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8	UNITED STATES DISTRICT COURT
9	CENTRAL DISTRICT OF CALIFORNIA
10	
11	COACH SERVICES, INC., Plaintiff)CASE NO. CV 08-1793 VBF (PLAx) and CV 08-4306 VBF (PLAx)
12	vs.
13	GLO INTERNATIONAL, INC., et al., $\hat{\langle}$
14	Defendants. <i>ORDER GRANTING CONSENT</i> <i>JUDGMENT AND VOLUNTARY</i>
15	
16	COACH SERVICES, INC.,
17	Plaintiff, BELOGE HANDBAGS, YOUNGSTAR, HANMI MART, J.C. BAGS CO., MAX
18	vs. LA FAMILIA, INC., et al., $\begin{cases} 969, INC., B&B HANDBAGS, INC., \\ ELI COLLECTIONS, INC., FASHION \\ CITY INC JOHN LEE SENSE \end{cases}$
19	Defendants (TRADING, FOUR JAY, K & S
20	TRADING CO., AND CJ HANDBAGS
21	[CONSOLIDATED]
22	
23	Plaintiff Coach Services, Inc. and Defendants Glo International, Inc., Brian
24	Bang, La Familia, Inc. dba Dollar Plus, Chris Parks, Beloge Handbags, Youngstar,
25	Hanmi Mart, J.C. Bags Co., Max 969, Inc., B&B Handbags, Inc., Eli Collections, Inc.,
26	Fashion City, Inc., John Lee, Sense Trading, Four Jay, K & S Trading Co., and CJ
27	Handbags (hereinafter collectively "Settling Defendants") have entered into a
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1 Settlement Agreement and Mutual Release as to the claims in the above referenced 2 matter. Defendants, having agreed to consent to the below terms, it is hereby:

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1. This Court has jurisdiction over the parties to this Final Judgment and has 4 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Plaintiff Coach is the owner of the trademark "COACH" as well as various composite trademarks and assorted design components, including but not limited to U.S. Registration Nos. 2,692,963 and 2,822,318 for the Signature "C" logo (hereinafter collectively "Coach Marks");

9 3. Plaintiff has alleged that defendants' purchase and sale of products which infringe upon the Coach Marks constitutes trademark infringement and unfair 10 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq and under the 11 12 common law.

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

20 Using the Coach Marks or any reproduction, counterfeit, copy or (a) 21 colorable imitation of the Coach Marks in connection with the manufacture, 22 importation, distribution, advertisement, offer for sale and/or sale of merchandise 23 comprising not the genuine products of Coach, or in any manner likely to cause others 24 to believe that the Counterfeit Products are connected with Coach or Coach's genuine 25 merchandise bearing the Coach Marks;

26 (b) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Coach's genuine merchandise as and for Coach's 27 genuine merchandise; 28

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

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

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

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

14 5. The execution of this Final Judgment shall serve to bind and obligate the15 parties hereto.

16 6. 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 as to
20 the Settling Defendants.

22 || IT IS SO ORDERED.

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24 DATE: <u>September 21, 2009</u>

Valerie Baker Fairbank

Hon. Valerie B. Fairbank United States District Judge

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