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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LIFE ALERT EMERGENCY
RESPONSE, INC. a California
Corporation,

Plaintiff,

v.

CONNECT AMERICA.COM, LLC, a
Delaware limited liability company,
KENNETH GROSS, an individual,
LIFEWATCH, INC., a New York
Corporation, EVAN SIRLIN, an
individual, LIVE AGENT RESPONSE
1, LLC, a Florida limited liability
company, GREG SMALL, an
individual, TRILOGY INVESTMENT,
LLC, a Florida limited liability
company and DOES 1 to 10, inclusive,

Defendants.

Case No. CV13-03455 JAK (SSx)

**ORDER RE PRELIMINARY
INJUNCTION**

1 For the reasons stated in the separate Order Re Plaintiff's Motion for a
2 Preliminary Injunction (Dkt. 200) the Motion for a Preliminary Injunction is granted
3 on the following terms, which are effective upon the entry of this Order, unless or
4 until modified by the Court upon motion or upon the completion of the trial
5 proceedings in this matter:

6 1. LifeWatch and its subsidiaries, officers, directors, employees,
7 successors and related companies, are enjoined from:

8 a. Using the following Life Alert trademarks: I'VE FALLEN AND
9 I CAN'T GET UP!, U.S. Registration No. 3,255,726; LIFE ALERT, U.S.
10 Registration No. 2,552,506; LIFE ALERT YOU ARE NEVER ALONE
11 24/7, U.S. Registration No. 3,212,604; LIFE ALERT MOBILE, U.S.
12 Registration No. 4,053,816; HELP, I'VE FALLEN AND I CAN'T GET UP!;
13 LIFE ALERT EMERGENCY RESPONSE, INC.; LIFE ALERT THE LIFE
14 SAVING NETWORK (collectively, "Life Alert's Trademarks");

15 b. Working, through a contract or other agreement, with any person
16 or entity whom any of them knows, or after a reasonable inquiry should
17 know, is providing telemarketing services for LifeWatch by using any of the
18 Life Alert Trademarks

19 c. Having LifeWatch acquire from a person or entity any customers
20 or customer accounts that LifeWatch, or any of its officers or directors, knows
21 or after a reasonable inquiry should know, were obtained through the use of
22 any of the Life Alert Trademarks either: (i) directly by such person or entity;
23 or (ii) indirectly by such person or entity, *i.e.*, by the actions of third-party
24 telemarketers who have been engaged by such person or entity

25 d. Representing or implying that LifeWatch, or any of its products
26 or services, is in any way sponsored by, affiliated with, or endorsed or
27 licensed by Life Alert;
28

1 e. Manufacturing, transporting, promoting, importing, advertising,
2 publicizing, distributing, offering for sale, or selling any goods or rendering
3 any services using any of the Life Alert Trademarks;

4 f. Knowingly assisting, inducing, aiding, or abetting any other
5 person or business entity in engaging in or performing any of the activities
6 referred to in paragraphs 1(a) to (e) above.

7 2. LifeWatch shall notify those with whom it has entered Purchase
8 Agreements, *e.g.* Dkt. 175 and Dkt. 178, or similar contracts, and with whom it
9 continues to do business, of this Order by providing a copy of it to them, and where
10 consistent with its rights under the terms of such agreements, shall direct such
11 persons to make the same notification to those telemarketers with whom each
12 contracts with respect to the promotion and sale of LifeWatch products and services.

13
14 Dated: May 13, 2014



HON. JOHN A. KRONSTADT
UNITED STATES DISTRICT JUDGE