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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MOROCCANOIL, INC., a California corporation,

Plaintiff,

v.

GROUPON, INC., a Delaware corporation; PEARL ENTERPRISES, LLC, a New Jersey corporation d/b/a JR Trading Company; STAR BEST BUY INC, a New York corporation; BEAUTY IT IS INC., a New York corporation (DOE 1); BENZ DEALZ LLC, a Florida limited liability company (DOE 2); BINYOMIN LUBIN, an individual (DOE 3); OMAR MORENO, an individual (DOE 4); O SIGNATURE LLC, an Arizona limited liability company (DOE 5); and DOES 6 through 20, inclusive,

Defendants.

CASE No. CV15-08078-AB-MRW

**[PROPOSED] CONSENT  
JUDGMENT AND PERMANENT  
INJUNCTION**

Hon. André Birotte Jr.  
Presiding Judge

Hon. Michael R. Wilner,  
Magistrate Judge

Complaint filed: October 14, 2015  
Discovery Cutoff: June 30, 2017  
Final Pretrial Conf.: December 18, 2017  
Trial Date: January 9, 2018

1 WHEREAS Plaintiff MoroccanOil, Inc. (“MoroccanOil”), on the one hand,  
2 and Defendants Omar Moreno (“Moreno”) and O Signature LLC (“O Signature”),  
3 on the other hand, entered into and filed with this Court a Stipulation for Consent  
4 Judgment and Permanent Injunction (“Stipulation”) to resolve this action as between  
5 them.

6

7 WHEREAS MoroccanOil has alleged that it is the exclusive owner of USPTO  
8 Registration No. 3,478,807 for the trademark MOROCCANOIL.

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10 WHEREAS the parties have stipulated that from approximately March 2015  
11 to March 2016 Moreno and O Signature transacted in and offered for sale products  
12 bearing the MOROCCANOIL trademark or imitations thereof, including products  
13 identified variously as “MoroccanOil [sic] Hair Treatment Oil,” “Moroccan Oil [sic]  
14 Hair Treatment 3.4 oz Bottle with Blue Box,” “Regular Moroccan Oil [sic],” and  
15 “Light Moroccan Oil [sic],” which MoroccanOil contends is counterfeit or otherwise  
16 infringing (the “Accused Products”).

17

18 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED, AS  
19 BETWEEN MOROCCANOIL, ON THE ONE HAND, AND MORENO AND  
20 O SIGNATURE, ON THE OTHER HAND:

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22 1. This action arises under the United States Lanham Trademark Act, 15 U.S.C.  
23 §§ 1051, *et seq.*

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25 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
26 1338.

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1 3. This Court has personal jurisdiction over Moroccanoil, Moreno, and O  
2 Signature.

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4 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b).

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6 5. Effective as of the date of this Consent Judgment and Permanent Injunction  
7 (“Consent Judgment”), Moreno and O Signature and all of their respective parents,  
8 subsidiaries, affiliates, owners, principals, directors, officers, successors, assigns,  
9 agents, and all others acting in concert or participation with them, are to be  
10 permanently enjoined and restrained from directly or indirectly selling, offering for  
11 sale, transferring, distributing, brokering, or marketing any products bearing the  
12 MOROCCANOIL trademark or any imitation thereof.

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1 6. Within ten business days of this Consent Judgment, Moreno and O Signature  
2 shall each produce or make available for inspection to Moroccanoil the following  
3 documents and tangible things that are within Moreno and/or O Signature's  
4 possession, custody, and control, are found after a reasonably diligent search, and  
5 have not been previously produced in this matter: (a) all documents and  
6 correspondence exchanged between Moreno and/or O Signature and their respective  
7 suppliers of the Accused Products concerning the Accused Products, (b) all  
8 documents and correspondence exchanged between Moreno and/or O Signature and  
9 their respective buyers concerning the Accused Products and any other products  
10 bearing the MOROCCANOIL trademark or any imitation thereof, (c) all Accused  
11 Products, (d) all documents and correspondence concerning any investigation or  
12 testing of the Accused Products, (e) all documents and correspondence concerning  
13 any instance where Moreno and/or O Signature's suppliers of the Accused Products  
14 supplied Moreno and/or O Signature with goods that were suspected or confirmed to  
15 be counterfeit, and (f) all documents and correspondence exchanged between  
16 Moreno and/or O Signature and their respective buyers concerning Moreno and/or O  
17 Signature's policies and procedures for the inspection and testing of goods.

18  
19 7. Moroccanoil and Moreno and O Signature shall bear their own respective  
20 costs and attorneys' fees in this action.


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22 8. This Consent Judgment shall constitute the sole final judgment of all claims  
23 between Moroccanoil, on the one hand, and Moreno and O Signature, on the other  
24 hand, arising out of or related to Moreno and/or O Signature's sale and disposition  
25 of the Accused Products, inclusive of all legal and equitable remedies.

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1 9. The Court shall retain jurisdiction to enforce the terms of the parties'  
2 Stipulation and this Consent Judgment.

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Dated: February 14, 2017

  
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Honorable André Birotte Jr  
United States District Court Judge

Respectfully submitted,

Dated: February 9, 2017

Mark D. Kremer  
Eric S. Engel  
Evan Pitchford, members of  
CONKLE, KREMER & ENGEL  
Professional Law Corporation

/s/Evan Pitchford  
Evan Pitchford  
Attorneys for Plaintiff MoroccanOil, Inc.