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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CHANEL, INC.,

Plaintiff,

v.

CHRISTOPHER W. LICHTENBERG d/b/a ALEX AND CHLOE and JOHN DOES 1-10,

Defendants.

Civil Action No. _____

COMPLAINT

07 4925

PLATT, J.

BOYLE, M.J.

Plaintiff, Chanel, Inc. ("Plaintiff" or "Chanel"), by its undersigned attorneys, Fross Zelnick Lehrman & Zissu, P.C., for its Complaint against defendants Christopher W. Lichtenberg d/b/a Alex and Chloe and John Does 1 through 10 (collectively, "Defendants") alleges as follows:

SUBSTANCE OF THE ACTION

1. This action arises out of Defendants' unauthorized misappropriation of Plaintiff's world famous and federally registered CC Monogram trademark (defined herein) in order to sell jewelry that has not been authorized by Chanel and to commercially benefit from the fame of Chanel's mark. Plaintiff asserts claims for trademark infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1); unfair competition and false advertising under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); trademark dilution under Section 43(c) of the Lanham

Act, 15 U.S.C. § 1125(c); deceptive and unfair trade practices under Section 349 of the New York General Business Law; trademark dilution under Section 360-*l* of the New York General Business Law; and trademark infringement and unfair competition under the common law of New York. Plaintiff seeks injunctive relief, an accounting of Defendants' profits flowing from their use of the infringing mark, damages, attorneys' fees, and such other relief as the Court deems just and proper.

PARTIES

2. Plaintiff Chanel, Inc. is a corporation organized and existing under the laws of the State of New York with a principal place of business at 9 West 57th Street, New York, New York 10019.

3. Upon information and belief, defendant Christopher W. Lichtenberg ("Lichtenberg") is an individual residing at 4429 Conquista Avenue, Lakewood, CA 90713. Lichtenberg does business under the fictitious business name "Alex and Chloe."

4. Upon information and belief, John Does 1 through 10 are individuals or entities residing in or otherwise continuously and systematically conducting and transacting business in this district and are engaged in the activities complained of herein. Upon learning of the specific identity of said defendants, Chanel shall move to substitute the named parties or to otherwise amend this Complaint.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action pursuant to Section 39 of the Trademark Act of 1946 (the "Lanham Act"), 15 U.S.C. § 1121, and under Sections 1331, 1338(a) and 1338(b) of the Judicial Code, 28 U.S.C. §§ 1331, 1338(a) and

1338(b). The Court has supplemental jurisdiction over the state law claims under Section 1367(a) of the Judicial Code, 28 U.S.C. §§ 1367(a).

6. Venue is proper in this district pursuant to Sections 1391(b) and (c) of the Judicial Code, 28 U.S.C. § 1391(b) and (c), because each defendant is subject to personal jurisdiction in this district due to their transacting of business herein, because each defendant has substantial contacts with this district and because a substantial portion of the events at issue have arisen and will arise in this judicial district and Plaintiff is suffering harm in this judicial district.

7. This Court has personal jurisdiction over each defendant under Sections 301 and/or 302 of the New York Civil Practice Laws and Rules because each defendant resides in this state and/or continuously and systematically conducts, transacts and solicits business in this district, and because the events giving rise to this Complaint occurred in this state and/or had effects in this state.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

A. Plaintiff's Business and Use of the CC Monogram Mark

8. Chanel is a premier manufacturer and seller of a wide variety of luxury consumer products, and is a recognized leader in the field of fashion and beauty.

9. Among the trademarks long used by Chanel to identify its goods and services is a design mark consisting of two interlocking back-to-back letter Cs as follows:

(the "CC Monogram mark").

10. Chanel also has long used the marks CHANEL and COCO (a reference to Chanel's founder, Gabrielle "Coco" Chanel) to identify its goods and services.

11. Chanel has used the CC Monogram mark for more than eight decades, including use for decades in United States commerce. Today, the CC Monogram mark is reproduced on millions of dollars worth of consumer goods spanning the full range of Chanel's product line including clothing, shoes, bags, jewelry, accessories, fashion and beauty products and eyewear. Products bearing or sold under the CC Monogram mark are available throughout the United States in hundreds of retail outlets, as well as through authorized retailers on the Internet. Chanel's yearly sales of products bearing or sold under the CC Monogram mark total in the hundreds of millions of dollars. All products bearing the CC Monogram mark are renowned for their high quality and are identified and recognized as being exclusively from Plaintiff by virtue of their use of the CC Monogram mark.

12. In addition to appearing on Chanel's products, the CC Monogram mark is used on collateral material, such as packaging, hangers, labels and hangtags. The CC Monogram mark also is featured prominently in advertisements that regularly appear in nationally distributed magazines.

