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 7 *Coach Services, Inc.*

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

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

13 Plaintiff,

14 vs.

15 CALIFORNIA SMILES, an unknown
 16 business entity; C & K GIFTS, an unknown
 17 business entity; XIU JING YE a/k/a
 18 CRYSTAL YE, an individual; JING CHEN,
 19 an individual dba GOOD FASHION ZOO;
 20 FERNANDO VISEV, an individual dba LA
 21 BELLA BOUTIQUE; SANDY HUI XUAN
 22 WEN, an individual; ZHAO YUE ZHEN, an
 unknown business entity; LIN SHELLEY
 XUE HUA, an individual; NEW CWK
 GIFT SHOP, INC., a California
 Corporation; DE LI CHEN a/k/a SIMON
 CHEN, an individual; and DOES 1-10,
 inclusive,

Defendants.





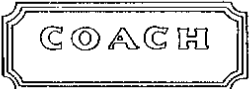

) CASE NO. CV 09-6036 JL
) ~~PROPOSED~~ ORDER RE
) CONSENT JUDGMENT
) INCLUDING A PERMANENT
) INJUNCTION AND VOLUNTARY
) DISMISSAL OF DEFENDANT
) CALIFORNIA SMILES

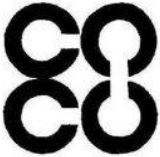
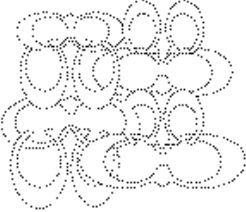
23 Plaintiff Coach Services, Inc. (“Coach”) and Defendant California Smiles
 24 (“Defendant”) have entered into a Settlement Agreement and Mutual Release as to the
 25 claims in the above referenced matter. Defendant, having agreed to consent to the
 26 below terms, it is hereby:

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

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

4 2. Coach is the worldwide owner of the trademark "COACH" and various
5 composite trademarks and assorted design components (collectively "Coach Marks").
6 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
 Signature "C" Logo	2,592,963 2,626,565 2,822,318 2,832,589	07/09/2002 09/24/2002 03/16/2004 04/13/2004

	2,822,629	03/16/2004
	3,695,290	10/13/2009
 Coach "Op Art" Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005

3. Many of Coach's products exhibit composites of the Signature "C" logo in an assortment of different sizes, patterns, and colors ("CC Design"), to which Coach owns the copyright registration (U.S. Reg. No. VA0001228917). Coach introduced the Op Art Mark in 2008. Similar to the CC Design, Coach's products exhibit composites of the Op Art Mark in an assortment of different sizes, patterns, and colors ("Op Art Design"). The Coach Marks, Coach copyright (U.S. Reg. No. VA0001228917), CC Design, and Op Art Design will hereinafter be referred to collectively as the "Coach Properties."

4. Plaintiffs have alleged that Defendant's purchase and sale of products which infringe upon one or more of the Coach Properties constitutes trademark infringement, copyright infringement, and unfair competition under the Copyright Act, 17 U.S.C. § 501, et seq., the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

5. Defendant and her agents, servants, employees and all persons in active concert and participation with her who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Properties, 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 marks/designs identical,
3 substantially similar, and/or confusingly similar to the Coach Properties;

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 Coach's genuine merchandise as genuine Coach
9 merchandise;

10 (d) Leasing space to any tenant who is engaged in the manufacturing,
11 purchasing, production, distribution, circulation, sale, offering for sale, importation,
12 exportation, advertisement, promotion, display, shipping, marketing of products which
13 bear marks/designs identical, substantially similar, and/or confusingly similar to the
14 Coach Properties;

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

17 (f) Shipping, delivering, holding for sale, distributing, returning,
18 transferring or otherwise moving, storing or disposing of in any manner items falsely
19 bearing the Coach Properties, or any reproduction, counterfeit, copy or colorable
20 imitation thereof; and

21 (g) Assisting, aiding or attempting to assist or aid any other person or
22 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
23 4(f) above.

24 6. The parties have agreed that Defendant shall pay to Plaintiff an amount in
25 settlement of Plaintiff's demand for damages, profits, costs, disbursements, and
26 attorneys' fees based upon Defendant's alleged infringing activities. Plaintiff and
27 Defendant shall bear their own costs associated with this action.

28

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

3 8. The jurisdiction of this Court is retained for the purpose of making any
4 further orders necessary or proper for the construction or modification of this Final
5 Judgment, the enforcement thereof and the punishment of any violations thereof.
6 Except as otherwise provided herein, this action is fully resolved with prejudice as to
7 Defendant California Smiles.

8
9 **IT IS SO ORDERED.**

10
11 DATED: August 23
12 _____, 2010



Hon. James Larson
United States Magistrate Judge