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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

TGI FRIDAY’S INC.,

Plaintiff,

vs.

STRIPES RESTAURANTS, INC., JOHN
PARDINI, and ROBERT PARDINI,

Defendants.

Case No. 1:15-cv-00592-AWI-SAB

HON. ANTHONY W. ISHII
COURTROOM 2

**AMENDED STIPULATION AND ORDER
FOR FINAL JUDGMENT AND
PERMANENT INJUNCTION**

**ORDER DENYING MOTION FOR
PRELIMINARY INJUNCTION AS MOOT**

19 Plaintiff TGI Friday’s Inc. (“Fridays”) and Defendants Stripes Restaurants, Inc., John
20 Pardini, and Robert Pardini (“collectively. Defendants”), do hereby stipulate and agree as
21 follows:

22 1. The Final Judgment and Permanent Injunction (“Judgment”) herein may be
23 entered in the above-captioned matter pending before the United States District Court for the
24 Eastern District of California.

25 2. Fridays and Defendants hereby waive their right to move for a new trial or
26 otherwise seek to set aside the Judgment through any collateral attack, and further waive their
27 right to appeal from the Judgment, except that Fridays and Defendants each agree that this Court
28 shall retain jurisdiction for the purpose of enabling any party to this Judgment to apply to the

1 Court at any time for such further orders and directions as may be necessary or appropriate for
2 the construction or the carrying out of the Judgment, for the modification of any of the injunctive
3 provisions thereof, for enforcement of compliance therewith, for the punishment of violations of
4 the Judgment and for enforcement of the parties' settlement agreement.

5 3. Fridays and Defendants have stipulated and consented to the entry of the
6 Judgment without the taking of proof and without trial or adjudication of any fact or law herein.

7 4. Fridays and Defendants shall each bear their own costs and attorneys' fees related
8 to the lawsuit and the preparation of this stipulation and the accompanying Judgment. In the
9 event that any action or proceeding is brought to enforce the Judgment, the prevailing party shall
10 be entitled to recover its reasonable attorneys' fees and costs.

11 5. The individuals signing below represent that they have been authorized by the
12 parties they represent to sign this stipulation.

13 DATED: July 13, 2015

HAYNES AND BOONE, LLP

14
15 By: /s/ Martin M. Ellison

Deborah S. Coldwell

16 Mark D. Erickson

17 Katie Dolan-Galaviz

Martin M. Ellison

18 Jamee Cotton

19 Attorneys for Plaintiff

TGI FRIDAY'S INC.

20
21 DATED: July 8, 2015

TROUTMAN SANDERS LLP

22 By: /s/ Martin W. Taylor

Martin W. Taylor

23 Jennifer Mathis

24 William Droze

25 Michael McCarthy

Attorneys for Defendants

26 STRIPES RESTAURANTS, INC., JOHN

27 PARDINI, AND ROBERT PARDINI

1 **ORDER**

2 Fridays and Defendants, having stipulated and consented to the entry of this Final
3 Judgment and Permanent Injunction, without the taking of proof and without trial or adjudication
4 of any fact or law herein, and the Court having considered the matter and good cause appearing

5 **IT IS HEREBY ORDERED THAT:**

6 1. Defendants, their agents, servants, employees, and attorneys, and all those who
7 act in concert or participation with them, are hereby permanently enjoined from the following
8 acts:

9 a. Using the Fridays’ distinctive system, which includes, without limitation, the
10 distinguishing characteristics of distinctive exterior and interior design and layout, including
11 specially designed décor, furnishings and color schemes, special recipes, menu items and full
12 service bar, menu formats, uniform standards, procedures and techniques for food and beverage
13 preparation and service, automated management information and control systems for inventory
14 controls, cash controls and sales analysis, technical assistance and training through course
15 instruction and manuals, and advertising and promotional programs for the establishment and
16 operation of a TGI Fridays™ Restaurant (collectively the “System”), Fridays’ trade names,
17 service marks, logos, insignias, slogans, emblems, symbols and designs, including “TGI Fridays”
18 and “Fridays,” (collectively the “Proprietary Marks”), and other proprietary materials, except as
19 authorized by Fridays and by the terms of that certain Compromise Settlement Agreement and
20 Mutual Release dated as of July 1, 2015 (the “Settlement Agreement”). Defendants must remove
21 all point of sale materials that Fridays furnished or approved, interior and exterior signage,
22 displays, and other materials bearing the Proprietary Marks or material confusingly similar to the
23 Proprietary Marks, particularly these items located at 7101 Laguna Boulevard, Elk Grove,
24 California 95758 (the “Elk Grove Restaurant”), 10343 North Wolfe Road, Cupertino, California
25 95014 (the “Cupertino Restaurant”), 3101 South El Camino Real, San Mateo, California 94403
26 (the “San Mateo Restaurant”), and at 1168 Galleria Boulevard, Roseville, California 95678 (the
27 “Roseville Restaurant”);

1 b. Except as authorized by Fridays and by the terms of the Settlement Agreement,
2 conducting business and operations using the System, the Proprietary Marks, and other
3 proprietary materials, including at the Elk Grove Restaurant, Cupertino Restaurant, San Mateo
4 Restaurant, and at the Roseville Restaurant; and

5 c. Except as authorized by Fridays and by the terms of the Settlement Agreement,
6 marketing or promoting themselves as Fridays' franchisees at the Elk Grove Restaurant,
7 Cupertino Restaurant, San Mateo Restaurant, and Roseville Restaurant, through and with the
8 System and the Proprietary Marks and other proprietary materials.

9 2. This Permanent Injunction shall bind Defendants, their agents, servants,
10 employees, and attorneys, and all those who act in concert or participation with them who
11 receive actual notice of this Permanent Injunction.

12 3. The Court shall retain jurisdiction for the purpose of enabling any party to this
13 Judgment to apply to the Court at any time for such further orders and directions as may be
14 necessary or appropriate for the construction or the carrying out of this Judgment, for the
15 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
16 and for the punishment of violations hereof, if any.

17 4. The Court shall also retain jurisdiction for the purpose of enforcing the terms of
18 the Settlement Agreement.

19 5. In light of the foregoing stipulation, Plaintiff's motion for preliminary injunction
20 (Doc. 11) is DENIED as moot.

21 The Clerk of the Court is respectfully directed enter this Judgment and close this case.

22 This is a final judgment.

23
24 IT IS SO ORDERED.

25 Dated: July 16, 2015



26 SENIOR DISTRICT JUDGE
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