

EXHIBIT 1

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Paradise Canyon, LLC,)
)
) Plaintiff(s),)
)
) vs.)
)
) Mesquite @ Wolf Creek Estates, LLC,)
) Birdie Homes XXI, LLC, First Pacifica)
) Housing Corp., Mesquite Real Estate)
) Partners, LLC, BLT Acquisition Group,)
) LLC, BLT acquisition Group II, LLC,)
) Chris Villareale and Jerry Matheny,)
)
) Defendant(s).)

CV-S-05-0462-RLH-(RJJ)
TEMPORARY RESTRAINING ORDER

UPON CONSIDERATION of the Motion filed by Plaintiff Paradise Canyon, LLC requesting a temporary restraining order and preliminary injunction prohibiting Defendants Mesquite @ Wolf Creek Estates, LLC ("Mesquite @ Wolf Creek"), Birdie Homes XXI, LLC ("Birdie"), First Pacifica Housing Corp. ("First Pacifica"), Mesquite Real Estate Partners, LLC ("Mesquite Real Estate"), BLT Acquisition Group, LLC ("BLT") and BLT Acquisition Group II, LLC ("BLT II") and their officers, agents, servants, employees and/or all persons acting in concert with them from: (1) using the WOLF CREEK mark, or confusingly similar variations thereof, alone or in combination with any other words, letter strings, phrases or designs in commerce or in connection with any business or for any purpose; (2) representing themselves, or any of their officers, agents, servants, employees and/or all other persons acting in concert with them, as representatives of Paradise Canyon; (3) representing to third parties that their activities, or the

1 activities of their officers, agents, servants, employees and/or all other persons acting in concert with
2 them, are affiliated with or endorsed by Paradise Canyon; and (4) representing to third parties that
3 their development is in any way affiliated with or endorsed by Paradise Canyon's Wolf Creek Golf
4 Club, the supporting Memorandum of Points and Authorities, the supporting declarations and
5 evidence, the record in this case, and for other good cause shown:

6 THE COURT HEREBY FINDS THAT:

7 1. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and
8 28 U.S.C. § 1331 and 1338;

9 2. The Court has personal jurisdiction over the Defendants in that Defendants
10 regularly conduct business in the State of Nevada, and Defendant committed tortious acts that they
11 knew or should have known would cause injury to Plaintiff in the State of Nevada;

12 3. Plaintiff Paradise Canyon, LLC is a Nevada limited liability company that
13 wholly owns and operates the Wolf Creek Golf Club in Mesquite, Nevada. Plaintiff additionally
14 owns the WOLF CREEK mark and has obtained two State of Nevada trademark registrations for
15 WOLF CREEK:

16 (a) WOLF CREEK (NV Reg. No. 36,346) for golf course services; and

17 (b) WOLF CREEK (NV Reg. No. 36,345 for clothing.

18 Neither of these registrations has been canceled or revoked. (See State of Nevada Trademark
19 Registrations, attached to the Declaration of Jason Firth (the "Firth Decl." as Exhibits 1 and 2).
20 Furthermore, Plaintiff Paradise Canyon has applied for a federal trademark registration with the
21 United States Patent and Trademark Office (the "USPTO") for WOLF CREEK (Serial No.
22 78/406,825) for arranging and conducting golf competitions, entertainment in the form of golf
23 tournaments, golf club services, golf club courses and providing facilities for recreation activities.
24 (See USPTO Trademark Application, attached to the Firth Decl. as Exhibit 3).

25 4. Based on state trademark registrations, federal trademark application and
26 extensive use, Paradise Canyon LLC owns the exclusive right to use the WOLF CREEK Marks in

1 connection with golf course and related services. The uniqueness of the Wolf Creek Golf Course
2 and the extensive advertising and promotion of the Wolf Creek golf course have resulted in the
3 WOLF CREEK name and marks being distinctive and known for golf course services

4 5. Defendants MESQUITE @ WOLF CREEK ESTATES, LLC, BIRDIE
5 HOMES XXI, LLC, FIRST PACIFICA HOUSING CORP., MESQUITE REAL ESTATE
6 PARTNERS, LLC, BLT ACQUISITION GROUP, LLC, BLT ACQUISITION GROUP II, LLC and
7 JERRY MATHENY may have used Plaintiff's marks to develop and market residential land in
8 Mesquite, Nevada without Plaintiff's authority or permission;

9 6. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court
10 does not prohibit Defendants Mesquite @ Wolf Creek Estates, LLC ("Mesquite @ Wolf Creek"),
11 Birdie Homes XXI, LLC ("Birdie"), First Pacifica Housing Corp. ("First Pacifica"), Mesquite Real
12 Estate Partners, LLC ("Mesquite Real Estate"), BLT Acquisition Group, LLC ("BLT") and BLT
13 Acquisition Group II, LLC ("BLT II") and their officers, agents, servants, employees and/or all
14 persons acting in concert with them from using the WOLF CREEK mark, or confusingly similar
15 variations thereof;

16 7. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court
17 does not prohibit Defendants Mesquite @ Wolf Creek Estates, LLC ("Mesquite @ Wolf Creek"),
18 Birdie Homes XXI, LLC ("Birdie"), First Pacifica Housing Corp. ("First Pacifica"), Mesquite Real
19 Estate Partners, LLC ("Mesquite Real Estate"), BLT Acquisition Group, LLC ("BLT") and BLT
20 Acquisition Group II, LLC ("BLT II") and their officers, agents, servants, employees and/or all
21 persons acting in concert with them from representing themselves as representatives of Paradise
22 Canyon;

