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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHANEL, INC.,
Plaintiff,
v.
US880,
Defendant.

No. C 10-2601 PJH

**ORDER ADOPTING MAGISTRATE
JUDGE'S REPORT AND
RECOMMENDATION; ORDER
GRANTING MOTION FOR DEFAULT
JUDGMENT**

The court has reviewed Magistrate Judge Corley's report and recommendation re the motion for default judgment filed by plaintiff Chanel, Inc. ("Chanel"). Defendant US880 filed no objections to the report within the time allowed under 28 U.S.C. § 636(b)(1)(C). The court finds the report correct, well-reasoned and thorough, and adopts it in every respect. Accordingly, Chanel's motion for default judgment is GRANTED, as follows. Chanel is awarded \$45,700.00 in statutory damages and costs; plus prejudgment interest, calculated at the legal rate from the date this action was filed, to the date of judgment.¹

In addition, the court orders that US880 and its respective officers, agents, servants, employees and attorneys, and all persons in active concert and participation with it are hereby restrained and enjoined from:

(a) manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods using the Chanel Marks;

¹ Plaintiff's motion did not include any calculation of the amount of the prejudgment interest.

1 (b) using the Chanel Marks in connection with the sale of any unauthorized
2 goods;

3 (c) using any logo, and/or layout which may be calculated to falsely advertise
4 the services or products of the Defendant, the websites identified in Appendix A attached
5 hereto, and/or any other website or business, as being sponsored by, authorized by,
6 endorsed by, or in any way associated with Chanel;

7 (d) falsely representing itself as being connected with Chanel, through
8 sponsorship or association;

9 (e) engaging in any act which is likely to falsely cause members of the trade
10 and/or of the purchasing public to believe any goods or services of the Defendant, the
11 websites identified in Appendix A attached hereto, and/or any other website or business,
12 are in any way endorsed by, approved by, and/or associated with Chanel;

13 (f) using any reproduction, counterfeit, copy, or colorable imitation of the
14 Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods
15 sold by the Defendant, the websites identified in Appendix A attached hereto, and/or any
16 other website or business, including, without limitation, handbags, wallets, and watches;

17 (g) affixing, applying, annexing or using in connection with the sale of any
18 goods, a false description or representation, including words or other symbols tending to
19 falsely describe or represent goods by the Defendant, the websites identified in Appendix A
20 attached hereto, and/or any other website or business, as being those of Chanel, or in any
21 way endorsed by Chanel;

22 (h) offering such goods in commerce;

23 (i) and from otherwise unfairly competing with Chanel;

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

(k) effecting assignments or transfers, forming new entities or associations or

1 utilizing any other device for the purpose of circumventing or otherwise avoiding the
2 prohibitions set forth above.

3 In addition, the websites identified in Appendix A attached hereto are hereby ordered
4 to be immediately transferred by the defendant, its assignees and/or successors in interest
5 or title, and the Registrars to Chanel's control. To the extent the current Registrars do not
6 facilitate the transfer of the websites identified in Appendix A attached hereto to Chanel's
7 control within ten (10) days of receipt of this judgment, the United States-based Registries
8 shall, within thirty (30) days, transfer the websites identified in Appendix A
9 attached hereto to a United States based Registrar of Chanel's choosing, and that
10 Registrar shall transfer the websites identified in Appendix A attached hereto to Chanel.

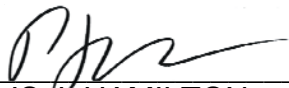
11

12 **IT IS SO ORDERED.**

13 Dated: July 28, 2011

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PHYLLIS J. HAMILTON
United States District Judge

