

MARY KAY INC.,

Plaintiff,

VS.

**STEPHANIE HONEYCUTT AND
GARRY HONEYCUTT**

Defendant.

~~~~~

**IN THE DISTRICT COURT OF**

**DALLAS COUNTY, TEXAS**

191ST JUDICIAL DISTRICT

FILED

11 NOV 1963 PM 3:53

CLERK  
DISTRICT CLERK  
EL PASO, TEXAS  
COUNTY OF EL PASO

**JOINT MOTION FOR ENTRY OF AGREED PERMANENT INJUNCTION AND  
DISMISSAL WITH PREJUDICE**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Mary Kay Inc. and Defendants Stephanie Honeycutt and Garry Honeycutt announce to the Court that they have settled all matters and things in controversy between them through a Settlement Agreement executed by all of the parties. Having settled their dispute, the parties respectfully request the Court to enter the Agreed Permanent Injunction and Dismissal with Prejudice (attached hereto as Exhibit "A").

Respectfully submitted,

**Lars L. Berg**

State Bar No. 00787072

**Preston R. Mundt**

State Bar No. 24058465

KELLY HART & HALLMAN LLP

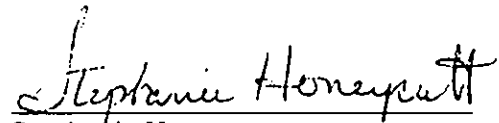
201 Main Street, Suite 2500

Fort Worth, Texas 76102

Phone: (817) 332-2500

Fax: (817) 878-9280

**ATTORNEYS FOR PLAINTIFF**

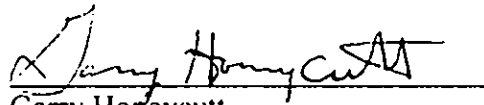


Stephanie Honeycutt

275 Pioneer Road

Beulah, MI 49617

**PRO SE DEFENDANT**



Garry Honeycutt

275 Pioneer Road

Beulah, MI 49617

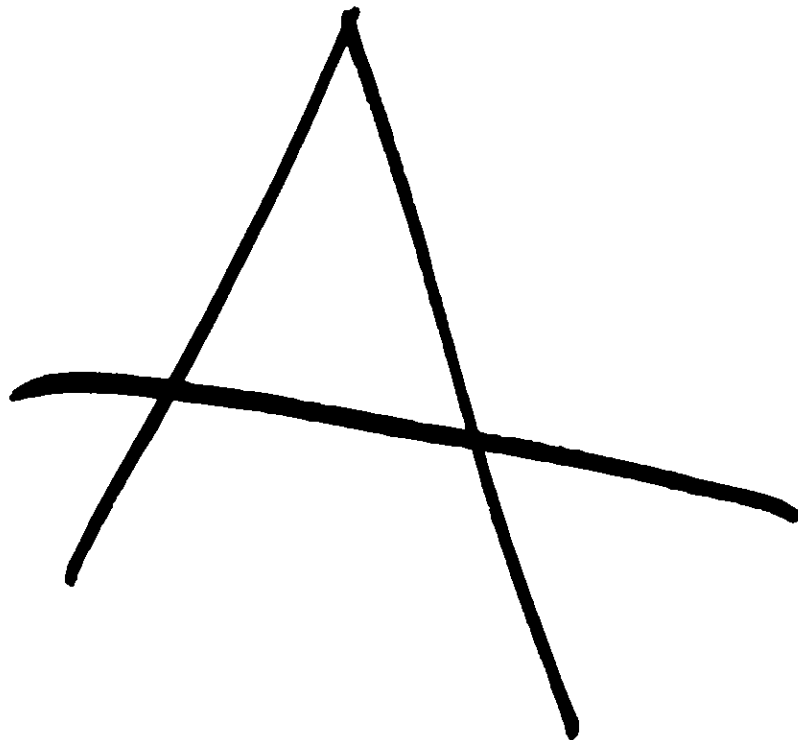
**PRO SE DEFENDANT**

**CERTIFICATE OF SERVICE**

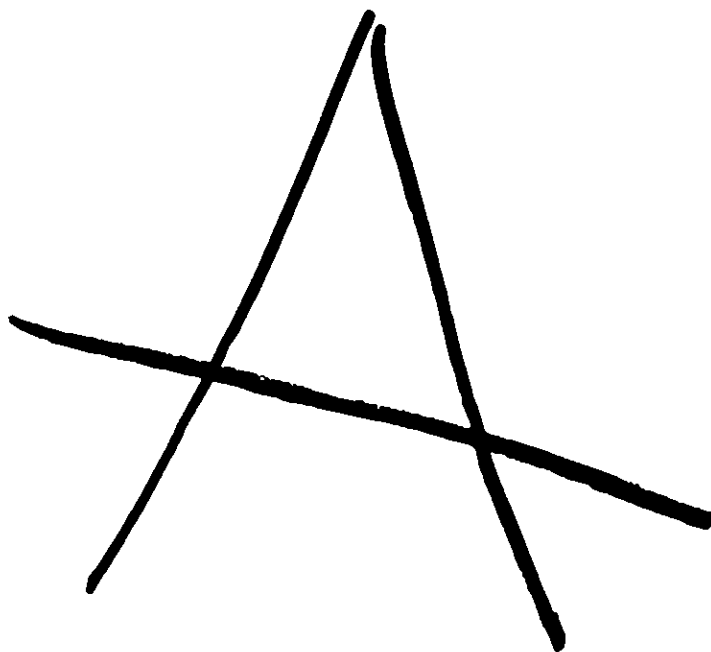
The undersigned does hereby certify that a true and correct copy of the foregoing document has been sent via First Class Mail, on this 15<sup>th</sup> day of ~~September~~<sup>November</sup>, 2011, to:

Stephanie Honeycutt  
Garry Honeycutt  
275 Pioneer Road  
Beulah, MI 49617

  
\_\_\_\_\_  
Preston R. Mundt



**EXHIBIT “A”**



**CAUSE NO. DC-11-10445-J**

**MARY KAY INC.,**

**Plaintiff,**

**VS.**

**STEPHANIE HONEYCUTT AND  
GARRY HONEYCUTT**

**Defendant.**

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**IN THE DISTRICT COURT OF**

**DALLAS COUNTY, TEXAS**

**191ST JUDICIAL DISTRICT**

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**AGREED PERMANENT INJUNCTION AND DISMISSAL WITH PREJUDICE**

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Before the Court is the parties' Joint Motion for Entry of Agreed Permanent Injunction and Dismissal With Prejudice. Pursuant to Section 65.011 of the Texas Civil Practice and Remedies Code, and the agreement of the parties, the Court enters judgment for Plaintiff Mary Kay Inc. ("Mary Kay") against Defendants Stephanie Honeycutt and Garry Honeycutt ("Defendants").