23 8. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court
24 does not prohibit Defendants Mesquite @ Wolf Creek Estates, LLC ("Mesquite @ Wolf Creek"),
25 Birdie Homes XXI, LLC ("Birdie"), First Pacifica Housing Corp. ("First Pacifica"), Mesquite Real
26 Estate Partners, LLC ("Mesquite Real Estate"), BLT Acquisition Group, LLC ("BLT") and BLT

1 Acquisition Group II, LLC ("BLT II") and their officers, agents, servants, employees and/or all
2 persons acting in concert with them from representing to third parties that their activities are
3 affiliated with or endorsed by Paradise Canyon;

4 9. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court
5 does not prohibit Defendants Mesquite @ Wolf Creek Estates, LLC ("Mesquite @ Wolf Creek"),
6 Birdie Homes XXI, LLC ("Birdie"), First Pacifica Housing Corp. ("First Pacifica"), Mesquite Real
7 Estate Partners, LLC ("Mesquite Real Estate"), BLT Acquisition Group, LLC ("BLT") and BLT
8 Acquisition Group II, LLC ("BLT II") and their officers, agents, servants, employees and/or all
9 persons acting in concert with them from representing to third parties that their development is in
10 any way affiliated with or endorsed by Paradise Canyon's Wolf Creek Golf Course.

11 10. Plaintiff has demonstrated sufficient likelihood of success on the merits of
12 its trademark infringement claims against Defendant under the Lanham Act, 15 U.S.C. § 1125(d);

13 11. Plaintiff has demonstrated sufficient likelihood of success on the merits of
14 its mark infringement claims against Defendant under the Lanham Act, 15 U.S.C. § 1114, and
15 Nevada law;

16 12. Plaintiff has demonstrated sufficient likelihood of success on the merits of
17 its unfair competition claims against Defendant under the Lanham Act, 15 U.S.C. § 1114(a);

18 13. There is no proof of harm to the public from the temporary restraining order
19 now being granted.

20 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that: Plaintiff's
21 Motion for Temporary Restraining Order is hereby GRANTED;

22 IT IS FURTHER ORDERED that Defendants will immediately cease and desist any
23 and all use of Plaintiff's name and trademarks and any and all variants thereof,

24 IT IS FURTHER ORDERED that Plaintiff shall post a bond of One Hundred
25 Thousand Dollars (\$100,000.00) because the evidence indicates that Defendants may suffer damage
26 by the issuance of this temporary restraining order.

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ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION

UPON CONSIDERATION of Plaintiff's Motion, the Memorandum of Points and Authorities, the supporting declarations and exhibits, the papers and pleadings on file in this matter and for good cause shown;

1. The Court hereby sets the hearing for Plaintiff's Motion for Preliminary Injunction on May 9, 2005, at 2:00 p.m. in Courtroom 6-C at the Lloyd D. George United States Federal Courthouse, 333 Las Vegas Boulevard South, Las Vegas, Nevada 89101.

2. Further, the Court hereby sets the following briefing schedule relating to Plaintiff's Motion:

- (a) Plaintiff shall serve this Order on all Defendants no later than Thursday, May 5, 2005, before noon.
- (b) Defendants may, but are not required to, file written briefs prior to the hearing.

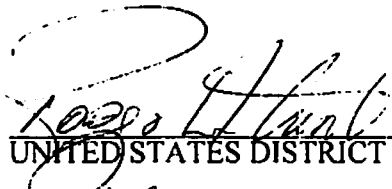

UNITED STATES DISTRICT JUDGE
Dated: May 3, 2005

EXHIBIT 2

ORIGINAL

1 Mark G. Tratos (Bar No. 1086)
 Jason D. Firth (Bar No. 8801)
 2 Ronald D. Green Jr. (Bar No. 7360)
 QUIRK & TRATOS
 3 3773 Howard Hughes Parkway
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 4 Las Vegas, Nevada 89109
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6 Counsel for Plaintiff Paradise Canyon, LLC

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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: <u>MS</u>	DEPUTY

7
 8 UNITED STATES DISTRICT COURT
 9 DISTRICT OF NEVADA

10 Paradise Canyon, LLC,

11 Plaintiff,

12 v.

13 Mesquite @ Wolf Creek Estates, LLC,
 Rhapsody @ Wolf Creek Estates, LLC,
 14 Royal Vista @ Wolf Creek Estates, LLC,
 Sycamore Glenn @ Wolf Creek Estates,
 LLC, Bellasara @ Wolf Creek Estates, LLC,
 15 Laurels @ Wolf Creek Estates, LLC,
 Orleans @ Wolf Creek Estates, LLC, Birdie
 16 Homes XX, LLC Birdie Homes XXI, LLC,
 Birdie Homes XXII, LLC, Birdie Homes
 17 XXIII, LLC, Birdie Homes XXIV, LLC, Birdie
 Homes XXV, LLC, Birdie Homes, XXVI,
 18 LLC, First Pacifica Housing Corp., Mesquite
 Real Estate Partners, LLC, BLT Acquisition
 19 Group, LLC, BLT Acquisition Group II,
 LLC, Wolf Creek Estates, LLC and Jerry
 20 Matheny,

21 Defendants.

Case No. CV-S-05-0462-RLH-RJJ

22
 23 SUPPLEMENTAL TEMPORARY
 24 RESTRAINING ORDER

25 UPON CONSIDERATION of the Supplemental Application for Temporary
 26 Restraining Order and for Preliminary Injunction filed by Plaintiff Paradise Canyon, LLC
 27 requesting an injunction prohibiting Defendants Rhapsody @ Wolf Creek Estates, LLC
 28 ("Rhapsody @ Wolf Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf
 Creek"), Sycamore Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"),
 Bellasara @ Wolf Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek

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Las Vegas, Nevada 89109
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Fax: 702.460.7441

