Federal Court Cour fédérale

Date: 20251217

Docket: T-73-25

Citation: 2025 FC 1987

2025 FC 1987 (CanLII)

Toronto, Ontario, December 17, 2025

PRESENT: The Honourable Madam Justice Furlanetto

BETWEEN:

EXXON MOBIL CORPORATION

Plaintiff

and

MOBIL PLUS LUBRICANT INC.
TAQMEER HUMMAD

Defendants

ORDER AND REASONS

I. Overview

[1] This is a motion by the Plaintiff, Exxon Mobil Corporation [Exxon], for default judgment against the Defendants, Mobil Plus Lubricant Inc [Mobil Plus] and its sole director Taqmeer Hummad [Hummad], pursuant to Rule 210 of the *Federal Courts Rules*, SOR/98-106 [*Rules*].

[2] Exxon is the owner of a family of MOBIL trademarks registered for use in association with motor oil and related products as set out in Schedule A [MOBIL Registered Marks].

[3] In the underlying action, Exxon raises allegations under sections 19, 20 and 22, and subsections 7(b) and (c) of the *Trademarks Act*, RSC, 1985, c T-13 [TMA] in respect of the Defendants unauthorized use of the MOBIL PLUS and MOBIL PLUS & Design mark (depicted below) [collectively, MOBIL PLUS Marks] in association with the manufacture, distribution advertisement, and sale of the competing products and services set out in Schedule B.

MOBIL PLUS & Design

[4] For the reasons set out below, it is my view that default judgment should be granted on the terms set out herein.

II. **Background**

[5] During the summer of 2024, Exxon became aware of trademark applications filed in Canada by Hummad under his personal name for the MOBIL PLUS Marks for use in association with “automobile lubricants; automotive lubricants”. It further learned through investigation that the Defendants were actively commercializing motor oil products and were advertising and offering services in association with the MOBIL PLUS Marks through its location at 2 Racine Road, Toronto, Ontario, M9W 2Z1, and on its website at www.mobilplus.ca.

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[6] The product labelling indicated that the products were certified by the American Petroleum Institute and by General Motors (through the “Dexos 1 Gen 3” certification). However, Mobil Plus did not appear on the list of entities certified by the American Petroleum Institute or on the list of entities benefiting from Dexos certification.

[7] The activities and products incorporating the MOBIL PLUS Marks included eight locations around the world, with the Defendants also actively seeking franchisees.

[8] On August 22, 2024, the Plaintiff sent the Defendants a cease-and-desist letter requesting that they permanently cease commercializing product bearing the MOBIL PLUS Marks. On September 18 and 20, 2024, the Defendants indicated that they would not cease their activities.

[9] On January 10, 2025, the Plaintiff served the Defendants with the Statement of Claim for the present action and at the same time, a motion for an interlocutory injunction pursuant to Rule 373 of the *Rules*.

[10] On February 4, 2025, Justice Manson granted the Plaintiff’s motion for an interlocutory injunction on the Defendants consent. However, the matter of costs was deferred to allow the parties to try to settle the quantum of costs and the entire action.

[11] On March 11, 2025, an investigator hired by the Plaintiff visited the Defendants’ premises and noticed that signage at the premises still prominently displayed the MOBIL PLUS & Design mark.

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[12] On March 12, 2025, the Plaintiff wrote to the Defendants asserting that they were in contempt of the interlocutory injunction and demanding that they immediately cure their contempt of the interlocutory injunction.

[13] On March 17, 2025, the Defendants informed the Plaintiff that steps were being taken, and that the situation would be rectified soon, but provided no specific date nor confirmation that the signage featuring the MOBIL PLUS & Design mark was removed.

[14] On May 29, 2025, at the request of the Plaintiff, an investigator visited the Defendants' premises and noticed that the signage featuring the MOBIL PLUS & Design mark had been removed.

[15] From late January to early April, the Plaintiff tried to engage in settlement discussions with the Defendants, but the Defendants stopped responding. On April 7, 2025, the Plaintiff advised the Defendants that if they did not file a Statement of Defence by April 28, 2025, they would move for default judgment.

