

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BUTTE DIVISION

MYSTERY RANCH, LTD	)	
	)	
Plaintiff,	)	Case No. 2:18-CV-00022-BMM
	)	
v.	)	
	)	
RONDAYVU MANUFACTURING ,	)	
CORP., and DALISAY “DAISY”	)	
SLOWIK,	)	
Defendants.	)	

**AMENDED CONSENT DECREE**

Pursuant to the stipulation between Plaintiff Mystery Ranch Ltd., (“Mystery Ranch”) and Defendants Rodayvu Manufacturing Corp. (“Rodayvu”) and Dalisay “Daisy” Slowik (“Slowick”) (together, “Defendants”) and for good cause shown, it is hereby:

**ORDERED** that Defendants along with their directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those persons or entities acting in concert or participation with them, shall be and hereby are henceforth PERMANENTLY ENJOINED AND RESTRAINED excepting those acts arising and preceding from performances in pursuance of and as by products of the activities of sale, distributing, displaying or offering for sale of the finished goods contemplated, including but not limited to all telephone and in-

person oral communications, all websites and internet usage, emails, and other electronic media, and all letters, and other forms of promotional or marketing materials whatsoever in so far as such acts are in pursuit of the terms and covenants under the parties' Settlement Agreement and Mutual Release from:

Using the Mystery Ranch marks henceforth from date of this issue, including, but not limited to, U.S. Trademark Registration Nos. 2,472,169 ("MYSTERY RANCH") and 2,689,819 ("MYSTERY RANCH SYSTEM") and any marks similar thereto; and

Providing, offering, distributing, displaying or dispensing any goods or services which contain, reference, display, or bear the MYSTERY RANCH marks, and any marks similar thereto excepting those which may have been the subject and/or by-product of the Purchase Order arising from the parties' previously effective License Agreement; and

Using the MYSTERY RANCH marks, and any names or marks similar thereto, in connection with the identification, promotion, sale, or offering for sale of any goods or services, including but not limited to all telephone and in-person oral communications, all websites and internet usage, emails, and other electronic media, and all printed promotional materials, flyers, letters, and other forms or promotional or marketing materials whatsoever unless they be connected to or arising from and by reference of defendants' previous work with MYSTERY

RANCH pursuant to their previously effective license Agreement and as their actions are sanctioned by MYSTERY RANCH in connection with their settlement Agreement and Mutual Release; and

Engaging in any conduct that tends to falsely represent that, or is likely to confuse, mislead, or deceive, customers, suppliers, vendors, employees, and/or members of the public to believe that the actions of Defendants are connected with Mystery Ranch, are sponsored, approved, or licensed by Mystery Ranch, or are in any way connected or affiliated with Mystery Ranch excepting only those as stipulated by the parties relative to Defendants' previous work with MYSTERY RANCH.

Defendants shall be liable for the acts of employees and agents in accordance with state and federal law.

**SO ORDERED.**

Dated: 1/11/19



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Brian Morris  
United States District Judge