

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

In the Matter of

CERTAIN LIGHTING PRODUCTS

Inv. No. 337-TA-719

**ORDER NO. 7: INITIAL DETERMINATION GRANTING MOTION FOR
TERMINATION AS TO RESPONDENT LIGHTS & MORE
OF INVESTIGATION BASED ON SETTLEMENT
AGREEMENT AND ENTRY OF CONSENT ORDER**

(September 23, 2010)

On August 23, 2010, complainant Blumberg Industries, Inc. d/b/a Fine Art Lamps (“Fine Art Lamps”) and respondent Lights & More (“L&M”) moved to terminate the investigation as to L&M based on entry of a consent order. (Motion Docket No. 719-007.) A confidential settlement agreement and consent order were attached to Motion No. 719-007. On September 3, 2010, the Commission Investigative Staff (“Staff”) filed a motion for extension of time to respond to Motion No. 719-007 in order to provide the parties with sufficient time to file a supplemental motion that would amend the motion in several respects. On that same day, the ALJ granted the Staff’s request via e-mail.

On September 17, 2010, Fine Art Lamps (“Fine Art Lamps”) and L&M moved to terminate the investigation as to L&M based on entry of a consent order. (Motion Docket No. 719-10). A public version of the settlement agreement, consent order stipulation and proposed consent order were attached to Motion No. 719-010. On September 20, 2010, Staff filed a response in support of both motions.

SETTLEMENT AGREEMENT

The Commission’s Rules provide that “[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the

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basis of a settlement, a licensing or other agreement . . .” 19 C.F.R. § 210.21(a)(2); *see also Certain Organizer Racks And Products Containing Same*, Inv. No. 337-TA-466, Order No. 7 at 2, February 19, 2001.

In the instant investigation, the motion to terminate is based on a settlement agreement between Fine Art Lamps and L&M. In accordance with Commission Rule 210.21(b), the parties filed a public version of the settlement agreement, attached herein as Exhibit C in Attachment A. The motion further states, consistent with Commission Rule 210.21(b)(1), that there are no other agreements, written or oral, express or implied, between Fine Art Lamps and L&M concerning the subject matter of this investigation. (719-010 Memo at 1.) The settlement agreement appears to resolve the dispute between Fine Art Lamps and L&M.

CONSENT ORDER

In accordance with Commission Rule 210.21(c), L&M entered into a “Consent Order Stipulation” and a proposed “Consent Order,” both attached hereto as Attachment A. Commission Rule 210.21(c)(3) sets forth certain requirements for the contents of a consent order stipulation. The Consent Order Stipulation submitted by Fine Art Lamps and L&M complies with the requirements of Commission Rule 210.21(c)(3).

Specifically, L&M agrees that upon entry of the consent order, L&M will not “import into the United States or sell in the United States after importation, or knowingly aid, abet, encourage, participate in or induce the sale for importation, importation into the United States or sale in the United States after importation of certain lighting products that infringe any of Fine Art Lamps’ United States Patent No. D570,038S; Copyright Registration Nos. VA 1-399-618 and VA 1-415-353; and U.S. Trademark Registration

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Nos. 3,703,710; 3,703,711; 3,700,479; and 3,700,480.” (See Consent Order Stipulation at ¶ 1; Proposed Consent Order at ¶ 1). L&M agrees, pursuant to Commission Rule 210.21(c)(3)(i)(A), to:

- (1) an admission of the Commission’s *in rem* jurisdiction over the subject matter in this investigation and *in personam* jurisdiction over L&M for the purposes of the Stipulation and Proposed Consent Order (see Consent Order Stipulation at ¶ 2; Proposed Consent Order at ¶ 2),
- (2) an express waiver by L&M of all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order (see Consent Order Stipulation at ¶ 3; Proposed Consent Order at ¶ 3),
- (3) L&M’s representation that it will cooperate with and will not seek to impede by litigation or other means the Commission’s efforts to gather information under Subpart I of Part 210 of Title 19 of the Code of Federal Regulations (see Consent Order Stipulation at ¶ 4; Proposed Consent Order at ¶ 4), and
- (4) that the enforcement, modification, and revocation of the Consent Order will be carried out pursuant to Subpart I of Part 210 of Title 19 of the Code of Federal Regulations, incorporating by reference the Commission’s Rules of Practice and Procedure (see Consent Order Stipulation at ¶ 5; Proposed Consent Order at ¶ 5).

