

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

COTTMAN TRANSMISSIONS SYSTEMS, LLC	:	
	:	
	:	CIVIL ACTION
	:	
v.	:	NO. 12-cv-05223
	:	
MICHAEL GANO, ET AL.	:	

ORDER

AND NOW, this 6th day of March, 2013, after a careful review of the testimony and evidence Cottman Transmissions Systems, LLC (“Cottman”) presented at the January 28, 2013 hearing (to which there was no defense) for a permanent injunction and to assess damages, and the exhibits submitted in support thereof, I find that defendants Michael Gano and 412 Automotive, L.P. (“412 Automotive”) (collectively, the “Defendants”) are in violation of the Lanham Act, pursuant to 15 U.S.C. § 1125, and are in breach of contract and in violation of unfair competition, both under Pennsylvania law. Therefore, it is hereby **ORDERED** that Default Judgment is entered in Cottman’s favor and against the defendants Gano and 412 Automotive in the amount of \$14, 637.43, jointly and severally, plus interest calculated at the legal rate from April 30, 2012, to the date of this Order.

Having found that Cottman is entitled to reasonable attorney fees pursuant to 15 U.S.C. § 1117, Cottman shall submit to the court a statement of counsel fees expended in the prosecution of this case within ten days of the date of this Order.

Defendants are hereby **ENJOINED** as follows:

- A. from using in any manner any signs, stationery, letterheads, invoices, forms, printed matter or advertising, the proprietary marks “Cottman,” “Cottman Transmissions,” or similar names or marks;
- B. from advertising or otherwise holding themselves out, directly or indirectly, as an

authorized franchisee of Cottman or as being in any way sponsored by or connected or associated with Cottman;

- C. from doing anything to cause potential purchasers of automotive repair services to believe that any services or repairs performed by Defendants or any business with which they are associated originate with Cottman or are endorsed or sponsored by Cottman;
- D. to deliver to Cottman all materials, including signs, software, stationery, letterhead, forms, printed matter and advertising, which contain the proprietary marks “Cottman,” “Cottman Transmission,” or similar names or marks; and
- E. from engaging in, directly or indirectly, the automotive repair business within ten miles of 4518 State Route 136, Greensburg, PA, and three miles of any other Cottman Transmission Center in the Greater Pittsburgh Area¹ in existence as of the date of this Order, for a period of two years from the date of this Order.

s/ William H. Yohn Jr.
William H. Yohn Jr., Judge

¹The Greater Pittsburgh Area consists of Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, and Westmoreland counties.