13. The recognition of the CC Monogram among the public at large is enhanced not only by Chanel's own advertising efforts but by fashion editorial and press coverage of Chanel that frequently highlights products bearing the CC Monogram mark. Such coverage reaches hundreds of millions of consumers.

14. The CC Monogram mark has become extraordinarily well known across all social and demographic groups, from urban rappers to New York society. As a result, products bearing

the CC Monogram trademark are in demand by consumers of all ages and from all demographics.

15. One of the reasons the CC Monogram mark has remained popular throughout its eighty-plus year history is Chanel's ability to update the image of the mark as trends and styles change. Particularly under the visionary leadership of Karl Lagerfeld, who has been Chanel's head designer since 1983, Chanel's use of CC Monogram mark has reflected the constantly evolving moods of consumers.

16. Among the products that Chanel has long been providing under the CC Monogram mark is costume jewelry. The CC Monogram mark has been the featured element of much of Chanel's jewelry for decades. Attached hereto as Exhibit A are true and correct copies of photographs of representative samples of Chanel jewelry featuring the CC Monogram mark.

17. Chanel's CC Monogram mark jewelry depicts many moods. As shown in Exhibit A, Chanel's CC Monogram mark runs the gamut from classic (the CC Monogram alone placed on a simple chain, Exhibit A at 1) to counter-cultural (the CC Monogram mark affixed above crossed-bones, Exhibit A at 3).

18. Chanel advertises jewelry bearing the CC Monogram mark across a variety of media, including the Internet, magazines and newspapers. Chanel's revenue from sales of costume jewelry sold under and/or bearing the CC Monogram mark over the last five years exceeded $75 million.

19. Plaintiff owns numerous federal trademark registrations for the CC Monogram mark in connection with a variety of goods and services. In connection with jewelry, Plaintiff owns Reg. No. 1,501,898 for "costume jewelry" in International Class 14 and "brooches" in International Class 26. This registration is valid, subsisting, in full force and effect, and

incontestable, thus serving as prima facie evidence of the validity of the mark and as conclusive evidence of Plaintiff's exclusive right to use the mark in connection with the identified products.

20. Because of Chanel's exclusive and extensive use of the CC Monogram mark, the CC Monogram mark has acquired enormous value and has become famous among the consuming public and trade as identifying and distinguishing Chanel exclusively and uniquely as the source of products available under or bearing the mark.

B. Defendants' Unlawful Conduct

21. Upon information and belief, defendant Lichtenberg designs, distributes and sells costume jewelry under the fictitious company name "Alex and Chloe."

22. Upon information and belief, defendant Lichtenberg sells his jewelry both to other retailers and through his own website operated at http://www.alexandchloe.com.

23. Some of the jewelry offered by Lichtenberg is comprised of the CC Monogram mark. Attached hereto as Exhibit B are pictures of Lichtenberg's jewelry comprised of the CC Monogram mark. Upon information and belief, Lichtenberg designs and sells jewelry comprised of the CC Monogram mark because of the iconic status of that mark.

24. Upon information and belief, the jewelry depicted in Exhibit B is part of a collection offered under the name "Coco is Dead," a reference to Coco Chanel, Plaintiff's founder. Coco Chanel died in 1971 of natural causes.

25. As shown in Exhibit B, Lichtenberg plays out the "Coco is Dead" theme in various ways. For example, the so-called "Coco is Dead – Knife Fight" piece depicts the iconic CC Monogram mark dripping with blood. *See* Exhibit B at 1-5. The so-called "Coco is Dead – Buried Alive" piece affixes crossed bones underneath the immediately recognizable CC

Monogram mark. *See* Exhibit B at 6-9. And the so-called "Coco is Dead – Bullet Holes" piece depicts the CC Monogram mark riddled with bullet holes. *See* Exhibit B at 10-11.

26. The only visible designation of source on any of the pieces in the "Coco is Dead" collection is Chanel's CC Monogram mark. The addition of "ornamental" bullet holes, dripping blood, etc. does not and cannot differentiate the Lichtenberg's jewelry from authentic Chanel products bearing CC Monogram mark, and does not and cannot function independently as a designation of source.

27. In connection with the sale of "Coco is Dead" jewelry on his alexandchloe.com website, Lichtenberg from time to time has displayed pictures of a model posing in a ragged t-shirt, purporting to be blood-streaked, emblazoned with the CHANEL and CC Monogram marks. Attached hereto as Exhibit C are true and correct copies of photographs that have appeared on Lichtenberg's website.

28. Upon information and belief, Lichtenberg has supplied jewelry from the "Coco is Dead" collection on a wholesale basis to numerous retail locations, including but not limited to Oak, a retailer doing business at 208 North 8th Street, Brooklyn, New York, 11211, and at 668 President Street, Brooklyn, New York, 11215. Upon information and belief, Oak sells jewelry from the "Coco is Dead" collection in its retail stores in Brooklyn as well as through its website operated at http://www.oaknyc.com.

