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**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

CHANEL, INC., a New York corporation,

Plaintiff,

v.

KELLY BRENNAN, an individual, d/b/a  
KELLYSCASES.COM d/b/a KELLYS CASES  
d/b/a X PINK MASCARA, the INDIVIDUALS,  
PARTNERSHIPS AND/OR  
UNINCORPORATED ASSOCIATIONS DOING  
BUSINESS AS THE ALIASES IDENTIFIED ON  
SCHEDULE "A" and DOES 1-10,

Defendants.

Case No. 14-05451-cv-RJB

**FINAL DEFAULT JUDGMENT AND  
PERMANENT INJUNCTION**

THIS CAUSE came before the Court on Plaintiff, Chanel, Inc.'s ("Plaintiff" or "Chanel") Motion for Entry of Final Default Judgment and Permanent Injunction ("Motion for FDJ") [ECF No. 44], filed on December 22, 2014. The Court has carefully considered the Motion, the record in this case, and the applicable law, and is otherwise fully advised in the premises.

By the instant Motion, Plaintiff's move for entry of final default MATTER having come before the Court upon motion by Plaintiff, Chanel, Inc. for entry of a final default judgment and entry of a permanent injunction against Defendants, the Individuals, Partnerships or

1 Unincorporated Associations identified on Schedule “A” attached hereto (the “Defendants”)  
2 pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure; and the Court having  
3 considered the moving papers and there being no opposition thereto;

4 IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Final Default Judgment  
5 is GRANTED, and judgment is hereby entered in favor of Plaintiff, Chanel, Inc., a New York  
6 corporation, with its principal place of business in the United States located at Nine West 57<sup>th</sup>  
7 Street, New York, New York, 10019, and against the Defendants on all Counts of the First  
8 Amended Complaint as follows:  
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10 (1) Permanent Injunctive Relief:

11 Defendants and their officers, agents, servants, employees and attorneys, and all persons  
12 acting in concert and participation with Defendants are hereby permanently restrained and  
13 enjoined from:

- 14 a. manufacturing or causing to be manufactured, importing, advertising, or  
15 promoting, distributing, selling or offering to sell counterfeit and  
16 infringing goods bearing the Chanel trademarks identified in Paragraph 13  
17 of the First Amended Complaint (the “Chanel Marks”);
- 18 b. using the Chanel Marks in connection with the sale of any unauthorized  
19 goods;
- 20 c. using any logo and/or layout which may be calculated to falsely advertise  
21 the services or products of Defendants offered for sale or sold via the  
22 commercial Internet websites and commercial Internet iOffer auction  
23 stores operating under the domain names and auction stores identified on  
24 Schedule “A” hereto (the “Seller IDs and Subject Domain Names”),  
25 and/or any other website, e-store, or business, as being sponsored by,  
26 authorized by, endorsed by, or in any way associated with Plaintiff;
- 27 d. falsely representing themselves as being connected with Plaintiff, through  
28 sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade  
and/or of the purchasing public to believe any goods or services of  
Defendants offered for sale or sold via the Seller IDs and Subject Domain  
Names, and/or any other website, e-store, or business are in any way  
endorsed by, approved by, and/or associated with Plaintiff;

- 1 f. using any reproduction, counterfeit, copy, or colorable imitation of the  
2 Chanel Marks in connection with the publicity, promotion, sale, or  
3 advertising of any goods sold by Defendants via the Seller IDs and Subject  
4 Domain Names, and/or any other website, auction store, or business,  
5 including, without limitation, high quality costume jewelry, including  
6 bracelets, earrings, rings and necklaces, handbags, sunglasses, belts, shoes,  
7 and protective covers for portable electronic devices, including cell  
8 phones, bearing the Chanel Marks;
- 9 g. affixing, applying, annexing or using in connection with the sale of any  
10 goods, a false description or representation, including words or other  
11 symbols tending to falsely describe or represent goods offered for sale or  
12 sold by Defendants via the Seller IDs and Subject Domain Names, and/or  
13 any other website, e-store, or business, as being those of Plaintiff or in any  
14 way endorsed by Plaintiff;
- 15 h. otherwise unfairly competing with Plaintiff;
- 16 i. effecting assignments or transfers, forming new entities or associations or  
17 utilizing any other device for the purpose of circumventing or otherwise  
18 avoiding the prohibitions set forth above; and
- 19 j. using the Chanel Marks, or any confusingly similar trademarks, within  
20 domain name extensions, metatags or other markers within website source  
21 code, from use on any webpage (including as the title of any web page),  
22 any advertising links to other websites, from search engines' databases or  
23 cache memory, and any other form of use of such terms which is visible to  
24 a computer user or serves to direct computer searches to websites  
25 registered by, owned, or operated by Defendants, including the  
26 commercial Internet websites and commercial Internet iOffer auction  
27 stores operating under all of the Seller IDs and Subject Domain Names.

