

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GINA KIM, on behalf of a class consisting of herself and all other persons similarly situated,

Plaintiffs, and as to Ms. Kim, counterclaim defendant,

v.

COACH, INC., a Maryland corporation, and COACH SERVICES, INC., a Maryland corporation,

Defendants, and, as to Coach, Inc., counterclaim plaintiff.

NO. 2:11-cv-00214-RSM

**COACH, INC.’S AMENDED ANSWER, DEFENSES, AND AFFIRMATIVE DEFENSES TO FIRST AMENDED COMPLAINT, AND AMENDED COUNTERCLAIM**

Pursuant to Federal Rule of Civil Procedure 15(a)(1), defendant Coach, Inc. (“Coach”) hereby submits its amended answer to the First Amended Complaint (the “Amended Complaint”) filed by plaintiff Gina Kim on behalf of a putative class consisting of Ms. Kim and all other Washington residents similarly situated, and filed by plaintiffs Jay Carlson, Carlson Legal, Christopher Carney, Carney Gillespie & Isitt PLLC, Jason B. Moore, and Van Eyk & Moore, PLLC. Coach’s amended answer, defenses, affirmative defenses, and amended counterclaim are based on information and knowledge thus far secured by Coach, and Coach

1 reserves the right to amend or supplement its amended answer, defenses, affirmative defenses,  
2 and amended counterclaim based on facts later discovered, pleaded, or offered. To the extent  
3 that any express or implied allegations in the Amended Complaint are not specifically admitted  
4 herein, Coach hereby denies any such allegations.

5 **ANSWER TO THE FIRST AMENDED COMPLAINT**

6 **SUMMARY**

7 Coach denies each and every allegation in plaintiffs' "Summary," except to admit that  
8 its law firm Gibney, Anthony & Flaherty, LLP ("Gibney") monitors certain items listed for sale  
9 on eBay, that Gibney alerts eBay when counterfeit Coach products are detected, that Gibney  
10 delivers communications to sellers when counterfeit Coach products are detected, and that  
11 Ms. Kim is a former Coach employee. Coach specifically denies that it "is trying to force all  
12 consumers to purchase Coach products" only in Coach's retail stores. Coach specifically  
13 denies that it "wantonly accuses consumers of infringing its trademarks . . . ." Coach  
14 specifically denies that it makes any accusations of counterfeiting "[w]ithout investigating the  
15 validity of its allegations . . . ." Coach specifically denies that it "fails to conduct even a  
16 minimally reasonable investigation into its counterfeiting claims . . . ."

17 **I. NATURE OF PLAINTIFF'S CLAIMS**

18 To the extent that this section contains allegations of fact, Coach denies the allegations  
19 contained therein, except to state that counsel for Coach indicated to counsel for Ms. Kim that  
20 counsel for Ms. Kim had committed actionable defamation that would be the subject of a claim.  
21 Coach specifically denies that any threats were made.

22 **II. PARTIES**

23 1. Coach denies that Ms. Kim is representative of any purported class in this  
24 matter. As to the remaining allegations in Paragraph 1, Coach lacks sufficient knowledge or  
25 information to form a belief as to the truth of the allegations contained therein and, on that  
26 basis, denies such allegations.

1           2.       Coach denies that the putative class described in Paragraph 2 is valid under  
2 Fed.R.Civ.P. 23. As to the remaining allegations in Paragraph 2, Coach lacks sufficient  
3 knowledge or information to form a belief as to the truth of the allegations contained therein  
4 and, on that basis, denies such allegations.

5           3.       Coach admits that Coach, Inc. and Coach Services, Inc. are Maryland  
6 corporations and that their principal places of business are not in Washington. The meaning of  
7 the term “extensive” is undefined and, on that basis, Coach denies the remaining allegations in  
8 Paragraph 3.

