

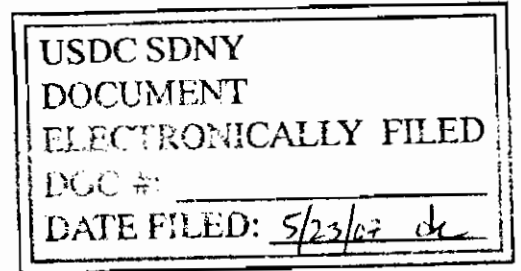
145892 ?

EXHIBIT A

Milton Springut (MS6571)
Tal S. Benschar (TSB0838)
KALOW & SPRINGUT LLP
488 Madison Avenue
New York, New York 10022
(212) 813-1600

Attorneys for Plaintiffs Cartier, a division of
Richemont North America, Inc. and
Cartier International, N.V.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
CARTIER, A Division Of :
RICHEMONT NORTH AMERICA, INC.; :
and CARTIER INTERNATIONAL, N.V., :
 :
Plaintiffs, :
v. :
 :
ALPHA WATCH COMPANY, INC. and :
JOHN DOES 1-10 :
Defendants. :
-----X

Civil Action
No. 06-CV-5844 (THK) (BSJ)
ECF CASE

**FINAL JUDGMENT ON CONSENT RELATIVE TO DEFENDANTS
GL WEB ENTERPRISES, LLC AND LEDA MALAGA**

Plaintiffs Cartier, a division of Richemont North America, Inc. and Cartier International, N.V. (collectively "Plaintiffs") having filed an Amended Complaint against defendants *inter alia*, GL Web Enterprises LLC and Leda Malaga (hereinafter collectively the "Defendants") trademark and trade dress infringement, design patent infringement, false designation of source origin, unfair competition and false advertising; and Plaintiffs and Defendants (hereinafter the "Parties") desiring to settle the controversy between them without any admission of liability and having entered into a Settlement Agreement for that purpose; and such Settlement Agreement providing for, *inter alia*, the entry of a Final Judgment Upon

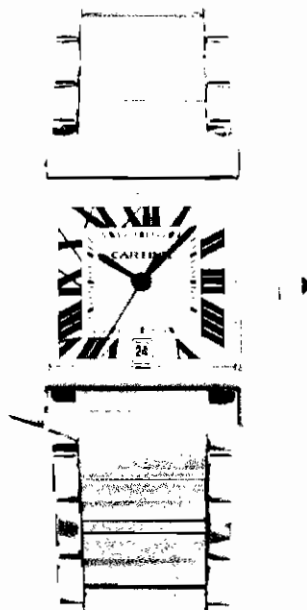
Consent; and for good cause shown; it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto that:

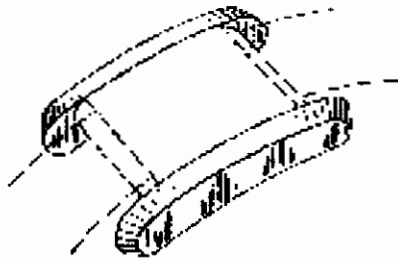
1. This Court has jurisdiction over the parties and over the subject matter hereof pursuant to 28 U.S.C. §§ 1331 and 1338.
2. Definitions.
 - A. The “Tank Francaise Trade Dress” shall mean the combination of all or almost all of the following design elements that together give the watches a distinct overall look and commercial impression:
 - a) The watch face is square. The portion of the case, which frames the watch face, consists of relatively thin horizontal frames and relatively thick concave vertical frames (or brancards), both formed of the case metal. At each corner the vertical brancards are elongated beyond the bottom and top of the watch case, and end in inwardly angled corners. The vertical brancards are beveled along their entire length such that they slope downward laterally from the inside to the outside. (The vertical brancards may or may not be decorated with jewels.)
 - b) The elongated brancard corners frame the end links in the bracelet chain or the end of the watch strap, as the case may be.
 - c) The watch face features Art Deco-style Roman numerals. Each numeral inclines to conform to the angle-direction of the watch hands at such time as the hands are juxtaposed to that numeral.
 - d) The winding crown is a faceted octagon set with a “cabochon” (rounded) stone. (Cabochon refers to the fact that the stone’s side is rounded and not faceted. At the tip, the stone may be rounded or pointed.)

- e) The watch face has a chapter ring or minute guide located between the center of the dial and the numerals.
- f) On models including a metal chain bracelet, the bracelet has the following distinctive design: the bracelet consists of alternating H-shaped and rectangular links. The end portions of the H-shaped links mimic the beveled upper and lower corners of the vertical brancards.
- g) The links may or may not be decorated with jewels.

