

1 John L. Krieger (Nevada Bar No. 6023)
 LEWIS ROCA ROTHGERBER LLP
 2 3993 Howard Hughes Parkway, Suite 600
 Las Vegas, Nevada 89169
 3 Telephone: (702) 949-8200
 Facsimile: (702) 949-8398
 4 JKrieger@LRRLaw.com

5 Ann K. Ford (Admitted *pro hac vice*)
 John M. Nading (Admitted *pro hac vice*)
 6 DLA PIPER LLP (US)
 500 8th Street, N.W.
 7 Washington, D.C. 20004
 Telephone: (202) 799-4140
 8 Facsimile: (202) 799-5140
ann.ford@dlapiper.com
 9 john.nading@dlapiper.com

10
 11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**
 13

14 CFA INSTITUTE,

15 **Plaintiff,**

16 v.

17 ROBERT HIXON and
 HIXON HOLDINGS, LLC,

18 **Defendants.**
 19

Case No.: 2:13-02258-JCM-NJK

CONSENT JUDGMENT

20 **Plaintiff** CFA Institute (“CFA Institute” or “Plaintiff”), and Defendants Robert Hixon
 21 (“Hixon”) and Hixon Holdings, LLC (“Hixon Holdings”) (Hixon and Hixon Holdings,
 22 collectively “Defendants”), agree to the entry of a Consent Judgment as follows:

23 Defendants have **infringed** the registered trademark rights of CFA Institute in and to the
 24 trademarks CFA, CFA INSTITUTE, CFA CHARTERED FINANCIAL ANALYST, and
 25 CHARTERED FINANCIAL ANALYST (collectively, the “CFA Marks”) under 15 U.S.C. §
 26 1114 and the State of Nevada common law; have committed acts of false designation of origin,
 27 false or misleading description of fact, or false or misleading representation in violation of the
 28 rights of CFA Institute under 15 U.S.C. § 1125(a); have **infringed and diluted** CFA Institute’s



1 trademark rights in violation of 15 U.S.C. § 1125(c) and Nevada common law; are in violation of
2 the Federal Anti-Cybersquatting Piracy Act, 15 U.S.C. § 1125(d); and have been unjustly
3 enriched in violation of the State of Nevada common law;

4 Accordingly, Defendants, their officers, agents, representatives, servants, employees,
5 attorneys, successors and assigns, and all others in active concert or participation with
6 Defendants, are permanently enjoined and restrained from:

7 1. imitating, copying, or making any infringing use of the trademarks CFA, CFA
8 INSTITUTE, CFA NETWORK, CFA NETWORK.COM, and CERTIFIED FINANCIAL
9 ADVISOR (collectively, the "Infringing CFA Marks"), the CFA Marks of CFA Institute, and
10 any other mark now or hereafter confusingly similar to the CFA Marks;

11 2. filing any trademark application for any trademark for or incorporating the
12 Infringing CFA Marks, the CFA Marks of CFA Institute, or any other designation that is
13 confusingly similar to the CFA Marks;

14 3. manufacturing, assembling, producing, distributing, offering for distribution,
15 circulating, selling, offering for sale, advertising, importing, promoting, or displaying any
16 simulation, reproduction, counterfeit, copy, or colorable imitation of the CFA Marks,
17 Defendants' Infringing CFA Marks, or any mark confusingly similar thereto;

18 4. using any false designation of origin or false description or statement which can
19 or is likely to lead the trade or public or individuals erroneously to believe that any good or
20 service has been provided, produced, distributed, offered for distribution, circulation, sold,
21 offered for sale, imported, advertised, promoted, displayed, licensed, sponsored, approved, or
22 authorized by or for CFA Institute, when such is not true in fact;

23 5. using the names, logos, or other variations thereof of the CFA Marks or
24 Defendants' Infringing CFA Marks in any of Defendants' trade or corporate names;

25 6. engaging in any other activity constituting an infringement of the CFA Marks, or
26 of the rights of CFA Institute in, or right to use or to exploit the CFA Marks; and

27 7. assisting, aiding, or abetting any other person or business entity in engaging in or
28 performing any of the activities referred to in paragraphs (1) through (6) above;



1 Defendants and/or the current registrar are ordered to effectuate transfer of the
2 registration of any and all domain names incorporating Defendants' Infringing CFA Marks or the
3 CFA Marks, including but not limited to the domain names <cfanetwork.com>,
4 <cfa.institute.co>, and <cfa.la>, to CFA Institute.

5 This Court shall maintain limited jurisdiction for the purposes of enforcing the terms of
6 the Settlement Agreement between Plaintiff and Defendants. See *Kokkonen v. Guardian Life*
7 *Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (permitting federal courts to maintain jurisdiction over
8 settlement agreements so long as jurisdiction expressly retained in order of dismissal); *Ortolf v.*
9 *Silver Bar Mines, Inc.*, 111 F.3d 85, 87-88 (9th Cir. 1997) (applying *Kokkonen* exception).

10 IT IS SO STIPULATED AND AGREED: APRIL 10, 2014

11 Dated: ~~March~~ ^{APRIL 14} 2014

Dated: March __, 2014

12 By: 

By: 


13 John L. Krieger (Nevada Bar No. 6023)
14 Ann K. Ford (Admitted *pro hoc vice*)
15 John M. Nading (Admitted *pro hoc vice*)

Robert Hixon (*pro se*)
848 North Rainbow Boulevard, #425
Las Vegas, Nevada 89107
robhixon@gmail.com
hixonholdings@gmail.com

16 Attorneys for Plaintiff

On behalf of himself and Hixon Holdings,
LLC

17
18
19 IT IS SO ORDERED:

20
21 
22 UNITED STATES DISTRICT JUDGE

23 DATED: April 17, 2014.
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