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 11 INTERNATIONAL, LLC

JS-6

9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 BIG BOY FRANCHISE
 12 MANAGEMENT, LLC, a Michigan
 13 limited liability company; BIG BOY
 14 RESTAURANTS INTERNATIONAL,
 15 LLC, a Michigan limited liability
 16 company,

Case No. CV12-07368 DDP (VBKx)

**STIPULATED FINAL JUDGMENT
 AND PERMANENT INJUNCTION
 ORDER**

Plaintiffs,

v.

18 SLEEPY HOLLOW ENTERPRISES,
 19 LLC, a California limited liability
 20 company; MATTHEW PIKE;
 21 ANGELA PIKE; NOAH PIKE,

Defendants.

23
 24 Plaintiffs, Big Boy Franchise Management, LLC (“BBFM”), and Big Boy
 25 Restaurants International, LLC (“BBRI”), have filed a Complaint for (1)
 26 Trademark Infringement/Violation of the Lanham Act (15 U.S.C. §§1051 et seq. –
 27 Declaration of Rights/Damages/Injunctive Relief, (2) Common Law Statutory
 28 Trademark Infringement/Violation of Cal. Bus. & Prof. Code §§14200 et seq., (3)

1 Breach of Franchise Agreement, and (4) Past Due Account against Defendants,
2 Sleepy Hollow Enterprises, LLC (“Sleepy Hollow”), Matthew Pike, Angela Pike,
3 and Noah Pike.

4 The Complaint alleges:

5 (1) that Defendant Sleepy Hollow, as franchisee, entered into franchise
6 agreements with plaintiff BBFM, as franchisor, with respect to Big Boy
7 Restaurants located in Barstow, California, and Baker, California;

8 (2) that Defendants Matthew Pike, Angela Pike, and Noah Pike signed a
9 written personal guaranty of all of defendant Sleepy Hollow’s obligations and
10 duties under the franchise agreements;

11 (3) that Defendants breached the franchise agreement by failing to pay
12 amounts owing to Plaintiff BBFM under the franchise agreements;

13 (4) that Plaintiff BBFM sent Notices of Monetary Default to Defendants
14 providing for a ten-day cure period to cure the monetary defaults as required by
15 the franchise agreements;

16 (5) that Defendants failed to take any action to cure the defaults;

17 (6) that plaintiff BBFM then sent Notices of Termination to Defendants
18 terminating the franchise agreements and requiring Defendants to immediately de-
19 identify the restaurants pursuant to the terms of the franchise agreements;

20 (7) that Defendants continued thereafter to operate the restaurants as “Bob’s
21 Big Boy” restaurants and that such actions constituted trademark infringement in
22 violation of federal and state laws; and

23 (8) that Plaintiffs are entitled to an award of damages, prejudgment interest,
24 attorney’s fees and costs against Defendants, and a preliminary and permanent
25 injunction against Defendants enjoining them from using the Big Boy trademarks
26 registered on the Principal Register of the United States Patent Office and which
27 provide brand identity for the Big Boy® system, including but not limited to,
28 United States registered trademark number 913,601 (“Big Boy”), United States

1 registered trademark number 1,230,170 (“Bob’s Big Boy”) United States
2 registered trademark number 910,758 (standing Big Boy design), and United
3 States registered trademark number 1,230,570 (“Bob’s Big Boy Restaurants”),
4 and from holding themselves out as a Big Boy franchisee and compelling them to
5 fully comply with their obligations under Article 22 of the franchise agreements.

6 Plaintiffs and Defendants have agreed to settle this case in accordance
7 with the terms of this Stipulated Final Judgment and Permanent Injunction Order
8 and have voluntarily entered into a Stipulation for Final Judgment and
9 Permanent Injunction Order which provides that the Court should enter this
10 Stipulated Final Judgment and Permanent Injunction Order.

11 Defendants admit that the Court has jurisdiction over them and over the
12 subject matter of this action. Defendants consent to the entry, without further
13 notice, of this Stipulated Final Judgment and Permanent Injunction Order.

14 Defendants waive the entry of findings of fact and conclusions of law
15 under Rule 52 of the Federal Rules of Civil Procedure. Defendants further
16 waive any right they may have to appeal from this Stipulated Final Judgment and
17 Permanent Injunction Order.

18 Plaintiffs and Defendants agree that the Court shall retain jurisdiction over
19 them for the purpose of implementing, enforcing, modifying, or amending this
20 Stipulated Final Judgment and Permanent Injunction Order.

21 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED**
22 **that:**

23 1. The Court has jurisdiction over this action pursuant to 15 U.S.C.
24 §1121 and 28 U.S.C. §§1331 and 1338(a) and (b) as it relates to claims of
25 trademark infringement under federal law; and pursuant to 28 U.S.C. §1367 as
26 it relates to claims arising under state law.

27 2. Judgment is entered in favor of Plaintiffs, Big Boy Franchise
28 Management, LLC, and Big Boy Restaurants International, LLC, and against

1 Defendants, Sleepy Hollow Enterprises, LLC, Matthew Pike, Angela Pike, and
2 Noah Pike, and each of them, in the amount of forty thousand nine hundred
3 ninety seven nine dollars and eighty-five cents (\$40,979.85) for amounts owed
4 as of November 12, 2012.

5 3. Defendants, and each of them, their officers, employees, agents,
6 representatives, and all other persons or entities in active concert or participation
7 with them who receive actual notice of this Stipulated Final Judgment and
8 Permanent Injunction Order are permanently enjoined and shall cease and desist
9 from using the Big Boy trademarks registered on the Principal Register of the
10 United States Patent Office and which provide brand identity for the Big Boy®
11 system, including but not limited to, United States registered trademark number
12 913,601 (“Big Boy”), United States registered trademark number 1,230,170
13 (“Bob’s Big Boy”) United States registered trademark number 910,758 (standing
14 Big Boy design), and United States registered trademark number 1,230,570
15 (“Bob’s Big Boy Restaurants”) and are further enjoined and shall cease and
16 desist from holding themselves out as a Big Boy franchisee.

17 4. Defendants, and each of them, their officers, employees, agents,
18 representatives, and all other persons or entities in active concert or participation
19 with them who receive actual notice of this Stipulated Final Judgment and
20 Permanent Injunction Order shall comply with their obligations under Article 22
21 of the franchise agreements entered into by and between plaintiff Big Boy
22 Franchise Management, LLC, as franchisor, and defendant Sleepy Hollow
23 Enterprises, LLC, as franchisee, with respect to the Bob’s Big Boy Restaurants
24 located in Barstow, California, and Baker, California, including, but not limited
25 to, the obligation to immediately and completely de-identify the Restaurants so
26 that the Restaurants will be clearly distinguishable from and not recognizable as a
27 Big Boy Restaurant.

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5. This Court shall retain jurisdiction of this action for the purpose of implementing, enforcing, modifying, or amending this Stipulated Final Judgment and Permanent Injunction Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: November 29, 2012



Dean D. Pregerson
United States District Judge