

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).

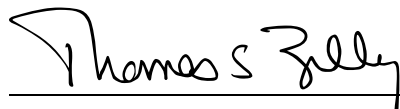
- 25 4. Within ten (10) days of entry of this Supplemental Judgment and Permanent Injunction,  
26 Defendants are ordered to transmit a copy of this Supplemental Judgment and Permanent  
Injunction to each of their distributors, sellers, retailers, agents, customers, licensees,  
assigns and each person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

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

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

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

DATED this 12th day of February, 2009.



Thomas S. Zilly  
United States District Judge

Presented by:

s/ John D. Wilson, Jr.

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11  
12 Approved as to form; Notice of Presentation Waived:

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