

Exhibit A
**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

Mr Showers, LLC,

Plaintiff and
Counterclaim Defendant, and

**William Hogsett, Elite Showers, LLC,
Elite Showers Plano, LLC, Bath Envy,
LLC**

Counterclaim Defendants

vs.

Mr. Shower Door, Inc.,

Defendant and,
Counterclaim Plaintiff.

Civil Action No. 3:21-cv-01675-MPS

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

THIS MATTER (the “Civil Action”) was commenced by Plaintiff Mr Showers, LLC (“Plaintiff”) by filing a complaint in the Eastern District of Texas under Civil Action No. 4:21-cv-00520-ALM against Defendant Mr. Shower Door, Inc. (“Defendant” or “MSD”). The Eastern District of Texas transferred the Civil Action to this Court following Defendant’s motion for transfer. Thereafter, Defendant answered the complaint and filed counterclaims;

In February 2022, Defendant filed an ex parte motion to amend its counterclaims (Dkt. 43) to add the following parties as counterclaim defendants: William Hogsett, Elite Showers, LLC, Eline Showers Plano, LLC and Bath Envy, LLC.

That motion (Dkt 43) was granted. Thus, the following individuals and entities are parties to the present Civil Action: William Hogsett (“Hogsett”), an individual resident of the state of Texas with an address at 6567 Canyon Ranch Rd, Frisco TX 75036; Elite Showers LLC (“Elite”) which is a reserved name in Texas and/or an unincorporated entity controlled by Hogsett and is

doing business under that name with an address of 6567 Canyon Ranch Rd, Frisco TX 75036; Elite Showers Plano, LLC (“Elite Plano”) a Texas company with an address of 800 Fulgham Rd. #21, Plano TX 75093 that is owned 100% by Hogsett; and Bath Envy, LLC (“BE”) is another entity owned/controlled/operated by Hogsett with an address at 6567 Canyon Ranch Road, Frisco, TX 75036.

Plaintiff and Defendant have agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Hogsett has agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Elite has agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Elite Plano has agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

BE has agreed and acknowledged service for the purposes of consenting to jurisdiction and enforcement by this Court;

Plaintiff, Hogsett, Elite, Elite Plano, BE and Defendant having consulted independent legal counsel in connection with this Civil Action; and

Plaintiff, Hogsett, Elite, Elite Plano, BE and Defendant having agreed to the entry of this Consent Judgment and Permanent Injunction (the “Consent Judgment”);

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, and ORDERED AND ADJUDGED, and made effective as of **five (5) business days after** this 12th day of April, 2023 (“Effective Date”) as follows:

1. Plaintiff has not responded to the counterclaims (Dkt. 31). Plaintiff has received and acknowledges it has received service of the counterclaims (Dkt. 31). Therefore each and every allegation therein is ADMITTED.

2. The amended counterclaims (Dkt. 43) make various allegations against Plaintiff, Hogsett, Elite, Elite Plano and BE related to Counts VI-XI. Defendant filed the amended counterclaims which were served and Plaintiff, Hogsett, Elite, Elite Plano and BE each consented to and acknowledge such service. Each and every allegation in the amended counterclaims (Dkt. 56) as filed is deemed ADMITTED as of the Effective Date of this order.

3. The Court has personal jurisdiction over each of the parties to this action. The Court has federal question jurisdiction pursuant to 28 U.S.C. §§ 1331, and 1338 over the Lanham Act claims because the action alleges *inter alia* violations of federal statutes; and the Court has jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over the state law claims because they arise out of the same nucleus of operative fact and are so related to the federal cause of action that they form the same case or controversy. Venue is proper in this judicial district under 28 U.S.C. § 1391.

4. Hereinafter Plaintiff, Hogsett, Elite, Elite Plano and BE are referred to as “MSTexas” in order to bind each of those entities/individuals both individually and collectively as a group with joint and several liability and liability/responsibility. Hogsett is personally liable, and the remaining MSTexas entities are jointly, individually and severally liable for the performance of obligations under this Consent Judgment.

5. MSTexas and Defendant consent to the jurisdiction of this Court to enter and enforce the Order against them, their officers, members, employees, servants, agents, licensees, attorneys,

successors-in-title, affiliates, subsidiaries and assigns, all those in active concert and participation with any of them, and the parties hereby consent to the entry of this Consent Judgment.