1 Estates, LLC ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @
2 Wolf Creek"), Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"),
3 Birdie Homes XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie
4 Homes XXV, LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") (collectively, the
5 "Developer Defendants") and their officers, agents, servants, employees and/or all persons
6 acting in concert with them from : (1) using the WOLF CREEK mark, or confusingly similar
7 variations thereof, alone or in combination with any other words, letter strings, phrases or
8 designs in commerce or in connection with any business or for any purpose; (2)
9 representing themselves, or any of their officers, agents, servants, employees and/or all
10 other persons acting in concert with them, as representatives of Paradise Canyon; (3)
11 representing to third parties that their activities, or the activities of their officers, agents,
12 servants, employees and/or all other persons acting in concert with them, are affiliated with
13 or endorsed by Paradise Canyon; and (4) representing to third parties that their
14 development is in any way affiliated with or endorsed by paradise Canyon's Wolf Creek
15 Golf Club, the supporting Memorandum of Points and Authorities, the supporting
16 declarations and evidence, the record in this case, and for other good cause shown:

17 THE COURT HEREBY FINDS THAT:

18 1. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and
19 28 U.S.C. §§ 1331 and 1338;

20 2. The Court has personal jurisdiction over the Defendants in that Defendants
21 regularly conduct business in the State of Nevada, and Defendant ^{my here} committed tortious acts RLH
22 that they knew or should have known would cause injury to Plaintiff in the State of Nevada;

23 3. Plaintiff Paradise Canyon, LLC is a Nevada limited liability company that
24 wholly owns and operates the Wolf Creek Golf Club in Mesquite, Nevada. Plaintiff
25 additionally owns the WOLF CREEK mark and has obtained two State of Nevada
26 trademark registrations for WOLF CREEK:

27 (a) WOLF CREEK (NV Reg. No. 36,346) for golf course services:

28 and

1 (b) WOLF CREEK (NV Reg. No. 36,345) for clothing.
2 Neither of these registrations has been canceled or revoked. (See State of Nevada
3 Trademark Registrations, attached to the Declaration of Jason Firth (the "Firth Decl." as
4 Exhibits 1 and 2). Furthermore, Plaintiff Paradise Canyon has applied for a federal
5 trademark registration with the United States Patent and Trademark Office (the "USPTO")
6 for WOLF CREEK (Serial No. 78/406,825) for arranging and conducting golf competitions,
7 entertainment in the form of golf tournaments, golf club services, golf club courses and
8 providing facilities for recreation activities. (See USPTO Trademark Application, attached
9 to the Firth Decl. as Exhibit 3).

10 4. Paradise Canyon's Wolf Creek Golf Course is ^aone of the most prominent, *RLH*
11 distinctive and well-known businesses in Mesquite, Nevada. ~~In fact, it enjoys international~~
12 ~~fame.~~ One of golf's ~~most~~ prestigious publications recently ranked Wolf Creek Golf Club as *RLH*
13 Nevada's second best golf course and included it in the top 30 of America's 100 Greatest
14 Public Courses for 2005.

15 5. Based on state trademark registrations, federal trademark application and
16 extensive use, Paradise Canyon, LLC owns the exclusive right to use the WOLF CREEK
17 Marks in connection with golf course and related services. The uniqueness of the Wolf
18 Creek Golf Course and the extensive advertising and promotion of the Wolf Creek golf
19 course have resulted in the WOLF CREEK name and marks being distinctive ~~and famous~~ *RLH*
20 for golf course services.

21 6. Defendants Rhapsody @ Wolf Creek Estates, LLC ("Rhapsody @ Wolf
22 Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf Creek"), Sycamore
23 Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"), Bellasara @ Wolf
24 Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek Estates, LLC
25 ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @ Wolf Creek"),
26 Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"), Birdie Homes
27 XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie Homes XXV,
28 LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") may have used Plaintiff's

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1 marks to develop and market residential land in Mesquite, Nevada without Plaintiff's
2 authority or permission;

3 7. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court does
4 not prohibit Defendants Rhapsody @ Wolf Creek Estates, LLC ("Rhapsody @ Wolf
5 Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf Creek"), Sycamore
6 Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"), Bellasara @ Wolf
7 Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek Estates, LLC
8 ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @ Wolf Creek"),
9 Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"), Birdie Homes
10 XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie Homes XXV,
11 LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") and their officers, agents,
12 servants, employees and/or all persons acting in concert with them from using the WOLF
13 CREEK mark, or confusingly similar variations thereof;

14 8. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court does
15 not prohibit Defendants Rhapsody @ Wolf Creek Estates, LLC ("Rhapsody @ Wolf
16 Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf Creek"), Sycamore
17 Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"), Bellasara @ Wolf
18 Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek Estates, LLC
19 ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @ Wolf Creek"),
20 Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"), Birdie Homes
21 XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie Homes XXV,
22 LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") and their officers, agents,
23 servants, employees and/or all persons acting in concert with them from representing
24 themselves as representatives of Paradise Canyon;

25 9. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court does
26 not prohibit Defendants Rhapsody @ Wolf Creek Estates, LLC ("Rhapsody @ Wolf
27 Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf Creek"), Sycamore
28 Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"), Bellasara @ Wolf

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1 Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek Estates, LLC
2 ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @ Wolf Creek"),
3 Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"), Birdie Homes
4 XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie Homes XXV,
5 LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") and their officers, agents,
6 servants, employees and/or all persons acting in concert with them from representing to
7 third parties that their activities are affiliated with or endorsed by Paradise Canyon;

