AO 120 (Rev. 08/10)

TO:	Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Southern District of Florida on the following

☐ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
0:16-cv-62818-BB	11/30/2016	Southern District of Florida

PLAINTIFF	DEFENDANT
Chanel, Inc.	See Attached Complaint

PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 1,314,511	1/15/1985	Chanel, Inc.
2 3,890, 159	12/14/2010	Chanel, Inc.
3 4,074,269	12/20/2011	Chanel, Inc.
4 4,241,822	11/13/2012	Chanel, Inc.
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY ☐ Amendment ☐ Answer ☐ Cross Bill ☐ Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
Default Judgment-See Attached Order

CLERK	(BY) DEPUTY CLERK	DATE
Steven Larimore	Randi Marks	11/30/2016

Copy 1—Upon initiation of action, mail this copy to Director **Copy 3—Upon termination of action, mail this copy to Director**
Copy 2—Upon filing document adding patent(s), mail this copy to Director **Copy 4—Case file copy**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 16-cv-62818-BLOOM/Valle

CHANEL, INC.,

Plaintiff,

v.

ALD GALL LNH, *et al.*,

Defendants.
_____/

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiff Chanel, Inc.'s ("Plaintiff") Motion for Entry of Final Default Judgment Against Defendants, ECF No. [31] ("Motion"), filed on February 2, 2017. The Court granted the Motion by separate Order. *See* ECF No. [32]. Pursuant to Federal Rule of Civil Procedure 58(a), it is **ORDERED AND ADJUDGED** that Final Default Judgment is entered in favor of Plaintiff and against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") on all Counts of the Complaint as follows:

(1) Permanent Injunctive Relief:

Defendants and their officers, agents, representatives, servants, employees and attorneys, and all persons acting in concert and participation with Defendants are hereby permanently 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 bearing Plaintiff's trademarks, identified in Paragraph 14 of the Complaint and Schedule "B" attached thereto (the "Chanel Marks");

b. using the Chanel Marks in connection with the sale of any unauthorized goods;

c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants offered for sale or sold via the Internet based e-commerce stores operating under their seller identification names identified on Schedule "A" hereto (the "Seller IDs") and/or any other e-commerce store, seller identity, website, or business, as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;

d. falsely representing themselves as being connected with Plaintiff, through 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/or any other e-commerce store, seller identity, website, or business, are in any way endorsed by, approved by, and/or associated with Plaintiff;

f. using any reproduction, counterfeit, copy, or colorable imitation of the Chanel Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants via the Seller IDs and/or any other e-commerce store, seller identity, website, or business;

g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants via the Seller IDs and/or any other e-commerce store, seller identity, website, or business, as being those of Plaintiff or in any way endorsed by Plaintiff;

h. otherwise unfairly competing with Plaintiff;

i. using the Chanel Marks, or any confusingly similar trademarks, on e-commerce stores and auctions, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which is visible to a computer user or serves to direct computer searches to Internet based e-commerce store website businesses registered by, owned, or operated by Defendants, including the e-commerce stores operating under all of the Seller IDs; 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 above.

(2) <u>Additional Equitable Relief</u>:

a. In order to give practical effect to the Permanent Injunction, upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs, including but not limited to Amazon.com, Inc., shall disable and/or cease facilitating access to the

Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and infringements of the Chanel Marks;

b. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators, including but not limited to Amazon.com, Inc., shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of the Chanel Marks via the e-commerce stores operating under the Seller IDs and any other alias seller identification names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of the Chanel Marks, including but not limited to the ASINs identified on Schedule "A" hereto; and

c. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators, including but not limited to Amazon.com, Inc., shall permanently cease fulfillment of and sequester all goods of each Defendant bearing one or more of the Chanel Marks in its inventory, possession, custody, or control, and surrender those goods to Plaintiff.

(3) **<u>Statutory damages pursuant to 15 U.S.C. § 1117(c)</u>:**

Plaintiff is entitled to an award of statutory damages of $100,000.00 against each Defendant pursuant to 15 U.S.C. § 1117(c), for which let execution issue.

