

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**GRAND SLAM CLUB/OVIS, an** ]  
**Alabama Corporation,** ]

**Plaintiff,** ]

**v.** ]

**Case No.: 2:06-CV-4643-VEH**

**INTERNATIONAL SHEEP** ]  
**HUNTERS ASSOCIATION** ]  
**FOUNDATION, INC., a former** ]  
**California corporation sometimes** ]  
**doing business as ISHA; and** ]  
**FOUNDATION FOR NORTH** ]  
**AMERICAN WILD SHEEP, an** ]  
**Iowa corporation sometimes** ]  
**doing business as FNAWS,** ]

**Defendants.** ]

**FINAL JUDGMENT AND PERMANENT INJUNCTION**

On January 31, 2008, the jury returned a verdict in favor of Plaintiff Grand Slam Club/Ovis ("GSC/O") and against Defendants Foundation for North American Wild Sheep ("FNAWS") and International Sheep Hunters Association Foundation, Inc. ("ISHA"). (Doc. #235). In accordance with this jury verdict and the memorandum opinion entered on this date granting in part and denying in part GSC/O's Motion for Entry of Judgment and granting GSC/O's Motion for Permanent Injunction, it is **HEREBY ORDERED** and **ADJUDGED** that:

1. **JUDGMENT** is hereby **ENTERED** in favor of Grand Slam Club/Ovis and against Defendant Foundation for North American Wild Sheep in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) in compensatory damages and Two Hundred Thousand Dollars (\$200,000) in punitive damages, plus interest hereafter at the prevailing legal rate per annum until paid in full.

2. **JUDGMENT** is also hereby **ENTERED** in favor of Grand Slam Club/Ovis and against Defendant International Sheep Hunters Association Foundation, Inc. in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) in compensatory damages and Two Hundred Thousand Dollars (\$200,000) in punitive damages, plus interest hereafter at the prevailing legal rate per annum until paid in full.

3. Costs are **HEREBY TAXED** against Defendants ISHA and FNAWS.

4. Further, after a thorough consideration of the evidence presented at trial and during other phases of this case, including in conjunction with the court's preliminary injunction and amended preliminary injunction, and in light of the jury's findings as recorded in their verdict, Defendants ISHA and FNAWS are **HEREBY PERMANENTLY ENJOINED** in accordance with Rule 65(d) of the Federal Rules of Civil Procedure as follows.

**IT IS HEREBY ORDERED** and **ADJUDGED** as follows:

This court has subject matter jurisdiction under 28 U.S.C. § 1331.

1. This court has personal jurisdiction over Defendants by virtue of their acts within this judicial district including (1) traveling to Alabama for the purpose of addressing the parties' intellectual property rights; (2) negotiating with GSC/O, an Alabama corporation with its principal place of business located in Alabama, for the purpose of refining the scope of the parties' intellectual property rights; (3) entering into an agreement with an Alabama corporation for the purpose of solidifying the parties' understanding as to use and protection of their intellectual property rights; and (4) sending membership materials and advertisements to residents of Alabama that were allegedly in contravention of the agreement reached between the parties as to the use and protection of intellectual property rights.

2. GSC/O owns the following federal trademark and service mark registrations:

- a. U.S. Trademark Reg. No. 3,136,758 for the mark GRAND SLAM for publications, namely, magazines, newsletters, books, commemorative journals and brochures in the field of wild sheep hunting;
- b. U.S. Service Mark Reg. No. 3,220,552 for the mark GRAND

SLAM for arranging and conducting conferences; providing recognition and incentives by the way of awards to demonstrate excellence in the field of wild sheep hunting; educational services, namely, conducting classes, seminars, conferences, and workshops all in the field of wild sheep hunting;

- c. U.S. Service Mark Reg. No. 3,234,367 for the mark GRAND SLAM OF NORTH AMERICAN WILD SHEEP for arranging and conducting conferences; providing recognition and incentives by the way of awards to demonstrate excellence in the field of wild sheep hunting; educational services, namely, conducting classes, seminars, conferences, and workshops all in the field of wild sheep hunting;
- d. U.S. Service Mark Reg. No. 3,121,746 for the mark OVIS WORLD SLAM for arranging and conducting conferences; providing recognition and incentives by the way of awards to demonstrate excellence in the field of wild sheep hunting; educational services, namely, conducting classes, seminars, conferences, and workshops all in the field of wild sheep hunting; and

- e. U.S. Service Mark Reg. No. 3,206,664 for the mark CAPRA WORLD SLAM for arranging and conducting conferences; providing recognition and incentives by the way of awards to demonstrate excellence in the field of wild sheep hunting; educational services, namely, conducting classes, seminars, conferences, and workshops all in the field of wild sheep hunting.

3. The jury found that all marks subject to the foregoing federal registrations, as well as the marks 3/4 SLAM and 3/4 GRAND SLAM are valid marks owned by GSC/O (hereafter all GSC/O registered marks and marks not registered are referred to as the “GSC/O Marks”).

4. FNAWS has filed oppositions to GSC/O’s pending applications to register 3/4 SLAM and 3/4 GRAND SLAM and petitions for cancellation of each of the GSC/O federal registrations identified above. These proceedings are before the Trademark Trial and Appeal Board as Cancellation No. 92047359, Cancellation No. 92047501, and Opposition No. 91177813. The court finds that the issues raised in the cancellation and opposition petitions have been resolved in favor of GSC/O by the jury verdict and therefore the proceedings before the Trademark Trial and Appeal Board are due to be dismissed with prejudice.

