

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge Christine M. Arguello**

Civil Action No. 18-cv-01011-CMA-NRN

AAAC SUPPORT SERVICES, LLC,

Plaintiff,

v.

TODD GROSE,  
KELLY GROSE,  
PEST TEAM SIX LLC, and  
THE PEST GROUP LLC,

Defendants.

---

**ORDER GRANTING MOTION FOR ENTRY OF DEFAULT JUDGMENT REGARDING  
CONFIRMATION OF ARBITRATION AWARD**

---

THE COURT, being duly advised in the premises, hereby orders adjudges and decrees the following:

1. The Motion for Entry of Default Judgment Regarding Confirmation of Arbitration Award (Doc. # 20) filed by Plaintiff AAAC Support Services, LLC ("Plaintiff AAAC") is granted as to Defendant Pest Team Six, LLC ("Defendant Pest Team") only.
2. The Interim Award Granting Preliminary Injunctive Relief, a copy of which is found at Doc. # 1-3, is confirmed pursuant to 9 U.S.C. § 9 and made the Preliminary Injunction of this Court.

3. In particular, Defendant Pest Team is enjoined until the arbitration hearing in this matter as follows:

a. Directly engaging - for a period of two years from the date of this Interim Award - in a wildlife control business or any other business which is similar to the business of Defendant Pest Team's former AAAC franchise, or a business which offers or sells any product, service or component which is part of the AAAC System within the market of Defendant Pest Team's former Reserved Areas pursuant to the post-term covenant not to compete in Section 15.D of the Franchise Agreements; or (ii) engaging indirectly in a wildlife control business or any other business similar to the business of Defendant Pest Team's former AAAC franchise by, without limitation, consulting for any competing business, serving as an independent contractor for a competing business, or providing any assistance or transmission of information of any kind which would be of material assistance to a competing business in violation of Section 15.D of the Franchise Agreements;

b. Using or distributing any Confidential Information of Plaintiff AAAC, including AAAC's Operations Manual or any customer lists or customer records and files; and

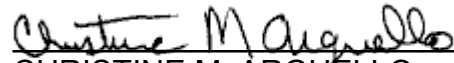
c. Using the AAAC Marks in any form including: (i) on any website, social media site such as Facebook, LinkedIn, Twitter, Google+, FourSquare, Yelp, YouTube, Tumblr, Instagram, Pinterest, or any other internet source; (ii) in any print medium including flyers, newspapers, magazines, door hangers, service

agreements, or any other print marketing materials; (iii) on any apparel; (iv) in any radio or television advertisements; (v) in any written or electronic communication including, without limitation, e-mail messages, pre-recorded telephone solicitations or audio hold tracks, and written letters; or (vi) in any other form whatsoever, including, without limitation, check endorsement stamps.

For the foregoing reasons, Plaintiff AAAC's Motion for Entry of Default Judgment Regarding Confirmation of Arbitration Award (Doc. # 20) is GRANTED.

DATED: October 29, 2018

BY THE COURT:

  
CHRISTINE M. ARGUELLO  
United States District Judge