6. The Court hereby directs final judgment in favor of Defendant and against MSTexas in accordance with the terms herein.

7. MSD is the owner of the trademark MR. SHOWER DOOR in both block letter and stylized formats for goods and services related to shower enclosures, installation of the same and related hardware under U.S. Trademark Registration Nos. 1,520,933, 1,585,072, 3,441,822 and 5,853,042 (“MSD Marks”).

8. The MSD Marks are valid, enforceable, incontestable and are neither descriptive nor generic.

9. Hogsett and Plaintiff infringed the MSD Marks by use of MR SHOWERS and MR SHOWER DOORS and by use and registration of the Domains as defined below.

10. Hogsett and Plaintiff committed cybersquatting in violation of 15 USC § 1125(d) by registering and using the mrshowers.com, mrshowerdoors.com, mrshowerdoorsdallas.com, mrshowerdoorstampa.com, mrshowerdoorsaustin.com, mrshowerdoorshouston.com, mrshowerdoorsokc.com, MRshowerdoorsdenver.com, MRshowerdoorsFortWorth.com, MRshowerdoorsindianapolis.com, MRshowerdoorsjacksonville.com, MRshowerdoorsSanAntonio.com, mrshowerdoorslasvegas.com, mrshowerdoorsvegas.com domain names (the “Domains”) with the intentional and willful attempt to profit, in bad faith, from Defendant's MSD Marks.

11. Beginning on the date of this Order, MSTexas including their respective parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons in active concert or participation with them are, enjoined and prohibited from: (1) using any brand or mark containing MR or MISTER or MRS or MS or MISS or any confusingly similar term thereto; (2) infringing Defendant's MSD Marks or any one of them; (3) acquiring or causing or encouraging others to acquire any domain confusingly similar to any of the Domains or the MSD Marks; (4) invalidating or attempting to invalidate or cancelling or attempting to cancel or otherwise declaring or attempting to declare unenforceable any of the MSD Marks; (5) filing, or assisting or encouraging others to file, any application for trademark which would conflict with this injunction if used; and (6) making any statements to any other individual issuing or participating or assisting in any publications related to the Civil Action, the dispute between MSD and MSTexas or making any comparative advertising or reviews or issuing statements, press releases, blogs or other content which mention Defendant.

12. With more particularity in regards to the previous paragraph, but without limiting the scope of such injunction:

A. MSTexas shall cease and is enjoined from all use of the MR SHOWERS and MR SHOWER DOORS marks;

B. MSTexas shall not use MR or MISTER or MRS or MS or MISS or any confusingly similar term thereto in its branding, advertising, marketing, domain names; on its product packaging, service vehicles, websites, social media channels; or as a keyword, meta tag, search term;

C. MSTexas shall destroy any and all marketing materials bearing the name MR SHOWERS/MR SHOWER DOORS or any derivation, colorable imitation thereof;

D. MSTexas shall not file, or assist or encourage others to file, any application for trademark for marks or logos that are similar to any MSD Marks;

E. MSTexas agrees not to contest, challenge, oppose or seek to cancel the MSD Marks or bring an action against Defendant's use of MSD Marks in connection with Defendant's goods and services identified in the corresponding U.S. Registrations for Defendant's MSD Marks;

F. MSTexas shall not use a square or rectangle or parallelogram shape in its logo and shall not use the other design elements of the former Mr Showers or Mr Shower Doors design mark;

G. MSTexas shall not use a font similar to that in any MSD Mark in its logo and shall not use a website design or color scheme similar to MSD;

H. MSTexas shall not use or display or make any comparative advertisements which compare to Defendant;

I. Plaintiff shall de-activate its Facebook, Instagram and all other social media pages and internet marketing pages which Plaintiff or its members, employees, agents or attorneys have control over, and Plaintiff shall de-activate all Google, Yahoo, Bing and other accounts/pages/sites and shall not re-name or use the same in any form and furthermore, any Facebook, Instagram or other social media, or marketing page or Google, Yahoo, Bing or other accounts/pages/sites formerly used by Plaintiff under MR SHOWERS or MR SHOWER DOOR branding which are now used by MSTexas shall be de-activated and deleted and MSTexas shall start from brand new

social media and marketing pages, notwithstanding the foregoing, Hogsett may maintain his personal pages but must remove all reference to or posts related to Mr Showers and MSD including any colorable imitation thereof;

