

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

CU-centric, LLC :
Plaintiff :
vs. : Case No. 2:10CV-712
Judge Sargus
(Jury Demand Endorsed Hereon)
Geoffrey M. Hayden :
dba CU Centric Lending :
Defendant :

CONSENT JUDGMENT

Plaintiff Cu-centric, LLC and Defendant Geoffrey M. Hayden dba CU Centric Lending having entered into a Stipulation for Entry of Judgment and the Court having entered an Order thereon,

It is hereby ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over the parties and the subject matter of this action pursuant to 15 U.S.C. §1121 and 28 U.S.C. §§1331, 1338, 1367 and resulting in the judgment on consent.

2. Plaintiff is the lawful owner of all right, title and interest in and to the trade name, trademarks and service mark CU-CENTRIC (collectively the “Marks”) and these marks are valid and enforceable. Plaintiff is the lawful owner of all right, title and interest in and to the domain name incorporating the marks, including the domain name cu-centric.com and the web address www.cu-centric.com.

4. Plaintiff has objected to the Defendant use of the name and mark Cu Centric Lending

and the domain name cucentric.org on the ground that said use constitutes a trademark and trade name infringement under federal and Ohio law, and violation of the Federal Anticybersquatting Consumer Protection Act and the state Consumer Sales Practices Act, and common law.

5. The parties now wish to resolve all issues raised in the Plaintiff's Complaint by agreement and consent.


Wherefore, on the basis of the settlement agreement and the parties' consent, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Defendant Geoffrey M. Hayden individually, and through offices, agents, servants or employees, is permanently enjoined from:
 - a. Using with the name Cu Centric Lending or any other trademark, service mark, trade name, fictitious name or domain name that includes the words "Cu Centric" or any other mark, name or domain name that is confusingly similar to Cu Centric.
 - b. Maintaining any internet website, publishing or sending any email or other messages or maintaining any directory listing the name or mark Cucentric.org or using the name Cu Centric, or any other domain name or mark confusingly similar to Cu Centric.
 - c. Applying to register, registering, reserving or maintaining any trademark, service mark, trade name, fictitious name, or domain name that includes the words Cu Centric, or any other mark, name or domain name that is confusingly similar to any of the Plaintiff's marks.
2. Pursuant to 15 U.S.C §1118, Defendant shall forthwith destroy, or deliver to Plaintiff

for destruction, all products, advertisements, labels, signs, prints, packages, wrappers, receptacles and all other materials in his possession or under his control that bear the name Cu Centric Lending.

3. Pursuant to 15 U.S.C. §1125(d), Defendant shall sign all documents and take all additional action that may be necessary to transfer and assign to Plaintiff the domain name Cu Centric Lending and the web address www.cucentric.org, and shall cooperate with the Plaintiff to perform an account change of the domain name at the GoDaddy.com site and cause the transfer of the Defendant's account to the Plaintiff.
4. Each shall will bear its own costs and attorney fees.

It is so ORDERED.


10-25-2016

Judge Sargus

/s/Christopher J. Minnillo
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/Geoffrey M. Hayden
Geoffrey M. Hayden
dba Cu Centric Lending

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