

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 06-CV-02351-JLK

HEALTH GRADES, INC., a Delaware corporation,

Plaintiff,

v.

ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL, a New Jersey nonprofit corporation,
and ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL AT HAMILTON, a New Jersey
nonprofit corporation.

Defendants.

ORDER OF PRELIMINARY AND PERMANENT INJUNCTION

THIS MATTER is before the Court on the Stipulation for Order of Preliminary and Permanent Injunction ("Stipulation") filed by the Plaintiff, Health Grades, Inc. ("Health Grades") and Defendants Robert Wood Johnson University Hospital and Robert Wood Johnson University Hospital Hamilton (the "RWJ Hospitals" or "Defendants"). Based on the Stipulation, and being otherwise duly advised in the premises, the Court hereby finds that the Stipulation provides for a fair, just, and expeditious preliminary and permanent resolution of the claims asserted by the Plaintiff to date against the Defendants.

THEREFORE, IT IS ORDERED:

1. The Court has jurisdiction over Defendants and the subject matter of this action.

(00719462 / 3)



2. Defendants, and those persons in active concert or participation with them who receive actual notice of this injunctive order through personal service or otherwise, are hereby permanently restrained and enjoined from actively engaging in any of the following acts:

a. infringing or otherwise using any trademark or copyrighted materials of Health Grades in any manner, including, but not limited to, comparative or other advertising, press releases, website(s), marketing materials, or publishing any document or information to any third party, which contains, uses or refers to any trademark and/or copyrighted material of Health Grades, without Health Grades' written consent and authorization. As used herein, the Health Grades copyrighted materials include, but are not limited to, all ratings information made and published by Health Grades, as more particularly set forth in the Limited License agreements marked as Exhibits A and B to the Complaint and Jury Demand filed in this action. This provision does not prohibit the RWJ Hospitals from discussing or referring to Health Grades internally.

b. using the terms Health Grades or Health Grades, Inc. in any website; in any advertising; or in any other publication, including any press release, "news" story or other article that is written by the RWJ Hospitals or either of them for dissemination outside of the RWJ Hospitals or which is disseminated outside the RWJ Hospitals.

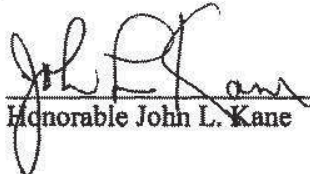
3. For the purposes of Paragraph Nos. 2(a) and 2(b), a publication falls within the scope of this Order when: (1) the publication was sanctioned or approved by either RWJ Hospital; (2) the content of the publication was approved by a managerial employee of either

Hospital who was employed by the Hospital at the time such approval was given; or (3) the publication was made or approved by an employee of either RWJ Hospital who was acting within the scope of his or her employment or responsibilities at the time the publication was made or approved.

4 Should either or both Defendants be found to have violated the preceding paragraph in any manner after the date of this Order, the responsible Defendant shall pay to Health Grades liquidated damages in the amount of \$150,000 for each instance in which this Order was violated by that Defendant. Health Grades also shall be entitled to recover from the responsible Defendant the attorney's fees, expert witness fees and costs it incurred in recovering such liquidated damages, if any.

5 This Order is a permanent Order of the Court that may be enforced through the Federal Rules of Civil Procedure, including but not limited to contempt proceedings.

Dated this 6 day of November, 2009.


Honorable John L. Kane