9           4.       Coach denies that counsel for Ms. Kim “have been directly threatened with a  
10 defamation lawsuit by Coach’s counsel.” As to the remaining allegations in Paragraph 4,  
11 Coach lacks sufficient knowledge or information to form a belief as to the truth of the  
12 allegations contained therein and, on that basis, denies such allegations, except to acknowledge  
13 that Ms. Kim’s lawyers have been made named plaintiffs in this lawsuit.

14           **III.       JURISDICTION AND VENUE**

15           1.       Answering Paragraph 1, Coach lacks sufficient knowledge or information to  
16 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
17 allegations.

18           2.       Paragraph 2 contains legal conclusions to which no response is necessary. To  
19 the extent that Paragraph 2 contains allegations of fact, Coach admits that the Amended  
20 Complaint purports to invoke jurisdiction under 28 U.S.C. §§ 1331, 1332, 1367, and 2201-02.

21           3.       Coach admits that it markets and sells trademarked goods in Washington.  
22 Coach denies the remaining allegations in Paragraph 3.

23           4.       Paragraph 4 contains legal conclusions to which no response is necessary. To  
24 the extent that Paragraph 4 contains allegations of fact, Coach admits that the Amended  
25 Complaint purports to invoke venue under 28 U.S.C. §§ 1391(a), (b), & (c).

1           **IV.   FACTS COMMON TO ALL COUNTS**

2           1.        Answering Paragraph 1, Coach lacks sufficient knowledge or information to  
3 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
4 allegations.

5           2.        Answering Paragraph 2, Coach lacks sufficient knowledge or information to  
6 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
7 allegations.

8           **1.   “VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT”**

9           1.        Coach incorporates and realleges the preceding paragraphs as if set forth fully  
10 herein.

11          2.        Paragraph 2 contains legal conclusions to which no response is necessary. To  
12 the extent that Paragraph 2 contains allegations of fact, Coach lacks sufficient knowledge or  
13 information to form a belief as to the truth of the allegations contained therein and, on that  
14 basis, denies such allegations.

15          3.        Coach admits that, in October 2010, Gibney notified eBay that Gibney believed,  
16 on the basis of Ms. Kim’s eBay listing, that a handbag listed for sale by Ms. Kim is counterfeit  
17 and infringed Coach’s trademarks. Coach denies the remaining allegations in Paragraph 3.  
18 Coach specifically denies that it acted “without conducting any reasonable investigation.”

19          4.        Coach admits that the listing referenced in the preceding paragraph was briefly  
20 removed from eBay but denies that Ms. Kim’s characterization, which implies that the listing  
21 was never re-instated, is accurate. Coach further denies that it made any claims at all. As to  
22 the remaining allegations in Paragraph 4, Coach lacks sufficient knowledge or information to  
23 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
24 allegations.

1           5.       Coach admits that, on or about October 8, 2010, Gibney sent a letter to Ms. Kim  
2 regarding her eBay listing. Coach denies that Ms. Kim’s characterization of the letter is  
3 accurate or complete, and submits that the letter is the best evidence of its contents.

4           6.       Answering Paragraph 6, Coach lacks sufficient knowledge or information to  
5 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
6 allegations.

7           7.       Coach denies the allegations contained in Paragraph 7.

8           8.       Coach denies the allegations contained in Paragraph 8.

9           9.       Coach denies the allegations contained in Paragraph 9.

10          10.       Coach denies the allegations contained in Paragraph 10.

11          11.       Coach denies the allegations contained in Paragraph 11.

12   **2.       “MISREPRESENTATION OF TRADEMARK INFRINGEMENT IN**  
13   **VIOLATION OF 17 U.S.C. 512(f), AND DECLARATORY JUDGMENT”**

14          1.       Coach incorporates and realleges the preceding paragraphs as if set forth fully  
15 herein.

16          2.       Coach admits the allegations in Paragraph 2.

17          3.       Coach admits that, in October 2010, Gibney notified eBay that Gibney believed,  
18 on the basis of Ms. Kim’s eBay listing, that a handbag listed for sale by Ms. Kim is counterfeit  
19 and infringed Coach’s trademarks. Coach denies the remaining allegations in Paragraph 3.

