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BASKIN ROBBINS FRANCHISING LLC;  
7 and BR IP HOLDER LLC

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10 FRESNO DIVISION

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12 BASKIN ROBBINS  
13 FRANCHISING LLC, a Delaware  
limited liability company; and BR IP  
14 HOLDER LLC, a Delaware limited  
liability company,

15 Plaintiffs,

16 v.

17 BARDALE, INC., a California  
18 corporation; JIM R. DALE, an  
individual; and ERIN C. DALE, an  
19 individual,

20 Defendants.

Case No. 1:10-CV-01535-AWI-GSA

**PERMANENT INJUNCTION ORDER**

21 This matter has come before the Court on the Motion filed by plaintiffs  
22 Baskin-Robbins Franchised Shops LLC and BR IP Holder LLC (“Plaintiffs”) for  
23 Default Judgment by Court against defendants Bardale, Inc. (“Bardale”), Jim R.  
24 Dale (“J. Dale”) and Erin C. Dale (“E. Dale”) (collectively, “Defendants”)

25 **GOOD CAUSE HAVING BEEN SHOWN, IT IS HEREBY ORDERED that:**

26 1. Defendants, and each of their employees, agents, representatives,  
27 attorneys, accountants, and other persons associated, in concert or participation with  
28

1 them are hereby permanently enjoined from holding themselves out as franchisees  
2 of Baskin-Robbins, and shall not, directly or indirectly, represent to the public or  
3 hold themselves out as present or former franchisees of Baskin-Robbins;

4 2. Defendants are hereby permanently enjoined from using, in advertising  
5 or in any other manner whatsoever, and from disclosing, revealing, or publishing,  
6 any feature or method associated with Baskin-Robbins' specially designed  
7 buildings, equipment, accessories, identification schemes, products, management  
8 programs, standards, specifications and proprietary marks, all known as the Baskin-  
9 Robbins System, any name or mark containing the designation "Baskin-Robbins",  
10 any names or marks registered by Baskin-Robbins (collectively, "Baskin-Robbins  
11 Marks") and any other trade secrets, confidential information, operating manuals,  
12 slogans, trade dress, signs, symbols or devices which are part of the Baskin-  
13 Robbins System;

14 3. Defendants are hereby permanently enjoined from possessing and shall  
15 immediately return to Baskin-Robbins all operating manuals, plans, specifications,  
16 and other materials in Defendants' possession containing information prepared by  
17 Baskin-Robbins, and all copies thereof, and shall retain no copy or record of any of  
18 the foregoing, except Defendants' copy of the Franchise Agreements, any  
19 correspondence between the parties, and any other documents which Defendants  
20 reasonably need for compliance with any provision of law;

21 4. Defendants are hereby permanently enjoined from displaying at the  
22 premises of the store located at 2221 McHenry Avenue, Suite C, Modesto,  
23 California (the "Store") or at any other location, and on any equipment, interior  
24 signs, trade fixtures, furnishings and other personal property any of the Baskin-  
25 Robbins Marks or other indicia of Baskin-Robbins. Furthermore, Defendants shall  
26 disconnect, withdraw and/or terminate any telephone listings and/or fictitious name  
27 registration containing any part of the Baskin-Robbins Marks, at Defendants'  
28 expense and in a manner satisfactory to Baskin-Robbins. Upon Baskin-Robbins'

1 written demand, however, Defendants shall assign to Baskin-Robbins any  
2 telephone number used in the operation of the Stores if such number is listed in the  
3 directory using any of the Baskin-Robbins Marks;

4 5. Defendants are hereby permanently enjoined from possessing and shall  
5 immediately destroy or surrender to Baskin-Robbins all signs, stationery, forms,  
6 printed matter, advertising, and paper goods containing the Baskin-Robbins Marks  
7 and any name or mark containing the designation "Baskin-Robbins" and every  
8 other deceptively similar name and mark, or any other designation indicating or  
9 intending to indicate that they are an authorized Baskin-Robbins franchisee;

10 6. Defendants shall make such modifications or alterations to the Store's  
11 premises as may be necessary to distinguish the appearance of the premises from  
12 that of units in the Baskin-Robbins System, at Defendants' expense and in a manner  
13 satisfactory to Baskin-Robbins;

14 7. Defendants are hereby permanently enjoined from using, in connection  
15 with any business or the promotion thereof, any reproduction, counterfeit, copy or  
16 colorable imitation of any of Baskin-Robbins Marks or trade dress; and Defendants  
17 shall not utilize any designation of origin or description or representation which  
18 falsely suggests or represents any association or connection with Baskin-Robbins.

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8. Defendants shall have fourteen (14) days from service of this Order to comply with each and every one of the terms set forth herein.

IT IS SO ORDERED.

Dated: February 3, 2011

  
CHIEF UNITED STATES DISTRICT JUDGE