[16] On this motion, the Plaintiff filed significant evidence including: (a) affidavits from three investigators (Rick Arnold, Catherine Bursey and Gavin Horner) who attended at the Defendants' premises and investigated information from the Defendants' mobilplus.ca website; (b) an affidavit from Laura Bustard, the Global Brand Manager for ExxonMobil Product Solutions Company, a division of Exxon, who sets out information regarding the history of Exxon and its commercialization of MOBIL-branded engine oil, Exxon's rights to the MOBIL

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Registered Marks, Exxon's extensive use of the MOBIL Registered Marks, and details regarding the Defendants' infringing activities; (c) two affidavits from Jason Vallée Buchanan, a paralegal with counsel for the Plaintiff, who provides copies of corporate records relating to Mobil Plus, the trademark applications for the MOBIL PLUS Marks, the registrations for the MOBIL Registered Marks, screen captures from the mobileplus.ca website, information from the social media platforms used by Mobil Plus, the results from searches for engine oil certifications relating to the Defendants' products from the American Petroleum Institute, street view pictures of MOBIL and ESSO gas stations, copies of correspondence between the parties, and information relating to the Plaintiff's costs submissions.

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III. **Analysis**

[17] Rule 210 of the *Rules* provides that a plaintiff may bring an *ex parte* motion for judgment against a defendant who is in default of filing a statement of defence. To obtain judgment, a plaintiff must first establish that the defendant was served with a statement of claim and has not filed a statement of defence within the deadline specified in Rule 204 of the *Rules*; and second, the evidence must enable the Court to find on a balance of probabilities that the plaintiff has established its claim: *Bell Canada v L3D Distributing Inc (INL3D)*, 2021 FC 832 at paras 41-43; *Trimble Solutions Corporation v Quantum Dynamics Inc*, 2021 FC 63 [*Trimble*] at para 35; *Teavana Corp v Teayama Inc*, 2014 FC 372 at para 4.

A. *The Defendants are in Default*

[18] Rule 204(a) of the *Rules* requires a defendant to defend an action by serving and filing a statement of defence within thirty (30) days after service of the statement of claim, if the

defendant is served in Canada. In this case, the evidence establishes that the Defendants were personally served with the Statement of Claim on January 10, 2025. However, no Statement of Defence has been filed.

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[19] I am satisfied on the evidence that the Defendants are accordingly in default.

B. *The Defendants are Entitled to Judgment*

[20] A plaintiff must establish its claim on a balance of probabilities, based on sufficiently clear, convincing and cogent evidence: *Trimble* at paras 35-37. This requirement exists because the allegations in a statement of claim are deemed denied unless they are admitted: Rule 184, *Rules*; *Dermaspark Products Inc v Aveena Cosmetic Clinic Inc*, 2025 FC 979 at para 3; *Ragdoll Productions (UK) Ltd v Doe*, 2002 FCT 918 (CanLII) [*Ragdoll*] at para 23.

[21] In its motion, the Plaintiff requests judgment in respect of the following causes of action: (1) two declarations of infringement: (a) first, that the Defendants have infringed the Plaintiff's rights in and to Canadian Trademark Registrations Nos. UCA7308, TMA1037789, TMA973296 and TMA907741, contrary to section 19 of the TMA; and (b) second, that the Defendants have infringed the Plaintiff's rights in and to the full list of MOBIL Registered Marks, contrary to section 20 of the TMA; (2) a declaration that the Defendants have depreciated the value of the goodwill associated with the MOBIL Registered Marks contrary to section 22 of the TMA; and (3) declarations that the Defendants have passed off their products and services as and for the products and services of the Plaintiff, contrary to subsections 7(b) and 7(c) of the TMA.

[22] The Plaintiff also seeks a permanent injunction and damages; that Hummad be found personally liable; and costs on a lump sum basis.

(1) Declarations as to Infringement

[23] Section 19 of the TMA gives the owner of a registered trademark the exclusive right to use its trademark throughout Canada in respect of its registered goods and services. Any unauthorized use of the trademark as registered is trademark infringement.

[24] Pursuant to paragraph 20(1)(a) of the TMA, a registered trademark is also deemed to be infringed if a person sells, distributes or advertises, goods or services in association with a confusing trademark or trade name. Paragraph 20(1)(b) similarly precludes manufacture, import and export of goods in association with a confusing trademark. Section 20 of the TMA is thus broader in scope than section 19 and captures the unauthorized use of marks that are not identical (which is dealt with in section 19) but are confusingly similar to a registered mark: *Sandhu Singh Hamdard Trust v Navsun Holdings Ltd*, 2019 FCA 295 [*Sandhu Singh*] at para 20.

