

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DUNKIN' DONUTS FRANCHISING LLC, a
Delaware limited liability company, DD IP
HOLDER LLC, a Delaware limited liability
company, BASKIN-ROBBINS FRANCHISING
LLC, a Delaware limited liability company, and
BR IP HOLDER LLC, a Delaware limited
liability company,

Plaintiffs,

v.

Case No. 8:10-CV-01087-T-24 TBM

GULF TO BAY DONUTS, INC., a Florida
corporation, SAND KEY DONUTS, INC., a
Florida corporation, COUNTRYSIDE DONUTS,
INC., a Florida corporation, EAST BAY
DONUTS, INC., a Florida corporation, US 19
DONUTS, INC., a Florida corporation, TAMPA
ROAD DONUTS, INC., a Florida corporation,
66th STREET DONUTS, INC., a Florida
corporation, MAIN STREET DONUTS, INC., a
Florida corporation, CLEVELAND STREET
DONUTS, INC., a Florida corporation,
STARKEY DONUTS, INC., a Florida
corporation, ULMERTON DONUTS, INC., a
Florida corporation, VIKALP PATEL, an
individual, NIRAV MEHTA, an individual,
SNEHA PATEL, an individual, SANJAY
PATEL, an individual, RUPAL PATEL, an
individual, REENA CHOKSI, an individual, and
RAMESH PATEL, an individual,

Defendants.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE, having come to be heard on Plaintiffs' Motion for Entry of a Default Final Judgment and Permanent Injunction (the "Motion"), the Court, having considered the Motion and supporting affidavits, and having been otherwise fully advised in the premises, finds

that (i) each of the Defendants, Gulf to Bay Donuts, Inc., Sand Key Donuts, Inc., Countryside Donuts, Inc., East Bay Donuts, Inc., US 19 Donuts, Inc., Tampa Road Donuts, Inc., 66th Street Donuts, Inc., Main Street Donuts, Inc., Cleveland Street Donuts, Inc., Starkey Donuts, Inc., Ulmerton Donuts, Inc., Vikalp Patel, Nirav Mehta, Sneha Patel, Rupal Patel, Reena Choksi and Ramesh Patel (collectively, “Defendants”), was duly served with a copy of the Complaint for Injunctive Relief and Damages (“Complaint”) and Plaintiffs’ Motion for Preliminary Injunction and Supporting Memorandum of Law, (ii) each of the Defendants failed to file a response to the Complaint within the time prescribed by law and Clerk’s defaults have been entered, and (iii) subsequent to entry of the Order Denying Motion to Set Aside Default, each of the Defendants has stipulated to entry of this default judgment.

Accordingly, after due consideration, it is ORDERED and ADJUDGED that:

1. Plaintiffs’ Motion for Entry of Default Final Judgment and Permanent Injunction is hereby GRANTED.

2. The Franchise Agreements at issue in this case are deemed terminated as of the effective date contained in the Notices of Termination served in accordance with each of those agreements.

3. Defendants, individually and collectively, their agents, servants, employees, and attorneys, and all others in active concert or participation with them, are permanently enjoined from operating the retail doughnut and/or ice cream shops located at the following addresses:

- a. Gulf to Bay Donuts, Inc. located at 2551 Gulf to Bay Blvd., Clearwater, Florida 33765;
- b. Sand Key Donuts, Inc. located at 1261 Gulf Boulevard, Suite 109, Clearwater, Florida 33767;

- c. Countryside Donuts, Inc. located at 27001 US Highway 19 North, Clearwater, Florida, 33761;
- d. East Bay Donuts, Inc. located at 3515 East Bay Drive, Largo, Florida 33771;
- e. US 19 Donuts, Inc. located at 33240 US Highway 19 North, Palm Harbor, Florida 34684;
- f. Tampa Road Donuts, Inc. located at 3270 Tampa Road, Oldsmar, Florida 34677;
- g. 66th Street Donuts, Inc. located at 13013 66th Street, Largo, Florida 33773;
- h. Main Street Donuts, Inc. located at 1461 Main Street, Dunedin, Florida 34697;
- i. Cleveland Street Donuts, Inc. located at 534 Cleveland Street, Clearwater, Florida 33755;
- j. Starkey Donuts, Inc. located at 12601 Starkey Road, Largo, Florida 33773; and
- k. Ulmerton Donuts, Inc. located at 7030 Ulmerton Road, Largo, Florida 33771.

4. Defendants, individually and collectively, their agents, servants, employees, and attorneys, and all others in active concert or participation with them, are permanently enjoined from using the Dunkin' Donuts and Baskin-Robbins trademarks, trade names, and trade dress, and from otherwise engaging in unfair competition with Dunkin' Donuts and Baskin-Robbins.

5. Defendants, individually and collectively, their agents, servants, employees, and attorneys, and all others in active concert or participation with them, are permanently enjoined from violating all post-termination obligations contained in the Franchise Agreements.

