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6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF ARIZONA

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9 American Automobile Association,) No. CIV 07-1638-PHX-SMM
10 Plaintiff,) **ORDER**
11 v.)
12 AAA TOWING 24/7, LLC,)
13 Defendant.)
14

15 Pending before the Court is the Consent Judgment (Doc. 7) filed by the parties in the
16 case. Pursuant to said Consent Judgment, the Court Orders the following:

17 Plaintiff, the American Automobile Association ("AAA") and Defendant AAA
18 Towing 24/7, LLC have mutually agreed to the entry of a Consent Judgment in this action
19 to resolve all issues and dispose of all claims in the above-captioned civil action. Plaintiff
20 and Defendant, having entered into a Stipulated Motion for Entry of Consent Judgment, filed
21 concurrently herewith, hereby stipulate that:

22 WHEREAS, the AAA has brought an action in this Court against AAA Towing 24/7,
23 LLC alleging violations of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114
24 and 1125, and Arizona state law;

25 WHEREAS, the Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§
26 1331, 1338, 1367;

27 WHEREAS, Defendant was properly served with both a summons and the Complaint
28 on August 28, 2007;

1 WHEREAS, AAA and Defendant have entered into a Settlement Agreement to
2 resolve all controversies and disputes between them existing as of this date;

3 WHEREAS, AAA agrees to dismiss without prejudice its claims for damages against
4 Defendant;

5 NOW THEREFORE, Defendant consents and agrees that this Court enter a judgment
6 permanently enjoining Defendant from any further unauthorized use of AAA's trademarks,
7 or of marks confusingly similar to any of them.

8 The Court does hereby, upon the consent of the parties, declare that a permanent
9 injunction shall issue herein as follows:

10 **IT IS ORDERED, ADJUDGED, AND DECREED:**

11 1. That AAA Towing 24/7 LLC (and all individuals, agents, attorneys,
12 representatives, business entities, and other persons in active concert with any of the named
13 parties who receive notice hereof) are hereby permanently enjoined from any unauthorized
14 use of AAA's trademarks, or of any marks confusingly similar to any of them;

15 2. That each and every claim for damages, penalties, costs and attorneys' fees by
16 AAA against AAA Towing 24/7 LLC other than the permanent injunction granted herein,
17 is hereby dismissed without prejudice, except as expressly provided otherwise by the
18 Settlement Agreement and except for such damages, penalties, costs, and/or attorneys' fees
19 which might result from any violations by Defendant of this Consent Judgment;

20 3. Defendant is required to file with the Court and serve on Plaintiff by January
21 7, 2008, a report setting forth in detail the manner in which it has complied with the parties'
22 Settlement Agreement and this Consent Judgment.

23 4. That this case shall be closed, except that this Court shall retain jurisdiction for
24 the purpose of enforcing the Settlement Agreement and Consent Judgment.

25 DATED this 17th day of December, 2007.

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27 
28 Stephen M. McNamee
United States District Judge