

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CHANEL, INC.,

Plaintiff,

v.

WGACA, LLC, WHAT COMES AROUND GOES AROUND LLC d/b/a WHAT GOES AROUND COMES AROUND, MHW PROPERTIES, INC., WGACA WEB, LLC, PINES VINTAGE, INC., VINTAGE DESIGNS LTD., and WCAGA LA, LLC,

Defendants.


Civil Action No. 18-cv-2253-LLS

**[PROPOSED] PERMANENT
INJUNCTION AND EQUITABLE
RELIEF**

Before the Court is a motion by Plaintiff Chanel, Inc. seeking entry of a permanent injunction against Defendants WGACA, LLC, WHAT COMES AROUND GOES AROUND LLC d/b/a WHAT GOES AROUND COMES AROUND, WGACA WEB, LLC, and WCAGA LA, LLC (“WGACA”). Having considered the parties’ respective submissions, and in view of the unanimous jury verdict (Dkt. 407), pursuant to and in accordance with 15 U.S.C. § 1116 and this Court’s inherent equitable authority, it is hereby **ORDERED, ADJUDGED, AND DECREED** that:

1) This permanent injunction applies to Defendants WGACA, LLC, WHAT COMES AROUND GOES AROUND LLC d/b/a WHAT GOES AROUND COMES AROUND, WGACA WEB, LLC, and WCAGA LA, LLC, and any entity affiliated with or owned and/or controlled in whole or in part by any of the foregoing entities, and the partners, officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors, and assigns of the foregoing and all others in active concert or participation with any of them (collectively, the “Enjoined Parties”).

2) For purposes of this permanent injunction:

- a) The term “Chanel” means and refers to Plaintiff Chanel, Inc. and any entity affiliated with or owned and/or controlled in whole or in part by Plaintiff Chanel, Inc., and the partners, officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors, and assigns of the foregoing;
- b) The term “CHANEL Marks” means and refers to the CHANEL word mark and the CC monogram mark, i.e.,  ;
- c) The term “Chanel Stylized Font” means and refers to the following capital letter, sans serif font and stylization:

CHANEL

- d) The term “WGACA Stylized Font” means and refers the following capital letter, serif font and stylization:

WHAT GOES AROUND COMES AROUND

3) As soon as possible, and no later than fifteen (15) days from the issuance of this Permanent Injunction, the Enjoined Parties are permanently enjoined, and shall permanently refrain, from:

- (a) Taking any action or course of conduct that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of WGACA with Chanel, or as to the origin, sponsorship, or approval of WGACA’s goods, services, or commercial activities by

Chanel, including, but not limited to, taking the following actions in connection with WGACA's advertisement, promotion, distribution, or sale of goods: (i) using any of the CHANEL Marks or any marks confusingly similar thereto to advertise or promote WGACA's general business; (ii) using the CHANEL word mark or any marks confusingly similar thereto in the Chanel Stylized Font or the WGACA Stylized Font; (iii) using any of the CHANEL Marks or any marks confusingly similar thereto more prominently (e.g., in larger font) than WGACA's own marks; (iv) using photographs or copies of Chanel runway and marketing campaigns and/or Chanel print advertisements bearing the CHANEL Marks or any marks confusingly similar thereto; (v) using any hashtags consisting of or including the word "chanel," including, but not limited to, #chanel, #wgacachanel, #chanelgiveaway, and #giveawayfromchanel; (vi) using or displaying displays or props (e.g., large perfume bottles) in stores or at events that bear any of the CHANEL Marks, any marks confusingly similar thereto, or other intellectual property owned by Chanel; (vii) using the word "chanel" in discount codes; (viii) including or depicting CHANEL-branded item(s) alone in any advertisements, including social media posts, as opposed to displaying items from a variety of luxury brands; (ix) and using the name, image, or likeness of Gabrielle Bonheur "Coco" Chanel;

