

CASE LOMBARDI & PETTIT  
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ERA FRANCHISE SYSTEMS LLC

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

ERA FRANCHISE SYSTEMS LLC,  
fka ERA FRANCHISE SYSTEMS,  
INC.,

Plaintiff,

vs.

ERIN WAKABAYASHI; NEW ERA  
REALTY,

Defendants.

CIVIL NO.: CV09-00078 JMS BMK  
(Breach of Contract)

**ORDER OF PERMANENT  
INJUNCTION**

**ORDER OF PERMANENT INJUNCTION**

Plaintiff ERA FRANCHISE SYSTEMS LLC, fka ERA FRANCHISE  
SYSTEMS, INC., is a limited liability company organized and existing under the

laws of the State of Delaware with its principal place of business in Parsippany, New Jersey, and is registered in the State of Hawaii as a foreign limited liability company. ERA®, its affiliates, successors, assigns, officers, directors, employees, shareholders, owners, agents, and representatives are collectively referred to as “ERA®.”

Defendant ERIN WAKABAYASHI (“Wakabayashi”) is a resident of the State of Hawaii and is an owner of Defendant NEW ERA REALTY (“NEW ERA”), a Hawaii sole proprietorship with its principal place of business in Hilo, Hawaii. Wakabayashi, New Era, and their affiliates, successors, assigns, officers, directors, employees, shareholders, owners, agents, and representatives are collectively referred to as “Defendants” or “NEW ERA.”

Defendants have no rights in the ERA® trademark, or any related marks, including but not limited to “New Era Realty.”

Defendants and their principals, officers, agents, servants, employees, attorneys, and those persons under their control or in active concert or participation with them who receive actual notice of this Order of Permanent Injunction by personal service or otherwise, are hereby **PERMANENTLY ENJOINED AND RESTRAINED** from:

- (a) Using or infringing on ERA®’s trademarks, service marks, logos, or trade names, including the mark “ERA”;

- (b) Passing off any of their services as those of ERA® or its authorized franchisees;
- (c) Performing any act likely to cause the public to believe that Defendants' products and services are affiliated or associated with, or otherwise franchised, licensed, authorized, or approved by ERA®;
- (d) Engaging in any activity constituting unfair competition with ERA® or its franchisees; and
- (e) Assisting, aiding, or abetting any other person or entity in engaging in or performing any of the activities described in (a) through (d) above.

Defendants shall hereby:

- (a) Through personal service or otherwise, notify all their customers of the termination of their franchise;
- (b) Notify the telephone company directory publishers within ten (10) business days from entry of this Order of Permanent Injunction that Defendants no longer have the right to use any ERA® marks and request that they remove Defendants' listing from the directory;
- (c) Deliver to ERA®'s counsel, Case Lombardi & Pettit, Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 2600, Honolulu, Hawaii 96813, within ten (10) business days from entry of this Order of Permanent Injunction, all signs, prints, marketing materials,

letterhead, advertisements, periodicals, business cards, forms, and other materials in their possession, custody, or control containing the ERA® mark, at Defendants' cost;

- (d) Deliver to ERA®'s counsel within ten (10) business days from entry of this Order of Permanent Injunction all ERA® instructional information, confidential information, and technology products;
- (e) Promptly contact any websites of which they are presently aware, or of which they become aware, by ERA® or otherwise, that advertises or otherwise lists their business as having an association or sponsorship with ERA® and advise said websites to immediately remove the information reflecting the association with or sponsorship by ERA®; and
- (f) File with the Court and serve upon ERA®'s counsel within ten (10) business days after the entry of this Order of Permanent Injunction, a written report, under oath, setting forth in detail the manner in which Defendants have complied with this Order of Permanent Injunction.

This Court shall retain jurisdiction to enforce this Order of Permanent Injunction. If either or both Defendants shall be alleged to have breached the terms of this Order of Permanent Injunction, ERA® shall have the right to enforce this Order of Permanent Injunction upon motion filed and heard on an expedited basis.

In that event, ERA® may pursue any and all remedies it may have against either or both Defendants, and shall be entitled to recover its attorneys' fees and costs for any further prosecution of this Order of Permanent Injunction.

DATED: Honolulu, Hawaii, November \_\_\_\_, 2009.

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JUDGE OF THE ABOVE-ENTITLED COURT