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 11 **Tapestry, Inc., Coach Services, Inc.,**
 12 **and Coach IP Holdings LLC**

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10 TAPESTRY, INC., a Maryland
 11 Corporation; COACH SERVICES, INC, a
 12 Maryland Corporation; and COACH IP
 13 HOLDINGS LLC, a Delaware Limited
 14 Liability Company,

15 Plaintiff,

16 v.

17 THE GAP, INC., a Delaware Corporation;
 18 and DOES 1-10, inclusive,

19 Defendants.

CASE NO.: 2:24-cv-02697

**COMPLAINT FOR DAMAGES AND
 EQUITABLE RELIEF:**

1. **FEDERAL TRADEMARK
 INFRINGEMENT**
2. **FALSE DESIGNATION OF
 ORIGIN AND FALSE
 ADVERTISING**
3. **TRADEMARK
 INFRINGEMENT UNDER
 CALIFORNIA COMMON LAW**
4. **UNFAIR COMPETITION
 CALIFORNIA UNFAIR
 BUSINESS PRACTICES ACT,
 CAL. BUS. & PROF. CODE, §
 17200, ET SEQ.**
5. **UNFAIR COMPETITION
 UNDER CALIFORNIA
 COMMON LAW**

[JURY TRIAL DEMANDED]

1 Plaintiffs Tapestry, Inc., Coach Services, Inc., and Coach IP Holdings LLC
2 (collectively, “Plaintiffs” or “Coach”) through their undersigned counsel, for their
3 claims against Defendant The Gap, Inc. (“Gap”) and DOES 1-10 (collectively
4 “Defendants”) alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. This is an action for trademark counterfeiting, trademark infringement and
7 unfair competition under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq.
8 (the “Lanham Act”), and for related claims of trademark infringement and unfair
9 competition under the statutory and common law of the state of California.

10 2. This Court has subject matter jurisdiction over the federal claims asserted
11 in this action under 28 U.S.C. §§ 1121, 1331 and 1338(a) and supplemental jurisdiction
12 over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367(a) because they are so
13 related to the federal claims that they form part of the same case or controversy.

14 3. This Court has personal jurisdiction over Defendants because Defendants
15 conduct continuous and systematic business in this district, placed infringing products
16 in the stream of commerce directed to residents of this district, derived commercial
17 benefits from the sale of infringing products and caused injuries to Plaintiff within the
18 Central District of California.

19 4. Venue is proper under 28 U.S.C. §§ 1391(b)-(c) because a substantial part
20 of the events or omissions giving rise to the claims alleged occurred in this judicial
21 district, and 28 U.S.C. § 1400(b) because Defendants committed acts of infringement
22 in this judicial district.

23 **THE PARTIES**

24 5. Plaintiff Tapestry, Inc. is a corporation duly organized and existing under
25 the laws of the state of Maryland, with its principal place of business in New York, New
26 York.

27 6. Plaintiff Coach Services, Inc. is a corporation duly organized and existing
28 under the laws of the state of Maryland with its principal place of business in

1 Jacksonville, Florida. Coach Services, Inc. is a wholly owned subsidiary of Tapestry,
2 Inc.

3 7. Plaintiff Coach IP Holdings LLC is a limited liability company duly
4 organized and existing under the laws of the state of Delaware with its principal place
5 of business in New York, New York. Coach IP Holdings LLC is a wholly owned
6 subsidiary of Tapestry, Inc.

7 8. Upon information and belief, The Defendant Gap, Inc. is a corporation
8 organized and existing under the laws of the state of Delaware with an office and
9 principal place of business located at 2 Folsom Street, San Francisco, California, 94105.

10 9. Plaintiffs Tapestry, Inc., Coach Services, Inc., and Coach IP Holdings LLC
11 are unaware of the names and true capacities of Defendants, whether individual,
12 corporate and/or partnership entities, named herein as DOES 1 through 10, inclusive,
13 and therefore sue them by their fictitious names. Plaintiffs will seek leave to amend
14 this complaint when their true names and capacities are ascertained. Plaintiffs are
15 informed and believe and based thereon allege that said Defendant and DOES 1 through
16 10, inclusive, are in some manner responsible for the wrongs alleged herein, and that at
17 all times referenced each was the agent and servant of the other Defendants and was
18 acting within the course and scope of said agency and employment.

