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6 Attorneys for Plaintiff  
COLDWELL BANKER REAL ESTATE LLC

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8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 COLDWELL BANKER REAL ESTATE ) CASE NO. 2:15-CV-00442-MCE-AC  
11 LLC, a California limited liability company, ) *Assigned to the Hon. Morrison C. England, Jr.*  
12 Plaintiff, ) **ORDER**  
13 vs. )  
14 BHBW, INC., a California corporation doing )  
business as COLDWELL BANKER )  
15 CROSSROADS REAL ESTATE and )  
CROSSROADS REAL ESTATE; and )  
16 BEVERLY HOUSDEN, an individual, )  
17 Defendants. )

18  
19 UPON CONSIDERATION OF Plaintiff Coldwell Banker Real Estate LLC (hereinafter  
20 referred to as “Plaintiff”) and Defendants Beverly Housden individually and as the agent of  
21 BHBW, Inc., doing business as Coldwell Banker Crossroads Real Estate and Crossroads Real  
22 Estate (hereinafter collectively referred to as “Defendants”)'s Stipulation of Parties for Entry of  
23 Judgment and Permanent Injunction,

24 It is hereby ORDERED that:

25 1. Plaintiff shall have Judgment against Defendants, jointly and severally, in the sum  
26 of One Hundred, Thirty-Nine Thousand, Six Hundred, Sixty-Eight Dollars and Five Cents  
27 (\$139,668.05), at the interest rate of 10% per annum until paid.

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1           2.       Defendants and their employees, agents, and all persons acting with them or on  
2 their behalf, are permanently restrained and enjoined from any and all use of the COLDWELL  
3 BANKER® Marks including, but not limited to, the proprietary mark “Coldwell Banker,” all  
4 similar names and marks and any name or mark containing the designation “Coldwell Banker,”  
5 or any other name, designation, or mark, or similar colors or lettering indicating or tending to  
6 indicate that Defendants, or any of them, is an authorized Coldwell Banker franchisee, including  
7 but not limited to any websites.

8           3.       Defendants and their employees, agents, and all persons acting with them or on  
9 their behalf, are permanently restrained and enjoined from all advertising as a Coldwell Banker  
10 franchisee.

11           4.       Defendants and their employees, agents, and all persons acting with them or on  
12 their behalf are permanently restrained and enjoined from using the Coldwell Banker® Marks  
13 system, including but not limited to, operating manuals, training manuals, sales manuals and  
14 aids, listing films and books, advertising and promotional materials, and all technology products,  
15 and all films, cassettes, and instruction manuals which are part of Coldwell Banker’s programs,  
16 that were delivered to Defendants pursuant to the Franchise Agreement.

17           5.       Defendants and their employees, agents, and all persons acting with them or on  
18 their behalf are permanently restrained and enjoined from doing anything which would indicate  
19 that Defendants, or any of them, are or ever were an authorized Coldwell Banker franchisee.  
20 Nothing in this Judgment shall reduce or limit the remedies available to Coldwell Banker should  
21 the Permanent Injunction be violated in any manner.

22           6.       Plaintiff shall forbear execution of the judgment for sixty (60) days after the date  
23 of entry of judgment by this Court.

24           7.       Plaintiff to be entitled to file abstract(s) of judgment in the interim of the sixty  
25 (60) days prior to executing the judgment.

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1           8.       This Court or its successor shall retain jurisdiction in this matter to enforce the  
2 Stipulation of Parties to Enter Judgment and Permanent Injunction. Such a reservation of  
3 jurisdiction is maintained until the terms of the Stipulation of Parties to Enter Judgment and  
4 Permanent Injunction have been fully performed.

5           IT IS SO ORDERED.

6 **Dated: March 30, 2015**

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10 MORRISON C. ENGLAND, JR., CHIEF JUDGE  
11 UNITED STATES DISTRICT COURT  
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