[25] In this case, the Defendants' MOBIL PLUS & Design mark does not identically incorporate the Plaintiff's MOBIL word marks. First, the "I" has a "+" sign associated with it. Second, the mark is underlined with a red bar that embeds the word "PLUS" and a red maple leaf. I agree with the Plaintiff's submissions that the marks are confusingly similar and that the considerations under subsection 6(5) of the TMA support a likelihood of confusion such that a declaration under section 20 of the TMA should issue. The likelihood of confusion is also supported by actual instances of confusion evidenced by the Plaintiff and is consistent with

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objections raised by the Examiner to the registrability of the MOBIL PLUS Marks, based on confusion with the Plaintiff's MOBIL Registered Marks. However, I do not agree that a declaration under section 19 can be granted.

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(2) Depreciation of Goodwill

[26] Pursuant to subsection 22(1) of the TMA, "no person shall use a trademark registered by another person in a manner that is likely to have the effect of depreciating the value of the goodwill" in the mark. As explained in *Veuve Clicquot Ponsardin v Boutiques Cliquot Ltée*, 2006 SCC 23 [*Veuve Clicquot*], goodwill is the "positive association that attracts customers towards its owner's wares or services rather than those of its competitors" (at para 50).

[27] To establish a depreciation of goodwill, a plaintiff does not need to show confusion. Rather, they need only show that the defendant's mark is "sufficiently similar" to the plaintiff's registered trademark as to evoke in the relevant universe of consumers a mental association of the two marks likely to depreciate the value of the goodwill associated with the plaintiff's registered mark: *Veuve Clicquot* at para 38.

[28] In *Veuve Clicquot* at paragraph 46 , the Supreme Court of Canada set out four elements that must be established to make out a claim under section 22 of the TMA:

> […] Firstly, that a claimant's registered trade-mark was used by the defendant in connection with wares or services — whether or not such wares and services are competitive with those of the claimant. Secondly, that the claimant's registered trade-mark is sufficiently well known to have significant goodwill attached to it. Section 22 does not require the mark to be well known or famous (in contrast to the analogous European and U.S. laws), but a defendant cannot depreciate the value of the goodwill that does not

> exist. Thirdly, the claimant's mark was used in a manner *likely* to have an effect on that goodwill (i.e., linkage) and fourthly that the *likely* effect would be to depreciate the value of its goodwill (i.e., damage).
>
> [Italics in original]

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[29] I am satisfied based on the evidence filed that the Plaintiff has established the four elements set out in *Veuve Clicquot*:

a) a confusingly similar trademark to that registered by the Plaintiff was used by the Defendants in association with the same registered goods;

b) the Plaintiffs MOBIL Registered Marks have been extensively used and promoted and are sufficiently well known such that they have goodwill associated with them;

c) through the Defendants' use of the MOBIL PLUS & Design mark on product over which the Plaintiff had no control, the Plaintiff lost control over their registered marks, affecting the goodwill associated with the registered marks; and

d) the likely effect of the Defendants using the MOBIL PLUS & Design mark in association with motor oil that was falsely certified as to quality and compatibility, and is not offered by the Plaintiff, was to depreciate the value of the goodwill associated with the MOBIL Registered Marks.

(3) Sections 7(b) and 7(c) of the TMA

[30] Subsection 7(b) of the TMA provides that "no person shall direct public attention to his goods, services or business in such a way as to cause or be likely to cause confusion in Canada, at the time he commenced so to direct attention to them, between his goods, services or business and the goods, services or business of another." This provision is the statutory codification of the common law tort of passing off.

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[31] There are three necessary components to establish passing off: (1) the existence of goodwill; (2) deception of the public due to a misrepresentation; and (3) actual or potential damage to the plaintiff: *Ciba-Geigy Canada Ltd v Apotex Inc*, 1992 CanLII 33 (SCC) at 132, [1992] 3 SCR 120; *Kirkbi AG v Ritvik Holdings Inc*, 2005 SCC 65 at para 66.

[32] In addition, for an action under subsection 7(b), the plaintiff must also meet an initial threshold requirement of establishing possession of a valid and enforceable trademark, either registered or unregistered, at the time the defendant first began directing public attention to its own goods and services: *Sandhu Singh* at para 39.

