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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

ONE PASS, LLC, a California Limited Liability Company,  
  
Plaintiff,  
  
v.  
  
WEISSER DISTRIBUTING, INC., a South Dakota Corporation, doing business as TOOL DEALS, AUTOBODYNOW and ABN; and DOES 1-10, inclusive,  
  
Defendants.

Case No.: 4:17-cv-05798-YGR

~~PROPOSED~~ **PERMANENT INJUNCTION AGAINST DEFENDANT WEISSER DISTRIBUTING, INC.**

**Hon. District Judge Yvonne Gonzalez Rogers**

The Court, pursuant to the Stipulation for Entry of Permanent Injunction (“Stipulation”), by and between Plaintiff ONE PASS, LLC (“Plaintiff”), and Defendant WEISSER DISTRIBUTING, INC. (“Defendant”), hereby ORDERS, ADJUDICATES and DECREES that a permanent injunction shall be and hereby is entered against Defendant in the above-referenced matter as follows:

1. **PERMANENT INJUNCTION.** Defendant, and any person or entity acting in concert with, or at the direction of Defendant, including any and all agents, servants, employees,

1 partners, assignees and any others over which Defendant may exercise control, is hereby  
2 restrained and enjoined, pursuant to 15 United States Code (“U.S.C.”) §1116(a) and 35 U.S.C.  
3 §283, from engaging in, directly or indirectly, or authorizing or assisting any third party to  
4 engage in, any of the following activities in the United States and throughout the world:

5 (i) copying, manufacturing, importing, exporting, purchasing, marketing,  
6 selling, offering for sale, distributing or dealing in any product or service that uses, or otherwise  
7 making any use of, any of One Pass’ intellectual properties, without authorization, including but  
8 not limited to, T-BAR® trademarks, numbered 2,943,348, and/or Plaintiffs’ patents numbered  
9 5,920,947, 7,627,924, 7,861,362, 7,757,336, 7,134,163, 7,363,678, 6,126,756, 6,796,000, and  
10 6,243,911 (collectively hereinafter “One Pass’ Intellectual Properties”), and/or any intellectual  
11 property that is confusingly or substantially similar to, or that constitutes a colorable imitation  
12 of, any One Pass’ Intellectual Properties, whether such use is as, on, in or in connection with  
13 any trademark, service mark, trade name, logo, design, Internet use, website, domain name,  
14 metatags, advertising, promotions, solicitations, commercial exploitation, television, web-based  
15 or any other program, or any product or service, or otherwise;

16 (ii) advertising or displaying images and/or photographs of non-genuine T-  
17 BAR®-marked products;

18 (iii) advertising or selling non-genuine T-BAR®-marked water-blades, and/or  
19 products which make unauthorized use of and/or which infringe upon One Pass’ Intellectual  
20 Properties;

21 (iv) using One Pass’ Intellectual Properties, including but not limited to the T-  
22 BAR® trademarks in advertising to suggest that non-genuine products being advertised are  
23 sponsored by, endorsed by, or are otherwise affiliated with Plaintiff and/or advertising non-  
24 genuine T-BAR® products descriptions that falsely imply that products being offered for sale  
25 are genuine products sourced from Plaintiff and/or T-BAR® products;

26 (v) using, advertising or displaying Plaintiff’s trademarks, including but not  
27 limited to T-BAR®-trademarks, to suggest that non-genuine products being advertised are  
28 manufactured, sponsored or endorsed by Plaintiff or advertising non-genuine products

1 embodying, without authorization, One Pass' Intellectual Properties, and/or using descriptions  
2 that falsely imply products are genuine products sourced from Plaintiff and/or T-BAR®  
3 products;

4 (vi) performing or allowing others employed by or representing it, or under its  
5 control, to perform any act or thing which is likely to injure Plaintiff, any of One Pass'  
6 Intellectual Properties, and/or Plaintiff's business reputation or goodwill;

7 (vii) engaging in any acts of federal and/or state trademark infringement, false  
8 designation of origin, unfair business practices under California law, unfair competition, federal  
9 patent infringement, or other act which would tend damage or injure Plaintiff; and/or

10 (viii) using any Internet domain name or website that includes any of One Pass'  
11 Intellectual Properties, including but not limited to the T-BAR® trademarks and/or any of One  
12 Pass' patents.

13 2. Defendant is ordered to deliver immediately for destruction all counterfeit,  
14 infringing or otherwise unauthorized products, including water blades, labels, signs, prints,  
15 packages, wrappers, receptacles and advertisements relating thereto, in its possession and/or  
16 under its control embodying, comprised, utilizing and/or bearing any One Pass' Intellectual  
17 Properties, or any simulation, reproduction, counterfeit, copy or colorable imitations thereof,  
18 and all plates, molds, heat transfers, screens, matrices and other means of making the same, to  
19 the extent that any of these items are in Defendant's possession.

20 3. This Permanent Injunction shall be deemed to have been served upon Defendant  
21 at the time of its execution by the Court.

22 4. The Court finds there is no just reason for delay in entering this Permanent  
23 Injunction against Defendant, and, pursuant to Federal Rule of Civil Procedure 54(a), the Court  
24 directs immediate entry of this Permanent Injunction against Defendant.

25 5. Defendant will be making an agreed-upon payment to Plaintiffs, as more  
26 particularly described in a separate Confidential Settlement Agreement.

27 6. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be  
28 taken from this Permanent Injunction, and the parties waive all rights to appeal. This Court

1 expressly retains jurisdiction over this matter to enforce any violation of the terms of this  
2 Permanent Injunction by Defendant.

3 7. **NO FEES AND COSTS.** Each party shall bear their own attorneys' fees and  
4 costs incurred in this matter.

5 8. **DISMISSAL.** Upon entry of this Permanent Injunction against Defendant, the  
6 case shall be dismissed in its entirety.

7 IT IS SO ORDERED, ADJUDICATED and DECREED this 13th day of  
8 February, 2018.



HON. YVONNE GONZALEZ ROGERS District  
Court Judge of the United States Northern District  
of California

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