. GT 500, U.S. Reg. No. 85860715;
- x. GT 350, U.S. Reg. No. 85860662;
- y. GT 1000, U.S. Reg. No. 85467526;
- z. GT 900, U.S. Reg. No. 85467505;
- aa. GT 750, U.S. Reg. No. 85467448;
- bb. G.T. 350, U.S. Reg. No. 78161519;
- cc. GT-500, U.S. Reg. No. 78161524;
- dd. G.T. 500, U.S. Reg. No. 77580240;
- ee. GT-350, U.S. Reg. No. 77580205;
- ff. GT-350, U.S. Reg. No. 73735255;
- gg. GT-500, U.S. Reg. No. 73724265;
- hh. CS, U.S. Reg. No. 73219182;
- ii. CS, U.S. Reg. No. 73601883;
- jj. CS, U.S. Reg. No. 78885070;
- kk. CS6, U.S. Reg. No. 78981097;
- ll. CS6, U.S. Reg. No. 78883702; and

1 mm. GT 800, U.S. Reg. No. 85612593. (collectively, the “SHELBY
2 Marks”);

3 (ii). using the SHELBY Marks for commercial purposes, in
4 commerce, whether such use is as, on, in, or in connection with any trademark,
5 service mark, trade name, logo, design, Internet use, website, domain name,
6 metatags, advertising, promotions, solicitations, commercial exploitation,
7 television, web-based or any other program, or any product or service;

8 (iii). using any Internet domain name or website for commercial
9 purposes that unlawfully includes any of the SHELBY Marks.

10 (iv) Notwithstanding the limitations in this Permanent Injunction,
11 Defendants’ ability (a) to repair pre-existing original Shelby vehicles not built in
12 whole or in part by Defendants; (b) to repair existing Shelby replica vehicles not
13 built in whole or in part by Defendants; (c) to advertise and/or market Defendants’
14 willingness to repair such pre-existing original Shelby vehicles and/or replica
15 vehicles not built in whole or in part by Defendants in a manner that does not cause
16 a likelihood of confusion under trademark law, if made with a specific disclaimer
17 of any relationship or affiliation between the Defendants, or any of them, on the
18 one hand, and the Plaintiffs, on the other; or (d) to communicate with persons or
19 entities regarding the foregoing, shall not be prohibited by this Permanent
20 Injunction.

21 2. This Permanent Injunction shall be deemed to have been served upon
22 Defendants at the time of its execution by the Court.

23 3. The Court finds there is no just reason for delay in entering this
24 Permanent Injunction against Defendants, and, pursuant to Rule 54(a) of the
25 Federal Rules of Civil Procedure, the Court directs immediate entry of this
26 Permanent Injunction against Defendants.

27 4. **NO APPEALS AND CONTINUING JURISDICTION.** No
28 appeals shall be taken from this Permanent Injunction against Defendants, and

1 Plaintiffs and Defendants waive all rights to appeal. This Court expressly retains
2 jurisdiction over this matter to enforce the settlement agreement that precipitated
3 this Stipulation and the terms of this Permanent Injunction by Defendants.

4 5. **NO FEES AND COSTS.** Each party shall bear its own attorneys'
5 fees and costs incurred in this matter.

6 6. **DISMISSAL OF THE ACTION.** The Court hereby dismisses the
7 action in its entirety, with prejudice, upon entry of this Permanent Injunction
8 against Defendants. All dates and deadlines are **VACATED**. The Clerk of the
9 Court shall close the case.

10 **IT IS SO ORDERED, ADJUDICATED and DECREED** this 13th day of
11 April 2018.

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16 THE HONORABLE OTIS D. WRIGHT, II
17 United States District Judge
18 Central District of California
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