8 10. Plaintiff Paradise Canyon, LLC may suffer irreparable injury if the Court does
9 not prohibit Defendants Rhapsody @ Wolf Creek Estates, LLC ("Rhapsody @ Wolf
10 Creek"), Royal Vista @ Wolf Creek Estates, LLC ("Royal Vista @ Wolf Creek"), Sycamore
11 Glen @ Wolf Creek Estates, LLC ("Sycamore Glen @ Wolf Creek"), Bellasara @ Wolf
12 Creek Estates, LLC ("Bellasara @ Wolf Creek"), Laurels @ Wolf Creek Estates, LLC
13 ("Laurels @ Wolf Creek"), Orleans @ Wolf Creek Estates, LLC ("Orleans @ Wolf Creek"),
14 Birdie Homes XX, LLC ("Birdie XX"), Birdie Homes XXII, LLC ("Birdie XXII"), Birdie Homes
15 XXIII, LLC ("Birdie XXIII"), Birdie Homes XXIV, LLC ("Birdie XXIV"), Birdie Homes XXV,
16 LLC ("Birdie XXV"), Birdie Homes XXVI, LLC ("Birdie XXVI") and their officers, agents,
17 servants, employees and/or all persons acting in concert with them from representing to
18 third parties that their development is in any way affiliated with or endorsed by Paradise
19 Canyon's Wolf Creek Golf Course.

20 11. Plaintiff has demonstrated likelihood of success on the merits of its trademark
21 infringement claims against Defendant under the Lanham Act, 15 U.S.C. § 1125(d):

22 12. Plaintiff has demonstrated likelihood of success on the merits of its mark
23 infringement claims against Defendant under the Lanham Act, 15 U.S.C. § 1114, and
24 Nevada law:

25 13. Plaintiff has demonstrated likelihood of success on the merits of its unfair
26 competition claims against Defendant under the Lanham act, 15 U.S.C. § 1114(a):

27 14. The balance of hardships tips in favor of Plaintiff because issuance of the
28 restraining order and injunction would merely prohibit Defendants from utilizing the WOLF

1 CREEK mark to promote their residential development, and failure to issue the restraining
2 order and injunction ^{may} ~~would~~ cause Plaintiff to suffer irreparable injury to its name and marks ^{RLH}
3 and the associated goodwill if Defendants are not enjoined from using Plaintiff's name and
4 trade mark; and

5 15. There is no likelihood of harm to the public from the temporary restraining
6 order now being granted.

7 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that: Plaintiff's Motion
8 for Temporary Restraining Order is hereby GRANTED;

9 IT IS FURTHER ORDERED that Defendants will immediately cease and desist any
10 and all use of Plaintiff's name and trademarks and any and all variants thereof.

11 ~~IT IS FURTHER ORDERED that Defendants shall file, pursuant to 15 U.S.C. §~~
12 ~~1116(a), with this Court and serve upon Plaintiffs within thirty (30) days after entry of this~~ ^{RLH}
13 ~~Order, a report in writing under oath setting forth in detail the manner and form in which~~
14 ~~Defendant has complied with this Court's Order; and —~~

15 IT IS FURTHER ORDERED that no additional bond beyond that required under the
16 Court's May 3, 2005 Temporary Restraining Order shall be required because the evidence
17 indicates that all the Developer Defendants will suffer the same damage, if any, described
18 in that order.

19 **ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION**

20
21 UPON CONSIDERATION of Plaintiff's Motion, the Memorandum of Points and
22 Authorities, the supporting declarations and exhibits, the papers and pleadings on file in
23 this matter and for good cause shown;

24 1. The Court hereby sets the hearing for Plaintiff's Motion for Preliminary
25 Injunction on May 20, 2005, at 9:00 a.m./~~p.m.~~ in Courtroom
26 32C at the Lloyd D. George United States Federal Courthouse, 333 Las Vegas
27 Boulevard South, Las Vegas, Nevada 89101.

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702.732.5000 fax

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2. Further, the Court hereby sets the following briefing schedule relating to Plaintiff's Motion:

(a) Defendant ^{11/24} shall file and serve opposition papers, if any, no later than May 17, 2005; ~~and~~

K.L.H.

(b) ~~Plaintiff shall file and serve its reply brief, if any, no later than _____, 2005.~~

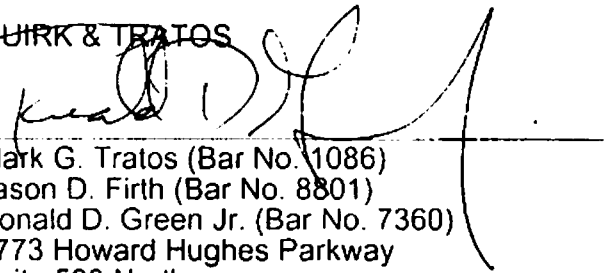
3 Plaintiff shall serve the Defendants a copy Reu in this order forthwith.

Robert L. Hunt
UNITED STATES DISTRICT JUDGE

Dated: May 11, 2005

Submitted by:

QUIRK & TRATOS


Mark G. Tratos (Bar No. 1086)
Jason D. Firth (Bar No. 8801)
Ronald D. Green Jr. (Bar No. 7360)
3773 Howard Hughes Parkway
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Las Vegas, Nevada 89109
Counsel for Plaintiff Paradise Canyon, LLC

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EXHIBIT 3

1 Mark G. Tratos (Bar No. 1086)
Jason D. Firth (Bar No. 8801)
2 Ronald D. Green Jr. (Bar No. 7360)
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3 3773 Howard Hughes Parkway
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Telephone: (702) 792-3773
5 Facsimile: (702) 792-9002
6 Counsel for Plaintiff Paradise Canyon, LLC

HZ

7
8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 Paradise Canyon, LLC,

11 Plaintiff,

12 v.