Because this is an intellectual property-based investigation, the Consent Order also contains a statement, pursuant to Commission Rule 210.21(c)(3)(i)(B), that:

- (1) the Consent Order shall not apply with respect to any claim of an intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and non-reviewable (see Consent Order Stipulation at ¶ 6; Proposed Consent Order at ¶ 6), and
- (2) a representation by L&M that it will not seek to challenge the validity of Fine Art Lamps’ U.S. Patent No. D570,038S; Copyright Registration Nos. VA 1-399-618 and VA 1-415-353; and U.S. Trademark Registration Nos. 3,703,710; 3,703,711; 3,700,479; and 3,700,480 in any administrative or judicial proceeding to enforce the Consent Order (see Consent Order Stipulation at ¶ 7; Proposed Consent Order at ¶ 7).

In addition to the provisions required by Commission Rule 210.21(c)(3), the Consent Order Stipulation contains other provisions, including a statement that the signing of the Consent Order Stipulation by L&M is for settlement purposes only and

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does not constitute an admission that an unfair act has been committed. (See Consent Order Stipulation at ¶ 8; Proposed Consent Order at ¶ 8). Commission Rule 210.21(c)(3)(i)(C) specifically provides that a consent order stipulation may contain a statement that it is for settlement purposes and does not constitute an admission that an unfair act has been committed. Therefore the additional terms in the Consent Order Stipulation are permitted.

Commission Rule 210.50(b)(2) provides that in the case of a proposed termination by settlement agreement or consent order, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. In any initial determination terminating an investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, and United States consumers. In their Memorandum in Support of their Motion to Terminate, Fine Art Lamps and L&M assert that termination of this investigation is in the public interest. (719-010 Memo at 2). The Staff does not dispute this representation. (Staff Resp. at 5-6).

Based on the pleadings filed in connection with the motion to terminate the investigation, the ALJ finds that there is no indication that termination of this investigation based on the settlement agreement and consent order stipulation would have an adverse impact on the public interest. In addition, the termination of an investigation

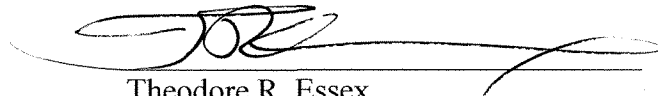
PUBLIC VERSION

as to a respondent, such as that proposed by the motion, is generally in the public interest.

Accordingly, it is the Initial Determination that the motion to terminate this investigation based on the attached settlement agreement and consent order be GRANTED. This initial determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues here.

SO ORDERED

A handwritten signature in black ink, appearing to read 'T. Essex', is written over a horizontal line.

Theodore R. Essex
Administrative Law Judge

**ATTACHMENT A
(PUBLIC)**

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

In the Matter of

CERTAIN LIGHTING PRODUCTS

Inv. No. 337-TA-719

**JOINT MOTION TO TERMINATE INVESTIGATION AS TO
RESPONDENT LIGHTS & MORE, INC. BASED UPON A CONSENT ORDER**

TO THE HONORABLE THEODORE R. ESSEX,
ADMINISTRATIVE LAW JUDGE:

Pursuant to Commission Rule 210.21(a)(2) and 210.21(c), Complainant Blumberg Industries, Inc. d/b/a Fine Art Lamps ("Fine Art Lamps") and Respondent Lights & More, Inc. ("L&M") hereby jointly move for termination of the above-captioned Investigation as to L&M based on a Consent Order. 19 C.F.R. §§ 210.21(a)(2) and 210.21(c).

For the reasons set forth in the attached Memorandum, the moving parties respectfully request that the motion be granted.

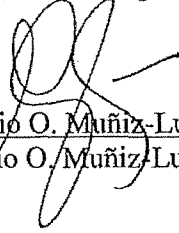
The parties contacted the Commission Investigative Staff regarding this motion. The Staff indicated the she will take a position following review of the filed motion and attached papers.

WHEREFORE, Complainant and Respondent jointly and respectfully request that this motion to terminate the Investigation as to Respondent L&M be granted.

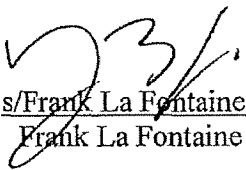
RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 17th day of September, 2010.

O'NEILL & BORGES
Attorneys for Complainant
250 Muñoz Rivera Ave., Ste. 800
San Juan, PR 00918-1813
Telephone: 787-764-8181
Fax: 787-753-8944
E-mail: mauricio.muniz@oneillborges.com


By: s/Mauricio O. Muñoz-Luciano
Mauricio O. Muñoz-Luciano

McCONNELL VALDÉS LLC
Attorneys for Respondent
PO Box 364225
San Juan, Puerto Rico 00936-4225
Telephone: 787-250-2626
Fax: 787-759-2774
Email: fl@mcvpr.com


By: s/Frank La Fontaine
Frank La Fontaine

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on this day, a true and correct copy of the foregoing document was served by the indicated means to the persons at the addresses below:

The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE
COMMISSION
500 E Street, S.W., Room 112
Washington, DC 20436

