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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

Advanced Diagnostics, Ltd., a United Kingdom corporation; Advanced Diagnostics, U.S.A., Inc., a California corporation; and National Auto Lock Service, Inc., a California corporation,

Plaintiffs,

vs.

Super Auto Diagnostic Tool Co., Ltd., a Chinese company; Caoshi Lock Co., a Chinese company; Car Maintenance Apparatus Limited Company, a Chinese company; Tenxun Co., Ltd, a Chinese company; Vag Com High Tech, Ltd., a Chinese company, Neff's Safe Lock and Security, Inc. a Pennsylvania corporation; American Auto Lock.com, an entity of unknown form; and William Neff, an individual; DOES 1-10

Defendants.

And now this 20 day of Nov, 2006, upon consideration of Plaintiffs'

Motion for Temporary Restraining Order, the opposition of Defendants William Neff, American Auto Lock.com, and Neff's Safe Lock and Security, Inc.

("Pennsylvania Defendants"), all Declarations and Exhibits filed in support and opposition to the Motion, the Court's hearing held on September 20, 2006 the

Court's findings set forth in the Temporary Restraining Order dated September 20,

CIVIL ACTION NO. 06-4072

CONSENT ORDER GRANTING  
PERMANENT INJUNCTION

FILED

NOV 20 2006

MICHAEL E. KUNZ, Clerk  
By MAM Dep. Clerk

2006, and the agreement of Plaintiffs and the Neff Defendants, IT IS HEREBY ORDERED THAT:

1. Pennsylvania Defendants, their agents, servants, employees, attorneys, and those in active concert or participation with them are permanently enjoined from directly or indirectly:

(a) Infringing the following copyrights of Plaintiffs (hereafter "Copyrighted Products") in any manner:

TITLE	REGISTRATION NO.	REG. DATE
<i>T-CODE USA User's Manual</i>	TX-5-914-017	April 25, 2004
<i>T-CODE Lexus &amp; Toyota User's Manual</i>	TX-5-916-911	April 25, 2004
<i>T-CODE Chrysler-Dodge-Jeep CAN, Pacifica &amp; Remotes User's Manual</i>	TX-5-916-912	April 25, 2004
<i>T-CODE User's Manual</i>	TX-6-153-541	March 14, 2005
<i>T-CODE Software</i>	TX 6-400-720	August 4, 2006
<i>T-CODE PCB</i>	VA 1-365-637	August 4, 2006

(b) Causing, contributing to, or participating in the importation, purchase, duplication, transfer, use, sale, lease or distribution of any "Infringing Product", which shall be defined as any product, inclusive of all parts, accessories and manuals thereof that uses, modifies, adapts, edits, performs or displays Plaintiffs' Copyrighted Products without authorization, including but not limited to the AUTOMAM.

- (c) Shipping, delivering, possessing, using, advertising, promoting, holding for sale, removing, transferring, destroying, erasing, or concealing any Infringing Products, including but not limited to the AUTOMAM;
- (d) Removing, transferring, destroying or concealing any means used to copy, reproduce or duplicate the Copyrighted Products, including but not limited to the AUTOMAM;
- (e) Selling, advertising, including any advertisements that have been paid for but not yet published or distributed, marketing, distributing, or promoting the sale or transfer copies of Infringing Products, including but not limited to the AUTOMAM;
- (f) Receiving, shipping, delivering, holding for sale, removing, transferring or destroying the product known as the AUTOMAM and any other Infringing Product;
- (g) Destroying any documents or other evidence relating to the manufacture, operation, acquisition, purchase, sale, lease or distribution of any AUTOMAM products and any other copies of Plaintiffs' Copyrighted Products (and products that contain unauthorized copies thereof);
- (h) Infringing the trademark "elme Tools" of Plaintiff ("Plaintiff's Trademark") and Plaintiff's Trade Dress as defined in the

Complaint at ¶ 53 in any manner, and from causing, contributing to, or participating in the importation, duplication, distribution or sale of any products that contain or comprise Plaintiffs' Trademark or Plaintiff's Trade Dress and from offering for lease or sale, leasing, selling, or otherwise distributing any products that contain or comprise Plaintiff's Trademark or Plaintiff's Trade Dress; Receiving, shipping, delivering, holding for sale, removing, transferring, destroying, erasing, sequestering or concealing any copies of or products that contain or comprise Plaintiff's Trademark or Plaintiff's Trade Dress;

- (i) Removing, transferring, destroying, or concealing any means used to copy, reproduce or duplicate any products that contain or comprise Plaintiff's Trademark or Plaintiff's Trade Dress.
- (j) Selling, distributing, advertising (including without limitation advertisements that have been paid for but not yet published or distributed), or otherwise promoting any product that contains or comprises Plaintiff's Trademark or Plaintiff's Trade Dress; and

(k) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a)-(k).

2. Pennsylvania Defendants shall deliver to Plaintiffs' counsel for Plaintiffs' permanent possession, custody and control:

(a) All of the Automam products; and

(b) All documents that record any information about any and all suppliers, manufacturers including any individual entity from whom Pennsylvania Defendants purchased or otherwise obtained the AUTOMAM.

3. Pennsylvania Defendants shall destroy and shall never use any and all promotional materials, catalogs, program lists, price lists, correspondence, e-mails, memoranda, communications or documents referring or relating to the AUTOMAM in its possession, custody and control.

4. Pennsylvania Defendants are not authorized distributors of Plaintiffs' products and nothing in this Order provides them any right or entitlement to sell, distribute, advertise or otherwise promote Plaintiffs' T-Code or MVP Devices; provided, however, that nothing contained in this Order shall preclude Pennsylvania Defendants from using, selling or offering for sale or use any TCode or MVP Device distributed by Plaintiffs (including their agents and/or distributors) and purchased by Pennsylvania Defendants for resale or use.

5. The clerk shall deliver to Plaintiffs the \$5,000 bond previously posted by Plaintiffs.

BY THE COURT:

DATED: 11/20/06

Mary A. McLaughlin  
Mary A. McLaughlin, J.C.

Faxed 11-20-06  
J. Wolfson  
J. Summers

Mailed 11-20-06  
J. Levenberg  
J. Stapleton  
G. Rutchik