19 10. Plaintiffs are informed and believe, and based thereon allege, that at all
20 relevant times herein, Gap and DOES 1 through 10, inclusive, knew or reasonably
21 should have known of the acts and behavior alleged herein and the damages caused
22 thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiffs
23 further allege that Gap and DOES 1 through 10, inclusive, have a non-delegable duty
24 to prevent and/or remedy such acts and the behavior described herein, which duty Gap
25 and DOES 1 through 10, inclusive, failed and/or refused to perform

26 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

27 **A. The World-Famous Coach Brand and Products**

28 11. Coach was founded in 1941 as a family-run workshop in Manhattan, New

1 York. Since then, Coach has been engaged in the manufacture, marketing and sale of
2 fine leather and mixed material products, including, but not limited to, clothing,
3 footwear, headgear, outerwear, handbags, and wallets (collectively, the “Coach
4 Products”). Coach Products are sold throughout the United States, including in
5 California, through Coach retail and outlet stores, through various department stores,
6 and online at www.coach.com and www.coachoutlet.com.

7 12. Coach Products have become enormously popular and even iconic, driven
8 by the brand’s arduous quality standards and innovative designs. Among the
9 purchasing public, genuine Coach Products are instantly recognizable as such.

10 13. Both in the United States and internationally, the Coach brand symbolizes
11 high quality, and Coach Products are among the most recognizable handbags,
12 accessories, and apparel in the world. Genuine Coach Products are greatly coveted as
13 premier fashion accessories of the highest quality.

14 14. The unique mix of function, workmanship, fashion, and style that goes into
15 each and every genuine Coach Product, as well as the brand’s exclusive cache, results
16 in Coach Products commanding a relatively high price at retail. The brand’s loyal
17 customer base willingly pays more for genuine Coach Products than they would pay for
18 lesser products because Coach Products are of higher quality and durability than
19 competitors’ products and because of the prestige associated with genuine Coach
20 Products.

21 **B. The Coach Trademarks**

22 15. Since 1941, high quality leather goods have been sold under the COACH
23 trademark (the “Coach Mark”). Over time, the types of goods sold under the Coach
24 Mark have expanded extensively to include all Coach Products, and Coach Products
25 have long been among the most popular luxury lifestyle items. The Coach Mark itself
26 is iconic, symbolizing a unique blend of fashion, craftsmanship, style, and function,
27 whether associated with handbags or other Coach Products.

28 16. Coach owns the trademark and trade name COACH for Coach Products,

1 as well as numerous other highly distinctive marks, including, but not limited to, those
2 pictured here:



3
4
5
6
7 **Coach (Stylized Form)**



8 **Coach Mark**



9 **The "Horse and Carriage
10 Logo"**

11 17. Coach incorporates a variety of distinctive marks in the design of its
12 various apparel, handbags, wallets, and other Coach Products. Coach Products typically
13 include at least one federally registered trademark, although often several registered
14 trademarks appear on a single Coach Product. These trademarks are also used in
15 connection with the marketing of Coach Products. Coach has an annual sales volume
16 of more than four billion dollars on products bearing Coach's trademarks. As such,
17 Coach's trademarks, and the goodwill associated therewith, are among some of its most
18 valuable assets.

19 18. Coach and its predecessors have registered many of its trademarks,
20 including, *inter alia*, the following marks attached hereto and incorporated as **Exhibit**
21 **A**, which are collectively referred to as the "Coach Trademarks".

22 19. The registrations for the Coach Trademarks are valid, subsisting, in full
23 force and effect and a majority have become incontestable pursuant to 15 U.S.C. § 1065.
24 All registrations originally held in the name of Coach's predecessors, Sara Lee
25 Corporation, Saramar Corporation, and Coach Services, Inc. have been assigned in full
26 to Coach IP Holdings LLC.

27 20. The Coach Trademarks, including the Coach Mark and the Coach
28 (Stylized Form) at issue in this case, have been continuously used and have never been
abandoned.

21. The registration of the Coach Trademarks, including the Coach Mark and

1 the Coach (Stylized Form) constitutes *prima facie* evidence of their validity and
2 conclusive evidence of Coach’s exclusive right to use the Coach Trademarks in
3 connection with the goods identified therein and on other commercial goods.

4 22. The registrations of the Coach Trademarks, including the Coach Mark and
5 the Coach (Stylized Form) also provide sufficient notice to Defendants of Coach’s
6 ownership of and exclusive rights in the Coach Trademarks.

