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 7 *Coach Services, Inc.*

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

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

13 Plaintiff,

14 vs.

14 CHUNMA USA, INC., a California  
 15 Corporation; JAE H. JUNG, an individual;  
 16 MIN JUNG LEE, an individual dba BAG  
 17 STIGE; BEST HANDBAG, INC., a  
 18 California Corporation dba P.J.  
 19 NAGRANG; CHONG YI, an individual;  
 20 FOCUS HANDBAGS, INC., a California  
 21 Corporation; JI SONG YU, an individual;  
 22 PJEE CORPORATION, a California  
 Corporation; DONG KIM, an individual;  
 YNM, INC., a California Corporation dba  
 Y&M; YOUNG GOON YOO, an  
 individual; ZENMA, INC., a California  
 Corporation; and DOES 1-10, inclusive,

23 Defendants.

CASE NO. 09-8583 PA (FFMx)

**[PROPOSED] ORDER RE  
 CONSENT JUDGMENT  
 INCLUDING A PERMANENT  
 INJUNCTION AND VOLUNTARY  
 DISMISSAL WITH PREJUDICE  
 OF DEFENDANTS PJEE  
 CORPORATION AND DONG KIM**

23 Plaintiff Coach Services, Inc. (“Coach”) and Defendants **PJEE Corporation**  
 24 and **Dong Kim** have entered into a Settlement Agreement and Mutual Release as to the  
 25 claims in the above referenced matter. Defendants, having agreed to consent to the  
 26 below terms, it is hereby:

27 **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:  
 28

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

3           2.     Coach is the worldwide owner of the trademark “COACH” and various  
4 composite trademarks and assorted design components (“Coach Marks”). Amongst  
5 the many Coach Marks, one of the most well-known and recognized marks is Coach’s  
6 Signature “C” logo (see below). Coach has used the Signature “C” logo in association  
7 with the sale of goods since as early as 2001. The Signature “C” logo was first  
8 registered at the U.S. Patent and Trademark Office on September 24, 2002.  
9 Registrations for the Signature “C” logo include, but are not limited to, U.S. Reg. Nos.  
10 2,626,565; 2,822,318; and 2,832,589.

11          3.     Many of Coach’s products exhibit composites of the Signature “C” logo  
12 in an assortment of different sizes, patterns, and colors (“CC Design”), to which Coach  
13 owns the copyright registration (U.S. Reg. No. VA0001228917).

14          4.     Plaintiffs have alleged that Defendants’ purchase and sale of products  
15 which infringe upon the Signature “C” Logo and Coach Design constitute copyright  
16 infringement under 17 U.S.C. § 101, et seq., trademark infringement and unfair  
17 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under  
18 the common law.

19          5.     Defendants and their agents, servants, employees and all persons in active  
20 concert and participation with them who receive actual notice of this Final Judgment  
21 are hereby permanently restrained and enjoined from infringing upon the Coach Marks  
22 and CC Design, include either directly or contributorily, in any manner, including  
23 generally, but not limited to manufacturing, importing, distributing, advertising, selling  
24 and/or offering for sale any unauthorized product bearing the Coach Marks or CC  
25 Design, or marks confusingly similar or substantially similar to the Coach Marks and  
26 CC Design, and, specifically from:

27               (a)   Using the Coach Marks or CC Design or any reproduction,  
28 counterfeit, copy or colorable imitation thereof in connection with the manufacture,

1 importation, distribution, advertisement, offer for sale and/or sale of merchandise  
2 comprising not the genuine products of Coach, or in any manner likely to cause others  
3 to believe that Defendants' products are connected with Coach or Coach's genuine  
4 merchandise;

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

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

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

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

18 (f) Assisting, aiding or attempting to assist or aid any other person or  
19 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to  
20 4(e) above.

21 6. Without any admission of liability, the parties have agreed that  
22 Defendants shall pay to Plaintiff an amount in settlement of Plaintiff's demand for  
23 damages, profits, costs, disbursements, and attorneys' fees based upon Defendants'  
24 alleged infringing activities. Plaintiffs and Defendants shall bear their own costs  
25 associated with this action.

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

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1           8.     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 as to  
5 Defendants PJEE Corporation and Dong Kim.

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7 **IT IS SO ORDERED.**



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10 DATED: February 22, 2010

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

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