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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 ADWEEK, LLC, A DELAWARE
4 LIMITED LIABILITY COMPANY
5 Plaintiff

6 v.

18 Civ. 9923 (GHW) (OTW)
Settlement

7 CARNYX GROUP LIMITED, A UK
8 COMPANY DOING BUSINESS AS THE
9 DRUM, A NEW YORK COMPANY,
10 CARNYX, INC., A DELAWARE
11 CORPORATION, GORDON YOUNG, A
12 UK CITIZEN,
13 Defendants

New York, N.Y.
September 23, 2019
5:53 p.m.

14 Before:

15 HON. ONA T. WANG
16 Magistrate Judge

17 APPEARANCES

18 ST. ONGE STEWARD JOHNSTON & REENS LLC
19 Attorneys for Plaintiff
20 986 Bedford Street
21 Stamford, CT 06905
22 JONATHAN A. WINTER
23 ALYSON J. DiLENA

24 RJM LITIGATION GROUP
25 Attorney for Defendants
505 Montgomery St. #1100
San Francisco, CA 94111
RICHARD J. MOONEY

ALSO PRESENT: Matthew Pass, CFO (AdWeek LLC)
Gordon Young, CEO (Carnyx entities)
John Haggis, Esq. (UK counsel)

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1 (Case called)

2 DEPUTY CLERK: Counsel, please state your appearances.

3 MR. WINTER: Jonathan Winter.

4 And with me is Alyson DiLena, both for AdWeek, LLC.

5 THE COURT: And also with you is?

6 MR. WINTER: Matthew Pass, the CFO.

7 THE COURT: Thank you.

8 MR. MOONEY: Richard Mooney for the defendants.

9 And with me is the CEO of the corporate defendants and
10 the defendant in his personal capacity, Gordon Young.

11 And also with me is English counsel to the corporate
12 defendants and Mr. Young, John Haggis.

13 THE COURT: We are on the record here today after an
14 afternoon spent settling this case, and I am pleased to report
15 that we have a settlement. In the interest of time, we were
16 preceded by a mediator's proposal and the settlement is as
17 follows.

18 It has an injunction component as well as a financial
19 component. I will put the terms of the injunction on the
20 record. The transcript in this case will serve as the
21 injunction. The monetary amount of the settlement will be
22 redacted. And after I put these terms on the record, I will
23 ask counsel if there is anything that I'm missing. And then
24 after that, I will poll each of the client representatives to
25 confirm that they are indeed agreeing to the settlement.

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1 So the terms of the injunction are as follows:

2 There is no admission of guilt or liability on either
3 side. Defendants will not use the term "AdWeek, Ad Week or
4 Ad_Week, without regard to font or capitalization to refer to
5 Advertising Week. Nothing in this order shall prohibit
6 defendants from using AdWeek or its marks to refer to the
7 plaintiff here, AdWeek, LLC.

8 Any suit to enforce the injunction may be brought in
9 the Southern District of New York. The parties consent to my
10 jurisdiction for all purposes going forward, including for
11 enforcement of the injunction.

12 As I just stated, the settlement amount will be
13 redacted from the transcript, and discussions from today's
14 settlement conference beyond outside the scope of the
15 transcript shall remain confidential.

16 The parties are to bear their own costs and expenses,
17 and the amount of [REDACTED] will be paid by defendants to
18 plaintiffs within a week.

19 Counsel for plaintiffs, am I missing anything from the
20 settlement?

21 MR. WINTER: No, your Honor.

22 THE COURT: Counsel for defendants, am I missing
23 anything from the settlement?

24 MR. MOONEY: No, your Honor.

25 THE COURT: Mr. Pass, do you have the authority to

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1 accept the settlement on behalf of plaintiff, AdWeek, LLC?

2 MR. PASS: Yes, I do.

3 THE COURT: All right. And you do accept the
4 settlement on behalf of AdWeek, LLC?

5 MR. PASS: I will accept.

6 THE COURT: Mr. Young, the same questions for you.
7 Do you accept the settlement on behalf of all
8 defendants, Carnyx Group Limited, Carnyx Inc. and then yourself
9 in your personal capacity?

10 MR. YOUNG: Yes, I do.

11 THE COURT: And do you have the authority to accept
12 the settlement on behalf of the corporate defendants, Carnyx
13 Group Limited and Carnyx, Inc.?

14 MR. YOUNG: Yes.

15 THE COURT: Are there any other questions or anything
16 we need to put on the record?

17 MR. WINTER: The transcript, the costs.

18 THE COURT: Yes. Anything else beyond that?

19 OK. So the parties are to order the transcript and
20 share the cost. And then we will make sure that the monetary
21 amount of the settlement is redacted before the transcript is
22 placed on the docket.

23 All right. Anything else?

24 MR. MOONEY: No, your Honor.

25 MR. WINTER: No, your Honor.

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1 THE COURT: Thank you very much for being here. We
2 are off the record.

3 (Adjourned)

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