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JS-6







10 **THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12	CHANEL, INC., et al.	)	Case No. CV 09-6637 CAS (CTx)
13	Plaintiffs,	)	<b>STIPULATED CONSENT FINAL</b>
14	v.	)	
15	JENNIFER SPECTOR a/k/a	)	<b>INJUNCTION</b>
16	JENNIFER HELLER, et al.	)	
17	Defendants.	)	<b>2009</b>
18		)	
19		)	
20		)	
21		)	
22		)	
23		)	
24		)	
25		)	
26		)	

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19 Plaintiffs, Chanel, Inc., a New York corporation ("Chanel") and Gucci  
 20 America, Inc., a New York corporation ("Gucci"), Balenciaga Corporation France,  
 21 a foreign business entity ("Balenciaga"), Bottega Veneta International, S.A.R.L., a  
 22 foreign business entity ("Bottega"), and Yves Saint Laurent America, Inc., a New  
 23 York corporation ("YSL") (collectively the "Plaintiffs"), and the Defendants,  
 24 Jennifer Spector a/k/a Jennifer Heller ("Spector") and Janith Maria Neveu a/k/a Jan  
 25 Neveu ("Neveu"), individually and jointly, d/b/a 2forspecs d/b/a Fab-bags.com  
 26 d/b/a Handbagmusthaves.com d/b/a Handbagsrock.com d/b/a Greatdeals-Onstuff  
 d/b/a OCI d/b/a OCI Legal and Occupational Concepts, Inc., a California

1 corporation d/b/a 2forspecs d/b/a Fab-bags.com d/b/a Handbagmusthaves.com  
2 d/b/a Handbagsrock.com d/b/a Greatdeals-Onstuff d/b/a OCI d/b/a OCI Legal  
3 (“Occupational Concepts”)(collectively the “Fab-bag Defendants”) stipulate and  
4 consent to the following:

5 WHEREAS, the Fab-bag Defendants are alleged to have adopted and began  
6 using trademarks in the United States which infringe and dilute the distinctive  
7 quality of Chanel’s registered trademarks: , , , , and CHANEL  
8 (collectively the “Chanel Marks”), GG MONOGRAM, GUCCI and HALF  
9 HORSEBIT Design (collectively the “GUCCI Marks”), BALENCIAGA and  
10 PURSE DESIGN (collectively the "Balenciaga Marks"), BOTTEGA VENETA (the  
11 "Bottega Mark"), and , YVES SAINT LAURENT, YSL, and   
12 (collectively the “YSL Marks”) (collectively the “Plaintiffs’ Respective Marks”);

13 WHEREAS, the Fab-bag Defendants’ use of names, or marks which are  
14 identical to, or substantially indistinguishable from the Plaintiffs’ Respective Marks  
15 is likely to cause confusion as to the source or origin of the Fab-bag Defendants’  
16 products, and will further dilute the distinctive quality of the Plaintiffs’ Respective  
17 Marks;

18 WHEREAS, the Fab-bag Defendants stipulate to the transfer to Plaintiffs all  
19 ownership and rights in the domain names HandbagMustHaves.com and  
20 HandbagsRock.com (the “Subject Domain Names”). The Fab-bag Defendants will  
21 assist Plaintiffs as necessary and empower them to act on their behalf with  
22 registrars to complete the transfer and/or shutdown of the Subject Domain Names;  
23 and

24 WHEREAS, based upon each Plaintiff’s good faith prior use of their  
25 Respective Marks, the Plaintiffs have superior rights and exclusive rights in and to  
26 the Plaintiffs’ Respective Marks in the United States and any confusingly similar  
names or marks.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1           1.     The Fab-bag Defendants, their respective officers, agents, servants,  
2 employees, and all persons in active concert and participation with them are hereby  
3 permanently restrained and enjoined from intentionally and/or knowingly:

4           A.     manufacturing or causing to be manufactured, importing,  
5 advertising, or promoting, distributing, selling or offering to sell counterfeit and  
6 infringing goods bearing the Plaintiffs' Respective Marks;

7           B.     using the Plaintiffs' Respective Marks in connection with the  
8 sale of any unauthorized goods;

9           C.     using any logo and/or layout which may be calculated to falsely  
10 advertise the services or products of the Fab-bag Defendants as being sponsored by,  
11 authorized by, endorsed by, or in any way associated with the Plaintiffs;

