

United States District Court
Southern District of Texas

ENTERED

October 27, 2016

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

_____)	
VESTA CORPORATION,)	
)	
Plaintiff,)	CIVIL ACTION NO. 4:15-CV-00719
)	
V.)	
)	
VESTA MANAGEMENT SERVICES, LLC,)	
)	
Defendant.)	
_____)	

FINAL JUDGMENT AND ORDER OF PERMANENT INJUNCTION

PLEASE TAKE NOTICE that, upon consideration of plaintiff Vesta Corporation's Motion for Summary Judgment, and after due notice and a hearing, the Court issued its Memorandum and Opinion on October 3, 2016 granting in part plaintiff Vesta Corporation's Motion for Summary Judgment and application for permanent injunction, and, in light of the foregoing:

1. IT IS HEREBY ORDERED that defendant Vesta Management Services, LLC, its officers, directors, agents, servants, employees, members, successors, assigns, and all those in privity with or in active concert or participation with them are hereby permanently enjoined and restrained from:

A. Using plaintiff Vesta Corporation's VESTA service mark or any confusingly similar mark, symbol, device, logo, word, term or name, or any combination thereof, in connection with their business or the sale of any goods and services in any manner or context whatsoever, including on its websites, without prior written authorization from plaintiff Vesta Corporation;

B. Engaging in any acts or activities or making any statements or representations calculated to trade upon plaintiff Vesta Corporation's VESTA service mark or the reputation or goodwill of plaintiff Vesta Corporation, or in any manner to falsely designate defendant Vesta Management's goods and/or services as originating with, being associated with, or sponsored or approved by plaintiff Vesta Corporation; and

C. Committing any other act that infringes or dilutes the quality or value of plaintiff Vesta Corporation's VESTA service mark or constitutes an unfair trade practice, unfair competition, or false advertising; and

2. IT IS FURTHER ORDERED to implement the above restrictions, that defendant Vesta Management Services, LLC its officers, directors, agents, servants, employees, members, successors, assigns, and all those in privity with or in active concert or participation with them shall abide by the following implementation schedule:

A. By November 28, 2016, deliver by first class mail, electronic mail, and/or personal hand delivery to each tenant of any property owned and/or managed by defendant a notice of the change of name, including the name and/or mark that will thereafter be used by defendant; and

B. By December 9, 2016, remove all reference to plaintiff Vesta Corporation's VESTA mark or any confusingly similar mark from defendant's websites, including www.vesta24-7.com and the websites for each property owned by, managed by, or affiliated in any way with defendant. This restriction includes the use of the VESTA mark within any email address viewable from the above websites; and

C. By December 16, 2016, destroy:

i. Any books, printed materials, CDs, DVDs, diskettes, publications, promotional materials, video or audio materials, packages, labels, cartons, boxes, signs, prints, wrappers, receptacles, advertising, or documents or images stored or transmitted by any electronic means of any type, or affiliated in any way with defendant Vesta Management Services, LLC, bearing or otherwise referencing plaintiff Vesta Corporation's VESTA service mark or any confusingly similar word, term, mark, symbol, device or logo, or combination thereof; and

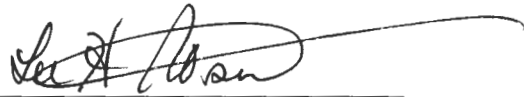
ii. All stationery, business cards, invoices, catalogs, advertising materials, including but not limited to brochures, branding items, business cards, branding items, including but not limited to mats, flags, signs, name tags, and guest cards, uniforms or any other material of any type bearing plaintiff Vesta Corporation's VESTA service mark, or any confusingly similar word, term, mark, symbol, device or logo, or combination thereof; and

D. By January 27, 2017, revise, amend or otherwise cause all uses or references to Vesta Corporation's VESTA service mark to be removed from all corporate filings, investor presentations, management contracts, operating agreements, corporate vendor agreements, property vendor agreements, name registrations, payroll services, insurance contracts, accounting software, licenses, utility contracts, rent contracts, credit cards, and loans or leases; and

3. IT IS FURTHER ORDERED that defendant Vesta Management Services, LLC shall file with the Court within 30 days after each date set forth in Section 2 above, a report in writing under oath setting forth in detail its compliance with the provisions of Section 2.

All other relief not included in this Order is hereby denied making this a final judgment for all purposes.

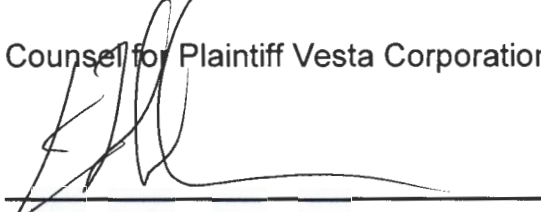
Signed and entered October 27, 2016

A handwritten signature in black ink, appearing to read "Lee H. Rosenthal", written over a horizontal line.

Lee H. Rosenthal
United State District Judge

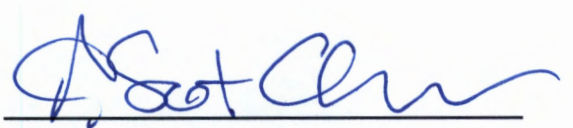
AGREED AS TO FORM

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