

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
JONESBORO DIVISION

**BRELAND & FARMER
DESIGNERS, INC.**

v.

**PETE CANCELLA,
TIM K. WATSON, JOSH BROWN
AND TAUSHA VOWELL**

§
§
§
§
§
§
§
§

CA NO: 3:09CV00017JLH

JURY DEMANDED

**AGREED PERMANENT INJUNCTION AND
ORDER DISMISSING CASE**

Plaintiff Breland & Farmer Designers, Inc. ("BFD") and Defendants Pete Cancilla, Josh Brown, Tausha Vowell (Brown) and Tim K. Watson (collectively, "Defendants") have advised the Court that they have entered into a Settlement Agreement in the above-captioned case, and pursuant to that agreement have moved the Court to dismiss the case.

Accordingly, the Court FINDS:

1. That it has jurisdiction over the subject matter and the parties;
2. BFD is the owner of the architectural work titled "EE-1105," which is attached as Exhibit A.
3. The copyright in the BFD EE-1105 is valid and enforceable.

Accordingly, the Court ORDERS:

1. The Defendants, their officers, agents, servants, employees, and all persons in active

concert with them who receive actual notice of this Order, are hereby enjoined from:

- (a) Reproducing, copying, duplicating, making derivatives of, or distributing the BFD EE-1105 without first obtaining and paying a license for such;
- (b) Reproducing, copying, duplicating, making derivatives of, or distributing any others of BFD's house plans without first obtaining and paying a license for such; and/or
- (c) Constructing or participating in the construction of any house based on the BFD EE-1105, or any others of BFD's house plans without first obtaining and paying for such license.

2. The Court finds that Josh Brown and Tausha Vowell Brown have been granted a retroactive license for the home located at 4011 Willow Lane, Paragould, Arkansas. Therefore, any future sale, lease, rental, or other transfer of ownership of the Brown's home, or any activity associated with the sale, lease, or rental of the home, will not constitute infringement of BFD's copyright in EE-1105.
3. All claims are dismissed with prejudice with respect to all parties, with each party to bear its respective costs and attorney's fees.
4. The Court shall retain jurisdiction of the case to enforce the terms of the Settlement Agreement and this Order.

SIGNED at ^{Little Rock} Jonesboro, Arkansas this the 12 day of May, 2010


UNITED STATES DISTRICT JUDGE

AGREED & ENTRY REQUESTED:



Dana LeJune, Esq.
For Breland & Farmer Designers, Inc.
Dated: 5/11/10



Jay Scurlock, Esq.
For Jim K. Watson
Dated: 4/28/2010



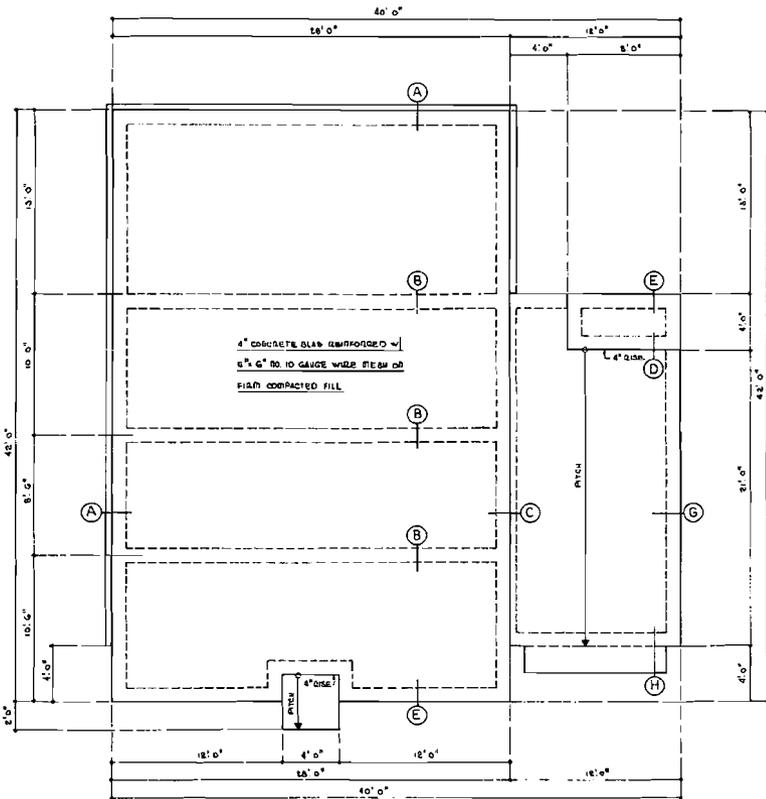
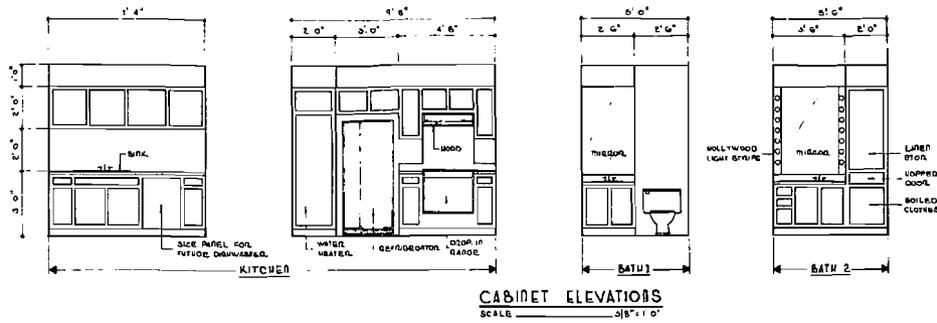
Dennis Zolper, Esq.
For Pete Cancilla
Dated: 4/26/2010



