

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MY CASTLE REALTY, INC.,

Plaintiff

versus

Rory J. Higgins,

Defendant.

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Civil Action No. 4:15-cv-206

**Final Judgment On Default,
And Order Of Permanent Injunction**

Plaintiff My Castle Realty, Inc. has filed its Motion for Default Judgment and Permanent Injunction (Document No. 7), to which defendant Rory Higgins has filed no response in opposition. Moreover, the Court finds that Defendant, although duly served with summons and a copy of the Complaint, has defaulted, and therefore is subject to a default judgment against him. Accordingly, it is

ORDERED that a Judgment of Default is entered in favor of Plaintiff My Castle Realty, Inc., against Defendant Rory Higgins. Plaintiff having further shown that it served Defendant by certified mail with the form of Judgment and injunctive relief sought by Plaintiff, it is therefore

ORDERED and ADJUDGED that Defendant Rory Higgins, and his agents and employees, and all others acting in concert with or participating with him, are permanently ENJOINED from:

1. Using any of the following names, My Castle Realty, My Castle, or Castle Realty, as part of any name or logo, to sell Higgins' services, or any other real estate or realty services, whether on websites, on Facebook page(s), on YouTube, or in any other manner in connection with Defendant's businesses.
2. Effective immediately, Defendant shall not create, order, or contract for any invoices, literature, posters, cards, labels, prints, packages, wrappers, containers, advertising materials, or other items which contain My Castle Realty, My Castle, or Castle Realty in any form.
3. Defendant is ORDERED, pursuant to 15 U.S.C. § 1118, to deliver within thirty (30) days after entry of this Final Judgment, to Plaintiff's counsel, Tim Headley, for destruction all literature, signs, labels, prints, packages, wrappers, containers, advertising materials, stationery, and any other items in his possession or control which contain My Castle Realty, My Castle, or Castle Realty, either alone or in combination with other words or symbols.
4. Within thirty (30) days after entry of this Final Judgment and Order for Permanent Injunction, Defendant is ORDERED to deliver to Plaintiff's counsel, Tim Headley, for destruction all plates, molds, matrices, masters, and other means of making any items containing My Castle Realty, My Castle, or Castle Realty.
5. Defendant shall change his equipment and materials used for printing his invoices, so that within thirty (30) days after entry of this Final Judgment and Order for Permanent Injunction, his invoices will be in conformance with this Final Judgment and Order for Permanent Injunction.

6. Defendant is ORDERED to file with this Court, and to serve on Plaintiff's counsel, Tim Headley, within thirty (30) days after the entry of this Final Judgment and Order for Permanent Injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendant has complied with this Permanent Injunction. ~~Within ten (10) days after entry of this Final Judgment and Order for~~

~~Permanent Injunction, Defendant must deliver to Plaintiff's counsel, Tim Headley, by certified mail or messenger, a cashier's check in the amount of \$4,000.00, jointly payable to Plaintiff My Castle Realty, Inc. and Plaintiff's counsel, Tim Headley, for~~

reasonable and necessary attorney's fees incurred by Plaintiff in successfully prosecuting this action *in the amount of \$1,000.00.* ~~from Defendant~~ *shall further have and recover* *AW*

7. Plaintiff is allowed all such writs and processes as may be necessary to enforce this Final Judgment and Order for Permanent Injunction. Further, in the event Plaintiff brings contempt proceedings to enforce this Final Judgment and Order for Permanent Injunction, Plaintiff shall be entitled to recover all reasonable attorney's fees incurred in any such proceedings.

All other and further relief not expressly granted herein is DENIED.

The Clerk will enter this Order, providing a correct copy to all parties of record.

SIGNED at Houston, Texas, on this 3rd day of April, 2015.

Ewing Werlein, Jr.

EWING WERLEIN, JR.
UNITED STATES DISTRICT JUDGE