

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE No. 1:17-cv-23942-WILLIAMS/TORRES

MONTEL WILLIAMS and MONTEL WILLIAMS
ENTERPRISES, INC.,

Plaintiffs,

v.

ADVANCEABLE TECHNOLOGY, LLC; BEAUTY
STRONG, LLC (f/k/a HATHOR SECRETS, LLC f/k/a
SECRETS OF ISIS, LLC); SNOWFLAKE
MARKETING LLC; COMMON SENSE BEAUTY,
LLC; HGK GLOBAL MEDIA LLC; TIMOTHY
ISAAC; AND DOES and ABC COMPANIES 1-100
inclusive,

Defendants.

**STIPULATED ORDER OF
PERMANENT INJUNCTION**

WHEREAS, Plaintiffs Montel Williams and Montel Williams Enterprises, Inc. (collectively, "Plaintiffs") filed their complaint against Advanceable Technology, LLC ("Advanceable"), Beauty Strong, LLC (f/k/a Hathor Secrets, LLC f/k/a Secrets of ISIS, LLC) ("Beauty Strong"), Snowflake Marketing LLC ("Snowflake"), Common Sense Beauty, LLC ("Common Sense"), HGK Global Media LLC ("HGK"), and Timothy Isaac ("Isaac" and collectively "Defendants") alleging violations of: Section 43(a) of the Lanham Act, Plaintiffs' right of publicity and privacy under Florida Statutes § 540.08, Plaintiffs' common law right of publicity, and Florida's Deceptive and Unfair Trade Practices Act under Florida Statutes § 501.201 *et seq.* (the "Action");

WHEREAS, Plaintiffs and Defendants (individually referred to as a "Party" and collectively referred to as the "Parties") agreed to settlement of this Action without adjudication

of any issue of fact or law and without Defendants admitting liability for any of the matters alleged in the operative complaint;

WHEREAS, the Parties have reached a settlement of this action, which is formalized in a separate confidential settlement agreement (the "Settlement Agreement"), and in connection with said Settlement Agreement, have agreed to the entry of this Stipulated Order of Permanent Injunction to be "So Ordered" by the Court;

NOW THEREFORE, it is hereby stipulated and agreed by and between Plaintiffs and Defendants, and Ordered by this Court, as follows:

JURISDICTION AND WAIVER

1. This Court has jurisdiction over the Parties and the subject matter of the Action.
2. Venue is proper as to all Parties.
3. Defendants hereby waive all rights to appeal or otherwise challenge or contest the validity of this order.
4. The Parties will bear their own legal fees.

DEFINITIONS

1. "Advertisement(s)" shall mean any means by which Defendants or their Representatives, as defined below, promote Defendants' Product(s), as defined below, or otherwise direct consumers to a physical or online destination for the purpose of offering Defendants' Product(s) for sale, including but not limited to web sites located at unique universal resource locators ("URL(s)"), and all audio, visual, and literary material contained within such web sites and any part of the domain name of such websites; online search engine sponsored link or advertising programs, such as Google AdWords, Google AdSense, Microsoft Bing Search Advertising, and Yahoo! Search Marketing; banner ads; email; television commercials; radio

commercials; interstitial commercials; videos, whether viral or stationary; sponsored articles; testimonials; advertorials; social media posts; blogs; meta tags; and print materials, such as sales sheets, newspaper and/or magazine advertisements, and brochures.

2. "Affiliate" shall mean any Person, as defined below, who participates in an Affiliate Program, as defined below, as an affiliate or publisher.

3. "Affiliate Network" shall mean any Person, as defined below, who provides Defendants with Affiliates for Defendants' Affiliate Program, as defined below, or whom Defendants contracts with as an Affiliate to promote the Products.

4. "Affiliate Program" shall mean any agreement whereby any Person, as defined below, agrees, pursuant to terms and conditions agreed to by Defendants and such Person or between such Person and an Affiliate Network, to provide Defendants or another Person with or to refer to Defendants or another Person potential or actual customers for a fee via the creation or facilitation of Advertisements by Affiliates.

5. "Person" shall mean a natural person or a corporation, partnership, proprietorship, limited liability company, or other organization or legal entity, including an association, cooperative, agency, or other group or combination acting as an entity.

6. "Plaintiffs' IP" shall mean Plaintiffs' names, including derivatives thereof, pictures, voices, identities, likenesses, images, intellectual property (whether or not registered with any government agency), trademarks, quotes, and reputation.

7. "Product(s)" shall mean any goods or services manufactured, distributed, sold and/or marketed, now or in the future, by Defendants, including, but not limited to CBD Oils such as Tranquil, Serenity, Cell Isolation, Quadrall, Endo, E-Oil, Pure Natural, and Serene+.

8. "Representative(s)" shall mean Defendants' owners, shareholders, partners, members, officers, agents, servants and employees, acting for or on behalf of Defendants or Defendants' successors or affiliates.

PERMANENT INJUNCTION

It is hereby ordered that:

1. From the entry date of this Order forward, Defendants and Defendants' Representatives are hereby permanently enjoined from using Plaintiffs' IP in any Advertisement for Defendants' Product(s) without Plaintiffs' express written authorization. Such prohibited use includes, but is not limited to, the use of Plaintiffs' IP, and any formatives or derivatives thereof, in any Advertisements, on any websites, as part of a domain name, as a keyword in an advertising program, or as a metatag or hidden text on a webpage.

2. From the entry date of this Order forward, Defendants and Defendants' Representatives shall instruct in writing any Affiliate Networks they engage to promote Defendants' Products that the Affiliate Networks and their Affiliates are prohibited from using Plaintiffs' IP in any Advertisements, on any websites, as part of a domain name, as a keyword in an advertising program, or as a metatag or hidden text on a webpage.

3. From the entry date of this Order forward, if Defendants receive notice that Plaintiffs' IP is being used in any Advertisement for Defendants' Products, including by any of Defendants' Affiliate Networks or their Affiliates, Defendants shall promptly take all necessary steps to stop the use of Plaintiffs' IP and shall inform Plaintiffs, through their undersigned counsel, of such use.

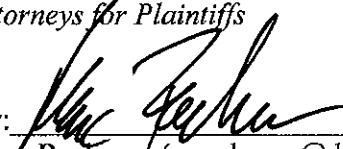
SURVIVAL AND RELIEF

1. Defendants agree and acknowledge that, in addition to any injunctive and monetary relief to which Plaintiffs may be entitled if Defendants violate this Stipulated Order of Permanent Injunction, Defendants may also be held in contempt of this Court should they knowingly violate the terms of this Stipulated Order of Permanent Injunction.

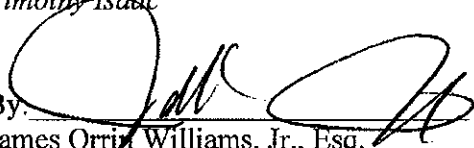
2. This Stipulated Order of Permanent Injunction shall survive the termination of the Action.

The undersigned, on behalf of their respective clients, hereby stipulate and consent to the entry of this Order:

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Attorneys for Plaintiffs

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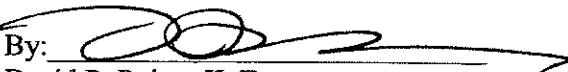
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DOE

SO ORDERED:

_____ Dated: _____, 2019
The Honorable Kathleen M. Williams, U.S.D.J.