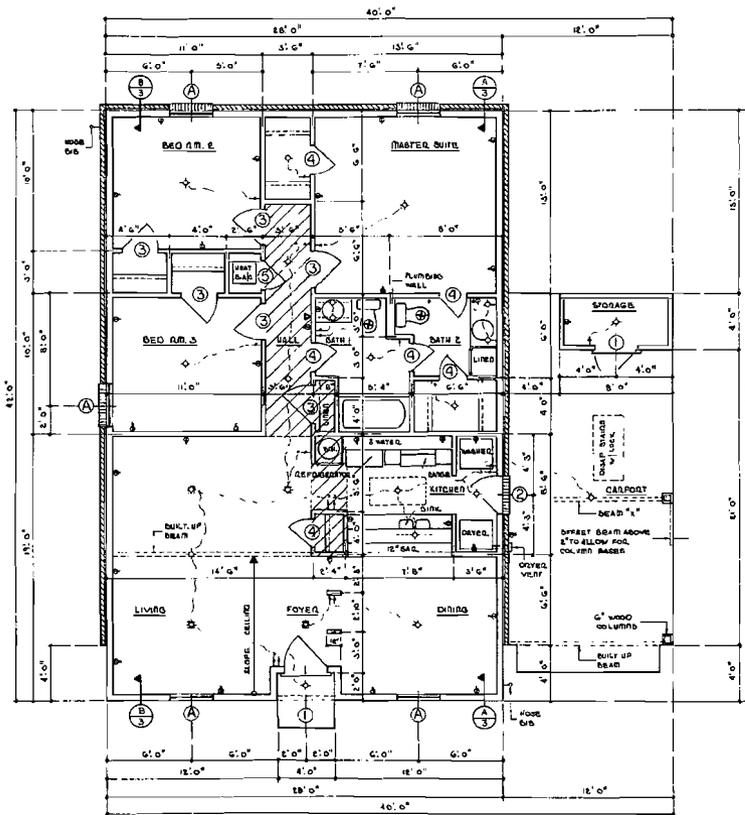
Shane Baker, Esq.
For Josh Brown and Tausha V. Brown
Dated: _____

DOORS			NOTES
NO.	SIZE	DESCRIPTION	
1	3'-0" x 6'-0" x 1 1/2"	STANLEY #4 METAL CLAD INSULATED DOOR	EXTERIOR STUDS ARE 2" x 4" AT 24" O.C.
2	2'-0" x 2'-0" x 1 1/2"	STANLEY #4 METAL CLAD INSULATED DOOR W/ INSULATED GLASS	INTERIOR STUDS ARE 2" x 4" AT 24" O.C.
3	2'-0" x 6'-0" x 1 1/2"	INTERIOR FLEM	INSTALL A POLYETHYLENE VERBO BARRIER AS PER CODES & DETAILS
4	2'-0" x 6'-0" x 1 1/2"	INTERIOR FLEM	INSTALL ALL DOORS BELOW JOIST & VAPOR BARRIER
5	2'-0" x 4'-4" x 1 1/2"	INTERIOR FLEM	FURD CEILING IS SRADED AREAS FOR DUCTS

