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JS-6

6 Attorneys for Plaintiffs
 7 The Prudential Insurance Company
 8 of America and Prudential Real Estate
 9 Affiliates, Inc.

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 THE PRUDENTIAL INSURANCE
 12 COMPANY OF AMERICA,
 13 a New Jersey corporation;
 14 PRUDENTIAL REAL ESTATE
 15 AFFILIATES, INC.,
 16 a Delaware corporation,

17 Plaintiffs,

18 vs.

19 SECURITY PACIFIC MORTGAGE
 20 CORPORATION, a California
 21 corporation, dba Prudential Properties
 22 of Big Bear; MICHAEL P. DOLAN,
 23 an individual; and DOES 1-20,
 24 inclusive,

25 Defendants.

CASE NO. SACV10-01068 DOC (MLGx)
 Hon. David O. Carter, Ctrm. 9D

**Final Judgment for Permanent
 Injunction**

Complaint Filed: July 14, 2010

22 In the above entitled action, Plaintiffs The Prudential Insurance Company of
 23 America (“Prudential”) and Prudential Real Estate Affiliates, Inc. (“PREA”)
 24 (Prudential and PREA, together, “Plaintiffs”) and Defendants Security Pacific
 25 Mortgage Corporation, a California corporation, formerly doing business as
 26 Prudential Properties of Big Bear (“Security Pacific”), and Michael P. Dolan
 27 (“Dolan”) (Security Pacific and Dolan, together, “Defendants”) having stipulated in
 28 the Stipulation re Final Judgment for Permanent Injunction to entry of a judgment

Final Judgment for Permanent Injunction
 Case No. SACV10-01068 DOC (MLGx)

1 for permanent injunction and to execute such other documents and perform such
2 other actions as are necessary to cause the court to enter judgment in accordance
3 with the Stipulation re Final Judgment for Permanent Injunction, and good cause
4 appearing,

5 IT IS HEREBY ADJUDGED, ORDERED, AND DECREED that the
6 following final judgment is entered:

7 1. Defendants, as well as their employees, agents, or others acting on
8 their behalf, or at their direction, shall not directly or indirectly use and shall
9 immediately cease using “Prudential Properties of Big Bear,” or any other
10 designation, in whole or in part, that is confusingly similar to the term
11 PRUDENTIAL, THE ROCK, ROCK SOLID, PRU, PRUDENTIAL FINANCIAL
12 or any phonetic equivalent thereof or the Rock Logo set forth on Exhibit A;

13 2. Defendants, as well as their employees, agents, or others acting on
14 their behalf, or at their direction, shall not hold themselves or their business out to
15 the public or others as being sponsored by, approved by, affiliated with, authorized
16 by, or connected with Plaintiffs nor refer to themselves by reference to any name
17 that includes the word “Prudential” or, except as required by law, describe
18 themselves as formerly known by any such name or formerly affiliated with
19 Plaintiffs;

20 3. Defendants, as well as their employees, agents, or others acting on
21 their behalf, or at their direction, shall assign any domain names using Plaintiffs’
22 name or marks (“the domain names”) to Prudential, not use or conduct their
23 business under any domain name that includes the word “Prudential,” and cancel all
24 advertisements or other references to Defendants’ business, in which the domain
25 names or similar designations have appeared or are scheduled to appear;

26 4. Defendants, as well as their employees, agents, or others acting on
27 their behalf, or at their direction, have used their best efforts to direct all service
28 providers, advertisers, and publishers of directories or lists in which any business or

1 domain name used by Defendants that includes a designation, in whole or in part,
2 that is confusingly similar to the term PRUDENTIAL, THE ROCK, ROCK
3 SOLID, PRU, PRUDENTIAL FINANCIAL or any phonetic equivalent thereof, to
4 delete all references to such names from their public databases, internet web sites,
5 internet listings, search engine directories, telephone or professional directories,
6 directory assistance, and from all current and future directories in which such
7 names appear, or are to appear, and to delete all forwarding or “cache memory” or
8 storage mechanisms referencing such names, and shall perform such additional
9 acts, if any, that are necessary to ensure that the above acts have been carried out;

10 5. Defendants, as well as their employees, agents, or others acting on
11 their behalf, or at their direction, have canceled all advertisements or other
12 references to Defendants’ business, in which any designation, in whole or in part,
13 that is confusingly similar to the term PRUDENTIAL, THE ROCK, ROCK
14 SOLID, PRU, PRUDENTIAL FINANCIAL or any phonetic equivalent thereof or
15 the Rock Logo set forth on Exhibit A, have appeared or are scheduled to appear,
16 and shall perform such additional acts, if any, that are necessary to ensure that the
17 above acts have been carried out;

18 6. Defendants, as well as their employees, agents, or others acting on
19 their behalf, or at their direction, have canceled all registrations, licenses, fictitious
20 business name statements, trademark registration, and filings with the State of
21 California, the Secretary of State of California, all municipal entities, and with any
22 other jurisdiction which have been issued to, for, or which includes the name of
23 “Prudential Properties of Big Bear,” and shall perform such additional acts, if any,
24 that are necessary to ensure that all such cancellations are effective;

25 7. Defendants, as well as their employees, agents, or others acting on
26 their behalf, or at their direction, shall not use any signage, including but not
27 limited to storefront signage and billboards, bearing the name “Prudential,” or any
28 other designation, in whole or in part, that is confusingly similar to the term

1 PRUDENTIAL, THE ROCK, ROCK SOLID, PRU, PRUDENTIAL FINANCIAL
2 or any phonetic equivalent thereof or the Rock Logo set forth on Exhibit A;

3 8. Defendants, as well as their employees, agents, or others acting on
4 their behalf, or at their direction, have delivered to Plaintiffs' counsel in this matter
5 all existing printed material in their possession, including, but not limited to,
6 business cards, stationery, envelopes, labels, signs, prints, packages,
7 advertisements, forms, contracts, promotional items and any other materials in their
8 possession, custody or control that referred to the name, mark, or internet address
9 "Prudential," otherwise identify the services of Defendants under the name
10 "Prudential," and any and all proofs, plates, and any other means for making such
11 materials, and to the extend defendants discover any such materials in the future,
12 they shall deliver them to Plaintiffs;

13 9. Defendants, as well as their employees, agents, or others acting on
14 their behalf, or at their direction, shall not place any further orders for any printed
15 materials, advertisements, telephone listings, or other materials using the names
16 "Prudential," or any other designation, in whole or in part, that is confusingly
17 similar to the term PRUDENTIAL, THE ROCK, ROCK SOLID, PRU,
18 PRUDENTIAL FINANCIAL or any phonetic equivalent thereof or the Rock Logo
19 set forth on Exhibit A;

20 10. Each party shall bear his or its own respective attorneys' fees and
21 costs.

22 Dated: October 28, 2010

David O. Carter

Honorable David O. Carter
United States District Judge

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Submitted By:
Dated: September __, 2010

SNELL & WILMER L.L.P.

By: _____
William S. O'Hare
Elizabeth M. Weldon
Attorneys for Plaintiffs
The Prudential Insurance Company of
America and Prudential Real Estate
Affiliates, Inc.

Approved By:
Dated: September __, 2010

LAW OFFICES OF ANNE
ZIMMERMAN, P.C.

By: _____
Anne Zimmerman
Attorneys for Defendant
Security Pacific Mortgage Corporation,
a California corporation, formerly doing
business as Prudential Properties of Big
Bear

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EXHIBIT A