12          D.     falsely representing themselves as being connected with the  
13 Plaintiffs, through sponsorship or association;

14          E.     engaging in any act which is likely to falsely cause members of  
15 the trade and/or of the purchasing public to believe any goods or services of the  
16 Fab-bag Defendants, are in any way endorsed by, approved by and/or associated  
17 with the Plaintiffs;

18          F.     using any reproduction, counterfeit, copy, or colorable imitation  
19 of the Plaintiffs' Respective Marks in connection with the publicity, promotion,  
20 sale, or advertising of any goods sold by the Fab-bag Defendants, including,  
21 without limitation, handbags, wallets, shoes and other goods;

22          G.     affixing, applying, annexing or using in connection with the sale  
23 of any goods, a false description or representation, including, words or other  
24 symbols tending to falsely describe or represent the Fab-bag Defendants' goods as  
25 being those of the Plaintiffs, or in any way endorsed by the Plaintiffs;

26          H.     offering such goods in commerce; and from otherwise unfairly  
competing with the Plaintiffs;

I.     secreting, destroying, altering, removing, or otherwise dealing

1 with the unauthorized products or any books or records which contain any  
2 information relating to the importing, manufacturing, producing, distributing,  
3 circulating, selling, marketing, offering for sale, advertising, promoting, renting or  
4 displaying of all unauthorized products which infringe the Plaintiffs' Respective  
5 Marks; and

6 J. effecting assignments or transfers, forming new entities or  
7 associations or utilizing any other device for the purpose of circumventing or  
8 otherwise avoiding the prohibitions set for in subparagraphs (A) through (I).

9 2. Plaintiffs shall have the right to seek sanctions for contempt,  
10 compensatory damages, injunctive relief, attorney's fees, costs and any other relief  
11 deemed proper in the event of a violation or failure by the Fab-bag Defendants to  
12 comply with any of the provisions hereof.

13 3. This cause between the Plaintiffs and the Fab-bag Defendants is  
14 hereby dismissed, with prejudice, subject to the terms of the Settlement Agreement  
15 between the parties.

16 4. The parties' respective attorney's fees and costs incurred in connection  
17 with this action shall be borne as per the agreement of the individual parties of their  
18 Settlement Agreement.

19 5. The Subject Domain Names are hereby immediately transferred to  
20 Plaintiffs with all ownership, right, title and interest in and to all of the Subject  
21 Domain Names. The Fab-bag Defendants will assist Plaintiffs as necessary to  
22 complete the immediate transfer of the Subject Domain Names by unlocking the  
23 Subject Domain Names to be transferred with the current registrar and provide the  
24 Authorization Code (EPP code) for those domain names to Plaintiffs' counsel,  
25 Kevin Lussier, Esq.

26 6. Should the Fab-bag Defendants fail to voluntarily transfer the  
appropriate Subject Domain Names as required by herein within fifteen (15) days  
of entry of this Order, the Subject Domain Names are hereby ordered to be

1 immediately transferred by the Fab-bag Defendant's assignees and/or successors in  
2 interest or title, and/or the Registrars to Plaintiffs' control. To the extent the then  
3 current Registrars do not transfer the Subject Domain Names to Plaintiffs' control  
4 within seven (7) days of receipt of a copy of this Judgment, the United States based  
5 Registry shall, within thirty (30) days of receipt of a copy of this Judgment, transfer  
6 the Subject Domain Names to a United States based Registrar of Plaintiffs'  
7 choosing, and that Registrar shall transfer the Subject Domain Names to Plaintiffs.

8 7. Any products bearing the Plaintiffs' Respective Marks at issue in this  
9 proceeding currently in the possession, custody and/or control of the Fab-bag  
10 Defendants will be surrendered to Plaintiffs' counsel for destruction at the  
11 Plaintiffs' instruction.

12 8. This Court will retain continuing jurisdiction over this cause (1) to  
13 construe, enforce or implement the terms of this Judgment and Permanent  
14 Injunction upon application by any party; and (2) for the purpose of making any  
15 orders that are necessary or proper for the construction, modification or  
16 enforcement of this Judgment and Permanent Injunction, or for the punishment of  
17 any violation thereof.

18 IT IS SO ORDERED:

19 DATED: November 23, 2010

20   
21 \_\_\_\_\_  
22 CHRISTINA A. SNYDER  
23 United States District Court Judge  
24  
25  
26