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5 Attorneys for Plaintiff NextHome, Inc.

6 UNITED STATES DISTRICT COURT
 7 DISTRICT OF NEVADA

8 NEXTHOME, INC.,

Case No. 2:18-cv-01989-GMN-NJK

9 Plaintiff,

10 v.

CONSENT DECREE

11 ADOPTANAGENT LLC, GEORGE BUDD,
 12 and OURNEXTHOME.COM,

13 Defendants.

14 It now appearing to the Court, as evidenced by the stipulation of the parties below, that
 15 Plaintiff, NextHome, Inc. (“NextHome”), and Defendants, AdoptAnAgent LLC
 16 (“AdoptAnAgent”), George Budd (“Budd”), and OurNextHome.com (“OurNextHome.com,”
 17 jointly, “Defendants”), desire to settle all matters in issue between them, including those raised
 18 in the Complaint and that could have been raised as a counterclaim, and the Court, being duly
 19 advised that the parties wish to resolve this matter pursuant to a consent decree and this Order, IT
 20 IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

21 1. There is no just reason for delay of entry of this Decree and this Decree shall be
 22 the final judgment with prejudice of the claims raised in this lawsuit.

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1 **ORDER**

2 1. Defendants, their officers, directors, members, agents, employees, and all persons
3 in active concert or participation with them who receive actual notice of this Order, by personal
4 service, are permanently enjoined from doing, abiding, causing or abetting any of the following,
5 except as authorized by NextHome:

6 (a) infringing the NEXTHOME® mark, including using any mark, domain
7 name or business name including both the words “next” and “home,” or contributing to the
8 infringement of that mark, unless such mark has been previously agreed upon by NextHome;

9 (b) placing content on or allowing content to be placed or remain on the
10 website located at www.ournexthome.com that relates to or concerns the sale, offer for sale,
11 rental, maintenance, construction, or renovation of real estate, or the business of real estate
12 agencies, the promotion of leads or listings for real estate professionals, or the real estate
13 profession, unless such use has previously been agreed upon by NextHome;

14 (c) engaging in any acts or activities calculated to infringe NextHome’s
15 NEXTHOME® mark;

16 (d) using NEXTHOME, NEXT HOME, or any mark including both the words
17 “next” and “home,” or any similar mark thereto, in selling, offering for sale, promoting,
18 advertising, marketing or distributing of Defendants’ products or services, advertisements or
19 marketing materials, including but not limited to use as part of a domain name, unless previously
20 agreed upon by NextHome; and

21 (e) using NEXTHOME, NEXT HOME, or both the words “next” and
22 “home,” in a business or corporate name, unless such business or corporate name has previously
23 been agreed upon by NextHome.

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1 2. If NextHome believes that any Defendant is in violation of the terms of this
2 Consent Decree, NextHome shall give written notice to such Defendant, identifying the nature of
3 the violation that has occurred or is occurring, and a minimum of ten (10) business days from
4 date such written notice is delivered to address and cure the identified violation(s) before taking
5 any further action to enforce this Consent Decree.

6 3. Defendants will, within thirty (30) days of entry of this Consent Decree, assign to
7 NextHome the domain name www.ournnexthome.com, and will cooperate in taking the actions
8 needed to perfect that assignment.

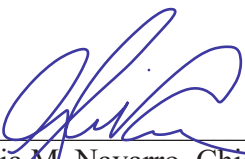
9 4. Each party shall bear its own fees and costs.

10 5. This Court shall retain jurisdiction over the parties, and retains exclusive
11 jurisdiction to resolve disputes arising out of this Consent Decree and to enforce the terms of the
12 Consent Decree.

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IT IS SO ORDERED.

Dated this 13 day of December, 2018.



Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT COURT

1 The entry of the above Consent Decree in this case is consented to and approved by each
2 party hereto as acknowledged by the signature of each party below.

3 NEXTHOME, INC.

DocuSigned by:
James Dwiggin
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4 By: _____
5 Name: James Dwiggin
6 Title: President

ADOPTANAGENT LLC

By: George Budd
7 Name: George Budd
8 Title: Manager

OURNEXTHOME.COM

By: George Budd
9 Name: George Budd
10 Title: Owner

11 GEORGE BUDD

12 George Budd
13

14
15 APPROVED AS TO FORM:

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21 Ryan Gile
22 Ryan Gile, No. 8807
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Attorneys for Defendants