

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

MEGADANCE USA CORP. AND FRED
ASTAIRE DANCE STUDIOS, INC.,

Plaintiffs,

v.

GARDENS DANCE STUDIO, INC., a Florida
Corporation, PARK AVENUE DANCE, INC.,
a Florida Corporation, KYOUNG-IM
CARVALHO a/k/a KYONG-IM KANG, and
CLAUDE CREVIER,

Defendants.

CIVIL ACTION NO. 3:09-CV-30095 (MAP)

ORDER

THIS MATTER having come before the Court upon the application of Plaintiffs Megadance USA Corp. and Fred Astaire Dance Studios, Inc. (collectively "Plaintiffs") for entry of an Order of judgment against defendants Gardens Dance Studio, Inc. and Kyoung-Im Carvalho a/k/a Kyong-im Kang ("Defendants"), and the Court having read and considered the documents submitted; and for good cause shown,

IT IS on this 3rd day of February, 2011, **ORDERED** as follows:

1. Defendants Gardens Dance Studio, Inc. and Kyoung-Im Carvalho a/k/a Kyoung-Im Kang are hereby **ORDERED** to pay to Plaintiffs the sum of \$137,325.41 plus statutory interest from the date of this judgment forward in accordance with 28 U.S.C. § 1961.

2. It is **FURTHER ORDERED** that this final judgment includes and incorporates by reference all prior relief ordered by the Court, including the permanent injunctive relief, granted in the Court's Order dated April 22, 2010. Specifically, Defendants are hereby permanently enjoined and restrained as follows:

- a) Defendants are restrained and enjoined from operating a website bearing the web address of www.fredastairepalmbeach.com.
- b) Defendants are restrained and enjoined him from using all names or equivalent names associated with Plaintiffs' franchises.
- c) Defendants are restrained and enjoined from using and shall immediately transfer to Plaintiffs or their designee all telephone numbers associated with the former franchise in Lake Park, Florida, including the number listed on Defendants' website as 561-863-5163.
- d) Defendants shall immediately and permanently remove from their website all references to the telephone numbers associated with the former franchise in Lake Park, Florida, including the number listed on Defendants' website as 561-863-5163, and will cease listing such number on any printed advertising.
- e) Defendants are prohibited and enjoined from using any of the trademarks owned and/or licensed by Plaintiffs, or any marks confusingly similar to them.
- f) Defendants shall deliver immediately to Plaintiffs or their designee all brochures, manuals, software, marketing and promotional materials, and signage of any kind bearing any of Plaintiffs' trademarks.
- g) Defendants immediately shall cease using trademarks, trade names, service marks, signs, and other forms of advertising, and


indicia as franchisees of Plaintiffs, including all logos, materials, signs, websites, proprietary instruction materials, and other articles displaying Plaintiffs' marks.

- h) Defendants immediately shall cease instructing any student using Plaintiffs' proprietary instruction materials and will return immediately all such materials to Plaintiffs or their designee.
- i) For a period of two years from the date of this Order, Defendants will comply with the Franchise Agreement by not owning, engaging in, operating, managing, purchasing, investing, franchising, lending money to, or leasing or sub-leasing to, or agreeing to sell or selling all or a majority of the assets of the franchise to any competing dance instruction business within a area of twenty-five miles outside the boundaries of the designated territory for the Lake Park Franchise that was located at 905 U.S. Highway 1, Unit #1, Lake Park, Florida 33403. If Defendants violate this injunction, then the length of the injunction set forth in this paragraph shall be extended by a period equal to the length of time that Defendants violate the injunction.
- j) For a period of two years from the date of this Order, Defendants will permanently cease operating the former Fred Astaire franchise dance studio in Lake Palm, Florida and the Park Avenue Dance Studio in West Palm Beach, Florida, and refrain from representing to the public that Defendants are present or former franchisees of

Plaintiffs. If Defendants violate this injunction, then the length of the injunction set forth in this paragraph shall be extended by a period equal to the length of time that defendants violate the injunction.

3. It is **FURTHER ORDERED** that if Defendants fail or refuse to act in accordance with all the terms of the Permanent Injunction set forth above, the United States Marshal and his deputies are authorized and directed to take all actions reasonably necessary to enforce said terms of this Court's Injunction.

IT IS SO ORDERED


U.S.D.J.