13 Mesquite @ Wolf Creek Estates, LLC,
Rhapsody @ Wolf Creek Estates, LLC,
14 Royal Vista @ Wolf Creek Estates, LLC,
Sycamore Glenn @ Wolf Creek Estates,
15 LLC, Bellasara @ Wolf Creek Estates, LLC,
Laurels @ Wolf Creek Estates, LLC,
16 Orleans @ Wolf Creek Estates, LLC, Birdie
Homes XX, LLC Birdie Homes XXI, LLC,
17 Birdie Homes XXII, LLC, Birdie Homes
XXIII, LLC, Birdie Homes XXIV, LLC, Birdie
18 Homes XXV, LLC, Birdie Homes XXVI,
LLC, First Pacifica Housing Corp., Mesquite
19 Real Estate Partners, LLC, BLT Acquisition
Group, LLC, BLT Acquisition Group II,
20 LLC, Wolf Creek Estates, LLC and Jerry
Matheny.

21 Defendants.

Case No. CV-S-05-0462-RLH-RJJ

STIPULATED PERMANENT
INJUNCTION

22
23 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Paradise
24 Canyon, LLC ("Paradise Canyon"), through its counsel Jason D. Firth of Greenberg Traurig,
25 LLP; Defendants Mesquite Real Estate Partners, LLC, Wolf Creek Estates, LLC and Jerry
26 Matheny, through their counsel Aaron R. Maurice of Woods Erickson Whitaker & Miles
27 L.P.; and Defendants Mesquite @ Wolf Creek Estates, LLC, Rhapsody @ Wolf Creek
28 Estates, LLC, Royal Vista @ Wolf Creek Estates, LLC, Sycamore Glenn @ Wolf Creek

STIPULATED PERMANENT INJUNCTION

37

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1 Estates, LLC, Bellasara @ Wolf Creek Estates, LLC, Laurels @ Wolf Creek Estates, LLC,
2 Orleans @ Wolf Creek Estates, LLC, Birdie Homes XX, LLC, Birdie Homes XXI, LLC,
3 Birdie Homes XXII, LLC, Birdie Homes XXIII, LLC, Birdie Homes XXIV, LLC, Birdie Homes
4 XXV, LLC, Birdie Homes XXVI, LLC and First Pacifica Housing Corp., through their counsel
5 Anthony J. Celeste of Kummer Kaempfer Bonner & Renshaw, that:

6 1. Defendants Mesquite Real Estate Partners, LLC, Wolf Creek Estates, LLC,
7 Jerry Matheny, Mesquite @ Wolf Creek Estates, LLC, Rhapsody @ Wolf Creek Estates,
8 LLC, Royal Vista @ Wolf Creek Estates, LLC, Sycamore Glenn @ Wolf Creek Estates,
9 LLC, Bellasara @ Wolf Creek Estates, LLC, Laurels @ Wolf Creek Estates, LLC, Orleans
10 @ Wolf Creek Estates, LLC, Birdie Homes XX, LLC, Birdie Homes XXI, LLC, Birdie Homes
11 XXII, LLC, Birdie Homes XXIII, LLC, Birdie Homes XXIV, LLC, Birdie Homes XXV, LLC,
12 Birdie Homes XXVI, LLC, First Pacifica Housing Corp. and their officers, agents, servants,
13 employees and/or all persons acting in concert with them (collectively, the "Defendants")
14 shall immediately and permanently cease and desist all use of any WOLF CREEK
15 trademark, the WOLF CREEK logo that is the subject of State of Nevada trademark
16 registration number 36,345 and any and all variants of such marks;

17 2. Additionally, Mesquite Real Estate Partners, LLC shall expressly abandon its
18 Federal Trademark Application (No. 76636537) for Wolf Creek Estates.

19 3. The Planned Unit Development Map for Defendants' real estate development
20 shall be amended to remove the designation "Wolf Creek Estates," and Defendants shall
21 take all steps necessary to accomplish such amendment;

22 4. Defendants are permitted to indicate on promotional materials that their real
23 estate development is located in geographical proximity to the Wolf Creek Golf Club. Any
24 such references to the Wolf Creek Golf Club shall be in the same size as the smallest font
25 used in the text of the promotional materials (excluding the "fine print" in disclaimers);

26 5. Any materials issued by Defendants that reference the Wolf Creek Golf Club
27 shall include the following disclaimer: "WOLF CREEK is a registered trademark of Paradise
28 Canyon, LLC, and [Defendant] is not affiliated or associated with Paradise Canyon, LLC or

1 the Wolf Creek Golf Club." Said disclaimer must appear on the same page as the
2 reference to the Wolf Creek Golf Club and be legible without magnification and at least as
3 large as any other "fine print" in the document;

4 6. The parties will, following execution of a formal settlement agreement, submit
5 a Stipulation & Order for Dismissal (with prejudice). Said Stipulation & Order shall provide
6 that all parties will bear their own attorney's fees and costs. Plaintiff, however, reserves the
7 right to pursue a claim for attorneys fees and costs if further or future litigation is necessary
8 between Paradise Canyon and Defendants regarding the WOLF CREEK mark or to ensure
9 compliance with this permanent injunction;

10 7. Defendants will not enter into any new contracts prior to the renaming of the
11 Planned Unit Development Map by the City of Mesquite, Nevada without having the buyer
12 execute a written disclosure that states that the buyer understands that: (1) the real estate
13 development will not be called "Wolf Creek Estates"; (2) Wolf Creek is a registered
14 trademark of Paradise Canyon, LLC, and [Defendant] is not affiliated or associated with
15 Paradise Canyon, LLC or the Wolf Creek Golf Club; and (3) no right to use the Wolf Creek
16 mark or any variants thereof is being granted or conveyed as part of the transaction;

17 8. Any closings on Defendants' real estate development that occur prior to the
18 revision of the Planned Unit Development Map by the City of Mesquite, Nevada shall
19 include, among the closing documents, a written disclosure signed by the buyer and the
20 applicable Defendant, stating that the buyer understands that:(1) the real estate
21 development will not be called "Wolf Creek Estates"; (2) Wolf Creek is a registered
22 trademark of Paradise Canyon, LLC, and [Defendant] is not affiliated or associated with
23 Paradise Canyon, LLC or the Wolf Creek Golf Club; and (3) no right to use the Wolf Creek
24 mark or any variants thereof is being granted or conveyed as part of the transaction;

25 9. The above-named Defendants shall provide Paradise Canyon's undersigned
26 counsel with a copy of any written disclosures executed pursuant to Paragraph 8. above,
27 immediately following the closing; and
28

Greenberg Traurig LLP
Suite 500 North 3773 Howard Hughes Parkway
Las Vegas, Nevada 89169
(702) 792-3773
(702) 792-3773 (fax)

1 10. The One Hundred Thousand and no/100 Dollar (\$100,000.00) bond posted
2 with this Court by Plaintiffs shall be exonerated.

