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*Attorneys for Plaintiffs*

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA

11 COACH INC., a Maryland corporation;  
 12 COACH SERVICES, INC., a Maryland  
 13 corporation; CHROME HEARTS LLC, a  
 14 Delaware Limited Liability Company,

Plaintiff,

vs.

15 JAY-Y ENTERPRISE CO., INC., a  
 16 California corporation; JAMES CHEN,  
 17 an individual; and DOES 1-10, inclusive,

Defendants.

) CASE NO. CV 10-7984 PA (PJWx)

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

19 WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Coach”) and  
 20 Defendants Jay-Y Enterprise Co., Inc. and James Chen (collectively “Defendants”)  
 21 have entered into a Settlement Agreement and Mutual Release as to the claims in the  
 22 above referenced matter. Defendants, having agreed to consent to the below terms, it  
 23 is hereby:

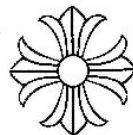
**ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

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

1 Amongst the many Coach Marks, one of the most well-known and recognized marks is  
2 Coach’s Signature “C” Mark (see below). Coach has used the Signature “C” Mark in  
3 association with the sale of goods since as early as 2001. The Signature “C” Mark was  
4 first registered at the U.S. Patent and Trademark Office on September 24, 2002.  
5 Registrations for the Signature “C” Mark include, but are not limited to, U.S. Reg.  
6 Nos. 2,832,589; 3,695,290; and 2,534,429



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10 3. Chrome Hearts, LLC is the owner of the word/mark “Chrome Hearts” and  
11 various composite trademarks comprising the Chrome Hearts mark and assorted design  
12 components (hereinafter collectively the “Chrome Hearts Marks”). Amongst the  
13 Chrome Hearts Marks, the CH Plus Mark (which include but are not limited to U.S.  
14 Trademark Reg. Nos. 3,731,400; 3,365,408; 3,385,449; and 3,388, 911) is one of the  
15 most well recognized and serve as instant source identifier for Chrome Hearts’  
16 products. The CH Plus Mark is also registered with the U.S. Copyright Office (U.S.  
17 Copyright Reg. No. VA 705-233)



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20 4. Plaintiffs have alleged that Defendants’ importation, distribution,  
21 advertisement, offering for sale, and sale of products which infringe upon Coach’s  
22 Signature “C” Mark and Chrome Hearts’ CH Plus Mark constitute trademark  
23 infringement, trademark dilution, copyright infringement, and unfair competition under  
24 the Lanham Trademark Act, the Copyright Act, and under the common law.

25 5. Defendants and their agents, servants, employees and all persons in active  
26 concert and participation with them who receive actual notice of this Final Judgment  
27 are hereby permanently restrained and enjoined from infringing upon Coach’s  
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1 Signature “C” Mark and Chrome Hearts’ CH Plus Mark (“Plaintiffs’ Respective  
2 Marks”) either directly or contributorily in any manner, including:

3 (a) manufacturing, importing, distributing, advertising, selling and/or  
4 offering for sale any products bearing the marks/designs depicted on the eyewear  
5 (regardless of colors) shown below and/or any products bearing Plaintiffs’ Respective  
6 Marks, or marks confusingly similar or substantially similar thereto (“Accused  
7 Products”);



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18 (b) Using Plaintiffs’ Respective Marks or any reproduction,  
19 counterfeit, copy or colorable imitation thereof in connection with the manufacture,  
20 importation, distribution, advertisement, offer for sale and/or sale of merchandise  
21 comprising not the genuine products of Plaintiffs, or in any manner likely to cause  
22 others to believe that Defendants’ products are connected with Plaintiffs or Plaintiffs’  
23 genuine merchandise;

24 (c) Shipping, delivering, holding for sale, distributing, returning,  
25 transferring or otherwise moving, storing or disposing of in any manner Infringing  
26 Products except as provided under the parties Settlement Agreement;

27 (d) Manufacturing, importing, purchasing, producing, distributing,  
28 circulating, selling, offering for sale, importing, exporting, advertising, promoting,

1 displaying, shipping or marketing goods bearing a mark or feature identical and/or  
2 confusingly similar to Plaintiffs' Respective Marks, service marks, trade names, logos  
3 and/or copyrighted works;

4 (e) Committing any other acts calculated to cause purchasers to believe  
5 that Defendants' products are Plaintiffs' genuine merchandise or associated with  
6 Plaintiffs in any way;

7 (f) Assisting, aiding or attempting to assist or aid any other person or  
8 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to  
9 5(e) above.

10 6. Plaintiffs and Defendants shall bear their own costs and attorneys' fees  
11 associated with this action.


12 7. The execution of this Final Judgment shall serve to bind and obligate the  
13 parties hereto.

14 8. Except to the extent relief is granted on Plaintiffs' Complaint through the  
15 entry of this Final Judgment, Plaintiffs' Complaint is dismissed with prejudice.

16 9. 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.

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21 **IT IS SO ORDERED.**

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24 DATED: August 15, 2011

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27 Hon. Percy Anderson  
28 **United States District Judge**