29. On January 24, 2007, Chanel wrote to Lichtenberg, requesting that he immediately and permanently cease selling any jewelry comprised of the CC Monogram mark and to provide a written confirmation that he had done so.

30. Lichtenberg, using his fictitious business name "Alex & Chloe," responded to Chanel's January 24 letter with a letter dated February 8, 2007. In the February 8 letter,

Lichtenberg stated that he "w[ould] be more than happy to comply with [Chanel's] request to discontinue the 'Coco is Dead' pieces from [Alex and Chloe's] line." The February 8 letter further advised that Lichtenberg "w[ould] be making all of the 'Coco is Dead' pieces unavailable as quickly as possible from [Lichtenberg's] Online Store and to all of our customers and vendors."

31. Chanel confirmed its understanding of Lichtenberg's representations in a letter to Lichtenberg dated February 26, 2007. Relying on Lichtenberg's February 8 representations, Chanel took no further action against him at that time.

32. Despite the representations made in the February 8 letter, "Coco is Dead" jewelry continued to be displayed and offered for sale on Lichtenberg's website after February 8, 2007, and, upon information and belief, continued to be distributed to retailers such as Oak.

33. Upon discovering that "Coco is Dead" jewelry continued to be available, Chanel made multiple attempts to contact Lichtenberg by telephone in April 2007, without success. Thereafter, on May 4, 2007, Chanel again wrote to Lichtenberg, objecting to the continued sale of jewelry comprised of the CC Monogram mark and demanding immediate cessation of all sales on the website and to retailers, and immediate removal of the CC Monogram-based pieces from the alexandchloe.com website.

34. Lichtenberg ignored Chanel's May 24, 2007 letter and continued to display and continued to use the CC Monogram mark in connection with jewelry advertised and promoted on the alexandchloe.com website, and upon information and belief, continued to distribute the CC Monogram-based jewelry to retailers such as Oak.

35. As a result of Defendants' refusal to comply with Lichtenberg's earlier representations and Defendants' continued use of the CC Monogram mark despite Chanel's

objection and Lichtenberg's commitment to cease use, Chanel referred the matter to outside counsel.

36. On September 21, 2007, outside counsel for Chanel wrote a letter to Lichtenberg, once more objecting to his continued sale of jewelry incorporating the CC Monogram mark and given Lichtenberg an opportunity to resolve all issues concerning his unauthorized use of the CC Monogram mark without litigation.

37. Lichtenberg provided no written response to Chanel's September 21, 2007 letter, and continued to display certain pieces from the "Coco is Dead" collection incorporating the CC Monogram mark on his website. Upon information and belief, Lichtenberg also continued to sell such jewelry to consumers and to retailers such as Oak.

38. Despite numerous overtures from Chanel attempting to resolve this matter amicably, Lichtenberg has persisted in the unlawful conduct described herein.

39. Defendants are using the CC Monogram mark on goods that are identical to the goods that Chanel offers under its CC Monogram mark, namely jewelry.

40. Defendants are not associated or affiliated with Plaintiff and have never been authorized or otherwise licensed to use the CC Monogram mark or any other confusingly similar mark in connection with the sale or offering for sale of any goods or services.

41. Upon information and belief, Defendants' use of the CC Monogram mark is with full knowledge of Chanel's exclusive rights to the CC Monogram mark, with knowledge of the iconic status of the CC Monogram mark, with knowledge that the CC Monogram mark is associated exclusively with products of Plaintiff, and with the full and knowing intent of trading on Chanel's rights in the CC Monogram mark.

42. Upon information and belief, Defendants had actual notice of Plaintiff's rights to and interest in the CC Monogram mark and of the worldwide fame of that mark prior to its use of that mark, and, indeed, chose to use the CC Monogram mark in connection with jewelry because of the very fame of that mark. As a matter of law, Defendants were on constructive notice of Plaintiff's rights in the CC Monogram mark based on Chanel's registrations therefore.

43. Defendants' unauthorized use of the CC Monogram mark for jewelry is with a deliberate intent to ride on the fame and goodwill of Chanel's trademark and with the deliberate intent to create a false impression as to the source or sponsorship of Defendants' goods or to otherwise compete unfairly with Plaintiff. The goodwill that Plaintiff has built up in its brand through years of substantial investment and effort is put at risk by virtue of Defendants' appropriation of the CC Monogram mark to sell and advertise their own products.

44. Defendants' use of the CC Monogram mark is not for purposes of parody. Defendants are not using the CC Monogram mark to make a statement about Chanel or its products, but rather are simply exploiting the commercial value of the CC Monogram mark.

