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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CENTURY 21 REAL ESTATE, LLC, a Delaware Limited Liability Company,)	CASE NO. 5:14-CV-1490-AB (JPRx)
Plaintiff,)	PROPOSED JUDGMENT AFTER GRANTING PLAINTIFF CENTURY 21 REAL ESTATE, LLC’S MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANTS LUIS OLIVER AND DIVERSIFIED REAL ESTATE GROUP, INC. AND MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANT RAMIRO MEJIA
v.)	
DIVERSIFIED REAL ESTATE GROUP, INC., a California corporation doing business as CENTURY 21 EXCLUSIVE PROPERTIES; LUIS OLIVER, an individual; and RAMIRO MEJIA, an individual,)	
Defendants.)	

This Court, having granted Plaintiff CENTURY 21 REAL ESTATE, LLC’s (“Century 21”) Motion for Partial Summary Judgment against Diversified Real Estate Group, Inc. (“DRE Group”) and Luis Oliver (“Oliver”) and Plaintiff Century 21’s Motion for Default Judgment against Ramiro Mejia (“Mejia”), hereby orders that judgment be entered in favor of Plaintiff CENTURY 21 REAL ESTATE, LLC and jointly and severally against Defendants DIVERSIFIED REAL ESTATE GROUP, INC., LUIS OLIVER, and RAMIRO MEJIA (collectively, DRE Group, Oliver, and Mejia are referred to as “Defendants”) as follows:

1 1. Judgment in favor of Plaintiff Century 21 and against Defendants
2 DRE Group, Oliver, and Mejia, jointly and severally as to Oliver and Mejia as the
3 personal guarantors of the contracts at issue, in the amount of \$400,726.61, in
4 actual damages, plus treble damages for trademark infringement in the amount of
5 \$30,780, plus attorneys' fees and costs in the amount of \$38,685.03, for a **total**
6 **judgment of \$470,191.64** against Defendants jointly and severally with interest at
7 the legal rate thereon from the date of this judgment until paid;

8 2. Defendants and their employees, agents, and all persons acting with
9 them or on their behalf, are permanently enjoined from any further use of Century
10 21's trademarks, in any format, including websites and over the internet, and
11 including any and all use of the Century 21 ® Marks, advertising as a Century 21
12 franchisee, and use of the Century 21 ® Marks system, including but not limited to
13 operating manuals, training manuals, sales manuals and aids, listing films and
14 books, advertising and promotional materials, and all technology products, and all
15 films, cassettes, and instructions manuals which are part of Century 21's programs
16 that were delivered to Defendants DRE Group, Oliver, and Mejia pursuant to the
17 Franchise Agreement.

18 The Pretrial and Trial dates are hereby VACATED.

19 **IT IS SO ORDERED.**

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22 DATED: June 15, 2015



The Honorable André Birotte Jr.
United States District Court Judge