3
4 GREENBERG TRAUIG, LLP

5 *Jason Firth* 5-20-05
6 Jason D. Firth (Bar No. 8801)
7 3773 Howard Hughes Parkway
8 Suite 500 North
9 Las Vegas, Nevada 89109

10 KUMMER, KAEMPFER, BONNER &
11 RENSCHAW

12 *Anthony J. Celeste* 3/20/05
13 Anthony J. Celeste (Bar No. 8776)
14 3800 Howard Hughes Parkway, 7th Floor
15 Las Vegas, NV 89109

10 WOODS ERICKSON WHITAKER & MILES

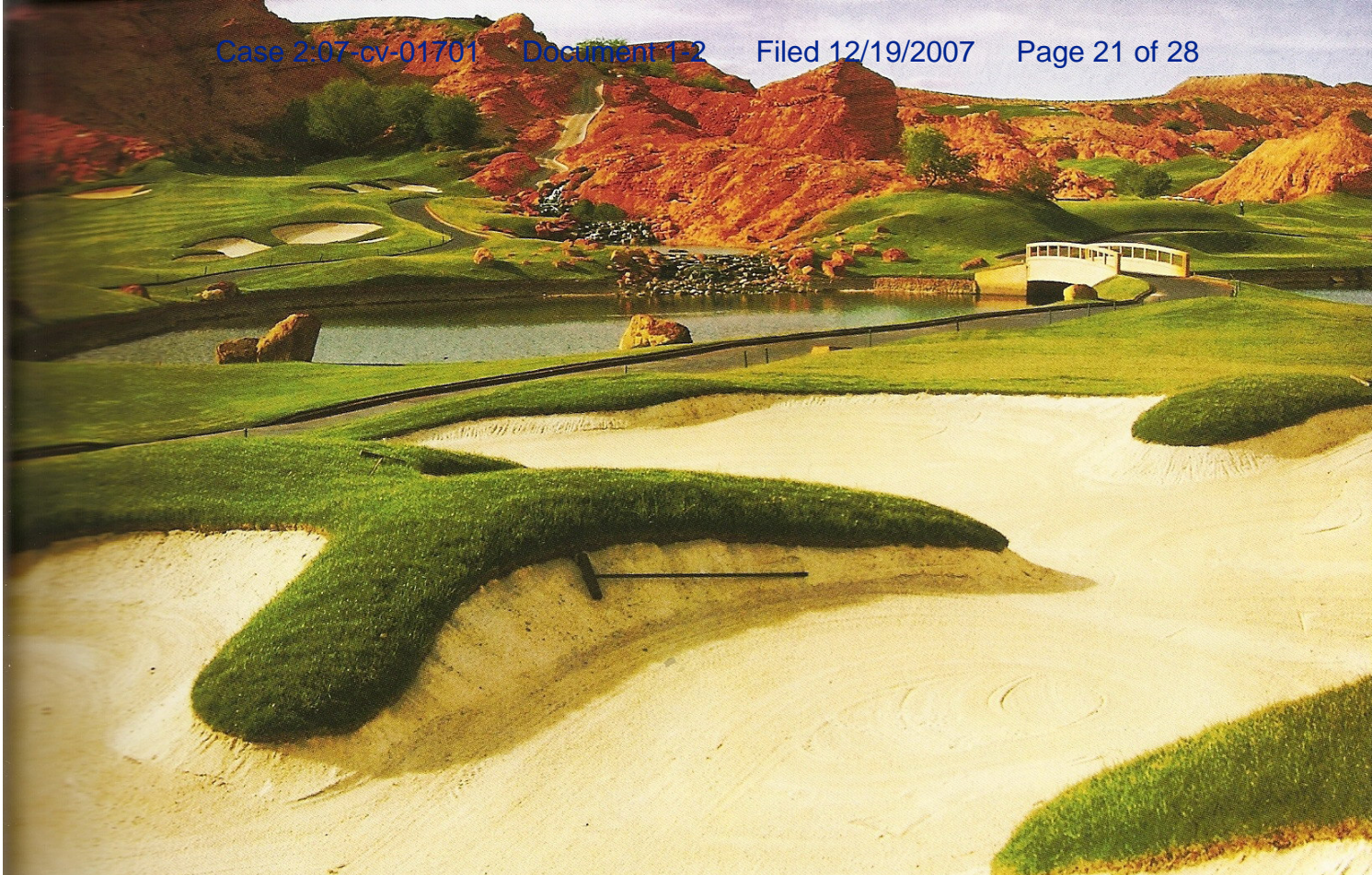
11 *Aaron R. Maurice* 5-20-05
12 Aaron R. Maurice (Bar No. 6412)
13 1349 Galleria Drive, Suite 200
14 Henderson, NV 89014-6653

15 IT IS SO ORDERED.

16 *Robert L. Hunt*
17 UNITED STATES DISTRICT JUDGE
18 Dated: *May 23, 2005*
19
20
21
22
23
24
25
26
27
28

Greenberg Traurig, LLP
Suite 500 North, 3773 Howard Hughes Parkway
Las Vegas, Nevada 89109
(702) 792-3773
(702) 792-5662 (fax)

EXHIBIT 4



MESQUITE, NEVADA

HIDDEN WOLF

WORLD-CLASS GOLFING...*in your own backyard.*

If you've had the chance to play golf at Wolf Creek Golf Club in Mesquite, you certainly understand why it's consistently rated as one of the best and most challenging golf courses in America.

