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7 Attorneys for Plaintiff
 WORLD GYM INTERNATIONAL IP, LLC,
 8 A California limited liability company

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA
 11

12 World Gym International IP, LLC,
 A California Limited Liability Company

CASE NO. 2:12-cv- 02551-ODW-FMO

14 Plaintiff,

15 v.

**[PROPOSED] STIPULATED
 JUDGMENT AND ORDER FOR
 PERMANENT INJUNCTION**

16 World Fitness, Inc.,
 A South Carolina Company; and
 17 DOES 1-10, inclusive,

18 Defendants.

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[PROPOSED] STIPULATED JUDGMENT AND ORDER

1 **STIPULATED JUDGMENT AND ORDER FOR PERMANENT INJUNCTION**

2 Plaintiff World Gym International IP, LLC ("Plaintiff") and Defendant World
3 Fitness, Inc. ("Defendant") (collectively, the "Parties") stipulate to the following:

4 1. Plaintiff by and through its counsel commenced this action by filing a
5 complaint for trademark infringement and trademark dilution against Defendant.

6 2. Defendant has waived service of the summons and complaint.

7 3. Defendant admits that the Court has jurisdiction over it and over the
8 subject matter of this action and that venue is proper.

9 4. Defendant waives the entry of findings of fact and conclusions of law and
10 consents to the entry of this Stipulated Judgment and Order for Permanent Injunction
11 (the "Stipulated Judgment").

12 5. Plaintiff is the owner of the trademarks and service marks for WORLD,
13 WORLD GYM, and WORLD GYM FITNESS CENTERS as referenced in U.S.
14 registration nos. 1783000, 1856427, 1911887, and 2499267 (collectively, the
15 "WORLD Marks").

16 6. Defendant has consented to the entry of a permanent injunction pursuant to
17 15 U.S.C. § 1051 et seq., section 43(a) of the Lanham Act, 15 U.S.C. §§ 1125(a) and
18 1125(b), to prohibit Defendant from using or infringing upon Plaintiff's trademarks
19 and service marks for the WORLD Marks.

20 **NOW, THEREFORE, it is accordingly ORDERED, ADJUDGED, AND**
21 **DECREED THAT:**

22 7. This Court has subject matter jurisdiction over this action pursuant to 15
23 U.S.C. §§ 1116, 1121, 1125(a), 1125(b) and 28 U.S.C. §§ 1338.

24 8. This Court has personal jurisdiction over Defendant.

25 9. Venue is proper in the Central District of California pursuant to 28 U.S.C.
26 §§ 1391(b)(2).

27 10. The Court finds that Plaintiff is the owner of the trademarks and service
28 marks for WORLD, WORLD GYM, and WORLD GYM FITNESS CENTERS as

1 referenced in U.S. registration nos. 1783000, 1856427, 1911887, and 2499267
2 (collectively, the "WORLD Marks").

3 11. The Court finds that Defendant has consented to the entry of a permanent
4 injunction pursuant to 15 U.S.C. § 1051 et seq., section 43(a) of the Lanham Act, 15
5 U.S.C. §§ 1125(a) and 1125(b), to prohibit Defendant from using or infringing upon
6 Plaintiff's trademarks and service marks for the WORLD Marks.

7 12. Defendant, individually and along with its assignees, transferees,
8 employees, agents, owners and representatives, and all other persons, firms or entities
9 acting in concert or participation with it, is permanently enjoined from using the mark
10 WORLD FITNESS or any derivation thereof utilizing the WORLD Marks in
11 connection with gym and fitness centers in any manner, including but not limited to
12 enjoining them from:

- 13 i. Using, displaying, advertising, or promoting the WORLD
14 FITNESS and/or WORLD Marks in connection with any gym or
15 fitness services;
16 ii. Using, displaying, advertising, or promoting the WORLD
17 FITNESS and/or WORLD Marks in connection with any goods or
18 services related to gym and fitness services, including without
19 limitation gym or fitness clothing, equipment, and/or nutritional
20 supplements; and
21 iii. Assisting any other person or entity from engaging in the conduct
22 described in subparagraphs (i) and (ii) above.

23 13. Defendant shall have thirty (30) days from the entry of this Stipulated
24 Judgment to comply with the provisions of paragraph 12 above.

25 14. The Court shall retain jurisdiction over this action to implement and
26 enforce this stipulated judgment and permanent injunction and all other decrees and
27 orders necessary or appropriate.

28 15. Plaintiff may conduct post-judgment discovery to monitor Defendant's

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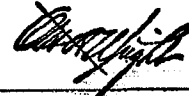
1 compliance with the terms of this Stipulated Judgment. Nothing in this order shall be
2 construed to limit or prevent Plaintiff from conducting discovery of Defendant
3 otherwise permitted under the Federal Rules of Civil Procedure.

4 16. Each Party to this Stipulated Judgment shall bear its own costs and
5 attorneys' fees.

6 17. The Parties hereby consent to the entry of the foregoing Stipulated
7 Judgment, which shall constitute a final judgment and order in this matter.

8 **JUDGMENT IS THEREFORE ENTERED** in favor of Plaintiff and against
9 Defendant pursuant to the terms and conditions recited above.

10 **IT IS SO ORDERED** this 2nd day of May, 2012



The Hon. Otis D. Wright, II
United States District Judge
Central District of California

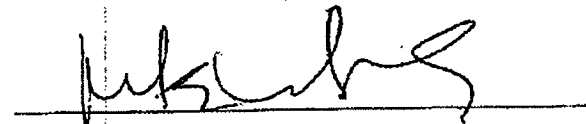
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16 Stipulation approved as to form and content:

17 **WORLD GYM INTERNATIONAL IP, LLC**



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21 By: Gaius Cammilleri
22 Its: Managing Director

23 **WORLD FITNESS, INC.**



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26
27 By Michael White
28 Its: President