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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MOUNTZ, INC.,

Plaintiff,

v.

NORTHEAST INDUSTRIAL BOLTING
AND TORQUE, LLC.,

Defendant.

Case No. [3:15-cv-04538-JD](#)

**ORDER ADOPTING REPORT AND
RECOMMENDATION**

Re: Dkt. No. 23

The Court has reviewed Magistrate Judge Maria-Elena James’ report and recommendation, recommending that a default judgment be entered against defendant Northeast Industrial Bolting and Torque, LLC (“NIB” or “Defendant”), that a permanent injunction be entered, and that plaintiff’s motion for fees and costs be denied without prejudice. No objections have been filed in response to the report, and the time to file objections has expired. See Fed. R. Civ. P. 72(b).

The Court agrees that it may exercise personal jurisdiction over NIB, that a default judgment is appropriate, that a permanent injunction is appropriate, and that plaintiff’s motion for fees should be denied without prejudice. Consequently, the Court adopts the report and recommendation of Magistrate Judge James in full, and enters the following permanent injunction:

Defendant, its officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with Defendant who receive actual notice of this Order by personal service or otherwise shall permanently:

1. Cease all use and never use the “Torque Tool Specialist” mark, or any other mark likely to cause confusion with the Mountz Mark (“The Torque Tool Specialists”), in connection with the promotion, advertising, offering for sale, or sale, of any products or services;
2. Never use any false designation of origin, false representation, or any false or

1 misleading description of fact, that can, or is likely to, lead the consuming public or individual
2 members thereof, to believe that any products or services produced, offered, promoted, marketed,
3 advertised, provided, or sold by Defendant are in any manner associated or connected with
4 Mountz, Inc., or are licensed, approved, or authorized in any way by Mountz, Inc.;

5 3. Never represent, suggest in any fashion to any third party, or perform any act that may
6 give rise to the belief, that Defendants, or any of its goods or services, are related to, authorized
7 by, or sponsored by Mountz, Inc.; and,

8 4. Cease all advertising of products or services under the “Torque Tool Specialist” mark,
9 including but not limited to Defendant’s website and its vehicles.

10 **IT IS SO ORDERED.**

11 Dated: November 14, 2016



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14 JAMES DONATO
United States District Judge