45. As a result of Defendants' use of the CC Monogram mark, Chanel is being irreparably harmed as the existence of such products – and particularly the suggestion that Coco Chanel met a violent death or lead the type of life that would have resulted in a violent death – lessens the value of Chanel's mark and brand.

46. Defendants' acts are likely to injure Chanel's goodwill and reputation. The use by Defendants of Chanel's CC Monogram mark unfairly and unlawfully wrests from Plaintiff control over its trademark and reputation. Plaintiff has no control over the quality of Defendants' products which are, upon information and belief, inferior to the products Chanel

sells under its CC Monogram mark. As a result, Plaintiff's extremely valuable reputation is put in jeopardy and may be permanently damaged.

47. Defendants' conduct has caused and, unless enjoined by this Court, will continue to cause irreparable injury to Plaintiff. Plaintiff has no adequate remedy at law.

FIRST CLAIM FOR RELIEF
TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1))

48. Plaintiff repeats and realleges each of the allegations set forth in paragraphs 1 through 47 above as if fully set forth herein.

49. Defendants' unauthorized use of the CC Monogram mark for goods identical to those provided by Plaintiff is likely to cause confusion or to cause mistake or to deceive Defendants' customers or potential consumers and the public as to the source or sponsorship of Defendants' goods. Consumers are likely to be misled into believing that Defendants' products are manufactured by, licensed by, sponsored by, approved by or otherwise associated with Plaintiff.

50. Upon information and belief, Defendants were on both actual and constructive notice of Plaintiff's exclusive rights in the registered CC Monogram mark prior to their own use of the CC Monogram mark. Defendants' use of Chanel's CC Monogram trademark is willful, in bad faith, and with full knowledge of the goodwill and reputation associated with the CC Monogram mark, and with full knowledge that Defendants have no right, license or authority to use the CC Monogram or any other mark confusingly similar thereto.

51. Defendants' acts are intended to reap the benefit of the goodwill that Chanel has created in its CC Monogram trademark and constitutes infringement of Plaintiff's federally registered trademark in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

52. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and, unless enjoined by this Court, will continue to both damage Chanel and deceive the public. Plaintiff has no adequate remedy at law.

SECOND CLAIM FOR RELIEF
FEDERAL UNFAIR COMPETITION (15 U.S.C. § 1125(a))

53. Plaintiff repeats and realleges paragraphs 1 through 52 above as if fully set forth herein.

54. Defendants' use of Plaintiff's CC Monogram mark constitutes a false designation of origin and a false representation with respect to the origin of Defendants' goods. Defendants' use of Plaintiff's CC Monogram trademark is likely to cause confusion, mistake, or deception as to the source of Defendants' goods and is likely to create the false impression that Defendants are affiliated with Chanel or that their goods are authorized, sponsored, endorsed, licensed by, or affiliated with Plaintiff. Defendants' actions constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

55. Defendants' use of the CC Monogram to in connection with their own jewelry destroys the value, exclusivity and reputation of the CC Monogram mark.

56. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and will continue both to damage Plaintiff and to deceive the public unless enjoined by this Court. Plaintiff has no adequate remedy at law.

THIRD CLAIM FOR RELIEF
FEDERAL TRADEMARK DILUTION (15 U.S.C. § 1125(c))

57. Plaintiff repeats and realleges paragraphs 1 through 57 above as if fully set forth herein.

58. As a result of extensive use and promotion of the CC Monogram mark and the goods offered thereunder by Chanel for decades, the CC Monogram mark is famous throughout the United States, is highly distinctive of Chanel's goods and is widely recognized among the consuming public as a designation of source of Chanel's goods. The CC Monogram mark became famous long before Defendants commenced their unauthorized use of the CC Monogram mark as described herein.

59. The Defendants' commercial use of the CC Monogram mark in connection with the sale of jewelry is diluting Chanel's famous CC Monogram mark by impairing the distinctiveness of the CC Monogram mark, thereby lessening the capacity of that mark to identify and distinguish Chanel exclusively.

60. The Defendants' commercial use of the CC Monogram mark in connection with the sale of jewelry also is diluting Chanel's famous CC Monogram mark by harming the reputation of the CC Monogram mark, thereby damaging the good reputation of Chanel and CC Monogram mark.

61. Upon information and belief, the foregoing acts were done willfully and deliberately, commencing long after Chanel's CC Monogram mark became famous, and with an intent to reap the benefit of Chanel's goodwill and dilute the distinctiveness of and tarnish Chanel's CC Monogram mark in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

62. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and will continue to damage Plaintiff unless enjoined by this Court. Plaintiff has no adequate remedy at law.

