

1 JEFFREY M. COHON, ESQ. (CSBN 131431)
 jcohon@cohonpollak.com
 2 KRISTINA S. KELLER, ESQ. (CSBN 161946)
 kkeller@cohonpollak.com
 3 **COHON & POLLAK, LLP**
 4 10250 Constellation Boulevard, Suite 2320
 Los Angeles, California 90067
 5 Tel: 310/231-4470
 Fax: 310/231-4610
 6

7 Attorneys for Plaintiffs
 DYNAMIC NURSING SERVICES, INC.
 8 AND DYNAMIC HOME CARE SERVICE, INC.

9
 10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 12 WESTERN DIVISION

13	DYNAMIC NURSING SERVICES,)	Case No. 2:15-CV-02813
14	INC., a California corporation, and)	
15	DYNAMIC HOME CARE SERVICE,)	
16	INC., a California corporation,	
17	Plaintiffs,	
18	vs.	
19	DYNAMIC HOME HEALTH CARE,)	JUDGMENT BY DEFAULT
20	INC., a California corporation;)	AGAINST DEFENDANT DYNAMIC
21	CHRISTIANA ADEKEMI)	HOME HEALTH CARE, INC. AND
22	OGUNLADE, an individual; and DOES)	CHRISTIANA ADEKEMI
23	1 TO 10,	OGUNLADE
24	Defendants.	

23 This Court, having entered its Order on October 19, 2015, and Amended Order
 24 Granting Plaintiff’s Motion for Default Judgment and Injunctive Relief on October 29,
 25 2015, in favor of Plaintiffs Dynamic Nursing Services, Inc. and Dynamic Home Care
 26 Service, Inc. (“Dynamic”), and against Defendant Dynamic Home Health Care, Inc. and
 27 Christiana Adekemi Ogunlade (“Defendants”), now enters judgment as follows:
 28

IT IS ORDERED, ADJUDGED AND DECREED:

1. That Dynamic recover from Defendants \$100,000.00 plus costs of this action in the sum of \$643.84 and attorneys’ fees in the sum of \$5,600.00.
2. That Defendants and each of their agents, employees, attorneys, successors, assigns, affiliates, and joint venturers and any person(s) in active concert or participation with Defendants, and/or any person(s) acting for, with, by, through or under them, be enjoined and restrained at first during the pendency of this action and thereafter permanently from:
 - a. Selling, offering for sale, producing, sourcing, importing, distributing, designing, advertising or promoting any goods or services that display any words, terms, names or symbols that so resemble the Dynamic marks as to be likely to cause confusion, mistake or deception, on or in connection with any goods or services that are not authorized by or for Dynamic, including, but not limited to, “Dynamic Home Health Care, Inc.”;
 - b. Using any word, term, name, symbol, device or combination thereof that causes or is likely to cause confusion, mistake or deception as to the affiliation or association of Defendants or their services with Dynamic or as to the origin of Defendants’ services, or any false designation of origin, false or misleading description or representation of fact, including, but not limited to, “Dynamic Home Health Care, Inc.”;
 - c. Making any express or implied representation of any relationship to or affiliation with Dynamic;
 - d. Further infringing the rights of Dynamic in and to any of its trademarks, service marks, or trade names or otherwise competing unfairly with Dynamic in a manner or damaging Dynamic’s goodwill or business

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- reputation;
- e. Continuing to perform in any manner whatsoever any of the acts complained of in this Complaint;
- f. Further infringing the rights of Dynamic in and to any of its trademarks, service marks, or trade names or otherwise competing unfairly with Dynamic by the use of its marks in any form on the internet, including, but not limited to, Defendants’ infringing website, www.dynamichomehealthinc.com, and any and all infringing content on any other website, including any internet marketing and advertising;
- g. That Defendants be required immediately to remove any and all web content with the name “Dynamic Home Health Care, Inc.” or any other designations of Defendants’ business which infringe upon Dynamic’s marks, including its website, www.dynamichomehealthinc.com.
- h. That Defendants be required immediately to supply Dynamic’s counsel with a complete list of individuals and entities with whom they have done business or provided any services.
- i. That Defendants be required immediately to discontinue any further exploitation of the Dynamic marks on its website and in any form of advertising and remove the name “Dynamic Home Health Care” as referring to Defendants’ services from any and all web content, including, but not limited to, websites, weblinks, search engines, and URLs;
- j. That Defendants, within thirty (30) days, file with this Court and serve upon Dynamic’s counsel a written report under oath setting forth in detail the manner in which it has complied with the Judgment;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

k. That Defendants and each of their agents, employees, attorneys, successors, assigns, affiliates, and joint venturers and any person(s) in active concert or participation with Defendants, and/or any person(s) acting for, with, by, through or under them, shall be enjoined and restrained permanently from unfairly competing with Dynamic or continuing any of the acts complained of in the Complaint.



Dated: December 10, 2015

Honorable Manuel Real
Judge of the United States District Court