

TO: <b>Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450</b>	<b>REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of Texas, Dallas Division on the following

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.): **WD/TX, Austin Div 1:15-cv-183 SS**

DOCKET NO. 3:14cv2760-D	DATE FILED 8/1/2014	U.S. DISTRICT COURT Northern District of Texas, Dallas Division
PLAINTIFF Mexico Foods LLC		DEFENDANT Mi Rancho Meat Market, Adam Ahamd, Jr
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT  Judgment entered in case 1:15-cv-183 SS, transferred to the WD/TX, Austin Division. See attached.
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CLERK <b>JEANNETTE J. CLACK</b>	(BY) DEPUTY CLERK <i>Katherine Wallace</i>	DATE 09/12/16
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

**FILED**

**2015 OCT 28 PM 4:37**

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

CLERK US DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY 

MEXICO FOODS, LLC, d/b/a/ EL  
RANCHO CORP.,

Plaintiff,

v.

MI RANCHO MEAT MARKET, and  
AIFA & RAAIA BUSINESS, LLC,

Defendants.

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Civil Action No. A-15-CA-00183-SS

**AGREED ORDER AND STIPULATED FINAL JUDGMENT**

Before the Court is the Parties' Motion seeking entry of this Stipulated Final Judgment in order to dispose of the above-referenced action.

The Court hereby GRANTS the Parties' Motion, finding good cause to enter the Parties' stipulated findings as follows:

1. This Court has jurisdiction over all the parties and all of the claims including the claims set forth in Mexico Foods' First Amended Complaint in the Lawsuit (the "Complaint").
2. Mexico Foods is the owner of federal and state service mark registration rights, as well as common law rights, in several service marks relating to the El Rancho Supermercado grocery store. Mexico Foods asserts that it has rights in and to the trade names and related marks "EL RANCHO", "EL RANCHO SUPER MARKET", "EL RANCHO SUPERMERCADO" and "SUPERMERCADO EL

RANCHO" and related design marks, including



and



, related registrations and applications, including State of Texas Trademark Reg. No. 800950358, United States Reg. Nos. 3637554 and United States Ser. Nos. 86/588166, 86/481308 and 86/481304, among others, as further described in the Complaint (collectively, the "Rancho Marks").

3. The Rancho Marks have been used by Mexico Foods, either directly or through its predecessors-in-interest by assignment and its affiliates, on or in connection with Hispanic-themed retail grocery-related goods and services, and the sale and advertisement thereof, directly or through Mexico Foods' affiliates, who are wholly-owned or commonly-controlled entities, within the State of Texas since as early as August of 1998.
4. The EL RANCHO SUPERMERCADO mark is protected under State of Texas Trademark Reg. No. 800950358, issued March 31, 2008, for use in conjunction with retail grocery services, including meat market and related services, and check cashing (the "Texas EL RANCHO Mark").
5. The Texas EL RANCHO Mark has been used continuously in all of Mexico Foods' stores in Texas, in all of its print and internet advertising, and has been used on letterhead, publications, and advertisements continuously since at least August 1998.
6. Mexico Foods owns an EL RANCHO SUPERMERCADO design mark that was issued by the United States Patent and Trademark Office ("USPTO") on June 16, 2009, under U.S. Trademark Reg. No. 3637554, issued for use in conjunction with retail grocery store services, in Class 035 (the "Federal EL RANCHO Design Mark"):



7. The Federal EL RANCHO Design Mark has been used continuously in Mexico Foods' stores in Texas, in print and internet advertising, publications, and advertisements, since at least June 2009.
8. Mexico Foods' rights to use of the El Rancho Marks are senior to that of the Defendants.
9. The services provided in connection with the El Rancho Marks include, without limitation, retail grocery store services, money order services, check cashing services, telegram services, and pre-paid phone card services. The retail grocery stores goods and services offered in connection with the El Rancho Marks are Hispanic/Mexican-themed, and the stores typically have certain specific areas such as a carniceria (meat market), fruteria (fruit market), and panaderia (bakery).
10. Defendants' "Mi Rancho" grocery stores provide grocery store -related goods and services using a theme that appeals to a Hispanic audience.
11. Defendants deny, and continue to deny, any unlawful conduct relating to Plaintiff's trademarks (registered or unregistered) but have agreed not to contest

Mexico Foods' claim that it has senior rights in the Rancho Marks in order to avoid further litigation expense and burden.