20          4.       Coach admits that, on October 8, 2010, Gibney sent a letter to Ms. Kim  
21 regarding her eBay listing. Coach denies that Ms. Kim’s characterization of the letter is  
22 accurate or complete, and submits that the letter is the best evidence of its contents. Coach  
23 denies the remaining allegations in Paragraph 4.

24          5.       Answering Paragraph 5, Coach lacks sufficient knowledge or information to  
25 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
26 allegations.

1           6.       Coach denies the allegations in Paragraph 6.

2           7.       Coach denies the allegations in Paragraph 7.

3           8.       Coach denies the allegations in Paragraph 8.

4           9.       Coach denies the allegations in Paragraph 9.

5   **3.       “DEFAMATION BY DEFENDANT AGAINST PLAINTIFF”**

6           1.       Coach incorporates and realleges the preceding paragraphs as if set forth fully  
7 herein.

8           2.       Coach admits that, in October 2010, Gibney notified eBay that Gibney believed,  
9 on the basis of Ms. Kim’s eBay listing, that a handbag listed for sale by Ms. Kim is counterfeit  
10 and infringed Coach’s trademarks. Coach denies the remaining allegations in Paragraph 2.

11          3.       Coach denies the allegations in Paragraph 3.

12          4.       Answering Paragraph 4, Coach lacks sufficient knowledge or information to  
13 form a belief as to the truth of the allegations contained therein and, on that basis, denies such  
14 allegations.

15          5.       Coach denies the allegations in Paragraph 5.

16          6.       Coach denies the allegations in Paragraph 6.

17          7.       Coach denies the allegations in Paragraph 7.

18   **4.       “TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY”**

19          1.       Coach incorporates and realleges the preceding paragraphs as if set forth fully  
20 herein.

21          2.       Coach admits that, in October 2010, Gibney notified eBay that Gibney believed,  
22 on the basis of Ms. Kim’s eBay listing, that a handbag listed for sale by Ms. Kim is counterfeit  
23 and infringed Coach’s trademarks. Coach denies the remaining allegations in Paragraph 2.

24          3.       Coach admits that, on October 8, 2010, Gibney sent a letter to Ms. Kim  
25 regarding her eBay listing. Coach denies that Ms. Kim’s characterization of the letter is  
26 accurate or complete, and submits that the letter is the best evidence of its contents.

1           4.       Coach denies the allegations in Paragraph 4.

2           5.       Coach denies the allegations in Paragraph 5.

3   **5.       “DECLARATION OF NO DEFAMATION BY PLAINTIFF’S COUNSEL”**

4           1.       Coach admits that it has hired counsel named Stelman Keehnel, who practices  
5 at DLA Piper in Seattle. Coach further admits that Mr. Keehnel has been in communication  
6 with counsel for Ms. Kim. Coach further admits that, as of the filing of the Amended  
7 Complaint, Mr. Keehnel had not yet filed a notice of appearance in this matter because there  
8 was no occasion to do so, as the time for Coach to appear and respond, following service of  
9 process, had not run. Coach denies the remaining allegations in Paragraph 1. Coach  
10 specifically denies that Mr. Keehnel has been in “regular communication” with counsel for  
11 Ms. Kim. Coach specifically denies that Mr. Keehnel was under any obligation to appear in  
12 this case because of “repeated written and oral requests” to appear.

13           2.       Coach denies that Mr. Keehnel sent counsel for Ms. Kim a letter dated February  
14 27, 2011. Coach denies that counsel for Ms. Kim’s characterization of any letter sent by  
15 Mr. Keehnel is accurate or complete, and submits that the best evidence of the contents of any  
16 letter sent to Ms. Kim’s counsel is such letter.

17           3.       Coach again denies that Mr. Keehnel sent counsel for Ms. Kim a letter dated  
18 February 27, 2011. Coach admits that, in a February 17, 2011 letter, Mr. Keehnel informed  
19 counsel for Ms. Kim that they committed defamation. Coach denies that counsel for Ms. Kim’s  
20 characterization of any letter sent by Mr. Keehnel is accurate or complete, and submits that the  
21 best evidence of the contents of any letter sent to Ms. Kim’s counsel is such letter.