7 23. Coach has expended substantial time, money, and other resources in
8 developing, advertising, and otherwise promoting the Coach Trademarks, including the
9 Coach Mark and the Coach (Stylized Form). As a result, products bearing the Coach
10 Trademarks are widely recognized as being high quality products and are exclusively
11 associated by consumers, the public, and the trade with the Coach brand owned by
12 Coach. The Coach Trademarks have therefore acquired strong secondary meaning and
13 signal to consumers that Coach is the exclusive source of Coach Products bearing the
14 Coach Trademarks.

15 24. The Coach Trademarks qualify as famous marks, as that term is used in 15
16 U.S.C. § 1125(c)(1).

17 **C. Defendant’s Acts of Infringement and Unfair Competition**

18 25. Upon information and belief, Gap is a global omni-channel retailer
19 offering apparel, accessories, and personal care products for men, women, and children
20 under the Gap®, Banana Republic®, Old Navy®, and Athleta® brands. Gap offers
21 products under each of these brands via company operated online and brick-and-mortar
22 stores nationwide, including within this judicial district.

23 26. The lawsuit arises from Defendants’ design, manufacture, importation,
24 distribution, advertisement, marketing, offering for sale, and sale of products which
25 infringe upon Plaintiff’s rights to the Coach Trademarks, including, but not limited to,
26 the Coach Mark and the Coach (Stylized Form) (hereinafter referred to as the “Accused
27 Products”).

28 27. Upon information and belief, Defendants designed, manufactured,

1 imported into the U.S., advertised, marketed, offered for sale, and/or sold at least
2 Accused Products under the Old Navy® brand —exemplars are shown in the
3 photographs below:



18 28. Upon information and belief, the Accused Products were advertised,
19 displayed, offered for sale, and/or sold to consumers nationwide via Old Navy's website
20 www.oldnavy.com, as well as Old Navy® retail stores within this judicial district.

21 29. Upon information and belief, Gap is a competitor of Plaintiffs, and
22 Defendants introduced the Accused Products into the stream of commerce in an effort
23 to exploit Plaintiff's goodwill and the reputation of the Coach Trademarks, including
24 the Coach Mark and the Coach (Stylized Form).

25 30. Plaintiffs have not granted Defendants a license to practice nor given
26 Defendants any form of permission to use any of the Coach Trademarks in connection
27 with the designing, manufacturing, advertising, promoting, distributing, selling, and/or
28 offering for sale of the Accused Products.

1 31. Upon information and belief, Defendants may have sold additional
2 products that infringe upon Plaintiffs' trademarks and intellectual property rights.
3 Plaintiffs will seek leave to amend as additional information becomes available through
4 discovery.

5 32. Defendants' activities, as described above, are likely to create a false
6 impression and deceive consumers, the public, and the trade into believing that there is
7 a connection or association between the Defendants, the Accused Products, and Coach.

8 33. Upon information and belief, Defendants intend to continue to design,
9 manufacture, advertise, promote, import, distribute, sell, and/or offer for sale the
10 Accused Products.

11 34. As a result of Defendant's activities Plaintiffs have suffered substantial
12 damages and have suffered and continue to suffer irreparable injury without an adequate
13 remedy at law.

14 **FIRST CLAIM FOR RELIEF**

15 **(Trademark Infringement and Counterfeiting– 15 U.S.C. § 1114)**

16 35. Plaintiffs repeat and reallege the allegations of the preceding paragraphs
17 as though fully set forth herein.

18 36. Defendants without authorization from Coach, have used and continue to
19 use in commerce counterfeit imitations of the federally registered Coach Trademarks in
20 connection with the sale, offering for sale, distribution, and/or advertising of infringing
21 goods; and/or spurious designations that are confusingly similar to the Coach
22 Trademarks, including the Coach Mark and the Coach (Stylized Form).

23 37. The foregoing acts of Defendants are intended to cause, have caused, and
24 are likely to continue to cause confusion, mistake, and deception among consumers, the
25 public, and the trade as to whether Defendants' Accused Products originate from, or are
26 affiliated with, sponsored by, or endorsed by Coach.

