

1 Gary A. Hecker, Esq. (Cal. Bar No. 099008)  
 2 James M. Slominski, Esq. (Cal. Bar No. 166457)  
**THE HECKER LAW GROUP**  
 3 1925 Century Park East, Suite 2300  
 Los Angeles, California 90067  
 4 Telephone: (310) 286-0377  
 Facsimile: (310) 286-0488  
 5 Email: [ghecker@hh.com](mailto:ghecker@hh.com);  
[jslominski@hh.com](mailto:jslominski@hh.com)

**JS-6/discharge OSC**

7 Attorneys for Plaintiff:  
 JWP LENDERS CORPORATION

10 **IN THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 JWP LENDERS CORPORATION, a ) California corporation, dba RPM ) 14 LENDERS, ) 15 ) Plaintiff, ) 16 ) v. ) 17 RPM LENDERS, INC., a Florida ) corporation; and DOES 1-10 ) 18 inclusive, ) 19 ) Defendants. ) 20 ) 21 )	Civil Action No. CV-07-2567 JFW (AJWx)  <b>FINAL JUDGMENT, INCLUDING          PERMANENT INJUNCTION</b>
---	--

22 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that Judgment  
 23 be entered as follows against Defendants, and as to each of them as follows:

- 24 1. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121  
 25 and 28 U.S.C. §§ 1331 and 1338(a) and (b).  
 26 2. This Court has personal jurisdiction over the parties.  
 27 3. The term Defendants as used in this Judgment shall be deemed to include  
 28 RPM LENDERS INC. and: (1) all present and future affiliated, parent, and/or

1 subsidiary companies; (2) all present and future individuals who own a controlling  
2 interest in any of the Defendants or in any affiliated, parent, and/or subsidiary  
3 company; (3) all present and future entities in which any of the Defendants have  
4 controlling interest; (4) all present and future employees of Defendants; and (5) all of  
5 their successors in interest, including any acquirer of substantially all of the assets of  
6 any Defendant.

7  
8 4. Plaintiff is the owner of Federal Trademark Registration No. 2,030,736  
9 for the mark RPM LENDERS for financial services (the “Registration”).

10 5. Plaintiff is the owner of the Marks RPM LENDERS and RPM  
11 (collectively the “RPM Marks”) used in connection with, among other things,  
12 financial services.

13 6. Plaintiff filed a Combined Declaration of Use and Incontestability on  
14 January 16, 2003 which was accepted by the United States Patent and Trademark  
15 Office on April 8, 2003.

16 7. Under 15 U.S.C. §1115(b) a trademark registration which has become  
17 incontestable is conclusive evidence of the validity of the registered Mark and its  
18 registration, of the registrant’s ownership of the Mark, and of the owner’s exclusive  
19 right to use the registered Mark in commerce.

20 8. Plaintiff filed a renewal of the Registration on January 12, 2007, which  
21 was accepted by the United States Patent and Trademark Office on March 28, 2007.

22 9. Plaintiff has used the RPM Marks for financial services in a continuous  
23 fashion.

24 10. Plaintiff has been, and presently is, using the domain name  
25 [rpmlenders.com](http://rpmlenders.com) as the internet address for RPM Lenders website.

26 11. Defendants have used the RPM Marks without Plaintiff’s permission in a  
27 manner likely to cause confusion, mistake, or deception thereby violating Plaintiff’s  
28 rights under 15 USC Section 1114(a) et. seq. and 15 USC 1125(a).

12. Defendants, and each of them, and including their agents, servants,

1 officers, directors, employees, attorneys, and all other persons in active participation  
2 therewith, are permanently enjoined and restrained from:

3 a. Using the RPM Marks and/or anything confusingly similar thereto  
4 for any and all purposes including, but not limited to, use in advertising, use on the  
5 internet, use on any website, use in any domain names, and use in metatags,  
6 keywords, links, embedded links, referrals, or pointers; and

7 b. Using on the Internet any domain names, metatags, keywords,  
8 links, embedded links, text and/or the like, that incorporate, use, refer to, direct to, or  
9 create, or cause a relationship or association with the term "RPM" or the RPM Marks  
10 and/or anything confusingly similar thereto.

11 c. Using any other words, marks, designs, phrases, or the like in a  
12 manner likely to cause confusion, mistake, or deception in connection with the  
13 offering or providing of financial services.

14 13. Defendants, and each of them, and including their agents, servants,  
15 officers, directors, employees, attorneys, and all other persons in active participation  
16 therewith, are instructed to immediately:

17 a. Terminate all contracts, linking agreements, and/or the like, that  
18 relate in anyway to the use of the RPM Marks and/or anything confusingly similar  
19 thereto;

20 b. Instruct all internet search engine companies and/or providers  
21 and/or entities known to direct or provide internet traffic that they must cease all use  
22 of the RPM Marks and/or anything confusingly similar thereto to direct internet traffic  
23 to any website owned and/or affiliated with Defendants;

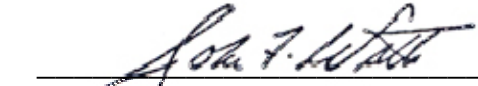
24 c. Remove from circulation all materials that previously used and/or  
25 referenced the RPM Marks and/or anything confusingly similar thereto; and

26 d. Transfer all domain names that contain any of the RPM Marks in  
27 whole or in part.

28 [continued on the next page]

1           14. The Court retains jurisdiction to enforce or amend as necessary this  
2 judgment in accordance with settlement agreement executed by the parties, including  
3 jurisdiction to award attorney's fees and costs as well as damages.  
4

5  
6 Dated: February 6, 2008

  
\_\_\_\_\_  
United States District Court Judge

7  
8  
9 JUDGMENT CONSENTED TO BY:  
10

11 Dated: \_\_\_2/1/08\_\_\_ /s/ \_\_\_\_\_  
12 J.W.P. LENDERS CORPORATION

13  
14 Dated: \_\_\_1/30/08\_\_\_ /s/ \_\_\_\_\_  
15 R.P. M. LENDERS, INC.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28