22           4.       Coach denies that any “threat” was made. Coach admits that Mr. Keehnel  
23 informed counsel for Ms. Kim that counsel for Ms. Kim committed defamation and that a claim  
24 would be filed. Coach denies the remaining allegations in Paragraph 4.

25           5.       Coach denies the allegations in Paragraph 5.

1           6.       Coach denies that the description of counsel for Ms. Kim’s actions during the  
2 interview – that they “repeated the allegations in the Complaint and answered questions about  
3 the case” – is accurate or complete. As to the remaining allegations in Paragraph 6, Coach  
4 lacks sufficient knowledge or information to form a belief as to the truth of the allegations  
5 contained therein and, on that basis, denies such allegations.

6           7.       Coach admits that Gibney sent Ms. Kim a letter, although Coach denies that  
7 counsel for Ms. Kim’s characterization of the letter is accurate or complete, and submits that  
8 the letter is the best evidence of its contents. Coach admits that Ms. Kim is a former Coach  
9 employee. Coach lacks sufficient knowledge or information to form a belief as to the truth of  
10 the allegation that “[t]he actual product was depicted in photographs taken by Ms. Kim and  
11 posted in the eBay.com advertisement . . . .” Coach denies the remaining allegations in  
12 Paragraph 7. Coach specifically denies that the defamatory statements by counsel for Ms. Kim  
13 were substantially true. Coach specifically denies that Coach “failed to reasonably investigate”  
14 the authenticity of the product. Coach specifically denies that “[i]f Coach had reasonably  
15 investigated that issue, they could have easily discovered that the product was genuine.” Coach  
16 specifically denies that counsel for Ms. Kim had a “good faith basis to assert that Coach failed  
17 to investigate, and the statement was substantially true.” Coach specifically denies that “[t]here  
18 has been no defamation against Coach.”

19           8.       Coach admits that its brand is famous. Coach lacks sufficient knowledge or  
20 information to form a belief as to the truth of the allegation regarding “the reason the media  
21 was interested in this Complaint in the first place . . . .” The meaning of the phrase “great deal  
22 of money” is undefined and, on that basis, Coach denies the allegation regarding the amount of  
23 money it spends on marketing. Coach denies the remaining allegations in Paragraph 8.

24           9.       Coach denies the allegations in Paragraph 9.  
25  
26



1           **V. CLASS ALLEGATIONS**

2           1. Paragraph 1 contains legal conclusions to which no response is necessary. To  
3 the extent that Paragraph 1 contains allegations of fact, Coach denies the allegations in  
4 Paragraph 1.

5           2. Coach denies the allegations in Paragraph 2.

6           3. Paragraph 3 contains legal conclusions to which no response is necessary. To  
7 the extent that Paragraph 3 contains allegations of fact, Coach denies the allegations in  
8 Paragraph 3.

9           4. Coach denies the allegations in Paragraph 4.

10          5. Coach denies the allegations in Paragraph 5.

11          6. Coach denies the allegations in Paragraph 6.

12          7. Coach denies the allegations in Paragraph 7.

13          8. No response is necessary to Paragraph 8.

14           **VI. PRAYER FOR RELIEF**

15          Coach denies that Ms. Kim is entitled to the relief sought in the Amended Complaint or  
16 to any other relief.

17                           **DEFENSES AND AFFIRMATIVE DEFENSES**

18          As separate and distinct defenses and affirmative defenses to the Amended Complaint,  
19 Coach further alleges as follows, without admission that Coach carries the burden of proof on  
20 any of the defenses set forth below:

21          1.       **Failure to State a Claim.** The Amended Complaint fails to state a claim for  
22 which relief can be granted.

23          2.       **Unclean Hands.** Ms. Kim is not entitled to obtain recovery for damages she has  
24 incurred, if any, arising out of her own wrongful conduct.