[33] In this case, the evidence establishes passing off under subsection 7(b) of the TMA in that the Defendants have intentionally "piggybacked" off the reputation and goodwill of the Plaintiff's MOBIL Registered Marks to the detriment of the Plaintiff.

[34] The Plaintiff has provided significant evidence demonstrating the reputation and goodwill associated with the MOBIL Registered Marks. The evidence demonstrates that the Defendants

misrepresented to the Canadian marketplace that they were authorized by the Plaintiff through their use of the MOBIL PLUS & Design mark in association with motor oil. This misrepresentation created a likelihood of confusion in the marketplace as to the source of the product offered. The products offered were in direct competition and were being sold side-by-side on the Defendants' premises at competing price points, taking profit away from the Plaintiff for the Defendants' own gain.

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[35] Unlike subsection 7(b) of the TMA, subsection 7(c) of the TMA is focussed on substitution, as opposed to confusion: *Diageo Canada Inc v Heaven Hill Distilleries, Inc*, 2017 FC 571 [*Diageo*] at para 96. Pursuant to subsection 7(c) of the TMA, "no person shall pass off other goods or services as and for those ordered or requested." Specifically, there must be a substitution of one trader's goods "as and for those ordered or requested": *Positive Attitude Safety System Inc v Albian Sands Energy Inc*, 2005 FCA 332 at para 34.

[36] The criteria required to satisfy an action under subsection 7(c) was outlined in *Distrimedic Inc v Dispill Inc*, 2006 FC 1229 at paragraph 68 and reiterated in *Diageo* at paragraph 97 as follows:

> [68] [...] Passing off by substitution will be established where, in answer to an order for what plainly appears to be the plaintiff's goods, the defendant, without any explanation of the circumstances, supplies corresponding goods of his own or someone else' manufacture without any enquiry whether the plaintiff's goods or merely equivalent goods are required. In order, however, to found a case of passing off by substitution it must be clear that the words in which the order was given referred to goods of the plaintiff and nobody else. It must be clear that proper notice was given to the retailer as to the articles desired and that something was substituted for that which was ordered. It is not an improper substitution of goods or services if the purchaser is told

> that the goods or services he asked for are not available and agrees to take others in their place. (*Fox on Canadian Law of Trade-marks and Unfair Competition*, above, at page 4-16)

[37] In this case, the evidence indicates that the Defendants were selling their motor oil with the MOBIL PLUS & Design mark side-by-side with the Plaintiff's product. When the investigator went to the premises to buy motor oil, he was given the Defendants' product on one occasion, and the Plaintiff's product on another occasion. On the basis of this evidence, and the fact that the Defendants were carrying both products, it is reasonable to conclude that passing off by substitution occurred.

(4) Injunction and Damages

[38] The Plaintiff was granted an interlocutory injunction on consent. The interlocutory injunction provides that the Defendants cannot pass off their goods and services for those of the Plaintiff and cannot use the MOBIL Registered Marks, or any other confusing trademarks, including the MOBIL PLUS Marks in association with any of the goods and services covered by these registrations. That order is currently still in effect. I agree with the Plaintiff that a permanent injunction should follow under similar terms to the interlocutory injunction pursuant to subsection 53.2(1) of the TMA.

[39] The Plaintiff also seeks an award of $200,000 in nominal damages. It justifies its request using three approaches.

[40] In the first two approaches, the Plaintiff analogizes the activities of the Defendants to those of a counterfeiter and relies on the damage framework summarized in *Louis Vuitton*

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Malletier SA v Torf, 2024 FC 1152 [*Torf*] at paragraph 88 with reference to *Ragdoll* at para 35, citing to *Oakley, Inc v Doe*, 2000 CanLII 15963 (FC). This framework provides that a standard amount of damage may be awarded depending on the nature of the defendant, with damages relating to a street vendor or flea market originally set at $3,000, for a fixed retail store originally set at $6,000, and for a manufacturer and distributor originally set at $24,000. The Plaintiff argues that the distributor range should be used given that the Defendants have at least one service shop where infringing goods were sold and advertised, seven international offices, and a franchisee program.

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[41] In the first approach, the Plaintiff estimates damages per instances of infringement: *Torf* at para 91. In this approach, the Plaintiff adjusts the $24,000 amount for a manufacturer or distributor for inflation by using the Bank of Canada inflation rate, to arrive at a base number of $40,000. As there were at least five instances of infringement (two noted by the investigator hired by the Plaintiff and three online through Facebook Marketplace), the Plaintiff asserts that $200,000 is justified.

