

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEVADA**

SMOG 'N GO, LLC, a Utah limited liability company,

Plaintiff,

v.

SMOG 'N GO, LLC, a Nevada limited liability company; CHARLES J. TIDD, an individual; PATRICK D. STOCKSTILL; an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 3:14-cv-00387

**ORDER DISMISSING  
ACTION WITH PREJUDICE**

1           WHEREAS, on July 23, 2014, Plaintiff SMOG ‘N GO, LLC, a Utah limited liability  
2 company (“Plaintiff”), filed a complaint alleging that Defendants SMOG ‘N GO, LLC, a Nevada  
3 limited liability company, CHARLES J. TIDD, an individual, and PATRICK D. STOCKSTILL,  
4 an individual (collectively, “Defendants”), infringed Plaintiff’s “Smog ‘N Go” service mark  
5 registered with the United States Patent and Trademark Office. (Dkt. No. 1)

6           WHEREAS, on August 21 and 25, 2014, Defendants waived service of the summons and  
7 complaint. (Dkt. Nos. 8-10.)

8           WHEREAS, Defendants have not appeared in the instant lawsuit.

9           WHEREAS, during the pendency of the lawsuit, Defendant SMOG ‘N GO, LLC, a  
10 Nevada limited liability company, changed its name to SmogCheckNV and Renewal, LLC, a  
11 Nevada limited liability company;

12           WHEREAS, Plaintiff and Defendants have now agreed to settle the case pursuant to a  
13 written Settlement Agreement;

14           WHEREAS, pursuant to the Settlement Agreement, Plaintiff has agreed to dismiss its  
15 claims in this action against Defendants with prejudice;

16           WHEREAS, pursuant to the Settlement Agreement, Plaintiff and Defendants agree that  
17 they each will bear their own costs and attorneys’ fees incurred during and in connection with this  
18 action;

19           THEREFORE, Plaintiff, by and through its undersigned counsel of record, hereby  
20 requests that the Court order that:

- 21           1.     Plaintiff’s claims in this action against Defendants be dismissed with prejudice.
- 22           2.     Plaintiff and Defendants each bear their own attorneys’ fees and costs in  
23 connection with this action.
- 24           3.     This Court retain jurisdiction, pursuant to *Kokkonen v. Guardian Life Insurance*  
25 *Company of America*, 511 U.S. 375 (1994), over the Settlement Agreement entered into by  
26 Plaintiff and Defendants. The parties may petition the court to re-open the case for the limited  
27 purpose of enforcing the Settlement Agreement.

1 **ORDER**

2 GOOD CAUSE APPEARING THEREFORE, the court hereby ORDERS as follows:

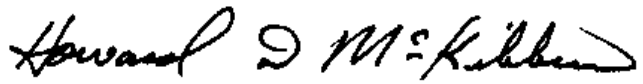
3 1. Plaintiff's claims in this action against Defendants are hereby dismissed with  
4 prejudice.

5 2. Plaintiff and Defendants each shall bear their own attorneys' fees and costs in  
6 connection with this action.

7 3. Pursuant to *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S.  
8 375 (1994), this court will retain jurisdiction over the Settlement Agreement entered into by  
9 Plaintiff and Defendants. The parties may petition the court to re-open the case for the limited  
10 purpose of enforcing the Settlement Agreement.

11  
12 IT IS SO ORDERED.

13 DATED: October 16, 2014



14 

---

HON. HOWARD D. MCKIBBEN  
United States District Court