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 10 PRODUCT PARTNERS, LLC

11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
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15 PRODUCT PARTNERS, LLC, a  
 16 California Limited Liability Company,

Case No.: CV09-05958 GAF (SSx)

17 Plaintiff,

~~PROPOSED~~ JUDGMENT

18 vs.

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 20 AARON WATTS, an Individual, and  
 21 Does 1-10, Inclusive,

22 Defendants.

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

25 Plaintiff Product Partners, LLC (“Plaintiff”), is hereby awarded injunctive  
 26 relief and statutory damages, costs, and attorneys’ fees on its claims for relief  
 27 against Defendant Aaron Watts (“Defendant”) for a final Judgment in the total  
 28 amount of \$153,321.63.

1 Defendant is ordered to pay Plaintiff \$150,000.00 in statutory damages  
2 under the Copyright Act, \$2,400.00 in attorneys' fees, \$921.63 in costs of suit, and  
3 is permanently enjoined and restrained from infringing upon Plaintiff's "P90X"  
4 mark by way of the following activities and conduct as follows:

5 a. Defendant is enjoined and permanently restrained from  
6 manufacturing, advertising, distributing, offering for sale, selling,  
7 whether directly or indirectly, counterfeit P90X extreme home fitness  
8 products and any other DVDs of any kind bearing Plaintiff's "P90X"  
9 mark or names that are confusingly similar to the trademarks, trade  
10 names, designs or logos of Plaintiff;

11 b. Defendant is enjoined and permanently restrained from using  
12 Plaintiff's "P90X" mark or any copy, reproduction, or colorable  
13 imitation, or confusingly similar simulation of Plaintiff's "P90X"  
14 mark on or in connection with the promotion, advertising, distribution,  
15 manufacture or sale of Defendant's goods;

16 c. Defendant is ordered to cancel, withdraw and recall all his  
17 promotions, advertisements and merchandise bearing Plaintiff's  
18 "P90X" mark or any confusingly similar simulation to Plaintiff's  
19 "P90X" mark, which have been published, placed or shipped by  
20 Defendant or under Defendant's authority, to any person, entity, or  
21 customer, including, without limitation, any publisher, agency,  
22 wholesaler, distributor, retailer, consignor or marketer, and also

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deliver to each publisher or customer a copy of this Court's order as it relates to said injunctive relief against Defendant.

**IT IS SO ORDERED:**

**Dated:** November <sup>23</sup> ~~16~~, 2009

B:   
JUDGE GARY ALLEN FEESS  
U.S. DISTRICT JUDGE