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6 UNITED STATES DISTRICT COURT  
7 EASTERN DISTRICT OF CALIFORNIA  
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9 COACH, INC., a Maryland corporation;  
10 COACH SERVICES, INC., a Maryland  
corporation,

CASE NO. 1:12-cv-00840-LJO-SMS

11 Plaintiffs,

**ORDER GRANTING INJUNCTIVE RELIEF  
AND SETTING STATUTORY DAMAGES**

12 v.

13 SAC A MAIN, an unknown business  
14 entity; DANA LANTHIER, an individual;  
and DOES 1-10, inclusive,

15 Defendants.  
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17 Plaintiffs Coach, Inc. and Coach Services, Inc. sought default judgment for trademark  
18 infringement against Defendants Sac A Main and Dana Lanthier. The matter was referred to U.S.  
19 Magistrate Judge Sandra M. Snyder, pursuant to 28 U.S.C. § 636(b) and Local Rules 302 and 304.  
20 On November 7, 2012, the Magistrate Judge filed Findings and Recommendations that Plaintiff's  
21 motion be granted, that an injunction restraining defendants' future use of the infringing marks be  
22 issued, that Plaintiff be directed to supplement the record regarding calculation of statutory damages,  
23 and that Plaintiff be awarded costs and attorneys' fees. On December 13, 2012, U.S. District Judge  
24 Lawrence J. O'Neill adopted the Findings and Recommendations, and directed Plaintiffs to  
25 supplement the record regarding the terms of the injunctive relief and the amount of statutory  
26 damages. Plaintiffs filed a memorandum and proposed order on December 18, 2012.

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1 The Court having considered Plaintiffs' supplementary materials, the record as a whole, and  
2 applicable law now ORDERS:

- 3 1. Defendants shall be jointly and severally liable to Plaintiffs for statutory damages in  
4 the amount of \$100,000.00;
- 5 2. The case being exceptional, Plaintiffs are entitled to reasonable attorneys' fees and  
6 costs. Within fourteen (14) days of this order, Plaintiffs shall file with Magistrate  
7 Judge Sandra M. Snyder a declaration of the costs and fees incurred as a result of this  
8 litigation;
- 9 3. Defendants, their officers, agents, servants, employees, and any other person acting  
10 in concert with them in any manner are permanently restrained and enjoined from  
11 infringing upon the Coach Marks, directly or indirectly. The Coach Marks include  
12 the trademark "COACH" and various composite trademarks and assorted design  
13 components collectively referred to as "Coach Marks." These include twelve unique  
14 marks illustrated in Exhibit 1 and registered under the following United States  
15 registration numbers: 751,493 (registered 06/25/1963); 1,071,000 (08/09/1977);  
16 2,088,706 (08/19/1997); 3,157,972 (10/17/2006); 3,413,536 (04/15/2008); 3,251,315  
17 (06/12/2007); 3,441,671 (06/03/2008); 2,252,847 (06/15/1999); 2,534,429  
18 (01/29/2002); 1,309,779 (12/18/1984); 2,045,676 (03/18/1997); 2,169,808  
19 (06/30/1998); 2,592,963 (07/09/2002); 2,626,565 (09/24/2002); 2,822,318  
20 (03/16/2004); 2,832,589 (04/13/2004); 2,822,629 (03/16/2004); 3,695,290  
21 (10/13/2009); 3,696,470 (10/13/2009); 3,012,585 (11/08/2005); 3,338,048  
22 (11/11/2007); 2,162,303 (06/02/1998); and 2,088,707 (08/19/1997). Prohibited acts  
23 of infringement include, but are not limited to:
  - 24 a. Manufacturing importing, purchasing, distributing,  
25 advertising, offering for sale or selling any products bearing  
26 the Coach marks or marks that are confusingly similar to the  
27 Coach marks.
  - 28 b. Using the Coach Marks or any reproduction,

1 counterfeit, copy, or colorable imitation thereof in connection  
2 with the manufacture, importation, distribution,  
3 advertisement, offer for sale, or sale of merchandise.

4 c. Passing off or selling, or inducing or enabling others  
5 to pass off or sell, any products or merchandise that are not  
6 genuine Coach merchandise as genuine Coach merchandise.

7 d. Leasing space to any tenant, or otherwise providing  
8 space to any person, who is engaged in manufacturing,  
9 purchasing, producing, distributing, circulating, selling,  
10 offering for sale, importing, exporting, advertising,  
11 promoting, displaying, shipping, or marketing any products  
12 which bear the Coach Marks or any marks or designs that are  
13 identical, substantially similar, or confusingly similar to the  
14 Coach Marks.

15 e. Committing any acts calculated to cause purchasers to  
16 believe that Defendants' products are Coach's genuine  
17 merchandise.

18 f. Shipping, delivering, holding for sale, distributing,  
19 returning, transferring, moving, storing, or disposing in any  
20 manner of products falsely bearing the Coach Marks or any  
21 reproduction, counterfeit, copy, or colorable imitation of the  
22 Coach Marks.

23 g. Assisting, aiding, or attempting to assist or aid any  
24 other person or entity in performing any one or more of the  
25 actions prohibited by this paragraph 3.

26 4. The restrictions and prohibitions set forth in paragraph 3 shall remain in force in  
27 perpetuity.

28 5. The Court retains jurisdiction over this matter for the purpose of making any further

1 orders necessary or proper for the construction and enforcement of this judgment,  
2 including the imposition of any penalties for its violation.

3 6. Defendants shall personally serve copies of this order on the Defendants. Within the  
4 (10) days thereafter, Plaintiffs shall file proof of service with the Court.





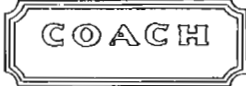
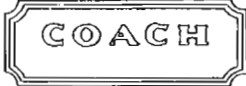

5 7. The Clerk of Court is directed to enter judgment in this matter pursuant to this order.

6 Dated: January 14, 2013


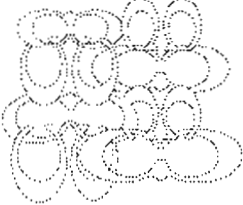

/s/Lawrence J. O'Neill  
U.S. District Judge

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**EXHIBIT 1**

Mark	U.S. Registration No(s).	Registration Date
"COACH"	751, 493	06/25/1963
	1,071,000	08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847	06/15/1999
	2,534,429	01/29/2002
	1,309,779	12/18/1984
	2,045,676	03/18/1997
	2,169,808	06/30/1998
	2,592,963	07/09/2002
	2,626,565	09/24/2002
Signature "C" Logo	2,822,318	03/16/2004
	2,832,589	04/13/2004
	2,822,629	03/16/2004
	3,695,290	10/13/2009

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 Coach "On Art" Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005
	3,338,048	11/20/2007