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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation,

Plaintiff,

vs.

JOHN BROSNAN, MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., a California corporation,
and ROBERT JACOBSEN

Defendants.

Case No. C 09-3600 SBA

**STIPULATED PERMANENT
INJUNCTION AGAINST DEFENDANT
JOHN BROSNAN AND [PROPOSED]
ORDER**

Plaintiff Mortgage Electronic Registration Systems, Inc. ("MERS") filed an *ex parte* motion for temporary restraining order and order to show cause on August 6, 2009. On August 12, 2009, the Court entered a temporary restraining order prohibiting defendants from using MERS' name and accepting service of process of documents intended for MERS, and requiring defendants to forward any documents in their possession intended for MERS to MERS'

MORGAN, LEWIS &
BOCKIUS LLP
ATTORNEYS AT LAW
SAN FRANCISCO

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STIPULATED PERMANENT INJUNCTION
AGAINST DEFENDANT BROSNAN
AND [PROPOSED] ORDER C 09-01922 SBA

required to convey that identification and only in such manner so as not to cause likelihood of confusion; ~~Mr.~~ Mr. Brosnan cannot claim any ownership rights in either designation

1 counsel (hereinafter the "TRO"). The TRO required the defendants to show cause on August 26,
2 2009, why a preliminary injunction should not be entered against them. The Court conducted a
3 hearing on MERS' motion for a preliminary injunction on August 26, 2009. The Court issued a
4 Preliminary Injunction on September 4, 2009 ("PI Order").

5 The Court issued a Contempt Order on November 5, 2009, against defendant John
6 Brosnan and the California company he created using the "Mortgage Electronic Registration
7 Systems, Inc." name, which was also named as a defendant in the action but has defaulted
8 ("Company Defendant"), for their failure to comply with the PI Order.

9 MERS and Mr. Brosnan have entered into an agreement to dismiss the claims asserted
10 against Mr. Brosnan in this action (hereinafter the "Settlement Agreement") and, pursuant to the
11 Settlement Agreement, they have agreed to the terms of this Stipulated Permanent Injunction.

12 MERS and Mr. Brosnan stipulate, and the Court hereby orders, as follows:

13 (1) Mr. Brosnan, together with any entity under his control or anyone acting on his
14 behalf in any capacity, shall not engage in, commit or perform, directly or indirectly, any of the
15 following acts:

16 (a) Using or applying to register MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEMS (with or without an "S"), MERS or any confusingly similar
18 designations, as a mark, business name, domain name, email address, meta-tag, keyword, or
19 otherwise; ^{except for what strictly qualifies as nominative fair use,} and ^{using either name or mark only to refer specifically to the}
20 Delaware ^{entity that is a plaintiff in this action, and only as much as is} entity that is a plaintiff in this action, and only as much as is
(b) Accepting service of process or other documents intended for MERS,

21 including summonses, complaints, subpoenas, or any other legally-required notices naming or
22 involving mortgage liens held by Mortgage Electronic Registration Systems, Inc., a Delaware
23 corporation.

24 (2) Mr. Brosnan shall deliver or cause to be delivered to MERS all documents and
25 things that he, or any entity under his control or anyone acting on his behalf in any capacity or on
26 behalf of any company he created, receives that were addressed to or otherwise intended for
27 MERS. Such documents shall be sent within three business days of receipt, and shall be sent
28 directly to MERS' in-house counsel, by first-class mail or other mutually agreeable method,

1 addressed as follows:

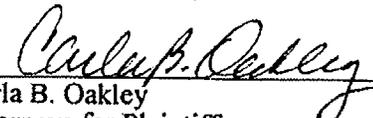
2 Mortgage Electronic Registration Systems, Inc.
3 c/o Joseph J. Patry, Counsel
4 1818 Library Street, Suite 300
5 Reston, VA 20190

6 (3) This Court, or a magistrate designated by the Court, shall retain ongoing
7 jurisdiction with respect to enforcement of this Stipulated Injunction and the Settlement
8 Agreement, the terms of which are incorporated herein by reference. The Court retains broad
9 discretion to impose sanctions, including fines, an award of attorneys' fees, issue sanctions,
10 and/or imprisonment, in the event that Mr. Brosnan fails to comply any of the terms of this Order.

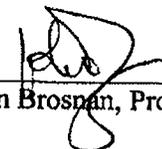
11 (4) The above terms shall supersede the terms of the Preliminary Injunction with
12 respect to Mr. Brosnan.

13 Dated: February 12, 2010

MORGAN, LEWIS & BOCKIUS LLP

14 By 
15 Carla B. Oakley
16 Attorneys for Plaintiff
17 MORTGAGE ELECTRONIC
18 REGISTRATION SYSTEMS, INC.

19 Dated: February 12, 2010

20 By 
21 John Brosnan, Pro Se

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THE FOREGOING STIPULATION
IS APPROVED AND IS SO ORDERED.

Dated: 8/2/ _____, 2010


The Honorable Sandra Brown Armstrong
United States District Judge