28 (2) Statutory Damages:

- a. Statutory damages in favor of Plaintiff and against Defendants pursuant  
to 15 U.S.C. § 1117(c), should be entered as follows per Defendant:
- **Defendant 6 (Seller ID Armani39635):**  
\$20,000.00 per registered Chanel Mark counterfeited (1) per type of good  
sold (1) results in a damage award against this Defendant in the amount of  
\$20,000.00.
  - **Defendant 7 (Seller IDs hohot and ring2013):**  
\$20,000.00 per registered Chanel Mark counterfeited (2) per type of good  
sold (3) results in a damage award against this Defendant in the amount of  
\$120,000.00.
  - **Defendant 8 (Seller ID iphone6shop):**  
\$20,000.00 per registered Chanel Mark counterfeited (1) per type of good

1 sold (1) results in a damage award against this Defendant in the amount of  
2 \$20,000.00.

3 - **Defendant 9 (Seller ID kaiem8886):**

4 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good  
5 sold (1) results in a damage award against this Defendant in the amount of  
6 \$20,000.00.

7 - **Defendant 10 (Seller ID wideseaintl and Subject Domain Names  
8 ustrendy.com/store/casemoda and wish.com/merchant/casemoda):**

9 \$20,000.00 per registered Chanel Mark counterfeited (1) per type of good  
10 sold (1) results in a damage award against this Defendant in the amount of  
11 \$20,000.00.

12 for which let execution issue;

13 (3) Costs of Suit: \$750.00 in favor of Plaintiff and against Defendants pursuant to 15  
14 U.S.C. § 1117(a), jointly and severally, for which let execution issue.

15 (4) The bond posted by Plaintiff in the amount of \$10,000.00 is ordered to be released  
16 by the Clerk.

17 (5) All funds currently restrained by PayPal, Inc. (“PayPal”), and the domains,  
18 wish.com and ustrendy.com, pursuant to the temporary restraining orders and  
19 preliminary injunctions in this action are to be immediately (within 5 business  
20 days) transferred to Plaintiff in partial satisfaction of the monetary judgment  
21 entered herein. PayPal, wish.com and ustrendy.com, shall provide to Plaintiff at  
22 the time the funds are released, a breakdown reflecting the (i) total funds  
23 restrained in this matter; (ii) the total chargebacks, refunds, and/or transaction  
24 reversals deducted from the funds restrained prior to release; and (iii) the total  
25 funds released to Plaintiff. On an ongoing basis, should PayPal, wish.com and  
26 ustrendy.com, become aware of additional payment accounts related to the  
27 Defendants herein, PayPal, wish.com and ustrendy.com, shall also restrain and  
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1 transfer the funds in such accounts to Plaintiff in satisfaction of this judgment  
2 until the judgment is paid in full.

3 (6) Interest from the date this action was filed shall accrue at the legal rate. *See* 28  
4 U.S.C. § 1961.

5 (7) The Court retains jurisdiction to enforce this Judgment and permanent injunction.

6 **IT IS SO ORDERED.**

7  
8 DATED this 22<sup>nd</sup> day of December, 2014.

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11 ROBERT J. BRYAN  
12 United States District Judge

**SCHEDULE A**  
**DEFENDANTS BY NUMBER AND SELLER IDS AND SUBJECT DOMAIN NAMES**

<b>Defendant Number</b>	<b>Domain Name/ Seller ID</b>
6	Armani39635
7	hohot
7	ring2013
8	iphone6shop
9	kaiem8886
10	wideseaintl
10	ustrendy.com/store/casemoda
10	wish.com/merchant/casemoda

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