25          3.       **Prior Breach.** Each and every one of Ms. Kim's causes of action in the  
26 Amended Complaint is barred by the doctrine of prior breach.

1           4.     **Intervening Cause.** Each and every one of Ms. Kim’s causes of action in the  
2 Amended Complaint is barred by the doctrine of intervening cause.

3           5.     **Kim’s Own Conduct.** Each and every one of Ms. Kim’s causes of action in the  
4 Amended Complaint is barred by Ms. Kim’s own conduct.

5           6.     **Estoppel.** Each and every one of Ms. Kim’s causes of action in the Amended  
6 Complaint is barred by the doctrine of estoppel.

7           7.     **Justification.** Each and every one of Ms. Kim’s causes of action in the  
8 Amended Complaint is barred by the doctrine of justification.

9           8.     **Truth.** Ms. Kim’s claim for defamation is barred by the doctrine of truth.

10          9.     **Lack of Damages.** The Amended Complaint, and each purported claim by  
11 Ms. Kim for relief therein, is barred because Ms. Kim has not suffered any damages as a result  
12 of any acts, conduct, or omissions by Coach.

13          10.    **Failure to Mitigate.** Ms. Kim is precluded from pursuing her Amended  
14 Complaint and each claim for relief therein because Ms. Kim has failed to mitigate her  
15 damages, if any, which she seeks to recover.

16          11.    **Successful Mitigation of Damages.** Ms. Kim is precluded from pursuing her  
17 Amended Complaint and each claim for relief therein because Ms. Kim has successfully  
18 mitigated her damages, such that there are no damages to recover.

19          12.    **Justifiable Reliance.** Coach justifiably relied on Ms. Kim’s false statement that  
20 the subject bag is “NEW.” In fact, the subject bag was six or seven years old at the time  
21 Ms. Kim falsely represented that the bag is “NEW.”

22          13.    **No Typicality.** Ms. Kim is not typical of the class she purports to represent.

23          14.    **No Numerosity.** The putative class does not satisfy the numerosity  
24 requirement.

25          15.    **Counsel Not Qualified.** Ms. Kim’s selected counsel are not qualified to serve  
26 as class counsel.



1 **GENERAL ALLEGATIONS**

2 8. Coach is a leading designer, producer, and marketer of accessories and gifts,  
3 including handbags, business cases, luggage and travel accessories, wallets, outerwear,  
4 eyewear, gloves, scarves, fragrance, and fine jewelry bearing the COACH trademark and other  
5 associated marks.

6 9. Coach’s reputation for high quality workmanship and creative design is critical  
7 to Coach’s business model. Coach relies heavily on the enormous goodwill that it enjoys with  
8 respect to its well-known and highly-regarded brand.

9 10. Impairment of Coach’s reputation directly diminishes Coach’s ability to conduct  
10 its business.

11 11. As with other designers and producers of consumer products, Coach is faced  
12 with the insurmountable task of policing its intellectual property and protecting itself and  
13 consumers from counterfeit merchandise.

14 12. Removing suspicious listings is a routine function that eBay undertakes in  
15 connection with its efforts to limit the potential for massive counterfeiting on eBay. If eBay  
16 were not permitted to remove suspicious listings, it would have no ability to control  
17 counterfeiting. Similarly, if intellectual property rights holders were not able to request  
18 removal of suspicious listings – especially when the listing itself inaccurately describes the  
19 product at issue – then websites like eBay would be overrun with counterfeit merchandise, to  
20 the detriment of the websites, the producers, and consumers.

21 13. When intellectual property rights holders request the removal of suspicious  
22 listings, they are entitled to rely on the product description in the listing. If intellectual property  
23 holders cannot rely on the product description in the listing, then they are powerless to prevent  
24 counterfeit products from reaching consumers.

25 14. In late September or early October 2010, Ms. Kim listed a handbag on  
26 eBay.com as “NEW.” Ms. Kim also advertised the bag as a COACH handbag.