Via Electronic Filing

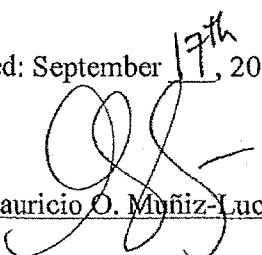
Administrative Law Judge
The Honorable Theodore R. Essex
Administrative Law Judge
U.S. International Trade Commission
500 E Street, S.W., Room 317
Washington, D.C. 20436

Via First Class Mail
(2 copies) and E-mail to
tamara.lee@usitc.gov and
sally.bromley@usitc.gov

OUII Staff Attorney
Anne Goalwin
U.S. International Trade Commission
Office of Unfair Import Investigations
500 E. Street, S.W., Room 401
Washington, D.C. 20436

Via E-mail to
anne.goalwin@usitc.gov

Dated: September 17th, 2010


s/ Mauricio O. Muñoz-Luciano

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

In the Matter of

CERTAIN LIGHTING PRODUCTS

Inv. No. 337-TA-719

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO TERMINATE
INVESTIGATION AS TO RESPONDENT LIGHTS & MORE, INC. BASED UPON A
CONSENT ORDER**

TO THE HONORABLE THEODORE R. ESSEX,
ADMINISTRATIVE LAW JUDGE:

Complainant Blumberg Industries, Inc. d/b/a Fine Art Lamps ("Fine Art Lamps") and Respondent Lights & More, Inc. ("L&M") hereby submit this memorandum in support of their joint motion for termination of the above-captioned Investigation as to L&M based on the Consent Order Stipulation and Proposed Consent Order submitted concurrently herewith. See Exhibits A and B, respectively. Also, a copy of the executed non-confidential version of the Settlement Agreement between the parties is attached hereto as Exhibit C.¹ There are no other agreements, written or oral, express or implied, between the parties, other than the Settlement Agreement, concerning the subject matter of this Investigation.

The Consent Order Stipulation contains admissions, waivers, statements and other requirements pursuant to Commission Rule 210.21(c)(3). The parties submit that entry of the Proposed Consent Order will terminate the investigation as to L&M.² Further, termination of this investigation as to L&M is in the interest of the public and administrative economy, and will result in saved resources for the parties and the Commission.

¹ The parties have already submitted to this Honorable Commission a true and correct copy of the confidential Settlement Agreement.

² Fine Art Lamps has submitted before this Honorable Commission a request that the Complaint and Notice of Investigation be amended to include a new respondent, Li-Art Lighting & Electrical Appliance Factory.

For the reasons set forth below, Fine Art Lamps and L&M jointly and respectfully request that the Investigation be terminated as to L&M.

DISCUSSION

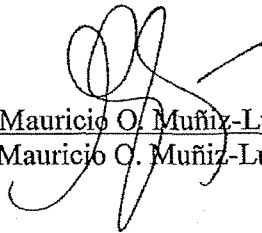
Commission Rule 210.21(c) authorizes an Administrative Law Judge and the Commission to terminate an investigation based on a Stipulated Consent Order and a Consent Order. 19 C.F.R. § 210.21(c). In addition, Commission policy, public interest and administrative economy favor granting this motion.

WHEREFORE, Complainant and Respondent jointly and respectfully request that the above-captioned Investigation be terminated as to L&M on the basis of the Consent Order Stipulation and Proposed Consent Order.

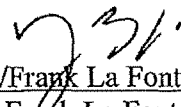
RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 17th day of September, 2010.

O'NEILL & BORGES
Attorneys for Complainant
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San Juan, PR 00918-1813
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By: 
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McCONNELL VALDÉS LLC
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Email: fl@mcvpr.com

By: 
Frank La Fontaine
Frank La Fontaine

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on this day, a true and correct copy of the foregoing document was served by the indicated means to the persons at the addresses below:

The Honorable Marilyn R. Abbott
Secretary
U.S. INTERNATIONAL TRADE
COMMISSION
500 E Street, S.W., Room 112
Washington, DC 20436

Via Electronic Filing

Administrative Law Judge
The Honorable Theodore R. Essex
Administrative Law Judge
U.S. International Trade Commission
500 E Street, S.W., Room 317
Washington, D.C. 20436

Via First Class Mail
(2 copies) and E-mail to
tamara.lee@usitc.gov and
sally.bromley@usitc.gov

OUII Staff Attorney
Anne Goalwin
U.S. International Trade Commission
Office of Unfair Import Investigations
500 E. Street, S.W., Room 401
Washington, D.C. 20436

