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DISTRICT COURT
SOUTH CAROLINA
CHARLESTON, SC

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

ANSWER TO:

CHANEL, Inc. a NEW YORK CORPORATION

vs.

R. POWELL, an individual,

DBA WONDERFAUXHANDBAGS.COM

DBA CELEBRITYSPECS.COM

Wonderfaux Handbags.com and Celebrity Specs.com are two dropship home-based businesses operated by R. Powell.

It has been alleged that the items offered via either or both of these venues are infringing on the registered trademarks of CHANEL, Inc, a NEW YORK CORPORATION.

Based on this allegation, this individual states the following:

1. The term "faux" is synonymous with false. When manufacturing faux objects, an attempt is made to create products which will resemble the imitated items as closely as possible, but are intentionally made to look "faux."

In this regard, the products offered via the Wonderfaux Handbags.com website have been represented to this individual as designer inspired merchandise ("Chanel style" or "Inspired by Chanel") intentionally made to look "faux."

The suppliers that dropship directly to the buyer the merchandise offered on the Wonderfaux Handbags website include some variation of one or more of the following statements on their website, in their literature, and/or within their email correspondences with this individual:

"We do not sell authentic or genuine brand name handbags/wallets/sunglasses.

We do not represent our handbags/wallets/ sunglasses to be authentic, original, or genuine to any registered designer brand labels or their copyrighted products, nor do we represent that they are exact copies, therefore, they do not violate any copyright laws.

We only state that they are comparable in appearance to the designer brand handbags/wallets/sunglasses.

We are not affiliated to, and not associated or sponsored by any of the trademark owners of designer handbags/wallets/ sunglasses manufacturers.

Our handbags/wallets/sunglasses are to be used for entertainment purposes only."

Based on the representations of this individual's suppliers and/or the statements/text posted their website, within their literature, and/or within their email correspondences and due to the fact that the merchandise is dropshipped to the buyer, this individual has published the following statements and/or terms and conditions on the Wonderfaux Handbags.com website:

Legal Notice

- We make every effort to ensure the accuracy of our prices and information. However, mistakes and typographical errors may, nevertheless, occur. We reserve the right to correct those errors, and we apologize in advance for any inconvenience. In the event a transaction that was predicated on misinformation is completed, Wonderfaux Handbags reserves the right to cancel the transaction with no further liability on its part.

Trademarks

1. All brand, product, service, and process names appearing on this website are trademarks of their respective holders. Reference to or use of a product, service, or process does not imply recommendation, approval, affiliation, or sponsorship of that product, service, or process by Wonderfaux Handbags. Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, copyright, trademark, or other intellectual property right of Wonderfaux Handbags or any third party, except as expressly granted herein.

Use Of Site

2. This site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this site may contain technical inaccuracies or typographical errors. Information, including product pricing and availability, may be changed or updated without notice. Wonderfaux Handbags and its subsidiaries reserve the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if Wonderfaux Handbags believes that customer conduct violates applicable law or is harmful to the interests of Wonderfaux Handbags and its subsidiaries.
3. Disclaimers about our Images

The images of the products featured on the website were obtained by our suppliers (when provided), nonsuppliers that sell similar merchandise, or via internet searches. If these images were obtained via internet searches or from nonsuppliers that allow for their images to be copied, Wonderfaux Handbags finds that the images used on this website are public domain. If you see any images that you feel are inappropriate, please contact us immediately at sales@wonderfauxhandbags.com and the image will be promptly removed.

- Disclaimer about our Products

Our products are high quality, designer-inspired alternatives to actual Gucci®,

Fendi®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®, Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, or Thomas Wylde®. It is not our intention to deceive our customers into believing that they are purchasing originals. Rather, we offer designer inspired handbags as an affordable alternative to the designer options. We do not represent that our handbags/wallets/ sunglasses as being exact copies, therefore, they do not violate any copyright laws.

Authentic Gucci®, Fendi®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®, Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, Thomas Wylde® etc. . . can only be purchased from an authorized dealer and/or their affiliates.

Wonderfaux Handbags is not a representative nor is associated with, or sponsored by Gucci®, Fendi®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®, Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, Thomas Wylde®, or any other high-level designers or their copyrighted products.

Wonderfaux Handbags is acting in good faith with a number of third party suppliers and shall not be held liable for any misrepresentations or poor quality (craftsmanship) on their part.

Consumer Agreement

- Our handbags are of the highest quality. However, they are not the product of the designers who inspired them. Therefore, variations should be anticipated. Additionally, because we in no way represent our handbags as being exact copies, we do not violate any copyright laws.

In purchasing these handbags, the buyer agrees not to sell or represent them as authentic items. Our items are to be used for entertainment and novelty purposes only. We accept no responsibility for the false portrayal of our merchandise as authentic handbags, purses, and/or accessories. We assume no civil or criminal liability for the actions of those who buy our products.