1           15.     On information and belief, the eBay user agreement that Ms. Kim agreed to  
2 when listing an item on eBay provided that she “will not... post false, inaccurate, [or]  
3 misleading . . . content.”

4           16.     Acting on behalf of Coach, the law firm Gibney, Anthony & Flaherty LLP  
5 (“Gibney”) conducted an investigation of the handbag listing. Gibney concluded, correctly,  
6 that if the bag were “NEW,” it is not an authentic COACH handbag.

7           17.     On information and belief, in October 2010, eBay removed Ms. Kim’s handbag  
8 listing for a short time in connection with suspicion that Ms. Kim was selling a counterfeit bag.

9           18.     Shortly after Ms. Kim’s listing was removed from eBay, Gibney sent Ms. Kim a  
10 letter, which letter is attached as **Exhibit A**. Ms. Kim received the letter, contacted Gibney,  
11 and her listing with eBay was reinstated almost immediately thereafter.

12           19.     On February 8, 2011, counsel for Ms. Kim filed the above-captioned lawsuit in  
13 this Court. Among the claims asserted was a claim for defamation. It appears that the  
14 statements alleged to have been defamatory are (a) a communication by Gibney to eBay  
15 allegedly requesting that eBay remove Ms. Kim’s listing; and (b) the letter from Gibney to  
16 Ms. Kim.

17           20.     Nothing that Gibney communicated was false. A “NEW” bag of the sort that  
18 Ms. Kim was selling would be counterfeit. Gibney reasonably relied on Ms. Kim’s description  
19 of the item in question in forming this belief.

20           21.     Gibney’s letter to Ms. Kim was published only to Ms. Kim. Neither Gibney nor  
21 Coach disseminated the letter. The letter was brought to the attention of the general public only  
22 through this lawsuit and through publicity associated with a newscast regarding this lawsuit,  
23 participated in by plaintiffs Jay Carlson and Christopher Carney.

24           22.     Coach is entitled to a declaration that Gibney and Coach were entitled to rely on  
25 Ms. Kim’s description of the listed bag as “NEW” in her listing, and that no defamation  
26 occurred.



1 Dated this 24th day of March, 2011.

2 DLA Piper LLP (US)

3  
4 By: *s/ Stelman Keehnel*

---

5 Stelman Keehnel, WSBA No. 9309  
6 R. Omar Riojas, WSBA No. 35400  
7 Patrick Eagan, WSBA No. 42679  
8 DLA Piper LLP (US)  
9 701 Fifth Avenue, Suite 7000  
10 Seattle, WA 98104  
11 Tel: 206.839.4800  
12 Fax: 206.839.4801  
13 E-mail: [stellman.keehnel@dlapiper.com](mailto:stellman.keehnel@dlapiper.com)  
14 E-mail: [omar.riojas@dlapiper.com](mailto:omar.riojas@dlapiper.com)  
15 E-mail: [patrick.eagan@dlapiper.com](mailto:patrick.eagan@dlapiper.com)  
16 Attorneys for defendant and counterclaim plaintiff  
17 Coach, Inc.  
18  
19  
20  
21  
22  
23  
24  
25  
26

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on March 24, 2011, I electronically filed the foregoing with the  
3 Clerk of the Court using the CM/ECF system which will send notification of such filing to all  
4 counsel of record.

5 Dated this 24th day of March, 2011.

6  
7 /s/ Stelman Keehnel  
8 Stelman Keehnel, WSBA No. 9309

9 WEST\223319331.1

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26



# EXHIBIT A



**GIBNEY  
ANTHONY &  
FLAHERTY<sub>LLP</sub>**

Attorneys at Law  
665 Fifth Avenue  
New York, NY 10022  
212.688.5151  
212.688.8315 Fax  
www.gibney.com

John Macaluso  
212.688.5151  
coach@gibney.com

October 8, 2010

**BY EMAIL: ginayunkim@gmail.com**  
**AND FIRST CLASS MAIL**

Gina Kim  
9069 17th Avenue SW  
Seattle, WA 98106

**Re: Coach, Inc.**

Dear Ms. Kim:

This firm is counsel to Coach, Inc. and Coach Services, Inc. (hereinafter collectively referred to as "Coach"), with respect to certain intellectual property matters. Coach is the owner of the federally-registered "COACH" trademark, among others (the "Coach Trademarks").

