

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

LOUIS VUITTON MALLETIER,

Plaintiff,

-against-

FOREVER WIN TRADING, INC., LUCKY PHOENIX, INC., YUE CHAN YE, NHU THI PHUONG DEAN, TPA INTERNATIONAL, INC., THANK TRAN LAM, JTF 277 CANAL STREET, TOP DESIGN FASHION, INC., PSK AMERICA, FAR FAR SPORTS, INC., NENEX INTERNATIONAL TRADING, INC., WANG GUO KANG, XINGHUA HUANG AND JIN LONG LIN, CHANG XING, INC., NEW AGE TRADING, INC., JIN PING ZHANG, JIAN LIANG GE, and JOHN AND JANE DOES I - XX,

Defendants.

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Case No.: 06 CV 3266 (TPG)

**ORDER FOR PERMANENT  
INJUNCTION AND JUDGMENT ON  
CONSENT BY YUE CHAN YE, NHU  
THI PHUONG DEAN, JTF 277 CANAL  
STREET, NENEX INTERNATIONAL  
TRADING, INC., WANG GUO KANG,  
XINGHUA HUANG, JINLONG LIN,  
NEW AGE TRADING, INC., JIAN  
LIANG GE, JOHN DOE I A/K/A  
FOTINI THOEHARIDOU AND JOHN  
DOE II A/K/A ANDY LIN**

Plaintiff Louis Vuitton Malletier (**Louis Vuitton** or **LV**), having commenced this action (the **Lawsuit**), against, inter alia, Defendants Yue Chan Ye (**Ye**), Nhu Thi Phuong Dean (**Dean**), JTF 277 Canal Street (**JTF**), Nenex International Trading, Inc. (**Nenex**), Wang Guo Kang (**Kang**), Xinghua Huang (**Huang**), Jin Long Lin (**Jinlong Lin**), New Age Trading, Inc. (**New Age**), Jian Liang Ge (**Ge**), John Doe I a/k/a Fotini Thoeharidou (**Thoeharidou**) and John Doe II a/k/a Andy Lin (**Andy Lin**) for relief pursuant to the Trademark Act of 1946, 15 U.S.C. § 1051, et seq., specifically under 15 U.S.C. §§ 1114(1) and 1125(a), the Copyright Act of 1976, 17 U.S.C. § 501, et seq., New York Real Property Law § 231(2), and under the laws of the State of New York, for the reason that tenants, subtenants, undertenants, and/or other occupants of the real property and improvements located at 277-289 Canal Street (a/k/a 418 Broadway), New York, New

York 10013 (**277 Canal**), 323 Canal Street, New York, New York 10013 (**323 Canal**), 357 Canal Street, New York, New York 10013 (**357 Canal**), 375 Canal Street, New York, New York 10013 (**375 Canal**), and 415 Broadway a/k/a 294-296 Canal Street, New York, New York 10013 (**415 Broadway**) (collectively, 277 Canal, 323 Canal, 357 Canal, 375 Canal, and 415 Broadway are referred to as the **Properties**) engaged in the purchase, distribution, display, sale, and offering for sale of, among other things, products which bear counterfeits and/or imitations of Plaintiff's trademarks and copyrights as described and defined in the Complaint in the Lawsuit and defined herein; and that Ye, Dean, JTF, Nenex, Kang, Huang, Jinlong Lin, New Age, Ge, Theoharidou, and Andy Lin having consented to Marc Jacobs Trademarks, LLC (**Marc Jacobs**), Givenchy S.A. (**Givenchy**), Celine S.A. (**Celine**), Kenzo S.A. (**Kenzo**), and Loewe S.A. (**Loewe**), having been joined as Plaintiffs in this Lawsuit as to Ye, Dean, JTF, Nenex, Kang, Huang, Jinlong Lin, New Age, Ge, Theoharidou, and Andy Lin, and having stipulated and consented to the entry of this Consent Decree for a Permanent Injunction in connection with the allegations made in the Complaint,

