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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.

14 HOLLYWOOD TOO, L.L.C., a California
 15 Limited Liability Company; KATY CHAN,
 16 an individual; KIMMY CHAN, an
 17 individual; D D E G, INC., a California
 18 Corporation dba BARGAINS OF
 19 CHINATOWN; DON DOMINIC
 20 GABRIEL, an individual; CHINATOWN
 21 BARGAIN DEPOT, an unknown business
 22 entity; MICHELLE FANG, an individual
 23 dba FASHION OUTLET; H & S
 24 FASHIONS, LLC, a California Limited
 25 Liability Company; JIN SUI FANG, an
 26 unknown business entity; NANCY CAI, an
 27 individual dba NANCY'S FASHION;
 28 MEI NG, an individual dba YUKI
 BOUTIQUE; Y & Y GIFT SHOP, INC., a
 California Corporation; YINER LIN, an
 individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. CV 09-5920 SBA

**[PROPOSED] ORDER RE
 CONSENT JUDGMENT
 INCLUDING A PERMANENT
 INJUNCTION AND VOLUNTARY
 DISMISSAL OF DEFENDANTS
 D D E G, INC. dba BARGAINS OF
 CHINATOWN and DON DOMINIC
 GABRIEL**

Plaintiff Coach Services, Inc. ("Coach") and Defendants **D D E G, Inc. dba Bargains of Chinatown and Don Dominic Gabriel** ("Defendants") have entered into

1 a 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:

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

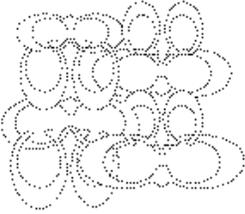
4 1. This Court has jurisdiction over the parties to this Final Judgment and has
5 jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

6 2. Coach is the worldwide owner of the trademark “COACH” and various
7 composite trademarks and assorted design components (collectively “Coach Marks”).
8 Coach Marks include *but are not limited to* the following marks:

9

10 Mark	U.S. Registration No(s).	Registration Date
11 “COACH”	751, 493	06/25/1963
	1,071,000	08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
15 	3,413,536	04/15/2008
17 	3,251,315	06/12/2007
19 	3,441,671	06/03/2008
22 	2,252,847	06/15/1999
23	2,534,429	01/29/2002
24 	1,309,779	12/18/1984
25	2,045,676	03/18/1997
26	2,169,808	06/30/1998

27
28

 Signature "C" Logo	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 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 Defendants’ 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.

1 5. Defendants and their agents, servants, employees and all persons in active
2 concert and participation with her who receive actual notice of this Final Judgment are
3 hereby permanently restrained and enjoined from infringing upon the Coach
4 Properties, either directly or contributorily, in any manner, including but not limited to:

5 (a) Manufacturing, importing, purchasing, distributing, advertising,
6 offering for sale, and/or selling any products which bear marks/designs identical,
7 substantially similar, and/or confusingly similar to the Coach Properties;

8 (b) Using the Coach Marks or any reproduction, counterfeit, copy or
9 colorable imitation thereof in connection with the manufacture, importation,
10 distribution, advertisement, offer for sale and/or sale of merchandise;

11 (c) Passing off, inducing or enabling others to sell or pass off any
12 products or other items that are not Coach's genuine merchandise as genuine Coach
13 merchandise;

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

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

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

25 (g) Assisting, aiding or attempting to assist or aid any other person or
26 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
27 4(f) above.

28

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

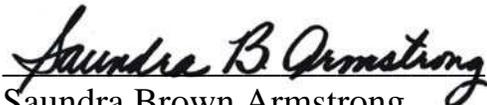
5 7. The execution of this Final Judgment shall serve to bind and obligate the
6 parties hereto.

7 8. The jurisdiction of this Court is retained for the purpose of making any
8 further orders necessary or proper for the construction or modification of this Final
9 Judgment, the enforcement thereof and the punishment of any violations thereof.
10 Except as otherwise provided herein, this action is fully resolved with prejudice as to
11 Defendants **D D E G, Inc. dba Bargains of Chinatown** and **Don Dominic Gabriel**.

12 9. This Order is entered nunc pro tunc to the date of the stipulation. The
13 Clerk shall close the file.

14
15 **IT IS SO ORDERED.**

16
17 DATED: 3-29-13


Saundra Brown Armstrong
United States District Judge