FOURTH CLAIM FOR RELIEF
TRADEMARK INFRINGEMENT AND
UNFAIR COMPETITION UNDER NEW YORK COMMON LAW

63. Plaintiff repeats and realleges paragraphs 1 through 62 above as if fully set forth herein.

64. Defendants have used the CC Monogram with full knowledge of Chanel's prior rights in the CC Monogram mark and of the fame and success of Chanel's product sold under and bearing that designation. Defendants' use of Plaintiff's mark is for the willful and calculated purpose of misappropriating and trading on Plaintiff's goodwill and business reputation. Furthermore, Defendants have used Plaintiff's mark for the willful and calculated purpose of causing confusion and mistake among the public and of deceiving the public as to the nature and origin of Defendants' products in violation of Plaintiff's rights under the common law of the state of New York.

65. Upon information and belief, Defendants were on notice of Chanel's exclusive rights in the CC Monogram mark before adopting a confusingly similar mark by virtue of Plaintiff's open sale and use of the mark and by virtue of Plaintiff's numerous federal trademark registrations for the mark. As a result, Defendants' adoption of a confusingly similar mark to the CC Monogram mark is willful, in bad faith and with full knowledge of Plaintiff's prior use of, exclusive rights in and ownership of the CC Monogram mark, and with full knowledge of the reputation and goodwill associated with that mark. By using Plaintiffs' CC Monogram mark without authorization, Defendants have been unjustly enriched and Plaintiff has been damaged.

66. The aforesaid conduct of Defendants constitutes unfair competition and trademark infringement under the common law of the State of New York.

67. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and will continue to both damage Chanel and to deceive the public unless enjoined by this Court. Plaintiff has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF
VIOLATION OF THE NEW YORK DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT (N.Y. General Business Law § 349)

68. Plaintiff repeats and realleges paragraphs 1 through 67 above as if fully set forth herein.

69. Defendants' unauthorized use of the CC Monogram mark has the capacity to deceive and is deceiving the public as to the source or sponsorship of Defendants' goods. As a result, the public will be damaged.

70. Defendants' conduct is willful and in knowing disregard of Plaintiff's rights.

71. Defendants have been and are engaged in deceptive acts or practices in the conduct of a business, trade or commerce in violation of Section 349 of the New York General Business Law.

72. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and will continue to both damage Chanel and to deceive the public unless enjoined by this Court. Plaintiff has no adequate remedy at law.

SIXTH CLAIM FOR RELIEF
TRADEMARK DILUTION UNDER NEW YORK LAW (N.Y. General Business Law § 360-*l*)

73. Plaintiff repeats and realleges paragraphs 1 through 72 above as if fully set forth herein.

74. As a result of extensive use and promotion of the CC Monogram mark and the goods offered thereunder by Chanel for decades, the CC Monogram mark is famous throughout

the United States, is highly distinctive of Chanel's goods and is widely recognized among the consuming public as a designation of source of Chanel's goods. The CC Monogram mark became famous long before Defendants commenced their unauthorized use of the CC Monogram mark as described herein.

75. Defendants' unauthorized use the CC Monogram mark is diluting and is likely to continue diluting such mark by blurring the distinctiveness thereof and by tarnishment, and is likely to injure Plaintiff's business reputation in that it has removed Plaintiff's reputation from its own control and that deficiencies in or complaints about Defendants' goods will redound to the harm of Plaintiff, all in violation of Section 360-*l* of the General Business Law of the State of New York.

76. Defendants' conduct has caused and is causing immediate and irreparable injury to Chanel and will continue to both damage Chanel and to deceive the public unless enjoined by this Court. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff Chanel, Inc. respectfully demands judgment as follows:

1) That a permanent injunction be issued enjoining Defendants, and any of their officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors and assigns, and all those persons in concert or participation with any of them, and any entity owned or controlled in whole or in part by any of the Defendants, from:

(a) using the CC Monogram mark, or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of Plaintiff's CC Monogram mark in or as part of a design, logo, or trademark or otherwise using such a mark in

connection with the importation, promotion, advertisement, sale, offering for sale, manufacture, production or distribution of any business, product or service;

(b) processing, packaging or transporting any product bearing the CC Monogram mark, or any mark that is a simulation, reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark;

(c) selling, offering, distributing, disseminating or otherwise providing any product that bears the CC Monogram mark or any mark that is a simulation, reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark;

(d) using any false designation of origin or false description (including, without limitation, any letters or symbols), or performing any act, which can, or is likely to, lead members of the trade or public to believe that Defendants are associated with Plaintiff or that any product imported, manufactured, distributed, or sold by Defendants are in any manner associated or connected with Plaintiff, or is authorized, licensed, sponsored or otherwise approved by Plaintiff;

(e) engaging in any other activity constituting unfair competition with Plaintiff, constituting an infringement of the CC Monogram mark, or diluting the CC Monogram mark;

