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Attorneys for Plaintiffs
Cartier, division of Richemont North America, Inc.
and Cartier International, N.V.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

CARTIER, a division of RICHEMONT NORTH AMERICA, 1NC.; and CARTIER INTERNATIONAL, N.V.,

Plaintiffs,

V.

GEORGETOWN FINE JEWELRY & ART and JOHN DOES 1-10

Defendants.

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Civil Action

No. 06-CV-1548 (SHS)

FINAL JUDGMENT ON CONSENT

Plaintiffs Cartier, a division of Richemont North America, Inc., and Cartier International, N.V. (collectively "Plaintiffs") having filed an Amended Complaint against M&M Jewelry, LLC named therein and doing business as Georgetown Jewelry & Fine Art ("Defendant") charging Defendant with trademark infringement, false designation of source origin, unfair competition, and dilution through the sale of altered Cartier brand watches; and the parties desiring to settle the controversy between them without any admission of liability and having entered into a Settlement Agreement for that purpose; and for good cause shown; it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto that:

1. This Court has jurisdiction over the parties and over the subject matter hereof pursuant to 28 U.S.C. §§ 1331 and 1338.

2. Definitions.

- "Cartier Trademark" shall mean the word mark CARTIER. A.
- "Cartier Registration" shall mean U.S. Trademark Registration No. B. 759,201 of October 29, 1963, for the word mark CARTIER for watches and clocks.
- 3. Plaintiff Cartier International, N.V. is the owner of the Cartier Trademark and the Cartier Registration. The Cartier Registration is valid and subsisting, is in full force and effect and has become incontestable and the trademark thereof and the goodwill of Plaintiff Cartier International, N.V. in connection with which this trademark is used are valid and have never been abandoned.

4. Permanent Injunction

(a) Subject to the provisions set forth in subparagraphs (b) and (c) hereof, Defendant its officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with them who receive actual notice of this Final Judgment or the Permanent Injunction contained herein by personal service or otherwise are enjoined from altering, modifying, or causing to be altered or modified any "Cartier" watches, or selling, offering for sale, advertising, or distributing any "Cartier" watches that have in any way been altered or modified by any person or entity not authorized to do so by plaintiffs Cartier International, N.V. or Cartier, division of Richemont North America, Inc., including any such watches that have been modified by the setting of diamonds thereon by any person or entity not authorized by Plaintiffs.

- (b) Engravings and other minor modifications that do not deceive the general public as to the origin of the watch's craftsmanship shall not constitute "altered or modified" for the purpose of this permanent injunction.
- Nothing in the foregoing injunction shall prevent Defendants from (c) providing aftermarket services including modifications and alterations to any customer who already owns a Cartier watch and who without solicitation requests service thereof where such service terminates in return of the watch to the same customer upon completion of such service.
- 5. Judgment in the amount of \$26,000.00 is entered against Defendant. Defendant's obligation to make such payments, and the schedule of payments and other terms and conditions of payment and collection set forth in the Settlement Agreement are incorporated herein. No other award for damages, profits, costs, disbursements, interest or attorney's fees is made herein, and, other than this award, all parties are to bear their own costs and attorney's fees.
- 6. The exclusive jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment on Consent, the enforcement thereof and the punishment of any violations thereof, and the enforcement of any provisions of the Settlement Agreement entered into between the parties. Any motion or proceedings under this Paragraph 6 shall be venued in the United States District Court for the Southern District of New York, and the parties consent to this Court's venue and personal jurisdiction for any such motion or proceeding under this Paragraph 6.
- 7. This Judgment shall be deemed to have been served upon Defendant at the time of its execution by the Court.

Dated: March | 5 , 2007

Hon Sidney IY Stein, United States District Judge

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CONSENT AND STIPULATION

The undersigned hereby consent and stipulate to the entry of a Final Judgment on Consent as to Defendant in the form annexed hereto or in such other form as the Court may approve which is identical in substance.

> CARTIER INTERNATIONAL, N.V. CARTIER DIVISION OF RICHEMONT NORTH AMERICA, INC. By their agents, KALOW & SPRINGUT, LLP

Dated: March _____, 2007

M&M JEWELRY, LLC d/b/a GEORGETOWN FINE JEWELRY & ART

Dated: March 01, 2007

By: Moste Mari Name: Moste moght Title: president

Approved as to form:

KALOW & SPRINGUT LLP Attorneys for Plaintiffs Cartier, division of Richemont North America, Inc. and Cartier International, N.V.

488 Madison Avenue New York, New York 10022 (212) 813-1600

Dated: March _____, 2007

COX PADMORE SKOLNIK & SHAKARCHY, LLP Attorneys for Defendant M&M Jewelry, LLC d/b/a Georgetown Fine Jewelry & Art

630 Third Avenue New York, New York 10017 (212) 953-6633

Dated: March <u>\$\frac{1}{2}\$</u>, 2007