Via E-mail to
anne.goalwin@usitc.gov

Dated: September 17th, 2010

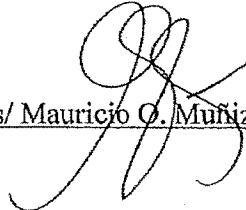

s/ Mauricio O. Muñoz-Luciano

Exhibit A

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable Theodore R. Essex

In the Matter of

CERTAIN LIGHTING PRODUCTS

Inv. No. 337-TA-719

**CONSENT ORDER STIPULATION
BY RESPONDENT LIGHTS & MORE, INC.**

WHEREAS, the U.S. International Trade Commission (“Commission” or “TTC”) on May 27, 2010 initiated this Investigation under Section 337 of the Tariff Act of 1930, as amended (19 U.S.C. § 1337), based upon the allegations contained in the complaint filed by Complainant Blumberg Industries, Inc. d/b/a Fine Art Lamps (“Fine Art Lamps”), which allege violations of Section 337 in, among other things, the importation into the United States, the sale for importation and the sale within the United States after importation of certain lighting products by Lights & More, Inc. (“Respondent” or “L&M”) that are alleged to infringe one or more claims of Fine Art Lamps’ United States Patent No. D570,038S, Copyright Registration Nos. VA 1-399-618 and VA 1-415-353, as well as U.S. Trademark Registration Nos. 3703710, 3703711, 3700479 and 3700480;

WHEREAS, L&M is willing to accept entry of the Consent Order submitted concurrently herewith by the Commission and agrees to all waivers and other provisions as required by 19 C.F.R. § 210.21; and

WHEREAS, L&M agrees to all terms set forth in the Consent Order.

IT IS HEREBY STIPULATED by L&M as follows:

1. Upon entry of this Consent Order, L&M shall not import into the United States or sell in the United States after importation, or knowingly aid, abet, encourage, participate in, or

induce the sale for importation, importation into the United States or sale in the United States after importation of certain lighting products that infringe any of Fine Art Lamps' United States Patent No. D570,038S, Copyright Registration Nos. VA 1-399-618 and VA 1-415-353, as well as U.S. Trademark Registration Nos. 3703710, 3703711, 3700479 and 3700480, except under consent or license from Fine Art Lamps, its successors or assignees.

2. The Commission has *in rem* jurisdiction over the accused lighting products that are the subject of the complaint in this Investigation, the Commission has *in personam* jurisdiction over L&M for purposes of this Stipulation and Proposed Consent Order, and the Commission has subject matter jurisdiction in this Investigation.

3. L&M expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of the Consent Order.

4. L&M will cooperate with and will not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

5. The enforcement, modification and revocation of the Consent Order will be carried out pursuant to Subpart I of 19 C.F.R. Part 210, incorporating by reference the Commission's Rules of Practice and Procedure.

6. The Consent Order shall not apply with respect to any claim of an intellectual property right that has expired or been found or adjudicated invalid or unenforceable by the Commission or a court or agency of competent jurisdiction, provided that such finding or judgment has become final and nonreviewable.

7. L&M will not seek to challenge the validity of Fine Art Lamps' United States Patent No. D570,038S, Copyright Registration Nos. VA 1-399-618 and VA 1-415-353, as well

as U.S. Trademark Registration Nos. 3703710, 3703711, 3700479 and 3700480 in any administrative or judicial proceeding to enforce the Consent Order.

8. L&M's signing hereof is for settlement purposes only and does not constitute admission by L&M that an unfair act has been committed

IT IS SO STIPULATED.

DATE: 9-17-10



Lights & More, Inc.

Name: Carlos Ugalde

Title: VP

Exhibit B

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable Theodore R. Essex

In the Matter of

CERTAIN LIGHTING PRODUCTS

Inv. No. 337-TA-719

PROPOSED CONSENT ORDER

The U.S. International Trade Commission (“Commission” or “ITC”) on May 27, 2010 initiated this Investigation under Section 337 of the Tariff Act of 1930, as amended (19 U.S.C. § 1337), based upon the allegations contained in the complaint filed by Complainant Blumberg Industries, Inc. d/b/a Fine Art Lamps (“Fine Art Lamps”), which allege violations of Section 337 in, among other things, the importation into the United States, the sale for importation and the sale within the United States after importation of certain lighting products by Lights & More, Inc. (“Respondent” or “L&M”) that are alleged to infringe one or more claims of Fine Art Lamps’ United States Patent No. D570,038S, Copyright Registration Nos. VA 1-399-618 and VA 1-415-353, as well as U.S. Trademark Registration Nos. 3703710, 3703711, 3700479 and 3700480.

L&M has executed a Consent Order Stipulation in which it agrees to the entry of this Consent Order and to all waivers and other provisions as required by Commission Rule of Practice and Procedure 210.21(c) (19 C.F.R. § 210.21(c)). Fine Art Lamps and L&M have filed a joint motion to terminate this Investigation as to L&M based upon a Consent Order.

