

1 LISA K. GARNER (SBN: 155554)
 2 AARON P. RUDIN (SBN: 223004)
 3 PAULETTE S. DEPAULO (SBN: 217291)
 4 GORDON & REES LLP
 5 633 West Fifth Street, Suite 4900
 6 Los Angeles, CA 90071
 Telephone: (213) 576-5000
 Facsimile: (213) 680-4470
[E-mail: lgarner@gordonrees.com;](mailto:lgarner@gordonrees.com)
arudin@gordonrees.com

7 Attorneys for Plaintiff and Counter-Defendant
 8 CENTURY 21 REAL ESTATE LLC

9 UNITED STATE DISTRICT COURT
 10 EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

Gordon & Rees LLP
 633 West Fifth Street, Suite 4900
 Los Angeles, CA 90071

11 CENTURY 21 REAL ESTATE LLC, a) CASE NO. 2:10-CV-02751-WBS-GGH
 1 Delaware Limited Liability Company formerly) [Consolidated with Case Nos. 2:10-02846
 2 known as Century 21 Real Estate Corporation,) WBS GGH and 2:11-02497 WBS GGH.]

) **JUDGMENT**

) Plaintiff,
)
)

1 ALL PROFESSIONAL REALTY, INC., a)
 4 California corporation doing business as)
 5 CENTURY 21 ALL PROFESSIONAL;)
 STEVEN M. WRIGHT, an individual; and)
 6 CAROL WRIGHT, an individual,)

) Defendants.)

7 After full consideration of Plaintiff and Counter-defendant Century 21 Real Estate LLC’s
 1 (“Century 21’s”) Motion for Summary Adjudication against Defendants and Counterclaimants
 8 All Professional Realty, Inc., All Professional Hawaii Realty, Inc., Steve Wright and Carol
 1 Wright, (collectively referred to herein as “Defendants”), and the evidence, and written and oral
 9 submissions by the parties, the Court issued its August 8, 2012 Memorandum & Order
 2 Regarding Century 21’s Motion For Summary Adjudication setting forth its findings of fact and
 0 conclusions of law in this action. (Court Document No. 115) On August 14, 2012, Century 21

1 requested dismissal of its remaining claims for relief in the Consolidated Actions (Case Nos.
2 2:10-02751 WBS-GGH, 2:10-02846 WBS GGH and 2:11-02497 WBS GGH) and requested that
3 Judgment be entered in accordance with the Court's August 8, 2012 Order.

4 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:**

5 1) That judgment is entered in favor of Plaintiff and Counter-Defendant Century
6 21 Real Estate LLC, a Delaware limited liability company ("Century 21") and against
7 Defendants and Counterclaimants All Professional Realty, Inc., a California corporation doing
8 business as Century 21 All Professional ("All Professional Realty, Inc."), Steve Wright and
9 Carol Wright, jointly and severally, on Century 21's claims for relief for Trademark
10 Infringement (15 U.S.C. § 1114), Common Law, Trademark Infringement, Federal Unfair
11 Competition (15 U.S.C. § 1125), for the total amount of \$57,348.00, representing treble
12 damages for willful trademark infringement, plus interest at 17% per annum from the date of
13 entry of Judgment pursuant to 28 U.S.C. § 1961;

14 2) That judgment is entered in favor of Century 21 and against Defendants and
15 Counterclaimants All Professional Hawaii Realty, Inc., a Hawaii corporation formerly doing
16 business as Century 21 All Professional, ("All Professional Hawaii Realty, Inc."), Steve Wright
17 and Carol Wright, jointly and severally, on Century 21's claims for relief for Trademark
18 Infringement (15 U.S.C. § 1114), False Designation of Origin/False Advertising (15. U.S.C. §
19 1125(a)), Common Law Unfair Competition for the total amount of \$28,674.00, representing
20 treble damages for willful trademark infringement, plus interest at 17% per annum from the date
21 of entry of Judgment pursuant to 28 U.S.C. § 1961;

22 3) That judgment is entered in favor of Century 21 and against All Professional
23 Realty, Inc., Steve Wright and Carol Wright, jointly and severally, on Century 21's claims for
24 relief for breach of contract, breach of guaranty, breach of promissory note, for the total amount
25 of \$668,016.41, consisting of actual damages totaling \$173,556.82 and liquidated damages
26 totaling \$494,459.59, plus interest at 16% per annum from July 9, 2010 (the date of beach of the
27
28

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

franchise agreements) pursuant to N.J.S.A. 31-1.1 and sections 11.2 of the Franchise Agreements;

4) That judgment is entered in favor of Century 21 and against All Professional Hawaii Realty, Inc., Steve Wright and Carol Wright, jointly and severally, on Century 21's claims for relief for breach of contract and breach of contract: guaranty, for the total amount of \$102,440.06, consisting of actual damages totaling \$21,898.08 and liquidated damages totaling \$80,541.98, plus interest at 16% per annum from July 9, 2010 (the date of beach of the franchise agreements) pursuant to N.J.S.A. 31-1.1 and sections 11.2 of the Franchise Agreements;

5) That judgment is entered in favor of Century 21 and against All Professional Realty, Inc., All Professional Hawaii Realty, Inc., Steve Wright and Carol Wright on all of All Professional Realty, Inc., All Professional Hawaii Realty, Inc., Steve Wright and Carol Wright's claims for relief against Century 21, and All Professional Realty, Inc., All Professional Hawaii Realty, Inc., Steve Wright and Carol Wright shall take nothing on their claims for relief, including breach of contract, unfair competition, breach of the implied covenant of good faith and fair dealing, fraud, intentional interference with business advantage/contract, negligent interference with business advantage, violation of California' franchise investment law, and violation of Hawaii's franchise investment law.

6) Plaintiff and Counter-defendant Century 21 Real Estate, LLC is the prevailing party and shall be entitled to seek an award of its reasonable attorney's fees incurred in this action pursuant to the terms of the Franchise Agreements;

7) Defendants and their employees, agents, and all persons acting with them or on their behalf, are permanently restrained and enjoined from any and all use of the Century 21 marks including, but not limited to, the proprietary mark "Century 21", all similar names and marks and any name or mark containing the designation "Century 21," or any other name, designation or mark, or similar colors or lettering indicating or tending to indicate that Defendants, or any of them, is an authorized Century 21 franchisee;

Defendants and their employees, agents, and all persons acting with them or

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

8)

on their behalf, are permanently restrained and enjoined from all advertising as a Century 21 franchisee;

9)

Defendants and their employees, agents, and all persons acting with them or on their behalf are permanently restrained and enjoined from using the CENTURY 21® System, including, but not limited to, operating manuals, training manuals, sales manuals and aids, listing films and books, advertising and promotional materials, and all technology products, and all films, cassettes, and instructions manuals which are part of Century 21's programs, that were delivered to Defendants pursuant to the Franchise Agreements;

10)

Defendants and their employees, agents, and all persons acting with them or on their behalf are permanently restrained and enjoined from doing anything which would indicate that Defendants, or any of them, are an authorized Century 21 franchisee;

Gordon & Rees LLP
633 West Fifth Street, Suite 4900
Los Angeles, CA 90071

IT IS SO ORDERED.

Dated: August 16, 2012



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE