

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Walker D. Miller**

Case No. 07-cv-01483-WDM-KMT

DRY CLEANING TO-YOUR-DOOR, INC.,
d/b/a DRY CLEANING TO-YOUR-DOOR,

Plaintiff,

v.

WALTHAM LIMITED LIABILITY
COMPANY, JEFFREY A. LATHAM, and
JULIE W. LATHAM,

Defendants.

CONSENTED TO PERMANENT INJUNCTION ORDER

This matter is before me on the parties' Settlement Agreement and Mutual Release seeking the entry of an injunction for two years. By order dated December 20, 2007 (doc. no. 84), I granted a preliminary injunction after hearings and argument. The parties have now settled this matter by stipulation for the entry of an injunction essentially incorporating my order. Given the parties' agreement and my previous findings, entry of the proposed order is appropriate.

Accordingly, based upon the foregoing, it is ordered:

1. During a two year period commencing today, through and including February 4, 2010, Defendants, Waltham Limited Liability Company, Jeffrey A. Latham, and Julie W. Latham, and all of their officers, agents, servants, employees and attorneys, and those persons in active concert with them who receive actual notice of this order by personal service or otherwise, are hereby permanently enjoined from owning,

maintaining, engaging in, being employed by or having any interest in any business that, directly or indirectly, operates a residential dry-cleaning pick-up and delivery business within the franchise territories, of all of Plaintiff's franchisees in Colorado, including the Defendants' Franchised Territory under the Franchise Agreement between Plaintiffs and Defendants dated December 31, 1996, more particularly described as follows:

- a. The area encompassed by zip code 80125 and the area bounded to the North by U.S. Route 285, to the West by Highway C470 to include Ken Caryl Valley and Willow Springs, to the South by Highway C470, and to the East by Broadway to the intersection of U.S. Route 285; and
- b. The area bounded to the East by Sheridan Boulevard, to the North by Jewell Avenue, to the West by Highway 470, and to the South by Hampden Avenue;
- c. The area encompassed by zip code 80401; and
- d. A five-mile radius around the Defendants' described Franchised Territory.

Notwithstanding the foregoing, the following persons are not subject to this paragraph: Ike Morrow and Joe Ramsey. These persons may be employed by any future purchaser of the Defendants' business.

2. Defendants, and all of their officers, agents, servants, employees and attorneys, and those persons in active concert with them who receive actual notice of this order by personal service or otherwise, are hereby permanently enjoined from

using, by advertising or any other manner, Dry Cleaning To-Your-Door®, and any and all registered and unregistered trademarks and service marks, Plaintiff's trade secrets, confidential information, slogans, signs, symbols or devices forming part of the Plaintiff's franchise system or otherwise used in connection with the operation of the Franchise.

3. This case is otherwise dismissed with prejudice and all parties to this proceeding will bear their own respective costs and attorneys' fees.

DATED at Denver, Colorado, on February 4, 2008.

BY THE COURT:

s/ Walker D. Miller
United States District Judge