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NOTE: CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NAUTILUS, INC., a Washington Corporation,

Plaintiff,

vs.

MARK MEDFORD, an individual;  
JOSH MEDFORD, an individual;  
GREG MEDFORD, an individual; and  
DOES ONE through TEN, inclusive,

Defendant.

Case No. SACV10-01339-JST (MLGx)

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANTS MARK  
MEDFORD, JOSH MEDFORD,  
AND GREG MEDFORD**

**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

Plaintiff Nautilus, Inc. (“Plaintiff”), and Defendants Mark Medford, Josh Medford, and Greg Medford (“Defendants”), having settled this action on terms agreeable to all parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Defendants shall pay to Plaintiffs the sum of \$1,000,000.00 in statutory damages under the Lanham Act, 15 U.S.C. § 1117(c), in accordance with the terms of the Settlement Agreement entered into by the parties on August 18, 2011.
2. Defendants, and their agents, servants, attorneys and employees, and all persons in active concert or participation with them, are hereby permanently enjoined

1 from:

2 a. purchasing, importing, distributing, selling, or offering for sale,  
3 counterfeit good bearing trademarks owned by Plaintiff, or assisting, aiding or abetting  
4 any other person or entity in doing so;

5 b. using Plaintiff's trademarks or trademarks confusingly similar  
6 therewith, or any trade dress inherent in Plaintiff's goods or any trade dress confusingly  
7 similar therewith, or assisting, aiding or abetting any other person or entity in doing so;  
8 or

9 c. importing, distributing, selling, or offering for sale, exercise  
10 equipment infringing patents owned by Plaintiff, or assisting, aiding or abetting any  
11 other person or entity in doing so.

12 3. Within thirty (30) days after entry of this Consent Judgment, Defendants  
13 shall deliver up to Plaintiff any and all exercise equipment in their possession, custody,  
14 and/or control that infringes any trademarks, trade dress or patents owned by Plaintiff.

15 4. Within thirty (30) days after entry of this Consent Judgment, Defendants  
16 shall deliver up to counsel for Plaintiff any and all documents in their possession,  
17 custody, and/or control that reflect or relate to the purchase, importation, storage,  
18 shipping, or sale of exercise equipment that infringes any trademarks, trade dress or  
19 patents owned by Plaintiff.

20 5. Within ninety (90) days after entry of this Consent Judgment, Defendants  
21 shall to prepare and deliver to counsel for Nautilus a complete list of entities from  
22 whom Defendants purchased, and to whom they sold, exercise equipment that infringes  
23 any trademarks, trade dress or patents owned by Plaintiff.

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6. The Court shall retain jurisdiction to enforce this Consent Judgment and Permanent Injunction.

7. The parties shall bear their own costs and attorneys' fees.

DATED: August 25, 2011



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Honorable Josephine Staton Tucker  
UNITED STATES DISTRICT JUDGE