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15 Attorneys for Plaintiff and Counterclaim  
 16 Defendant PANDORA JEWELRY, LLC

18 UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF CALIFORNIA  
 19 SACRAMENTO OFFICE

20 PANDORA JEWELRY, LLC, a Maryland  
 21 limited liability company,  
 22 Plaintiff,  
 23 v.  
 24 BELLO PARADISO, LLC, a California  
 limited liability company, and DOES 1-50  
 25 Defendants.  
 26  
 27

Case No. 2:08-cv-03108-LKK-DAD

**FINAL JUDGMENT ON CONSENT**

**Hon. Lawrence K. Karlton**

28

1           The parties to this action having agreed upon a basis for resolving and settling the issues  
2 before this Court, it is hereby:

3           **ORDERED, ADJUDGED AND DECREED:**

4           1.       This Court has jurisdiction over the subject matter of this action and over the  
5 parties hereto who have consented to entry of this judgment ("Consent Judgment").  
6

7           2.       Plaintiff, Pandora Jewelry, LLC ("Pandora"), is the owner of the names and  
8 trademarks PANDORA and PANDORA JEWELRY as well as United States Trademark  
9 Registration Numbers 3,065,374; 3,613,181; and 3,640,357 ("PANDORA Marks") on the  
10 Principal Register of the United States Patent and Trademark Office.

11          3.       Pandora is the owner of certain copyrights under 17 U.S.C. §101 *et. seq.*,  
12 including those copyrights covered by United States Copyright Registration Numbers  
13 VA1277239, VA1256757, VA1309509, VAu666696, VAu635370, VAu671813, VAu721105,  
14 VAu731716, VAu703104, VA1366322, VA1208549, VA1218723, VAu955044 and  
15 VAu955485 for PANDORA jewelry design and photographic works ("PANDORA  
16 Copyrights").  
17

18          4.       Pandora has alleged that Bello Paradiso, LLC ("Bello Paradiso") has infringed the  
19 PANDORA Marks and PANDORA Copyrights and that Defendant has unfairly competed with  
20 Pandora by using the PANDORA Marks in the marketing, advertising, distributing, offering for  
21 sale and sale of jewelry products.  
22

23          5.       This Court has dismissed with prejudice Bello Paradiso's Counterclaims for  
24 violations of the Sherman Act under 15 U.S.C. §§ 1, 2 and California law and has awarded  
25 Pandora its attorneys' fees and costs under California's Anti-Slapp Statute, C.C.P. § 425.16  
26 [DKT Nos. 46 and 52].  
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28

1           6.       The parties have agreed upon settlement of this matter, including upon this  
2 Consent Decree.

3           7.       Bello Paradiso and its two principals and officers, Matt Davies and Molly  
4 Thompson, both individuals residing in Stockton, California, hereby consent to the entry of a  
5 Final Judgment as set forth in the said Order pursuant to Fed. R. Civ. P. 54(b). Bello Paradiso,  
6 Matt Davies and Molly Thompson further waive any right to appeal to the entry of this FINAL  
7 JUDGMENT on consent.  
8

9           8.       Bello Paradiso, Matt Davies and Molly Thompson hereby expressly acknowledge  
10 that the PANDORA Marks and PANDORA Copyrights are valid and enforceable. Nothing  
11 herein shall be construed as an admission of wrongdoing by Bello Paradiso, Matt Davies and  
12 Molly Thompson.  
13

14           9.       Bello Paradiso, Matt Davies and Molly Thompson hereby covenant not to  
15 challenge, or assist any others directly or indirectly, to oppose, interfere, challenge, contest or  
16 take any other action against, on any basis, the validity or enforceability of the PANDORA  
17 Marks and PANDORA Copyrights.

18           10.      As provided in 15 U.S.C. §1114 and 17 U.S.C. § 502, from the day of entry of this  
19 Final Judgment on Consent, Bello Paradiso, Molly Thompson, Matt Davies, any holding  
20 company, parent, subsidiary, affiliate, division, any other officer, director, shareholder,  
21 employee, manager, or supervisor of and any person acting in concert or participation with any  
22 of them, are hereby PERMANENTLY ENJOINED and RESTRAINED from:  
23

24                   (a)     any and all use of the PANDORA Marks and any and all names and marks  
25 confusingly similar thereto;

26                   (b)     any and all use of the PANDORA Copyrights;  
27  
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1 (c) marketing, advertising, distributing, offering for sale and selling any  
2 products under the PANDORA Marks; and

3 (d) registering any domain name(s) which reference or contain the  
4 PANDORA Marks or any confusingly similar variation thereof or to purchase key words  
5 or display the PANDORA Marks or any confusingly similar variation thereof in  
6 Sponsored Ads through any Internet Search Engine, including but not limited to Google,  
7 Yahoo! and MSN/Bing.

8  
9 11. Bello Paradiso hereby undertakes and represents that all advertising, marketing  
10 and promotional materials which reference and/or display the PANDORA Marks and/or  
11 PANDORA Copyrights have been removed from all websites and retail locations owned and/or  
12 operated by Bello Paradiso, Molly Thompson and/or Matt Davies and/or any holding company,  
13 parent, subsidiary, affiliate, division, any other officer, director, shareholder, employee, manager,  
14 or supervisor of and any person acting in concert or participation with any of them.

