

DOWNEY BRAND LLP

1 DOWNEY BRAND LLP  
 ANDREW L. COLLIER (Bar No. 191137)  
 2 THOMAS E. MARRS (Bar No. 252485)  
 621 Capitol Mall, 18th Floor  
 3 Sacramento, CA 95814-4731  
 Telephone: 916.444.1000  
 4 Facsimile: 916.444.2100  
 acollier@downeybrand.com  
 5 tmarrs@downeybrand.com

6 Attorneys for Plaintiff

7  
 8 WOODS, FULLER, SHULTZ & SMITH P.C.  
 TIM R. SHATTUCK (SD Bar No. 1422)  
 9 SANDER J. MOREHEAD (SD Bar No. 3625)  
 (*Pro Hac Vice*)  
 10 300 South Phillips Avenue, Suite 300  
 Post Office Box 5027  
 11 Sioux Falls, SD 57117-5027  
 Telephone: (605) 336-3890  
 12 Tim.Shattuck@woodsfuller.com  
 13 Sander.Morehead@woodsfuller.com

14 Attorneys for Plaintiff

15 UNITED STATES DISTRICT COURT  
 16 EASTERN DISTRICT OF CALIFORNIA  
 17

18 CURT ACQUISITION HOLDINGS, INC.,  
 19 a Delaware Corporation, doing business as,  
 Luverne Truck Equipment,

20 Plaintiff,

21 vs.

22 MARK A. MONTEZ, an individual doing  
 23 business as Diesel Pros Truck & Trailer  
 Parts,

24 Defendant.  
 25

Case No. 2:16-cv-01924-JAM-AC

**STIPULATION OF JUDGMENT AGAINST  
 DEFENDANT; JUDGMENT**

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1 Plaintiff Curt Acquisition Holdings, Inc. doing business as Luverne Truck Equipment  
2 (“LTE”) and defendant Mark A. Montez, an individual doing business as Diesel Pros Truck &  
3 Trailer Parts (“Diesel Pros”) agree and stipulate to judgment as follows. LTE and Diesel Pros are  
4 referred to herein individually as a “Party” and collectively as the “Parties.”

5 **RECITALS**

6 A. LTE manufactures, markets, and sells a universal fit guard assembly, known as  
7 the TUFF GUARD, to protect the front end of mid-size trucks and semi-tractors, and owns all  
8 rights, title, and interest in and to the trade dress of its TUFF GUARD product and the “TUFF  
9 GUARD” trademark;

10 B. Diesel Pros has purchased, marketed, and sold a virtual copy of the TUFF  
11 GUARD (the “Accused Product”) and has used photographs of the TUFF GUARD product in its  
12 advertisements;

13 C. LTE has commenced litigation against Diesel Pros in the United States District  
14 Court, Eastern District of California, Case No. 2:16-cv-01924, Curt Acquisition Holdings, Inc., v.  
15 Mark A. Montez, alleging that Diesel Pros’ marketing and selling the Accused Product infringes  
16 LTE’s trade-dress rights under the Lanham Act and constitutes unfair competition under the  
17 Lanham Act and state law (the “Lawsuit”);

18 D. Diesel Pros has denied LTE’s allegations and claims in the Lawsuit; and

19 E. The Parties desire to resolve fully and finally all aspects of the Lawsuit without the  
20 time and expense of further legal action.

21 **TERMS OF STIPULATED JUDGMENT**

22 The Parties stipulate that judgment shall be entered in LTE’s favor, and against Diesel  
23 Pros, in accordance with the terms of this Stipulated Judgment, as follows:

24 1. For purposes of this Stipulated Judgment, “Diesel Pros” means and includes Mark  
25 A. Montez and any business or entity wholly or partially owned or controlled by Mark A. Montez  
26 or employing Mark A. Montez in any manner, including but not limited to Diesel Pros Truck &  
27 Trailer Parts.

28 2. Judgment shall be in the form of a permanent injunction: (a) prohibiting Diesel



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February 27, 2017

DIESEL PROS TRUCK & TRAILER PARTS

By: /s/ \_\_\_\_\_  
MARK A. MONTEZ

**APPROVED AS TO FORM AND CONTENT**

DATED: February 28, 2017

WOODS, FULLER, SHULTZ & SMITH P.C.

By: /s/ \_\_\_\_\_  
Tim R. Shattuck  
Attorneys for Plaintiff Curt Acquisition  
Holdings, Inc.

DATED: March 2, 2017

DOWNEY BRAND LLP

By: /s/ \_\_\_\_\_  
Thomas E. Marrs  
Attorneys for Plaintiff Curt Acquisition  
Holdings, Inc.

DATED: February 27, 2017

MILLSTONE PETERSON & WATTS, LLP

By: /s/ \_\_\_\_\_  
GLENN W. PETERSON  
Attorneys for Defendant  
Mark A. Montez

**JUDGMENT ON STIPULATION**

Based on the Parties’ Stipulation, and good cause being shown, IT IS ORDERED, ADJUDGED, AND DECREED that judgment is hereby entered in LTE’s favor, and against Diesel Pros, with each of the Parties to bear their own attorneys’ fees and costs, except for any fees and costs incurred in enforcing this judgment, which may be determined at a later date.

For purposes of this judgment, “Diesel Pros” means and includes Mark A. Montez and any business or entity wholly or partially owned or controlled by Mark A. Montez or employing Mark A. Montez in any manner, including but not limited to Diesel Pros Truck & Trailer Parts.

Judgment is in the form of a permanent injunction: (a) prohibiting Diesel Pros from importing, offering for sale, selling, advertising, marketing, or distributing the Accused Product or any other grille guard that is substantially or confusingly similar in appearance to the TUFF GUARD product; (b) prohibiting Diesel Pros from using or otherwise exploiting LTE’s “TUFF GUARD” trademark or any other mark that is confusingly similar to the “TUFF GUARD” mark; and (c) prohibiting Diesel Pros from using or exploiting any photographs or other depictions of the TUFF GUARD product or any photographs owned by LTE or appearing on LTE’s web site.

This permanent injunction becomes effective on April 1, 2017.

All existing dates and deadlines in this matter are hereby vacated.

The Court retains jurisdiction to resolve any disputes that may arise relating to this judgment.

**IT IS SO ORDERED, ADJUDGED, AND DECREED**

DATED: March 3, 2017

/s/ John A. Mendez  
UNITED STATES DISTRICT COURT JUDGE