

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
**Judge Philip A. Brimmer**

Civil Action No. 15-cv-00407-PAB-CBS

QFA ROYALTIES LLC and  
THE QUIZNO'S MASTER LLC,

Plaintiffs,

v.

TASTY SUB ENTERPRISES, INC.,  
BEST SUB ENTERPRISES, INC.,  
ABBAS GHANEI, and  
AZITA GHANEI,

Defendants.

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**ORDER**

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This matter is before the Court on the Motion for Preliminary Injunction [Docket No. 10] filed by plaintiffs QFA Royalties LLC and The Quizno's Master LLC. At an April 28, 2014 hearing, the parties informed the Court that they had reached an agreement to resolve the present motion and requested that the Court enter a stipulated injunction. Docket No. 44. The Court directed the parties to file a document setting forth the terms of the requested injunction. On April 30, 2015, the parties jointly filed a draft order setting forth the terms of the requested injunction. Docket No. 45. Pursuant to the parties' representations at the hearing, the Court construes the draft order as a stipulation and makes the following findings:

1. Defendants are former Quizno's franchisees who owned and operated a franchised Quizno's sub restaurant at 15 W. 5th Street in Tulsa, Oklahoma.

2. Defendants now operate a restaurant known as the "Downtown Deli" out of the same 15 W. 5th Street location.

3. On March 6, 2015, plaintiffs filed a motion for preliminary injunction, seeking to enjoin defendants from infringing on plaintiffs' trademarks and trade dress in violation of the Lanham Act, engaging in unfair competition in violation of the Lanham Act, and breaching post-termination non-competition obligations under the franchise agreements between plaintiffs and defendants.

4. Without any admission of liability or wrongdoing and to avoid the expense of further litigating plaintiffs' motion for a preliminary injunction, the parties have agreed to resolve plaintiffs' motion according to the terms set forth below.

Wherefore, pursuant to Fed. R. Civ. P. 65 and the parties' stipulation, it is

**ORDERED** that, on or before May 1, 2015, defendants' Downtown Deli restaurant will cease selling sandwiches. It may continue to sell gyros flatbreads. It is further

**ORDERED** that, on or before May 29, 2015, defendants will make the following modifications to the Downtown Deli: (1) repaint the interior walls different colors, (ii) remove Quizno's proprietary oven, (iii) remove Quizno's proprietary pepper bar, and (iv) remove or modify Quizno's proprietary millwork, which is the woodwork that spans the entire length of the service area from the order station to the pick-up/pay station and includes the area underneath the sneeze guard. It is further

**ORDERED** that no party may use this Order for any purpose other than to enforce the terms of the injunctive relief set forth herein. It is further

**ORDERED** that this Order binds those persons described in Fed. R. Civ. P. 65(d)(2). It is further

**ORDERED** that, pursuant to the parties' stipulation, the Court finds that it is appropriate to order the requested injunctive relief without requiring plaintiffs or defendants to post a bond under Fed. R. Civ. P. 65(c). It is further

**ORDERED** that the terms of this Order will remain in effect pending resolution of the parties' claims on the merits or further order of the Court. It is further

**ORDERED** that plaintiffs' Motion for Preliminary Injunction [Docket No. 10] is **DENIED** as moot.

DATED May 1, 2015.

BY THE COURT:

s/Philip A. Brimmer  
PHILIP A. BRIMMER  
United States District Judge