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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MOROCCANOIL, INC., a California corporation,

Plaintiff,

v.

AYET LAINE LLC, a California Limited Liability company doing business as MOUNA DE LAINE; MOUNA DE LAINE, an individual; and does 1 through 10 inclusive,

Defendant.

CIVIL ACTION No. CV13-2962 DMG (AGR_x)

STIPULATED FINAL JUDGMENT AND PERMANENT INJUNCTION [20]

Based upon the Stipulation signed by counsel for Plaintiff Moroccanoil, Inc., (“Moroccanoil”) and counsel for Defendants Ayet Laine LLC doing business as Mouna De Laine and Mouna De Laine (“Defendants”) for a Final Judgment in this action, the Court enters this Final Judgment including a Permanent Injunction prohibiting the Defendants from infringing Plaintiff’s intellectual property, including U.S. Patent and Trademark Office (“USPTO”) Registration Numbers 3,478,807; 3,684,909; 3,684,910 and 4,057,947 (“Moroccanoil Trademarks”); and USPTO Application Serial Nos. 85/684,735; 85/684,740; and 85/684,742 (“Moroccanoil Trade Dress”) as part of a comprehensive settlement.

1 Therefore, IT IS ORDERED that:

2

3 1. Defendants Ayet Laine LLC doing business as Mouna De Laine and
4 Mouna De Laine, their owners, officers, agents, servants, employees, attorneys,
5 suppliers, distributors, and all those in active concert or participation with any of them,
6 are permanently restrained and enjoined from:

7

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

19

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

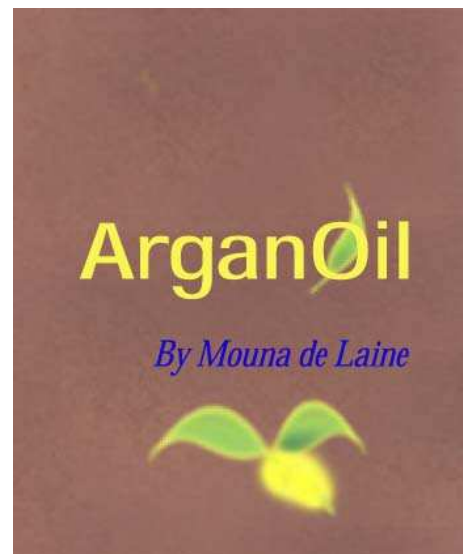
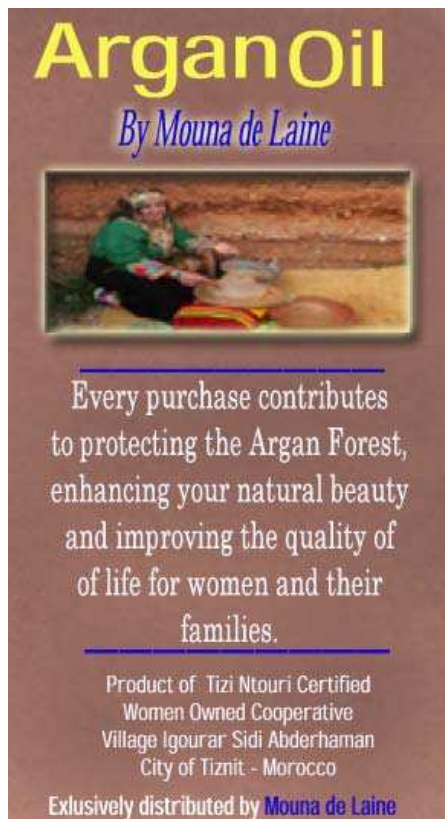
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- c. Acquiring, purchasing, manufacturing, marketing, storing, transporting, distributing, dealing in, hypothecating, offering for sale or selling, directly or indirectly, any hair care or personal care product with the word “Moroccan” or “Morocco” 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; and/or (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 any 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, or in any way eliminated;

- 1 h. Infringing any copyright owned by Moroccanoil;
2
3 i. Causing, directing, soliciting, assisting, aiding, or abetting any other
4 person or business entity in engaging in or performing any of the activities
5 referred to in the above paragraphs (a) through (h).
6
7 2. Notwithstanding the prohibitions in the above Paragraph 1, Defendants are
8 permitted to acquire, purchase, manufacture, market, store, transport, distribute, deal in,
9 hypothecate, offer for sale or sell, directly or indirectly, any hair care or personal care
10 product with the phrase “made with argan oil from Morocco” and to use the colors, text
11 and design in the labels depicted below.
12



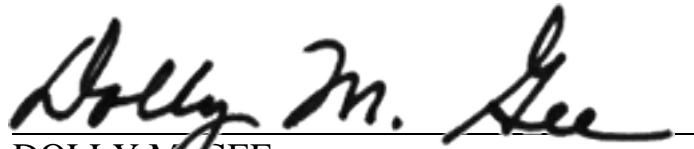
3. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement of the Parties and the Permanent Injunction in this Judgment;

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4. All remaining claims are dismissed with prejudice.

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

DATED: September 26, 2013


DOLLY M. GEE
UNITED STATES DISTRICT JUDGE

Submitted by:
CONKLE, KREMER & ENGEL
Professional Law Corporation

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