(f) applying to register or registering in the United States Patent and Trademark Office or in any state trademark registry any mark consisting in whole or in part of the CC Monogram mark, or consisting in whole or in part of any

simulation, reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark;

(g) transferring, consigning, selling, shipping or otherwise moving any goods, packaging or other materials in Defendants' possession, custody or control bearing the CC Monogram mark or any mark that is a simulation, reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark;

(h) disposing, destroying, altering, moving, removing, concealing, tampering with or in any manner secreting any business records, including computer records of any kind, including invoices, correspondence, books of accounts, receipts or other documentation relating or referring in any manner to the manufacture, advertising, receiving, acquisition, importation, promotion, display, purchase, sale, offer for sale or distribution of any merchandise bearing the CC Monogram mark or any mark that is a simulation, reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark; and

(i) assisting, aiding o r abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (h) above.

2) Directing that Defendants deliver up to Plaintiff's attorney for destruction all goods, labels, tags, signs, stationery, prints, packages, promotional and marketing materials, advertisements and other materials (a) currently in its possession or under its control or (b) recalled by Defendants pursuant to any order of the Court or otherwise, incorporating, featuring or bearing the CC Monogram mark or that incorporate, feature or bear any simulation,

reproduction, copy, colorable imitation or confusingly similar variation of the CC Monogram mark, and all plates, molds, matrices and other means of making the same.

3) Directing such other relief as the Court may deem appropriate to prevent the public from deriving the erroneous impression that any product manufactured, sold or otherwise circulated or promoted by Defendants within the United States is authorized by Plaintiff or related in any way to Plaintiff or that Defendants are otherwise affiliated with Plaintiff.

4) Directing that Defendants file with the Court and serve upon Plaintiff's counsel within thirty (30) days after entry of judgment a report in writing under oath, setting forth in detail the manner and form in which they have complied with the above.

5) Awarding Plaintiff such damages it has sustained or will sustain by reason of Defendants' acts of trademark infringement, trademark dilution and unfair competition.

6) Awarding Plaintiff all gains, profits, property and advantages derived by Defendants from their unlawful conduct and, pursuant to 15 U.S.C. § 1117, awarding Plaintiff an amount up to three times the amount of actual damages sustained as a result of Defendants' violation of the Lanham Act.

7) Awarding to Plaintiff exemplary and punitive damages to deter any further willful infringement as the Court finds appropriate.

8) Awarding to Plaintiff its costs and disbursements incurred in this action, including reasonable attorneys' fees pursuant to 15 U.S.C. §1117(a).

9) Awarding to Plaintiff interest, including pre-judgment interest on the foregoing sums.

10) Awarding to Plaintiff such other and further relief as the Court may deem just and proper.

Dated: New York, New York
November 28, 2007

FROSS ZELNICK LEHRMAN & ZISSU, P.C.

