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9 and both Counter-Defendants
10

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 CLINICA MEDICA SAN MIGUEL,
14 I.P.A. MEDICAL GROUP, etc. et al.

15 Plaintiffs,

16 v.

17 CLINICA MEDICA SAN MIGUEL,
18 INC., etc. et al.,

19 Defendants.

Case No.: 8:13-cv-01674 DOC (DFMx)

JUDGMENT [19]

20 AND RELATED COUNTERCLAIM

21 Defendants and counterclaimants in the above entitled action, having served
22 upon the plaintiffs and counterdefendants an offer to allow judgment to be taken
23 against them under Federal Rule of Civil Procedure Rule 68 as hereinafter set forth
24 and plaintiffs and counterdefendants having within 14 days after service thereof
25 served and filed written notice upon the defendants and counterclaimants, that the
26 offer was accepted and that the said offer and notice of acceptance and proof of
27 service here of having been filed by the plaintiffs and counterdefendants,
28

1 IT IS HEREBY ORDERED AND DECREED that:

2 1. Judgment in favor of Plaintiffs CLINICA MEDICA SAN MIGUEL,
3 I.P.A. MEDICAL GROUP, a medical corporation, and MAHFOUZ M.
4 MICHAEL, M.D., INC., a California corporation (referred to hereinafter as
5 "PLAINTIFF") against DEFENDANT in the amount of \$1,200.00, in full
6 settlement of Plaintiff's claims in this action, including any and all claims for
7 attorneys' fees and costs asserted by Plaintiff in this action.

8 2. DEFENDANT hereby forever waives and relinquishes any legal priority,
9 under common law or otherwise, in the use of the mark CLINICA MEDICA SAN
10 MIGUEL, and agrees not to make use of the mark in the future.

11 3. DEFENDANT agrees never to file an interference action or take any
12 other action with the U.S. Trademark Office or otherwise to invalidate
13 PLAINTIFF'S ownership and registration of the mark CLINICA MEDICA SAN
14 MIGUEL.

15 4. DEFENDANT and their agents, employees and representatives and all
16 persons in active concert or participation with DEFENDANT who receive notice
17 hereof shall immediately cease from:

18 (a) Selling, offering for sale, advertising, promoting or displaying the
19 mark CLINICA MEDICA SAN MIGUEL in connection with the offering
20 for sale, sale, advertising or promotion of health care services or spa
21 services;

22 (b) Imitating, copying, or making unauthorized use of the mark
23 CLINICA MEDICA SAN MIGUEL;

24 (c) Selling, advertising, promoting any service in connection with any
25 simulation, reproduction, counterfeit, copy or colorable imitation of the
26 mark CLINICA MEDICA SAN MIGUEL;

1 (d) Using the mark CLINICA MEDICA SAN MIGUEL, or any
2 simulation, reproduction, counterfeit, or copy thereof in connection with the
3 promotion, advertisement, display, sale, offering for sale of any service in
4 such fashion as to relate or connect, or tend to relate or connect, such service
5 in any way to PLAINTIFF or to any services or goods sold, manufactured,
6 sponsored, approved by or connected with PLAINTIFF;

7 (e) Using any false designation of origin or false description, or
8 performing any act which is likely to lead members of the trade or public to
9 believe that any infringing services manufactured, distributed or sold by
10 DEFENDANT are in any manner associated or connected with PLAINTIFF,
11 or are sold, manufactured, licensed, sponsored, approved or authorized by
12 PLAINTIFF;

13 (f) Engaging in any other activity constituting infringement of the
14 mark CLINICA MEDICA SAN MIGUEL;

15 (g) Instructing, assisting, aiding or abetting any other person or entity
16 in engaging in or performing any of the activities referred to in
17 subparagraphs (a) through (f) above.

18 5. DEFENDANT, immediately upon entry of judgment in this matter or
19 as soon thereafter as reasonably practicable, shall:

20 (a) Destroy all plaques, posters, signs, labels, hang-tags, packages,
21 wrappers, receptacles, advertisements and advertising materials, web pages,
22 and other merchandise and matter bearing the mark CLINICA MEDICA
23 SAN MIGUEL;

24 (b) Remove all signage from the exterior of its business locations
25 containing the mark CLINICA MEDICA SAN MIGUEL; and

26 (c) Change its corporate name CLINICA MEDICA SAN MIGUEL,
27 INC., to one which is other than CLINICA MEDICA SAN MIGUEL.
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1 6. The terms of this agreement shall not prevent DEFENDANT from
2 operating a medical clinic or similar business using the prefix "Clinica Medica"
3 other than "Clinica Medica San Miguel."

4 The above terms are in full and final settlement of this action as to
5 PLAINTIFF'S Complaint against DEFENDANT, with no admission of liability,
6 and except as specified herein this judgment is to have no effect whatsoever except
7 in settlement of this case as to PLAINTIFF'S Complaint against DEFENDANT.

8 Except as specified herein, each side is to bear their own costs and attorneys'
9 fees.

10 This offer is made without any admission of liability by DEFENDANT on
11 any claim in this litigation.

12
13 IT IS SO ORDERED.

14
15 Dated: March 12, 2014

16 *David O. Carter*
17 _____
18 DAVID O. CARTER
19 UNITED STATES DISTRICT JUDGE

20
21 Respectfully submitted,

22 Dated: March 12, 2014

23 /s/
24 _____
25 PAUL D. SUPNIK
26 Attorney for all Plaintiffs