**IT IS HEREBY ORDERED** that

Ye, Dean, JTF, Nenex, Kang, Huang, Jinlong Lin, New Age, Ge, Theoharidou, and Andy Lin, individually and collectively, and each of their respective parents, subsidiaries, divisions, predecessors, partners, owners, representatives, stockholders, agents, officers, directors, servants, employees, clerks, receptionists, attendants, affiliates, successors and assigns, and all other persons and/or entities acting in concert and/or conjunction with them (collectively referred to herein as **Defendants**), are permanently

enjoined and restrained from the following acts at any location, including but not limited to the Properties:

1. Selling, duplicating, assembling, producing, distributing, offering for sale or distribution, circulating, importing, exporting, advertising or marketing, promoting, displaying, transferring and/or moving any product or thing bearing any simulation, reproduction, counterfeit, copy or colorable imitation of the Louis Vuitton, Marc Jacobs, Givenchy, Celine, Loewe, or Kenzo Trademarks, copyrights, or other intellectual property rights (hereinafter referred to as the **Intellectual Properties**), including but not limited to the intellectual properties as identified in **Exhibit A** attached hereto in any manner whatsoever;

2. Using, modifying, disseminating, marketing, selling or offering to sell any Louis Vuitton, Marc Jacobs, Givenchy, Celine, Loewe, or Kenzo counterfeit product in any manner whatsoever;

3. Using, modifying, disseminating, marketing, selling or offering to sell any product or packaging bearing the words or logo "Louis Vuitton," "LV," "Marc Jacobs," "MJ", "Givenchy," "Celine," "Loewe," or "Kenzo";

4. Misusing, imitating, copying, making or infringing of any of the Intellectual Properties in any manner whatsoever;

5. Using any simulation, counterfeit, reproduction, copy or colorable imitation of the Intellectual Properties in connection with the manufacture, duplication, assembly, production, distribution, offer for distribution, sale, offer for sale, circulation,

advertisement, import, export, marketing, promotion, printing, display, transfer and/or movement of any merchandise, product or thing not authorized or licensed by Plaintiffs Louis Vuitton, Marc Jacobs, Givenchy, Loewe, Celine or Kenzo;

6. Selling, duplicating, assembling, producing, distributing, offering for sale or distribution, circulating, importing, exporting, advertising or marketing, promoting, displaying, transferring and/or moving any product or thing bearing any simulation, reproduction, counterfeit, copy or colorable imitation of any "look alike" items resembling the Intellectual Properties in any manner whatsoever, including but not limited to items bearing the patterns identified in the attached **Exhibit B**;

7. Engaging in any other activity constituting an infringement of the Intellectual Properties or of Louis Vuitton, Marc Jacobs, Givenchy, Kenzo, Celine, or Loewe's respective rights in, or right to use or to exploit, their respective Intellectual Properties, or constituting any dilution of Louis Vuitton, Marc Jacobs, Givenchy, Kenzo, Celine or Loewe's names, reputations or goodwill; and it is further

**ORDERED**, that the Defendants are hereby compelled to do the following:

8. For as long as each Defendant occupies any of the Properties, Defendants shall permit and not interfere with the installation and affixation of signs throughout the Properties, which signs notify potential patrons and members of the public that the sale and purchase of counterfeit Louis Vuitton, Marc Jacobs, Loewe, Celine, Givenchy or Kenzo items at that premises is prohibited and punishable by law, in a highly visible and public location on both the inside and (to the extent physically possible

and in accordance with the law) on the outside of the Property. Plaintiffs shall provide and Defendants shall permit Plaintiffs to supervise the installation of the signs, a copy of which is attached as **Exhibit C**, and Defendants shall maintain and preserve, and to not remove, interfere with, obstruct, mutilate, or otherwise conceal, the signs. If any sign is removed, interfered with, obstructed, mutilated or concealed from any Property, the Defendant occupying that Property shall notify Plaintiffs counsel of record immediately upon discovery, and pay Plaintiffs \$50 for each replacement sign if the sign requires replacement by hand delivery or certified mail to Plaintiffs' attorneys of record, Arent Fox PLLC, attn: Steven Kimelman, Esq., 1675 Broadway, New York, New York 10019 (**Arent Fox**);