[42] In the second approach, the Plaintiff estimates damages on a per inventory turnover basis: *Torf* at para 91. Here, the Plaintiff uses the same base damage number of $40,000 and arrives at $200,000 based on an estimate that a business turns over its inventory at least five times per year.

[43] In the third approach, the Plaintiff provides evidence from the Defendants' website where the Defendants advertise having sold 40,000 products in Canada as of December 2024. As the Defendants were selling their product for between $30-$48 per container, the Plaintiff

conservatively estimates a $5 profit per infringing product. Multiplying this profit number with the number of products sold as of December 2024, they again estimate at least $200,000 in damages.

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[44] In this case, the counterfeit model is not a direct parallel as the Defendants products are admittedly not true counterfeit products in that they are not luxury products that are sold at a lower price than the Plaintiff's products, nor are they sold with full recognition by the buyer that they are counterfeit. However, as the number reached using the first two approaches is consistent with the third approach, which is product based, this is supportive overall, in my view, of a $200,000 damage award. As such, I consider the requested damage amount to be appropriate in the circumstances.

(5) Personal Liability

[45] The Plaintiffs allege that Hummad should be personally liable along with Mobil Plus.

[46] As set out in *Mentmore Manufacturing Co, Ltd v National Merchandising Manufacturing Co Inc*, 1978 CanLII 2037 (FCA) [*Mentmore*] at 204-205, to establish personal liability:

> …there must be circumstances from which it is reasonable to conclude that the purpose of the director or officer was not the direction of the manufacturing and selling activity of the company in the ordinary course of his relationship to it but the deliberate, wilful and knowing pursuit of a course of conduct that was likely to constitute infringement or reflected an indifference to the risk of it.

[47] Personal liability will attach when the actions of a director or officer are such that the director's own behavior is tortious or exhibits a separate identity or interest from that of the

corporation such as to make the acts or conduct complained of those of the individual. The degree and kind of participation of the individual defendant must be considered. It is a question of fact to be determined on the circumstances of the case: *Mentmore* at 203.

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[48] Here, Hummad is the sole director of Mobil Plus and the named owner of the trademark applications for the MOBIL PLUS Marks. As the trademark applications were filed before the incorporation of the corporate Defendant, I agree with the Plaintiff, it is reasonable to assume that commercial activities, including the sale of engine oil in association with the MOBIL PLUS Marks, were started by Hummad in his personal name. In addition, as Hummad is the owner of the MOBIL PLUS and MOBIL PLUS & Design trademark applications, all uses of these trademarks by Mobil Plus must be permitted under a license granted by Hummad. In my view, these activities are sufficient to establish personal liability and to award damages and costs, payable jointly and severally.

C. *Costs*

[49] The Plaintiff requests a lump sum award of costs based on a percentage of the legal fees that they assert were incurred. They seek recovery of costs for the present motion as well as the interlocutory injunction motion.

[50] While I agree with the Plaintiff that in intellectual property cases, the Federal Courts often favour granting lump sum awards rather than quantifying costs according to the Tariff provided under the *Rules*, it is the range and quantum of costs requested that creates some concern here.

[51] The Plaintiff requests recovery of 50% of its legal fees, which it asserts amounts to $109,638.27 (50% of $211,235.59 and $4,020.47 in disbursements). The Plaintiff appends a series of invoices to the second Buchanan affidavit in support of this number.

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[52] It argues that the request is justified in the circumstances considering the factors set out under Rule 400(3) of the *Rules*, although it does not identify which factors it applies. The Plaintiff cites to *Seedlings Life Science Ventures, LLC v Pfizer Canada ULC*, 2020 FC 505 [*Seedlings*] at paragraph 22, where Justice Grammond stated the following:

> [22] In my view, the proper method for setting a percentage of fee recovery is to start at the lower end of the range suggested by the Federal Court of Appeal in *Dow*, namely, 25%, and assess whether factors listed in rule 400(3) warrant a higher figure. In this regard, the cases cited by Seedlings, in which a lesser percentage was awarded, are less current than the cases cited by Pfizer. This Court recently rejected the argument that lump sum awards in the 25% to 50% range are only available in "exceptional circumstances" (*Loblaws* at paragraph 14). Rather, based on the Federal Court of Appeal's judgments in *Dow* and *Sport Maska*, it held that "the practice of awarding lump sum costs as a percentage of actual costs reasonably incurred is well established, particularly when dealing with sophisticated commercial parties, and such costs awards tend to range between 25% and 50% of actual legal fees, although there may be cases where a higher or lower percentage is warranted" (*Loblaws* at paragraph 15, emphasis mine).

