


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: 1/14/2009



Harry D. Leinenweber, Judge
United States District Court

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