

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

JMAN2 ENTERPRISES, L.L.C.)	
)	
Plaintiff,)	
)	
vs.)	
)	Cause No: 6:13-CV-0215-MHS
Kevin Doolan d/b/a CubbyTees)	
)	
)	
Defendant.)	
)	

**AGREED ORDER REGARDING KEVIN DOOLAN, Individually and d/b/a
CUBBYTEES**

On this day came to be heard the above titled and numbered cause wherein JMAN2 ENTERPRISES, LLC (“JMAN2”) is the Plaintiff and KEVIN DOOLAN d/b/a CUBBYTEES is the Defendant.

The Court is advised that all matters pending in this proceeding between Plaintiff and Defendant have been resolved by agreement between the parties. The agreement of the parties to the terms of this order is evidenced by the signatures affixed hereto. In conjunction with the agreement of the parties, the Court hereby finds that JMAN2 Enterprises, LLC is entitled to equitable relief against Defendant in the form of an order and that the restraints set forth in this Order are reasonable and necessary to protect Plaintiff’s interests.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that beginning on the date of this Order, the Defendant Kevin Doolan, Individually and d/b/a CubbyTees, individually,

jointly, collectively, or in concert with others, and all persons acting under his direction and control or in concert with him, are hereby permanently and forever restrained and enjoined:

a. From manufacturing, marketing, promoting, or selling t-shirts or any other merchandise or goods bearing the mark “Johnny Football” in any style, version, or presentation; and

b. From manufacturing, marketing, promoting, or selling t-shirts or any other merchandise or goods bearing the name, image, picture, or likeness of Johnny Manziel.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Defendant Kevin Doolan d/b/a CubbyTees shall turnover to Plaintiff any inventory electronic designs, templates, and patterns, whether in tangible or electronic form, which bear the mark “Johnny Football,” or t-shirts that bear the name, image, picture, or likeness of Johnny Manziel. Defendant Kevin Doolan d/b/a CubbyTees shall turnover all of the above within thirty (30) days of the date of this Order. Plaintiff shall not use any of the materials Defendant turns over to Plaintiff for any purpose, commercial or not, without the express written permission of Defendant.

All costs are hereby taxed against the party incurring same. All relief not granted by this Order is hereby denied, and Nothing in this Order shall be construed to impose liability for or to award damages to JMAN2 Enterprises for any allegations asserted by JMAN2 in this cause. This Order fully and completely disposes of all matters pending before the Court in this proceeding.

AGREED AS TO FORM AND CONTENT:

 /s/ Kevin Doolan
Kevin Doolan, Defendant

APPROVED AS TO FORM:

 /s/ J. Bennett White
J. BENNETT WHITE
Attorney for Plaintiff

 /s/ Robert T. Slovak
Robert T. Slovak
Attorney for Defendant