Wouldn't you love to play this amazing course everyday – just by stepping outside your door? Well now you can. Hidden Wolf is an exclusive residential community at the peak of the golf course that features exquisite custom home sites, stunning surroundings and proximity to unparalleled recreation.

IT'S THE PERFECT SETTING FOR YOUR NEW HOME.

Now accepting reservations – come see for yourself how beautiful desert living can be.

WWW.HIDDENWOLFMESQUITE.COM

866.956.7890

EXHIBIT 5

DuCharme, Michelle (Secy-LV-IP)

From: Green, Ronald D. (Assoc-LV-LT)
Sent: Wednesday, December 19, 2007 4:31 PM
To: DuCharme, Michelle (Secy-LV-IP)
Subject: FW: Wolf Creek - Hidden Wolf

-----Original Message-----

From: brentm@lakesidevillage.com [mailto:brentm@lakesidevillage.com]
Sent: Tuesday, December 18, 2007 07:53 AM Eastern Standard Time
To: Firth, Jason D. (Shld-LV-IP)
Cc: jmckervervey@digis.net; Jennifer@integrainvestments.com; justin@fcf Utah.com; pbekeris@yahoo.com; rayscarter@gmail.com; Swanis, Eric W. (Assoc-LV-LT); Green, Ronald D. (Assoc-LV-LT); Tipton Obermeyer, Julie D.(Secy-LV-IP)
Subject: RE: Wolf Creek - Hidden Wolf

Dear Mr. Firth,

First of all, please let me apologize for not being available in the past week by phone. It has been a very busy time for me and I really haven't been trying to avoid you, I just haven't been able to catch the phone when you have called and I usually review my phone messages in the evenings after the time when I could catch you. I should be available all day and will do my best to catch the call if you decide you would still like to discuss this further after reading what I have to say below.

I regret that your clients are still having consternation with respect to the name we have chosen for our housing development. I've tried to be reasonable and work with you the best I could and compromise with respect to our advertising, but as I made it perfectly clear in my last email, we will not be changing the name of our development. The word "Wolf" is neither proprietary, nor is it patentable, so I don't see why they are opposing our use of a common English language word. Are they suing all businesses in Mesquite with the word "Wolf" in it or are they just discriminating against us?

I have been checking around and I have been told that your clients have sued others on 3 occasions for similar reasons. It is my understanding that they lost 2 and the third was dropped as the opposing party did change their name from Wolf Creek Estates to Mesquite Estates. I can see why they were upset at the Wolf Creek Estates name since it was an obvious copy of their name and one could easily assume a connection between the two, but it is a far stretch to apply the same reasoning to Hidden Wolf. I'm wondering if the courts will be weary of yet another frivolous law suite from your clients?

In fairness, my staff and I have discussed your concern with quite a few people. I asked them to be unbiased and to give us their opinion. In each and every case, they were quite amused that your clients would even think that there is a connection between the two companies just from their respective names. I'm wondering if the readers of the local newspaper or of national magazines would enjoy reading about the pettiness of such a law suite if your clients decided to go that route?

We also noticed that the city of Mesquite shows a picture of Wolf Creek on their web page, is your client suing them too?

As I have said in my previous emails, we would prefer to have a good relationship with your clients given the proximity of our properties, but it is up to them to choose if they wish to get along or have an adversarial relationship. In your last email you said that your clients view the name issue and other things such as drainage as two separate issues, but please know that we once again disagree, we either get along on all things and work together, or we don't.

Best regards,

Brent McQuarrie
Manager
Mesquite 73, LLC

> ----- Original Message -----

> From: FirthJ@gtlaw.com
> To: brentm@lakesidevillage.com
> Subject: RE: Wolf Creek - Hidden Wolf
> Date: Tue, 18 Dec 2007 00:02:31 -0800

> Dear Mr. McQuarrie:

> Thank you for your email below and the copy of the instructions to
> your ad agency to improve your advertising. These are certainly steps
> towards a resolution.

> Further to my voicemails, Wolf Creek would still like to find an
> amicable solution to its dispute with Hidden Wolf. In order to avoid
> litigation, however, Wolf Creek would like a written agreement
> specifying (1) that you will be more careful to avoid confusing
> statements and images in your ads (like those listed in my first
> letter to you) and (2) that you will rebrand to a name that does not
> contain WOLF or CREEK.

> Please let us know by the end of the day on Tuesday if you will
> consider, in principle, such an agreement, and we will prepare a draft
> for your review. We can also discuss the issues raised in you email in
> greater detail. If you are unwilling to discuss such a settlement, we
> will need to agree to disagree and look to the courts for help
> resolving this dispute.

> Please "reply all" if you respond by email or call Ron Green at (702)
> 938-6887 if you try to call me but cannot get through.