[53] I agree that a lump sum award should be given. However, considering that the Plaintiff offered to settle the costs of the interlocutory injunction motion for $50,000, and admittedly noted that the materials filed on this motion were largely the same as those filed on the interlocutory injunction, it is my view that a total award of $75,000 is more appropriate in the circumstances. This represents a lesser $25,000 award for the default motion and $50,000 for the interlocutory injunction motion.

[54] While I am awarding less than the Plaintiff requested, I nonetheless note that this represents 35.5% of the fees claimed and should be viewed as reflective of the result of the proceeding, the time and resources spent by the Plaintiff, and the Defendants' blatant and flagrant infringing activities.

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ORDER IN T-73-25

THIS COURT ORDERS that:

1. The Defendants, Mobil Plus Lubricant Inc. and Taqmeer Hummad, have:

    a. infringed the Plaintiff's rights in and to the MOBIL Registered Marks, listed in Schedule A to this Order, contrary to section 20 of the *Trademarks Act*;

    b. depreciated the value of the goodwill attaching to the MOBIL Registered Marks, contrary to section 22 of the *Trademarks Act*;

    c. directed public attention to their goods, services and business in such a way as to cause, or be likely to cause, confusion in Canada between their goods, services and business and those of the Plaintiff, contrary to paragraph 7(b) of the *Trademarks Act*; and

    d. passed off their goods and services as and for those of the Plaintiff, contrary to paragraph 7(c) of the *Trademarks Act*.

2. The Defendants, Mobil Plus Lubricant Inc. and Taqmeer Hummad, by themselves or their directors, shareholders, employees, representatives, agents, successors and assigns, and any person under their authority or

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control, are permanently enjoined and restrained from directly or indirectly:

a. using in Canada the MOBIL Registered Marks and any other trademarks, trade names, corporate names, domain names, or other trade indicia that incorporates the MOBIL Registered Marks, including the word trademark MOBIL PLUS and the design trademark MOBIL PLUS & Design reproduced below, in association with any of the goods and services covered by the registrations for the MOBIL Registered Marks;

MOBIL PLUS & Design

b. selling, distributing or advertising any goods or services covered by the registrations for the MOBIL Registered Marks in association with a trademark or trade name that is confusing with the MOBIL Registered Marks, including the trademarks MOBIL PLUS and MOBIL PLUS & Design and the trade name Mobil Plus;

c. manufacturing, causing to be manufactured, possessing, importing, exporting or attempting to export, any goods covered by the

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registrations for the MOBIL Registered Marks, for the purpose of their sale or distribution, in association with a trademark or trade name that is confusing with the MOBIL Registered Marks, including the trademarks MOBIL PLUS and MOBIL PLUS & Design and the trade name Mobil Plus;

d. using any one of the MOBIL Registered Marks or any other trademark, in association with any of the goods and services covered by the registrations for the MOBIL Registered Marks, in a manner that is likely to have the effect of depreciating the value of the goodwill attaching to the MOBIL Registered Marks, including the trademarks MOBIL PLUS and MOBIL PLUS & Design;

e. directing public attention to their goods, services and business in such a way as to cause, or be likely to cause, confusion in Canada between their goods, services and business and those of the Plaintiff, including by displaying and using the MOBIL Registered Marks, or any other confusing trademarks, including the trademarks MOBIL PLUS and MOBIL PLUS & Design, in association with any of the goods and services covered by the registrations for the MOBIL Registered Marks;

f. passing off their goods and services as and for those of the Plaintiff; and

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g. selling, distributing, advertising, manufacturing, causing to be manufactured, possessing, importing, exporting or attempting to export, the Mobil Plus Products and Services, listed in Schedule B, in association with the MOBIL Registered Marks, or any other confusing trademarks, including the trademarks MOBIL PLUS and MOBIL PLUS & Design.

3. The Defendants shall pay to the Plaintiff $200,000 in nominal damages, payable jointly and severally.

4. The Defendants shall pay to the Plaintiff a total lump sum cost award of $75,000 that is inclusive of the motion for default judgment and the motion for an interlocutory injunction, which shall be payable jointly and severally.

