

UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE

H.C. THIBODEAU NORTHEAST	)	
DISTRIBUTION d/b/a	)	
THIBODEAU'S ICE CREAM,	)	
	)	
Plaintiff,	)	
	)	
v.	)	2:17-cv-00082-JAW
	)	
BRENT B. JOHNSON,	)	
	)	
Defendant.	)	

**STIPULATED ORDER**

This matter having proceeded on April 4, 2017 for oral argument and evidentiary hearing on Plaintiff H.C. Thibodeau Northeast Distribution cl/b/a Thibodeau's Ice Cream's ("TIC") Motion for Preliminary Injunction (ECF No. 3) and a rebuttal evidentiary hearing on August 11, 2017, and upon the consent of the parties, the Court enters the following order.

Johnson is ordered to refrain from the following listed sales, merchandising and delivery activities until January 24, 2019.

Sales

Johnson is not to make or participate in any sales calls to any independent convenience store or convenience store chains in Maine, New Hampshire, Vermont and Upstate New York including the following:

1. 7 Eleven
2. Circle K
3. Speedway RH Foster owned C-stores using branded names Freshies, On the Run or Circle K
4. Maritime Farms
5. Leadbetter
6. Tradewinds
7. Damon Stores & Deli's
8. Big Apple Stores

9. Nouria owned stores or franchisee using branded names Shell Marts, Lil Marts, J&S, X-Press Stops, Golden Nozzle, FL Roberts, Roady's Truck Stops, Valero's, Sunoco Sun Marts, Sebago Cafes
10. Amato's corporate owned and franchisee
11. Global Partner LP and Global Montello Group using branded names ALL Towns, On the Runs, Xtra Marts, Fast Freddie's and Mr. Mike's
12. Kwik Stops owned and franchisee
13. Evans Quick Marts
14. Champlain Farms
15. Simons
16. Maplefields
17. Jolley's
18. Jiffy Marts
19. Max Markets convenience and small grocery stores
20. Value Channel and Family Dollar Value Stores
21. Walgreens, CVS, Rite Aid and Kinney Drugs Stores

### Merchandising

Except with respect to large format stores, Johnson is restricted from headquarters' calls, resets, signage merchandising and installation and removal of equipment in any independent convenience store in Maine, New Hampshire, Vermont and Upstate New York and for each of the convenience store chains identified in the 21 — item list under the Sales section of this order.

Merchandising, on a temporary fill in basis, in accounts presently or in the future shared by TIC and Sure Winner is to exclude headquarters' calls, resets, signage merchandising and installation and removal of equipment. In addition to merchandising on a temporary fill in basis, Johnson can audit and supervise at the store level merchandisers for whom Johnson is the Field Operations Manager.

Deliveries

Johnson is restricted from selling off a delivery truck.

Johnson is restricted from delivering to any independent convenience store in Maine, New Hampshire, Vermont and Upstate New York.

Johnson can make deliveries, on a temporary fill in basis, in accounts presently or in the future shared by TIC and Sure Winner. In addition to such deliveries made on a temporary fill in basis, Johnson can audit and supervise at the store level route delivery drivers for whom Johnson is the Field Operations Manager.

No costs are awarded to either party.

SO, ORDERED.

/s/ John A. Woodcock, Jr.  
JOHN A. WOODCOCK, JR.  
UNITED STATES DISTRICT JUDGE

Dated this 30th day of August, 2017