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11 Attorneys for Defendants ECLUB.COM, INC. and  
12 JOSEPH CHEON

13 **THE UNITED STATES DISTRICT COURT**  
 14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 CHANEL, INC., ) Case No. CV 12-01275 GAF (RZx)  
 16 a New York corporation, )

17 Plaintiff, )

18 v. )

**STIPULATED CONSENT FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**


19 ECLUB.COM, INC., et al. )

20 Defendants. )  
21 )  
22 )  
23 )

24  
 25 Plaintiff, Chanel, Inc. (“Chanel”) and Defendants, Eclub.com, Inc., a  
 26 California Corporation, and Joseph S. Cheon, an individual, individually and  
 27 jointly, d/b/a Eclub.com d/b/a Eclub d/b/a Eclub Company d/b/a Body Jewelry  
 28 Factory d/b/a Bodyjewelryfactory.com d/b/a Barbellplus.com d/b/a

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A PROFESSIONAL CORPORATION

1 Hecoolshecool.com d/b/a Shecoolhecool.com (collectively the “Defendants”)  
2 stipulate and consent to the following:

3 **WHEREAS**, the Defendants adopted and began using trademark in the  
4 United States which infringe and dilute the distinctive quality of Chanel’s various  
5 registered trademark:  (the “Chanel Mark”) as identified in Paragraph 7 of  
6 Chanel’s Complaint;

7 **WHEREAS**, the Defendants’ use of names and marks which are  
8 identical to, or substantially indistinguishable from the Chanel Mark is likely to  
9 cause confusion as to source or origin of the Defendants’ products, and will further  
10 dilute the distinctive quality of the Chanel Mark;

11 **WHEREAS**, without the admission of any liability, the parties desire to  
12 settle and have amicably resolved their dispute to each of their satisfaction; and

13 **WHEREAS**, based upon Chanel’s good faith prior use of the Chanel Marks,  
14 Chanel has superior and exclusive rights in and to the Chanel Mark in the United  
15 States and any confusingly similar names or marks.

16 IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

17 1. The Defendants and their respective officers, agents, servants,  
18 employees and attorneys, and all persons in active concert and participation with  
19 them are hereby permanently restrained and enjoined from intentionally and/or  
20 knowingly:

- 21 A. manufacturing or causing to be manufactured, importing,  
22 advertising, or promoting, distributing, selling or offering to sell  
23 counterfeit and infringing goods bearing the Chanel Mark;
- 24 B. using the Chanel Mark in connection with the sale of any  
25 unauthorized goods;
- 26 C. using any logo, and/or layout which may be calculated to falsely  
27 advertise the services or products of the Defendants as being  
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- sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- D. falsely representing the Defendants as being connected with the Plaintiff, through sponsorship or association,
  - E. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the Defendants, are in any way endorsed by, approved by, and/or associated with the Plaintiff;
  - F. using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Mark in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendants, including, without limitation, costume jewelry, including earrings;
  - G. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent the Defendants' goods as being those of the Plaintiff, or in any way endorsed by the Plaintiff;
  - H. offering such goods in commerce; and from otherwise unfairly competing with the Plaintiff.
  - I. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Chanel Mark; and

1 J. effecting assignments or transfers, forming new entities or  
2 associations or utilizing any other device for the purpose of  
3 circumventing or otherwise avoiding the prohibitions set forth in  
4 subparagraphs (A) through (I).

5 2. Plaintiff shall have the right to seek sanctions for contempt,  
6 compensatory damages, injunctive relief, attorneys' fees, costs, and such other  
7 relief deemed proper in the event of a violation or failure by the Defendants to  
8 comply with any of the provisions hereof. The prevailing party in any such  
9 proceeding shall be entitled to recover its attorneys' fees and costs.

10 3. The causes of action between Chanel and the Defendants are hereby  
11 dismissed with prejudice, subject to the terms of the Settlement Agreement between  
12 the parties. This Consent Final Judgment shall be conclusive for purposes of  
13 collateral estoppel regarding all issues that have been or could have been brought  
14 on the same operative facts.

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

18 5. This Court will retain continuing jurisdiction over this cause to enforce  
19 the terms of this Consent Final Judgment and the Settlement Agreement between  
20 the parties.

21 6. All counterfeit Chanel branded products seized on February 17, 2012  
22 and/or any Chanel branded products currently in the possession, custody and/or  
23 control of the Defendants required to be surrendered to Chanel under the terms of  
24 the parties' settlement, shall be destroyed under the direction of Chanel.

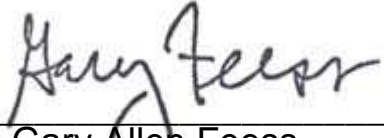
25 7. Pursuant to the parties' stipulation that Seventy Thousand Dollars  
26 (\$70,000.00) of the funds restrained pursuant to the Court's Order, dated February  
27 16, 2012 (e-docket 14) became the legal and equitable property of Chanel on that  
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date, Paypal, Inc. (“Paypal”) is ordered to immediately (1) release Seventy  
Thousand Dollars (\$70,000.00) of the funds restrained pursuant to the Court’s  
Order, dated February 16, 2012 (e-docket 14) to Plaintiff, Chanel, Inc.; and (2)  
upon transfer of the funds to Chanel as required herein, release any remaining funds  
subject to the Court’s Order, dated February 16, 2012 (e-docket 14), back to the  
possession, custody and control of the Defendants in accordance with Paypal’s  
operating procedures and contract for services with any of the Defendants.

**IT IS SO ORDERED.**

Dated: April 18, 2013

  
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Hon. Gary Allen Feess  
United States District Judge