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APPENDIX A

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- 3 1. 360gome.com
- 4 2. atthego.com
- 5 3. bagsagent.com
- 6 4. belovebags.com
- 7 5. belovewrist.com
- 8 6. leaderol.com
- 9 7. officalugg.com
- 10 8. runtiberland.com
- 11 9. shopkiss.com
- 12 10. timberlander.com
- 13 11. timberlandsou.com
- 14 12. watchesagent.com
- 15 13. bagshow.biz
- 16 14. sexyhygeia.com
- 17 15. 80trade.com
- 18 16. abercrombiesales.com
- 19 17. abercrombiestar.com
- 20 18. allbestdvd.com
- 21 19. bagsontheway.com
- 22 20. bapeshopping.com
- 23 21. basemall.info
- 24 22. hotsalex.com
- 25 23. ilikebuy.com
- 26 24. ireplicachoice.com
- 27 25. ispv.net
- 28 26. kicksbap.com
- 29 27. kicksboots.com
- 30 28. mixitems.com
- 31 29. mysoftware123.com
- 32 30. onairbuy.com
- 33 31. order24hours.com
- 34 32. order2you.com
- 35 33. youmestore.com
- 36 34. topairmax.com
- 37 35. topofbikini.com
- 38 36. thehandbagssale.com
- 39 37. software4cpu.com
- 40 38. shixy.com
- 41 39. sellelec.com
- 42 40. selinged.com
- 43 41. robbtrade.com
- 44 42. progiftstore.com
- 45 43. pearltop.com
- 46 44. gsshring.com
- 47 45. gototbl.com
- 48 46. golinksoflondon.com
- 49 47. fangpinb2b.com
- 50 48. fangpin.net
- 51 49. fallowtrade.org
- 52 50. e-superbuyer.com
- 53 51. edhardyshow.com
- 54 52. ed-hardys.com

- 1 53. ecspeed.com
54. ecshopking.com
- 2 55. ecgoshop.com
56. ecgohere.com
- 3 57. ecbape.com
58. easydoing.org
- 4 59. dvdsword.com
60. dearpolo.com
- 5 61. dearmobiles.com
62. dearbridal.com
- 6 63. clortsblog.org
64. bikinismark.com
- 7 65. bikinionlineshop.com
66. webmydvd.com
- 8 67. victor88.com
68. selingbags.com
- 9 69. dearsunglass.com
70. 09handbags.com
- 10 71. 2youwatch.com
72. 4ezlive.com
- 11 73. 8bags4you.com
74. abercrombiepop.com
- 12 75. asapshops.com
76. bagslike.com
- 13 77. bagsvip.com
78. belovewatch.com
- 14 79. bestemplet.com
80. bestsheshox.com
- 15 81. bikiniszone.com
82. bosebuynow.com
- 16 83. brandsupplieronline.com
84. buddytrade.com
- 17 85. buyonebag.com
86. cartggo.com
- 18 87. clothinggogo.com
88. dvdlift.com
- 19 89. dvdsheaven.com
90. dvdspop.com
- 20 91. ecabroad.com
92. ecsalesonline.com
- 21 93. ecsharings.com
94. enjoyalley.com
- 22 95. feelmoving.com
96. firsttidebags.com
- 23 97. flat-ironchi.com
98. gahoos.com
- 24 99. globalprada.com
100. godshopking.com
- 25 101. godshops.com
102. hotandpop.com
- 26 103. inexquisite.com
104. inthego.org
- 27 105. jeanecb.com
106. londonlinksinc.com
- 28 107. lovegymshoes.com

- 1 108. luxuryinbags.com
109. macygood.com
- 2 110. mazillas.com
111. meishucheng.com
- 3 112. mydvddvds.com
113. mygoodwatches.com
- 4 114. mylovinearphone.com
115. mylovintech.com
- 5 116. myoxetine.com
117. mysterybuying.com
- 6 118. mywatchestore.com
119. netabercrombie.com
- 7 120. njlp.net
121. nokiasphone.com
- 8 122. officalsell.com
123. okeyby.com
- 9 124. oncomes.com
125. ondunk.com
- 10 126. onexquisite.com
127. onlinenbatar.com
- 11 128. ordernokia.com
129. passsale.com
- 12 130. plubrands.com
131. popdksb.com
- 13 132. poportop.com
133. poppolo4you.com
- 14 134. populashow.com
135. realafestate.com
- 15 136. shoppingyourself.com
137. thelinksuk.com
- 16 138. themyvd.com
139. thewebvd.com
- 17 140. watch11.com
141. watchesteam.com
- 18 142. watchtoyou.com
143. webfashionsite.com
- 19 144. webgoshop.com
145. wristwatchnew.com
- 20 146. 9keyshow.com
147. justforbag.com
- 21 148. outputbag.com
149. cooltimberland.com
- 22 150. sunglasses-hut.com

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