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-	HONORABLE RICHARD A. JONES				
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,	UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE				
5	CERTAINTEED CORPORATION,				
, ,	Plaintiff,	CA	ASE NO. C09-56	3R A I	
,	v.		DGMENT AND		
,	SEATTLE ROOF BROKERS, et al.,		JUNCTION		
	Defendants.				
Ļ	In accordance with the court's orders of June 28, 2010, July 23, 2010, February				
5	14, 2011, and March 11, 2011, the court enters judgment for Plaintiff CertainTeed				
,	Corporation ("CertainTeed") and against Defendant James Garcia. To the extent that				
2	Seattle Roof Brokers, Seattle Roofbrokers, Tacoma Roof Brokers, or any other entity named as a Defendant in CertainTeed's complaint actually exists as a legal entity,				
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	judgment is entered against them as well.				
, 	The court's judgment includes the following permanent injunction.				
,	PERMANENT INJUNCTION				
	Defendant James Garcia is permanently enjoined from making the following false				
,	statements in any advertising promoting his roofing business (including Seattle				
RoofBrokers, all other "RoofBrokers" businesses, and any other roofing business				ing business Mr.	
-	Garcia promotes or advertises:				

1) that CertainTeed products "have a history of premature failure;"

 that CertainTeed products will fail or will not pass a resale inspection after 15-20 years, or any other statements in which Mr. Garcia represents that the majority of CertainTeed roofs will fail or will not pass an inspection after a particular term of years; and

 that the photograph Mr. Garcia has included in the Fox and Schell letters depicts CertainTeed products.

To the extent that he is promoting a roofing business, Mr. Garcia is enjoined from sending letters or other direct communications to customers or potential customers containing these misstatements or other misstatements.

Where the court refers in this permanent injunction to advertising or promoting of a roofing business, the court applies the standards set forth in its February 14, 2011 order. "Commercial advertising or promotion" within the scope of the Lanham Act is defined as the Ninth Circuit defined it in *Coastal Abstract Serv., Inc. v. First Am. Title Ins. Co.*, 173 F.3d 725, 735 (9th Cir. 1999). The Washington Consumer Protection Act provides no broader protection against false advertising than does the Lanham Act.

The court emphasizes that it will conduct contempt proceedings if Mr. Garcia fails to comply with this permanent injunction. It also emphasizes that to the extent Mr. Garcia "complies" with this order by modifying the words of his advertisements without modifying their unlawful message, he will nonetheless be subject to contempt sanctions.

DATED this 11th day of March, 2011.

Richard A Jones

The Honorable Richard A. Jones United States District Judge

ORDER – 2