6. Plaintiff, Dunkin' Donuts Franchising, LLC, whose address is 130 Royall Street, Canton, Massachusetts 02021-1010, shall recover from each of the Defendants as follows:

- a. Gulf to Bay Donuts, Inc., whose address is 2551 Gulf to Bay Blvd., Clearwater, Florida 33765, the sum of \$35,608.15, which shall bear interest at the rate provided by law;
- b. Countryside Donuts, Inc., whose address is 27001 US Highway 19 North, Clearwater, Florida, 33761, the sum of \$9,860.45, which shall bear interest at the rate provided by law;
- c. East Bay Donuts, Inc., whose address is 3515 East Bay Drive, Largo, Florida 33771, the sum of \$26,080.46, which shall bear interest at the rate provided by law;
- d. Sand Key Donuts, Inc., whose address is 1261 Gulf Boulevard, Suite 109, Clearwater, Florida 33767, the sum of \$7,477.35, which shall bear interest at the rate provided by law;
- e. 66th Street Donuts, Inc., whose address is 13013 66th Street, Largo, Florida 33773, the sum of \$323,236.76, which shall bear interest at the rate provided by law;
- f. Tampa Road Donuts, Inc., whose address is 3270 Tampa Road, Oldsmar, Florida 34677, the sum of \$414,221.04, which shall bear interest at the rate provided by law;
- g. US 19 Donuts, Inc., whose address is 33240 US Highway 19 North, Palm Harbor, Florida 34684, the sum of \$342,921.79, which shall bear interest at the rate provided by law;
- h. Main Street Donuts, Inc., whose address is 1461 Main Street, Dunedin, Florida 34697, the sum of \$28,314.25, which shall bear interest at the rate provided by law;
- i. Cleveland Street Donuts, Inc., whose address is 534 Cleveland Street, Clearwater, Florida 33755, the sum of \$11,178.03, which shall bear interest at the rate provided by law;
- j. Starkey Donuts, Inc., whose address is 12601 Starkey Road, Largo, Florida 33773, the sum of \$4,758.02, which shall bear interest at the rate provided by law;
- k. Ulmerton Donuts, Inc., whose address is 7030 Ulmerton Road, Largo,

Florida 33771, the sum of \$18,900.93, which shall bear interest at the rate provided by law;

- l. Vikalp Patel whose address is 1822 N. Belcher Road, Suite 100, Clearwater, Florida 33765, the sum of \$1,222,557.23, which shall bear interest at the rate provided by law;
 - m. Nirav Mehta whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$879,635.44, which shall bear interest at the rate provided by law;
 - n. Sneha Patel whose address is 1822 N. Belcher Road, Suite 100, Clearwater, Florida 33765, the sum of \$899,320.47, which shall bear interest at the rate provided by law;
 - o. Sanjay Patel whose address is 5294 Karlsburg Place, Palm Harbor, Florida 34634, the sum of \$15,936.05, which shall bear interest at the rate provided by law;
 - p. Rupal Patel whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$899,320.47, which shall bear interest at the rate provided by law;
 - q. Reena Choksi whose address is 96 Park Gate, Edison, NJ 08820, the sum of \$30,078.96, which shall bear interest at the rate provided by law; and
 - r. Ramesh Patel whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$30,078.96, which shall bear interest at the rate provided by law.
9. Plaintiff, Baskin-Robbins Franchising, LLC, whose address is 130 Royall Street,

Canton, Massachusetts 02021-1010, shall recover from each of the Defendants as follows:

- a. Gulf to Bay Donuts, Inc., whose address is 2551 Gulf to Bay Blvd., Clearwater, Florida 33765, the sum of \$4,916.31; which shall bear interest at the rate provided by law;
- b. East Bay Donuts, Inc., whose address is 3515 East Bay Drive, Largo, Florida 33771, the sum of \$2,164.26, which shall bear interest at the rate provided by law;
- c. 66th Street Donuts, Inc., whose address is 13013 66th Street, Largo, Florida 33773, the sum of \$1,870.58, which shall bear interest at the rate

provided by law;

- d. Tampa Road Donuts, Inc., whose address is 3270 Tampa Road, Oldsmar, Florida 34677, the sum of \$2,569.82, which shall bear interest at the rate provided by law;
- e. US 19 Donuts, Inc., whose address is 33240 US Highway 19 North, Palm Harbor, Florida 34684, the sum of \$1,547.95, which shall bear interest at the rate provided by law;
- f. Main Street Donuts, Inc., whose address is 1461 Main Street, Dunedin, Florida 34697, the sum of \$2,952.83, which shall bear interest at the rate provided by law;
- g. Cleveland Street Donuts, Inc., whose address is 534 Cleveland Street, Clearwater, Florida 33755, the sum of \$1,839.47, which shall bear interest at the rate provided by law;
- h. Vikalp Patel whose address is 1822 N. Belcher Road, Suite 100, Clearwater, Florida 33765, the sum of \$17,861.22, which shall bear interest at the rate provided by law;
- i. Nirav Mehta whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$16,313.27, which shall bear interest at the rate provided by law;
- j. Sneha Patel whose address is 1822 N. Belcher Road, Suite 100, Clearwater, Florida 33765, the sum of \$15,990.64, which shall bear interest at the rate provided by law;
- k. Sanjay Patel whose address is 5294 Karlsburg Place, Palm Harbor, Florida 34634, the sum of \$1,839.47, which shall bear interest at the rate provided by law;
- l. Rupal Patel whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$15,990.64, which shall bear interest at the rate provided by law;
- m. Reena Choksi whose address is 96 Park Gate, Edison, NJ 08820, the sum of \$1,839.47, which shall bear interest at the rate provided by law; and
- n. Ramesh Patel whose address is 163 Washington Valley Road, Washington Valley Office Park, Suite 104, Warren, NJ 07059, the sum of \$1,839.47, which shall bear interest at the rate provided by law.

10. The Clerk is directed to enter judgment in favor of Plaintiffs as provided above.

11. The Clerk is directed to close the case. The Court reserves jurisdiction to award Plaintiffs their attorneys' fees and costs incurred in this action.

12. The hearing on Plaintiffs' Motion for Default Judgment that was set for September 9, 2010 is hereby cancelled.

DONE AND ORDERED at Tampa, Florida, this 30th day of August, 2010.


SUSAN C. BUCKLEW
United States District Judge

Copies to:

Counsel of record