We do not sell authentic Gucci®, Fendi®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®, Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, or Thomas Wylde® items. We make reference to these names for the purpose of comparison only. Any references to Gucci®, Fendi®, Coach®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®,

Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, Thomas Wylde® or other brand names are made simply to compare them to our designer alternative bags in terms of price, quality, or style.

Any purchase made indicates that the customer has agreed with this disclaimer and is aware that he or she is purchasing a designer inspired product, not an authentic Gucci®, Fendi®, Balenciaga®, Chloe®, Ferragamo®, Prada®, Hermes®, Celine®, Tod's®, Kooba®, Christian Dior®, Mulberry®, Jimmy Choo®, Dolce & Gabbana®, Yves Saint Laurent®, Bottega Veneta®, Alexander Mcqueen®, Jimmy Choo®, Juicy®, Miu Miu®, Versace®, Thomas Wylde®, etc., handbag or accessory.

Warranties

- The Content included in this website has been compiled from a variety of sources and is subject to change without notice as are any products, programs, offerings, or technical information described in this Web site. Wonderfaux Handbags makes no representation or warranty whatsoever regarding the completeness, quality, or adequacy of the website or Content, or the suitability, functionality, or operation of this website or its Content. By using this website, you assume the risk that the Content on this website may be inaccurate, incomplete, offensive, or may not meet your needs and requirements. Wonderfaux Handbags SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THESE WEBPAGES AND CONTENT. IN NO EVENT WILL Wonderfaux Handbags BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

-- OR Depending on State --

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The references and descriptions of products or services within the website materials are provided "as is" without any warranty of any kind, either express or implied. Wonderfaux Handbags is not liable for any damages, including any incidental or consequential damages, of any kind that may result to the user from the use of the materials on this website or of any of the products or services

described hereon.

The descriptions of, and references to, products, services, and companies on this website are the sole responsibility of the companies providing the information ("suppliers"), and not Wonderfaux Handbags.

The inclusion of material on this server does not imply any endorsement by Wonderfaux Handbags, which makes no warranty of any kind with respect to the subject matter of the server materials advertised.

A possibility exists that the server materials could include inaccuracies or errors. Additionally, a possibility exists that unauthorized additions, deletions, and alterations could be made by third parties to the server materials. Although Wonderfaux Handbags tries to ensure the integrity and the accurateness of the server materials, it makes no guarantees about their correctness or accuracy. Before relying on any representation made in any of the server materials, check with the supplier of the product or service to ensure that the information you are relying upon is correct.

- **Conditions of Sale and Payment Terms.**

To purchase any goods on Celebrity Specs.com, you must (a) be at least eighteen (18) years of age or the applicable state age of majority, (b) be a natural person (no corporations, partnerships or other legal entities), and (c) be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions ("United States").

Miscellaneous

- **VOID WHERE PROHIBITED:** Although the information on this Website is accessible worldwide, not all products or services discussed in this Website are available to all persons or in all geographic locations or jurisdictions. Wonderfaux Handbags and its suppliers each reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any products or services that they provide. Any offer for any product or service made in the materials on this Website is void where prohibited.
- **GOVERNING LAW:** In the event of litigation both parties agree that the Law of SC shall apply and both parties consent to the jurisdiction of the state courts of Charleston, SC, or in the event of diversity of citizenship, the United States District Court for the (District). Both parties expressly waive a trial by jury.
- **MISCELLANEOUS:** The Terms and Conditions constitute the entire agreement between you and Wonderfaux Handbags with respect to this Web site. The Terms

and Conditions supercede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Wonderfaux Handbags with respect to this Web site. No modification of the Terms and Conditions shall be effective unless it is authorized by Wonderfaux Handbags. If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

2. The term "authentic" is synonymous with genuine and real. The products offered via the Celebrity Specs.com website have been represented to this individual as genuine merchandise.

The suppliers that dropship directly to the buyer the Chanel merchandise offered on the Celebrity Specs website include some variation of one or more the following statements on their website, in their literature, and/or within their email correspondences with this individual:

"All of the merchandise we sell is authentic."

"We deal with stocklots of designer/brand name apparel and accessories. This consists in overstocks, surplus, cancel orders, end-of-series, and season orders from current season and previous year collection."

"Merchandise is genuine with regular tags and labels, legitimately distributed by authorized Europe-based sellers, with proper documentation to prove origins."

"If requested, goods are sold and shipped with explicit commercial invoice, and a letter of indemnity to certify origins of the merchandise."

"All orders are shipped ex-works from our warehouse in Florence, unless otherwise stated. Certain offers are area-restricted and cannot be sold in some parts of the world. Special mention will be specified in such cases."

Based on the representations of this individual's suppliers and/or the statements/text posted on their website, within their literature, and/or within their email correspondences with this individual and due to the fact that the merchandise is dropshipped to the buyer, this individual has published the following statements and/or terms and conditions on the Celebrity Specs.com website:

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Trademarks

- All brand, product, service, and process names appearing on this Website are trademarks of their respective holders. Reference to or use of a product, service, or process does not imply recommendation, approval, affiliation, or sponsorship of that product, service, or process by Celebrity Specs. Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, copyright, trademark, or other intellectual property right of Celebrity Specs or any third party, except as expressly granted herein.

