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10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

RUSS, AUGUST & KABAT

13 LEGALZOOM.COM, INC., a
14 Delaware corporation

14 Plaintiff,

15 vs.

16 BRENWELL MEDIA, LLC; and
17 DOES 1-10,

18 Defendants.

CASE NO. CV12-10706 JAK (MANx)

Assigned to The Honorable
John A. Kronstadt,
Courtroom Roybal 750

**FINAL JUDGMENT AND PERMANENT
INJUNCTION AGAINST BRENWELL
MEDIA, LLC JS-6**

1 WHEREAS, Plaintiff LegalZoom.com, Inc. (“Plaintiff” or “LegalZoom”) is
 2 the exclusive and sole owner of the rights in various LEGALZOOM and
 3 LEGALZOOM.COM marks in connection with marketing and providing, among
 4 other things, self-help legal solutions, self-help legal document services, general
 5 legal information, attorney referral services, registered agent services, and legal
 6 plan services, including United States Trademark Registration Nos. 3,211,009;
 7 3,210,728; 3,210,861; 2,540,549; 3,569,400; and 3,748,170 (collectively, the
 8 “LEGALZOOM Marks”);

9 WHEREAS, Defendant Brenwell Media, LLC (“Defendant” or “Brenwell”)
 10 has used and continues to use various names, marks and logos containing the term
 11 ZOOM, including, without limitation, BAILZOOM, BAILZOOM.COM,
 12 BAILZOOM.NET, BAILZOOMAGENTS.COM, and BAILZOOM
 13 NATIONWIDE BAIL BOND SERVICE & DESIGN in connection with
 14 advertising and marketing online bail bond services and service providers over the
 15 Internet (collectively, the “BAILZOOM Marks”) and has a trademark application
 16 for BAILZOOM NATIONWIDE BAIL BOND SERVICE & DESIGN, Serial No.
 17 85/406,236, pending before the United States Patent and Trademark Office (the
 18 “Application”);

19 WHEREAS, a dispute has arisen between LegalZoom and Brenwell in that
 20 LegalZoom has alleged that Brenwell’s use of and attempt to register the
 21 BAILZOOM Marks violates LegalZoom’s rights in the LEGALZOOM Marks and
 22 constitutes, among other things, false designation of origin and unfair competition;

23 WHEREAS, on or about December 14, 2012, LegalZoom commenced the
 24 above-captioned action (“Action”) against Defendant, alleging claims of trademark
 25 infringement, trademark dilution, false designation of origin and unfair
 26 competition;

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1 WHEREAS, LegalZoom and Brenwell have reached a full and final
2 settlement of the Action, which settlement was memorialized in a certain document
3 dated February 4, 2013 (the “Agreement”); and

4 WHEREAS, the Agreement provides, in pertinent part, that Brenwell
5 consents to the entry of a permanent injunction enjoining use of any references and
6 uses of the term ZOOM, including, without limitation, the BAILZOOM Marks, in
7 any advertisements or other commercial undertakings.

8 NOW, THEREFORE, it is,

9 ORDERED, ADJUDGED and DECREED that:

10 1. This Court has jurisdiction over the subject matter of this Action and
11 over the parties hereto.

12 2. LegalZoom is the owner of the LEGALZOOM Marks, which are
13 valid, enforceable, well-known and highly recognized.

14 3. Defendant engaged in distributing, advertising, marketing, promoting,
15 offering for sale and selling services under the BAILZOOM Marks.

16 4. Defendant and its officers, members, principals, agents, servants,
17 employees and all persons and entities in active concert or participation with any of
18 them, be and hereby are permanently restrained and enjoined from infringing upon
19 Plaintiff’s LEGALZOOM Marks, either directly or indirectly, in any manner,
20 including:

21 (a) distributing, circulating, advertising, marketing, promoting,
22 importing, exporting, displaying, shipping, offering for sale or selling services
23 related to legal solutions, document services, legal information, attorney referral
24 services, bail bond services, registered agent services or legal plan services under
25 the term ZOOM in any names, advertisements, or other commercial undertakings
26 after March 30, 2013;

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1 (b) distributing, circulating, advertising, marketing, promoting,
2 importing, exporting, displaying, shipping, offering for sale or selling goods or
3 services bearing a mark identical and/or confusingly similar to Plaintiff's
4 LEGALZOOM Marks, such infringing marks including the BAILZOOM Marks,
5 after March 30, 2013;

6 (c) filing with the United States Patent & Trademark Office and/or
7 the Trademark Trial and Appeal Board document(s) necessary to voluntarily
8 withdraw and abandon the Application;

9 (d) committing any other acts calculated to cause purchasers to
10 believe that Defendant's services are Plaintiff's genuine services or associated with
11 Plaintiff in any way; and

12 (e) assisting, aiding or attempting to assist or aid any other person
13 or entity in performing any of the prohibited activities referred to in Paragraphs
14 5(a) to 5(d) above.

15 5. Defendant is liable to LegalZoom for monetary compensation in the
16 amount specified in the Agreement.

17 6. Each party shall bear its own costs, expenses, and attorneys' fees
18 associated with this Action.

19 7. The execution of this Final Judgment shall serve to bind and obligate
20 the parties hereto.

21 8. The jurisdiction of this Court is retained for the purpose of making
22 any further orders necessary or proper for the construction or modification of this
23 Final Judgment, the enforcement thereof and the punishment of any violations
24 thereof. Except as otherwise provided herein, this Action is fully resolved with
25 prejudice as to Defendant.

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9. After the Court has entered this Judgment, LegalZoom shall promptly serve a copy of it to Defendant, and LegalZoom shall file with the Court a proof of service thereof within ten (10) days thereafter.

Dated: February 28, 2013



John A. Kronstadt
United States District Judge