

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

GLOBAL OCCUPATIONAL SAFETY AND
HEALTH ACADEMY, LLC,

Defendant.

No. 21 C 2123

Judge Martha M. Pacold

CONSENT JUDGMENT AND PERMANENT INJUNCTION

WHEREAS, Plaintiff, the United States of America (“United States”) on behalf of its Department of Labor (“DOL”), Occupational Safety and Health Administration (“OSHA”) brought this action to enforce U.S. Trademark Reg. No. 3,305,165 and U.S. Trademark Reg. No. 5,356,959 (collectively, the “OSHA Marks”).

WHEREAS, Defendant, Global Occupational Safety and Health Academy, LLC (“Global OSHA”) adopted and began using “Global OSHA” as a trademark in commerce subsequent to the adoption of the OSHA Marks by the United States.

WHEREAS Global OSHA filed U.S. Trademark Application Serial Number No. 88,087,696 (“the ‘696 Application”) on August 22, 2018, for the service mark “Global OSHA.”

WHEREAS, the United States filed its Complaint in this Court on April 20, 2021, first amended on February 15, 2022, for trademark infringement of registered marks, common law trademark infringement and dilution (15 U.S.C. §§ 1114, 1125).

WHEREAS the United States and Global OSHA (collectively, “the Parties”) have reached agreement for resolution of this action based on the terms proposed in this Consent Judgment and Permanent Injunction.

WHEREAS the Parties stipulate and consent to this Consent Judgment and Permanent Injunction, to its prompt entry by the Court, and to each and every provision, order, and decree herein.

NOW THEREFORE, upon consent of the Parties, IT IS ORDERED, ADJUDGED, AND DECREED:

1. Judgment. The Clerk is directed to enter FINAL JUDGMENT in favor of the United States.

2. Abandonment. Global OSHA shall file with the USPTO a written request for abandonment of the ‘696 Application under 37 C.F.R. § 2.68 within five (5) business days of the Court’s entrance of this Consent Judgment and Permanent Injunction.

3. Injunction. Pursuant to 15 U.S.C. § 1116(a), Global OSHA, together with all its officers, agents, servants, employees, representatives, attorneys, assigns, and successors and all persons, firms, or companies in active concert or participation with it are permanently enjoined and restrained from directly or indirectly:

(a) Using the OSHA Marks, the word “OSHA,” or “Occupational Safety and Health Academy,” including in combination with any other word or symbol, as a trademark to identify the source of any of Defendant’s goods or services.

(b) Using a design aesthetic that is visually similar to the OSHA Marks in branding, a logo, tradename and/or trade dress, any website URLs, as a social media identifier, in any and all business registrations with a state or municipality or similar;

(c) Applying or re-applying for any trademark registration for any marks, names, or other identifiers that include “OSHA,” “Occupational Safety and Health Academy” or are confusingly similar to the OSHA Marks; and

(d) Effecting assignments or transfers, forming new entities or associations, or using any other entities or devices for the purpose of circumventing or otherwise avoiding the prohibitions set forth in the subparagraphs above.

4. Timing. Defendant will cease use of “OSHA” and “Occupational Safety and Health Academy” in accordance with this Consent Judgment and Permanent Injunction within two months of the Court’s entrance of this Consent Judgment and Permanent Injunction.

5. Costs. Each party will bear its own costs and attorneys’ fees.

SO ORDERED.

Dated: May 23, 2023

/s/ Martha M. Pacold
Martha M. Pacold