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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MOROCCANOIL, INC. a California corporation,

Plaintiff,

v.

PERFUMES WORLD COM, INC. d/b/a "1-PERFUMES" a New Jersey corporation, and DOES 1-50, inclusive,

Defendant.

CASE No. CV16-03541-JFW-JC

JUDGMENT OF PERMANENT INJUNCTION

Hon. John F. Walter, Presiding Judge

Hon. Jacqueline Chooljian, Magistrate Judge

Action Filed: April 7, 2016
Pretrial Conf.: March 17, 2017
Trial Date: April 4, 2017

1 Having reviewed and considered the Stipulation for Entry of Permanent
2 Injunction between Plaintiff MoroccanOil, Inc., a California corporation
3 (“MoroccanOil”) and Defendant Perfumes World Com, Inc. d/b/a 1-Perfumes, a
4 New Jersey corporation (“Perfumes World”), IT IS HEREBY ORDERED AND
5 ADJUDICATED that:

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

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

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

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

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1 3. This permanent injunction is the sole and final Judgment against
2 Perfumes World. All other claims against Perfumes World are dismissed with
3 prejudice.

4 4. All remaining fictitiously named Defendants in the above-captioned
5 action are dismissed without prejudice.

6 5. Each party shall bear his or its own attorneys' fees, costs, and expenses
7 incurred in or relating to this action.

8 6. This Court retains exclusive jurisdiction for purposes of enforcement of
9 this permanent injunction.

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11 IT IS SO ORDERED AND ADJUDICATED.

12 DATED: February 28, 2017

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16 Respectfully submitted by:

17 /s/Eric S. Engel

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