



IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
COUNTY OF KING

8	NEIGHBORS MOVING & STORAGE OF	)	Case No.: 14-2-00932-1
9	SEATTLE, LLC, a foreign Limited Liability	)	
9	Company,	)	[PROPOSED] DEFAULT ORDER AND
10		)	JUDGMENT
10	Plaintiff,	)	
11	vs.	)	
11		)	
11	NOAM KALZAN, a natural person,	)	
12		)	
12	Defendant.	)	

This matter has come before the court upon the Plaintiff's Motion for Order of Default, and the Court has considered the motion. Under CR 55, Defendant Kalzan is in default for failing to answer or appear. Plaintiff's Motion for Order of Default hereby GRANTED in all respects. Liability is determined against the defendant, and the court will entertain evidence supporting damages and attorney fees at a later date.

The Court finds that Defendant Kalzan's use of the trade name "Neighborhood Movers" infringes on the earlier registered "Neighbors Moving & Storage" name. Further, the Court finds that Neighbors Moving & Storage first appropriated the name and used it in connection with the moving and storage business in Western Washington. Mr. Kalzan's use of the "Neighborhood Movers" name is confusing to the public and deceives and misleads the public into believing that they are dealing with Neighbors Moving & Storage when in fact they are not. The court further finds that the use by Mr. Kalzan of the name "Neighborhood Movers" is (1) an unfair or deceptive act or practice (2) in the conduct of trade or commerce, (3) such use has

1 injured the claimant's business or property, (4) a causal link between the unfair act and injury  
2 suffered, and (5) sufficient showing of public interest. *Hangman Ridge Training Stables, Inc. v.*  
3 *Safeco Title Ins. Co.*, 105 Wn.2d 778, 785-92, 719 P.2d 531 (1986). The use of the name  
4 Neighborhood Movers by Mr. Kalzan has the tendency to confuse consumers because of the  
5 overlap in the name and the fact that the businesses are direct competitors. The reality of the  
6 risk of harm to Neighbors Moving & Storage is demonstrated by the fact that The Better  
7 Business Bureau has confused the two companies. Any complaint lodged against  
8 Neighborhood Movers could be blamed on Neighbors Moving & Storage. The risk of public  
9 confusion meets the public interest requirement. *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d  
10 735, 742 (1987). Both Washington common law and the Washington Consumer Protection Act  
11 provide grounds for the issuance of an injunction.

12 It is, therefore, further ORDERED, ADJUDGED AND DECREED that Mr. Kalzan shall  
13 cease and desist from continued use of the trade name "Neighborhood Movers" or any similar  
14 trade name.

15 DATED this \_\_\_\_ day of AUG 29 2014, 2014.

16 **CARLOS VELATEGUI**

Superior Court Judge/Commissioner

17 Presented By:

18 **ROCKE | LAW | Group, PLLC**

19 *Aaron V. Roche*  
20 Aaron V. Roche, WSBA #31525  
21 William I. Aloe, WSBA #40906  
22 Attorneys for Plaintiff  
23  
24