

1 RUSS, AUGUST & KABAT  
 Irene Y. Lee, State Bar No. 213625  
 2 E-mail: [ilee@raklaw.com](mailto:ilee@raklaw.com)  
 Jean Y. Rhee, State Bar No. 234916  
 3 E-mail: [jrhee@raklaw.com](mailto:jrhee@raklaw.com)  
 Nathan D. Meyer, State Bar No. 239850  
 4 E-mail: [nmeyer@raklaw.com](mailto:nmeyer@raklaw.com)  
 Twelfth Floor  
 5 12424 Wilshire Boulevard  
 6 Los Angeles, California 90025  
 Telephone: 310.826.7474  
 7 Facsimile: 310.826.6991

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8 Attorneys for Plaintiffs  
 9 Thor Tech, Inc., Thor Industries, Inc., and  
 Thor Motor Coach, Inc.  
 10

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

13 THOR TECH, INC., a Nevada  
 14 corporation; THOR INDUSTRIES,  
 15 INC., a Delaware corporation; and  
 THOR MOTOR COACH, INC., a  
 16 Delaware corporation,

17 Plaintiffs,

18 vs.

19 THOR TRUCKS, INC., a  
 20 California corporation,

21 Defendant.  
 22

Case No. 2:18-cv-02958-CAS (MRWx)

[Assigned to Hon. Christina A. Snyder,  
 Courtroom 8D]

**[PROPOSED] FINAL JUDGMENT  
 AND PERMANENT INJUNCTION  
 AGAINST THOR TRUCKS, INC.**

Original Complaint Filed:  
 April 9, 2018

23 WHEREAS, plaintiffs Thor Tech, Inc., Thor Industries, Inc., and Thor Motor  
 24 Coach, Inc. (collectively, “Thor”) are the exclusive and sole owners of the rights in  
 25 various THOR marks covering vehicles and related services, including United States  
 26 Trademark Registration Nos. 1,780,830; and 5,053,749 (collectively the “THOR  
 27 Marks”);  
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WHEREAS, Defendant Thor Trucks, Inc. (“Defendant”) has used names, marks, and logos containing the term, “THOR” (collectively, the “Infringing Marks”) in connection with marketing, offering for sale, and selling, *inter alia*, vehicles and related services through, among other means, its website [www.thortrucks.com](http://www.thortrucks.com) and its social media handles and business network accounts bearing names containing the term “THOR”;

WHEREAS, a dispute has arisen between Thor and Defendant in that Defendant’s use of the Infringing Marks violates Thor’s rights in the THOR Marks and constitutes, among other things, trademark infringement and unfair competition;

WHEREAS, on April 9, 2018, Thor commenced the above-captioned action (“Action”) against Defendant, asserting federal and California law claims for trademark infringement and unfair competition;

WHEREAS, Defendant has admitted liability and entered into a full and final settlement of the Action with Thor, which settlement was memorialized in a certain document dated January 29, 2019 (the “Agreement”); and

WHEREAS, the Agreement provides, in pertinent part, that Defendant consents to the entry of a permanent injunction enjoining any references and uses of any trademark, service mark, trade name, corporate name, domain name, handle, business account name, email address, Internet domain name, metatag, Internet keyword, and any other form of designation or identification that consists in whole or in part of “THOR” or a variation thereof, including, without limitation, the Infringing Marks, on or in connection with vehicles, vehicle components, vehicle accessories and/or vehicle services.

NOW, THEREFORE, it is, ORDERED, ADJUDGED, and DECREED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over the parties hereto.

1           2.     Thor is the owner of the THOR Marks, which are valid and enforceable.

2           3.     Defendant engaged in marketing, offering for sale, and/or selling

3 products and/or services under the Infringing Marks.

4           4.     As of April 23, 2019, Defendant and its officers, members, principals,

5 agents, employees and all persons and entities in active concert or participation with

6 any of them, are permanently restrained and enjoined from infringing upon Thor’s

7 THOR Marks, either directly or indirectly, in any manner, including:

8           a.     manufacturing, distributing, circulating, advertising, marketing,

9 promoting, importing, exporting, displaying, shipping, offering for sale, or selling

10 vehicles, vehicle components, vehicle accessories and/or vehicle services under or

11 bearing any mark identical and/or confusingly similar to Thor’s THOR Marks,

12 including, without limitation, the Infringing Marks;

13           b.     manufacturing, distributing, circulating, advertising, marketing,

14 promoting, importing, exporting, displaying, shipping, offering for sale, or selling

15 vehicles, vehicle components, vehicle accessories and/or vehicle services under or

16 bearing any mark containing the word “THOR” or any confusingly similar variation

17 thereof;

18           c.     registering any of the Infringing Marks or any mark including the

19 term THOR for use on or in connection with vehicles, vehicle components, vehicle

20 accessories and/or vehicle services;

21           d.     committing any other acts calculated to cause purchasers to

22 believe that the products or services marketed, offered for sale, or sold by Defendant

23 are Thor’s products or services or associated with Thor in any way; and

24           e.     assisting, aiding or attempting to assist or aid any other person or

25 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to

26 4(d) above.

27           5.     Each party shall bear its own costs, expenses, and attorneys’ fees

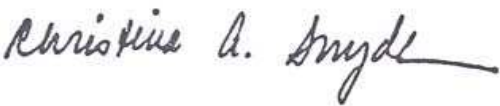
28 associated with this Action.

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6. The execution of this Final Judgment shall serve to bind and obligate the parties hereto.

7. The Court shall retain exclusive and continuing jurisdiction over this case for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof, and the punishment of any violations thereof. Except as otherwise provided herein, this Action is fully resolved with prejudice as to Defendant.

Dated: January 30, 2019

  
—  
Honorable Christina A. Snyder  
United States District Judge

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**CONSENTS**

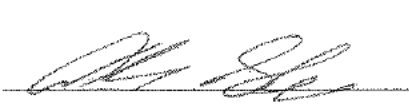
The undersigned parties to this Action consent to entry of this Final Judgment and Permanent Injunction.

**Thor Tech, Inc.**

By: 

Name: Christopher Putt  
Title: Assistant General Counsel of  
Thor Industries, Inc.  
Date: January 29, 2019

**Thor Trucks, Inc.**

By: 

Name: Dakota Semler  
Title: CEO  
Date: January 29, 2019

**Thor Industries, Inc.**

By: 

Name: Christopher Putt  
Title: Assistant General Counsel  
Date: January 29, 2019

**Thor Motor Coach, Inc.**

By: 

Name: Christopher Putt  
Title: Assistant General Counsel of  
Thor Industries, Inc.  
Date: January 29, 2019