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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CHANEL, INC.,  
  
Plaintiff,  
  
vs.  
  
EFREN CERON, et al.  
  
Defendants.

**Case No.:** 2:16-cv-06938-AB-PLA  
  
**[PROPOSED] CONSENT FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

Plaintiff Chanel, Inc. (“Plaintiff”) and Defendant Efren Ceron a/k/a Efren Ceron, Jr, an individual, d/b/a lecococaviar.com d/b/a @lecococaviar d/b/a lecococaviarstore d/b/a Le Coco Caviar d/b/a Le Coco Caviar, LLC (the “Defendant”), stipulate and consent to judgment as follows:

**WHEREAS**, Chanel owns the registered trademarks under the marks CHANEL, and  as identified in Paragraph 5 of Chanel’s Complaint and identified below: Chanel is the owner of the following trademarks (collectively, the “Chanel Marks”):

Trademark	Registration Number	Registration Date	Class(es)/Goods
	4,074,269	December 20, 2011	IC 9 - Protective covers for portable electronic devices, handheld digital devices, personal computers and cell phones IC 16 - Temporary tattoos IC 18 - Key cases
CHANEL	3,890,159	December 14, 2010	IC 09 - Cases for Telephones IC 18 - Key Cases

**WHEREAS**, the parties have amicably resolved their dispute to each of their satisfaction; and

**WHEREAS**, based upon Chanel’s good faith prior use of the Chanel Marks, Chanel has superior and exclusive rights in and to the Chanel Marks in the United States and any confusingly similar name or mark.

IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

1. The Defendant and his officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them, via (i) any domain name and/or website, including but, not limited to, lecococaviar.com, (ii) Youtube.com, (iii) Facebook.com, (iv) Instagram.com, (v) Twitter.com, (vi) Pinterest.com, and/or (vii) any other online marketplace, website, and/or social media site not specifically identified herein, are hereby permanently restrained and enjoined from intentionally and/or knowingly:

A. manufacturing or causing to be manufactured, importing,

1 displaying, advertising, or promoting, distributing, selling or  
2 offering to sell counterfeit and infringing goods bearing the  
3 Chanel Marks and/or using the images of products bearing the  
4 Chanel Marks;

5 B. using the Chanel Marks in connection with the sale of any  
6 unauthorized goods;

7 C. using any logo, and/or layout which may be calculated to falsely  
8 advertise the services or products of the Defendant as being  
9 sponsored by, authorized by, endorsed by, or in any way  
10 associated with the Plaintiff;

11 D. falsely representing the Defendant as being connected with the  
12 Plaintiff, through sponsorship or association,

13 E. engaging in any act which is likely to falsely cause members of  
14 the trade and/or of the purchasing public to believe any goods or  
15 services of the Defendant are in any way endorsed by, approved  
16 by, and/or associated with the Plaintiff;

17 F. using any reproduction, counterfeit, infringement, copy, or  
18 colorable imitation of the Chanel Marks in connection with the  
19 publicity, promotion, sale, or advertising of any goods sold by  
20 the Defendant, including, without limitation, cell phone cases;

21 G. affixing, applying, annexing or using in connection with the sale  
22 of any goods, a false description or representation, including  
23 words or other symbols tending to falsely describe or represent  
24 Defendant's goods as being those of Plaintiff, or in any way  
25 endorsed by Plaintiff or offering such goods in commerce; and  
26 from otherwise unfairly competing with the Plaintiff;

27 H. secreting, destroying, altering, removing, or otherwise dealing  
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with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Chanel Marks; and

I. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (A) through (H).

2. The parties' shall each bear their own attorney's fees and costs incurred in connection with this action.

3. This Court will retain continuing jurisdiction over this cause to enforce all terms of this Consent Final Judgment and the Confidential Settlement Agreement between the parties.

4. Judgment on all Counts of the Complaint is hereby awarded against the Defendant and in favor of Chanel. Damages in the amount of \$30,000.00 are hereby awarded to Chanel and against the Defendant.

5. Due to the circumstances giving rise to the filing of this action against the Defendant, the settlement funds due from him under the terms of the parties' Settlement Agreement and this Judgment constitute non-dischargeable debts under Section 523(a)(6) of the United States Bankruptcy Code, Title 11 U.S.C. §101, *et seq.*

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1           6. All products bearing the Chanel Marks at issue currently in the  
2 possession, custody and/or control of the Defendant, and surrendered to Chanel,  
3 shall be destroyed at the direction of Chanel.

4 IT IS SO ORDERED.

7 Dated: January 11, 2018



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André Birotte Jr.  
United States District Judge

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