The Court is of the opinion that Defendants have engaged and are engaging in conduct that constitutes breach of contract and tortious interference with its contractual and business relationships. The Court finds that unless the commission of these acts is enjoined, Mary Kay will suffer irreparable damage to its business standing, goodwill, and reputation. Such damages include continued deception and confusion in the marketplace regarding the identity of individuals who are legitimately authorized to market Mary Kay products, as well as irreparable damage to the goodwill associated with Mary Kay's trademarks, the assurance of guarantees provided to purchasers of Mary Kay products, and the maintenance of its existing contractual relationships with Mary Kay Independent Beauty Consultants ("IBCs").

In order to resolve the dispute between them, the parties have moved the Court to enter this Permanent Injunction.

IT IS THEREFORE ORDERED THAT:

Stephanie Honeycutt and Garry Honeycutt, their current and former officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are enjoined from:

- (a) Selling, offering to sell and/or distributing any products manufactured by Mary Kay without the prior written consent of Mary Kay;
- (b) interfering with existing contractual relationships between Mary Kay and its IBCs by buying Mary Kay products from individuals who have or have had an existing contractual relationship with Mary Kay for the purpose of facilitating the marketing and resale of such products in a retail or service establishment environment;
- (c) soliciting Mary Kay IBCs to sell Mary Kay products in breach of the Independent Beauty Consultant Agreements;
- (d) using the Mary Kay trademark in connection with the sale or resale of Mary Kay products;
- (e) using the Mary Kay trademark in any advertisements;
- (f) falsely or misleadingly representing themselves and their activities, goods, and services to be sponsored by, approved by, or affiliated with Mary Kay;
- (g) falsely or misleadingly representing any product sold by Defendants as originating from, being sponsored by, or approved by Mary Kay;
- (h) selling and/or distributing of any Mary Kay products; and
- (i) inducing, assisting, or abetting any other person or business entity to engage in or

perform any of the activities referred to in subparagraphs (a)-(g) above unless authorized to do so by Mary Kay Inc.

This Court retains jurisdiction over Stephanie Honeycutt and Garry Honeycutt to enforce any and all aspects of this Permanent Injunction. The Court retains further jurisdiction to award Mary Kay amounts for costs, attorneys' fees and such other relief as may be just and proper arising by reason of any future claim of violation of this Agreed Permanent Injunction.

