

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| -----X | | |
| AVALANCHE IP LLC, | : | |
| | : | |
| Plaintiff, | : | 18-CV-9667 (JMF) |
| | : | |
| - against - | : | |
| | : | |
| IAPPAREL LLC and BCTS BRANDS LLC, | : | |
| | : | |
| Defendants. | : | |
| -----X | | |

FINAL JUDGMENT ON CONSENT

Plaintiff Avalanche IP LLC having filed a Complaint on October 22, 2018 against Defendants IApparel LLC and BCTS Brands LLC asserting claims for trademark counterfeiting, trademark infringement and unfair competition under the U.S. Trademark of 1946, 15 U.S.C. §§ 1051 *et seq.*, together with claims under New York State statutory and common law; and Defendants having filed an Answer on January 7, 2019 denying Plaintiff’s claims; and the parties, having agreed upon a resolution of this matter prior to a trial on the merits without any admission of liability, and having entered into a settlement agreement for that purpose on the record before the Court on April 4, 2019; and such settlement agreement providing for, *inter alia*, the entry of a Final Judgment on Consent; and for good cause shown;

IT IS ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over the parties, the signatories hereto and the subject matter of this action.
2. Except as set forth in paragraph 3 herein, Defendants, together with their officers, managers, agents, servants, affiliates, employees, subsidiaries, successors and assigns, and representatives thereof, and all other persons, firms or companies in active concert or participation with them, or any of them, shall be and are hereby permanently enjoined and

restrained from selling, offering for sale, advertising, promoting and marketing any apparel bearing the term AVALANCHE, or any variation thereof.

3. Notwithstanding the provisions of paragraph 2 herein, Defendants shall be permitted to sell off their existing inventory of products bearing the term AVALANCHE as follows:

- Style Nos. BB814223, BB814225, BB914223 and BB914225, in any colors or sizes, may be sold in the United States, its territories and possessions or any other foreign jurisdictions without restriction, to retailers or other buyers.

- Style Nos. BB814219 and BB914219, in any colors or sizes, may be sold outside of the United States, its territories and possessions; destroyed; or donated and/or transferred to a charitable organization of Defendants' choosing. To the extent Defendants transfer any units of Style Nos. BB814219 and BB914219 to a charitable organization like Cradles to Crayons that reimburses a portion of Defendants' costs, all such proceeds shall be donated to a charitable organization of Defendants' choosing.

Defendants shall provide Plaintiff with proof of such donations promptly after such proof is requested.

The sell-off and other disposal rights set forth in this paragraph 3 are strictly limited to the 9,540 units of inventory existing as of the date of this Final Judgment on Consent and shall not apply to any other goods.

4. Within five (5) business days of the entry of this Final Judgment on Consent, Defendants shall deliver to Plaintiff's counsel three checks, all in the amount of \$25,000, for a total of \$75,000. The first such check will be dated the same day that all three checks are delivered to Plaintiff's counsel and shall be made out to Plaintiff. The other two checks shall leave the names of the payees blank and be dated July 15, 2019 and September 15, 2019,

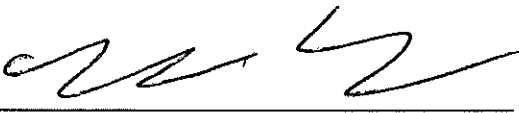
respectively. The latter two checks shall be made out to a charity or charities of Harry Adjmi's choosing, and he will have sole discretion to select such charities. Defendants will be promptly informed after the checks are delivered by Plaintiff to the charities Mr. Adjmi selects, and which charities those are, together with a receipt for such donation from such charity or charities

5. This Final Judgment on Consent shall be binding on and apply to Sammy Catton, a principal of Defendants. In the event any payments required under paragraph 4 of this Final Judgment on Consent are not made, Defendants may recover such sums from Catton in his personal capacity, in addition to Defendants. To the extent Plaintiff initiates contempt or other proceedings against Defendants or Catton under this Final Judgment on Consent, it shall first provide Defendants with written notice, through the undersigned counsel, of its intent to do so, and specify the nature of the alleged violation of this Final Judgment on Consent in reasonable detail. Defendants shall have seven (7) business days to cure any such alleged violation to Plaintiff's satisfaction. In the event any such alleged violations are not so cured and enforcement proceedings are initiated, Plaintiff shall recover its reasonable attorney's fees to the extent it prevails.

6. Entry of this Final Judgment on Consent shall conclude this action to the prejudice of any and all claims deemed merged and barred in accordance with the law.

7. This Judgment which may be signed in counterparts and may be obtained and exchanged by electronic mail.


Dated: April 12, 2019

By: 

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*Attorneys for Plaintiff
Avalanche IP LLC.*

AVALANCHE IP LLC

By: 
Name: AMEN Tebele
Title: OWNER

By: _____

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*Attorneys for Defendants
IApparel LLC and BCTS Brands LLC*

IAPPAREL, LLC

By: _____
Name: _____
Title: _____

BCTS BRANDS LLC

By: _____
Name: _____
Title: _____

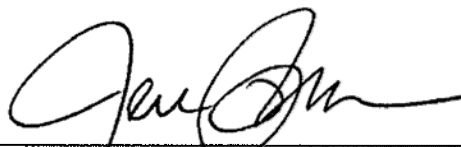
SAMMY CATTON

By: _____
Name: _____
Title: _____

Any pending motions are moot. All conferences (including the one scheduled for May 23, 2019, see Docket No. 23) are vacated. The Clerk of Court is directed to close the case.

IT IS SO ORDERED:

Dated: April 15, 2019



U.S.D.J.