9. Defendant shall comply with any Monitors and Investigators employed by either (a) the Landlord of the Property or (b) Louis Vuitton, Marc Jacobs, Givenchy, Celine, Kenzo and/or Loewe, and to allow said Monitors or Investigators to perform random inspections of the Property and the premises under the Defendants' individual or collective possession, including but not limited to all public areas as well as any hidden spaces such as closets, basements, ceiling spaces, storage spaces, and back rooms;

10. Simultaneously with the execution of this Permanent Injunction, each Defendant shall provide to Plaintiffs' counsel of record a certified list identifying each of its sub-tenants, sub-lessees, sub-sub-lessees, concessionaires, assignees, undertenants, and any other occupant, whether legal or illegal, and whether with or without the consent of the Defendant) (hereinafter referred to as **Sub-Tenants**) of the

space leased by each particular Defendant at 277 Canal, 323 Canal, 357 Canal, 375 Canal, and 415 Broadway with a corresponding diagram of the portion leased, sub-leased or occupied, together with its own and each of the leases for any and all of each Defendants' respective tenants, sub-tenants, and any other occupant at that Property, and each Defendant shall provide Plaintiffs with a modified list and corresponding lease within ten (10) business days from the date any change occurs in the identification of any such tenant for as long as each Defendant continues to occupy any of the Properties;

11. Upon notification of a purchase, sale, or observation of counterfeit Louis Vuitton, Marc Jacobs, Givenchy, Loewe, Celine or Kenzo merchandise at any of the Properties by certified mail to the particular Defendant and John Lee, Esq., Lee and Tapalaga, 36 West 44<sup>th</sup> Street, Suite 1200, Suite 812, New York, New York 10036, a Defendant shall have seven (7) business days (Time Being of the Essence) in which to respond in writing with specific steps that Defendant intends to take in order to evict any of its Subtenants responsible for counterfeit activity, as applicable, and to otherwise cure the activity; and Defendant shall have two weeks from the date of receipt of notice in which to request a hearing before the Honorable Thomas P. Griesa, United States District Court for the Southern District of New York, or, if the Honorable Griesa is unavailable, a United States District Court Judge presiding in Part I of the United States District Court for the Southern District of New York, in connection with the Lawsuit, for a determination whether the sale or purchase of counterfeit Louis Vuitton, Marc Jacobs, Loewe, Celine, Givenchy, or Kenzo merchandise occurred at the Property, or whether the investigator or monitor otherwise observed the presence of counterfeit Louis Vuitton, Marc Jacobs, Givenchy, Celine, Kenzo, or Loewe merchandise at the Premises; and

Defendant agrees and consents that such decision that the investigator or monitor observed the presence, sale or purchase of Louis Vuitton, Marc Jacobs, Givenchy, Celine, Kenzo or Loewe merchandise at the Property shall be non-Appealable, binding and conclusive, and Defendant waives the right to challenge such finding in any Court. In the event that the Defendant in question does not request the hearing, then that Defendant shall be deemed to have conclusively waived its right to do so and agrees that it may not and will not challenge the proof by motion, order to show cause, appeal or otherwise, in this or any other court, and, upon expiration of the two week period, that Defendant shall be required to immediately take all steps necessary to commence and pursue eviction and/or holdover proceedings in order to evict its Subtenants and to cause those respective sub-tenants or other occupants to vacate the Property. Each Defendant specifically agrees and consents that other than the factual determination of whether counterfeit activity occurred, no other issue will be relevant or require resolution in order for the Defendant to be required to evict the sub-tenant or occupant in question pursuant to the terms of this Injunction;

