

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VEATCH CARLSON, LLP**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
1055 WILSHIRE BOULEVARD, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CALIFORNIA 90017-2444  
TELEPHONE (213) 381-2861  
FACSIMILE (213) 383-6370

(SPACE BELOW FOR FILING STAMP ONLY)

**KEVIN R. LUSSIER (SBN 143821)**  
[klussier@veatchfirm.com](mailto:klussier@veatchfirm.com)  
**KIM D. ASHLEY (SBN 253160)**  
[kashley@veatchfirm.com](mailto:kashley@veatchfirm.com)

Attorneys for Plaintiff, **CHANEL, INC.**

Francis T. Donohue III (State Bar No. 106801)  
VOSS, COOK & THEL LLP  
895 Dove Street, Suite 450  
Newport Beach, California 92660-2998  
Telephone: (949) 435-0225  
E-Mail: [ftd@vctlaw.com](mailto:ftd@vctlaw.com)

Attorneys for Defendants JACK ALFRED MARTIN  
And NANCIE ANN MARTIN, individually and jointly,  
d/b/a Pretty Please





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




CHANEL, INC.,  
  
Plaintiff,  
  
vs.  
  
JACK ALFRED MARTIN, et al.  
  
Defendant.






Case No.: 8:14-cv-00486-AG-KESx  
~~PROPOSED~~ **CONSENT FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**


Plaintiff Chanel, Inc. ("Plaintiff" or Chanel"), and Defendants Jack Alfred

1 Martin a/k/a Jack Martin, an individual, and Nancie Ann Martin a/k/a Nancie Martin  
2 a/k/a Nancie Skrypek, an individual, individually and jointly, d/b/a Pretty Please  
3 (collectively, "Defendants"), stipulate and consent to judgment as follows:

4 WHEREAS, Chanel owns the registered trademarks under the marks  
5 CHANEL, , , J12, , and  as identified in Paragraph 7 of Chanel's  
6 Complaint and identified below: Chanel is the owner of the following trademarks  
7 (collectively, the "Chanel Marks"):

Trademark	Registration Number	Registration Date	Class(es)/Goods
	1,314,511	January 15, 1985	IC 18 – Leather Goods- Namely, Handbags
	1,501,898	August 30, 1988	IC 06 – Keychains IC 14 – Costume Jewelry IC 16 – Gift Wrapping Paper IC 25 – Blouses, Shoes, Belts, Scarves, Jackets, Men's Ties IC 26 – Brooches and Buttons for Clothing
CHANEL	1,733,051	November 17, 1992	IC 18 – Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business and Credit Card Cases, Change Purses, Tote Bags, Cosmetic Bags Sold Empty, and Garment Bags for Travel
	1,734,822	November 24, 1992	IC 18 – Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business Card Cases, Change Purses, Tote Bags, and Cosmetic Bags Sold Empty

Trademark	Registration Number	Registration Date	Class(es)/Goods
	3,025,934	December 13, 2005	IC 18 – Handbags
CHANEL	3,133,139	August 22, 2006	IC 14 - Jewelry and Watches
J12	2559772	April 9, 2002	IC 14 - Timepieces; namely, watches, and parts thereof
	4,241,822	November 13, 2012	IC 25 – Clothing; namely, coats, jackets, dresses, tops, blouses, sweaters, cardigans, skirts, vests, pants, jeans, belts, swim wear, pareos, beach cover-ups, hats, sun visors, scarves, shawls, ties, gloves, footwear, hosiery and socks
	3,025,936	December 13, 2005	IC 09 - Eyeglass frames, sunglasses IC 25 - Gloves, swimwear IC 26 - Hair accessories, namely, barrettes
	1,241,264	June 7, 1983	IC 25 - Suits, jackets, skirts, dresses, pants, blouses, tunics, sweaters, cardigans, tee-shirts, coats, raincoats, scarves, shoes and boots
	1,271,876	March 27, 1984	IC 25 - Clothing-namely, coats, dresses, blouses, raincoats, suits, skirts, cardigans, sweaters, pants, jackets, blazers, and shoes

Trademark	Registration Number	Registration Date	Class(es)/Goods
	4,074,269	December 20, 2011	IC 09- 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 16 - Temporary tattoos IC 18 - Key cases
CHANEL	4,237,249	November 6, 2012	IC 09 - Protective covers and cases for portable media players, portable electronic devices, handheld digital devices, personal computers and cell phones

**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 Defendants and their officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them, are hereby permanently restrained and enjoined from intentionally and/or knowingly:

- A. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing the Chanel Marks and/or using the images of products bearing the Chanel Marks;

- 1 B. using the Chanel Marks in connection with the sale of any  
2 unauthorized goods;
- 3 C. using any logo, and/or layout which may be calculated to falsely  
4 advertise the services or products of the Defendants as being  
5 sponsored by, authorized by, endorsed by, or in any way  
6 associated with the Plaintiff;
- 7 D. falsely representing the Defendants as being connected with the  
8 Plaintiff, through sponsorship or association,
- 9 E. engaging in any act which is likely to falsely cause members of  
10 the trade and/or of the purchasing public to believe any goods or  
11 services of the Defendants are in any way endorsed by, approved  
12 by, and/or associated with the Plaintiff;
- 13 F. using any reproduction, counterfeit, infringement, copy, or  
14 colorable imitation of the Chanel Marks in connection with the  
15 publicity, promotion, sale, or advertising of any goods sold by  
16 the Defendants, including, without limitation, phone cases,  
17 handbags, wallets, jewelry, including earrings and necklaces,  
18 sunglasses, scarves, shirts, watches, and shoes;
- 19 G. affixing, applying, annexing or using in connection with the sale  
20 of any goods, a false description or representation, including  
21 words or other symbols tending to falsely describe or represent  
22 Defendants' goods as being those of Plaintiff, or in any way  
23 endorsed by Plaintiff;
- 24 H. offering such goods in commerce; and from otherwise unfairly  
25 competing with the Plaintiff;
- 26 I. secreting, destroying, altering, removing, or otherwise dealing  
27 with the unauthorized products or any books or records which  
28 contain any information relating to the importing, manufacturing,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Chanel Marks; and

J. 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 (I).

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.

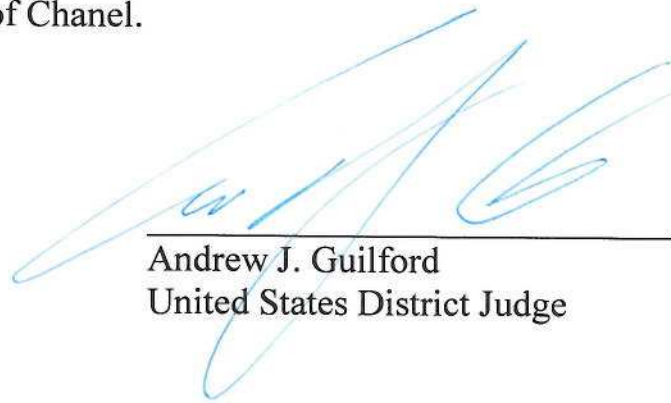
4. Judgment on all Counts of the Complaint is hereby awarded against the Defendants and in favor of Chanel.

~~5. Due to the circumstances giving rise to the filing of this action against the Defendants, the settlement funds due from them 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.~~

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

IT IS SO ORDERED.

Dated: NOV 27, 2017

  
\_\_\_\_\_  
Andrew J. Guilford  
United States District Judge