27 38. Upon information and belief, Defendants have acted with knowledge of
28 Plaintiffs' ownership of the Coach Trademarks, including the Coach Mark and the

1 Coach (Stylized Form), and with deliberate intention or willful blindness to unfairly
2 benefit from the incalculable goodwill symbolized thereby.

3 39. Defendants' acts constitute trademark infringement and counterfeiting in
4 violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

5 40. Upon information and belief, Defendants have made and will continue to
6 make substantial profits and/or gains to which it is not in law or equity entitled.

7 41. Upon information and belief, Defendants intend to continue their
8 infringing acts, unless restrained by this Court.

9 42. Defendants' acts have damaged and will continue to damage Coach, and
10 Coach has no adequate remedy at law.

11 43. In light of the foregoing, Plaintiffs are entitled to injunctive relief
12 prohibiting Defendants from using the Coach Trademarks or any other marks identical
13 and/or confusingly similar thereto for any purpose, and to recover from Defendants all
14 damages, including attorneys' fees, that Plaintiffs have sustained and will sustain as a
15 result of such infringing acts, and all gains, profits and advantages obtained by
16 Defendants as a result thereof, in an amount not yet known, as well as the costs of this
17 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to
18 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

19 **SECOND CLAIM FOR RELIEF**

20 **(False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a))**

21 44. Plaintiffs repeat and reallege the allegations of the preceding paragraphs
22 as though fully set forth herein.

23 45. Defendants' promotion, advertising, distribution, sale, and/or offering for
24 sale of the Accused Products is likely to confuse, mislead, or deceive consumers, the
25 public, and the trade as to the origin, source, sponsorship, or affiliation of the Accused
26 Products, and is intended and likely to cause such parties to believe, in error, that the
27 Accused Products have been authorized, sponsored, approved, endorsed or licensed by
28 Plaintiffs, or that Defendants are in some way affiliated with Coach.

1 46. The foregoing acts of Defendants constitute a false designation of origin,
2 and false and misleading descriptions and representations of fact, all in violation of
3 Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

4 47. Upon information and belief, Defendants have made and will continue to
5 make substantial profits and/or gains to which it is not in law or equity entitled.

6 48. Upon information and belief, Defendants intend to continue its infringing
7 acts, unless restrained by this Court.

8 49. Defendants' acts have damaged and will continue to damage Coach, and
9 Coach has no adequate remedy at law.

10 50. In light of the foregoing, Plaintiffs are entitled to injunctive relief
11 prohibiting Defendants from using any of the Coach Trademarks and/or any marks
12 identical and/or confusingly similar thereto, and to recover from Defendants all
13 damages, including attorney's fees, that Plaintiffs have sustained and will sustain as a
14 result of such infringing acts, and all gains, profits and advantages obtained by
15 Defendants as a result thereof, in an amount not yet known, as well as the costs of this
16 action pursuant to 15 U.S.C. § 1117(a).

17 **THIRD CLAIM FOR RELIEF**

18 **(Trademark Infringement under California Common Law)**

19 51. Plaintiffs repeat and reallege the allegations of the preceding paragraphs
20 as though fully set forth herein.

21 52. Plaintiffs own all rights, title, and interest in and to the Coach Trademarks,
22 including the Coach Mark and the Coach (Stylized Form), including all common law
23 rights in said marks.

24 53. Defendants, without authorization from Plaintiffs, used and continue to use
25 spurious designations that are identical to, substantially indistinguishable from, or
26 confusingly similar to the Coach Trademarks, including the Coach Mark and the Coach
27 (Stylized Form).

28 54. The foregoing acts of Defendants are intended to cause, have caused, and

1 are likely to continue to cause confusion, mistake, and deception among consumers, the
2 public, and the trade as to whether Defendants' Accused Products originate from, or are
3 affiliated with, sponsored by, or endorsed by Coach.

4 55. Upon information and belief, Defendants acted with knowledge of
5 Plaintiffs' ownership of the Coach Trademarks, including the Coach Mark and the
6 Coach (Stylized Form), and with deliberate intention or willful blindness to unfairly
7 benefit from the incalculable goodwill symbolized thereby.

8 56. Defendants' acts constitute trademark infringement in violation of the
9 common law of the state of California.

10 57. Upon information and belief, Defendants made and will continue to make
11 substantial profits and/or gains to which it is not in law or equity entitled.

12 58. Upon information and belief, Defendants intend to continue its infringing
13 acts, unless restrained by this Court.

