

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARATHON PETROLEUM COMPANY)
LP, a Delaware limited partnership)
)
Plaintiff,)
)
v.)
)
FUTURE FUELS OF AMERICA, LLC, a)
Michigan limited liability company;)
HAKIM FAKHOURY also known as)
ABDELHAKHEEM FAKHOURY, an individual;)
and OASIS OIL, LLC, a Michigan limited liability)
company,)
)
Defendants.)

Hon. Patrick J. Duggan
Magistrate Judge Mark A. Randon

Civil Action No.: 2:10-cv-14068

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**STIPULATED ORDER REGARDING PLAINTIFF'S MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

At a session of said Court held in the
United States District Court for the Eastern District of Michigan
This 14th day of October, 2010.

PRESENT: HONORABLE PATRICK J. DUGGAN
UNITED STATES DISTRICT JUDGE

Plaintiff, Marathon Petroleum Company LP (“Marathon”), having filed a Motion for Temporary Restraining Order and Preliminary Injunction, and counsel having discussed the issues outlined in the pleadings, Marathon and Defendants, Future Fuels of America, LLC and Oasis Oil, LLC “Stipulating Defendants” hereby stipulate to entry of an Order granting Marathon a Temporary Restraining Order and Preliminary Injunction as to Stipulating Defendants, and agree that Stipulating Defendants and their respective members, agents, servants, employees and all persons in active concert or participation with Stipulating Defendants will: (a) refrain from using Marathon’s Marks or Brand Signage that are likely to cause confusion, mistake or deception with respect to Marathon’s rights, and otherwise infringing Marathon’s trademarks; (b) debrand and/or allow Marathon and/or its agents, to the extent that Stipulating Defendants has the authority to do so, to enter onto any Branded Outlets or retail location for purposes of debranding them, by removal and covering up of any of Marathon’s brands, Marks, or Brand Signage at the premises, including but not limited to stations located at: (i) 3860 Dix Road, Lincoln Park, Michigan; (ii) 4407 Fort Street, Trenton, Michigan; and (iii) 2821 Fort Street, Wyandotte, Michigan; (c) return to Marathon its branding or signage, including the plate on the credit card manual imprinters, sign faces, markings on gas dispenser coverings and point of sale materials on the dispensers and stores at each location; and (d) with respect to Future Fuels only, that it and its agents, members, employees and all persons in active concert with it, shall refrain from refrain from interfering in any manner with other Marathon branded retail locations that may have been or were former customers of Defendants, including but not limited to instructing or advising former customers to object to any debranding efforts by Marathon and/or its agents or contractors, including

but not limited to retail locations at 1701 E. Grand Blvd. in Detroit, Michigan, 186 N. Gratiot in Mt. Clemens, Michigan and 13550 Telegraph Road in Redford, Michigan;

NOW THEREFORE, the Court being fully advised in the premises:

IT IS HEREBY ORDERED that a Temporary Restraining Order and Preliminary Injunction will issue, and Stipulating Defendants and their respective members, agents, servants, employees and all persons in active concert or participation with them shall:

- a) Immediately cease and desist from using Marathon's Marks or Brand Signage that are likely to cause confusion, mistake or deception with respect to Marathon's rights; and otherwise infringing Marathon's trademarks;
- b) Immediately debrand and/or allow Marathon and/or its agents, to the extent Stipulating Defendants have the authority to do so, to enter onto any Branded Outlets or retail location for purposes of debranding them by removal and covering up of any of Marathon's brands, Marks, or Brand Signage at the premises, including but not limited to stations located at: (i) 3860 Dix Road, Lincoln Park, Michigan; (ii) 4407 Fort Street, Trenton, Michigan; and (iii) 2821 Fort Street, Wyandotte, Michigan;
- c) Immediately return to Marathon its property, branding or signage, including the plate on the credit card manual imprinters, sign faces, markings on gas dispenser coverings and point of sale materials on the dispensers and stores at each location; and
- (d) with respect to Future Fuels only, that it and its agents, members, employees and all persons in active concert with it, shall refrain from interfering in any manner with other Marathon branded retail locations that may have been or were former customers of Defendants, including but not limited to instructing or advising former customers to object to any debranding efforts by Marathon and/or its agents or

contractors, including but not limited to retail locations at 1701 E. Grand Blvd. in Detroit, Michigan, 186 N. Gratiot in Mt. Clemens, Michigan and 13550 Telegraph Road in Redford, Michigan.

The foregoing shall be completed as expeditiously as possible, but no later than 5:00 p.m. on Friday, October 15, 2010.

IT IS FURTHER ORDERED THAT the parties have not waived any claims, rights or defenses to this litigation by entering into the stipulation set forth above.

s/Patrick J. Duggan
Patrick J. Duggan
United States District Judge

Dated: October 14, 2010

I hereby certify that a copy of the foregoing document was served upon counsel of record on Thursday, October 14, 2010, by electronic and/or ordinary mail.

s/Marilyn Orem
Case Manager

Stipulated and Agreed:

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