By: _____
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Laura Popp-Rosenberg (LP 9694)
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New York, New York 10017
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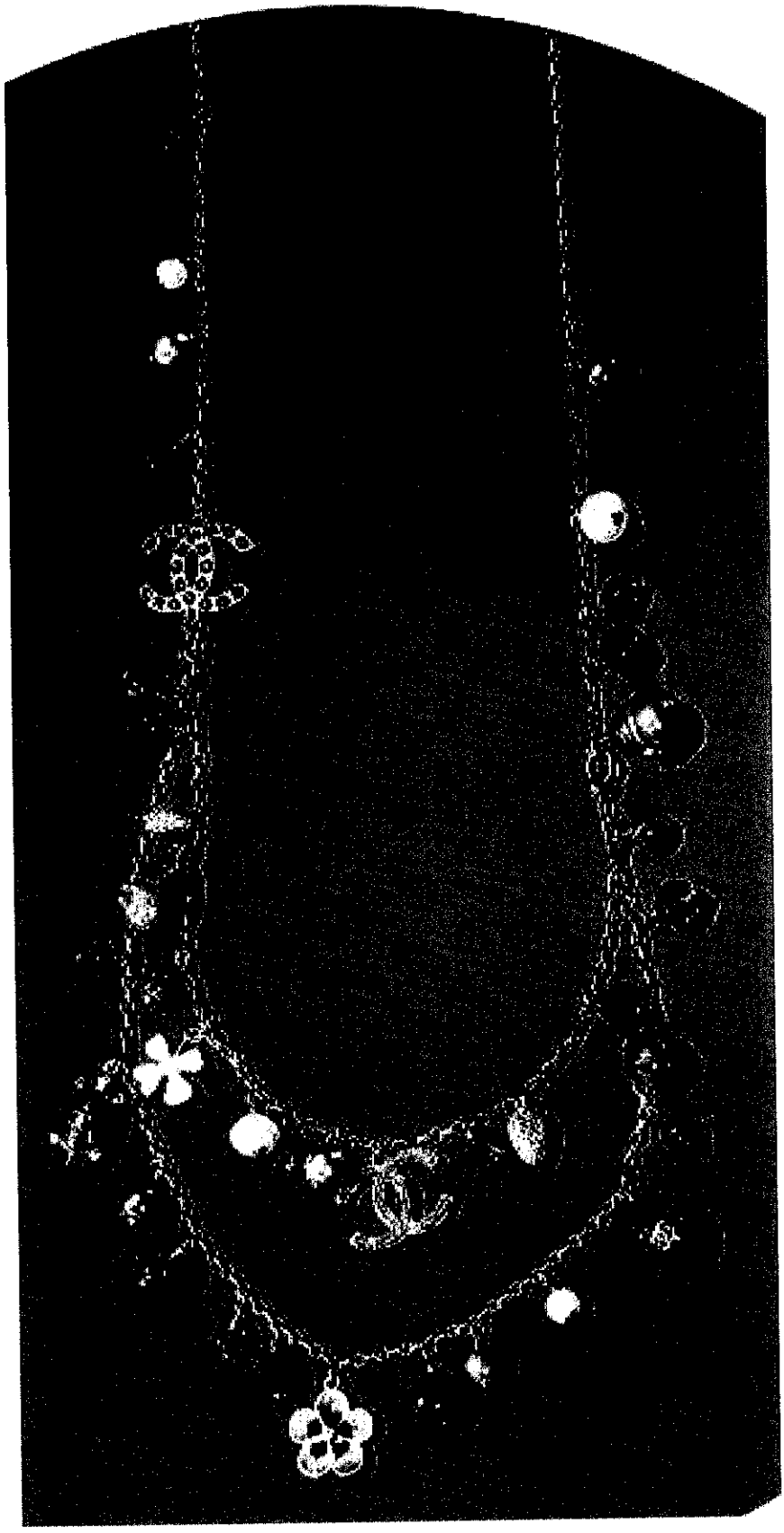
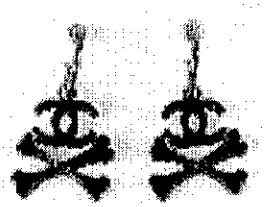
Attorneys for Plaintiff Chanel, Inc.

Exhibit A





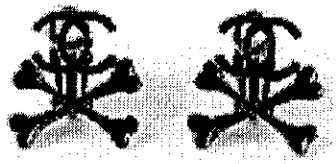
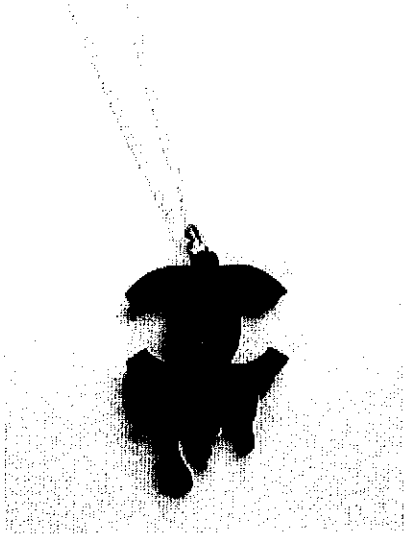
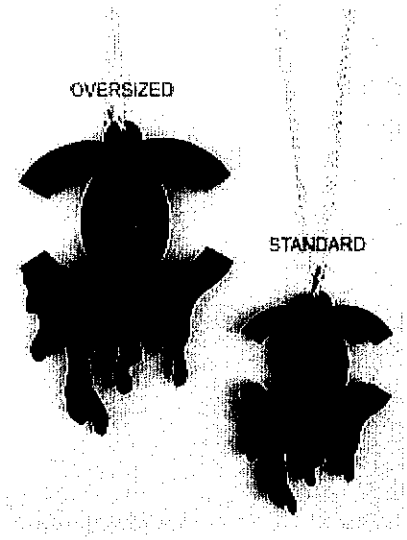