IT IS HEREBY ORDERED THAT:

1. Upon entry of this Consent Order, L&M shall not sell for importation, import into the United States or sell in the United States after importation, or knowingly aid, abet,

encourage, participate in, or induce the sale for importation, importation into the United States or sale in the United States after importation of certain lighting products that infringe in any of Fine Art Lamps' United States Patent No. D570,038S, Copyright Registration Nos. VA 1-399-618 and VA 1-415-353, as well as U.S. Trademark Registration Nos. 3703710, 3703711, 3700479 and 3700480 (collectively, the "IP Rights"), except under consent or license from Fine Art Lamps, its successors or assignees.

2. This Consent Order shall be applicable to and binding upon L&M, its officers, directors, agents, servants, employees, and all persons, firms, successors, assigns, or corporations acting or claiming to act on behalf of L&M or under the direction or authority of L&M.

3. L&M expressly waives all rights to seek judicial review or otherwise challenge or contest the validity of this Consent Order.

4. L&M shall cooperate with and shall not seek to impede by litigation or other means the Commission's efforts to gather information under Subpart I of the Commission's Rules of Practice and Procedure, 19 C.F.R. Part 210.

5. L&M shall not seek to challenge the validity of the IP Rights in any administrative or judicial proceeding to enforce the Consent Order.

6. If any of the IP Rights is held or adjudicated invalid or unenforceable by a court or agency of competent jurisdiction, this Consent Order shall not apply and shall be deemed null and void as to any such invalid or unenforceable IP Rights; provided, however, that such holding or judgment has become final and is no longer subject to appeal.

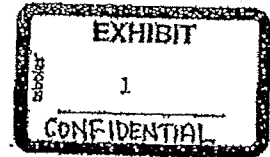
7. This Investigation is hereby terminated with respect to L&M. L&M is hereby dismissed as a named respondent in this Investigation provided, however, that the enforcement, modification, or revocation of this Consent Order shall be carried out pursuant to 19 C.F.R. §

210.76 of the Commission's Rules of Practice and Procedure. In determining whether L&M is in violation of this Consent Order, the Commission may infer facts adverse to L&M if L&M fails to provide adequate or timely information. The Commission may impose a penalty as provided in 19 U.S.C. § 1337. The Commission's assessment of any such penalty shall have the force of a judgment and liability for payment of such penalty shall accrue upon administrative assessment by the Commission.

BY ORDER OF THE COMMISSION

Exhibit C

REDACTED



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 23rd day of August, 2010 (the "Effective Date"), between BLUMBERG INDUSTRIES, INC., d/b/a Fine Art Lamps, a Florida corporation with its principal place of business located at 5770 Miami Lakes Drive East, Miami Lakes, Florida, 33014 ("Fine Art Lamps"), hereby represented by Laura Goldblum, President and Chief Financial Officer of Fine Art Lamps, who is authorized to enter into this Settlement Agreement; and LIGHTS & MORE, INC., a San Juan, Puerto Rico corporation with its principal place of business at 170 F.D. Roosevelt Avenue, San Juan, Puerto Rico 00918 ("L&M"), hereby represented by Carlos Ugalde, President and Owner of L&M, who is authorized to enter into this Settlement Agreement.

WHEREAS, Fine Art Lamps is the owner of the entire right, title and interest in and to U.S. Design Patent No. D570,038 S, entitled "Decorative Element for Lighting Fixtures" ("the '038 patent");

WHEREAS, Fine Art Lamps owns U.S. Trademark Registrations Nos. 3703710, 3703711, 3700479 and 3700480 for the BEVELED ARCS™ crystals;

WHEREAS, a U.S. Copyright Certificate of Registration No. VA 1-399-618 was issued for style numbers "700840, 701040, 701240, 701340, 701540, 701850, 702040, 702240, 702440, 702840, 704040, 704240, 704340, 704440, 704540, 704640, 704850, 704950, 705050, 705150, 705250, 705340, 705440, 705540, 705640, 707050" of the BEVELED ARCS™ collection;

WHEREAS, a U.S. Copyright Certificate of Registration No. VA 1-415-353 was issued for the ENCASED GEMS™ Collection;

WHEREAS, Fine Art Lamps became aware of L&M's infringement of the intellectual property rights in Fine Art Lamps' BEVELED ARCS™ and ENCASED GEMS™ collections;