15  
16 12. Bello Paradiso further undertakes and represents that all advertising, marketing  
17 and promotional materials which reference and/or display the PANDORA Marks and/or  
18 PANDORA Copyrights have been destroyed and all images of the PANDORA Marks and/or  
19 PANDORA Copyrights have been removed from all web sites and retail locations owned or  
20 operated by Bello Paradiso, Matt Davies and/or Molly Thompson and/or any holding company,  
21 parent, subsidiary, affiliate, division, any other officer, director, shareholder, employee, manager,  
22 or supervisor of and any person acting in concert or participation with any of them.

23  
24 13. Bello Paradiso, Matt Davies and Molly Thompson hereby undertake and represent  
25 that all domain names currently registered to Bello Paradiso and/or Matt Davies and/or Molly  
26 Thompson which include the PANDORA Marks or any names and marks confusingly similar  
27  
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1 thereto will be transferred to Pandora at no cost to Bello Paradiso, Matt Davies or Molly  
2 Thompson within ten (10) business days of the entry of this Consent Decree.


3 14. Bello Paradiso, Matt Davies and Molly Thompson, along with all successors and  
4 assigns of Bello Paradiso, hereby shall be subject to the jurisdiction of this Court. In the event of  
5 a breach or default of any term of this Consent Decree, this Court shall maintain jurisdiction over  
6 this action to decide any issues relating to such breach or default. If a violation is found to have  
7 occurred at any time, in addition to any fines, damages, and injunctive relief awarded by a Court,  
8 Pandora shall be entitled to an award of all costs and expenses, including attorneys' fees, arising  
9 out of the default or breach and paid or incurred by Pandora in enforcing and/or obtaining the  
10 full performance of this Consent Judgment.  
11

12 15. This Final Judgment on Consent, entered pursuant to Fed. R. Civ. P. 54, is in full  
13 settlement of all claims and defenses by and between the parties hereto with respect to each and  
14 every claim in Plaintiff's Complaint and counterclaims which were raised or could have been  
15 raised and shall constitute a final adjudication on the merits as to all damages claimed by  
16 Pandora and all defenses relating to the subject matter in the Complaint that were raised or could  
17 have been raised by Bello Paradiso. However, nothing in this Final Judgment on Consent waives  
18 Pandora's rights under federal law, state law, and common law, including but not limited to inter  
19 alia, preliminary injunctions, monetary sanctions and costs, and damages as provided under  
20 Titles 15 and 17 of the U.S. Code, should an action or motion be warranted by Bello Paradiso,  
21 Matt Davies and/or Molly Thompson's future conduct with respect to any acts prohibited by the  
22 terms of this Final Judgment on Consent.  
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25 16. Bello Paradiso, Matt Davies, Molly Thompson and Pandora each represents that,  
26 before the execution of this Consent Judgment, it had the benefit of legal counsel of its selection,  
27 and that it executed this Consent Judgment only after consulting with such legal counsel.  
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1           17.     Bello Paradiso, Matt Davies, Molly Thompson and Pandora expressly agree that  
2 this Consent Judgment shall not be construed against any party on the ground that such party was  
3 responsible for the preparation of this Consent Judgment, or on any related ground. The  
4 language of this Consent Judgment shall be construed as a whole and according to its fair  
5 meaning. All terms contained herein shall be construed as singular, plural, masculine, feminine,  
6 or neuter, as context requires. “And,” “or,” and “and/or” shall be construed in the manner most  
7 restrictive on Bello Paradiso, Matt Davies and Molly Thompson.  
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9  
10 Dated: Sacramento, California  
11         June 10, 2010

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14         LAWRENCE K. KARLTON  
15         SENIOR JUDGE  
16         UNITED STATES DISTRICT COURT  
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1 The parties and their respective attorneys hereby consent to the entry of the foregoing  
2 judgment.

3  
4 FOR THE PLAINTIFF:

5 Dated: Columbia, Maryland  
6 June 1, 2010

7 By: \_\_\_\_\_  
8 John White for  
9 Pandora Jewelry, LLC

10 Dated: New York, New York  
11 June 1, 2010

12 By: \_\_\_\_\_  
13 LATHROP & GAGE LLP  
14 William R. Hansen (WH-9446)  
15 230 Park Avenue, Suite 1847  
16 New York, New York 10168  
17 (212) 850-6220  
18 Attorneys for Plaintiff  
19 Pandora Jewelry, LLC

20  
21 FOR THE DEFENDANT:

22 Dated: San Francisco, California  
23 June 2, 2010

24 By: \_\_\_\_\_  
25 Bello Paradiso, LLC

26  
27 FOR MATT DAVIES INDIVIDUALLY:

28 Dated: San Francisco, California  
June 2, 2010

By: \_\_\_\_\_  
Matt Davies

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FOR MOLLY THOMPSON INDIVIDUALLY:

Dated: San Francisco, California  
June 2, 2010

By: \_\_\_\_\_/s/\_\_\_\_\_  
Molly Thompson

Dated: Los Angeles, California  
June 3, 2010

By: \_\_\_\_\_/s/\_\_\_\_\_  
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Attorneys for Defendant Bello Paradiso,  
Matt Davies and Molly Thompson