

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FRANKLIN COLLEGE)
OF INDIANA,)
)
Plaintiff,)
)
v.)
FRANKLIN UNIVERSITY, INC.,)
)
Defendant.)

Case No. 1:09-cv-00830-WTL-TAB

Agreed Judgment

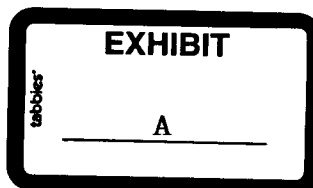
Plaintiff Franklin College of Indiana and Defendant Franklin University, Inc. state that they are mutually interested in the advancement of education, each in their own ways. They are entering into this Agreed Judgment for the purpose of ending this dispute and eliminating any possibility of confusion about their respective identities and educational missions.

That being the case, and having presented the following terms to the Court; and the Court, having approved same;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. In all advertising, promotional materials, Internet web site displays, and other public statements directed to Indiana residents, from and after August 3, 2009, Franklin University shall refer to itself as "Franklin University of Ohio" or "Franklin University, Columbus, Ohio" in the following ways:

- a) on the front and back covers of all printed handouts, pamphlets, and brochures;
- b) at least once in all newspaper, magazine, billboard, Internet or other print advertising of any size, in any medium;



- c) at least once in every radio or television advertisement;
- d) at least once in all direct solicitations of students or potential students in Indiana; and,
- e) for each printed or Internet reference to “Franklin University of Ohio” or “Franklin University, Columbus, Ohio” described above, the words “of Ohio” or “Columbus, Ohio” must be in the same font as, and in at least 60 percent of the size as, the larger of the words “Franklin” or “University,” and located immediately next to, or directly underneath, the words “Franklin University”.

2. Franklin University shall refrain from identifying itself as “Franklin University – Indianapolis”, “Franklin University – Indiana”, or merely “Franklin”; provided, however, this restriction shall not apply to student testimonials.

3. Franklin University will not use the terms “Indianapolis campus”, “Franklin University Indianapolis campus”, “Franklin University Indiana campus”, or similar combinations involving the words “Indiana,” “Indianapolis,” and “campus”.

4. Franklin University, if mentioning its students, shall state that they are typically working adults or professional adults, or adult students.

5. Franklin University shall refrain from using a principal Internet domain name or e-mail address with the words “Indiana”, “Indianapolis”, or “Indy” in it. Franklin University may use these terms for internal website navigation purposes.

6. The parties agree that Franklin University is not presently using the font “Waters Titling” in its print advertising and solicitations. Franklin University agrees that it shall not, in the future, use the font “Waters Titling” in any print advertising or solicitation.

7. Franklin University shall engage in public relations and advertising expenditures following the principles and terms set forth above, more specifically by:

- a) making substantially the same expenditure for “media buys” in Indiana, in the same media outlets, for the period from August 1, 2009 through November 1, 2009, that it made for the period from April 1, 2009 through July 1, 2009; and

b) providing to Franklin College's designee an advance courtesy review of such advertising and public relations materials, to assist in avoiding issues with respect to compliance with these terms. Franklin College shall have two business days following receipt of such materials to object to their contents.

8. Franklin University shall destroy or sequester from public review or use in Indiana all promotional and advertising materials that do not meet the foregoing criteria.

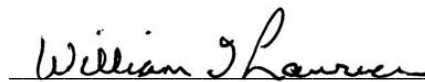
9. Neither party admits any liability or fault in connection with the subject matter of this case.

10. No officer, director, or trustee of either party shall make any official or authorized statement that disparages the other.

11. The terms of this Agreed Judgment do not apply until August 3, 2009, in order to account for "media buys" already made by Franklin University that cannot be recalled.

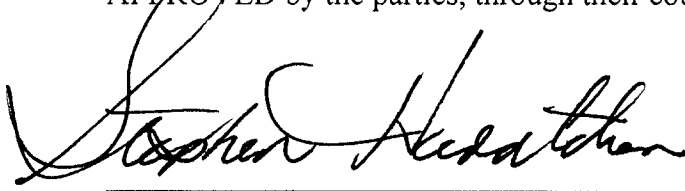
ENTERED this 21st day of July, 2009.

07/21/2009



Hon. William T. Lawrence, Judge
United States District Court
Southern District of Indiana

APPROVED by the parties, through their counsel, as follows:



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