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THE AMERICAN AUTOMOBILE  
6 ASSOCIATION, INC.

7  
8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11  
12 THE AMERICAN AUTOMOBILE  
ASSOCIATION, INC.,

13 Plaintiff,

14 v.

15 E-RESPONSES.COM and  
16 STEVEN PRICE,

17 Defendants.

Case No. 10-cv-02609-EMC

**CONSENT ORDER OF  
JUDGMENT**

18  
19  
20 WHEREAS, The American Automobile Association, Inc. (“AAA”) has brought  
21 an action in this Court against E-Responses.com and Steven Price (the “Defendants”) in which it  
22 has alleged that Defendants have knowingly and willfully violated AAA’s rights in its famous  
23 and distinctive AAA trademarks (“AAA Marks”), in violation of the Federal Trademark Act  
24 (“Lanham Act”), 15 U.S.C. §§ 1114, 1125, and California state and common law, by displaying  
25 the AAA Marks on the unauthorized Vehicle Purchasing Service website of the local AAA  
26 member club the California State Automobile Association that Defendants hosted on their IP  
27 Address, and by registering and using the AAAMEMBERS.COM, AAAMEMBERS.ORG, and  
28 AAAMEMBERS.NET domain names (the “Infringing Domain Names”);

CONSENT ORDER OF JUDGMENT  
10-cv-02609-EMC

1                   WHEREAS, the Court has jurisdiction over this civil action by virtue of 28  
2 U.S.C. §§ 1331, 1338, and 1367;

3                   WHEREAS, AAA and Defendants have entered into a Settlement Agreement to  
4 resolve any and all controversies and disputes between them existing as of this date;

5                   WHEREAS, pursuant to that Settlement Agreement, AAA has agreed to dismiss  
6 its claims for damages, attorneys' fees, and costs;

7                   WHEREAS, pursuant to that Settlement Agreement, Defendants have agreed and  
8 consented to entry by the Court of a permanent injunction restraining them from violating  
9 AAA's trademark rights; and

10                  WHEREAS, Defendants waive all defenses or counterclaims which they might  
11 otherwise raise at a trial on the merits of AAA's demand for a temporary restraining order,  
12 preliminary injunction, permanent injunction, and/or damages.

13                  NOW THEREFORE, Defendants consent and agree that this Court enter a  
14 judgment permanently enjoining them from unauthorized use of AAA's trademarks, or of marks  
15 confusingly similar to any of them.

16                  The Court does hereby, upon the consent of the parties, declare that a permanent  
17 injunction issue herein as follows:

18                  IT IS ORDERED, ADJUDGED, AND DECREED:

19                  1.       That Defendants shall pay to Plaintiff the sum of Five Hundred Dollars  
20 upon entry of this Consent Judgment (the "Restitution Payment");

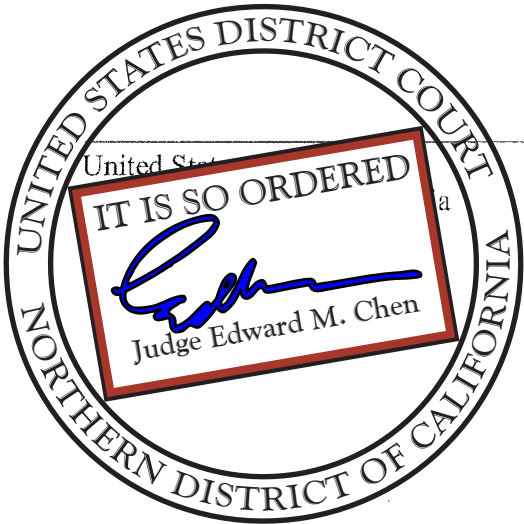
21                  2.       That Defendants, their agents, attorneys, representatives, employees, and  
22 all persons in active concert or participation with them who receive notice hereof, are hereby  
23 permanently enjoined from any unauthorized use of AAA's trademarks, or of marks confusingly  
24 similar to any of them;

25                  3.       That each and every claim for damages, penalties, costs, and attorneys'  
26 fees by AAA against Defendants, other than the permanent injunction granted herein, is hereby  
27 dismissed with prejudice, except for such damages, penalties, costs, and/or attorneys' fees  
28 which might result from any violation of this Order; and

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4. That this case shall be closed, except that this Court shall retain jurisdiction for the purpose of enforcing the Settlement Agreement and this Consent Order of Judgment.

ENTERED this 27th day of October, 2010.



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BY CONSENT OF PLAINTIFF:

BY CONSENT OF DEFENDANTS:

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*J. Paul Gignac*

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