14 59. Defendants' acts have damaged and will continue to damage Coach, and
15 Coach has no adequate remedy at law.

16 **FOURTH CLAIM FOR RELIEF**

17 **(Unfair Competition Under California Unfair Business Practices Act, Cal. Bus. &**
18 **Prof. Code, § 17200 et seq.)**

19 60. Plaintiffs repeat and reallege the allegations of the preceding paragraphs
20 as though fully set forth herein.

21 61. Defendants' appropriation, adoption and use of the Coach Trademarks,
22 including the Coach Mark and the Coach (Stylized Form) in connection with the sale
23 and offering for sale of goods is likely to confuse or mislead consumers into believing
24 that Defendants' goods are authorized, licensed, affiliated, sponsored, and/or approved
25 by Plaintiffs, thus constituting a violation of the California Unfair Business Practices
26 Act, Cal. Bus. & Prof. Code, § 17200, *et. seq.* ("UCL").

27 62. Upon information and belief, Defendants' deceptive, unfair, and
28 fraudulent business practices were willfully undertaken with full knowledge of

1 Plaintiffs' rights in the Coach Trademarks and with the intent to misappropriate
2 Plaintiffs' goodwill and reputation established in the Coach Trademarks.

3 63. Defendants' conduct is unfair within the meaning of the UCL because it
4 allows Defendants to benefit unjustly by virtue of the goodwill and positive reputation
5 that members of the general public associate with Coach and its products. As described
6 herein, and on information and belief, Defendants have intentionally violated, and
7 continues to violate, Plaintiffs' rights in the Coach Trademarks to enjoy the commercial
8 benefits derived therefrom.

9 64. Defendants' conduct is fraudulent in violation of the UCL because
10 Defendants are willfully and deliberately misleading the public by using in commerce
11 reproductions, counterfeits, copies, and/or colorable imitations of authentic Coach
12 products.

13 65. This conduct is likely to confuse the public as to whether Defendants'
14 products are somehow associated, affiliated, or connected with Coach, or vice versa.

15 66. As a direct and proximate result of the foregoing acts, Coach has suffered
16 and will continue to suffer significant injuries in an amount to be determined at trial.
17 Coach is entitled to all available relief provided for under the UCL, including an
18 accounting and disgorgement of all illicit profits that Defendants made on account of
19 its deceptive, unfair, and fraudulent business practices. Furthermore, because Coach has
20 no adequate remedy at law for Defendants' ongoing unlawful conduct, Coach is entitled
21 to injunctive relief prohibiting Defendants from unfair competition.

22 **FIFTH CLAIM FOR RELIEF**

23 **(Unfair Competition Under California Common Law)**

24 67. Plaintiffs repeat and reallege the allegations of the preceding paragraphs
25 as though fully set forth herein.

26 68. Coach owns and enjoys common law trademark rights to the Coach
27 Trademarks in California and throughout the United States.

28 69. Defendants' unlawful acts in appropriating rights in the Coach Trademarks

1 was intended to capitalize on Coach's goodwill for Defendants' own pecuniary gains.
2 Coach has expended substantial time, resources and effort to obtain an excellent
3 reputation for itself and the Coach Trademarks. As a result of Coach's efforts,
4 Defendants are now unjustly enriched and benefiting from property rights that rightfully
5 belong to Plaintiffs.

6 70. Defendants' unauthorized use of the Coach Trademarks, including the
7 Coach Mark and the Coach (Stylized Form) has caused and is likely to cause confusion
8 as to the source of Defendants' products, all to the detriment of Plaintiffs.

9 71. Defendants' acts are willful, deliberate, and intended to confuse the public
10 and to injure Plaintiffs.

11 72. Defendants' acts constitute unfair competition in violation of the common
12 law of the state of California.

13 73. Plaintiffs have been irreparably harmed and will continue to be irreparably
14 harmed as a result of Defendants' unlawful acts unless Defendants are permanently
15 enjoined from its unlawful conduct.

16 74. The conduct herein complained of was extreme, outrageous, fraudulent,
17 and was inflicted on Plaintiffs in reckless disregard of Plaintiffs' rights in the Coach
18 Trademarks. Said conduct was despicable and harmful to Plaintiffs and as such supports
19 an award of exemplary and punitive damages in an amount sufficient to punish and
20 make an example of the Defendants and to deter Defendants from similar such conduct
21 in the future.