> Sincerely,

> Jason

> Jason D. Firth

> Greenberg Traurig

> -----Original Message-----

> From: brentm@lakesidevillage.com [mailto:brentm@lakesidevillage.com]
> Sent: Wednesday, December 12, 2007 4:47 PM
> To: Firth, Jason D. (Shld-LV-IP)
> Cc: Jennifer McKervey; Jennifer McKervey; justin@fcfutah.com; Pat
> Bekeris; Ray Carter

> Subject: RE: Wolf Creek - Hidden Wolf

>
> Dear Mr. Firth,
>
> Thank you for your efforts to find a common ground between the Wolf
> Creek Golf Course and the Hidden Wolf housing development. I was tied
> up all day with my accountant and with a couple of attorneys, on other
> matters, and couldn't get back to you so I thought I would shoot you
> off an email. I should be available by phone all day tomorrow if you
> wish to discuss this further.
>
> In past correspondence I didn't mean to imply that we had Wolf Creek's
> approval to use Hidden Wolf as our name, as we don't need their
> permission, but I wanted to stress that they did see our name months
> ago and I wish they had mentioned their objection and had requested to
> have it changed at that time.
>
> You are correct that there are millions of other words we could have
> used instead of Hidden Wolf, but just like your clients who chose
> freely to use Wolf Creek because they liked it, we have the right to
> choose the words that we like as well. I sincerely hope that in the
> near future they will come to realize that our name has not been a
> detriment to them, but has somehow brought value to them.
>
> With respect to branding, I will commit to not using the photos we
> used in past ads for our future ads. I hope your clients will
> understand that we must use some pictures in our ads to get people
> interested in our property. It would be imprudent for us to not show
> the beautiful views from our property which includes views of their golf course.

>
> Further, I am still having a tough time understanding which words or
> phrases in our ads have led you to state that people will think that
> we are affiliated with Wolf Creek. I'd appreciate it if you would
> give me direct quotes so we can try and avoid them in the future.

> Thanks for your efforts,

>
> Brent McQuarrie
> Manager
> Mesquite 73, LLC

>
>
> > ----- Original Message -----
> > From: FirthJ@gtlaw.com
> > To: brentm@lakesidevillage.com
> > Subject: RE: Wolf Creek - Hidden Wolf
> > Date: Wed, 12 Dec 2007 13:43:52 -0800

> > Dear Mr. McQuarrie:

> >
> > I have been trying to reach you by phone to resolve this matter, but
> > have not been able to catch you. Wolf Creek would also like to
> > establish a neighborly working relationship with you. Our client
> > views the drainage and branding issues as completely separate and
> > will

> > work with you on each of them separately.
> >
> > As to the branding issue, Wolf Creek would prefer not to litigate,
> > but
>
> > you have not yet given us your assurances that you will stop your
> > misleading advertising. If you will agree to stop all misleading
> > advertising and to change your branding so as to not suggest an
> > affiliation with Wolf Creek, our client will take no further action.
> > If we do not receive such assurance this week, litigation will
> > almost inevitably follow.
> >
> > In your prior email you mentioned that Wolf Creek should have
> > objected
>
> > to the HIDDEN WOLF name earlier. Please recognize that Wolf Creek
> > did
>
> > NOT approve the name and DID ask your representatives not to use
> > unapproved photos of Wolf Creek in advertising your development.
> > Subsequently, you ran ads using very misleading photos and text.
> > At this point Wolf Creek is certainly within its rights to ask you
> > to back away from branding that suggests an affiliation with Wolf
> > Creek.
>
> > With millions of words at your disposal, you have no legitimate
> > reason
>
> > to use WOLF in your branding.

> > Best regards,

> > Jason

> > Jason D. Firth

> > Greenberg Traurig

> -----

> --

> > Tax Advice Disclosure: To ensure compliance with requirements
> > imposed by the IRS under Circular 230, we inform you that any U.S.
> > federal tax advice contained in this communication (including any
> > attachments), unless otherwise specifically stated, was not intended
> > or written to be used, and cannot be used, for the purpose of (1)
> > avoiding penalties under the Internal Revenue Code or (2) promoting,
> > marketing or recommending to another party any matters addressed

> > herein.

> >
> > The information contained in this transmission may contain
> > privileged and confidential information. It is intended only for the
> > use of the person(s) named above. If you are not the intended
> > recipient, you are hereby notified that any review, dissemination,
> > distribution or duplication of this communication is strictly
> > prohibited. If you are not the intended recipient, please contact
> > the sender by reply email and destroy all copies of the original
> > message. To reply to our email administrator directly, please send
> > an email to <mailto:postmaster@gtlaw.com>.

> >
> > -----

> > --
> > ----

> >
> > From: brentm@lakesidevillage.com [<mailto:brentm@lakesidevillage.com>]
> > Sent: Monday, December 10, 2007 10:42 AM
> > To: firthj@glaw.com
> > Cc: justin@fcfutah.com; Ray Carter
> > Subject: Wolf Creek - Hidden Wolf

> > Dear Mr. Firth,

> >
> > As you will recall from my past correspondence, I suggested that
> > perhaps your Wolf Creek clients may want to forget suing us and
> > begin to establish a good working relationship as things will come
> > up in the

> > future where we may be able to help each other.

> > I guess the future is here. Ray Carter, our in-house engineer,
> > received a phone call from Robert Fuller from Wolf Creek requesting
> > a meeting to review some drainage questions. Ray called me and
> > asked if

> > he may meet with Robert while he is in town tomorrow and Wednesday.

> > I
> > told Ray that I just couldn't approve of his meeting with Mr.
> > Fuller if Wolf Creek is going to sue us.

> > I would certainly like to continue our efforts in establishing a
> > good working relationship with Wolf Creek, but not if they choose an
> > adversarial relationship by suing us over our name, etc.

> > I would appreciate the courtesy of letting me know today if your
> > clients are in deed going to go through with their threat to sue us,
> > or if they would be willing to drop it knowing that we would agree
> > to not use the pictures we have used in previous advertising.

> > Thank you in advance for your prompt response.

> > Sincerely,

> > Brent McQuarrie
> > Manager
> > Mesquite 73, LLC
> >
> > -----Original Message-----
> > <http://www.gtlaw.com/>
>
> >

>