

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AMERICAN AUTOMOBILE
ASSOCIATION, INC.,

Plaintiff,

v.

AAA TOWING/IMPOUND YARD,
INC.,

Defendant.

Case No. CV 17-8242-DMG (PJWx)

JUDGMENT

On April 26, 2018, this Court granted Plaintiff American Automobile Association, Inc.’s motion for default judgment.

IT IS ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of Plaintiff and against Defendant AAA Towing/Impound Yard, Inc., also known as “AAA Towing and Impound Yard” and “AAA Towing Impound Yard, Inc.,” on all of Plaintiff’s claims for relief as follows:

1. Defendant, its officers, agents, servants, employees and attorneys, and all persons acting in concert and participation with Defendant are hereby **PERMANENTLY RESTRAINED** and **ENJOINED** from:


- 1 a. Using U.S. Service Mark Registration No. 829,265 (“AAA mark”), or
2 any other name or mark incorporating the AAA mark, either alone or in
3 combination with other words or symbols, in marketing, sales,
4 distribution, promotion, advertising, identification, or in any other
5 manner in connection with emergency road services and other related
6 services at any locality in the United States;
- 7 b. Using the AAA mark, or any other name or mark incorporating the AAA
8 mark, either alone or in combination with other words or symbols, in any
9 form or manner that would tend to identify or associate Defendant’s
10 businesses or services with Plaintiff in marketing, sales, distribution,
11 promotion, advertising, identification, or in any other manner in
12 connection with its business; and
- 13 c. Representing to anyone (either orally or in writing) that Defendant’s
14 business is affiliated with, or approved by, Plaintiff in any way;
- 15 2. Within thirty (30) days after service of this Judgment on Defendant, Defendant
16 **SHALL DELIVER** to Plaintiff’s attorney to be impounded or destroyed by
17 Plaintiff, all literature, signs, labels, prints, packages, wrappers, containers,
18 advertising materials, stationery, and any other items in its possession or control
19 that contain the AAA mark, or any other name or mark incorporating the AAA
20 mark, either alone or in combination with other words or symbols;
- 21 3. Within thirty (30) days after service of this Judgment on Defendant, Defendant
22 is **ORDERED** to remove from its business premises and vehicles all instances
23 of the AAA mark (or any other name or mark incorporating the AAA mark,
24 either alone or in combination with other words or symbols), and to destroy all
25 stencils, molds, plates, masters, or means of creating the infringing items;
- 26 4. Within thirty (30) days after service of this Judgment on Defendant, Defendant
27 is **ORDERED** to instruct any print directory, Internet directory, or website that
28 it has caused to carry the AAA mark (or any other name or mark incorporating

1 the AAA mark, either alone or in combination with other words or symbols),
2 including any Yelp or other online profile, to cease using such marks at the
3 earliest possible date; and

- 4 5. Within thirty (30) days after service of this Judgment on Defendant, Defendant
5 is **ORDERED** to file with the Clerk of this Court and serve upon Plaintiff a
6 report in writing, under oath, setting forth in detail the manner and form in
7 which Defendant has complied with the foregoing injunction.

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9 **IT IS SO ORDERED.**

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11 DATED: April 26, 2018

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14 DOLLY M. GEE
15 UNITED STATES DISTRICT JUDGE
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