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Attorneys for Plaintiffs

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DATE FILED: [OCT 1 0 2005]

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

VAN CLEEF & ARPELS LOGISTICS, S.A, : Civil Action

Plaintiff, : No. 05 CV 6309 (GBD)

v.

SABO JEWLERY, LLC; : ECF CASE

ADNAN AYDIN and NADIR AYDIN, : ECF CASE

Defendants. :

FINAL JUDGMENT ON CONSENT RELATIVE TO DEFENDANTS SABO JEWELRY, LLC, ADNAN AYDIN AND NADIR AYDIN

Plaintiffs Van Cleef and Arpels Logistics, S.A. (collectively "Plaintiffs") having filed an Amended Complaint against, *inter alia*, Defendants Sabo Jewelry, LLC, Adnan Aydin and Nadir Aydin ("Defendants"), charging Defendants with copyright infringement; 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 such Settlement Agreement providing for, *inter alia*, the entry of a Final Judgment Upon Consent; 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.

A. The "DUAL BUTTERFLY DESIGN" shall mean the design depicted as follows for a ring:



- 3. Plaintiff Van Clecf and Arpels Logistics, S.A. is the owner of the DUAL BUTTERFLY DESIGN. Such copyright is valid and subsisting and in full force under the Copyright Act and the Berne Convention.
- 4. Defendants are permanently enjoined and restrained, directly or indirectly from copying, producing, distributing copies of, or otherwise infringing the DUAL BUTTERFLY DESIGN.
- 5. The Settlement Agreement contains a provision for a monetary award, which obligation is incorporated herein. No other award for damages, profits, costs, disbursements or attorney's fees is made herein and all parties are otherwise 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, 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 Final Judgment On Consent shall be binding on the parties, and their successors and assigns. This Final Judgment On Consent shall be freely assignable to the fullest extent permitted by law.
- 8. This Final Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

Dated: October ____02006

Hon. George B. Daniels, U.S.D., GEORGE B. DANIELS

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto or in such other form as the Court may approve.

VAN CLEEF & ARPELS LOGISTICS, S.A.

Dated: September <u>al</u> , 2006	By: Swalker Name: Theresa Walker Title: Authorised Signatory
	SABO JEWLERY, LLC
Dated: September, 2006	By:
	Title: ADNAN AYDIN
Dated: September, 2006	
	NADIR AYDIN
Dated: September, 2006	

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto or in such other form as the Court may approve.

VAN CLEEF & ARPELS LOGISTICS, S.A By their agents KALOW & SPRINGUT LLP

Dated: July, 2006	By:
•	Milton Springut
	SABO JEWLERY, LLC
Dated: 5 , 2006	By: Adm Aldn
DAVID KAPLAN ny Public, State of New York / No/01 KA4832954 tilified in/Rockland County- ssign/Expires/Dec. 31, 2009	Name: Title:
Mayh	ADNAN AYDIN
Dated: <u>\$\frac{1}{2}\$, 2006</u>	Adm Ard
Dated: 5, 2006 Sept. DAVID KAPLAN y Public, State of New York No. 01 KA4832954 lifed in Rooddand County. selon Empires Dec. 31, 2009	NADIR AYDIN
Dated: 5, 2006	Wide All.
Sept	
DAVID KAPLAN ry Public, State of New York No. 01KA4882954	
ry Public, State of New York No. 01KA4832954 alified in Rockland County lission Expires Dec. 31, 2009	
1/1/Y/k	

Approved as to form:

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\text{Dated:} \quad \text{July}, 2006
\end{array}$

Sept. 28

Dated: July , 2006

KALOW & SPRINGUT LLP

Attorneys for Plaintiffs Counsel for Plaintiffs' Van Cleef & Arpel, et al. 488 Madison Avenue New York, New York 10022 (212) 813-1600

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