

FILED

JAN 06 2009

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY _____
DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

ROADLINK USA, INC.,)
A Delaware Corporation,)
)
Plaintiff,)
)
v.)
)
ROAD LINK EXPRESS, INC.)
a California Corporation)

Cause No.: 1:08-CV-1516

FINAL CONSENT JUDGMENT

WHEREAS, Plaintiff RoadLink USA, Inc. ("RoadLink") and Defendant Road Link Express, Inc. ("RLE") have agreed to the entry of this Final Consent Judgment in resolution of RoadLink's claims against RLE as set forth in the Complaint filed in this action. At the request and on the consent of both RoadLink and RLE as noted in the Stipulation for Entry of Final

Consent Judgment, and with good cause having been shown:

Roadlink USA, Inc. v. Road Link Express, Inc.

Doc. 12

THE COURT FINDS, ADJUDGES AND DECREES:

1. The parties submit to and acknowledge the jurisdiction of this court over these parties and the subject matter herein.
2. RoadLink has advised RLE that it owns statutory and common law trademark rights in a ROADLINK family of marks in connection with trucking and other related services, including but not limited to the rights embodied in United States Registration No. 1,454,644 (the "'644 Registration"), United States Registration No. 2,832,244 (the "'244 Registration"), and United States Registration No. 3,435,328 (the "'328 Registration"), each of which are in full force.

3. RoadLink has alleged that RLE has infringed RoadLink's above-identified rights under the federal Lanham Act and the common law by using in commerce a designation that is so similar to RoadLink's marks in connection with the sale, offering for sale, distribution or advertising of trucking services that such use is likely to cause confusion or mistake or to deceive, in violation of 15 U.S.C. § 1114 and 1125, and the common law.

4. Pursuant to 15 U.S.C. § 1116 and applicable state law, RLE is hereby permanently enjoined from using the designations "Road Link" and "Road Link Express," or colorable imitations or variations thereof, in a manner that would cause a likelihood of confusion with RoadLink's above-identified trademark rights. Specifically, RLE is enjoined from using the noted designations or colorable imitations or variations thereof in connection with (1) trucking services or (2) products or services related to or used with trucking services, including but not limited to use in advertising, sales or distribution of such products or services, or committing any other acts that constitute an infringement of RoadLink's rights in its above-identified marks under the provisions of 15 U.S.C. § 1114 or applicable state law.

5. RLE expressly acknowledges that to the best of its knowledge, the trademark rights enumerated above belong to RoadLink, and expressly agrees to be bound by this court's present injunction against any further use or other infringement thereof.

6. RoadLink's claims for past money damages against RLE shall otherwise be dismissed with prejudice with respect to RLE, its successors, officers, agents, employees, customers, assignees or licensees with RoadLink expressly reserving the right to proceed against any remaining unrelated, third party defendants in this case, and any unrelated, third party entity currently not a party to this case, as to the full money damages and further injunctive relief relative to the subject matter of this case.

7. RoadLink and RLE hereby stipulate and agree that this Court will maintain jurisdiction to enforce the terms of the Settlement Agreement, and that this Final Consent Judgment is to be a final and binding Order of this Court enforceable by contempt and all other powers of the Court as if the Settlement Agreement and this Final Consent Judgment had been reached as a judgment after a full trial on the merits of the claims raised in Plaintiff's Complaint.

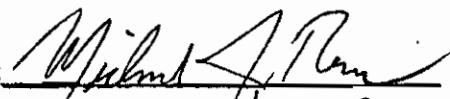
8. RoadLink and RLE shall cooperate in response to reasonable inquiry from the other party to provide assurance of compliance with this Final Consent Judgment.

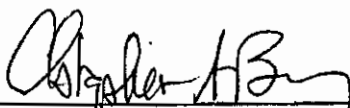
SO ORDERED this 5th day of January, 2008-~~2008~~ 2009


United States District Judge

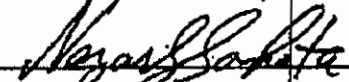
Consented to by the parties with approval as to form by counsel:

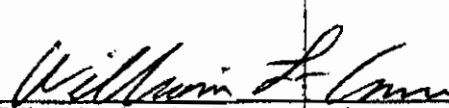
ROADLINK USA, INC.

By: 
Printed Name: Michael Rane
Title: Vice President
Date: 12-19-08


Christopher A. Brown, Esq.
Counsel for RoadLink USA, Inc.

S&S TRUCKING, f/k/a
ROAD LINK EXPRESS, INC.

By: 
Printed Name: NAZAR S. SAHOTA
Title: PRESIDENT
Date: 12-1-08


William L. Cowin, Esq.
Counsel for Road Link Express, Inc.