- (b) Using any of the CHANEL Marks or any marks confusingly similar thereto in connection with WGACA's advertisement, promotion,

distribution, or sale of CHANEL-branded items, other than to identify a particular item currently being offered for sale as being made and sold by Chanel, or to the extent the particular item currently being offered for sale itself bears any CHANEL Marks. In any such circumstance, the Enjoined Parties must ensure that no more of any of the CHANEL Marks is used than is necessary to identify the particular item being offered for sale, such as, but not limited to, emphasizing the CHANEL Marks or using the CHANEL Marks more prominently than the surrounding text. The Enjoined Parties must also prominently display, clearly and conspicuously, the following disclaimer on any webpage or social media post advertising or selling a CHANEL-branded item, or on physical tags where products are sold in person: “WHAT GOES AROUND COMES AROUND HAS NOT BEEN AUTHORIZED BY CHANEL TO SELL THIS ITEM. THIS ITEM HAS NOT BEEN AUTHENTICATED BY CHANEL.” For any CHANEL-branded item being advertised and/or offered for sale online, the Enjoined Parties must also prominently post on the WGACA webpage listing for the item a photograph of the CHANEL-branded item’s Chanel Serial Number as it appears on the accompanying Authenticity Card, Authenticity Plate and/or the label affixed to the actual CHANEL-branded item;

- (c) Advertising, offering for sale, or selling any CHANEL-branded items without first obtaining permission from authorized personnel at Chanel, or having documentary evidence that the item was first sold by Chanel;

- (d) Advertising, offering for sale, or selling any CHANEL-branded items which have not been authorized for sale by Chanel, including, but not limited to, point-of-sale items, and retail props. WGACA must refund and recall any such infringing CHANEL-branded items sold to consumers or wholesalers since the commencement of this case, which recall notices must be sent by email and physical mail to each purchaser and must state that the reason for the recall is that the item at issue infringed Chanel's intellectual property rights;
- (e) Advertising, offering for sale, or selling any CHANEL-branded items which have been materially altered or changed, including, but not limited to, items that have a combination of original and non-original Chanel parts;
- (f) Advertising, offering for sale, or selling any genuine CHANEL-branded items that have been repaired, restored, or refurbished without fully disclosing the nature of the repair, restoration, or refurbishment, and the identity of the person who repaired, restored, or refurbished the item;
- (g) Advertising, offering for sale, or selling any infringing items using or bearing CHANEL Marks, including, but not limited to, counterfeit CHANEL-branded handbags bearing Chanel Serial Number 10218184 and Chanel Serial Numbers falling within the range of the Chanel Authenticity Cards and labels that were voided after being stolen from the Renato Corti factory on November 29, 2012, i.e., Chanel Serial Numbers 17686401-17716400, and infringing CHANEL-branded handbags bearing

Chanel Serial Numbers that were voided and listed on Trial Exhibit 1010, Subpart 3 (Chanel Serial Nos. 12082030, 13915669, 2280629, 2281657, 2387238, 2404646, 2417513, 2417568, 2417901, 2418017, 2418172, 2418439, 2418652, 2418831, 2584203, 2584648, 2632137, 2689201, 2689211, 2689264, 2740036, 2740046, 2763599, 2763906, 2766848, 2983538, 3045639, 3045652, 3045696, 3045896, 3046529, 3046829, 3046855, 3046855, 3046990, 3047180, 3047328, 3069972, 3188865, 3310094, 3498212, 3809450, 3810831, 3974501, 3983764, 4200378, 4927602, 5224946, 6953459, 7169916, 73841821 and 7384618).

WGACA must refund and recall any such items sold to consumers or wholesalers since the commencement of this action, which recall notices must be sent by email and physical mail to each purchaser and must state that the reason for the recall is that the item at issue infringed Chanel's intellectual property rights;

- (h) Certifying, guaranteeing, or otherwise making any advertising claims, representations, or statements regarding the genuineness of any CHANEL-branded items advertised or sold by WGACA or WGACA's ability to authenticate CHANEL-branded items that are not documented, such as a receipt showing a sale of the item by Chanel or an authorized Chanel retailer or a genuine Chanel Authenticity Card; and
- (i) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (h) above.

SO ORDERED:

DATED: March __, 2024

Hon. Louis L. Stanton