WINDOWS			AREAS
A	3000	"ALEXCO" SERIES JYS ALUMINUM SW INSULATED	
			LIVING AREA 1180 SQ FT
			CARPORT, STORAGE & STOODS 316 SQ FT
			TOTAL 1484 SQ FT
ALL ALEXCO WINDOWS TO HAVE COLORIAL FINED & BRONZE FINISH			LIVING W/ BRICK INCLUDED 1180 SQ FT



FOUNDATION PLAN
SCALE 1/4" = 1'-0"



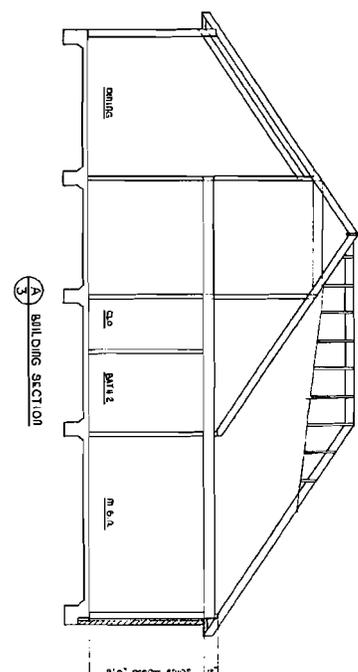
FLOOR PLAN
SCALE 1/4" = 1'-0"



BRELAND & FARMER DESIGNERS, INC.
 CONSULTING ARCHITECTS & INTERIORS, INC.
 11111 W. 10TH AVENUE, SUITE 100, DENVER, CO 80231
 (303) 751-1111

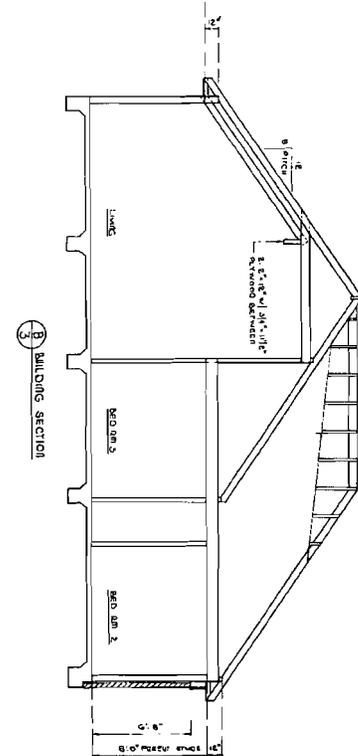


DATE	10-28-93
DESIGNER	J.F.
PERSONS	
2	5
PLANING	
EE-1105	

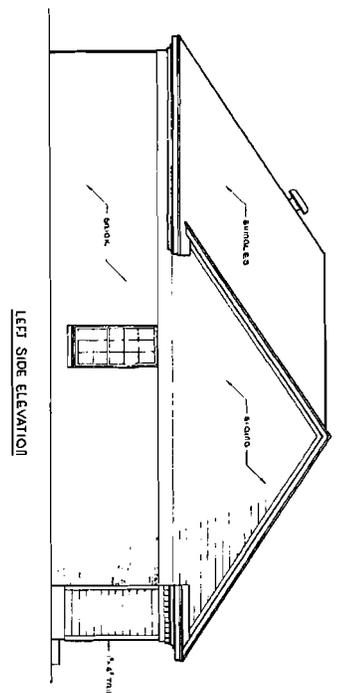


FRONT ELEVATION

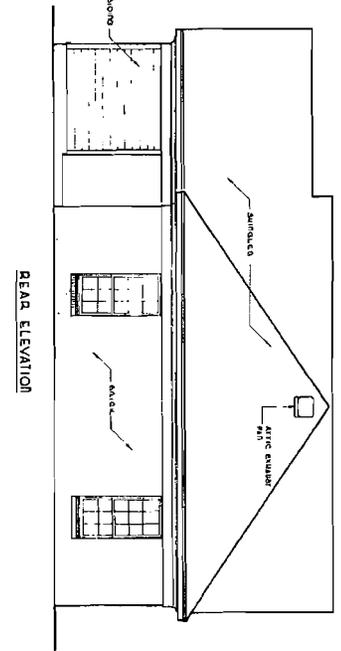
ELEVATIONS & SECTIONS SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



