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13 UNITED STATES DISTRICT COURT
14 DISTRICT OF NEVADA
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16 TRAMOS INTERNATIONAL N.V., a
17 Belgium corporation,

18 Plaintiff,

19 v.

20 CHRISTINE A. MAY, R. PARKIN MAY;
21 JAMES R. ESPOSITO, BERGDAHL
22 ASSOCIATES, INC., a Nevada
23 corporation, AND RPM TECHNOLOGY
24 LLC, a Nevada limited-liability company,

25 Defendants.
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Case No. 3:15-cv-00620-LRH-VPC

**JOINT STIPULATION RE DISMISSAL OF
PLAINTIFF'S CLAIMS FOR RELIEF
WITH PREJUDICE, AND FOR ENTRY OF
[PROPOSED] CONSENT DECREE AND
PERMANENT INJUNCTION**

1 WHEREAS Plaintiff Tramos International N.V. (“Tramos”) having filed a Complaint, and
2 an amended Complaint (hereafter, “Complaint”), in this action alleging Defendants Christine A.
3 May, R. Parkin May, James Esposito, Bergdahl Associates, Inc., and RPM Technology LLC
4 (“Defendants”) with, *inter alia*, copyright and trademark infringement, and such allegations
5 having been wholly denied by the Defendants, and the Parties having entered into a confidential
6 Settlement and Release Agreement;

7 The parties, by and through their counsel of record, stipulate and agree as follows:

8 1. That a [Proposed] Consent Decree and Permanent Injunction, in the form attached
9 hereto as Exhibit 1, shall be and hereby is, entered and made enforceable, upon the terms set forth
10 in that document.

11 2. That, subsequent to and conditioned upon entry of the Consent Decree and
12 Permanent Injunction as an order of this Court, all claims for relief stated in the Complaint, as
13 amended, and each of them shall be dismissed with prejudice, each party to bear their own costs
14 and attorneys’ fees.

15 3. The Consent Decree shall remain binding and enforceable notwithstanding the
16 dismissal of this action with prejudice.

17 4. This Stipulation shall be binding on and inure to the benefit of the Parties to it,
18 their successors, heirs, and assigns.

19 **IT IS SO STIPULATED.**

20
21 DATED: July 17, 2017

CROWELL & MORING LLP

22
23 By: /s/ Mark T. Jansen
Mark T. Jansen

24 Attorneys for Plaintiff
25 TRAMOS INTERNATIONAL N.V.
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1 DATED: July 17, 2017

GUNDERSON LAW FIRM

2
3 By: /s/ Catherine A. Reichenberg
Catherine A. Reichenberg
4 Mark H. Gunderson

5 Attorneys for Defendants
6 CHRISTINE A. MAY, R. PARKIN MAY,
7 JAMES R. ESPOSITO, BERGDAHL
8 ASSOCIATES, INC., AND
9 RPM TECHNOLOGY LLC,

10 **IT IS SO ORDERED.**

11 DATED this 18th day of July, 2017.


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13 LARRY R. HICKS
14 UNITED STATES DISTRICT JUDGE
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EXHIBIT 1

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10 Attorneys for Plaintiff
11 TRAMOS INTERNATIONAL N.V.

12
13 UNITED STATES DISTRICT COURT
14 DISTRICT OF NEVADA
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16 TRAMOS INTERNATIONAL N.V., a
Belgium corporation,

17 Plaintiff,
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19 v.

20 CHRISTINE A. MAY, R. PARKIN MAY;
JAMES R. ESPOSITO, BERGDAHL
ASSOCIATES, INC., a Nevada
21 corporation, AND RPM TECHNOLOGY
LLC, a Nevada limited-liability company,

22 Defendants.
23

Case No. 3:15-cv-00620-LRH-VPC

**[PROPOSED] CONSENT DECREE AND
PERMANENT INJUNCTION**

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1 The Court, having read and considered the Joint Stipulation Re Dismissal and Entry of
2 Consent Decree and Permanent Injunction that has been executed by Plaintiff Tramos
3 International N.V. (“Tramos”) and Defendants Christine A. May, R. Parkin May, James Esposito,
4 Bergdahl Associates, Inc., and RPM Technology LLC (“Defendants”), in this action, and good
5 cause appearing therefore, hereby:

6 ORDERS that based on the Parties’ stipulation and only as to Defendants, their
7 successors, heirs, and assigns, this Injunction shall be and is hereby entered in the within action as
8 follows:

9 1. This Court has jurisdiction over the Parties to this action and over the subject
10 matter hereof pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. Service of process
11 was properly made against Defendants.

12 2. Tramos is the owner of all rights in and to United States Trademark Registration
13 No. 3,927,849 (the “Tramos Trademark”).

14 3. Tramos owns or controls the copyright on photos depicting its products, which are
15 attached hereto as Exhibit A and incorporated herein by this reference (the “Tramos Copyrighted
16 Works”). (The Tramos Trademark and the Tramos Copyrighted Works are collectively referred
17 to herein as “Tramos’ Properties.”)

18 4. Tramos has alleged that Defendants have made unauthorized uses of Tramos’
19 Properties.

20 5. Defendants and their agents, servants, employees, representatives, successor and
21 assigns, and all persons, firms, corporations or other entities in active concert or participation with
22 any of them who receive actual notice of this Injunction are hereby restrained and permanently
23 enjoined from infringing in any manner Tramos’ Properties and photographs, images, or text
24 which Defendants know was created by Tramos, and which is subject to the same trademark
25 and/or copyright protections as the Tramos Properties, including, but not limited to, the
26 following:

- 27 a) Copying, reproducing, downloading, distributing, uploading, linking to, or
28 transmitting, or using trademarks, trade names or logos in connection with

1 unauthorized use of any of Tramos' Properties;

2 b) Copying, reproducing, downloading, distributing, uploading, linking to, or
3 transmitting any of Tramos' Properties; or

4 c) Profiting from the unauthorized copying, reproduction, downloading,
5 distribution, uploading, linking to, or transmission of any of Tramos'
6 Properties.

7 6. Each side shall bear its own attorneys' fees and costs of suit.

8 7. All claims alleged in the First Amended Complaint as to Defendants are denied
9 and now dismissed with prejudice. This Injunction shall remain binding and enforceable
10 notwithstanding the dismissal of all claims pursuant to this order.

11 8. This Injunction shall be deemed to have been served upon Defendant at the time of
12 its execution by the Court.

13 9. The Court finds there is no just reason for delay in entering this Injunction and,
14 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry
15 of this Injunction against Defendants.

16 10. Should Tramos bring, and prevail in, a contempt action to enforce the terms of this
17 Consent Decree, Defendants shall, in addition to other remedies, pay all attorneys' fees and costs
18 incurred by Tramos in bringing such an action. Should Tramos not prevail, it shall pay all of the
19 Defendants attorneys' fees and costs in defending such action.

20 **IT IS SO ORDERED.**

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22 DATED: _____, 2017

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24 _____
UNITED STATES DISTRICT JUDGE

EXHIBIT A