Use Of Site

- This site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this site may contain technical inaccuracies or typographical errors. Information, including product pricing and availability, may be changed or updated without notice. Celebrity Specs and its subsidiaries reserve the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if Celebrity Specs believes that customer conduct violates applicable law or is harmful to the interests of Celebrity Specs and its subsidiaries.

- Disclaimers about our Images

The images of the products featured on the website were obtained by our suppliers (when provided), nonsuppliers that sell similar merchandise, or via internet searches. If these images were obtained via internet searches or from nonsuppliers that allow for their images to be copied, Wonderfaux Handbags finds that the images used on this website are public domain. If you see any images which you feel are inappropriate, please contact us immediately at sales@celebrityspecs.com and the image will be promptly removed.

- Disclaimer about our Products

Celebrity Specs is acting in good faith with a number of third party suppliers and shall not be held liable for any misrepresentations on their part.

- Limitations of Liability

Celebrity Specs MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE, AND YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS OTHERWISE AT YOUR SOLE RISK. YOUR SOLE REMEDY FOR BREACH OF THE WARRANTY CONTAINED IN THIS PARAGRAPH IS RETURN FOR REFUND OR CONFORMING REPLACEMENT.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Celebrity Specs DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND QUIET ENJOYMENT.

Celebrity Specs.com WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE and/or products SOLD ON ITS SITE. THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

USE OF (OR INABILITY TO USE) THE SUNGLASSES/EYEGLASSES/
WALLETS/HANDBAGS

USE OF (OR INABILITY TO USE) THE SITE

USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU
HYPERLINK FROM OUR SITE

FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED
OR DESIRED

ERROR ON OUR SITE

OMISSION ON OUR SITE

INTERRUPTION OF AVAILABILITY OF OUR SITE

DEFECT ON OUR SITE

DELAY IN OPERATION OR TRANSMISSION OF OUR SITE

COMPUTER VIRUS OR LINE FAILURE

PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING (without limitation): DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES.")

Loss of or damage to data, income, profit, or property, and claims of third parties

OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTAL DAMAGES.")

WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

EXCEPTION: CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE.

Warranties

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Content on this website may be inaccurate, incomplete, offensive, or may not meet your needs and requirements. Celebrity Specs SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THESE WEB PAGES AND CONTENT. IN NO EVENT WILL Celebrity Specs BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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The references and descriptions of products or services within the website materials are provided "as is" without any warranty of any kind, either express or implied. Celebrity Specs is not liable for any damages, including any consequential damages, of any kind that may result to the user from the use of the materials on this website or of any of the products or services described hereon.

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- Conditions of Sale and Payment Terms.

To purchase any goods on Celebrity Specs.com, you must (a) be at least eighteen (18) years of age or the applicable state age of majority, (b) be a natural person (no corporations, partnerships or other legal entities), and (c) be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions ("United States").

Miscellaneous

- **VOID WHERE PROHIBITED:** Although the information on this website is accessible worldwide, not all products or services discussed in this website are available to all persons or in all geographic locations or jurisdictions. Celebrity Specs and the suppliers each reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any products or services that they provide. Any offer for any product or service made in the materials on this Website is void where prohibited.
- **GOVERNING LAW:** In the event of litigation both parties agree that the Law of the State of business registration of Celebrity Specs shall apply and both parties shall consent to the jurisdiction of said State's courts, or in the event of diversity of citizenship, the United States District Court for the (District). Both parties expressly waive a trial by jury.
- **MISCELLANEOUS:** The Terms and Conditions constitute the entire agreement between you and Celebrity Specs with respect to this website. The Terms and Conditions supercede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Celebrity Specs with respect to this Web site. No modification of the Terms and Conditions shall be effective unless it is authorized by Celebrity Specs. If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

Therefore, based on the representations of this individual's suppliers and/or the statements/text included on their website, within their literature, and/or with their email correspondences with this individual, this individual feels that she is acting in good faith.

- According to the suppliers of the designer inspired merchandise ("Chanel style" or "Inspired by Chanel"), the merchandise is intentionally made to look "faux."
- According to the suppliers of the genuine Chanel merchandise, the merchandise is genuine and authentic.

Furthermore, respectfully all merchandise labeled by this individual's suppliers as "Inspired by Chanel" or "Chanel style" has been disabled from and are no longer offered on Wonderfaux Handbags.com.

Additionally, all items labeled by this individual's suppliers as genuine Chanel merchandise has been disabled from and are no longer offered on Celebrity Specs.com.

It is the hope of this individual that it will be found that:

Due to the limitations placed on an individual or business, particularly an individual or business that utilizes dropshipping, the reliance on the representations of one's suppliers should not be held to the detriment of the individual or business.

Date:

3/8/08

By: 

R. Powell

D.B.A. Wonderfaux Handbags,
Wonderfaux Handbags.com,
Celebrity Specs, Celebrity
Specs.com