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

Sprite Industries, Inc.,
a California corporation,

Plaintiff,

v.

Sun Water Systems, Inc., a Texas
corporation, and DOES 1-10, inclusive,

Defendants.

Case No. CV11-04943 DSF (CWx)

**FINAL CONSENT JUDGMENT
AND PERMANENT INJUNCTION
AGAINST DEFENDANT SUN
WATER SYSTEMS**

This case having come on before this Court upon the pleadings, and it being represented to the court that Plaintiff Sprite Industries, Inc. (“Sprite”) and Defendant Sun Water Systems, Inc. (“Sun”), have settled their differences with respect to the matters in dispute by a Settlement Agreement. On the consent of Sprite and its attorneys, Sun and their attorneys, and good cause having been shown:

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED:

1. This Court has jurisdiction over these parties and the subject matter herein.

1 2. Venue is proper in this judicial district.

2 3. Plaintiff, Sprite is a California corporation having its principal place of
3 business located at 1791 Railroad Street, Corona, California, 92880.

4 4. Defendant Sun is a Texas corporation having its principal place of
5 business located at 6310 Midway Road, Haltom City, Texas 76117.

6 5. Sun will remove any reference to Sprite or any products of Sprite, from
7 any websites owned or operated by or for Sun, and destroy any printed advertising,
8 promotional or sales materials, in any paper or electronic form, which references
9 Sprite or any products of Sprite.

10 6. Sun, their officers, directors, principals, agents, servants, employees,
11 successors and assigns, are hereby permanently enjoined and restrained from making
12 any reference to Sprite or the products of Sprite on any website owned or operated by
13 or for Sun, or in any advertising, promotional or sales materials distributed by or for
14 Sun in any paper or electronic form.

15 7. Subject to the terms and conditions of this Consent Judgment, all claims
16 and counterclaims of Plaintiff Sprite and Defendant Sun alleged in this action are
17 dismissed with prejudice, with both parties bearing their own costs and attorneys fees.
18 Jurisdiction is retained by this Court for the purpose of insuring compliance with the
19 terms hereof, and enabling the parties to apply to this court for further orders
20 regarding the enforcement, interpretation, and performance of the parties' Settlement
21 Agreement.

22 IT IS HEREBY ORDERED.

23
24 Dated: ___9/27/11



Dale S. Fischer
United States District Court Judge