REAR ELEVATION

A BUILDING SECTION

B BUILDING SECTION

DATE	10-20-88
SCALE	1/4" = 1'-0"
PROJECT	1105
NO.	3
REV.	5
DESIGNER	ADBD
PROJECT	1105



BRELAND & FARMER DESIGNERS, Inc.
 811 LARLAND LAR OAK JACKSON MS 39201-1000 (601) 932-3332
 DIMENSIONS CONSIDERED TO BE VIEWED BY CONTRACTOR



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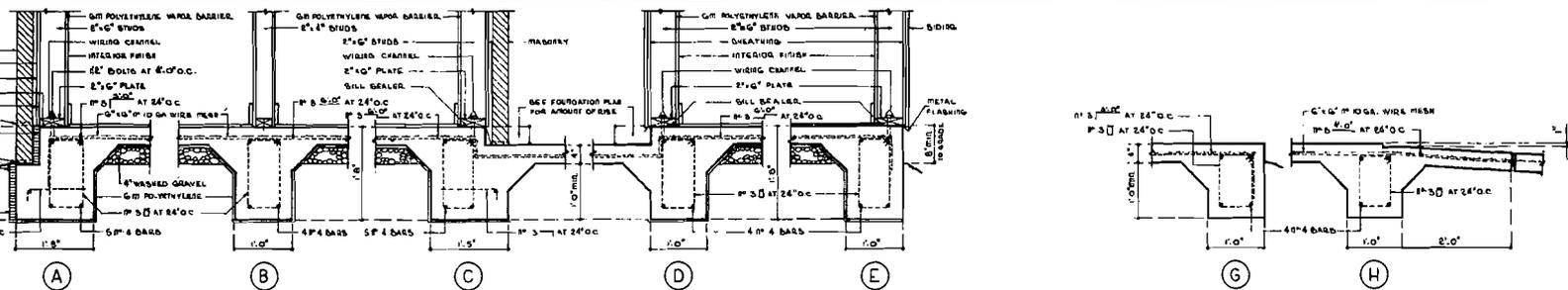


BRELAND & FARMER DESIGNERS, Inc.
 ARCHITECTS AND ENGINEERS
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73101
 PHONE (405) 233-1100
 FAX (405) 233-1101



DATE 10-21-82
 DRAWN BY [Signature]
 CHECKED BY [Signature]
 REVISIONS
 PLAN NO. EE-1105

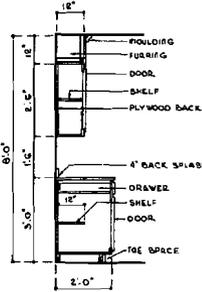
DETAILS



FOUNDATION DETAILS
 SCALE: 1/4" = 1'-0"

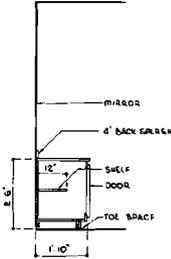
NOTE: SECTIONS NOTED \odot ARE SAME, BUT W/ 2"x4" STUDS AT 24" O.C. AND WRING CHANNEL AND SILL SEALER, AND WEATHERED INSULATION OMITTED. INSTALL A SILL SEALER UNDER ALL EXTERIOR SILLS OF VENTED AREA.

ELECTRICAL SCHEDULE	
SYMBOL	DESCRIPTION
◆	SUSPENDED CEILING FIXTURE
⊙	RECESSED CEILING FIXTURE
⊙	RECESSED SWIVEL FIXTURE
◆	PULL CHAIN CEILING FIXTURE
◇	WALL MOUNTED FIXTURE
◆	FLUORESCENT FIXTURE
◆	FLOOD LIGHT FIXTURE
◆	120 VOLT DUPLEX CONVEGENCE OUTLET
◆	220 VOLT DUPLEX CONVEGENCE OUTLET
◆	WATERPROOF CONVEGENCE OUTLET
◆	BIMOLE POLE SWITCH
◆	THREE WAY SWITCH
◆	RELOCAT
◆	TELEPHONE OUTLET
◆	TELEVISION OUTLET
◆	CEILING REMOVAL FAN
◆	CEILING HEAT LAMP
◆	SMOKE DETECTOR
◆	CEILING FAN



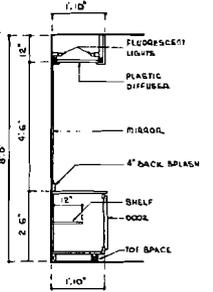
KITCHEN CABINET

NOTE: CONSTRUCT ALL CABINET DOORS AND SHELVES OF 3/4" PLYWOOD UNLESS OTHERWISE NOTED.

