

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

VANTAGE HOSPITALITY GROUP, INC.,
f/k/a BEST VALUE INN BRAND
MEMBERSHIP, INC., a Florida corporation,

Plaintiff,

CASE NO. 12-cv-60356

v.

HENDERSON MOTELS, INC. and
MAHENDRA PATEL,

Defendants.

**CONSENT PERMANENT INJUNCTION
AND STIPULATION TO ENTRY OF JUDGMENT**

This matter came before the Court upon the consent of Plaintiff, VANTAGE HOSPITALITY GROUP, INC., and Defendants, Henderson Motels, Inc. and Mahendra Patel (jointly, “Defendants”). The Parties have now settled this matter.

Consent Permanent Injunction

Upon the stipulation and agreement of the Parties, and based upon the recitals set forth below, this Court hereby enters a consent permanent injunction against Defendants as follows:

WHEREAS, Plaintiff commenced this civil action on February 28, 2012, for – among other claims – federal service mark infringement and counterfeiting of the registered trademark AMERICAS BEST VALUE INN BY VANTAGE and Design®, Reg. No. 3216237 (the “Mark”). Plaintiff sought injunctive relief against Defendants in the Complaint;

WHEREAS, Defendants consent to this Court’s jurisdiction over the subject matter of this action and over Defendants, and that venue in this District is proper and appropriate;

WHEREAS, Defendants acknowledge that the Mark is valid and subsisting;

NOW, THEREFORE, it is hereby ordered, adjudged, and decreed that:

1. Defendants, their officers, directors, servants, agents, employees, attorneys and representatives, and each of them, and those parties acting in concert or participating with them, are PERMANENTLY ENJOINED from:

(a) displaying or otherwise using, or advertising, offering for sale, or selling any goods or services using, any name or mark similar to the Mark;

(b) Committing any other act which falsely represents or which has the effect of falsely representing that the services of Defendants are licensed by, authorized by, offered by, sponsored by, or in any other way associated with Plaintiff;

(c) Otherwise infringing upon and/or counterfeiting the Mark;

(d) Otherwise unfairly competing with Plaintiff; and

(e) Aiding, assisting or abetting any other party in the acts prohibited by subparagraphs (a) through (d).

2. Defendants shall file with the Court and serve upon Plaintiffs' counsel within ten (10) days of the entry of this Order a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with this Consent Injunction.

3. This Court shall retain jurisdiction over this matter for purposes of enforcing or interpreting this Consent Injunction upon motion of any party.

Stipulation to Entry of Judgment

As part of the parties' settlement agreement, Defendants have agreed to pay Plaintiff \$10,000. The parties hereby stipulate that, should Defendants fail to make such payment, the Court shall enter judgment in the amount of \$15,000 upon motion by Plaintiff.

The Court shall retain jurisdiction over this matter for purposes of resolving any claims or actions arising from the parties' settlement agreement or its interpretation.

CONSENTED TO BY THE PARTIES:

Vantage Hospitality Group, Inc.

By: B. Petroutsas
Bessie Petroutsas,
Associate General Counsel

Date: 05.08.2012

Henderson Motels, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Mahendra Patel

Date: _____

Stipulation to Entry of Judgment

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The Court shall retain jurisdiction over this matter for purposes of resolving any claims or actions arising from the parties' settlement agreement or its interpretation.

IT IS SO ORDERED:

Date: May 9th, 2012


Robert N. Scola, Jr., U.S. District Judge

CONSENTED TO BY THE PARTIES:

Vantage Hospitality Group, Inc.

By: _____
Bessie Petroutsas,
Associate General Counsel

Date: _____

Henderson Motels, Inc.

By: Mahendra Patel

Name: Mahendra Patel

Title: President

Date: 5/8/12

Mahendra Patel

Mahendra Patel

Date: 5/8/12