

1 Brent H. Blakely (SBN 157292)
 2 bblakely@blakelylawgroup.com
 3 Michael Marchand (SBN 281080)
 4 mmarchand@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

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,

14 Plaintiffs,

14 vs.

15 D&D FASHION JEWELRY, a limited
 16 liability company; YAO DONG, an
 17 individual, and DOES 1-10, inclusive

17 Defendants





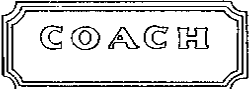

) CASE NO. CV 13-4641 DSF(JEMx)

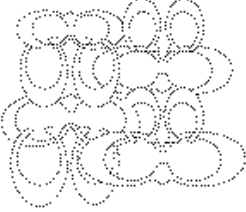


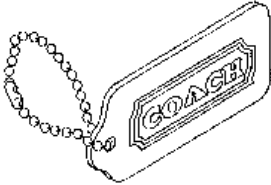
) ~~[PROPOSED]~~ ORDER RE CONSENT
) JUDGMENT INCLUDING A
) PERMANENT INJUNCTION AND
) VOLUNTARY DISMISSAL OF ACTION
) WITH PREJUDICE

20 WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Plaintiffs” or
 21 “Coach”) and Defendants D&D Fashion, LLC and Yao Dong (“Defendants”) have
 22 entered into a Settlement Agreement and Mutual Release as to the claims in the above
 23 reference matter. Defendants, having agreed to consent to the terms below terms, it is
 24 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 28 U.S.C. § 1331, 1338.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (collectively “Coach Marks”). 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
 “CC Mark”	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

	3,012,585	11/08/2005
	3,338,048	11/11/2007
	2,162,303	06/02/1998
	2,088,707	08/19/1997

3. Plaintiffs have alleged that Defendants' purchase and sale of products which infringe upon the Coach Marks constitutes trademark counterfeiting, trademark infringement, trade dress infringement, false designations of origin and false descriptions, federal trademark dilution, trademark dilution under California law, and unfair competition under California law. Without admitting to liability, Defendants have agreed to all terms set forth herein.

4. Defendants and their agents, servants, employees and all persons in active concert and participation with them 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:

1 (a) Manufacturing, importing, purchasing, distributing, advertising,
2 offering for sale, and/or selling any products which bear designs identical, substantially
3 similar, and/or confusingly similar to the Coach Marks;

4 (b) Using the Coach Marks or any reproduction, counterfeit, copy or
5 colorable imitation thereof in connection with the manufacture, importation,
6 distribution, advertisement, offer for sale and/or sale of merchandise;

7 (c) Passing off, inducing or enabling others to sell or pass off any
8 products or other items that are not Plaintiffs' genuine merchandise as genuine Coach
9 merchandise;

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

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

16 (f) Assisting, aiding or attempting to assist or aid any other person or
17 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
18 4(g) above.

19 5. Plaintiffs and Defendants shall bear their own costs associated with this
20 action.

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

23 ///
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
7 IT IS SO ORDERED



8
9 DATED: 10/15 , 2013

Honorable Dale S. Fischer
United States District Judge

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28