IT IS FURTHER ORDERED that this case be and hereby is DISMISSED WITH PREJUDICE, with each party to bear its own costs, except that this Court shall retain jurisdiction over this matter for the purpose of enforcing this Agreed Permanent Injunction and this cause shall not be considered dismissed to the extent it must remain pending to do so.

All relief not specifically granted herein is denied. This is a final appealable judgment disposing of all claims and parties.


**SO ORDERED.**

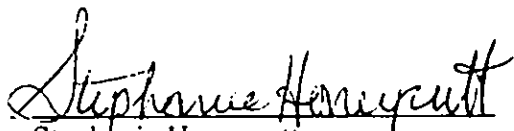
ENTERED and Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

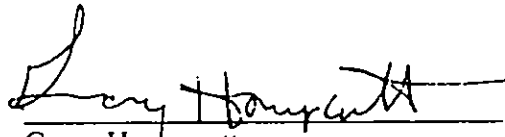
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THE HONORABLE JUDGE PRESIDING

AGREED TO AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Lars L. Berg  
State Bar No. 00787072  
Preston R. Mundt  
State Bar No. 24058465  
KELLY HART & HALLMAN LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
Phone: (817) 332-2500  
Fax: (817) 878-9280  
**ATTORNEYS FOR PLAINTIFF**

  
\_\_\_\_\_  
Stephanie Honeycutt  
275 Pioneer Road  
Beulah, MI 49617  
**PRO SE DEFENDANT**

  
\_\_\_\_\_  
Garry Honeycutt  
275 Pioneer Road  
Beulah, MI 49617  
**PRO SE DEFENDANT**



KELLY HART & HALLMAN LLP

201 MAIN STREET, SUITE 2500  
FORT WORTH, TEXAS 76102

Telephone: (817) 332-2500  
Telecopy: (817) 878-9280  
Writer's Direct Dial: (817) 878-9379  
Email Address: preston.mundt@kellyhart.com

301 Congress, Suite 2000  
Austin, Texas 78701

November 15, 2011

**Via CMRRR 7011 0110 0000 4867 9009**

Marsha Sweet, Chief Clerk  
191st District Court  
George L. Allen, Sr. Courts Bldg.  
600 Commerce St., Box 740  
Dallas, Texas 75202

FILED  
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DALLAS CO., TEXAS

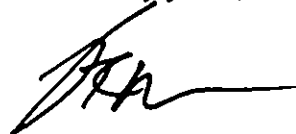
Re: Cause No. DC-11-10445-J  
*Mary Kay, Inc. v. Stephanie Honeycutt and Garry Honeycutt*

Dear Ms. Sweet:

Please find enclosed the original and 2 copies of the Joint Motion for Entry of Agreed Permanent Injunction and Dismissal With Prejudice in connection with the above-referenced matter. Please file the original among the papers in this cause and return file-marked copies to me in the self-addressed, stamped envelope enclosed for your convenience. I have also enclosed a separate copy of "Exhibit A" to the Motion, the proposed Agreed Permanent Injunction and Dismissal With Prejudice, for presentment to the Court.

Thank you for your assistance in handling this matter. If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Preston R. Mundt

Enclosures

cc: Stephanie Honeycutt  
Garry Honeycutt  
275 Pioneer Road  
Beulah, MI 49617