

IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA

FINAL ORDER	
(CASE DISPOSITION)	
INIT <u> <i>Q</i> </u>	DATE <u> 11/4/08 </u>

ATLANTIC MOVING & STORAGE, INC.)
D/B/A)
ATLANTIC RELOCATION SYSTEMS,)

Plaintiff,)

v.)

ATLANTIC RELOCATION)
INCORPORATED, ADVANTAGE)
MOVING AND STORAGE, INC.,)
YAIR KNAFO, and PHILIP BRETT)
WALKER,)

Defendants.)

CIVIL ACTION
FILE NO.
08CV7984-4

JUDGMENT

The Court, having considered Plaintiff's Certificate of Default, Application for Default Judgment and Motion for Temporary Restraining Order and/or Interlocutory Injunction (the "TRO Motion"), and having conducted a properly noticed hearing on November 3, 2008, hereby finds as follows:

1. Plaintiff filed its Complaint and TRO Motion against Defendants on July 21, 2008;
2. Defendants were duly and legally served with process on July 21, 2008 but none of the Defendants has filed an answer or other defensive pleadings as required by law;
3. Plaintiff filed its Certificate of Default and Application for Default Judgment in accordance with Rule 15 of this Court;
4. On November 3, 2008, the Court held a properly noticed hearing (the "Hearing"), at which Defendants' names were called, but none of the Defendants were present;

5. Pursuant to O.C.G.A. § 9-11-55, the Court finds and holds that Defendants are in default, and finds that more than 15 days have elapsed since Defendants went into default;
6. The Court further holds that none of the Defendants has opened such default;
7. Therefore, all of the facts alleged in the Complaint are deemed admitted by Defendants;
8. Plaintiff's attorney, Kirk McAlpin, Jr. has submitted an affidavit which adequately proved the attorneys' fees Plaintiff has incurred in this matter;
9. Therefore, the Court holds that Plaintiff is entitled to an award of reasonable attorneys' fees and costs against Defendants, jointly and severally, as set forth below;
10. The Court holds further that Plaintiff will likely be damaged immediately and continuously if Defendants' actions are not enjoined permanently; therefore, the permanent injunctive relief Plaintiff has prayed for in the Complaint is appropriate, as awarded below;
11. The Court further finds that the Defendants have admitted by default that they acted in concert, as a single entity, and/or as alter egos of one another, and the Court holds that any corporate veil or protection that might otherwise have protected any of the Defendants from the liability of any of the other Defendants is hereby pierced; and
12. The Court notes that Plaintiff has dismissed voluntarily its claims for money damages in this matter, other than the attorneys' fees awarded below.

NOW THEREFORE, the Court hereby **ORDERS** that judgment be entered against Defendants, jointly and severally, as follows:

(a) Defendants, their servants, agents, and employees, and all other persons in active concert or participation with them, and/or any of their successors and assigns, are hereby permanently and immediately enjoined from the following acts:

(i) Using the phrase "Atlantic," or any other colorable imitation or approximation thereof, in the provision, sale, advertisement, or promotion of any goods or services related in any way to any business, including but not limited to the moving, storage and/or similar business;

(ii) Expressly or impliedly representing themselves to customers, potential customers, or the public, as being affiliated with or related to in any way Plaintiff, "ARS," Atlantic Relocation Systems, Atlantic Moving & Storage, Inc., and/or their affiliates, principals, subsidiaries, parents, agents, or employees, and/or any products or services offered, promoted or provided by any of the foregoing;

(iii) Representing by words or conduct that any of the Defendants' businesses or any services they provide or products they sell, or anything advertised or marketed by any Defendant, is authorized, sponsored or endorsed by or otherwise related or connected to Plaintiff, "ARS," Atlantic Relocation Systems, Atlantic Moving & Storage, Inc., and/or its affiliates, trade names, service names, principals, subsidiaries, parents, agents, or employees, and/or any products or services offered, promoted or provided by the foregoing;

(b) Defendants are further ordered to deliver up for destruction all labels, signs, prints, insignia, brochures, advertising, and any other written or recorded material in their possession or control containing the names and/or marks "Atlantic," "Atlantic Relocation," "ARS," or any colorable imitation or approximation of these names and/or marks; and

(c) Defendants, jointly and severally, must pay the reasonable attorneys' fees and costs of litigation Plaintiff has incurred and continues to incur in protecting itself against and remedying the effects of Defendants' infringement and other wrongful acts Defendants have committed against Plaintiff. As of the date of this Order, these reasonable fees and costs total \$20,000, and Defendants, jointly and severally, are hereby ordered to pay Plaintiff this amount.

SO ORDERED, this 4 of November, 2008.



The Honorable Gail C. Flake
Judge, Superior Court of DeKalb County, Georgia

Prepared and Presented by:
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