

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Greenbelt Division)**

YANIK SILVER, )  
SUREFIRE MARKETING, INC. )  
JAMES EDWARDS, )  
GUARANTEED RESPONSE MARKETING, LLC )

Plaintiffs, )

v. )

I WORKS, INC. )

Defendant. )

Civil Action No. AW-06CV548

**CONSENT PERMANENT INJUNCTION OF DEFENDANT I WORKS, INC.**

The Court, having considered Plaintiffs’ Motion for Consent Permanent Injunction and the parties’ contemporaneously filed and fully-executed Stipulation for Consent Permanent Injunction, makes the following findings:

1. The following Consent Injunction constitutes a fair and adequate settlement of the issues involved in this case; and

2. The parties to the Stipulation have read and reviewed the following Consent Permanent Injunction and understand the nature, terms, and contents of said Consent Permanent Injunction; and

3. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332 (a)(1), federal question jurisdiction under 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338, pendent jurisdiction under 28 U.S.C. § 1367, and has personal jurisdiction over the Defendant

because Defendant has sufficient minimum contacts with the state of Maryland through its online businesses, advertising, marketing and sale of products to citizens of Maryland.

4. Venue is appropriate under 28 U.S.C. § 1391 (b) because a substantial part of the events or omissions giving rise to the claim occurred and a substantial part of property that is the subject of the action is situated in this judicial District.

5. The Court approves the Stipulation for Consent Permanent Injunction.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant I Works, Inc. and its officers, agents, servants, employees, sales persons, representatives, and other individuals acting on its behalf or at its direction are permanently enjoined and restrained from violating 15 U.S.C. § 1125 *et seq.* and the common law offense of commercial misappropriation by engaging in, or aiding or abetting others in any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression or omission of any material facts in connection with the advertising, offer of sale, or sale of any of its products, and from engaging in the following conduct or practices:

1. Advertising Defendant's products with materially false and misleading statements of fact and omissions regarding Plaintiffs' association with and sponsorship of Defendant's products.

2. Falsely describing or representing the origin of Defendant's products and services as that of Plaintiffs, including by using words or symbols to falsely describe or represent its products, the ownership of the trademark rights, and the very nature and sponsorship of the products.

3. Using Plaintiffs' names Yanik Silver and James ("Jim") Edwards, Surefire Marketing, Inc., or Guaranteed Response Marketing, LLC or any term in interstate commerce

related to the sale of Defendant's products in a false and misleading way which is likely to cause confusion, mistake, and deception as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of Plaintiffs' goods, services, or commercial activities.

4. Deceiving the public by making false and misleading representations about Defendant's connection to Plaintiffs' products or willfully trading upon and appropriating to Defendant the reputation and valuable goodwill of Plaintiffs by using Plaintiffs' trademarks, engaging in the unauthorized distribution of Plaintiffs' products, and subscribing Defendant's clients without permission to Plaintiffs' auto-responder systems such that Defendant is likely to cause confusion, mistake, or to deceive as to the affiliation, connection, or association of Defendant's products with Plaintiffs' products.

5. Violating Plaintiffs' exclusive proprietary and commercial rights, including the right of publicity, the right of association, the right of sponsorship, and the right of endorsement that exists at common law, in and to the names Yanik Silver and James ("Jim") Edwards to promote and sell online marketing tools.

6. Publishing, disseminating, and/or otherwise distributing advertisements in connection with the marketing and sale of Defendant's products that constitute commercial misappropriation of Plaintiffs' common law rights.

7. Appropriating and using the names, likenesses, images, and/or identities of Mr. Silver and Mr. Edwards in association with Defendant's marketing and sale of "Internet Marketing Boot Camp," as well as other products of Plaintiff, to Defendant's advantage, without Plaintiffs' consent.

8. From committing any acts of trademark infringement, false advertising, false designation of origin, unfair competition, commercial misappropriation, and unfair and deceptive trade practices.

9. From representing directly or indirectly in any form or manner whatsoever, that any product is a product of the Plaintiffs, when, in fact, it is not Plaintiffs' product;

10. From offering a free download of any of Plaintiffs' written works;

11. From passing off or inducing or enabling others to sell or pass off any product that is not Plaintiffs' product as a product of I Works or a clients of I Works;

12. From using the marks Yanik Silver, James (or "Jim") Edwards, Surefire Marketing, LLC, Guaranteed Response Marketing LLC in any way in the conduct of Defendant's business, advertising, and in promoting its business; and

13. From committing commercial misappropriation of Mr. Silver and Mr. Edwards' names, images, likenesses, or identities under common law.

14. Defendant hereby signs this Consent Permanent Injunction without admitting liability or acknowledgement of the strength or weakness of its legal claims.

15. Each party shall bear its own costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant I Works, Inc., is hereby jointly and severally liable for and shall pay a refund of the product "Internet Marketing Boot Camp" to any customers who are actually confused as to the source of the product, and have requested a refund of the product from the Plaintiffs. Plaintiffs agree to refer to I Works any such customers, and I Works agrees to refund those customers the amount those customers paid for the "Internet Marketing Boot Camp."

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant I Works will indemnify Plaintiffs for any future claims, judgments, or attorneys fees that Plaintiffs incur arising out of the claims in this matter.


SO ORDERED.

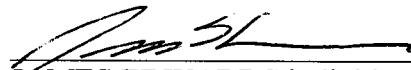
Date: \_\_\_\_\_

\_\_\_\_\_  
U.S. District Judge

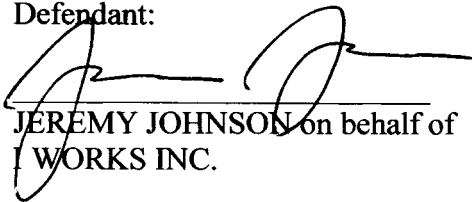
AGREED:

Plaintiffs:

  
\_\_\_\_\_  
YANIK SILVER individually and on behalf of SUREFIRE MARKETING, INC.

  
\_\_\_\_\_  
JAMES EDWARDS individually and on behalf of GUARANTEED RESPONSE MARKETING LLC

Defendant:

  
\_\_\_\_\_  
JEREMY JOHNSON on behalf of I WORKS INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

YANIK SILVER  
SUREFIRE MARKETING, INC.  
JAMES EDWARDS  
GUARANTEED RESPONSE  
MARKETING, LLC

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\*  
\*

Case No. AW-06CV548

vs.

TIMOTHY CHEUVRONT  
TVC MARKETING LLC  
I WORKS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2006 a copy of the foregoing Consent Permanent Injunction of Defendant I Works, Inc., which was electronically filed in this case on June 1, 2006, was mailed via first class mail, postage prepaid, to

Philip Gubler, Esq.  
25 North 100 East Suite # 102  
St. George, Utah 84770  
*Counsel for I Works, Inc.*

Timothy Cheuvront  
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Fort Worth, TX 76112

*Roger A. Colaizzi/mau*

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*Printed Name* *Bar Number*

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