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JS-6

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

LOANDEPOT.COM, LLC d/b/a
IMORTGAGE, Delaware Limited
Liability Company

Plaintiff,

v.

HOME LOAN GUARANTEE, LLC
d/b/a/ IMORTGAGE LENDING, Arizona
Limited Liability Company

Defendant.

Case No.: 8:15-cv-571

Judge: Hon. James V. Selna

JUDGMENT

Hearing Date: December 7, 2015
Hearing Time: 1:30 p.m.
Court room: 10C

VENABLE LLP
2049 CENTURY PARK EAST, SUITE 2100
LOS ANGELES, CA 90067
310-229-9900

1 Plaintiff loanDepot.com, LLC d/b/a imortgage (“Plaintiff”) filed this action
2 for (1) violation of the Lanham Act, 15 U.S.C. § 1125(a); (2) violation of the
3 Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); (3) common
4 law trademark and trade name infringement; (4) unfair competition and unfair
5 business practices under Cal. Bus. & Prof. Code § 17200, *et seq.*, and (5) common
6 law unfair competition (Docket No. 1) (“Complaint”) on April 10, 2015.
7 Defendant Home Loan Guarantee, LLC d/b/a iMortgage Lending, Arizona Limited
8 Liability Company (“Defendant”) failed to respond to the Complaint, and on
9 September 21, 2015, the Clerk of this Court entered a Default against Defendant
10 pursuant to Fed. R. Civ. P. 55(a). Having fully considered Plaintiff’s Motion for
11 Default Judgment, and for good cause shown,

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Plaintiff’s
13 Motion for Default Judgment is hereby GRANTED in full and a judgment is
14 entered in favor of Plaintiff and against Defendant on all causes of action in
15 Plaintiff’s Complaint, including relief as follows:

- 16 1. Defendant shall pay to Plaintiff \$50,000 in statutory damages.
- 17 2. Plaintiff is awarded, and Defendant shall pay to Plaintiff, \$56,089.10
18 in attorneys’ fees, and \$626.00 in costs.
- 19 3. The domain name, www.imortgagelending.com, shall immediately be
20 transferred to Plaintiff. Defendant shall immediately relinquish all rights, title, and
21 interest thereto. Defendant shall take any and all actions necessary to transfer
22 ownership of that domain name to Plaintiff.
- 23 4. Defendant, and its principals, directors, officers, agents, servants,
24 employees, attorneys, successors, assigns, and all those persons in active concert or
25 participation with any of them, are hereby permanently enjoined from:
 - 26 a. Using Plaintiff’s IMORTGAGE.COM, IM IMORTGAGE, IM, or
27 IMORTGAGE marks (“Plaintiff’s Marks”), or any mark
28 confusingly similar thereto, including IMORTGAGE LENDING

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- or IMORTGAGELENDING, to promote, offer, render, advertise, or identify any lending services or related goods or services;
- b. Otherwise infringing Plaintiff’s Marks or damaging Plaintiff’s goodwill;
- c. Unfairly competing with Plaintiff in any manner whatsoever;
- d. Registering, trafficking in, or using any domain name or names containing the mark IMORTGAGE or any of Plaintiff’s Marks, or any mark, word or symbol confusingly similar thereto;
- e. Using the domain name www.imortgagelending.com and/or any other URL’s that incorporate any of Plaintiff’s Marks;
- f. Falsely designating the origin of Defendant’s services;
- g. Using in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact that is likely to cause confusion, to cause mistake, or to deceive regarding the origin, sponsorship, or approval of Defendant’s services or to falsely imply a connection or affiliation with Plaintiff or Plaintiff’s services;
- h. Causing a likelihood of confusion or injuring Plaintiff’s business reputation; and
- i. Assisting, inducing, encouraging, causing, materially contributing to, or aiding and abetting any other person or entity to perform any of the acts described in (a) through (h) above.

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5. Finding no just reason to delay the entry of this Judgment, the Court hereby directs the entry of this Judgment as a final order pursuant to Fed. R. Civ. P. 54. This Court retains jurisdiction over this Final Judgment for the purpose of ensuring compliance with the terms hereof.

IT IS SO ORDERED.

Dated: December 22, 2015



The Honorable James V. Selna
United States District Judge