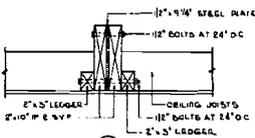


VANITY CABINET

CABINET DETAILS
 SCALE: 1/8" = 1'-0"

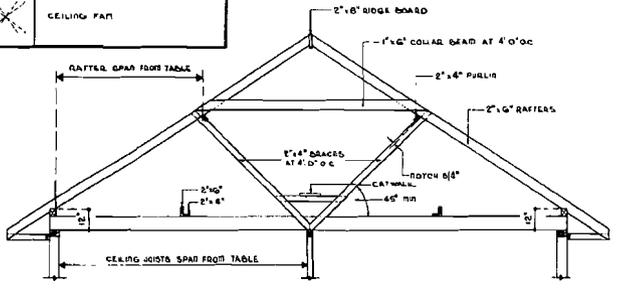


VANITY CABINET



FITCH PLATE BEAM

BEAM DETAILS
 SCALE: 1/8" = 1'-0"

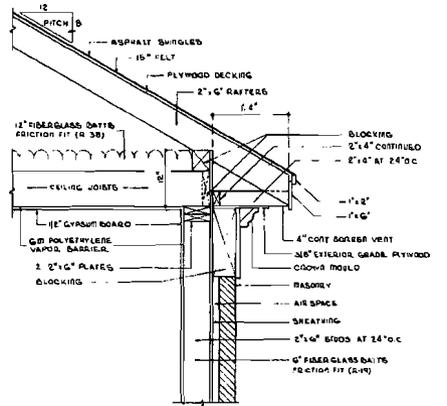


TYPICAL ROOF BRACING

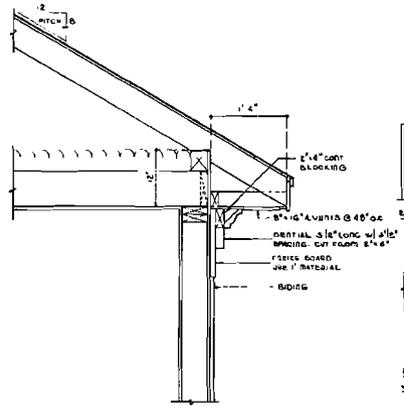
NOTE: IT IS SUGGESTED THAT MANUFACTURED TRUSSES BE USED IN LIEU OF CONVENTIONAL FRAMING, WHERE FEASIBLE. MANUFACTURER TO PROVIDE LOADS AND DETAILS.

TABLE OF CEILING JOISTS		TABLE OF RAFTERS	
SIZE AND SPACING	MAXIMUM SPAN	SIZE AND SPACING	MAXIMUM SPAN
2"x6" AT 24" O.C.	10'-5"	2"x6" AT 24" O.C.	9'-8"
2"x8" AT 24" O.C.	13'-4"	2"x8" AT 16" O.C.	11'-10"
2"x10" AT 24" O.C.	17'-7"	2"x8" AT 12" O.C.	15'-8"

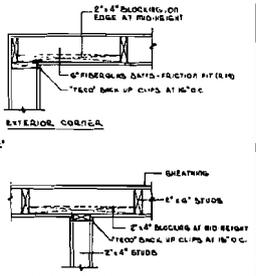
SPANS ALL TABLES ON #2-4D SOUTHERN PINE



CORNICE DETAIL W/ MASONRY
 SCALE: 1/4" = 1'-0"



CORNICE DETAIL W/ SIDING
 SCALE: 1/4" = 1'-0"



WALL CONSTRUCTION DETAILS
 SCALE: 1/4" = 1'-0"

FOR BEARING PARTITION JOINING EXTERIOR WALL

NOTE: INSTALL BACK UP CLIPS AS PER "TECO" SPECIFICATIONS

SECTION 10 - PAINTS

1. **PAINTS:** All paint shall be of the highest quality, and shall be applied in accordance with the manufacturer's instructions. The paint shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The paint shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The paint shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 11 - ROOFING

1. **ROOFING:** The roof shall be constructed in accordance with the manufacturer's instructions. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 12 - FLOORING

