

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 11-cv-02607-RBJ-BNB

TUTORING CLUB, LLC,

Plaintiff,

v.

RMA, LLC, and KATHLEEN DEMATTEO,

Defendant.

ORDER FOR ENTRY OF INJUNCTION

THE COURT, having reviewed the Parties' Motion for Entry of Consent Injunction and, being fully advised in the premises, hereby

ORDERS that, for a period of one (1) year from the date of this Order, defendants RMA, LLC ("RMA") and Kathleen DeMatteo ("DeMatteo") are enjoined from engaging in the following activities, and is hereby commanded forthwith to desist and refrain from:

1. Directly or indirectly engaging in or investing in, owning, managing, operating, financing, controlling, or participating in the ownership, management, operation, financing, or control of; being employed by, associated with, or in any manner connected with; lending its or her name or any similar name to; or rendering services or advice to any business that offers or provides tutoring services and related services and items within fifteen (15) miles of 1445 Nelson Road, Longmont, Colorado 80501;

2. Directly or indirectly engaging in or investing in, owning, managing, operating, financing, controlling, or participating in the ownership, management, operation, financing, or control of; being employed by, associated with, or in any manner connected with; lending its or

her name or any similar name to; or knowingly rendering services or advice to any business that offers or provides tutoring services and related services and items within fifteen (15) miles of any business owned or operated by plaintiff, Tutoring Club, LLC (“Tutoring Club”), or any affiliate or franchisee of Tutoring Club;

3. Knowingly soliciting or attempting to solicit any client of Tutoring Club or any client of any affiliate or franchisee of Tutoring Club;

4. Knowingly soliciting, employing, or otherwise engaging as an employee, independent contractor, or otherwise, any person (an “Employee”) who is at the time of this Order or previously was an employee of Tutoring Club or of any affiliate or franchisee of Tutoring Club; or in any manner inducing or attempting to induce an Employee to terminate his or her employment with Tutoring Club or with any affiliate or franchisee of Tutoring Club;

5. Knowingly interfering with Tutoring Club’s relationship with any person, including any person who at any time from March 6, 2007 through the date of this Order was an employee, contractor, supplier, or client of Tutoring Club or of RMA’s former Tutoring Club franchise;

6. Directly or indirectly using, exploiting, reproducing, selling, or selling reproductions of any materials bearing any trademark owned by Tutoring Club or consisting of any copyrighted materials owned by Tutoring Club or its affiliate, Tutormark, LLC, without consent from Tutoring Club or from Tutormark, LLC;

7. Directly or indirectly using, communicating to competitors of Tutoring Club, exploiting, or divulging in any way, for purposes of competing with Tutoring Club, any of Tutoring Club's nonpublic trade secrets, proprietary information, nonpublic technical data, or nonpublic know-how that relates to Tutoring Club’s business or to a franchisee of Tutoring

Club, including Tutoring Club's franchise operating manual, its quality control systems, its tutor recruiting and training materials and programs, its tutoring materials and programs, Tutoring Club's proprietary software used to operate a Tutoring Club franchise, and nonpublic information regarding Tutoring Club's salaries, research, items, services, developments, inventions, processes, techniques, designs, marketing, finances, field operations, employee recruiting, and supplier relations; and

8. Notwithstanding any language above to the contrary, nothing contained in this Order shall in any way enjoin, preclude, restrict, or limit DeMatteo's participation or engagement in any service, activity, or role for any individual or entity for which DeMatteo does not receive compensation (other than reimbursement for expenses incurred).

IT IS FURTHER ORDERED that this Court shall maintain jurisdiction to enforce the terms of this Order for any violation thereof.

SO ORDERED this 18th day of January, 2012.

BY THE COURT:

A handwritten signature in black ink, appearing to read "R. Brooke Jackson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

R. Brooke Jackson
United States District Judge