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JS-6

NOTE: CHANGES MADE BY THE COURT

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12 Attorneys for Defendant ROSITA RAHMANI

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

16 CHANEL, INC.,  
 a New York corporation,  
 17  
 Plaintiff,

18 v.

19 ROSITA RAHMANI, an individual,  
 20 d/b/a PASSION4FASHIONLESS d/b/a  
 SHOP\_AUTHENTICFASHION4LESS  
 21 d/b/a 2001PUMPKIN, and DOES 1-10,

22 Defendants.

) Case No. CV 13-02622 GHK (JCGx)  
 )  
 ) **[PROPOSED] STIPULATED**  
 ) **CONSENT FINAL JUDGMENT**  
 ) **AND PERMANENT INJUNCTION**

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 28 )  
 Plaintiff, Chanel, Inc. (“Chanel”) and Defendant Rosita Rahmani, an individual, d/b/a passion4fashionless d/b/a shop\_authenticfashion4less d/b/a 2001pumpkin (“Defendant”) stipulate and consent to the following:

**STIPULATED CONSENT JUDGMENT AND PERMANENT INJUNCTION**

BERRY & LUSSIER  
A PROFESSIONAL CORPORATION

1       ~~WHEREAS~~, Defendant adopted and began using trademarks in the United  
2 States which infringe and dilute the distinctive quality of Chanel's various  
3 registered trademarks: CHANEL, ~~CC~~ and ~~CC~~ and as identified in Paragraph 7 of  
4 Chanel's Complaint filed herein (the "Chanel Marks");

5       ~~WHEREAS~~, Defendant's use of names and marks which are identical to, or  
6 substantially indistinguishable from the Chanel Marks is likely to cause confusion  
7 as to source or origin of Defendant's products, and will further dilute the distinctive  
8 quality of the Chanel Marks;

9       ~~WHEREAS~~, without the admission of any liability, the parties desire to  
10 settle and have amicably resolved their dispute to each of their satisfaction; and

11       ~~WHEREAS~~, based upon Chanel's good faith prior use of the Chanel Marks,  
12 Chanel has superior and exclusive rights in and to the Chanel Marks in the United  
13 States and any confusingly similar names or marks.

14       IT IS BASED on the parties' stipulation (dkt #12), ORDERED,  
15 ADJUDGED AND DECREED as between the parties that:

16       1. Defendant and her officers, agents, servants, employees and attorneys,  
17 and all persons in active concert and participation with them who shall receive  
18 actual notice of this injunction are hereby permanently restrained and enjoined from  
19 intentionally and/or knowingly:

- 20           A. manufacturing or causing to be manufactured, importing,  
21 advertising, or promoting, distributing, selling or offering to sell  
22 counterfeit and infringing goods bearing the Chanel Marks;
- 23           B. using the Chanel Marks in connection with the sale of any  
24 unauthorized goods;
- 25           C. using any logo, and/or layout which may be calculated to falsely  
26 advertise the services or products of Defendant as being  
27 sponsored by, authorized by, endorsed by, or in any way  
28 associated with Chanel;

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- D. falsely representing Defendant as being connected with Chanel, 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 Defendant, are in any way endorsed by, approved by, and/or associated with Chanel;
- F. using any counterfeit, **unauthorized reproduction** copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendant, including, without limitation, costume jewelry, including necklaces, key chains, and handbags;
- 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 Defendant's goods as being those of Chanel, or in any way endorsed by Chanel;
- H. offering such goods in commerce, and from otherwise unfairly competing with Chanel;
- 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 Marks; and
- J. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of

1 circumventing or otherwise avoiding the prohibitions set forth in  
2 subparagraphs (A) through (I).

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

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

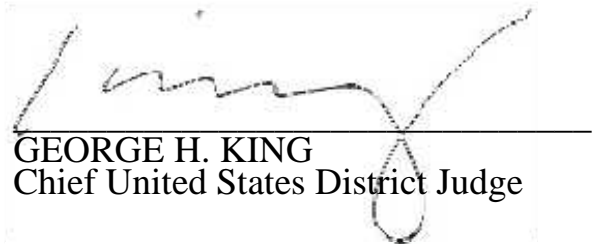
13 4. The parties' respective attorney's fees and costs incurred in connection  
14 with this action shall be borne as per the agreement of the individual parties in their  
15 Settlement Agreement.

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

19 6. All infringing and counterfeit Chanel branded products surrendered by  
20 Defendant to Chanel under the terms of the parties' settlement, shall be destroyed  
21 under the direction of Chanel.

22 **IT IS SO ORDERED.**

23 Dated: 2/2, 2014

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GEORGE H. KING  
Chief United States District Judge