

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

BUC-EE'S, LTD.
Plaintiff,

v.

SHEPHERD RETAIL, INC., ET. AL
Defendants.

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CIVIL ACTION NO. 4:15-CV-03704

JURY TRIAL DEMANDED

DEFENDANTS' REPORT ON INJUNCTION ORDER

On August 2, 2018 Judge Ellison entered an order for Permanent Injunctive Relief stating Choke Canyon and any of their predecessors, successors, parents, subsidiaries and related companies, officers, agents, employees, and other persons or entities who control them or are under their control (collectively, Choke Canyon and Related Entities) are hereby permanently restrained and enjoined from:

- a. any and all sale, offering for sale, distribution, or advertising of any goods or services in connection with the Choke Canyon Logo or any colorable imitation of Buc-ee's Logo;
- b. any and all use of the Choke Canyon Logo or any colorable imitation of Buc-ee's Logo on any labels, signs, prints, packages, wrappers, receptacles, motorized vehicles or advertisements of any goods or services;
- c. falsely representing themselves as being connected with Buc-ee's, through sponsorship or association;
- d. using any logo, and/or layout or engaging in any act which is likely to falsely cause members of the purchasing public to believe any goods or services of Choke Canyon are in any way sponsored by, endorsed by, approved by, and/or in any way associated with Buc-ee's;
- e. using the Choke Canyon Logo, or any colorable imitations of the Buc-ee's Logo on any webpage or websites owned, operated by, or controlled in any way by Choke Canyon and Related Entities; and

- f. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

At this time, and in compliance with the Permanent Injunction, Choke Canyon and all Related Entities have:

- a. ceased all sales, offering for sale, distribution, and advertising of any goods or services in connection with the Choke Canyon Alligator Logo or any colorable imitation of the Buc-ee's Logo;
- b. removed the Choke Canyon Alligator Logos from all labels, prints, packages, wrappers, receptacles, motorized vehicles, or advertisements of any goods or services;
- c. removed the Choke Canyon Alligator logo from all signs where it was physically able to do so and arranged for the removal of the Choke Canyon Logo from all other signs as soon as possible;
- d. never falsely represented themselves as being connected with Buc-ee's, through sponsorship or association and continues this such representation;
- e. ceased using any logo, and/or layouts or engaging in any act which is likely to falsely cause members of the purchasing public to believe any goods or services of Choke Canyon are in any way sponsored by, endorsed by, approved by, and/or in any way associated with Buc-ee's
- f. removed all of the Choke Canyon Alligator Logos from any webpage or websites owned, operated by, or controlled in any way by Choke Canyon and Related Entities; and
- g. not assigned, transferred, formed any new entities or associations or utilized any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

See Ex. 1. Mr. Panjwani has removed all products bearing the Choke Canyon Logo from all of Defendants' stores, *see* Ex. 2, removed all advertisements bearing the Choke Canyon Logo, *see* Ex. 3, removed the Choke Canyon Logo from all motorized vehicles, and removed the Choke Canyon Logo from any and all webpages or websites owned, operated, or controlled by Choke Canyon and Related Entities. Further, Mr. Panjwani has, to the extent it is physically possible,

removed or covered all signs bearing the Choke Canyon Logo from all Choke Canyon stores and associated businesses. *See* Exs, 4, 5, & 6.¹ However, there are three signs bearing the Choke Canyon Logo that Defendants have been physically unable to remove or cover. These signs are the 65-foot highway sign at Defendants' Atascosa travel center, the large street sign in front of Defendants' Blanco restaurant, and the sign affixed to the front of Defendants' Blanco restaurant. Because of the height of these signs, Defendants have been physically unable to cover or remove them.

Defendants tried their best to have all signs bearing the Choke Canyon Logo removed within the 45-day time frame prescribed by the Court. However, removing these signs requires a 100-foot crane. There is only one company, Strickland Sign Service, LLC, with a crane that tall in the San Antonio area and it is rented by all of the sign companies in San Antonio and South Texas. For this reason, it has taken Defendants longer than anticipated to get a rental time and schedule a time to have these signs removed. The signs at Defendants' Blanco restaurant are scheduled to be removed on October 1, 2018 and the sign at Defendants' Atascosa travel center is scheduled to be removed October 8, 2018 when Defendants' sign company was able to get a rental time for the crane. In the interim, Defendants have unplugged and shut off the power to these lighted signs. Upon the removal of these remaining signs, Mr. Panjwani believes that all Choke Canyon Alligator Logos will have been removed from all stores and the general public.

DATED this 25th day of September 2018.