12. For as long as Defendants continue to occupy the Properties, each Defendant shall prohibit each of its Subtenants, control over which is acknowledged by each Defendant, from offering, displaying and/or selling any goods or products which would be considered "counterfeit" Louis Vuitton, Marc Jacobs, Givenchy, Loewe, Celine or Kenzo merchandise as detailed in paragraphs "1" through "10" above for as long as the maintain an oral or written lease with the current or future Landlord of the Properties and for as long as they occupy the Properties,

13. Defendant shall give notice if and when it vacates the Property in writing and by hand delivery or certified mail (such notice to include the name, address, and phone number of the prospective buyer within five (5) business days of the date it vacates the Property) to Arent Fox; and it is further

**ORDERED**, that Defendants shall pay damages to Plaintiff Louis Vuitton by certified check to be hand delivered to Arent Fox simultaneously with execution of this Consent Decree as follows:

- Yue Chan Ye in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- Nhu Thi Phuong in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- JTF 277 Canal in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- Nenex International Trading, Inc. in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- Wang Guo Kang in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- Xinghua Huang and Jinlong Lin, jointly and severally, in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);
- Jian Liang Ge in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00);



- New Age Trading, Inc. in the amount of Two-Thousand Five-Hundred Dollars (\$2,500.00); and it is further

**ORDERED**, that JTF 277 Canal Street represents and warrants that Fotini Theoharidou is the sole owner, officer, and director of JTF 277 Canal Street, and that Fotini Theoharidou has authority to enter into this Consent Decree and Permanent Injunction on behalf of JTF 277 Canal Street; and it is further

**ORDERED**, that New Age Trading, Inc. represents and warrants that Andy Lin is the sole owner, officer, and director of New Age Trading, Inc., and that Andy Lin has authority to enter into this Consent Decree and Permanent Injunction on behalf of New Age Trading, Inc.; and it is further

**ORDERED**, that Nenex International Trading, Inc. represents and warrants that \_\_\_\_\_ is the sole owner, officer, and director of Nenex Trading, Inc., and that \_\_\_\_\_ has authority to enter into this Consent Decree and Permanent Injunction on behalf of Nenex Trading, Inc. and it is further

**ORDERED**, that contingent on (i) full compliance with the terms and provisions of this Consent Decree; (ii) expiration of Defendants' current leases without renewal and/or Defendants' termination of occupancy of the Property and fully vacating the Property; (iii) termination of occupancy of the Property and fully vacating the Property by Defendants' Subtenants; and (iv) confirmation in writing to Plaintiffs' counsel of record in this action that such termination and vacation has occurred, Plaintiffs shall file a discontinuance with prejudice of this Lawsuit as against the Defendants; and it is further

**ORDERED**, that upon the consent of each Defendants, the Summons and Complaint in the Lawsuit and the pleadings and proceedings in the Lawsuit are hereby deemed amended to include Marc Jacobs Trademarks, LLC, Givenchy S.A., Celine S.A., Loewe S.A., and Kenzo S.A. as Plaintiffs in the form of the caption annexed as **Exhibit D**, and the Clerk of the Court is hereby directed to amend the caption in accordance with **Exhibit D**; and it is further

**ORDERED**, that this Court has jurisdiction over the Defendant and the subject matter of the action, and shall retain jurisdiction to the extent necessary to enforce, and to determine any issues that may arise under, this Consent Decree; and it is further

**ORDERED**, that this Consent Decree shall be filed with the Court; and it is further

**ORDERED**, that the Defendant hereby acknowledges receipt of this Consent Decree, and no further service shall be necessary.

**SO ORDERED.**

Dated: ~~September 29, 2006~~

*Oct. 24, 2006*



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Honorable Thomas P. Griesa  
United States District Judge