

ORIGINAL

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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES

19 WORLDWIDE WATER, INC. and
20 WORLDWIDE WATER, LLC,

21 Plaintiffs

22 v.

23 JEFF HENDERSON; PATRICK
24 CANNON; EDDIE CHIEN; GLOBAL
25 WATER LIMITED, a Hong Kong
26 corporation; and DOES 1 through 100,
27 inclusive,

28 Defendants.

29 JEFF HENDERSON; PATRICK
30 CANNON and EDDIE CHIEN

31 Cross Complainants

32 v.

33 FRANK LONGO, LONGO & LONGO,
34 CLAYTON COLBERT, MICHAEL
35 KLEIN LARRY LONGO &
36 ROES 1-100

37 Cross Defendants

FILED
LOS ANGELES SUPERIOR COURT

OCT 28 2005

JOHN A. CLARKE, CLERK
JAC
BY INGRID FLORES, DEPUTY

CASE NO. SC 073 461

PERMANENT INJUNCTION

Date:

Time:

Place: Dept. W "L"

1 The Parties hereto have entered into an agreement for the settlement of this entire
2 lawsuit. A copy of said Settlement Agreement is attached hereto and incorporated herein.
3 Said Settlement Agreement contemplates an agreed Permanent Injunction in favor of
4 Plaintiffs and against Defendants as those terms are defined in said Settlement Agreement.
5 Global Water Inc., a Hong Kong Corporation, has validly agreed to submit to the
6 jurisdiction of this Court as a defendant for the purpose of being bound by this settlement
7 agreement and permanent injunction.

8 After considering all of the files and pleadings in this case, the fully executed
9 Settlement Agreement filed concurrently herewith, and being incorporated herein, after
10 discussing the Settlement Agreement and this Permanent Injunction with counsel for all
11 Parties, and for good cause shown:

12 **IT IS HEREBY ORDERED** that Defendants, their agents, employees,
13 representatives, attorneys, anyone acting by or through them, and any other person acting
14 in concert with them, are restrained and enjoined from:

- 15 (1) Transferring any interest by sale, pledge, or grant of security interest, or
16 otherwise disposing of or encumbering the Water Generating Machine, patents thereon,
17 concepts included therein, prototypes thereof, mechanical drawings, plans and
18 specifications thereof, which are the subject of this action;

19 For the purpose of this injunction the term "Water Generating Machine" has the
20 same meaning that it has had throughout this litigation, i.e., a machine which creates water
21 from humidity in the atmosphere and purifies this water through a valid and enforceable
22 patent owned by Plaintiffs as those terms are defined in the settlement agreement. The
23 Water Generating Machines which are the subject of this injunction are limited to those
24 manufactured for personal or business use and designed for use by individuals, and
25 generally create and purify water in the amount of less than to approximately 25 gallons
26 within a 24 hour period depending on humidity.
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(2) Causing, owning or participating in the manufacture, production, marketing, distribution or sale, or licensing any interest in the patent to, the Water Generating Machine, prototypes thereof, mechanical drawings, plans and specifications thereof or any interest therein, without the prior written consent of Plaintiffs;

(6) Entering into any agreement or understanding for the manufacture, production, marketing, distribution, sale of, or licensing the patent to, the Water Generating Machine, or any interest therein, without the prior written consent of Plaintiffs;

(7) Negotiating any agreement or understanding for the manufacture, production, marketing, distribution, or sale of, or license of the patent to, the Water Generating Machine, or any interest therein, without the prior written consent of Plaintiffs.

(8) Involving themselves in any further dealings with a competing patent designer named Daniel Engel or attempting in any way shape or form in aiding or assisting Mr. Engel, in any way shape or form from marketing, selling or distributing any patent created or designed in whole or part by him.

Dated: October 21 2005

OCT 28 2005



JUDGE OF THE SUPERIOR COURT

Valerie Baker