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7  
 8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10  
 11 COACH, INC., a Maryland Corporation. ) CASE NO. 09-771 R (CWx)

12 ) Plaintiff,  
 13 vs.

14 YH FOREVER, INC., a California  
 Corporation,

15 ) Defendants.  
 16 )

**ORDER RE FINAL JUDGMENT  
 UPON CONSENT INCLUDING  
 PERMANENT INJUNCTION AND  
 VOLUNTARY DISMISSAL OF  
 ACTION WITH PREJUDICE**

**Honorable Manuel Real**

17  
 18 Plaintiff Coach, Inc. (“Plaintiff” or “Coach”) and Defendant YH Forever, Inc.  
 19 (“Defendant”) have entered into a Settlement Agreement and Mutual Release as to the  
 20 claims in the above referenced matter. Defendant, having agreed to consent to the  
 21 below terms, it is hereby:

22 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

- 23 1. This Court has jurisdiction over the parties to this Final Judgment and has  
 24 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.  
 25 2. Coach Services, Inc., Coach, Inc.’s wholly-owned subsidiary (hereinafter  
 26 collectively “Coach”), is the worldwide owner of the trademark “COACH” and  
 27 various composite trademarks and assorted design components (“Coach Marks”).  
 28

1           3.     Coach owns the “CC CC CC CC” Mark, which appears on Coach  
2 products in a repetitive manner varying in different sizes and colors (“CC Design”).  
3 Coach has used the CC Design in association with the sale of goods since as early as  
4 2001 in connection with its “Signature” line of handbags and wallets. Registrations for  
5 the CC Design include but are not limited to U.S. Registration Nos. 2,626,565;  
6 2,822,318, and 3,012,585.

7           4.     Plaintiff has alleged that Defendant’s purchase and sale of products which  
8 infringe upon the CC Design constitutes trademark infringement and unfair  
9 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq and under the  
10 common law. Defendant has denied Plaintiff’s claims as alleged.

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

18               (a)     Using the MW Mark in the manner depicted in **Exhibit 1** attached  
19 hereto or any other manner that is confusingly similar to Coach’s CC Design;

20               (b)     Using the Coach Marks or any reproduction, counterfeit, copy or  
21 colorable imitation of the Coach Marks in connection with the manufacture,  
22 importation, distribution, advertisement, offer for sale and/or sale of merchandise  
23 comprising not the genuine products of Coach, or in any manner likely to cause others  
24 to believe that the Counterfeit Products are connected with Coach or Coach’s genuine  
25 merchandise bearing the Coach Marks;

26               (c)     Passing off, inducing or enabling others to sell or pass off any  
27 products or other items that are not Coach’s genuine merchandise as and for Coach’s  
28 genuine merchandise;

1 (d) Leasing space to any tenant who is engaged in the manufacturing,  
2 purchasing, production, distribution, circulation, sale, offering for sale, importation,  
3 exportation, advertisement, promotion, display, shipping, marketing of Infringing  
4 Products

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

7 (f) Shipping, delivering, holding for sale, distributing, returning,  
8 transferring or otherwise moving, storing or disposing of in any manner items falsely  
9 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation  
10 of same; and

11 (g) Assisting, aiding or attempting to assist or aid any other person or  
12 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
13 4(e) above.

14 6. The execution of this Final Judgment shall serve to bind and obligate the  
15 parties hereto.

16 7. The jurisdiction of this Court is retained for the purpose of making any  
17 further orders necessary or proper for the construction or modification of this Final  
18 Judgment, the enforcement thereof and the punishment of any violations thereof.  
19 Except as otherwise provided herein, this action is fully resolved with prejudice.  
20

21 IT IS SO ORDERED.

22  
23 DATED: Nov. 16, 2009



24 \_\_\_\_\_  
25 Hon. Manuel Real  
26 United States District Judge  
27  
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