

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE GILLETTE COMPANY)
)
 Plaintiff,) Civil Action No. 1:14-cv-89
)
 vs.) Judge Timothy S. Black
)
 JAVITCH CANFIELD GROUP *et al.*)
)
 Defendants)

CONSENT JUDGMENT

REGARDING PLAINTIFF THE GILLETTE COMPANY AND DEFENDANT PNL

VENTURES

WHEREAS, Plaintiff The Gillette Company (“Gillette”) and Defendant PNL Ventures (“PNL”) are currently involved in the above-captioned patent infringement lawsuit; and
WHEREAS, Gillette and PNL are desirous of resolving their disputes without further litigation, have settled their differences, and as part of Confidential Settlement Agreements, have agreed to the entry of this Consent Judgment;

NOW THEREFORE, the Court being fully apprised, it is HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has subject matter jurisdiction over this action and the claims for relief asserted in Gillette’s Complaint, and personal jurisdiction over the parties;
2. The Gillette Company is a corporation licensed in the state of Delaware, with its principal place of business at One Gillette Park, Boston, Massachusetts 02127.

3. At all times relevant to this action, Defendant PNL was owned and operated as an unincorporated entity by Paul Metzger and Lisa Metzger, with its principal place of business located at 13926 W. 89th St., Lenexa, Kansas, 66215.
4. Gillette is the owner of the entire right, title, and interest in, to and under U.S. Design Patent Des. 422,751 (the "751 Patent").
5. Defendant PNL admits that the '751 Patent is valid and enforceable in all respects, and that the razor blade cartridges sold by Defendant PNL as "compatible with" Gillette Mach3® razors, or otherwise advertised or sold by Defendant PNL as substitutes, alternatives, or replacements for Mach3® razor cartridges violated the '751 Patent.
6. Gillette and PNL have entered into a Confidential Settlement Agreements dated and effective as of March 11, 2014, resolving all disputes and claims between the parties, including issues of past damages, costs and attorneys' fees.
7. In accordance with the terms of the Confidential Settlement Agreements, Defendant PNL, and its owners/operators Paul Metzger and Lisa Metzger agree that they shall not directly or indirectly aid, assign, or participate in any action on behalf of an accused infringer, or a party seeking a declaratory judgment of non-infringement, or contesting the validity of the '751 Patent or any other intellectual property owned by Gillette.
8. In accordance with the provisions of the Confidential Settlement Agreements, PNL shall terminate all manufacture, offers for sale, sale, and use of its current razor cartridges and cartridge containers incorporating the designs protected by the '751 Patent, and is hereby permanently enjoined, in the absence of a license, from making, offering for sale, selling and using such products, and variations thereof, during the enforceable life of the '751 Patent.

9. The Court retains jurisdiction over Gillette and PNL for enforcing this Consent Judgment and the Confidential Settlement Agreements.


Dated: March ____, 2014

United States District Judge

The foregoing Judgment is hereby consented to and approved by:

THE GILLETTE COMPANY
By its attorneys

DINSMORE & SHOHL, LLP

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PNL Ventures

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