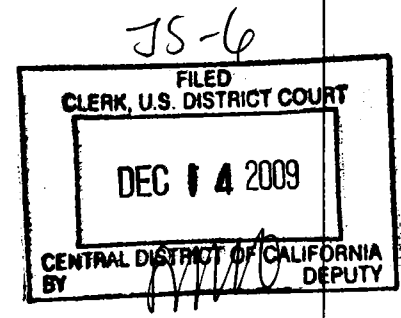


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9 Attorneys for Plaintiff  
 10 PRODUCT PARTNERS, LLC



11  
 12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14

15 PRODUCT PARTNERS, LLC, a  
 16 California Limited Liability Company,

Case No.: CV09-05965 AHM (PJWx)

17 Plaintiff,

~~PROPOSED~~ JUDGMENT

18 vs.

19  
 20 SONDRA HOWARD, an Individual, and  
 21 Does 1-10, Inclusive,

22 Defendants.

23  
 24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

25 Plaintiff Product Partners, LLC, is hereby awarded final judgment on its  
 26 claims for relief against Defendant Sondra Howard in the sum of \$150,000.00 (17  
 27 U.S.C. §504(c)(2)), as the prevailing party in this action, pursuant to Rule 55(b) of  
 28 the *Federal Rules of Civil Procedure* and under *Local Rule 55-1*. Under *Local*

1 Rule 55-3, Plaintiff is awarded attorney's fees of \$2,400.00. Plaintiff is further  
2 awarded costs, pursuant to the Copyright Act, 17 U.S.C. §504(c), to be determined  
3 by the Notice of Application to the Clerk to Tax Costs within fifteen (15) days  
4 after the entry of judgment.

5 Furthermore, Defendant is permanently enjoined and restrained from the  
6 following activities and conduct and ordered as follows:

7 a. Defendant is enjoined and permanently restrained from  
8 manufacturing, advertising, distributing, offering for sale, selling,  
9 whether directly or indirectly, counterfeit P90X Extreme Home  
10 Fitness kits and any other DVDs of any kind bearing Plaintiff's Mark  
11 or names that are confusingly similar to the trademarks, trade names,  
12 designs or logos of Plaintiff;

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

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

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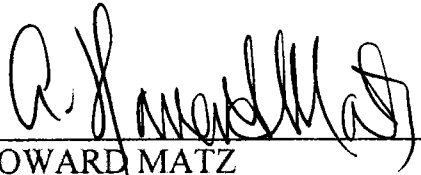
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a copy of this Court's order as it relates to said injunctive relief against  
Defendant.

**IT IS SO ORDERED:**

**Dated: December 7, 2009**

By:   
A. HOWARD MATZ  
U.S. DISTRICT JUDGE