

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

NOBLE ROMAN'S, INC.,

Plaintiff,

vs.

CITY CENTER FOOD CORP., INC.,

Defendant,

Case No. 1:09-cv-1268-TWP-DML

DEFAULT JUDGMENT ENTRY

Comes now Plaintiff, Noble Roman's, Inc. ("Noble Roman's"), by counsel, and it appearing to the satisfaction of the Court by the Summonses issued herein that Defendant, City Center Food Corp., Inc. ("City Center"), has been duly served with process;

And the Court, having acquired personal and subject matter jurisdiction over the parties and the issues herein contained, pursuant to Noble Roman's Complaint filed and the Summonses issued herein and evidence presented on damages;

This cause is now submitted to the Court for findings, and the Court, being duly advised in the premises, now finds for Noble Roman's and against City Center.

It is therefore ORDERED, ADJUDGED, AND DECREED as follows:

1. Noble Roman's is entitled to judgment in its favor and against City Center for \$14,559.05 in attorneys' fees and costs.
2. Under 15 U.S.C. § 1117(a), the Court finds the amount of recovery based on profits is either inadequate or excessive and in its discretion enters judgment of \$50,000.00 for lost franchise fees, a sum which the court finds to be just, according to the circumstances of the case, and for \$30,800.00 for loss of royalty fees.

3. The total judgment is the sum of \$95,399.05, plus post-judgment interest at the statutory rate until paid and all costs of collection.
4. City Center and its Principals, shall not own, maintain, operate, engage in, be employed by or have any financial or beneficial interest in, advise, assist or make loans to, any business that is of the character and concept similar to Noble Roman's pizza, including a restaurant business that offers as a primary menu item or mix of menu items fresh baked pizza or breadsticks, which business is, or is intended to be, located within one (1) mile radius of 708 South Broadway in Los Angeles, California (the "Location"), for a period of two years from the date of this Default Judgment Entry.
5. City Center shall remove from the Location all signage, advertising and promotional materials, trade dress, menu boards, and any other item bearing the Noble Roman's® trademark.
6. City Center shall return to Noble Roman's at Defendant's expense the following items within 30 days from the date of this Default Judgment Entry:
 - A. All Noble Roman's confidential and proprietary manuals, including but not limited to the standard operating procedure manual, operation sheets, checklists, the opening manual, the marketing guide, the marketing manual, the marketing resource guide, and any order guides;
 - B. All written directives and instructions provided by Noble Roman's for the operation of the Noble Roman's franchise;
 - C. All records pertaining to the Noble Roman's franchise, excluding payroll records and employee records but including all sales, customer, and vendor records, and electronic copies of the customer and sales history information contained in the POS system (with the contents of the POS system voided or

deleted thereafter);

- D. Any and all agreements entered into for the operation of the Noble Roman's franchise;
- E. All files relating to the operation of the Noble Roman's franchise;
- F. All correspondence relating to the operation of the Noble Roman's franchise, including but not limited to distributors;
- G. All invoices relating to the operation of the Noble Roman's franchise, including but not limited to distributors;
- H. All proprietary ingredients;
- I. All interior and exterior signage and façade, including any item that contains the words, logos, or trademark "Noble Roman's;"
- J. All trade dress, including wall art murals, and any photographs of Noble Roman's menu items;
- K. All advertising and sales promotion materials, including menu boards, face panels of the menu boards, carry-out menus, boxes, napkins, posters, banners, coupons, flyers, frequency cards and gift certificates, and anything else containing the "Noble Roman's Pizza" name, logo, or trademarks;
- L. All uniform shirts, hats, and aprons containing the "Noble Roman's Pizza" name, logo, or trademarks;
- M. All freestanding displays containing the "Noble Roman's Pizza" name, logo, or trademarks;
- N. All stationery containing the "Noble Roman's Pizza" name, logo, or trademarks;
- O. All forms, including but not limited to inventory forms, and food cost

calculation forms, containing the “Noble Roman’s Pizza” name, logo, or trademarks; and

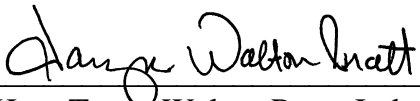
P. Any other item bearing the “Noble Roman’s Pizza” name, logo, or trademarks, and such other trade names, service marks, trademarks, logo emblems, or indicia of origin that are designated for use in connection with the operation of a Noble Roman’s franchise;

There is no just reason for delay, and Noble Roman’s is entitled to default judgment as a matter of law.

The Clerk of the Court is directed to enter default judgment in favor of Noble Roman’s and against City Center Food Corp. Inc, in the total sum of \$95,399.05, plus post-judgment interest at the statutory rate until paid and all costs of collection.

IT IS SO ORDERED.

Dated: 09/07/2010



Hon. Tanya Walton Pratt, Judge
United States District Court
Southern District of Indiana

Distribution to:

Peyton Louis Berg
BOSE MCKINNEY & EVANS, LLP
pberg@boselaw.com, jupshaw@boselaw.com

J. Brian Urtnowski
URTNOWSKI & ASSOCIATES, P.C.
brianu@jbulaw.net