12. The Parties have resolved all claims and controversies between them and entered into a written settlement agreement under which Defendants have agreed to take certain actions to cease use of any trade name and marks containing the term "RANCHO" in conjunction with its business and the grocery store -related goods and services identified in the First Amended Complaint filed in the Lawsuit, and on or in any website and social media account pages and all advertisements, product packaging and marketing materials used in connection therewith, and Plaintiffs have agreed to pay Defendants to assign to Plaintiffs all rights in and to the Mi Rancho marks.

**ORDER ON FINAL JUDGMENT**

The Court, having found good cause to enter the Parties' stipulated findings,

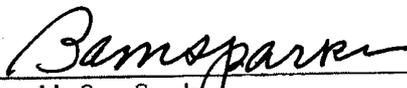
**DOES HEREBY ORDER and DECREE** that:

1. Defendants shall cease any reference to any trade names and marks containing the term "RANCHO" in conjunction with their business, as follows:
  - a. Defendants will make changes to cease any reference to any trade names and marks containing the term RANCHO in conjunction with their business and all grocery-store related goods and services identified in the First Amended Complaint filed in the Lawsuit, website and social media account pages and all advertisements, product packaging and marketing materials used in connection therewith, which shall be completed no later than March 23, 2016.
  - b. After March 23, 2016, Defendants will not use or register any trade names and marks containing the term RANCHO by itself or any combined name or mark in conjunction with any of the grocery store-related goods and services identified in the First Amended Complaint filed in the Lawsuit and in any advertising.
  - c. Defendants will change their corporate name and/or any assumed names to no longer use the term RANCHO in the name or any related marks, no later than March 23, 2016.
  - d. Defendants will not use or register any domain names containing the term RANCHO and, no later than December 28, 2015, they will transfer to Mexico Foods the domain name [www.miranchomeatmarket.org](http://www.miranchomeatmarket.org).
  - e. Defendants shall refrain from associating itself with Mexico Foods and its goods and services bearing the RANCHO Marks.

- f. Defendants will not challenge or oppose the Rancho Marks and any use and registration of the RANCHO Marks for use by Mexico Foods and/or its affiliates and related entities in conjunction with grocery store-related goods and services in the United States and other countries.
  - g. Defendants will not take any of the actions prohibited by section 1(a)-(f) directly or indirectly through a third party. The Parties will not, directly or indirectly through a third party, seek to interfere with the other parties' business relationships with the other parties' foods suppliers or distributors.
2. Defendants will destroy all copies of advertising and other documents containing any of the trade names and marks containing the term RANCHO other than an archival set of business records and correspondence required by law or necessary in the normal course of its non-commercial, administrative business practices to be maintained as part of the Defendants' business or tax records, and certify compliance in writing to Mexico Foods no later than March 16, 2016.
  3. Having granted the Plaintiff's Agreed Motion and entered the Agreed Order hereinabove, and in light of the settlement of the parties, the Court hereby ORDERS that Plaintiff Mexico Foods, LLC shall recover nothing on its claims for damages against Defendants Mi Rancho Meat Market and AIFA & RAAIA Business, LLC in this Lawsuit. The Court retains jurisdiction over this matter and over the parties to this action for the sole purpose of enforcing the terms of the parties' settlement agreement and to award damages if any breach should occur. Each party shall be responsible for their own fees and expenses incurred in this matter, and no party shall recover from another party for their own attorneys' fees, expenses and costs of court. All other relief not specifically addressed in the Agreed Order and Agreement Final Judgment is expressly DENIED.

This judgment is FINAL and disposes of all claims and all parties in this Lawsuit WITH PREJUDICE.

SIGNED the 28<sup>th</sup> day of October 2015

  
\_\_\_\_\_  
Honorable Sam Spark  
United States District Judge

*AGREED AS TO SUBSTANCE AND FORM BY:*

**WINSTEAD PC**

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