22 75. Plaintiffs have no adequate remedy at law.

23 76. In light of the foregoing, Plaintiffs are entitled to injunctive relief
24 prohibiting Defendants from using the Coach Trademarks or marks identical and/or
25 confusingly similar thereto, and to recover all damages, including attorneys' fees, that
26 Plaintiffs have sustained and will sustain, and all gains, profits and advantages obtained
27 by Defendants as a result of its infringing acts alleged above in an amount not yet
28 known, and the costs of this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Tapestry, Inc., Coach Services, Inc., and Coach IP Holdings LLC respectfully request that this Court enter judgment in their favor and against Defendant The Gap, Inc. as follows:

a. A judgment that Defendants violated Section 32 of the Lanham Act (15 U.S.C. § 1114) and Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a));

b. Defendants have engaged in trademark infringement and unfair competition under the common law of the state of California;

c. Defendants have engaged in unfair competition in violation of the California Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200, et. seq.; and;

d. An order granting temporary, preliminary, and permanent injunctive relief restraining and enjoining Defendants, their agents, servants, employees, officers, associates, attorneys, and all persons acting by, through, or in concert with any of them from using the Coach Trademarks, including, but not limited to:

- i. Manufacturing, designing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any products that bear the Coach Trademarks or any other marks substantially indistinguishable from or confusingly similar thereto, including, without limitation, the Accused Products, and engaging in any other activity constituting an infringement of any of Coach’s rights in the Coach Trademarks; or
- ii. Engaging in any other activity constituting unfair competition with Plaintiffs, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations or designs associated with the Coach brand; and
- iii. Ordering Defendants to recall from any distributors and retailers

1 and to deliver to Plaintiffs for destruction or other disposition all
2 remaining inventory of all Accused Products and related items,
3 including all advertisements, promotional and marketing materials
4 therefore, as well as means of making same;

5 e. Ordering Defendants to file with this Court and serve on Plaintiffs
6 within thirty (30) days after entry of the injunction a report in writing, under oath
7 setting forth in detail the manner and form in which Defendants have complied with
8 the injunction;

9 f. Directing such other relief as the Court may deem appropriate to
10 prevent consumers, the public, and/or the trade from deriving any erroneous
11 impression that any product at issue in this action that has been manufactured,
12 designed, imported, advertised, marketed, promoted, supplied, distributed, offered for
13 sale, or sold by Defendants, has been authorized by Plaintiffs, or is related in any way
14 related to, connected to, or affiliated with the Coach brand;

15 g. Ordering an accounting by Defendants of all gains, profits and
16 advantages derived from their wrongful acts;

17 h. Awarding Plaintiffs all of Defendants' profits and all damages
18 sustained by Plaintiffs as a result of Defendants' wrongful acts, and such other
19 compensatory damages as the Court determines to be fair and appropriate pursuant to
20 15 U.S.C. § 1117(a);

21 i. Awarding Plaintiffs actual and punitive damages to which they are
22 entitled under applicable federal and state laws;

23 j. Awarding treble damages in the amount of Defendants' profits or
24 Plaintiffs' damages, whichever is greater, for willful infringement pursuant to 15
25 U.S.C. § 1117(b);

26 k. Awarding Plaintiffs statutory damages pursuant to 15 U.S.C. §
27 1117(c);

28 l. Awarding applicable interest, costs, disbursements and attorneys'

1 fees;

2 m. Awarding Plaintiffs punitive damages in connection with their
3 claims under California law; and

4 n. Awarding Plaintiffs such additional and further relief as the Court
5 deems just and proper.

6

7 Dated: April 2, 2024

BLAKELY LAW GROUP

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9 By: /s/ Jamie Fountain
10 Brent H. Blakely
11 Jamie Fountain
12 **Attorneys for Plaintiffs**
13 **Tapestry, Inc., Coach Services,**
14 **Inc., and Coach IP Holdings LLC**

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs Tapestry, Inc., Coach Services, Inc., and Coach IP Holdings LLC hereby demand a trial by jury as to all claims in this Civil Action.

Dated: April 2, 2024

BLAKELY LAW GROUP

By: /s/ Jamie Fountain
Brent H. Blakely
Jamie Fountain
**Attorneys for Plaintiffs
Tapestry, Inc., Coach Services,
Inc., and Coach IP Holdings LLC**