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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

MARC JACO,

Plaintiff,

v.

PATRICIA S. BENNETT, dba PREFERRED
PROCESS SERVERS aka PERFECT
PROCESS;

Defendants.

CIVIL NO. 11-6091-TC

CONSENT JUDGMENT

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CONSENT JUDGMENT

As attested to by the signatures below, this matter comes before the Court on the parties' joint stipulation for entry of a Consent Judgment. On March 17, 2011, Plaintiff, Marc Jaco, brought this action for Trademark Infringement, 15 USC 1114; Trademark Dilution, 15 USC 1125(c); False Marking, 15 USC 1125(a); Cyberpiracy, 15 U.S.C. 1125(d)(1); Unlawful Trade Practice; and Common Law Injury to Business Reputation. The defendants have not appeared. The Parties have reached a settlement which requires entry of a Consent Judgment to fully effect the terms of the settlement and have asked the Court to enter this Consent Judgment consistent with their agreement.

Being fully advised, the Court makes the following findings and,

IT IS HEREBY ORDERED that FINAL JUDGMENT is entered as follows:


1. This court has jurisdiction over the parties and venue is proper.
2. The parties expressly consent to have a United States Magistrate Judge conduct any and all proceedings in this case, including entry of orders on dispositive motions, trial, and entry of final judgment.
3. Plaintiff Marc Jaco is the sole lawful owner of the registered and distinctive mark PERFECT PROCESS, registered with the United States Patent and Trademark Office, Registration No. 2428108.
4. Defendants willfully infringed the protected rights of plaintiff through use of the name "Perfect Process" in a competing business and the use of the internet domain PERFECT-PROCESS.COM in commerce in competition with plaintiff.

5. Defendants, after notice and request to cease, continued to infringe on the rights of Plaintiff.
6. Defendants and plaintiff have agreed to the terms of this Consent Judgment and its entry as a settlement of the claims filed and the resolution of all claims between the parties, known and unknown.
7. Defendants and their affiliates shall immediately terminate all use, in any manner what so ever of the registered mark, PERFECT PROCESS, and any confusingly similar derivatives.
8. Defendants and their affiliates shall terminate, delete or destroy all services and materials that may refer to defendants in any way as "Perfect Process," "Pat's Perfect Process," or that use any confusingly similar derivatives. This shall include, but not be limited to: Signs, Brochures; Advertisements; Pamphlets; Broadcast Materials; Note Cards; Business Cards; Catalogs; Telephone Recordings; Phone Services; Facsimile Services; and any other media or means of communicating with the public. Defendant shall also make good faith efforts to terminate or avoid third party listings such as internet listings, which associate defendants' services with the plaintiff's mark.
9. As plaintiff is forgoing significant damages and penalties from to defendants' willful infringement, and as damages are difficult to calculate, should defendants use the trademark Perfect Process or any confusingly similar derivatives in any manner affiliated with their business, such use shall be deemed to be willful and defendants specifically consent that Plaintiff shall be deemed to have suffered damages of not less than \$5,000.00 for each and

every future use of plaintiff's trademark or any confusingly similar derivative, together with such other sanctions as the court deems proper.

10. Defendants shall maintain and support this agreement and Consent Judgment and shall not disclaim or disparage this agreement.
11. As damages are difficult to calculate, should Defendants disclaim or disparage this agreement and Consent Judgment in the future, Defendants consent that Plaintiff shall be deemed to have suffered damages of not less than \$5,000.00 for each and every such disclaimer or act of disparagement, together with such other sanctions as the court deems proper.
12. Within ten (10) days defendant shall pay plaintiff the sum of \$5,000.00 for costs and fees.
13. Within ten (10) days defendant shall pay plaintiff the sum of \$1,000.00 for damages and infringement of plaintiff's trademark.
14. In any action to enforce this Consent Judgment, Defendants shall be assessed all costs and fees including any costs and fees for enforcing any violation of Sections 7-13, above.
15. This court shall retain exclusive jurisdiction to enforce this Consent Judgment and agreement.

Dated this 12th day of April, 2011.



District Court Judge / Magistrate Judge

So Stipulated and Respectfully Submitted:

On Behalf of Defendants:

John Gear

Digitally signed by John Gear
DN: cn=John Gear, o=John Gear Law
Office LLC,
email=John@JohnGearLaw.com, c=US
Date: 2011.04.07 16:32:54 -0800

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On Behalf of Plaintiff



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