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12 INTERNATIONAL MACHINERY, INC.

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**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

SIERRA INTERNATIONAL MACHINERY,  
a California corporation,

Plaintiff,

v.

JEREMY AXEL, an individual residing in  
Colorado; and DOES 1 to 25, inclusive,

Defendants.

Case No. 1:21-cv-00723-JLT-BAK

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Complaint Filed: March 22, 2021  
Trial Date: None Set

Pursuant to the parties' Stipulation for Entry of Final Judgment and Permanent Injunction, and for good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the complaint filed in this action and over the parties.

2. Pursuant to the authority vested under the Lanham Act (see, e.g., 15 U.S.C. § 1116), defendant Jeremy Axel ("Defendant"), as well as his successors, assigns, partners, and any person or entity acting in concert with or on behalf of Defendant, is hereby enjoined from the following:

a. Using United States Trademark Registration No. 4,342,540 for the word mark SIERRA and United States Trademark Registration No.

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5,885,542 for the work mark SIERRA with letters in red stylized form (the “Registered Trademarks”), unless Defendant and plaintiff Sierra International Machinery, Inc. (“Plaintiff”) subsequently enter into a written license or other agreement authorizing Defendant’s use of the Registered Trademarks; and

b. Assisting or abetting in any way any other person or entity in using the Registered Trademarks, unless a written license or other agreement from Plaintiff authorizes such conduct.

3. The Court retains jurisdiction over the parties, the parties’ settlement agreement, and the Final Judgment to the extent necessary to interpret and enforce this Final Judgment and the parties’ settlement agreement, and to determine any issues which may arise concerning the Final Judgment or the parties’ settlement agreement.

4. The Clerk of Court is directed to CLOSE THIS CASE.

IT IS SO ORDERED.

Dated: May 11, 2022

  
UNITED STATES DISTRICT JUDGE