

1 Brent H. Blakely (SBN 157292)  
 2 [bblakely@blakelylawgroup.com](mailto:bblakely@blakelylawgroup.com)  
 3 Cindy Chan (SBN 247495)  
 4 [cchan@blakelylawgroup.com](mailto:cchan@blakelylawgroup.com)  
 5 BLAKELY LAW GROUP  
 6 915 North Citrus Avenue  
 7 Hollywood, California 90038  
 8 Telephone: (323) 464-7400  
 9 Facsimile: (323) 464-7410

10 **Attorneys for Plaintiffs**  
 11 **Coach, Inc. and Coach Services, Inc.**

12 UNITED STATES DISTRICT COURT  
 13  
 14 NORTHERN DISTRICT OF CALIFORNIA

15 COACH, INC., a Maryland Corporation;  
 16 COACH SERVICES, INC., a Maryland  
 17 Corporation,

18 Plaintiffs,

19 vs.

20 HOLLYWOOD TOO, L.L.C., a California  
 21 Limited Liability Company; KATY CHAN,  
 22 an individual; D D E G, INC., a California  
 23 Corporation dba BARGAINS OF  
 24 CHINATOWN; DON DOMINIC  
 25 GABRIEL, an individual; RED LANTERN  
 26 GIFT SHOP, an unknown business entity;  
 27 FASHION BAGS & GIFTS, an unknown  
 28 business entity; ELAINE ZHU, an  
 individual; and DOES 1-10, inclusive,

Defendants.

CASE NO. 11-2666 RMW

**[ ] ORDER RE  
 CONSENT JUDGMENT  
 INCLUDING PERMANENT  
 INJUNCTION AND VOLUNTARY  
 DISMISSAL OF DEFENDANTS  
 HOLLYWOOD TOO, LLC AND  
 KATY CHAN WITHOUT  
 PREJUDICE**

22 WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Coach”) and  
 23 Defendants **Hollywood Too, LLC** and **Katy Chan** (collectively “Defendants”) have  
 24 entered into a Settlement Agreement and Mutual Release as to the claims in the above  
 25 referenced matter. Defendants, having agreed to consent to the below terms, it is  
 26 hereby **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

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

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (“Coach Marks”). Amongst the many Coach Marks, one of the most well-known and recognized marks is Coach’s Signature “C” Mark (see below). Coach has used the Signature “C” Mark in association with the sale of goods since as early as 2001. The Signature “C” Mark was first registered at the U.S. Patent and Trademark Office on September 24, 2002. Registrations for the Signature “C” Mark include, but are not limited to, U.S. Reg. Nos. 2,592,963; 2,626,565; and 2,822,318



3. Plaintiffs have alleged that Defendants’ importation, distribution, advertisement, offering for sale, and sale of products which infringe upon Coach’s Signature “C” Mark constitute trademark infringement and unfair competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

4. Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, include either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product bearing the Signature “C” Mark, or marks confusingly similar or substantially similar to Coach’s Signature “C” Mark, and, specifically from:

(a) Using Coach’s Signature “C” Mark or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise comprising not the genuine products of Coach, or in any manner likely to cause others

1 to believe that Defendant's products are connected with Coach or Coach's genuine  
2 merchandise;

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

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

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

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

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


19 5. Without any admission of liability, the parties have entered into a  
20 Settlement Agreement in which Defendants are required to make payments over a  
21 period of time. Once Defendants have made all settlement payments, Plaintiff will file  
22 another Stipulation to Consent Judgment which dissolves this action with prejudice.  
23 However, until then, this action shall be resolved without prejudice. Plaintiff is  
24 permitted to re-open this matter if Defendants fail to comply with the terms of the  
25 parties' agreement.

26 6. The execution of this Final Judgment shall serve to bind and obligate the  
27 parties hereto.  
28

1           7.     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

5 **IT IS SO ORDERED.**  
6

7  
8 DATED: \_\_\_\_\_, 2012  
9

  
Hon. Ronald M. Whyte  
United States District Judge