

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

JTH TAX LLC,

Plaintiff,

v.

Case No.: 2:22-cv-457-SPC-KCD

MARY AILEEN ARDOLINO,
PETER J. ARDOLINO and
PREFERRED SERVICES 4U, LLC,

Defendants.

STIPULATED INJUNCTION AND ORDER OF DISMISSAL¹

Before the Court is the parties' Joint Motion for Entry of Stipulated Injunction and Dismissal ([Doc. 56](#)), Stipulated Injunction and Order of Dismissal ([Doc. 56-1](#)), and Joint Notice Regarding Entry of Stipulated Injunction and Dismissal of Case re: DE 57 ([Doc. 59](#)). The parties have reached a settlement in this matter.

First, some background is necessary. This background is stipulated to by the parties. ([Doc. 56](#)). Plaintiff JTH Tax LLC d/b/a Liberty Tax Service ("Liberty") brought this action to enforce certain obligations on the part of

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Defendant Mary Ardolino following the termination of her franchise with Liberty and to collect on amounts owed to Liberty, as well as to enjoin others in active concert with Mary. Defendants Mary Ardolino, Peter Ardolino, and Preferred Services 4U, LLC deny Liberty's allegations. As a condition of a settlement, Liberty and Mary agree to entry of a stipulated injunction and dismissal of this matter with prejudice.

The parties also stipulate to the following facts ([Doc. 56-1](#)): Liberty filed its Verified Complaint ([Doc. 1](#)) and Motion for Temporary Restraining Order ([Doc. 2](#)) in this action on July 27, 2022. Liberty alleges in the Verified Complaint that Mary entered into that certain Franchise Agreement dated November 14, 2019, which contains Mary's post-termination obligations. Defendants filed an Answer and Affirmative Defenses on October 24, 2022. ([Doc. 35](#)). The parties have resolved all disputes between them through agreement.

One final note: The parties requested that the Court reserve jurisdiction to enforce the parties' settlement agreement. ([Doc. 56-1](#)). The Court declined to retain jurisdiction as the parties may independently enforce their agreement in a separate state court action. ([Doc. 57](#)). The parties filed a Joint Notice confirming they still wish to proceed with entry of the stipulated injunction and dismissal with prejudice of this case. ([Doc. 59](#)).

Accordingly, it is now

ORDERED:

1. The Court **GRANTS** the parties' Joint Motion for Entry of Stipulated Injunction and for Dismissal ([Doc. 56](#)), with the exception that it declines to reserve jurisdiction to enforce the parties' settlement agreement.

2. Terms used herein shall have the same meaning as set forth in the Verified Complaint and attachments thereto. An injunction be and is hereby entered against Defendant Mary Ardolino, together with her heirs, representatives, estate, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with Defendant, by agreement, as set forth below;

3. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from directly or indirectly, for a fee or charge, preparing or electronically filing income tax returns, or offering Financial Products anywhere within the territory located in and around Cape Coral, Florida (the "Territory"), as set forth in Schedule A of the Franchise Agreement, for a two-year period beginning on the date of this Order;

4. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from directly or indirectly, for a fee or charge, preparing or electronically filing income tax returns, or offering Financial Products within twenty-five (25) miles of the Territory for a two-year period beginning on the date of this Order;

5. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from using any of Plaintiff's Marks or any confusingly similar name, device, mark, trademark, trade name, slogan, or symbol used in connection with any Liberty Tax Service® business, including any reproduction, counterfeit copy, variation, emulation, or colorable imitation thereof in a manner which is likely to cause confusion or mistake or deceive the public;

6. For a two-year period commencing with the date of this Order, enjoining Defendant Mary Ardolino from employing or seeking to employ any person who is employed by Plaintiff or any Plaintiff franchise, or otherwise induce or seek to induce such person to leave his or her employment;

7. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from using any of Plaintiff's Confidential Information as set forth in Section 12(a) of the Franchise Agreement, including, but not limited, to methods of operation, customer information, and marketing information;

8. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from directly or indirectly soliciting any person or entity served by Defendant's former Franchised Business within the one-year period preceding the termination of the Franchise Agreement, within twenty-five (25) miles of the Territory for a two-year period beginning on the So Ordered date herein;

9. Within 10 business days of the date of this Order, Defendant Mary Ardolino shall deliver to Plaintiff all operating manuals, proprietary information, confidential material, marketing and advertising materials, customer lists, and any other written materials containing any of Plaintiff's trademarks, confidential information, or otherwise related to Defendant's former Franchised Business, within Defendants' possession, custody, or control, or confirm she has none in her possession;

10. Within 10 business days from the date of this Order, Defendant Mary Ardolino shall deliver to Liberty an electronic database and hard copy list identifying the names, addresses, e-mail addresses or phone numbers for customers serviced by Defendant's former Franchised Business, within Defendant's possession, custody, or control, or confirm she has none in her possession;


11. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from using any of the Plaintiff's distinctive, proprietary or confidential operational, administrative or advertising techniques, systems or know-how, or trade secrets;

12. Commencing with the date of this Order, enjoining Defendant Mary Ardolino from holding herself out as current or former Liberty franchisee;

13. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), this action is **DISMISSED** with prejudice against all Defendants, with each party to bear their own costs and attorneys' fees;

14. The Clerk is **DIRECTED** to enter judgment, deny any pending motions, terminate all deadlines, and close the case.

DONE and **ORDERED** in Fort Myers, Florida this January 24, 2023.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record