5. The Defendants shall be subject to 5% post-judgment interest from the date of this Order until payment is received.

"Angela Furlanetto"
Judge

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SCHEDULE A

MOBIL Registered Marks

Trademark	Reg. No.	Registration date	Relevant Goods/Services
MOBILOIL	TMDA23059	November 27, 1917	Lubricating oils
MOBIL	UCA7308	November 26, 1936	Lubricating oils and greases
MOBIL	TMA955306	November 15, 2016	Antifreeze; Hydraulic fluid
MOBIL	TMA1037789	July 8, 2019	Motor fuels, namely gasoline and diesel fuels; compressed natural gas; motor oils; lubricating oils; greases; lubricants; synthetic engine lubricants […]
MOBIL	TMA973296	June 12, 2017	Providing consumer product information by means of an online selector tool for the purpose of selecting lubricants to meet the consumer's specifications […]
MOBIL	TMA907741	July 3, 2015	Vehicle service stations; vehicle lubrication.
MOBIL 1	TMA228832	July 7, 1978	Synthesized engine lubricant.
MOBIL SUPER	TMA795386	April 12, 2011	Motor oils
MOBIL SPECIAL	TMA923440	December 14, 2015	Motor oils; lubricating oils and greases for automotive applications; engine lubricants.
Mobil	TMA337229	February 19, 1988	engine oil, greases, lubricating oil, motor oil
Mobil	TMA1023678	June 5, 2019	Motor fuels, namely gasoline and diesel fuels; compressed natural gas; motor oils; lubricating oils; greases; lubricants; synthetic engine lubricants […]
Mobil Super	TMA1114536	November 23, 2021	Motor oils

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SCHEDULE B

MOBIL PLUS Products and Services

1. MOBIL PLUS Products

Category	Product
Full synthetic Passenger Car Motor Oil	MobilPlus Elite SAE 0W-16 MobilPlus Elite SAE 0W-20 MobilPlus Elite SAE 5W-20 MobilPlus Elite SAE 5W-30 MobilPlus Elite SAE 10W-40
Synthetic blend Passenger Car Motor Oil	MobilPlus Elite SAE 5W-20 MobilPlus Elite SAE 5W-30 MobilPlus Elite SAE 10W-40 MobilPlus Elite SAE 20W-50
Full synthetic Heavy Duty Motor Oil	MobilPlus Elite SAE 5W-40 MobilPlus Elite SAE 15W-40
Synthetic blend Heavy Duty Motor Oil	MobilPlus Elite SAE 15W-40 MobilPlus Elite SAE 20W-50 MobilPlus Elite SAE 20W-50 Plus
Duo Elite Synthetic Two Cycle Engine Oil	Duo Elite Two Cycle Engine Oil Full Synthetic Duo Elite Two Cycle Engine Oil Synthetic Blend
Hydraulic oils	MobilPlus Hydraulic Oil SAE607 MobilPlus Hydraulic Oil SAE608 MobilPlus Hydraulic Oil SAE609
Transmission oil	MobilPlus Multi Vehicle ATF Full Synthetic SME 401 MobilPlus Multi Vehicle ATF Full Synthetic SME 402 MobilPlus Multi Vehicle ATF Full Synthetic SME 403
Anti freeze	MobilPlus Anti Freeze/Coolant
Marine Engine oil	MobilPlus Marine Diesel Engine Oil 15w-40 MobilPlus Special 2-Stroke Outboard Engine Oil MobilPlus Special Mpii Transformer Oil

2. MOBIL PLUS Services

Provision of consumer product information on lubricants.
Operation of vehicle service stations, including lubrication services.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-73-25
STYLE OF CAUSE:	EXXON MOBIL CORPORATION v MOBIL PLUS LUBRICANT INC. TAQMEER HUMMAD
PLACE OF HEARING:	HEARD BY VIDEOCONFERENCE
DATE OF HEARING:	DECEMBER 4, 2025
ORDER AND REASONS:	FURLANETTO J.
DATED:	DECEMBER 17, 2025

APPEARANCES:

Guillaume Lavoie Ste-Marie Olivier Jean-Levesque Audrey Berteau	FOR THE PLAINTIFF

SOLICITORS OF RECORD:

Smart & Biggar LLP Barristers and Solicitors Montréal, Quebec	FOR THE PLAINTIFF

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