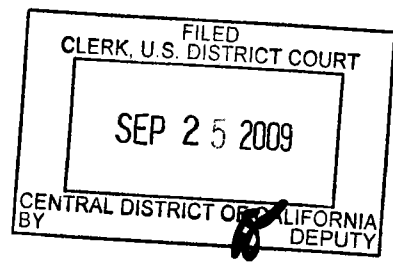


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JS-6



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LIFE ALERT EMERGENCY  
RESPONSE, INC., a California  
corporation,  
  
Plaintiff,  
  
vs.  
  
CVS CAREMARK CORPORATION,  
a Delaware corporation, CVS  
PHARMACY, INC., a Rhode Island  
corporation, ConnectAmerica.com,  
LLC, a Delaware limited liability  
corporation, and KENNETH GROSS,  
an individual,  
  
Defendants.

No. CV 09-04094 PA (RCx)  
**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Plaintiff Life Alert Emergency Response, Inc. ("Plaintiff") and Defendants  
CVS Caremark Corporation, CVS Pharmacy, Inc. and ConnectAmerica.com, LLC  
(collectively "Defendants") 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;

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

2           1. Defendants, and any person or entity owned or controlled by  
3 Defendants (collectively the "Enjoined Parties"), are hereby permanently,  
4 restrained, enjoined and prohibited, directly or indirectly, by any means, method or  
5 device whatsoever, from using the trademarks "Life Alert", "Help, I've Fallen and I  
6 Can't Get Up!" and "I've Fallen and I Can't Get Up!", or ~~or~~ any trademark or name  
7 confusingly similar thereto, in connection with the sale, offering for sale,  
8 distribution, manufacturing, advertising, or promotion of goods and/or services,  
9 relating to and in connection with the personal emergency response industry, by an  
10 Enjoined Party including but not limited to, purchasing or bidding on them as  
11 search terms or "keywords" on websites (including but not limited to Internet  
12 search engines) or selecting or using them in any way in connection with any  
13 website, whether visible text of the website, in metatags or as context for the  
14 placement of advertising.

15           2. This Final Judgment and Permanent Injunction contained herein shall  
16 be binding upon the Enjoined Parties upon entry by the Court without further notice  
17 to any party. The Court shall retain jurisdiction of this matter for purposes of  
18 enforcement, performance and modification of this Final Judgment and Permanent  
19 Injunction.

20           3. No bond shall be required to secure this Final Judgment and  
21 Permanent Injunction.

22           4. The claims in Plaintiff's Complaint against Defendants that are not  
23 adjudicated by this Final Judgment and Permanent Injunction are hereby dismissed  
24 with prejudice.

25           5. Prior to the filing of any motion or action to enforce this Final  
26 Judgment and Permanent Injunction against any Enjoined Party, Plaintiff shall  
27 provide written notice to ConnectAmerica.com, LLC of the violation and a thirty-  
28 day opportunity to cure any alleged violation of the Final Judgment and Permanent

1 Injunction. ConnectAmerica.com, LLC shall be limited to one thirty-day cure  
2 period per year. Notice under this provision shall be provided in writing, by  
3 certified mail, return receipt requested, by facsimile with confirmation by U.S.  
4 Mail, or by overnight courier with signature of receipt, as follows:

5  
6 To Plaintiff:

7 Ralph Loeb, Esq.  
8 Krane & Smith  
9 16255 Ventura Boulevard, Suite 600  
10 Encino, CA 91436

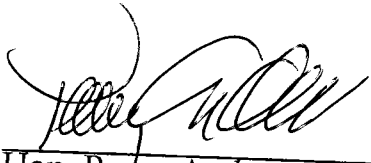
11 To ConnectAmerica.com, LLC:

12 William E. Pallares, Esq.  
13 Lewis, Brisbois, Bisgaard & Smith  
14 221 N. Figueroa Street, Suite 1200  
15 Los Angeles, CA 90012

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

18 **IT IS SO ORDERED:**

19 Dated: 9/25/09

  
\_\_\_\_\_  
20 Hon. Percy Anderson  
21 DISTRICT COURT JUDGE

22 80457033.1