5. The jury further found that one or both Defendants have used the GSC/O

Marks GRAND SLAM, GRAND SLAM OF NORTH AMERICAN WILD SHEEP, OVIS WORLD SLAM, CAPRA WORLD SLAM, 3/4 SLAM, and 3/4 GRAND SLAM. The court previously has found, and finds that the evidence at trial demonstrated, that one or both Defendants have also used confusingly similar variants or derivatives of the GSC/O Marks, including but not limited to: CAPRA SLAM, CAPRINAE SLAM, GRAND SLAM OF SHEEP HUNT DRAWINGS, 3/4 SLAMMER, 3/4 SLAM, 1/2 GRAND SLAM, 1/2 SLAMMER, and 1/2 SLAM.

6. The jury awarded compensatory damages to GSC/O on its trademark infringement and unfair competition claim in the amount of \$500,000 against each defendant, for a total award of \$1,000,000 compensatory damages to GSC/O for this claim. Accordingly, the jury clearly found that Defendants' use of the GSC/O Marks had damaged GSC/O, its reputation in the community, and/or the goodwill in the GSC/O Marks.

7. With respect to GSC/O's claim for copyright infringement, the jury found that GSC/O has valid copyrights in the following works which are subject to the following valid copyright registrations:

- a. the Ovis World Slam document, registration number VA 1-378-666 and VA 1-369-648; and
- b. the Capra World Slam document, registration number TX 6-454-

428 (collectively, the “GSC/O Copyrights”).

8. The jury further found that both Defendants infringed the GSC/O Copyrights. Defendants’ infringing documents are applications entitled SUPER SLAM, CAPRA SLAM, and CAPRINAE SLAM.

9. The jury found that GSC/O was entitled to statutory damages in the amount of \$50,000 from each Defendant on GSC/O’s copyright claim. This amount indicates that the jury found that Defendants’ infringement of the GSC/O Copyrights was willful.

**IT IS THEREFORE FURTHER ORDERED** that:

1. Defendants FNAWS and ISHA and their officers, agents, servants, employees, and attorneys, as well as all persons or entities in active concert or participation with them, (including, but not limited to, any entities which are chartered by either Defendant) who receive actual notice of this order by personal service, electronic mail, or otherwise, and each of them, shall be immediately **PERMANENTLY ENJOINED** and **RESTRAINED** from:

- a. using the marks GRAND SLAM, GRAND SLAM OF NORTH AMERICAN WILD SHEEP, OVIS WORLD SLAM, CAPRA WORLD SLAM, 3/4 SLAM, 3/4 GRAND SLAM (the “GSC/O Marks”), any phrase or combination of words using the word

“SLAM”, and any other term or terms likely to cause confusion therewith, including the terms listed in the above paragraph 6 of this injunction, in connection with the advertisement, promotion, offer or sale of goods or services in the field of wild sheep or goat hunting, or in connection with providing sheep or goat hunting recognition, awards, raffles, contests, registrations, registration forms, conventions, education, auctions, or other related or similar good or services in the field of sheep and goat hunting or conservation;

- b. disseminating, using or distributing any publications, marketing materials, or promotional materials in the field of wild sheep or goat hunting whose appearance so resembles any of the GSC/O Marks so as to create a likelihood of confusion, mistake or deception;
- c. otherwise engaging in any other acts or conduct which would cause consumers to erroneously believe that the goods or services offered by ISHA and/or FNAWS in the field of wild sheep or goat hunting are somehow sponsored by, cosponsored by, authorized by, licensed by, or in any other way associated with GSC/O;

- d. copying, reproducing, creating any derivative works based on, or otherwise infringing in any way, either directly or indirectly, the GSC/O Copyrights, which bear registration number VA 1-378-666 and VA 1-369-648 (the Ovis World Slam document) and registration number TX 6-454-428 (the Capra World Slam document), including the documents listed in the above paragraph 9 of this injunction;
  - e. filing any petition or other action to oppose GSC/O applications to register any of the GSC/O Marks or filing any petition or other actions to cancel any GSC/O registrations of the GSC/O Marks, or prosecuting any such pending actions; and
  - f. assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs a. through e. above.
2. ISHA and FNAWS are further **ORDERED** to take the following actions:
- a. post a copy of this permanent injunction on their respective web sites;
  - b. inform each of their chapters of this permanent injunction and that the court considers actions by such chapters to be actions of the

Defendant(s) for purposes of compliance (in other words, any action by a chapter shall be imputed to the Defendant(s));

- c. dismiss, with prejudice, all oppositions to GSC/O's applications to register 3/4 SLAM and 3/4 GRAND SLAM and the pending cancellation petitions which seek to cancel federal registrations of the GSC/O Marks; and
- d. deliver a copy of this order to their respective directors, officers, agents, servants, employees, and attorneys, as well as all persons in active concert or participation with them (including, but not limited to, any entities which are chartered by either Defendant).

3. ISHA and FNAWS shall file with the court and serve upon GSC/O's counsel within thirty (30) days of the entry of this permanent injunction a report in the form of an affidavit or declaration, attesting to and detailing their compliance with it, including dismissal of the opposition and cancellation actions pending before the Trademark Trial and Appeal Board. The report shall include copies of any new documents that either Defendant proposes to use (if any) to replace the applications that have been found to infringe GSC/O Copyrights (and which also contain titles that infringe the GSC/O Marks).

4. The terms of this permanent injunction shall remain in full force and effect indefinitely, unless and until otherwise ordered or modified by the court.

**DONE** and **ORDERED** this the 15th day of February, 2008.



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**VIRGINIA EMERSON HOPKINS**  
United States District Judge