Exhibit B

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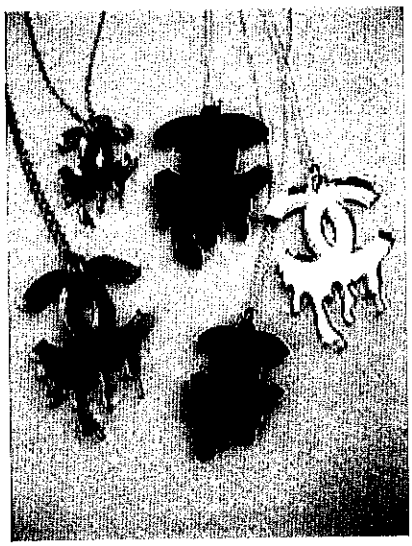
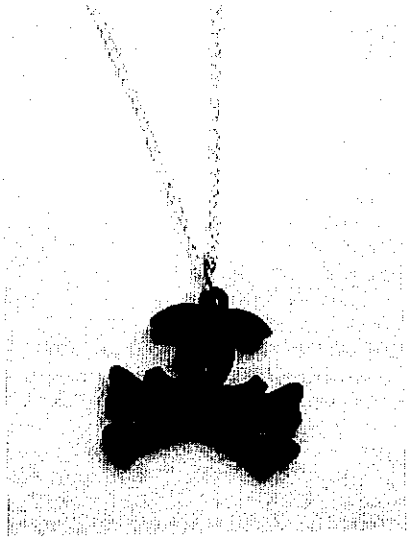
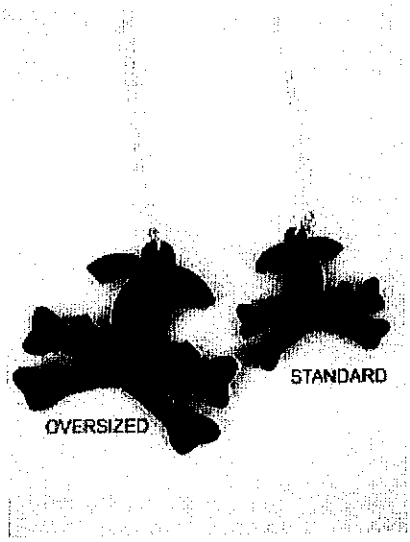
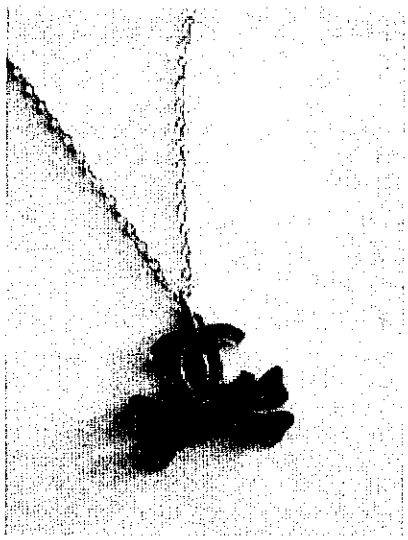
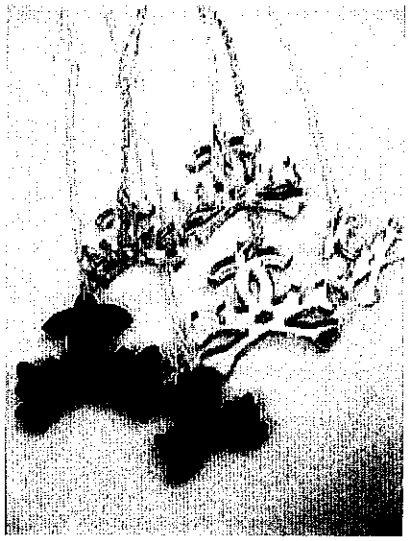
STANDARD

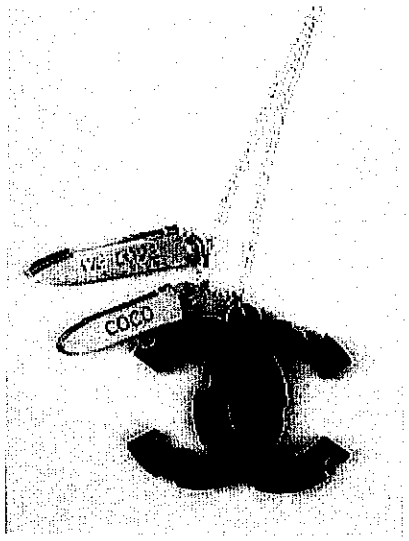





STANDARD
OVERSIZED



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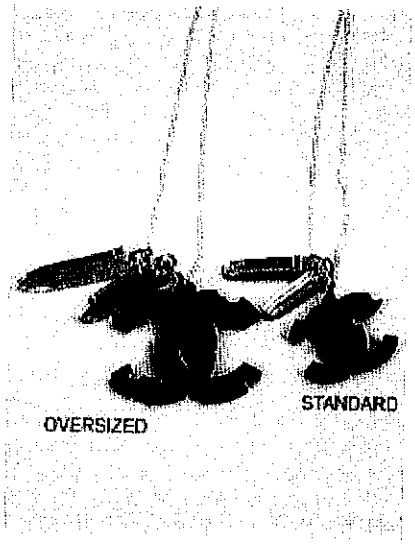
OVERSIZED
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