

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEBRASKA

HOME INSTEAD, INC., a)	
Nebraska corporation,)	
)	
Plaintiff,)	8:11CV89
)	
v.)	
)	
RAEGAN J. LEMAIRE, an)	PERMANENT INJUNCTION
individual, and LEMAIRE)	
ENTERPRISES, LLC, a)	
Louisiana limited liability)	
company,)	
)	
Defendants.)	
)	

Pursuant to the memorandum opinion entered herein this date,

IT IS ORDERED that defendants are enjoined as follows:

1) Defendants shall immediately cease and are hereby permanently prohibited from representing by any means whatsoever, directly or indirectly, that defendants, any products or services offered by defendants, or any activities undertaken by defendants are associated, affiliated, sponsored, or connected in any way with Home Instead.

2) For a period of two (2) years from the date of this order, defendants and all other persons under their authority or acting in concert with defendants or on their behalf SHALL NOT either directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership, limited liability company, corporation, or other entity or arrangement:

i) divert, or attempt to convert any business or customer of any

Franchised Business (as defined in the Franchise Agreement) to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System (as both terms are defined in the Franchise Agreement);

ii) own, maintain, operate, engage in, or have any financial or beneficial interest (including any interest in a corporation, partnership, limited liability company, trust, unincorporated association, or joint venture), advise, assist, or make loans to any Competitive Business (as defined in the Franchise Agreement) that is located within or that is intended to be located within the Exclusive Area (as defined in the Franchise Agreement) granted Franchisee or within the Exclusive Area granted any franchisee within the System or within a seventy-five (75) mile radius of the premises of the Franchised Business granted by the Franchise Agreement or within a seventy-five (75) mile radius of the location of any existing HOME INSTEAD SENIOR CARE® franchise, any HOME INSTEAD SENIOR CARE® franchise under construction, or any planned HOME INSTEAD SENIOR CARE® franchise where land has been purchased or a lease has been executed by Franchisor, its affiliate or any franchisee.

DATED this 12th day of July, 2011.

BY THE COURT:

/s/ Lyle E. Strom

LYLE E. STROM, Senior Judge
United States District Court