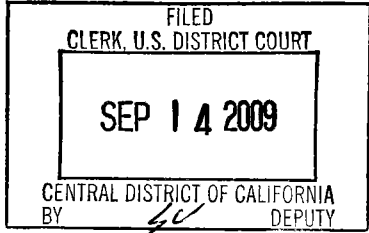


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JS-6



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LIFE ALERT EMERGENCY  
RESPONSE, INC., a California  
corporation,  
  
Plaintiff,  
  
vs.  
  
MSS ELECTRONICS, INC., a New  
York corporation,  
  
Defendant.

No. CV 09-1188 DDP (JWJx)  
**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Plaintiff Life Alert Emergency Response, Inc. ("Plaintiff") and Defendant MSS ELECTRONICS, INC. ("Defendant") having stipulated to a Final Judgment and Permanent Injunction, and having waived any required findings of fact and/or conclusions of law, and having further waived any additional notice, and having stipulated and agreed that this Permanent Injunction may be entered forthwith;

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

1. Defendant, and any person or entity owned or controlled by Defendant (collectively the "Enjoined Parties"), are hereby permanently, restrained, enjoined and prohibited, directly or indirectly, by any means, method or device whatsoever, from using the trademarks "Life Alert", "Help, I've Fallen and I Can't Get Up!"

1 and "I've Fallen and I Can't Get Up!", or any trademark or name confusingly  
2 similar thereto, in connection with the sale, offering for sale, distribution,  
3 manufacturing, advertising, or promotion of goods and/or services, relating to and  
4 in connection with the personal emergency response industry, by an Enjoined Party  
5 including but not limited to, purchasing or bidding on them as search terms or  
6 "keywords" on websites (including but not limited to Internet search engines) or  
7 selecting or using them in any way in connection with any website, whether visible  
8 text of the website, in metatags or as context for the placement of advertising.

9 2. This Final Judgment and Permanent Injunction contained herein shall  
10 be binding upon the Enjoined Parties upon entry by the Court without further notice  
11 to any party. The Court shall retain jurisdiction of this matter for purposes of  
12 enforcement, performance and modification of this Final Judgment and Permanent  
13 Injunction.

14 3. Prior to the filing of any motion or action to enforce this Final  
15 Judgment and Permanent Injunction against any Enjoined Party, Plaintiff shall  
16 provide written notice to Defendant of the violation and a thirty-day opportunity to  
17 cure any alleged violation of the Final Judgment and Permanent Injunction.  
18 Defendant shall be limited to one thirty-day cure period per year. Notice under this  
19 provision shall be provided in writing, by certified mail, return receipt requested, by  
20 facsimile with confirmation by U.S. Mail, or by overnight courier with signature of  
21 receipt, as follows:

22  
23 To Plaintiff:

24 Ralph Loeb, Esq.  
25 Krane & Smith  
26 16255 Ventura Blvd., Suite 600  
27 Encino, CA 91436  
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To Defendant:

Thomas Kidde, Esq.  
Lewis, Brisbois, Bisgaard & Smith  
221 N. Figueroa Street, Suite 1200  
Los Angeles, CA 90012

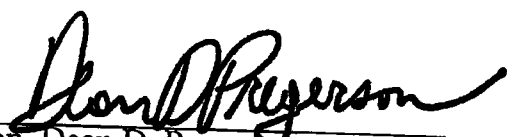
4. No bond shall be required to secure this Final Judgment and Permanent Injunction.

5. The claims in Plaintiff's Complaint against Defendant that are not adjudicated by this Final Judgment and Permanent Injunction are hereby dismissed with prejudice.

6. Each party shall bear its own costs and fees incurred in this action up to the entry of the Final Judgment and Permanent Injunction.

**IT IS SO ORDERED:**

Dated: SEP 14 2009

  
Hon. Dean D. Pregerson  
DISTRICT COURT JUDGE

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