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

11 MOROCCANOIL, INC., a California  
12 corporation,

13 Plaintiff,

14 v.

15 Groupon, Inc., a Delaware  
16 corporation; PEARL ENTERPRISES,  
17 LLC, a New Jersey corporation d/b/a JR  
18 Trading Company; STAR BEST BUY  
19 INC, a New York corporation;  
20 BEAUTY IT IS INC., a New York  
21 corporation (DOE 1); BENZ DEALZ  
22 LLC, a Florida limited liability  
23 company (DOE 2); BINYOMIN  
24 LUBIN, an individual (DOE 3); OMAR  
25 MORENO, an individual (DOE 4); O  
26 SIGNATURE LLC, an Arizona limited  
27 liability company (DOE 5); and DOES  
28 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 Binyomin Lubin (“Lubin”) and Benz Dealz LLC (“Benz Dealz”),  
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.

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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 July 2015 to  
11 August 2015, Lubin and Benz Dealz 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,” “Moroccan Oil [sic]  
14 Hair Treatment 3.4 oz Bottle with Blue Box,” “Regular Moroccan Oil [sic],” and  
15 “Moroccan Oil [sic], 3.4 oz /100 mL new, boxed,” which MoroccanOil contends is  
16 counterfeit or otherwise infringing (the “Accused Products”).

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18 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED, AS  
19 BETWEEN MOROCCANOIL, ON THE ONE HAND, AND LUBIN AND BENZ  
20 DEALZ, 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.

1 3. This Court has personal jurisdiction over Moroccanoil, Lubin, and Benz  
2 Dealz.

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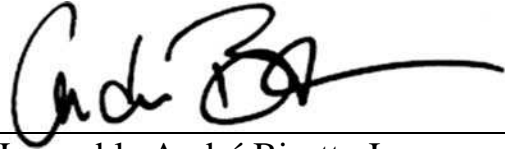
1 6. Within ten business days of this Consent Judgment, Lubin and Benz Dealz  
2 shall each produce or make available for inspection to Moroccanoil the following  
3 documents and tangible things that are within Lubin and/or Benz Dealz' possession,  
4 custody, and control, are found after a reasonably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

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19 7. Moroccanoil and Lubin and Benz Dealz shall bear their own respective costs  
20 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 Lubin and Benz Dealz, on the other  
24 hand, arising out of or related to Lubin and/or Benz Dealz' sale and disposition of  
25 the Accused Products, inclusive of all legal and equitable remedies.

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

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5 Dated: February 14, 2017

  
\_\_\_\_\_  
Honorable André Birotte Jr  
United States District Court Judge

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7  
8 Respectfully submitted,

9 Dated: February 14, 2017

10 Mark D. Kremer  
11 Eric S. Engel  
12 Evan Pitchford, members of  
13 CONKLE, KREMER & ENGEL  
14 Professional Law Corporation

15  
16 /s/Evan Pitchford  
17 Evan Pitchford  
18 Attorneys for Plaintiff Moroccanoil, Inc.  
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