(4) All funds currently restrained by Amazon Payments, Inc. ("Amazon") pursuant to the temporary restraining order and preliminary injunction in this action are to be

immediately (within 5 business days) transferred to Plaintiff in partial satisfaction of the monetary judgment entered herein against each Defendant. Amazon shall provide to Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiff. On an ongoing basis, should Amazon become aware of or be made aware of additional financial accounts related to Defendants herein, Amazon shall also restrain and transfer the funds in such accounts to Plaintiff in satisfaction of each Defendant's judgment until that judgment is paid in full.

(5) The Clerk of Court shall **RELEASE** the bond posted by Plaintiff in the amount of $10,000.00.

(6) Interest from the date this action was filed shall accrue at the legal rate pursuant to 28 U.S.C. § 1961.

(7) The Court retains jurisdiction to enforce this Judgment and Permanent Injunction.

(8) The Clerk of Court is directed to **CLOSE** this case.

(9) All pending Motions are **DENIED** as moot.

DONE AND ORDERED in Miami, Florida, this 6th day of February, 2017.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

cc: counsel of record

SCHEDULE "A"
DEFENDANTS BY NUMBER, SELLER ID, AND ASSOCIATED ASIN

Defendant Number	Seller ID	Amazon Seller ID	Infringing Item's ASIN
1	ald Gall LNH	A9SU9A4BLT4VW	B01EWEU4IM
2	ALENE DAVIS	A3GVOEGQZHGSA8	B01ERD03OI
3	AMELIA AGUILAR	A1JPHQLE0Y8NR5	B01EWEU4IM
4	ARBBET KK	AGZFUFIRKR8U2	B01GR1S2P0 B01GR1Q1BW
5	Asabine	AD8ODYT1H7U49	B01547KJIQ
6	AUDRA GRZELAK	AAXRSZCFLLS38	B014QP123S
7	BELINDA RIDER	AGMTGWRO1XJP5	B01ERD11L2
8	Beverly Beverly B	AIKE79N121MH1	B016RH4460
9	bianweiaa	A2DQ7LFRUDHI16	B01EWEU4IM
10	BVBO	A1MJ4M6JE015E4	B016RH4460
11	castro yolanda	ABT8PAB9VSF7W	B01EWEU4IM
12	CHI KH OUNLI	A2ESDEG4267BD7	B01EWEU4IM
13	Christoper Wiggins	ACZMWG2UTVGAP	B016RH4460 B016BBYW64 B015FHWCAI
14	CLAUDIA ARANGO	A26T7WK6YE8572	B01ERD0R8U
15	Couret Pascale	A31FOUROVMGZDT	B01547KJIQ B01ERD11L2
16	DARRELL ABKE	A25KLS5QFZE0A0	B01547KJIQ
17	DONAVON FARRIS	A3N5L7Q2TO68T6	B01EWEU4IM
18	Ecommercecl	A2LDFHH2V6H5JD	B01EWEU4IM
19	Ellie Beth	AT6APRGSZWW4I	B014QORAYY
20	Emma Hagel	A3QZ6R16PNWPSS	B01ERD11L2
21	erhv147 H	AR1K3Z5UH2Y0E	B01EWEU4IM
22	Gautier Charlotte	A3BK97IR60S40Q	B01EWEU4IM
23	gela har knn	A21NKP1CL3IGHF	B01EWEU4IM
24	getou LUYEYE	A7A77405Z3N0F	B01547KJIQ
25	GWENDA JORDAN	A2LBHEJXLCSH27	B01EWEU4IM
26	GWENDOLYN LYNN	AGY78CTR2CYPE	B01EWEU4IM
27	Harjot dhaliwal AKMK	ALENW7BMFPPNU	B016BBYW64
28	hu yonghua	A3730EEFFINWX4	B01ERD11L2
29	IAM GU GOV	A1COKTAIYKEDM	B01ERCZYRK
30	ine Cons kj	AZ1ZSACQT9GPI	B01EWEU4IM
31	JASMINE HARE	A3QHCL03PAULKR	B01EWEU4IM
32	JORGE CUENCA	A27FOR6SSPUEJN	B01ERD0R8U

