

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EXPERIENCE HENDRIX, LLC., a Washington
Limited Liability Company; and AUTHENTIC
HENDRIX, LLC., a Washington Limited Liability
Company,

Plaintiffs,

vs.

ELECTRIC HENDRIX, LLC., a Washington
Limited Liability Company; ELECTRIC
HENDRIX APPAREL, LLC., a Washington
Limited Liability Company; ELECTRIC
HENDRIX LICENSING LLC., a Washington
Limited Liability Company; ELECTRIC
HENDRIX SPIRITS, L.L.C, a Nevada Limited
Liability Company; and CRAIG
DIEFFENBACH, an individual,

Defendants.

NO. C07-0338 TSZ

SUPPLEMENTAL JUDGMENT AND
PERMANENT INJUNCTION

This Court having found in favor of the Plaintiffs and against Defendants as to liability as outlined in the Court's Order of August 7, 2008, docket no. 104; and the Court having entered the Judgment and Permanent Injunction on October 16, 2008, docket no. 117; and the Defendants having filed a Notice of Appeal; and the parties having entered into a Settlement

1 Agreement dated December 29, 2008; and the Defendants' appeal having been voluntarily
2 dismissed with prejudice and mandate having been issued on February 9, 2009, docket
3 no. 126; and the parties having stipulated to entry of this Supplemental Judgment and
4 Permanent Injunction, see docket no. 125, now, therefore,

5 IT IS ORDERED, ADJUDGED AND DECREED as follows:

- 6
- 7 1. Judgment is awarded in favor of Plaintiffs, Experience Hendrix, LLC and Authentic
8 Hendrix, LLC, and against Defendants, ELECTRIC HENDRIX, LLC., ELECTRIC
9 HENDRIX APPAREL, LLC., ELECTRIC HENDRIX LICENSING LLC., ELECTRIC
10 HENDRIX SPIRITS, L.L.C, and CRAIG DIEFFENBACH, jointly and severally, in the
11 amount of three million two hundred thousand dollars (\$3,200,000).
 - 12 2. Defendants, and each of them, and each of their officers, agents, servants and employees,
13 and other persons in active concert or participating with them who receive actual notice
14 of this Permanent Injunction by personal service or otherwise, are forever permanently
15 enjoined from using, advertising, registering, applying to register, or challenging the
16 Plaintiffs' trademarks, service marks, and logos set forth in Exhibit A, attached hereto
17 and incorporated by reference (the "Plaintiffs' Marks").
 - 18 3. Defendants (and each of their officers, directors, shareholders, members, managers,
19 employees, contractors, agents, assigns, licensees, and affiliates, and all others in active
20 concert with them who receive actual notice of this Permanent Injunction by personal
21 service or otherwise) are forever permanently enjoined from engaging or participating in,
22 owning, directing, establishing, operating, licensing, creating, using, advertising,
23 distributing or manufacturing, any activity, trademark, service mark, logo, domain name,
24 service or product that incorporates or references the Plaintiffs' Marks or any portion or
25
26

1 similar facsimile thereof confusingly similar to Plaintiffs' Marks. Without limiting the
2 foregoing, Defendants are permanently enjoined from:

- 3
- 4 a. Manufacturing, importing, advertising, offering for sale,
5 distributing, supplying or selling products which bear the
6 word "Hendrix" (whether alone or in combination with
7 other words or elements) or an image of Jimi Hendrix, or
8 any of the Plaintiffs' Marks or any portion or similar
9 facsimile thereof confusingly similar to Plaintiffs'
10 Marks;
- 11 b. passing off any business or products that they or any of
12 them sell or offer for sale, distribute or offer to be
13 distributed, supply or offer to be supplied, as being a
14 business or products of or related to or licensed by or
15 having an authorization of or a connection with Jimi
16 Hendrix, Plaintiffs, or the "Hendrix Family";
- 17 c. making applications for registration of trademarks or
18 service marks, trade or other names that is the same as, or
19 confusingly, misleadingly or deceptively similar to any
20 mark owned or used by Plaintiffs, or that relates or refers
21 to Jimi Hendrix or his music;
- 22 d. counseling, aiding, abetting or procuring any person or
23 entity to commit a breach of any of the preceding terms
24 of subsections (a) - (c).

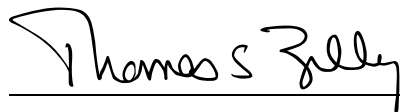
25 4. Within ten (10) days of entry of this Supplemental Judgment and Permanent Injunction,
26 Defendants are ordered to transmit a copy of this Supplemental Judgment and Permanent
Injunction to each of their distributors, sellers, retailers, agents, customers, licensees,
assigns and each person who, directly or indirectly, has acquired any goods or services

1 bearing the Plaintiffs' Marks, or licensed or acquired the Plaintiffs' Marks or any Jimi
2 Hendrix-related rights from Defendants, over the 2 years preceding the entry of this
3 Permanent Injunction and to demand that each such distributor, seller, retailer, agent,
4 customer, licensee, assign and person immediately withdraw such uses and products from
5 the market and cease all related advertising and marketing.
6

7 5. Upon entry of this Permanent Injunction, Defendants, and each of them, and each of their
8 officers, agents, servants and employees, and all those persons in active concert or
9 participation with them who receive actual notice of this Permanent Injunction by
10 personal service or otherwise, shall take no action to assist in, apply for, maintain or seek
11 the registration of any mark similar or identical to Plaintiffs' Marks or incorporating any
12 portion of or a similar facsimile confusingly similar to Plaintiffs' Marks.

13 6. The Court shall retain jurisdiction to enforce the terms of the parties' December 29, 2008
14 Settlement Agreement.

15 DATED this 12th day of February, 2009.

16
17 

18 Thomas S. Zilly
19 United States District Judge

20 Presented by:

21 s/ John D. Wilson, Jr.

22 John D. Wilson, Jr., WSBA no 4828
23 Shilpa Bhatia WSBA no. 28012
24 Alfred E. Donohue WSBA no. 32774
25 WILSON SMITH COCHRAN DICKERSON
26 1215 – 4th Ave., Suite 1700
Seattle, WA 98161
Telephone (206) 623-4100
Fax (206) 623-9273
wilson@wscd.com

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

s/ Karen Wetherell Davis
Karen Wetherell Davis, WSBA no. 21195
ELLIOT, OSTRANDER & PRESTON, PC
707 SW Washington Street, Suite 1500
Portland, OR 97205
Telephone (503) 224-7112
Fax (503) 224-7819
Email: Karen@eoplaw.com

Attorneys for Plaintiffs

Approved as to form; Notice of Presentation Waived:

s/ Thomas T. Osinski
Thomas T. Osinski, WSBA no. 34154
Osinski Law Offices, P.L.L.C.
535 Dock St., Suite 108
Tacoma, WA 98042
(253) 383-4433
tto@osinskilaw.com

Attorney for Defendants