It has recently come to our attention that you are offering for sale and selling merchandise bearing counterfeits of the Coach Trademarks (the "Infringing Merchandise") on eBay.com.

Such action is likely to cause confusion and constitutes trademark counterfeiting, infringement and dilution of our clients' intellectual property rights. Your conduct violates federal and state trademark laws. As a result, you may be held liable for trademark counterfeiting and infringement. The penalties for such conduct are severe and may include injunctive relief, actual damages, statutory damages of up to \$2,000,000 for each trademark that has been counterfeited, costs and attorneys' fees.

Therefore, we demand that you immediately cease and desist from any and all offering for sale, sale, distribution, importation, manufacture, advertisement, promotion and display of the Infringing Merchandise. We also demand that you do the following immediately:

1. Surrender all Infringing Merchandise in your possession, custody or control.
2. Provide the identity of the source of the Infringing Merchandise.

San Francisco Office: Two Transamerica Center, 505 Sansome Street, Suite 1200, San Francisco, CA 94111 tel 415.901.2270

Associated Offices: Gros & Waltenspuhl, Rue Beauregard 9, CH-1204 Geneva, Switzerland tel +41 22.311.3833  
Magrath LLP, 66/67 Newman Street, London, W1T 3EQ, United Kingdom tel +44 207.495.3003



3. Make payment to “**Coach, Inc.**” by Cashier’s Check, Certified Check or Money Order, for all damages and costs incurred by our clients in connection with your infringing conduct, in the amount of **\$300**.

We strongly urge you not to contact the supplier of the Infringing Merchandise or to take any other action which would interfere with Coach’s ability to eliminate Infringing Merchandise from the marketplace and will hold you responsible for your complicity in any such actions to the maximum extent provided by law.

Please complete the information below and return it along with the merchandise and payment to the undersigned at: Gibney, Anthony & Flaherty, LLP, 665 Fifth Avenue, New York, NY 10022.

You hereby warrant and represent that:

1. Your eBay.com seller ID is: \_\_\_\_\_.
2. All Infringing Merchandise has been withdrawn from eBay.com and all other venues and you have surrendered all Infringing Merchandise in your possession or control to the undersigned counsel for Coach.
3. You sold \_\_\_\_\_ pieces of Infringing Merchandise and your profits from these sales were \$ \_\_\_\_\_.
4. Your supplier(s) for the Infringing Merchandise and its (their) contact information is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. You will never again advertise, manufacture, offer for sale, sell or otherwise distribute the Infringing Merchandise in any venue, including, but not limited to, eBay.com.
6. You have made monetary payment of \$300 to Coach, either by certified check or money order, made payable to “Coach, Inc.” based upon your profits and Coach’s attorneys’ fees and costs in connection with your sale of the Infringing Merchandise.



GIBNEY ANTHONY & FLAHERTY<sup>LLP</sup>

IN WITNESS WHEREOF, you agree to the foregoing.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

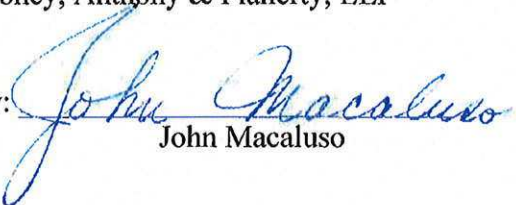
Signature: \_\_\_\_\_

Please be advised that your failure to respond or to comply with these demands before **October 15, 2010**, may result in Coach taking legal action to enforce their rights, all of which are hereby expressly reserved.

Sincerely,

Gibney, Anthony & Flaherty, LLP

By:

  
John Macaluso