The Tank Francaise Trade Dress is further exemplified by the following picture:



B. The “Tank Francaise Case Design Trade Dress” shall mean that design shown in U.S. Trademark Registration No. 2,322,769 for the French TANK (TANK Francaise) case design, issued on February 29, 2000, which appears as follows:



C. The “CARTIER TRADE DRESS” shall collectively reference the two trade dress designs set forth in definitions A through B herein.

D. The “Cartier Design Patents” shall reference U.S. Design Patent Nos. D 388,332; D 393,598; and D 462,908 for various watch designs, copies of which are attached hereto and incorporated herein.

E. The “CARTIER INTELLECTUAL PROPERTY” shall reference collectively the CARTIER TRADE DRESS and the Cartier Design Patents.

3. Plaintiff Cartier International, N.V. is the owner of the CARTIER INTELLECTUAL PROPERTY and, where applicable, the registrations therefore. Such trade dress rights and design patents are valid and subsisting and are in full force and effect and the goodwill of Plaintiff Cartier International, N.V. in connection with which the CARTIER TRADE DRESS are used are valid and have never been abandoned

4. Defendants GL Web and Lcda Malaga are permanently enjoined and restrained, directly or indirectly:

- (a) From manufacturing, importing, distributing, shipping, advertising, marketing, promoting, selling or offering for sale any product that uses any of the CARTIER TRADE DRESS designs, or any trade dress similar

thereto or any trade dress or design likely to cause confusion or mistake or to deceive as to the source or sponsorship of such item;

(b) From manufacturing, importing, distributing, shipping, advertising, marketing, promoting, selling or offering for sale any product infringing any of the designs contained in the Cartier Design Patents, except that upon expiration of each of such design patents, this subparagraph (c) shall expire with respect to each such patent;

(c) From representing, suggesting in any fashion to any third party, or performing any act which may give rise to the belief that Defendants, or any of their goods, are authorized or sponsored by Plaintiffs or any one of them;

(d) From passing off, inducing or enabling others to sell or pass off any goods as products produced by Plaintiffs which are not in fact genuine Cartier or Cartier-licensed products, under the control and supervision of Plaintiffs and approved by Plaintiffs and

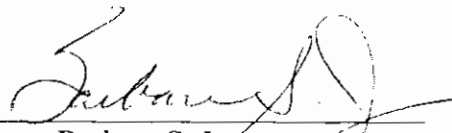
(e) From offering or advertising upon any of the Cartier Patents in violation of the Patent Act.

5. The parties understand that the Court is seized by this dispute for limited and further order necessary in order for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violation thereof, and the enforcement of any provisions of the Settlement Agreement entered into between the parties. Any motion or proceedings under this Paragraph 5 shall be venued in the United States District Court for the Southern District of New York, and the parties consent to this Court's venue and personal jurisdiction for any such motion or proceeding under this Paragraph 5.

6. The rights contained in this Final Judgment on Consent, including the right to enforce it, shall be freely assignable to the fullest extent permitted by law. This Final Judgment shall bind the Parties hereto and their successors and assigns.

7. This Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

Dated: May 17, 2007


Barbara S. Jones,
United States District Judge

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto or in such other form as the Court may approve.

CARTIER, a division of RICHEMONT NORTH AMERICA, INC. and CARTIER INTERNATIONAL, N.V.
By their agents, KALOW & SPRINGUT, LLP

Dated: ^{May} April 9, 2007

By: Milton Springut
Milton Springut, Esq.

GL WEB ENTERPRISES LLC

Dated: ^{May 7,} April 7, 2007

By: Leda Malaga, member
Name: Leda Malaga
Title: Member

LEDA MALAGA

Dated: ^{May 7,} April 7, 2007

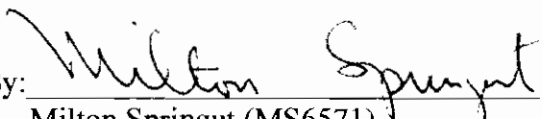
By: Leda Malaga

Approved as to form:

KALOW & SPRINGUT LLP
Attorneys for Plaintiffs
Cartier, a division of Richemont North
America, Inc. and Cartier International, N.V.

488 Madison Avenue
New York, New York 10022
(212) 813-1600

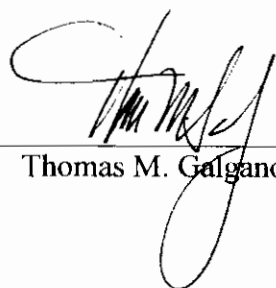
Dated: ^{May} April 9, 2007

By: 
Milton Springut (MS6571)

GALGANO & ASSOCIATES PLLC
Attorneys for GL Web Enterprises, LLC and
Leda Malaga

20 West Park Avenue, Suite 204
Long Beach, NY 11561
(516) 431-1177

Dated: ^{May} April 8, 2007

By: 
Thomas M. Galgano, Esq.