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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MOROCCANOIL, INC., a California corporation,

Plaintiff,

v.

SAEROM COSMETICS, LTD, a Korean business entity; and DOES 1 through 10, Inclusive,

Defendants.

CASE NO. CV-11-6312-JFW- FFMx

JUDGMENT AND PERMANENT INJUNCTION

Assigned For All Purposes:
John F. Walter

Date: May 14, 2012
Time: 1:30 pm
Ctrm: 16

Trial Date: None
Complaint Filed: August 1, 2011

1 This action having been commenced by Plaintiff Moroccanoil, Inc.
2 (“Moroccanoil”) against Defendant Saerom Cosmetics, Ltd. (“Saerom”), and
3 Moroccanoil having served the Summons and Complaint on Saerom and a proof of
4 service of the Complaint having been filed on August 3, 2011 and Saerom having failed
5 to answer the Complaint or appear in any way, and the time for answering the
6 Complaint having past; and

7
8 Moroccanoil having shown, the following:

9
10 1. Moroccanoil owns all right, title and interest in and to the following marks
11 used in connection with the Moroccanoil products, collectively the “Moroccanoil
12 Trademarks”:

13
14 A. the word “Moroccanoil” (USPTO Registration No.
15 3,478,807);

16
17 B. “M Moroccanoil Design” (vertical) - with the word Moroccanoil in white
18 lettering written vertically with the letter M in orange written horizontally
19 on the right side (USPTO Registration No. 3,684,910); and

20
21 C. “M Moroccanoil Design” (horizontal) - with the word Moroccanoil in
22 white lettering written horizontally across the orange letter M (USPTO
23 Registration No. 3,684,909).

24
25 2. Moroccanoil owns all right, title and interest in and to the following trade
26 dress used in connection with the Moroccanoil products, collectively the “Moroccanoil
27 Trade Dress”:

- 1 A. the word “Moroccanoil” in white, letters arranged vertically on the left
2 side of the front label;
3
4 B. the use of amber colored, druggist-style bottles with black screw-on caps;
5
6 C. a vertical sealing strip connecting the cap to the bottle; and
7
8 D. the prominent use of the color turquoise blue.

9
10 2. Saerom is offering for sale and/or selling products which infringe
11 Moroccan’s Trademarks and Trade Dress to buyers in the United States, including in
12 this Judicial District; and
13

14 3. The Clerk of this Court having entered a Default against Saerom on
15 January 30, 2012; and
16

17 4. Moroccanoil having moved for entry of default; and so the Court
18

19 HEREBY FINDS that Saerom is liable for federal trademark infringement under
20 15 U.S.C. §§ 1114 & 1125 and accordingly
21

22 IT IS HEREBY ORDERED that Moroccan’s Motion for Default Judgment is
23 GRANTED in its entirety and this Final Judgment is entered against Saerom.
24

25 IT IS FURTHER ORDERED that Saerom, and its owners, officers, agents,
26 attorneys, representatives and assigns, and all those in active concert or participation
27 with any of them, are permanently restrained and enjoined from:
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a. Using any advertisement, label, package, sign, written solicitation, printed material, electronic media, television broadcast or video broadcast that shows, uses, or incorporates any copy, reproduction, or colorable imitation of the Moroccanoil Trademarks that could cause a likelihood of confusion with Moroccanoil or suggest the sponsorship or endorsement of Moroccanoil, anywhere in the world so long as any of the Moroccanoil Trademarks are being used by Moroccanoil or any successor in interest;

b. using any advertisement, label, package, sign, written solicitation, printed material, electronic media, television broadcast or video broadcast that shows, uses, or incorporates any copy, reproduction, or colorable imitation of the Moroccanoil Trade Dress that could cause a likelihood of confusion with Moroccanoil or suggest the sponsorship or endorsement of Moroccanoil, anywhere in the world so long as the Moroccanoil Trade Dress is being used by Moroccanoil or any successor in interest;

c. using Moroccanoil’s Trademarks or any reproduction, counterfeit, copy or colorable imitation of Moroccanoil’s Trademarks in connection with the importation, distribution, advertising, offer for sale, and/or sale of merchandise, including any products similar to the product pictured below;

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d. using Moroccanoil’s Trade Dress or any reproduction, counterfeit, copy or colorable imitation of Moroccanoil’s Trade Dress in connection with the importation, distribution, advertising, offer for sale, and/or sale of merchandise, including any products similar to the product pictured above; and

e. Soliciting, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above Sub-Paragraphs a, b, c, and d.

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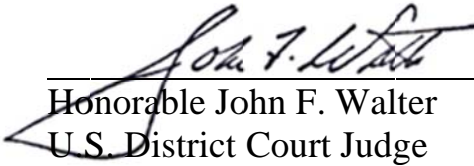
IT IS FURTHER ORDERED that:

1. The Court shall retain jurisdiction to enforce the terms of the Permanent Injunction in this matter.

2. All remaining claims between the parties are dismissed with prejudice.

Final judgment is hereby entered, with no award of monetary damages, and with each party responsible for its own costs and attorney fees.

Dated: May 7, 2012



Honorable John F. Walter
U.S. District Court Judge