

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge Raymond P. Moore**

Civil Action No. 13-cv-01751-RM-CBS

STEAK N SHAKE ENTERPRISES, INC., and  
STEAK N SHAKE, LLC,

Plaintiffs,

v.

GLOBEX COMPANY, LLC,  
SPRINGFIELD DOWNS, INC.,  
CHRISTOPHER BAERNS,  
LARRY BAERNS,  
KATHRYN BAERNS, and  
CONTROL, LLC,

Defendants.

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**PERMANENT INJUNCTION**

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By Order (“PI Order”) dated September 3, 2013, this Court granted Plaintiffs preliminary injunctive relief, ordering, among other things: (1) Defendants Globex Company, LLC and Springfield Downs, LLC (collectively, “Franchisees”) to cease and desist from using Plaintiff Steak n Shake, LLC’s “Marks,” as that term is defined in the License Agreements (ECF Nos. 11-5, 11-7); and (2) Defendants Christopher Baerns, Larry Baerns, and Kathryn Baerns (collectively “Guarantors”) to comply with Franchisees’ obligations under the PI Order should Franchisees failed to do so, in accordance with Guarantors’ obligations under “Appendix B-1 to Franchise Agreement” (ECF Nos. 11-4, 11-6). By Order dated June 23, 2015, this Court granted Plaintiffs’ Motion for Summary Judgment and request for permanent injunctive relief against Franchisees

and Guarantors as to the use of the Marks and, accordingly, to make permanent the preliminary injunction entered under the PI Order as to such use. Accordingly, it is

**ORDERED** that Defendants Globex Company, LLC and Springfield Downs, LLC, their respective officers, agents, servants, employees, and attorneys are permanently **ENJOINED** from, directly or indirectly, using the Marks or any simulation thereof; and it is

**FURTHER ORDERED** that to the extent Defendants Globex Company, LLC and Springfield Downs, LLC shall fail to comply with their obligations as ordered herein, Defendants Christopher Baerns, Larry Baerns, and Kathryn Baerns are **ORDERED** immediately to comply with all obligations imposed by Section 6(b) of the Personal Guaranty and Personal Covenants by Principal Owners, Appendix B-1 to the Franchise Agreements.

DATED this 23rd day of June, 2015.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'Raymond P. Moore', is written over a horizontal line.

RAYMOND P. MOORE  
United States District Judge