

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

HYUNDAI CONSTRUCTION EQUIPMENT U.S.A., INC., an Illinois Corporation,)
Plaintiff,) Case No. 06 C 3238
v.) Hon. Harry D. Leinenweber
CHRIS JOHNSON EQUIPMENT, INC., a Michigan Corporation,)
Defendant.))

FINAL JUDGMENT ORDER

For the reasons set forth in this Court's Memorandum Opinions and Orders entered on September 10, 2008 and October 21, 2008, this Court's Minute Orders of December 8, 2008 [Docket No. 119 and 120] and January 8, 2009, and in the Motion for Entry of Final Judgment by Plaintiff, Hyundai Construction Equipment U.S.A., Inc. ("Hyundai U.S.A."), this Court enters judgment:

- in favor of Hyundai U.S.A. and against Defendant, Chris Johnson Equipment, Inc. ("CJ"), on Count I (unfair competition, Section 43(a) Lanham Act (15 U.S.C. § 1125(a)) and Count V (the Illinois Uniform Deceptive Trade Practices Act (815 ILCS 510/1, et seq.)) of Hyundai U.S.A.'s Amended Complaint and awards Hyundai U.S.A. the following relief:
 - a. monetary damages, under 15 U.S.C. § 1117(a)-(b) and 815 ILCS 505/10(a), in the amount of \$980,141.63 (CJ's gross net profits on the sale of the 29 materially different Hyundai gray market machines that CJ imported into the United States from Korea);
 - b. permanent injunctive relief under 15 U.S.C. § 1116(a), § 1118, and 815 ILCS 510/3: (i) permanently restraining and enjoining CJ and all of its agents, servants, employees, successors and assigns, and all persons or entities in active concert or participation with CJ (or its agents, servants, employees, successors and assigns), from importing, selling, marketing and/or advertising, and/or purchasing from other than an authorized Hyundai U.S.A. dealer, "new," "brand new," "unused," "zero hours," or "slightly used" Hyundai heavy construction equipment, which are defined, as "a unit of heavy construction

equipment that has not been operated in the field and/or operated less than 100 hours" and (ii) requiring CJ and all of its agents, servants, employees, successors and assigns to deliver to Hyundai U.S.A. (or allow Hyundai U.S.A. to pick-up), or requiring the destruction of any Hyundai gray market machines in CJ's possession, custody, or control; and

- c. Hyundai U.S.A.'s costs, under 15 U.S.C. § 1117(a), 28 U.S.C. § 1920, Fed. R. Civ. Pro. 54(d), and 815 ILCS 510/3, in the amount of \$6,657.30, which includes filing and service fees, court reporter fees for depositions, and copying charges; and
- 2. in favor of CJ and against Hyundai U.S.A. on Count II (federal common law trademark infringement), Count III (federal dilution, 15 U.S.C. § 1125(c)), Count IV (Illinois anti-dilution act); and Count VI (unjust enrichment) of Hyundai U.S.A.'s Amended Complaint.

Dated:

Harry D. Leinenweber, Judge United States District Court

PREPARED BY:

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