Respectfully submitted,



¹ Exhibit 2 contains photos showing covered Choke Canyon Logo signs at Defendants' Atascosa travel center. Exhibit 3 contains photos showing covered Choke Canyon Logo signs at Defendants' Blanco restaurant. Exhibit 4 contains photos of covered Choke Canyon Logo signs at Defendants' Whitsett travel center and Whitsett restaurant.

Charles W. Hanor
Texas Bar No. 08928800
Hanor Law Firm, PC
750 Rittiman Road
San Antonio, TX 78209
(210) 829-2002 Phone
(210) 829-2001 Fax
chanor@hanor.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document is being served this I hereby certify that on September 25, 2018, a true and correct copy of the foregoing document will be served upon counsel of record via electronic mail through the United States District Court's CM/ECF system.

/Charles W. Hanor/
Charles W. Hanor

EXHIBIT 1

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

BUC-EE'S, LTD.
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CIVIL ACTION NO. 4:15-CV-03704

JURY TRIAL DEMANDED

AFFIDAVIT OF AMJAD "JOHN" PANJWANI

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, in the said County in said State, personally appeared Amjad "John" Panjwani who is known to me to be the person whose name is subscribed to the following instrument, and having been duly sworn upon his oath, testified as follows:

1. My name is Amjad "John" Panjwani. I am over the age of 21 and I have personal knowledge of, and am competent to testify as to, the matters set forth in the Injunction Report and here below.

2. I am the owner of all Defendants and Related Choke Canyon Entities.

3. Following the jury verdict on May 22, 2018, I immediately took steps to began removing products and items bearing the Choke Canyon Alligator Logo from all Defendants and Related Choke Canyon Entities.

4. Pursuant to the Permanent Injunction signed on August 2, 2018, we further removed all Choke Canyon Alligator Logos from all Defendants and Related Choke Canyon Entities within our physical limits.

5. All products bearing the Choke Canyon Logo have been removed from all of Defendants' stores.

6. All advertisements bearing the Choke Canyon Logo have been removed.

7. The Choke Canyon Logo has been removed from all of Defendants' motorized vehicles.

8. The Choke Canyon Logo has been removed from any and all webpages or websites owned, operated, or controlled in any way by Choke Canyon and/or its Related Entities.

9. To the extent that it is physically possible, all signs bearing the Choke Canyon Logo have been removed or covered.

10. Many signs had to be covered since it was impossible to get replacement faces for many of the signs to meet the deadline.

11. However, Defendants have been unable to remove or cover three lighted signs bearing the Choke Canyon Logo.

12. These lighted signs are the 65-foot highway sign in front of Defendants' Atascosa travel center, the large street sign in front of Defendants' Blanco restaurant, and the sign affixed to the front of Defendants' Blanco restaurant.

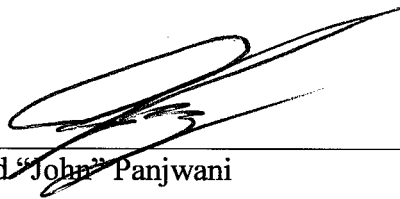
13. Given the height and size of these lighted signs, it is physically impossible for Defendants to safely remove or cover these signs lights on their own.

14. Therefore, Defendants hired Comet Neon Advertising Co. to remove the elevated signs when Comet could rent the only crane in town to access them.

15. The remaining sign at Defendants' Blanco restaurant are scheduled to be removed by Comet Neon Advertising Co. on October 1, 2018 when Comet could rent the only crane in town.

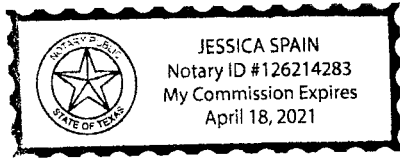
16. The remaining sign at Defendants' Atascosa travel center are scheduled to be removed by Comet Neon Advertising Co. on October 8, 2018 when Comet could rent the only crane in town.

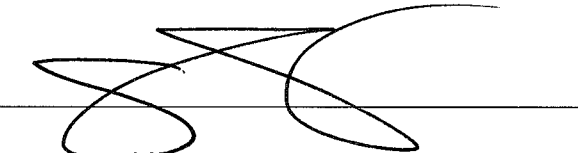
17. Once these three remaining signs are removed, all Defendants and Related Choke Canyon Entities will have completely removed all Choke Canyon Alligator Logos per the Order for Permanent Injunction.



Amjad "John" Panjwani

SUBSCRIBED AND SWORN TO BEFORE ME on this 25th day of September,
2018, to certify which witness my hand and official seal.





Notary Public

County of Bexar, State of Texas

My Commission Expires: April 18, 2021

EXHIBIT 2





































ICE

10 LBS
ICE
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WE RESERVE THE RIGHT TO LIMIT

EXHIBIT 3





EXHIBIT 4







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EXHIBIT 5













**DRIVE
THRU**





EXHIBIT 6



