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**MADE JS-6**

6 *Attorneys for Plaintiff*  
 7 *Coach Services, Inc.*

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

11 COACH SERVICES, INC., a Maryland  
 12 Corporation,

Plaintiff,

vs.

14 AUTEK, INC., a California Corporation;  
 15 AUTEK MANUFACTURING, LLC, a  
 16 California Limited Liability Company;  
 17 SCOTT GE a/k/a QHANSHAN GE, an  
 18 individual; FANG SUN, an individual;  
 19 RALPH PHIPPS, an individual and DOES  
 1-10, inclusive,

Defendants.

) CASE NO. CV 09-8586 GW (ANx)





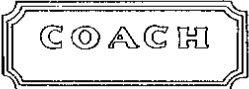

) **CONSENT JUDGMENT**  
 ) **INCLUDING A PERMANENT**  
 ) **INJUNCTION AND VOLUNTARY**  
 ) **DISMISSAL OF ACTION WITH**  
 ) **PREJUDICE**


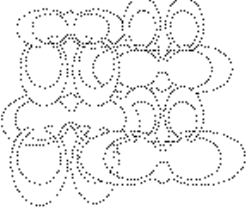
20 Plaintiff Coach Services, Inc. (“Coach”) and Defendants Autek, Inc., Scott Ge  
 21 a/k/a Quanshan Ge, Fang Sun, and Ralph Phipps (collectively “Defendants”) have  
 22 entered into a Settlement Agreement and Mutual Release as to the claims in the above  
 23 referenced matter. Defendants, having agreed to consent to the below terms, it is  
 24 hereby:

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

- 26 1. This Court has jurisdiction over the parties to this Final Judgment and has  
 27 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

1           2.     Coach is the worldwide owner of the trademark “COACH” and various  
 2 composite trademarks and assorted design components (collectively “Coach Marks”).  
 3 Coach Marks include *but are not limited to* the following marks:

Mark	U.S. Registration No(s).	Registration Date
“COACH”	751, 493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847 2,534,429	06/15/1999 01/29/2002
	1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
 Signature “C” Logo	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009

 Coach "Op Art" Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005

3. Plaintiffs have alleged that Defendant’s purchase and sale of products which infringe upon one or more of the Coach Marks constitutes trademark infringement, copyright infringement, and unfair competition under the Copyright Act, 17 U.S.C. § 501, et seq., the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

4. Defendant and its agents, servants, employees and all persons in active concert and participation with its who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, either directly or contributorily, in any manner, including but not limited to:

- (a) Manufacturing, importing, purchasing, distributing, advertising, offering for sale, and/or selling any products which bear marks/designs identical, substantially similar, and/or confusingly similar to the Coach Marks;
- (b) Using the Coach Marks or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise;
- (c) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Coach’s genuine merchandise as genuine Coach 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 products which  
4 bear marks/designs identical, substantially similar, and/or confusingly similar to the  
5 Coach Marks;

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

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

12 (g) Assisting, aiding or attempting to assist or aid any other person or  
13 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
14 4(f) above.


15 5. The parties have agreed that Defendant shall pay to Plaintiff an amount in  
16 settlement of Plaintiff's demand for damages, profits, costs, disbursements, and  
17 attorneys' fees based upon Defendant's alleged infringing activities. Plaintiff and  
18 Defendant shall bear their own costs associated with this action.

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

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

25 **IT IS SO ORDERED.**

26 DATE: September 14, 2010

27   
28 Hon. George H. Wu  
United States District Judge