

NOT FOR PUBLICATION

(Doc. No. 9)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

_____	:	
DOCTOR’S ASSOCIATES INC.,	:	
	:	
Plaintiff,	:	
	:	Civil No. 13-1611 (RBK/AMD)
v.	:	
	:	ORDER
RAKESH B. PATEL and JAI	:	
SANTOSHIMA, INC.,	:	
	:	
Defendants.	:	

KUGLER, United States District Judge:

THIS MATTER having come before the Court upon the unopposed motion of Plaintiff Doctor’s Associates Inc., upon notice to Defendants, Rakesh B. Patel and JAI Santoshima, Inc., and the Court having considered the moving papers, and for the reasons set forth in the accompanying Opinion issued this date;

IT IS HEREBY ORDERED that Plaintiff’s motion for a default judgment confirming Arbitration Award # 34475 issued by Mark J. Svonkin on January 14, 2013, and Arbitration Award # 26746/25696 issued by Eugene M. Fignar on April 12, 2013, is **GRANTED**; and

IT IS HEREBY FURTHER ORDERED that Arbitration Award # 34475 and Arbitration Award # 26746/25696 are **CONFIRMED** against Rakesh B. Patel and JAI Santoshima, Inc.; and

IT IS HEREBY FURTHER ORDERED that Rakesh B. Patel’s Franchise Agreement with Plaintiff for the operation of Subway Franchise # 34475, is terminated pursuant to paragraph 5 of Arbitration Award # 34475; and

IT IS HEREBY FURTHER ORDERED that Rakesh B. Patel's Franchise Agreement with Plaintiff for the operation of Subway Franchise # 26746 is terminated pursuant to paragraph 2 of Arbitration Award # 26746/25696; and

IT IS HEREBY FURTHER ORDERED that Rakesh B. Patel's Franchise Agreement with Plaintiff for the operation of Subway Franchise # 25696 is terminated pursuant to paragraph 2 of Arbitration Award # 26746/25696; and

IT IS HEREBY FURTHER ORDERED that Rakesh B. Patel and JAI Santoshima, Inc. are **ENJOINED and RESTRAINED** from using any trade names, trademarks, service marks, signs, colors, structures, printed goods, and forms of advertising indicative of the Plaintiff's Subway sandwich business and are ordered to return the Operations Manual to Plaintiff, all as required by paragraph 8(e) of the Franchise Agreement and paragraph 6 of Arbitration Award # 34475; and

IT IS HEREBY FURTHER ORDERED that Defendants Rakesh B. Patel and JAI Santoshima, Inc. are **ENJOINED and RESTRAINED** from using any trade names, trademarks, service marks, signs, colors, structures, point-of-sale software, printed goods and forms of advertising indicative of the Plaintiff's sandwich business and are ordered to return the Operations Manual to Plaintiff, all as required by paragraph 8(e) of the Franchise Agreement and paragraph 3 of Arbitration Award # 26746/25696; and

IT IS HEREBY FURTHER ORDERED that **JUDGMENT** is entered in favor of Plaintiff and against Rakesh B. Patel and JAI Santoshima, Inc. in the sum of **\$88,025.44**, which includes:

1. **\$28,379.31** pursuant to paragraphs 7, 9, 10, and 11 of Arbitration Award # 34475 and paragraphs 8 and 10 of the Franchise Agreement for Subway Store # 34475; and
2. **\$59,646.13** pursuant to paragraphs 4, 6, and 7 of Arbitration Award # 26746/25696 and paragraphs 8 and 10 of the Franchise Agreements for Subway® Store # 26746 and Subway® Store #25696.

IT IS HEREBY FURTHER ORDERED that Rakesh B. Patel and JAI Santoshima, Inc. are **ENJOINED** and **RESTRAINED** from directly or indirectly engaging in, or assisting one another to engage in, any sandwich business within three (3) miles of any location in which a Subway® restaurant operates or operated in the prior year, for a period of one (1) year, and upon violation of this provision, Rakesh B. Patel and JAI Santoshima, Inc. shall pay Plaintiff \$12,500.00 for each sandwich business location they are associated with in the restricted area in violation hereof, plus eight percent (8%) of the gross sales of such location during the one (1) year period, pursuant to paragraph 8 of Arbitration Award # 34475 and paragraph 5 of Arbitration Award # 26746/25696, and pursuant to paragraph 8(g) of the Franchise Agreements between the parties; and

IT IS HEREBY FURTHER ORDERED that Plaintiff shall serve a copy of this Order and Judgment upon all parties within seven (7) days hereof.

Dated: 9/5/2014

s/ Robert B. Kugler
ROBERT B. KUGLER
United States District Judge