J. MSTexas shall terminate and is enjoined from all on-line marketing campaigns, pay-per click advertising, banner ads, and any other marketing efforts including meta-tags, keywords, Google AdWords, all links to and all business listings by third party sites including Yellow Pages and LinkedIn, all social media pages including Facebook, Twitter, Instagram, and the like, that use MR SHOWERS/MR SHOWER DOORS, MR or MISTER or MRS or MS or MISS, or any derivation, colorable imitation thereof, it being understood that Plaintiff shall take all reasonable actions necessary to accomplish the same;

K. MSTexas shall not target any advertising, SEO ranking or marketing efforts involving shower glass or shower installations or glass or glass installations towards Connecticut, New York, New Jersey or Massachusetts.

L. MSTexas shall delete all blogs, social media posts and other content referencing or related to MSD or its attorneys including deletion of any opinions, publications, blogs or posts referencing or commenting on the Civil Action, any communications related thereto and MSTexas and their heirs, successors and assigns shall not make or issue any commentary, publications, blogs, social media posts, video posts or other content related to or referring to: MSD, MSD's attorneys or law firm or any commentary or other statements concerning the Civil Action from the Effective Date forward to such time that all MSTexas entities and individuals and MSD and their successors and assigns are all out of business or dissolved, it being understood that Plaintiff shall take all reasonable actions necessary to accomplish the same.

13. MSTexas shall transfer all the Domains as defined above, and any other domain owned by Plaintiff that is a derivation or colorable imitation thereof, or any domain confusingly similar thereto, including typo-domains that constitute typographical errors or alternate spellings of MR SHOWERS/MR SHOWER DOORS, to Defendant within ten (10) days of the date of this Order.

14. Hogsett and Plaintiff shall dissolve Mr Showers, LLC with the Secretary of State in Texas within ten (10) days of this Order and Plaintiff send a copy of said paperwork to Defendant's attorneys within ten (10) days of the dissolution being made effective.

15. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms and provisions of this Consent Judgment. This Consent Judgment shall be binding on and shall inure to the benefit of Defendant's and MSTexas's successors.

16. In the event of a violation of this Consent Judgment, Defendant shall be entitled to recover its attorney fees, costs and expenses in connection with that matter in addition to any damages and Defendant shall be entitled to preliminary and permanent injunctive relief without being required to post bond or show irreparable harm.

17. The Parties have informed the court that there is a separate confidential settlement agreement and the entry of this order shall not modify that agreement and as that agreement remains confidential, the court does not retain jurisdiction to enforce the settlement agreement in the present action. Any violation of the confidential settlement agreement shall be filed in a separate action which the Court may consider at a later time joining with any motion or cause of action related to violation of the Consent Judgment.

IT IS SO ORDERED.

SSJR 00891-L0089A

Dated: April 12, 2023

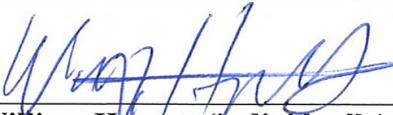
Hon. Michael P. Shea
United States District Court Judge

CONSENT

The foregoing Consent Judgment and Permanent Injunction is approved as to form and substance, and the entry thereof without further notice is hereby consented to, and the respective parties have agreed to waive, and do hereby waive, all rights of appeal which they, or any of them, may have from said Consent Judgment and Permanent Injunction.

I have reviewed and executed this document on the date indicated below and my signature binds me (William Hogsett) individually and also binds each and every entity listed below my signature including Mr Showers LLC, Elite Showers LLC, Elite Showers Plano, LLC and Bath Envy, LLC along with their successors, assigns and other entities as identified as in the scope of the Consent Judgment.

Date



**William Hogsett (individually) and as
Authorized Member of each of: Mr Showers
LLC, Elite Showers LLC, Elite Showers Plano,
LLC and Bath Envy, LLC**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas : ss.
COUNTY OF Denton :

On 17 January, 2023, before me personally appeared **William Hogsett** who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

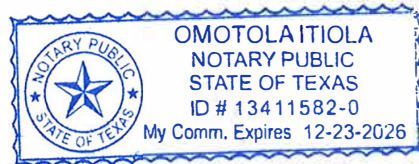
WITNESS my hand and official seal.

Omotola Itiola

Notary Public Name

omitolola

Notary Public Signature



(Seal)

Dated: Jan 23, 2023

Respectfully submitted,

By:



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