

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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: VINEYARD VINES, LLC : Civ. No. 3:14cv01096 (SALM)
: :
: v. :
: :
: MACBETH COLLECTION, LLC, :
: et al. : February 17, 2017
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MEMORANDUM OF CONFERENCE AND ORDER

On February 16, 2017, the Court held an in-person status conference regarding plaintiff's Motion for an Order Enforcing the Court's Permanent Injunction and Final Judgment on Consent. [Doc. #77]. Attorney Todd S. Sharinn appeared for the plaintiff Vineyard Vines, LLC ("plaintiff"). Attorney Timothy P. Frawley appeared for defendants Macbeth Collection, LLC; Macbeth Collection by Margaret Josephs, LLC; Macbeth Designs LLC; and Margaret Josephs. Defendant Margaret Josephs was also present, as was Alan Halperin, a bankruptcy attorney representing Vineyard Vines as a creditor in a separate action.

At the February 16, 2017, conference, the parties discussed a number of issues related to the enforcement of the Settlement Agreement and the Permanent Injunction and Final Judgment on Consent (Doc. #70), including: Defendants' failure to abide by the payment schedule in the Final Judgment; continued instances of apparent infringement; liquidated damages; and attorney's fees.

Plaintiff's request for the Court to impose liquidated damages was taken under advisement. Plaintiff also made an application for attorney's fees associated with the enforcement of the Final Judgment and Settlement Agreement. While the Court indicated that the award of some attorney's fees is appropriate, a determination of the amount of attorney's fees to be awarded will be reserved until the resolution of the instant dispute. The Court reminded defendant Margaret Josephs that she remains personally liable for the outstanding Judgment, notwithstanding any bankruptcy proceedings for corporate defendants.

The defendants' ongoing duty to comply with the Permanent Injunction was also discussed. Plaintiff contends that infringing products continue to be sold by third parties, and that defendant Margaret Josephs has not taken appropriate action to stop the distribution and sale of these products. Accordingly, defendant Margaret Josephs shall immediately make a diligent and concerted effort to stop third party vendors from importing, exporting, shipping, delivering, holding for sale, offering for sale, selling, distributing, returning, transferring and/or otherwise moving or disposing of in any manner any infringing products. See Permanent Injunction and Final Judgment on Consent, Doc. #70 at 3. **On or before March 3, 2017**, defendant Margaret Josephs shall file an affidavit detailing her efforts to enforce the Permanent Injunction, including the steps taken to search for and contact

any and all retailers, wholesalers or others violating the Permanent Injunction, and the steps taken to halt any violations of the Permanent Injunction. Defendant Josephs shall provide a copy of the Permanent Injunction to any third-party vendor that is identified during her search, and shall inform said vendors that any infringing products in their possession must be destroyed. Defendant Josephs shall copy plaintiff's counsel on any and all correspondence to the third-party vendors, and shall forward any responses received to plaintiff's counsel as well.

The parties shall file a copy of the Settlement Agreement on the docket forthwith. If they wish to file it under seal, they should do so, accompanied by a motion to seal.

This is not a Recommended Ruling. The parties consented to proceed before a United States Magistrate Judge on May 26, 2015, [Doc. #65], with any appeal to be made directly to the Court of Appeals. See Fed. R. Civ. P. 73(b)-(c).

SO ORDERED at New Haven, Connecticut, this 17th day of February, 2017.

/s/
HON. SARAH A. L. MERRIAM
UNITED STATES MAGISTRATE JUDGE