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28 Attorneys for Defendant,  
Sunshine Kids Juvenile Products, LLC

IN THE UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION

PRINCE LIONHEART, INC., a  
 California corporation

Plaintiff,

v.

SUNSHINE KIDS JUVENILE  
 PRODUCTS, LLC, a Washington  
 Limited liability company, and DOES  
 1 through 10, inclusive

Defendant.

) Civil Action No.  
 ) CV 06-1543 VBF (PJWx)

) **STIPULATED FINAL**  
 ) **CONSENT JUDGMENT AND**  
 ) **PERMANENT INJUNCTION**

) Honorable Valerie Baker Fairbank

1 Plaintiff Prince Lionheart, Inc (“Prince Lionheart”) and Defendant  
2 Sunshine Kids Juvenile Products, LLC (“Sunshine Kids”) hereby jointly  
3 stipulate and consent to this Stipulated Final Consent Judgment and Permanent  
4 Injunction.

5 Based on the stipulation and consent of the parties, it is hereby  
6 **ORDERED, ADJUDGED, and DECREED** that:

7 1. This is an action for patent infringement brought by Prince  
8 Lionheart against Sunshine Kids. In this action, Prince Lionheart alleges that  
9 Sunshine Kids has infringed U.S. Patent No. 6,786,546 (“the ’546 patent”) and  
10 has committed unfair competition through its use of Prince Lionheart’s 2  
11 STAGE trademark (“the 2 STAGE mark”) by producing and marketing  
12 protective car seat covers under the name “Ultra-Mat Ultimate 2-Stage  
13 Undermat.”

14 2. This Court has jurisdiction over the parties and the subject matter  
15 of this action. Venue in this action is proper in this Court.

16 3. The parties have entered into a Settlement Agreement that fully  
17 disposes of this action. A copy of that Settlement Agreement is attached hereto  
18 as Exhibit 1 and is incorporated by reference in its entirety into this Final  
19 Consent Judgment.

20 4. This action is hereby dismissed in its entirety with prejudice.

21 5. Sunshine Kids did not sustain its burden of proving the invalidity  
22 of any claim of the ’546 patent.

23 6. Effective on February 1, 2009, Sunshine Kids, together with its  
24 officers, agents, servants, employees, affiliates, attorneys, and all those in active  
25 concert or participation with them who receive actual notice of this Permanent  
26 Injunction (“the Enjoined Parties”), are hereby enjoined from making, using,  
27 selling, offering for sale, advertising, marketing, distributing or importing into  
28 the United States any seat cover that falls within the scope of any claim of the

1 '546 patent or U.S. Patent No. 7,422,278 (“the ’278 patent”), including, but not  
2 limited to, seat covers in which the upper and lower sections are not  
3 permanently attached to each other. The Enjoined Parties are further enjoined  
4 from inducing others to take any of these actions.

5 7. The injunction of Paragraph 6 shall remain in full force and effect  
6 as to the ’546 patent until the ’546 patent has expired and as to the ’278 patent  
7 until the ’278 patents has expired.

8 8. Effectively immediately, the Enjoined Parties are further enjoined  
9 from:

10 (a) manufacturing, making, using, displaying, selling, offering for sale,  
11 promoting, advertising, marketing, or distributing any seat cover  
12 that uses the 2 STAGE mark or any mark that is confusingly  
13 similar to the 2 STAGE mark;

14 (b) stating or representing that any of the products they manufacture,  
15 sell or distribute are made by, authorized by, or otherwise affiliated  
16 with Prince Lionheart; or

17 (c) inducing or assisting any other person or entity to take any of the  
18 actions referred to in paragraphs (a) – (b) above.

19 9. Each party shall bear its own costs and attorneys’ fees.

20 10. The parties affirmatively waive any and all rights to appeal this  
21 Stipulated Final Consent Judgment and Permanent Injunction.

22 11. This Court shall retain jurisdiction over this matter for the purpose  
23 of making any further order necessary or desirable to effectuate the terms of this  
24 Stipulated Final Consent Judgment and Permanent Injunction and to ensure full

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1 and complete compliance therewith.

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IT IS SO ORDERED.

Dated: November 20, 2008



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The Honorable Valerie Baker Fairbank  
United States District Judge