WHEREAS, on May 4, 2010, Fine Art Lamps filed a complaint under Section 337 of the Tariff Act of 1930, as amended, before the United States International Trade Commission ("USITC") in Washington, D.C., against L&M, under the caption of *In the Matter of Certain Lighting Products*, Inv. No. 337-TA-719 (the "Complaint filed before the USITC"), in which Fine Art Lamps sought an immediate investigation upon L&M with respect to the unlawful importation into the United States or the sale within the United States after importation by L&M of products that infringe Fine Art Lamps' protected intellectual property rights under the patent, trademark and copyright statutes (the "Infringing Products"). In the Complaint filed before the USITC, Fine Art Lamps requests a cease and desist order against L&M pursuant to Section 337(f) of the Tariff Act of 1930, as amended, prohibiting the importing, selling, marketing, advertising, distributing, offering for sale or transferring (except for exportation) of any of the Infringing Products, as well as an exclusion order for the Infringing Products to be excluded from entry into the United States (the "Relief Sought");

WHEREAS, on May 28, 2010, the USITC initiated its investigation in response to the Complaint filed before the USITC;

CONFIDENTIAL

WHEREAS, Fine Art Lamps and L&M desire to settle all obligations, disputes or differences arising out of L&M's manufacturing, importing, selling, distributing, or promoting the sale of the Infringing Products;

NOW, THEREFORE, for and in consideration of the performance by each party hereto of the obligations and covenants herein, including to avoid the uncertainty, costs, and delays of litigation, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties agree as follows:

1. Definitions. Words, as employed in this Agreement, shall have their normally accepted meanings, unless otherwise specified in this Agreement. The terms "herein," "hereof," and "hereunder," unless specifically limited, shall have reference to the entire Agreement. The words "shall" and "will" are mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting and the singular includes the plural and vice versa. The following terms used in this Agreement shall have the meanings set forth in this Section.

1.1 "Affiliated" shall mean any entity that controls, is controlled by, or is under common control with L&M. For purposes of this definition, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 "C&D Letter" shall mean the cease and desist letter dated May 7, 2010 sent by Fine Art Lamps' counsel to L&M.

1.3 "Complaint filed before the USITC" shall have the meaning set forth in the recitals.

1.4 "Confidential Information" shall have the meaning set forth in Section 5.

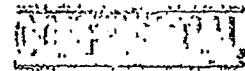
1.5 "Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

1.6 "Fine Art Lamps' Letters" shall mean the C&D Letter and the May 21 Letter, collectively.

1.7 "L&M Affiliates" shall mean L&M and its licensees, manufacturers, Affiliated persons and entities, and all parties acting under the direction of or at the request of L&M.

1.8 "May 21 Letter" shall mean the letter dated May 21, 2010, from Mauricio O. Muñiz-Luciano, Esq., counsel for Fine Art Lamps, to Frank B. La Fontaine, Esq., counsel for L&M.

1.9 "Relief Sought" shall have the meaning set forth in the recitals.



2. Settlement Terms.

3. Representations. L&M represents, warrants and covenants that:

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4. Mutual Releases.

4.1 In consideration of L&M's full compliance with the covenants set forth in this Agreement and the Fine Art Lamps' Letters, Fine Art Lamps fully and forever remises, releases and discharges L&M and any of its Affiliates from any claims, demands, suits, liabilities or causes of action, including existing copyright, patent and trademark infringement causes of action, which Fine Art Lamps has, had or may have against L&M Affiliates arising out of or related to the Relief Sought or the Complaint filed before the USITC; provided, however, that notwithstanding any terms and conditions of this Agreement to the contrary, this release shall not remise, release or otherwise discharge any claims, rights or obligations created by this Agreement or by any breach of this Agreement nor deprive Fine Art Lamps of any right to bring a future infringement action against L&M based on any future infringing events, including infringement of the BEVELED ARCS™ and ENCASED GEMS™ collections, as well as any other Fine Art Lamps' products included in its catalog, attached as Exhibit A to this Agreement.

4.2 In consideration of Fine Art Lamps' covenant set forth in this Agreement, L&M hereby fully and forever remise, release and discharge, with prejudice, Fine Art Lamps from any claims, demands, suits, liabilities or causes of action which L&M has, had or may have against Fine Art Lamps arising out of or related to the Relief Sought or the Complaint filed before the USITC; provided, however, that notwithstanding any terms and conditions of this Agreement to the contrary, this release shall not remise, release or otherwise discharge any claims, rights or obligations created by this Agreement. L&M shall be responsible to Fine Art Lamps for the acts or omissions of its Affiliates as if they were the acts or omissions of L&M.

4.3 This Agreement does not constitute in any manner an acknowledgment of guilt, fault, responsibility, obligation, or liability by either party and shall not be deemed admitted in evidence, except in any proceedings arising from non-compliance with its terms or conditions.

4.4 In the event that L&M fails to comply with any of its obligations under this Agreement or the Fine Art Lamps' Letters, Fine Art Lamps, at its own discretion, may exercise its right to immediately rescind this Agreement, including the release provided in Section 4.1, and pursue any and all of its claims against L&M related to the Infringing Products, including the continuation of the proceedings against L&M before the United States International Trade Commission or otherwise.

