

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

KEV & COOPER LIMITED .  
LIABILITY COMPANY, .  
 .  
Plaintiff, . Case No. 22-cv-02029  
 .  
vs. . Newark, New Jersey  
 . February 26, 2024  
GLADWELL EDUCATION LLC, .  
 .  
Defendant. .

TRANSCRIPT OF SETTLEMENT HEARING  
BEFORE THE HONORABLE JOSÉ R. ALMONTE  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES (the parties appeared in person):

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1 (Commencement of proceedings)

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3 THE COURT: Good afternoon. This is Judge Almonte.  
4 We're on the record in the matter of Kev & Cooper versus  
5 Gladwell Education, Docket Number 22-2029.

6 May have the appearances, starting with plaintiff,  
7 please.

8 MR. MCCLAIN: Good afternoon, Your Honor. Scott  
9 McClain from the firm of Merle Brown & Nakamura for the  
10 plaintiff, Kev & Cooper LLC.

11 THE COURT: Thank you.

12 MR. KARCIOGLU: Zeynel Karcioglu from IPHorgan Law  
13 PC for the plaintiff, Kev & Cooper.

14 THE COURT: And is your client present in court?

15 MR. KARCIOGLU: The client is present, Your Honor.

16 THE COURT: Okay. Well, good afternoon to you.

17 MR. KARCIOGLU: Omer Copur.

18 THE COURT: And, I'm sorry. Repeat that one more  
19 time.

20 MR. KARCIOGLU: As represent- -- Kev & Cooper  
21 Limited Liability Company is represented by Omer Copur,  
22 spells O-m-e-r C-o-u-p -- C-o-p-u-r.

23 THE COURT: Thank you.

24 And for defendants?

25 MR. BRETZIUS: Good afternoon, Your Honor. Dan

1 Bretzius from Dan B Law on behalf of Gladwell Education. I'm  
2 joined today by Gloria Tsui-Yip, and the client is also  
3 present in the courtroom and represented by Sean [phonetic]  
4 Higgins and Ignacio Novaro [phonetic].

5 THE COURT: Good afternoon to all of you.

6 So the purpose of this proceeding is because the  
7 parties have reached a settlement in principle and at least  
8 one party wanted to put the terms on the record to avoid any  
9 confusion.

10 So with that said, let me turn to plaintiff to put  
11 the terms on the record.

12 Go ahead, sir.

13 MR. KARCIOGLU: Thank you, Your Honor. The  
14 elements of the settlement are as follows. The defendant  
15 hereby assigns all rights, title, and interest in and to the  
16 artworks that are the subject of this litigation, including  
17 any accrued claims and specifically with respect to a  
18 litigation that has been commenced by the defendant against a  
19 third party in the Central District of California that is  
20 pending. The plaintiff will hereafter have all rights,  
21 title, and interest in and to the intellectual property  
22 assets as well the inventory assets that are the subject of  
23 this litigation that are being held in storage.

24 In consideration for the assignment of the  
25 foregoing rights, the plaintiff will pay to the defendant

1 \$20,000, payable over four months with the initial payment to  
2 be made within five days and each subsequent payment being  
3 made 30 days thereafter.

4 The Court has graciously agreed to retain  
5 jurisdiction over the settlement agreement for a period of  
6 120 days.

7 The parties agree that each releases the other and  
8 its principals, attorneys, and affiliates of all claims that  
9 were brought or could have been brought in this case against  
10 one another.

11 The parties agree that all information concerning  
12 this settlement agreement will remain confidential subject to  
13 subpoena or other court order.

14 The confidentiality obligation also extends to any  
15 information learned by each party with respect to one  
16 another's business during the course of this litigation.

17 The defendant stipulates that it will not engage in  
18 or assist anyone to engage in, directly or indirectly, the  
19 sales of rugs whether online or otherwise anywhere in the  
20 world. This stipulation binds the principals of the  
21 defendant as well as any affiliates or related companies.

22 Each party will bear its own attorneys' fees in  
23 this litigation. And to the extent there's a breach of the  
24 settlement agreement, each party will have those rights with  
25 respect to attorneys' fees that it would have -- that may

1 arise or be available under statute.

2 Did I miss anything, folks?

3 MR. BRETZIUS: That last part was covered by the  
4 120-day retaining jurisdiction and therefore should be struck  
5 from your proposed agreement.

6 MR. KARCIOGLU: Well, what about the stipulation to  
7 not engage.

8 MR. BRETZIUS: With regards to attorneys' fees  
9 under statute.

10 MR. KARCIOGLU: Yeah. I mean, if it exists.

11 MR. BRETZIUS: I thought we had agreed the Court  
12 was going to retain jurisdiction for 120 days at which point,  
13 the parties would indicate compliance with the settlement  
14 agreement and the case would be finished --

15 MR. KARCIOGLU: That's fine.

16 MR. BRETZIUS: -- or the Court would reopen. That  
17 is fine.

18 MR. KARCIOGLU: But the stipulation to not  
19 participate in the rug business continues, it survives  
20 termination.

21 MR. BRETZIUS: Correct.

22 THE COURT: Okay.

23 Mr. Bretzius, any other concerns or objection to  
24 plaintiff's recitation of the terms and continues besides  
25 what you put on the record?

1 MR. BRETZIUS: No, Your Honor.

2 THE COURT: All right. Very good. Thank you very  
3 much for your time, everyone. This matter is deemed settled.

4 As I mentioned, I will retain jurisdiction for 120  
5 days.

6 But just to clear up the docket, though, I will  
7 administratively terminate the matter. That doesn't mean  
8 that you couldn't come back within the 120-day period and ask  
9 me to reopen the case should something require that.

10 MR. KARCIOGLU: Your Honor, I am not sure that I  
11 indicated that neither side admits any liability in this  
12 matter.

13 THE COURT: Okay.

14 MR. BRETZIUS: Defendants accept that as well.

15 THE COURT: All right. Very well.

16 Anything else we need to put on the record for  
17 plaintiff?

18 MR. KARCIOGLU: No, Your Honor. We very much  
19 appreciate the Court's engagement and guidance in this  
20 matter.

21 THE COURT: Absolutely. My pleasure.

22 Anything else for defendants?

23 MR. BRETZIUS: No, Your Honor. Thank you for your  
24 time.

25 THE COURT: All right. Thank you all. And good

1 luck.

2 UNIDENTIFIED SPEAKERS: Thank you.

3 (Conclusion of proceedings)

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|Settlement Hearing  
|22-cv-02029, February 26, 2024  
|Certification

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Certification

I, SARA L. KERN, Transcriptionist, do hereby certify that the 9 pages contained herein constitute a full, true, and accurate transcript from the official electronic recording of the proceedings had in the above-entitled matter; that research was performed on the spelling of proper names and utilizing the information provided, but that in many cases the spellings were educated guesses; that the transcript was prepared by me or under my direction and was done to the best of my skill and ability.

I further certify that I am in no way related to any of the parties hereto nor am I in any way interested in the outcome hereof.

s/ *Sara L. Kern*

1st of March, 2024

\_\_\_\_\_  
Signature of Approved Transcriber

\_\_\_\_\_  
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