33	kelly frederickson	A1VKJCQCM32HIV	B01HQ9LR0Y B01HQ9LVE6 B01HQ9K9EE B01HQ9NBDU B01HQ9L1Z0
34	KENDRICK JOHNSON	A1NROTK332P42B	B01ERD0TSI
35	KIMBERLY GOFORTH	A3LGHVKD309QQC	B01ERD01JK
36	Kyle Grady	A2VMXDBCBSA2BY	B01ERCZYRK
37	LADYBABY	A2H6W9GP7F58Z3	B01GR1SEKI B01GR1Q1BW
38	LATOYA JOHNSON	A17DASFMNLG2GF	B01ERD01JK
39	LYNN FURR	A10JGHH2AKNDDY	B01EWEU4IM
40	Maksin VLADKOV	A2D5IWZKTZY19B	B014QUD9BQ B016BBYW64 B014A0JOIY
41	Mrs Harinder Kang AKMK	A1NM5UKB5PCAXX	B01547KJIQ
42	NATHAN BULTMAN	A2AN5QJTKAI9KJ	B01ERD0R8U
43	NDA GU ROD	A16OA25JI1BDZQ	B01ERCZYRK
44	NEW York Night	AYNHQ68BQYTA3	B01EWEU4IM
45	NICOLE COLEMAN	A14UQ6Y6G9ZR9U	B01ERD0DSE
46	NNIE GT FO	A1L7MEJH8X8P0O	B01ERCZYRK
47	PATRICIA MCKENNEY	A1LQH0HWVNVTUD	B01MDNW7U8 B01MA4YIBJ B01MF8IC8R B01MF800GP B01MF7AQV0 B01MEF8TDF B01MEEVOQN B01MCURB82 B01MAXFR5Q B01MAXEJU0 B01MA5F4DK B01MA4WFK4 B01MA4W1FS B01MA494Q2 B01M9CKRHN B01M9BS84Y B01M8JFW32 B01M8ISDL1 B01M7Q45OA B01M65MYBX B01M6544FZ B01M5CFCJL B01M4K7BO6 B01M4JX3ML

48	Paul leon	A3BBNQOPKY7J0Q	B014R1S1DA
49	Readily Rainbow	A10JE5ADMLG82W	B01EWEU4IM
50	RENEE SHAVER	A1XC5Y459T0FIF	B01ERD063G
51	RK GU FRAEL	A2R76TELSUMBCS	B01ERD0R8U
52	Robert Fleischer	A1DDI718UJDZNQ	B01ERD0B5Y
53	ROSE STAFFORD	A1MZINWKXIE7U3	B01ERD0R8U
54	Rosie Sanniti	A21AE49N4ATSL3	B01547KJIQ
55	RRICK WILL IAM	A1HQZNW5MHJBNL	B01GR1S2P0 B01GR1Q1BW
56	RTA GU RIV	A31IXVG6BLQ3ZC	B01ERCZYRK
57	Sergio Bueno Chirivella	ACR0SRX1CHPV9	B01547KJIQ
58	SHANNON ARRIAGA	A2RUNEY0XG8WVN	B01EWEU4IM
59	SHARON VENABLE	A3E84SFKBOXFDA	B01EWEU4IM
60	SHAUN HOSKINS	A1NCP3UCO8TWO0	B01EWEU4IM
61	SHELIA DURAL	A1YPSEXI94CFYL	B01EWEU4IM
62	SHEREENA GRANT	A22TG1YZ9Y1M1	B01EWEU4IM
63	STEVEN FLYNN	A110BKW3XEFJ65	B01EWEU4IM
64	TERRANCE NEAL	A3CF0F7RUO507T	B01ERD11L2
65	TIMOTHY ALLEN	A2QHCTYK1REHW4	B01ERD03OI
66	Wilfred Izzard	A8H0V5C92ZH60	B01ERD11L2