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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NEWREZ LLC dba SHELLPOINT
MORTGAGE SERVICING, a Delaware
limited liability company,

Plaintiff,

v.

JOHN BROSNAN, an individual;
SHELLPOINT MORTGAGE
SERVICING, a California corporation
(Infringing Entity 1); SHELLPOINT
MORTGAGE SERVICING, LLC, a
California limited liability company
(Infringing Entity 2); and DOES I
through X, inclusive, and ROE
CORPORATIONS I through X,
inclusive,

Defendants.

Case No. CV 22-8822-MWF(MAAx)

**FINAL JUDGMENT AGAINST
DEFENDANT JOHN BROSNAN**

Pursuant to the stipulation by and between plaintiff NewRez LLC dba Shellpoint
Mortgage Servicing (**NewRez**) and defendant John Brosnan, the Court, having made no
independent findings of fact or conclusions of law, hereby ORDERS as follows:

- 1 1. Defendant John Brosnan and any companies within his control are hereby
2 **PERMANENTLY ENJOINED** from using or applying to register
3 "Shellpoint Mortgage Servicing" or any confusingly similar designations,
4 as a mark, business name, domain name, email address, or otherwise;
- 5 2. Defendant John Brosnan and any companies within his control are hereby
6 **PERMANENTLY ENJOINED** from accepting service of process or
7 other documents intended for NewRez LLC dba Shellpoint Mortgage
8 Servicing, including but not limited to, summonses, complaints,
9 subpoenas, or any other legally-required notices naming or involving
10 NewRez LLC dba Shellpoint Mortgage Servicing.
- 11 3. **Within 5 days** of entry of the Court's Final Judgment, defendant John
12 Brosnan shall complete the necessary documents and secretary of state
13 filings to change the names of the companies within his control from
14 "Shellpoint Mortgage Servicing" to another name that is not identical or
15 confusingly similar, or alternatively, to dissolve such companies.
- 16 4. **Within 10 days** of entry of the Court's Final Judgment, John Brosnan shall
17 immediately return to NewRez all documents and things that he,
18 "Shellpoint Mortgage Servicing" (infringing entity 1), "Shellpoint
19 Mortgage Servicing, LLC" (infringing entity 2), any other entities in his
20 control, or any of the foregoing entities' officers, partners, agents,
21 subcontractors, employees, subsidiaries, successors, assigns, and related
22 companies or entities, has or received that were intended for NewRez.
23 The above documents shall be sent to NewRez's counsel by first-class mail
24 or other mutually agreeable method, at the following address: Natalie L.
25 Winslow, Akerman LLP, 1635 Village Center Circle, Suite 200, Las
26 Vegas, Nevada 89144.

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