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11 Attorneys for Plaintiff

12 SUNDESA, LLC

13 IN THE UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 Sundesa, LLC, a Utah Limited
16 Liability Company,

17 Plaintiff,

18 v.

19 Beachbody, LLC, a Delaware Limited
20 Liability Company,

21 Defendant.

Civil Case No.: 8:13-cv-01087-CJC (RNBx)

**CONSENT JUDGMENT AND
ORDER FOR PERMANENT
INJUNCTION**

Assigned For All Purposes To:
Hon. Cormac J. Carney
Department 9B

Complaint Filed: July 19, 2013
Trial Date: Not Assigned

1 WHEREAS Plaintiff Sundesa, LLC (“Sundesa”) and Defendant Beachbody, LLC
2 (“Beachbody”) have agreed to settlement of the matter in issue between them and to entry
3 of this consent judgment and permanent injunction, it is ORDERED, ADJUDGED, AND
4 DECREED AS FOLLOWS:

5 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

6 Sundesa is a Utah limited liability company having its principal place of business
7 in Pleasant Grove, Utah.

8 Beachbody, LLC is a Delaware limited liability company having its principal place
9 of business in Santa Monica, California.

10 Sundesa owns United States Design Patent No. D510,235.

11 Without any prior knowledge of Sundesa’s ’235 Design Patent, and acting in good
12 faith, Beachbody purchased Shakeology Shaker Cups from a third-party overseas
13 manufacturer and sold them to its customers.

14 Sundesa filed a complaint in United States District Court for the District of Utah,
15 Case No.: 8:13-cv-01087-CJC-RNB, against Beachbody for infringement of Sundesa’s
16 ’235 Design Patent.

17 Unbeknownst to Beachbody, Sundesa alleges that the Shakeology Shaker Cups
18 sold to Beachbody by this third-party overseas manufacturer may actually infringe at
19 least one valid claim of Sundesa’s ’235 Design Patent.

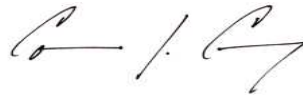
20 **STIPULATION**

21 To resolve the dispute by settlement and agreement, without the necessity of
22 extensive litigation and the expenses and inconveniences incident thereto, Sundesa and
23 Beachbody have agreed to enter into a settlement agreement, wherein Beachbody agrees
24 to cease making, using, selling, offering for sale, or importing into the United States any
25 Shakeology Shaker Cups in their current design. Beachbody further agrees to destroy
26 any remaining Shakeology Shaker Cups in its possession or to dispose of them outside
27 the United States on such terms as is agreed to by the parties, including, for example, by
28 way of a charitable donation.

1 **ORDER**

2 Pursuant to the terms of a confidential settlement agreement, Beachbody, its
3 agents, officers, servants, employees, and attorneys, and all persons in active concert and
4 participation with them who receive actual notice of this Order by personal service or
5 otherwise, are hereby permanently enjoined from making, using, selling, offering for sale,
6 and importing into the United States Shakeology Shaker Cups in their current design.
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9 Dated: August 27, 2013



10 Hon. Cormac J. Carney
11 United States District Court Judge
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