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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] PERMANENT INJUNCTION AGAINST STAR BEST BUY INC. AND BEAUTY IT IS INC.

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 Having reviewed and considered the Stipulation for Judgment of Permanent
2 Injunction entered between Plaintiff Moroccanoil, Inc., a California corporation
3 (“Moroccanoil”) on the one hand, and Star Best Buy Inc., a New York corporation
4 and Beauty It Is Inc., a New York corporation (jointly and severally referred to as
5 “Star/Beauty”) on the other hand, IT IS HEREBY ORDERED AND
6 ADJUDICATED that:

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8 1. Moroccanoil distributes hair care, skin care and beauty products in the
9 United States bearing Moroccanoil trademarks and trade dress. Among the
10 trademarks that Moroccanoil owns are: “MOROCCANOIL” (U.S. Reg. No.
11 3,478,807), the horizontal “M Moroccanoil Design” (U.S. Reg. No. 3,684,909), and
12 the vertical “M Moroccanoil Design” (U.S. Reg. No. 3,684,910), which are
13 registered in the U.S. Patent and Trademark Office. All of Moroccanoil’s
14 trademarks are collectively referred to as “Moroccanoil Trademarks.” The phrase
15 “Moroccanoil Product” means all products of any nature that bear any Moroccanoil
16 Trademark, whether genuine or not.

17 2. A permanent injunction is hereby entered prohibiting Star/Beauty,
18 including without limitation Star/Beauty’s officers, directors, owners, partners,
19 agents, employees, successors, assignees, executors, trustees, receivers, conservators
20 or administrators, and all those in active concert or participation with any of them,
21 from directly or indirectly doing any of the following:

22 (a) Acquiring, purchasing, manufacturing, marketing, storing, transporting,
23 transferring, distributing, dealing in, hypothecating, brokering, offering for
24 sale, or selling any Moroccanoil Products anywhere in the world; and

25 (b) Causing, directing or assisting any other person to acquire, purchase,
26 manufacture, market, store, transport, transfer, distribute, deal in,
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hypothecate, broker, offer for sale, or sell any Moroccanoil Products anywhere in the world.

(c) Notwithstanding the preceding provisions of this Section 2, Star/Beauty's individual officers, directors, owners, partners, agents, employees, successors, assignees, executors, trustees, receivers, conservators and administrators may purchase small quantities of Moroccanoil Products on their own accounts and solely for personal household consumption.


3. This permanent injunction is the sole and final Judgment against Star/Beauty.

4. The Court hereby dismisses with prejudice all other claims against Star/Beauty from this action with prejudice; however, this Court retains exclusive jurisdiction for purposes of enforcement of this permanent injunction.

5. Each Star/Beauty and Moroccanoil shall each bear its own attorneys' fees, costs, and expenses incurred in or relating to this action.

IT IS SO ORDERED AND ADJUDICATED.

Dated: March 27, 2017



Honorable André Birotte Jr
United States District Court Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 3130 Wilshire Boulevard, Suite 500, Santa Monica, California 90403-2351.

On March 24, 2017, I served true copies of the following document(s) described as **[PROPOSED] PERMANENT INJUNCTION AGAINST STAR BEST BUY INC. AND BEAUTY IT IS INC.** on the interested parties in this action as follows:

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BY CM/ECF NOTICE OF ELECTRONIC FILING: I caused said document(s) to be served by means of this Court's electronic transmission of the Notice of Electronic Filing through the Court's transmission facilities, to the parties and/or counsel who are registered CM/ECF Users set forth in the service list obtained from this Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 24, 2017, at Santa Monica, California.

/s/Evan Pitchford
Evan Pitchford