

1 Jeffrey M. Hamerling (Bar. No. 91532)
 2 ARCHER NORRIS PLC
 2033 North Main Street
 Suite 800
 3 Walnut Creek, CA. 94596
 (925) 930-6600 (phone)
 4 (925) 930-6620 (fax)

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5 Cynthia A. Ricketts (*pro hac vice*)
 cindy.ricketts@dlapiper.com
 6 Allison L. Kierman (*pro hac vice*)
 allison.kierman@dlapiper.com
 7 DLA PIPER LLP (US)
 2525 East Camelback Road, Suite 1000
 8 Phoenix, AZ 85016
 9 Tel: 480.606.5100
 10 Fax: 480.606.5101

11 Attorneys for Defendant/Counterclaimant
 12 Best Western International, Inc.

13 IN THE UNITED STATES DISTRICT COURT
 14 FOR THE NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE

15 Adiba Mahroom, an individual; Majid
 16 Mahroom, an individual;
 17 Plaintiff,
 18 vs.
 19 Best Western International, Inc., an Arizona
 20 non-profit corporation; and Does 1 through
 100, inclusive;
 21 Defendants.

Case No. C07-2351-JF (HRL)

[PROPOSED] JUDGMENT AND PERMANENT INJUNCTION

Trial Date: April 27, 2009

Hon. Jeremy Fogel

AND RELATED COUNTERCLAIM

22 On April 27, 2009, a bench trial in this matter commenced and was concluded on May 4,
 23 2009. Having considered the evidence presented at the bench trial, the parties' post trial briefs,
 24 and arguments of counsel, the Court previously issued its Findings and Fact and Conclusions of
 25 Law. *See* Docket No. 253. Therefore, the Court hereby enters Final Judgment and a permanent
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1 injunction against Plaintiffs Majid and Adiba Mahroom (“the Mahrooms”) in favor of Defendant
2 Best Western International, Inc. (“BWI”) on its Counterclaims as follows:

3 A. Judgment is entered in BWI’s favor on the Mahrooms’ claims against BWI for
4 breach of contract and injunctive relief.

5 B. Judgment is entered in the Mahrooms’ favor on their claim against BWI for failing
6 to comply with the California Franchise Relations Act (“CFRA”). The Mahrooms are not entitled
7 to any affirmative relief with respect to BWI’s failure to comply with the CFRA.
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9 C. Judgment is entered in BWI’s favor on its counterclaims against the Mahrooms for
10 breach of contract and trademark infringement under the Lanham Act. BWI is not entitled to any
11 monetary damages with respect to these claims, but is entitled to a permanent injunction as set
12 forth herein.

13 D. The Mahrooms, their agents, servants, employees, consultants, advisors,
14 and attorneys and anyone acting in concert with any of them or in active participation with any of
15 them, and anyone else with actual notice of this Order are **HEREBY ENJOINED AND**
16 **PROHIBITED** from engaging in any of the following or assisting others in any of the following:
17

18 (1) From using, displaying, or referencing BWI’s trade name, trademarks, service
19 marks, logos, and other similar identification symbols and intellectual property that have been,
20 are currently, or in the future may be owned by BWI (the “BWI Marks”) or any colorable
21 imitation thereof or any other confusingly similar marks at, or in conjunction with the operation
22 or marketing of, the Magic Carpet Lodge located at 1874 Fremont Boulevard, Seaside, California.
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24 (2) From using, displaying, or referencing anything consisting of one or more words,
25 letters, designs, or devices which contain any part of the Best Western name or any Best Western
26 symbol, which singularly or together are similar in spelling, sound, appearance, or otherwise are
27 likely to cause confusion with the Best Western name, symbol, or BWI Marks at, or in
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1 conjunction with the operation or marketing of, the Magic Carpet Lodge located at 1874 Fremont
2 Boulevard, Seaside, California.

3 (3) From using, displaying, authorizing, licensing, or assisting or facilitating any other
4 person's or entity's use or display of the BWI Marks or any colorable imitation thereof or any
5 other confusingly similar marks at, or in conjunction with the operation or marketing of, the
6 Magic Carpet Lodge located at 1874 Fremont Boulevard, Seaside, California.

7
8 (4) From using or displaying anything consisting of or incorporating any one or more
9 words, letters, designs, or devices that contain any component of the BWI Marks, or which singly
10 or together are similar in spelling, sound, appearance, or in any other manner to the BWI Marks
11 at, or in conjunction with the operation or marketing of, the Magic Carpet Lodge located at 1874
12 Fremont Boulevard, Seaside, California.

13
14 (5) From using or displaying the BWI Marks to advertise and/or secure reservations
15 on the Internet, including, but not limited to, the following websites: Expedia, Travelocity,
16 Yahoo, Travelhero, and Travelhost for the Magic Carpet Lodge or any hotel/motel property
17 located at 1874 Fremont Boulevard, Seaside, California.

18 E. The Mahrooms are further ordered to remove from all websites, domain names,
19 publications, and any other form of media all links and references linking the Magic Carpet Lodge
20 to BWI's name, symbols, trademarks, and/or the BWI Marks.

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22 F. Within ten (10) days of entry of this Order, the Mahrooms shall file a certificate of
23 compliance with the permanent injunction provisions of this Order.

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G. BWI is the prevailing party in this litigation. BWI shall submit its Motion for Award of Attorneys' Fees and Costs within thirty (30) days of entry of this Judgment.

This is a FINAL JUDGMENT.

Dated: 5/3/2010



JEREMY FOGEL
United States District Judge