

1 Brent H. Blakely (SBN 157292)
 2 bblakely@blakelylawgroup.com
 3 Cindy Chan (SBN 247495)
 4 cchan@blakelylawgroup.com
 5 **BLAKELY LAW GROUP**
 6 915 North Citrus Avenue
 7 Hollywood, California 90038
 8 Telephone: (323) 464-7400
 9 Facsimile: (323) 464-7410

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NOTE: CHANGES MADE BY THE COURT

6 *Attorneys for Plaintiffs*
 7 *Coach, Inc. and Coach Services, Inc.*

8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

15 HEIM DISTRIBUTION, INC., a
 16 California Corporation dba CENTRAL
 17 DISTRIBUTION, INC.; YOON S.
 18 CHUNG, an individual; and DOES 1-10,
 19 inclusive,

Defendants.







) CASE NO. CV 10-8659 RGK (JEMx)
) **[PROPOSED] ORDER GRANTING**
) **CONSENT JUDGMENT INCLUDING**
) **A PERMANENT INJUNCTION AND**
) **VOLUNTARY DISMISSAL OF**
) **ACTION WITH PREJUDICE**


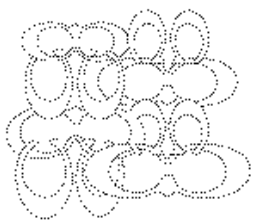


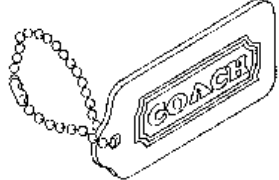
20 WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Coach”) and
 21 Defendants Heim Distribution, Inc. dba Central Distribution, Inc. and Yoon S. Chung
 22 (collectively “Defendants”) have entered into a Settlement Agreement and Mutual
 23 Release as to the claims in the above referenced matter. Defendants, having agreed to
 24 consent to the below terms, it is 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. **FOR PURPOSES OF THIS ACTION**, Coach is the worldwide owner
 2 of the trademark “COACH” and various composite trademarks and assorted design
 3 components (collectively “Coach Marks”). Coach Marks include but are not limited to
 4 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

<p>1</p> <p>2</p> <p>3</p> <p>4</p>  <p>Coach "Op Art" Mark</p>	<p>3,696,470</p>	<p>10/13/2009</p>
<p>5</p> <p>6</p> <p>7</p> <p>8</p> 	<p>3,012,585</p>	<p>11/08/2005</p>
<p>9</p> <p>10</p> <p>11</p> <p>12</p> 	<p>3,338,048</p>	<p>11/11/2007</p>
<p>13</p> <p>14</p> <p>15</p> <p>16</p> 	<p>2,162,303</p>	<p>06/02/1998</p>
<p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> 	<p>2,088,707</p>	<p>08/19/1997</p>

22 3. **FOR PURPOSES OF THIS ACTION**, in addition to its ownership of
23 various trademark registrations to the Coach Marks, Coach has valid copyright
24 registrations to many of the Coach Marks as well, including but not limited to the
25 Coach Horse and Carriage Mark (U.S. Copyright Reg. No. VA0001714051 and U.S.
26 Trademark Reg. No. 3,441,671)

1 4. Plaintiffs have alleged that Defendants' importation, distribution,
2 advertisement, offering for sale, and sale of products which infringe upon one or more
3 of the Coach Marks constitute trademark infringement, dilution, copyright
4 infringement and unfair competition under the Lanham Trademark Act, the Copyright
5 Act, and under the common law.

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

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

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 Defendants' 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 thereof; 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.

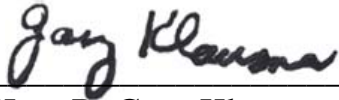
6 6. The parties have agreed that Defendants shall pay to Plaintiffs an amount
7 in settlement of Plaintiffs' demand for damages, profits, costs, disbursements, and
8 attorneys' fees based upon Defendants' alleged infringing activities. Plaintiffs and
9 Defendants shall bear their own costs associated with this action.

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

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

17 **IT IS SO ORDERED.**

18
19
20 DATED: August 16, 2011



Hon. R. Gary Klausner
United States District Judge