5. Confidentiality. Fine Art Lamps and L&M shall not at any time disclose any of the terms and conditions of this Agreement, or the content of the negotiations leading up to the execution of this Agreement (collectively, "Confidential Information") without the prior written consent of the other party, except each party may disclose the Confidential Information to its employees, agents, legal counsel, directors, officers, advisors, representatives and accountants who have a need to know the Confidential Information and who are obligated to maintain the confidentiality of the Confidential Information (hereinafter ("Authorized Representatives"). Notwithstanding the foregoing, the following disclosures are permitted and shall not be deemed Confidential Information:

5.1 Fine Art Lamps may publicly disclose the filing and existence of the Complaint filed before the USITC for infringement of its intellectual property rights, the fact of settlement related to the Relief Sought, and, without further details, the fact that L&M agreed to cease selling, offering for sale, or importing the Infringing Products without any admission of liability, or judicial or USITC determination. Such communication shall not expressly mention the name of L&M, its principal or any of its employees.

5.2 In the event that either party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, such party agrees to provide prompt written notice of the terms and surrounding circumstances of such request or requirement to the other party so that the other party may seek a protective order or take other appropriate action in order to protect or limit disclosure of Confidential Information.

5.3 As part of the joint request for a Consent Order, the parties shall file this Agreement with United States International Trade Commission with a request for a confidential treatment of the Agreement.

5.4 Fine Art Lamps may, at its own discretion, use all documents, products or information produced pursuant to Section 3 of this Agreement in any legal proceeding in any country, including with the United States International Trade Commission.

6. Further Assurances. Subject to Section 3.14 of this Agreement, each party shall, from time to time and upon the reasonable request of the other party, execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the purposes and terms and conditions of this Agreement.

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7. Notices. Any notice required or permitted under this Agreement, shall be in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof, (b) if by facsimile or e-mail transmission, upon electronic confirmation thereof, or (c) if by next day delivery service, upon such delivery. All notices shall be addressed as follows (or to such other address as either party may in the future specify in writing to the other):

In the case of Fine Art Lamps:

Fine Art Lamps
5772 Miami Lakes Drive East
Miami Lakes, FL 33014
Attn: Laura Goldblum
President and Chief Financial Officer
Fax: (305) 675-2236
E-Mail: lgoldblum@fineartlamps.com

In the case of L&M:

Lights and More
170 F.D. Roosevelt Avenue
San Juan, PR 00918
Attn: Carlos Ugalde
President and Owner
Fax: 787-758-0022
E-Mail: lm@lightsandmore.com

With a copy to:

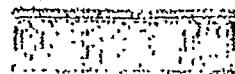
Mauricio O. Muñiz-Luciano, Esq.
O'Neill & Borges
American Int'l Plaza, Suite 800
250 Muñoz Rivera Ave.
San Juan, PR 00918
Fax: (787) 753-8944
E-Mail: mauricio.muniz@oneillborges.com

With a copy to:

Frank B. La Fontaine, Esq.
McConnell Valdés LLC
PO Box 364225
San Juan, PR 00936-4225
Fax: (787) 759-2774
E-Mail: fl@mcvpr.com

8. Headings. The section and other headings contained in this Agreement are intended solely for convenience of reference and are not intended to be part of or affect the meaning or interpretation of this Agreement.

9. Injunctive Relief. Fine Art Lamps and L&M each agree that in the event of any breach or threatened breach of any provision of this Agreement, in addition to any other remedies it may have, the other party will be entitled to equitable relief, including, without limitation, specific performance and injunctive relief. Except as expressly prohibited by Section 4, Mutual Releases, of this Agreement, each party expressly reserves all of its rights with respect to all actions, defenses and claims that are not arising out of or related to the Relief Sought or the Complaint filed before the USITC. Furthermore, and without limiting the foregoing, Fine Art Lamps specifically reserves the right to enforce its rights in the '038 patent, or any other patent or intellectual property rights to the extent that L&M and its Affiliates take any action violative of this Agreement. In this regard, L&M shall not raise res judicata, collateral estoppel, or any similar doctrine as a defense to any future lawsuit brought by Fine Art Lamps to enforce this Agreement. The prevailing party in any proceeding arising out of this Agreement shall recover, from the other party, its fees, costs and expenses, including attorneys' fees.



10. Assignment. The rights and obligations under this Agreement are not assignable or transferable by either party without the prior written consent of the other party. Any attempt by either party to assign or transfer its rights under this Agreement without the prior written consent of the other party shall be void *ab initio*. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their subsidiaries and affiliated companies, and their respective successors and permitted assigns.

11. Construction. This Agreement is the product of arms' length negotiations between the parties, each of whom have had ample opportunity to consult with their own legal counsel concerning the terms and conditions of this Agreement prior to the execution hereof. This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by Fine Art Lamps and L&M, and any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement.

