



1           3.     Plaintiff has alleged that Defendant's purchase and sale of products which  
2 infringe upon the Coach Marks constitutes trademark infringement and unfair  
3 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq. and under the  
4 common law.

5           4.     Defendant and its agents, servants, employees and all persons in active  
6 concert and participation with it who receive actual notice of this Final Judgment are  
7 hereby permanently restrained and enjoined from infringing upon the Coach Marks,  
8 either directly or contributorily, in any manner, including generally, but not limited to  
9 manufacturing, importing, distributing, advertising, selling and/or offering for sale any  
10 unauthorized product bearing the Coach Marks, or marks confusingly similar or  
11 substantially similar to the Coach Marks, and, specifically from:

12                 (a)    Using the Coach Marks or any reproduction, counterfeit, copy or  
13 colorable imitation of the Coach Marks in connection with the manufacture,  
14 importation, distribution, advertisement, offer for sale and/or sale of merchandise  
15 comprising not the genuine products of Coach, or in any manner likely to cause others  
16 to believe that the Counterfeit Products are connected with Coach or Coach's genuine  
17 merchandise bearing the Coach Marks;

18                 (b)    Passing off, inducing or enabling others to sell or pass off any  
19 products or other items that are not Coach's genuine merchandise as and for Coach's  
20 genuine merchandise;

21                 (c)    Leasing space to any tenant who is engaged in the manufacturing,  
22 purchasing, production, distribution, circulation, sale, offering for sale, importation,  
23 exportation, advertisement, promotion, display, shipping, marketing of Infringing  
24 Products

25                 (d)    Committing any other acts calculated to cause purchasers to believe  
26 that Defendant's products are Coach's genuine merchandise unless they are such;

27                 (e)    Shipping, delivering, holding for sale, distributing, returning,  
28 transferring or otherwise moving, storing or disposing of in any manner items falsely

1 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation  
2 of same; and

3 (f) Assisting, aiding or attempting to assist or aid any other person or  
4 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
5 4(e) above.

6 5. Without any admission of liability, the parties have agreed that Defendant  
7 shall pay to Plaintiff an amount in settlement of Plaintiff's demand for damages,  
8 profits, costs, disbursements, and attorneys' fees based upon Defendant's alleged  
9 infringing activities. Plaintiff and Defendant shall bear their own costs associated with  
10 this action.

11 6. The execution of this Final Judgment by Counsel for the parties shall  
12 serve to bind and obligate the parties hereto.

13 7. The jurisdiction of this Court is retained for the purpose of making any  
14 further orders necessary or proper for the construction or modification of this Final  
15 Judgment, the enforcement thereof and the punishment of any violations thereof.  
16 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
17 Defendant Bonita Trading Co.

18  
19 IT IS SO ORDERED.

20  
21 DATED: October 16, 2009



22 **HON. A. HOWARD MATZ**  
23 **United States District Judge**