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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;
COACH SERVICES, INC., a Maryland
Corporation,

Plaintiffs,

v.

HOLLYWOOD CONTEMPO, an
unknown business entity; and DOES 1-
10; inclusive

Defendant.

CASE NO.: 2:16-cv-08740-JAK (JEMx)

**ORDER RE CONSENT JUDGMENT
INCLUDING PERMANENT
INJUNCTION AND VOLUNTARY
DISMISSAL OF ACTION WITH
PREJUDICE**

JS-6

WHEREAS Coach, Inc. and Coach Services, Inc. (collectively, “Plaintiffs”) and Hollywood Contempo (“Defendant”) have entered into a Settlement Agreement and Mutual Release regarding Defendant’s manufacture, distribution, promotion, advertisement, offering for sale, and/or sale of wallets (“Accused Products”), the designs of which Coach has alleged infringe upon its Signature C Mark; and

WHEREAS the parties have agreed to settle all of the claims in this action with respect to the parties to this Consent Judgment; and

WHEREAS Defendant has agreed to consent to this judgment, IT IS HEREBY ORDERED THAT:

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

3 2. Judgment shall be entered in favor of Plaintiffs and against Defendant in
4 the amount of \$50,000 with respect to Plaintiffs' claims as set forth in the Complaint
5 filed in the present action (Dkt. 1).

6 3. Defendant shall not, directly or indirectly:

7 a. Manufacture, purchase, produce, distribute, circulate, sell, offer for
8 sale, import, export, advertise, promote, display, ship, market or
9 incorporate in advertising or marketing any Accused Products
10 and/or other non-authentic products bearing marks or features
11 confusingly similar or substantially similar to the Coach
12 Trademarks;

13 b. Deliver, hold for sale, return, transfer or otherwise move, store or
14 dispose of in any manner any Accused Products;

15 c. Commit any other acts calculated to cause purchasers to believe
16 that Defendant's products or a third party's products are genuine
17 Coach merchandise or associated in any way with Plaintiffs, when
18 they are not authentic Coach products;

19 d. Engage in any other activity constituting unfair competition with
20 Plaintiffs or that will cause the distinctiveness of the Coach
21 Trademarks to be diluted; or

22 e. Assist, aid or attempt to assist or aid any other person or entity in
23 performing any of the prohibited activities referred to above.

24 4. Plaintiffs and Defendant shall bear their respective costs and attorney's
25 fees incurred in connection with this action.

26 5. The execution of this Consent Judgment shall serve to bind and obligate
27 the parties to it. However, dismissal with prejudice of this action shall not have
28 preclusive effect on any person not a party to this action or not specifically released in

1 the parties' written settlement agreement. Plaintiffs expressly reserve all claims against
2 such part(ies).

3 6. This Court retains jurisdiction for the purpose of making any further
4 orders necessary or proper for the construction or modification of this Consent
5 Judgment and its enforcement, including through a process that could result in the
6 imposition of penalties for its violation.

7 7. Except as otherwise provided herein, this action is dismissed with
8 prejudice.

9
10 **IT IS SO ORDERED.**

11
12 DATED: September 6, 2017



John A. Kronstadt
United States District Judge