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JUDGE CHIN'S CHAMBERS

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Gucci America, Inc.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

GUCCI AMERICA, INC., a New York
corporation,

Case No. 08-CV-4451 (DC)

The Author's Guild et al v. Google, Inc.

Plaintiff,

STIPULATION FOR ENTRY OF
CONSENT FINAL JUDGMENT
AND PERMANENT INJUNCTION

Doc. 79

v.

NANCY OLICKER, individually, d/b/a
SAMPLE SALE PRODUCTIONS d/b/a
SAMPLESALEPRODUCTIONS.COM;
SAMPLE SALE PRODUCTIONS, LLC, a
New York limited liability company, d/b/a/
SAMPLE SALE PRODUCTIONS d/b/a/
SAMPLESALEPRODUCTIONS.COM; and
DOES 1-10,

Defendants.

The parties, Gucci America, Inc., Nancy Olicker, an individual, d/b/a Sample Sale
Productions d/b/a Samplesaleproductions.com, Sample Sale Productions, LLC, a New York
limited liability company, d/b/a/ Sample Sale Productions d/b/a/ Samplesaleproductions.com,

Nusraty Corp., a New York corporation and Nargis Nusraty, an individual, by and through their undersigned counsel, hereby stipulate to the entry of the Stipulated Consent Final Judgment and Permanent Injunction attached hereto as Exhibit "A."

Dated this 2nd day of April, 2009.

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Attorneys for Plaintiff
Gucci America, Inc.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

GUCCI AMERICA, INC., a New York
corporation,

Plaintiff,

v.

NANCY OLICKER, individually, d/b/a
SAMPLE SALE PRODUCTIONS d/b/a
SAMPLESALEPRODUCTIONS.COM;
SAMPLE SALE PRODUCTIONS, LLC, a
New York limited liability company, d/b/a/
SAMPLE SALE PRODUCTIONS d/b/a/
SAMPLESALEPRODUCTIONS.COM; and
DOES 1-10,

Defendants.

Case No. 08-CV-4451 (DC)

**STIPULATION FOR ENTRY OF
CONSENT FINAL JUDGMENT
AND PERMANENT INJUNCTION**

The parties, Gucci America, Inc., Nancy Olicker, an individual, d/b/a Sample Sale Productions d/b/a Samplesaleproductions.com, Sample Sale Productions, LLC, a New York limited liability company, d/b/a/ Sample Sale Productions d/b/a/ Samplesaleproductions.com,

Nusraty Corp., a New York corporation and Nargis Nusraty, an individual, by and through their undersigned counsel, hereby stipulate to the entry of the Stipulated Consent Final Judgment and Permanent Injunction attached hereto as Exhibit "A."

Dated this 2nd day of APRIL, 2009.

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By: _____
Rocco Barrese

SO ORDERED:

4/10/09

EXHIBIT A

STIPULATED CONSTENT FINAL JUDGMENT AND
PERMANENT INJUNCTION

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

GUCCI AMERICA, INC., a New York
corporation,

Plaintiff,

v.

NANCY OLICKER, individually, d/b/a
SAMPLE SALE PRODUCTIONS d/b/a
SAMPLESALEPRODUCTIONS.COM;
SAMPLE SALE PRODUCTIONS, LLC, a
New York limited liability company, d/b/a/
SAMPLE SALE PRODUCTIONS d/b/a/
SAMPLESALEPRODUCTIONS.COM; and
DOES 1-10,

Defendants.

Case No. 08-CV-4451 (DC)

**STIPULATED CONSENT FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

Plaintiff, Gucci America, Inc. ("Gucci") and Nancy Olicker, an individual, d/b/a Sample Sale Productions d/b/a Samplesaleproductions.com, Sample Sale Productions, LLC, a New York limited liability company, d/b/a/ Sample Sale Productions d/b/a/ Samplesaleproductions.com (collectively the "Sample Sale Defendants"), Nusraty Corp., a New York corporation and Nargis Nusraty, an individual (collectively the "Nusraty Defendants"), stipulate and consent to the following:

WHEREAS, the Sample Sale Defendants and the Nusraty Defendants adopted and began using trademarks in the United States which allegedly infringe Gucci's various registered trademarks: SQUARE G MONOGRAM, NON-INTERLOCKING GG MONOGRAM DESIGN, GUCCI, GUCCI (SYTLIZED), FACING GG MONOGRAM, REPEATING GG DESIGN, ROUNDED G MONOGRAM, ELONGATED INTERLOCKING GG MONOGRAM, NON-

INTERLOCKING GG MONOGRAM DESIGN, ROUNDED INTERLOCKING GG MONOGRAM, BAMBOO HORSEBIT DESIGN, HALF HORSEBIT DESIGN, TWO TONE HORSEBIT DESIGN, REPEATING HORSEBIT DESIGN, GREEN RED GREEN STRIPE DESIGN (collectively the “Gucci Marks”) as identified in Paragraph 13 of Gucci’s First Amended Complaint;

WHEREAS, the Sample Sale Defendants’ and the Nusraty Defendants’ alleged use of names and marks which allegedly incorporate one or more of the Gucci Marks is likely to cause confusion as to source or origin;

WHEREAS, without the admission of any liability, the parties desire to settle and have amicably resolved their dispute to each of their satisfaction;

WHEREAS, the Gucci Group, N.V. is the owner of all the trademarks owned by its related companies, Sergio Rossi, Stella McCartney, Boucheron, Yves Saint Laurent, Bottega Veneta, Alexander McQueen, and Balenciaga, as identified in Schedule “A” attached to the parties’ Confidential Settlement Agreement (the “Gucci Group Marks”); and

WHEREAS, based upon Gucci’s good faith prior use of the Gucci Marks, Gucci has superior and exclusive rights in and to the Gucci Marks in the United States and any confusingly similar names or marks.

IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

1. The Sample Sale Defendants, the Nusraty Defendants, and their respective officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from:

- A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell authentic and/or counterfeit and infringing goods; bearing the Gucci Marks or any marks owned by any of Gucci Group, N.V.’s related companies, including, but

not limited to Sergio Rossi, Stella McCartney, Boucheron, Yves Saint Laurent, Bottega Veneta, Alexander McQueen, and Balenciaga (the “Gucci Group Marks”);

- B. using the Gucci Marks and/or the Gucci Group Marks in connection with the sale of any unauthorized goods;
- C. using any logo, and/or layout which may be calculated to falsely advertise the services or products of either the Sample Sale Defendants and/or the Nusraty Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- D. falsely representing themselves as being connected with the Plaintiff, through sponsorship or association,
- E. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of either the Sample Sale Defendants and/or the Nusraty Defendants, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- F. using any reproduction, counterfeit, copy, or colorable imitation of the Gucci Marks and/or the Gucci Group Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by either the Sample Sale Defendants and/or the Nusraty Defendants, including, without limitation, handbags and wallets;
- G. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent either the Sample Sale Defendants’ goods and/or the Nusraty Defendants’ goods as being those of the Plaintiff, or in any way endorsed by the Plaintiff;
- H. offering such goods in commerce; and from otherwise unfairly competing with the Plaintiff.

- I. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Gucci Marks and/or the Gucci Group Marks; and
- J. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (A) through (I).

2. Any party shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

3. The causes of action between the Plaintiff and the Sample Sale Defendants and the Nusraty Defendants, including all counterclaims, are hereby dismissed with prejudice, subject to the terms of the Settlement Agreement between the parties. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.

4. The parties' respective attorney's fees and costs incurred in connection with this action shall be borne as per the agreement of the individual parties in their Settlement Agreement.

5. This Court will retain continuing jurisdiction over this cause to enforce the terms of this Consent Final Judgment and the Settlement Agreement between the parties.

6. All counterfeit and infringing Gucci branded products, including, but not limited to all products bearing the Gucci Group Marks, currently in the possession, custody and/or control of the Sample Sale Defendants, the Nusraty Defendants and/or any of their representatives shall

be surrendered to Gucci, through its counsel, and shall be destroyed at Gucci's discretion.

SO ORDERED this _____ day of _____, 2009.

DENNY CHIN
United States District Judge