1. **FLOORING:** The floor shall be constructed in accordance with the manufacturer's instructions. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 13 - INTERIORS

1. **INTERIORS:** The interior shall be constructed in accordance with the manufacturer's instructions. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 14 - EXTERIORS

1. **EXTERIORS:** The exterior shall be constructed in accordance with the manufacturer's instructions. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 15 - ROOFING

1. **ROOFING:** The roof shall be constructed in accordance with the manufacturer's instructions. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 16 - FLOORING

1. **FLOORING:** The floor shall be constructed in accordance with the manufacturer's instructions. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 17 - INTERIORS

1. **INTERIORS:** The interior shall be constructed in accordance with the manufacturer's instructions. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 18 - EXTERIORS

1. **EXTERIORS:** The exterior shall be constructed in accordance with the manufacturer's instructions. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The exterior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 19 - ROOFING

1. **ROOFING:** The roof shall be constructed in accordance with the manufacturer's instructions. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The roof shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 20 - FLOORING

1. **FLOORING:** The floor shall be constructed in accordance with the manufacturer's instructions. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The floor shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

SECTION 21 - INTERIORS

1. **INTERIORS:** The interior shall be constructed in accordance with the manufacturer's instructions. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects. The interior shall be applied in a uniform, smooth, and continuous coat, and shall be free from brush marks, streaks, and other defects.

NOTE: COMMERCIAL CONTRACTORS TO COMPLETE FROM PROCEEDS OF SALES OF THE FOLLOWING ITEMS FROM THE PROJECT:

ITEM	QTY	UNIT	EST. PRICE	EST. TOTAL
1. PAINTS				
2. ROOFING				
3. FLOORING				
4. INTERIORS				
5. EXTERIORS				
6. ROOFING				
7. FLOORING				
8. INTERIORS				
9. EXTERIORS				
10. ROOFING				
11. FLOORING				
12. INTERIORS				
13. EXTERIORS				
14. ROOFING				
15. FLOORING				
16. INTERIORS				
17. EXTERIORS				
18. ROOFING				
19. FLOORING				
20. INTERIORS				
21. EXTERIORS				

EXTERIOR FINISH LEGEND

- 1. BRICK - 8" COMMON BRICK, VERTICAL, 1/2" X 3/4" MORTAR
- 2. CONCRETE - 4" THICK, FINISHED WITH POLISHED CONCRETE
- 3. STONE - 4" X 8" RANDOM LAY, FINISHED WITH POLISHED STONE
- 4. GROUT - 1/2" X 1/2" GROUT, FINISHED WITH POLISHED GROUT
- 5. GLASS - 1/2" X 1/2" GLASS, FINISHED WITH POLISHED GLASS
- 6. METAL - 1/2" X 1/2" METAL, FINISHED WITH POLISHED METAL
- 7. PAINT - 1/2" X 1/2" PAINT, FINISHED WITH POLISHED PAINT
- 8. TILE - 1/2" X 1/2" TILE, FINISHED WITH POLISHED TILE
- 9. TERRAZZO - 1/2" X 1/2" TERRAZZO, FINISHED WITH POLISHED TERRAZZO
- 10. WOOD - 1/2" X 1/2" WOOD, FINISHED WITH POLISHED WOOD

INTERIOR FINISH LEGEND

- 1. BRICK - 8" COMMON BRICK, VERTICAL, 1/2" X 3/4" MORTAR
- 2. CONCRETE - 4" THICK, FINISHED WITH POLISHED CONCRETE
- 3. STONE - 4" X 8" RANDOM LAY, FINISHED WITH POLISHED STONE
- 4. GROUT - 1/2" X 1/2" GROUT, FINISHED WITH POLISHED GROUT
- 5. GLASS - 1/2" X 1/2" GLASS, FINISHED WITH POLISHED GLASS
- 6. METAL - 1/2" X 1/2" METAL, FINISHED WITH POLISHED METAL
- 7. PAINT - 1/2" X 1/2" PAINT, FINISHED WITH POLISHED PAINT
- 8. TILE - 1/2" X 1/2" TILE, FINISHED WITH POLISHED TILE
- 9. TERRAZZO - 1/2" X 1/2" TERRAZZO, FINISHED WITH POLISHED TERRAZZO
- 10. WOOD - 1/2" X 1/2" WOOD, FINISHED WITH POLISHED WOOD



