



2. The parties have agreed to resolve their differences and have entered into a confidential Settlement Agreement between plaintiff Mothers Against Drunk Driving (“Plaintiff”) and the Defendants. The parties have further agreed to end this lawsuit pursuant to the terms set forth in that Settlement Agreement, and the Defendants consent to entry of this Consent Judgment and Permanent Injunction.
3. Each Defendant and other persons who are in active concert or participation with them are immediately and permanently enjoined from engaging in or undertaking, or directing or acting in concert with any person or entity engaging in or undertaking the following conduct anywhere in the world, provided that they have received actual notice of this Consent Judgment and Permanent Injunction by personal service or otherwise:
  - A. Filing, registering, or maintaining any trademark application or trademark registration or domain name containing the term “MODD” or “MOTHERS OF DRUNK DRIVERS” whether alone or in combination with any word(s), mark(s), term(s), and/or design(s);
  - B. Using or causing to be used, for any commercial or promotional purpose (herein “Commercial Purposes”) as a trademark, trade name, or source indicator for any goods or services, “MODD” or “MOTHERS OF DRUNK DRIVERS,” alone or in combination with other words or symbols, in any way that is likely to cause confusion as to the source of any goods or services, or to cause members of the public to associate any of the Defendants or the Defendants’ goods and services, with Plaintiff, Plaintiff’s trademarks, Plaintiff’s mission, Plaintiff’s goods and services relating to Plaintiff’s trademarks and MADD brand; and

- C. Using MODD or MOTHERS OF DRUNK DRIVERS, alone or in combination with other words or symbols as a trademark, tradename, brand name, domain name, social media handle, or company name.
4. For the avoidance of doubt, none of the provisions of this Consent Judgment and Permanent Injunction shall prevent or enjoin any Defendant from using the designations “Parents of Impaired Drivers” or “POID” as the name of a charitable organization as long as Defendants in using such designations do not attempt to mislead the public into believing that there is any association between them and MADD or any sponsorship of them by MADD.
  5. If asked, the Defendants and Plaintiff shall affirmatively disclaim any association or affiliation with the other party and their goods and services.
  6. No Defendant shall aid any person in any way if such Defendant knows or should reasonably know that such aid would violate the terms of this Consent Judgment and Permanent Injunction.
  7. Any action to enforce or to modify the Consent Judgment and Permanent Injunction will be subject to the terms of the Settlement Agreement.
  8. This Consent Judgment and Permanent Injunction and the rights and obligations of the parties hereunder, shall inure to the benefit of and bind each party and her, his, or its respective successors, assigns, heirs, and distributes. It shall also bind those other persons bound by Rule 65(d)(2) of the Federal Rules of Civil Procedure.
  9. This Court shall retain jurisdiction of this matter to the extent necessary to construe, enforce or implement this Consent Judgment and Permanent Injunction and the Settlement Agreement upon the application of any party.

10. This Consent Final Judgment and Permanent Injunction constitutes a final adjudication of the claims between the parties. The Clerk is instructed to close this file.

**AND IT IS SO ORDERED.**

A handwritten signature in black ink, appearing to read 'D. Norton', written over a horizontal line.

David C. Norton  
United States District Judge

January 31, 2017  
Charleston, South Carolina