

1 RAFFI ZEROUNIAN (SBN 236388)  
*rzerounian@hansonbridgett.com*  
2 JANIE L. THOMPSON (SBN 291622)  
*jthompson@hansonbridgett.com*  
3 425 Market Street, 26th Floor  
San Francisco, California 94105  
4 Telephone: (415) 777-3200  
Facsimile: (415) 541-9366  
5

Attorneys for Plaintiff  
6 MEGA CREATION, INC. dba LECHAT

7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9 **WESTERN DIVISION**

10 MEGA CREATION, INC. dba LeChat,  
a California corporation,  
11 Plaintiff,  
12  
v.  
13 ATICA NAILS, INC., a corporation;  
14 ALEXANDER RIVKIN, an individual;  
and DOES 1-5,  
15 Defendants.  
16

Case No. 2:16-CV-08670-JFW-JEM

**ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
DEFAULT JUDGMENT AND  
PERMANENT INJUNCTION**

Date: April 24, 2017  
Time: 1:30 p.m.  
Dept: Courtroom 7A  
Judge: Hon. John F. Walter

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18 Plaintiff Mega Creation, Inc. dba LeChat ("Plaintiff") has moved the Court  
19 for entry of default judgment against Defendant Atica Nails, Inc. ("Defendant") and  
20 asks this Court for a permanent injunction.

21 Plaintiff having appeared by its counsel, the motion for default judgment  
22 having been fully briefed, the Court having duly considered the papers, relevant  
23 authorities, and supporting documents, and good cause appearing therefor, the Court  
24 hereby enters final judgment against Defendant Atica Nails, Inc. and **ORDERS,**  
25 **ADJUGES, and DECREED** that:

26 Plaintiff's Motion for Default Judgment is **GRANTED.**

27 It is further **ORDERED** that:

- 28 1. Defendant, and its officers, agents, servants, employees,

1 representatives, attorneys, their successors and assigns, and all other persons, firms,  
2 or corporations in active concert or participation with Defendant who receive notice  
3 hereof, including but not limited to all subsidiaries, affiliates, licensees, employees,  
4 or assigns of Defendant, be permanently enjoined from:

5 (a) directly or indirectly infringing the LeChat Marks (as defined in  
6 Plaintiff's Motion for Default Judgment) or LeChat Trade Dress (as  
7 defined in Plaintiff's Motion for Default Judgment) in any manner, and  
8 specifically:

9 (1) using the LeChat Marks or LeChat Trade Dress, or any  
10 reproduction, counterfeit, copy, or colorable imitation of the  
11 LeChat trademarks or trade dress, in connection with the  
12 offering, promotion, marketing, or sale of any non-genuine  
13 LeChat products or services;

14 (2) applying the LeChat Marks or LeChat Trade Dress, or any  
15 reproduction, counterfeit, copy or colorable imitation of the  
16 LeChat trademarks or trade dress, to any advertisement, website,  
17 point of purchase materials, catalogue, brochure, sign, print,  
18 press release, or other material used in connection with the  
19 promotion, sale and/or offering for sale of any non-genuine  
20 LeChat products or services;

21 (b) using any mark or trade dress that is confusingly similar to LeChat  
22 Marks or LeChat Trade Dress in connection with the manufacture,  
23 promotion, sale and/or offering for sale of any non-genuine LeChat  
24 products or services;

25 (c) using any other trademark, trade name, logo or design that tends to  
26 falsely represent, or that is likely to confuse, mislead, or deceive  
27 consumers to believe that Defendants is sponsored, approved, or  
28 licensed by, or are in some way connected or affiliated with LeChat;

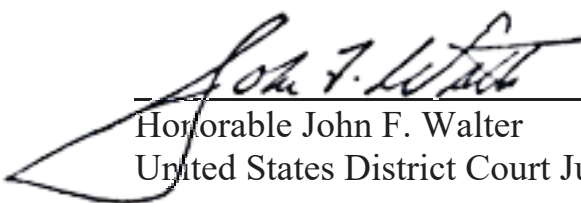
- 1 (d) engaging in any conduct that tends falsely to represent that, or is likely  
2 to confuse, mislead, or deceive consumers, to believe that Defendants  
3 or any non-genuine LeChat products are sponsored, approved, or  
4 licensed by Plaintiff, or are in some way connected or affiliated with  
5 Plaintiff;
- 6 (e) affixing, applying, annexing, or using in connection with the  
7 promotion, advertising, sale, and/or offering for sale of any non-  
8 genuine LeChat products a false description or representation or  
9 misleading statement of fact that misrepresents the nature, qualities,  
10 characteristics, standard, grade, style, or model of such goods or  
11 services, including but not limited to, by falsely representing that such  
12 products are LeChat products;
- 13 (f) destroying or otherwise disposing of evidence , including:
- 14
- 15 (1) any nail care products or nail care services offered for sale in  
16 connection with any of the LeChat Marks, LeChat Trade Dress,  
17 or Defendants' Infringing Trade Dress (as that term is defined in  
18 Plaintiff's Motion for Default Judgment);
- 19 (2) any promotional or advertising materials, packaging, labels, web  
20 site versions, online advertising promotional or marketing  
21 materials, or any other unauthorized items that reproduce, copy,  
22 counterfeit, imitate or bear any of the LeChat Marks or LeChat  
23 Trade Dress; and
- 24 (3) any sales records, ledgers, invoices, purchase orders, advertising  
25 agency contracts or placement orders, inventory control  
26 documents, recordings of any type whatsoever, and all other  
27 business records and documents believed to concern the  
28 promotion, sale, or offering for sale of any non-genuine LeChat

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products or any other products sold or offered for sale in  
connection with the LeChat Marks, LeChat Trade Dress, or  
Defendants' Infringing Trade Dress.

This Court retains jurisdiction for purposes of enforcing the injunction.

DATED: April 12, 2017

  
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Honorable John F. Walter  
United States District Court Judge