

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

JS-6

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

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10  
11 COACH, INC., a Maryland Corporation;  
12 COACH SERVICES, INC., a Maryland  
Corporation,

13 Plaintiffs,

14 vs.

15 JDL TRADING, INC., a California  
16 Corporation; SHUJUN LIN, an  
17 individual; JIN DE LIN, an individual;  
and DOES 1-10, inclusive,

18 Defendants.

CASE NO. CV 11-2730 CAS(AJWx)

**~~PROPOSED~~ ORDER RE 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 JDL Trading, Inc., Shujun Lin, and Jin De Lin (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:

24 **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



7  
8  
9  
10 3. Plaintiffs have alleged that Defendants' importation, distribution,  
11 advertisement, offering for sale, and sale of products which infringe upon Coach's  
12 Signature "C" Mark constitute trademark infringement and unfair competition under  
13 the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

14 4. Defendants and their agents, servants, employees and all persons in active  
15 concert and participation with them who receive actual notice of this Final Judgment  
16 are hereby permanently restrained and enjoined from infringing upon the Coach  
17 Marks, include either directly or contributorily, in any manner, including generally, but  
18 not limited to manufacturing, importing, distributing, advertising, selling and/or  
19 offering for sale any unauthorized product bearing the Signature "C" Mark, or marks  
20 confusingly similar or substantially similar to Coach's Signature "C" Mark, and,  
21 specifically from:

22 (a) Using Coach's Signature "C" Mark or any reproduction,  
23 counterfeit, copy or colorable imitation thereof in connection with the manufacture,  
24 importation, distribution, advertisement, offer for sale and/or sale of merchandise  
25 comprising not the genuine products of Coach, or in any manner likely to cause others  
26 to believe that Defendants' products are connected with Coach or Coach's genuine  
27 merchandise;  
28

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

4 (c) Leasing space to any tenant who is engaged in the manufacturing,  
5 purchasing, production, distribution, circulation, sale, offering for sale, importation,  
6 exportation, advertisement, promotion, display, shipping, marketing of Infringing  
7 Products;

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

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

14 (f) Assisting, aiding or attempting to assist or aid any other person or  
15 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
16 4(e) above.

17 5. Without any admission of liability, the parties have agreed that  
18 Defendants shall pay to Plaintiffs an amount in settlement of Plaintiffs' demand for  
19 damages, profits, costs, disbursements, and attorneys' fees based upon Defendants'  
20 alleged infringing activities. Plaintiffs and Defendants shall bear their own costs  
21 associated with this action.

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

5  
6 IT IS SO ORDERED.

7  
8 DATED:     September 22, 2011

By: Christina A. Snyder  
Hon. Christina A. Snyder  
United States District Judge