12. Severability. If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal or unenforceable provision shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

13. Entire Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect in perpetuity. Each of the parties acknowledge that no other party, nor any agent or attorney of such other party has made any promises, representations, or warranties, whether express or implied, which are not contained in this Agreement. The recitals and all of the other terms and conditions of this Agreement are hereby incorporated into this Agreement and are contractual. This Agreement sets forth the entire understanding between Fine Art Lamps and L&M concerning the settlement related to the Relief Sought and supersedes all contemporaneous and prior negotiations, understandings, and agreements with respect to the settlement related to the Relief Sought, including the August 4, 2010 Memorandum of Understanding.

14. Governing Law. This Agreement is expressly applicable to and governs the rights and obligations of the parties in the United States, Puerto Rico, and throughout the world. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico, without giving effect to its conflict of laws provisions, as if this Agreement were negotiated, executed, delivered and performed solely in the Commonwealth of Puerto Rico. In the event legal action is necessary to address any breach or threatened breach of any provision of this Agreement, the prevailing party shall be awarded its attorneys' fees and costs.

15. Modification; No Waiver. No change, deletion, modification, amendment, supplement to or waiver of this Agreement shall be binding upon a party hereto unless made in writing and signed by duly authorized representatives of both parties. No delay or failure by any party in exercising or enforcing any of its rights or remedies hereunder, in whole or in part, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof in any other

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instance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

16. Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain the signatures of both parties, but all of which when taken together shall constitute one and the same document. The parties hereby agree that, once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, digital) shall be considered an original.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed and delivered by their respective duly authorized representatives as of the Effective Date.

Blumberg Industries, Inc.
d/b/a Fine Art Lamps

Lights and More, Inc.

By: _____
Name: Laura Goldblum
Title: President and Chief Financial Officer

By: _____
Name: Carlos Ugalde
Title: President and Owner

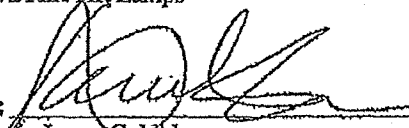
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Blumberg Industries, Inc.
d/b/a Fine Art Lamps

By: 
Name: Laura Goldblum
Title: President and Chief Financial Officer

Lights and More, Inc.


By: _____
Name: Carlos Ugalde
Title: President and Owner

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed and delivered by their respective duly authorized representatives as of the Effective Date.

Blumberg Industries, Inc.
d/b/a Fine Art Lamps

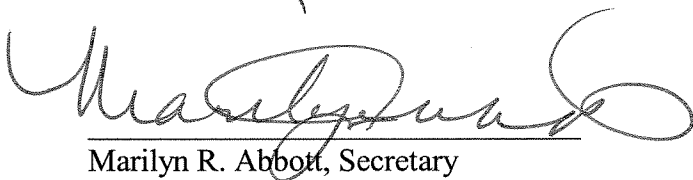
Lights and More, Inc.

By: _____
Name: Laura Goldblum
Title: President and Chief Financial Officer


By: _____
Name: Carlos Ugalde
Title: VicePresident

PUBLIC CERTIFICATE OF SERVICE

I, Marilyn R. Abbott, hereby certify that the attached **ORDER 7** has been served by hand upon, the Commission Investigative Attorney, **Anne Goalwin, Esq.** and the following parties as indicated on **September 23, 2010.**



Marilyn R. Abbott, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112A
Washington, D.C. 20436

**ON BEHALF OF COMPLAINANTS BLUMBERG INDUSTRIES, INC.
D/B/A FINE ARTS LAMPS:**

Mauricio O. Muriz-Luciano, Esq..
O'NEILL & BORGES
American International Plaza
250 Munoz Rivera Avenue, Suite 800
San Juan, Puerto Rico 00918-1813

- () Via Hand Delivery
- () Via Overnight Mail
- () Via First Class Mail
- () Other: _____

ON BEHALF OF RESPONDENTS LIGHTS & MORE, INC.:

Frank La Fontaine, Esq..
MCCONNELL VALDES, LLC
270 Munoz Rivera Avenue, 9th Floor
San Juan, PR 00918

- () Via Hand Delivery
- () Via Overnight Mail
- () Via First Class Mail
- () Other: _____

CERTIFICATE OF SERVICE - PAGE 2

PUBLIC MAILING LIST:

Heather Hall
LEXIS - NEXIS
9443 Springboro Pike
Miamisburg, OH 45342

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: _____

Kenneth Clair
THOMSON WEST
1100 Thirteenth Street, NW, Suite 200
Washington, D.C. 20005

- Via Hand Delivery
- Via Overnight Mail
- Via First Class Mail
- Other: _____