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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

10 MOROCCANOIL, INC., a California  
11 corporation,

12 Plaintiff,

13 v.

14 BLUE MOON BEAUTY LLC, a New  
15 Jersey Limited Liability company;  
16 SEGON SHIN, an individual; and does  
1 through 10 inclusive,

17 Defendants.

CASE No. CV 13-2676 DMG (AGR<sub>x</sub>)

**STIPULATED FINAL JUDGMENT  
AND PERMANENT INJUNCTION  
[15]**

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19 Based upon the Stipulation signed by counsel for Plaintiff Moroccanoil, Inc.,  
20 (“Moroccanoil”) and counsel for Defendants Blue Moon Beauty LLC and Segon  
21 Shin (“Defendants”) for a Final Judgment in this action, the Court enters this Final  
22 Judgment including a Permanent Injunction prohibiting the Defendant from  
23 infringing Plaintiff’s intellectual property, including U.S. Patent and Trademark  
24 Office (“USPTO”) Registration Numbers 3,478,807; 3,684,909; 3,684,910 and  
25 4,057,947 (“Moroccanoil Trademarks”); and USPTO Application Serial Nos.  
26 85/684,735; 85/684,740; and 85/684,742 (“Moroccanoil Trade Dress”) as part of a  
27 comprehensive settlement.  
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Therefore, IT IS ORDERED that:

1. Defendants Blue Moon Beauty LLC and Segon Shin, their owners, officers, agents, servants, employees, attorneys, suppliers, distributors, and all those in active concert or participation with any of them, are permanently restrained and enjoined from:

a. Acquiring, purchasing, manufacturing, marketing, storing, transporting, distributing, dealing in, hypothecating, offering for sale or selling, directly or indirectly, any hair care or personal care product with the words “moroccan” or “morocco” (including any word confusingly similar to them) and the word “oil” (including any confusingly similar word), unless there are at least four other words between the word “moroccan” or “morocco” and the word “oil”. Any intervening four or more words between the words “morroccan” or “morocco” and the word “oil” must be of equal prominence in font, case, color and emphasis so that they are not diminished in perception relative to the words “moroccan” or “morocco” or the word “oil”;

b. Acquiring, purchasing, manufacturing, marketing, storing, transporting, distributing, dealing in, hypothecating, offering for sale or selling, directly or indirectly, any hair care or personal care product containing or advertised as containing argan oil that has one or more of the following features: (i) blue on any product packaging; (ii) amber-colored glass or plastic product packaging; (iii) orange graphic, design or text elements with the colors blue or green on any product packaging;

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- c. Acquiring, purchasing, manufacturing, marketing, storing, transporting, distributing, dealing in, hypothecating, offering for sale or selling, directly or indirectly, any hair care or personal care product with the word “Moroccan” or “Morocco” or any word confusingly similar to either of them anywhere on the packaging that also has one or more of the following features: (i) the color blue on any product packaging; (ii) amber-colored glass or plastic packaging; (iii) orange graphic, design or text elements with the colors blue or green on any product packaging;
  
- d. Using or otherwise infringing the Moroccanoil Trademarks;
  
- e. Using or otherwise infringing the Moroccanoil Trade Dress,
  
- f. Registering, owning, controlling, acquiring, selling or otherwise operating any domain name that contains the exact words “Moroccan” or “Morocco,” or any confusingly similar word, and the exact word “Oil” or any confusingly similar word;
  
- g. Acquiring, purchasing, manufacturing, marketing, storing, transporting, distributing, dealing in, offering for sale or selling, directly or indirectly, any product bearing any Moroccanoil Trademark or Moroccanoil Trade Dress, including any colorable imitation of an Moroccanoil Product and any Moroccanoil product on which any trademark, trade dress, number, serial number or code, registration number or code, matrix code, or other identifying symbol, mark or code that has been altered, defaced, damaged, obliterated, covered, removed,

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or in any way eliminated;

h. Infringing any copyright owned by Moroccanoil;

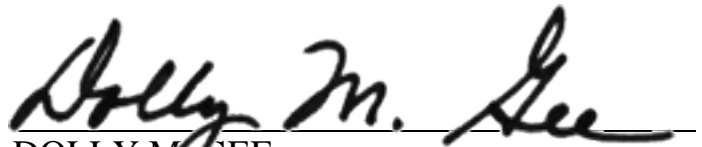
i. Causing, directing, soliciting, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (a) through (h).

2. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement of the Parties and the Permanent Injunction in this Judgment;

3. All remaining claims are dismissed with prejudice.

4. Final Judgment is hereby entered, with each party responsible for its own costs and attorneys fees.

DATED: June 19, 2013

  
DOLLY M. GEE  
UNITED STATES DISTRICT JUDGE

Submitted by:  
CONKLE, KREMER & ENGEL  
Professional Law Corporation

By: s/William C. Conkle/  
William C. Conkle  
Attorneys for Plaintiff Moroccanoil,  
Inc.