EXHIBIT A

Eagan, Patrick

From: Keehnel, Stellman
Sent: Saturday, February 12, 2011 5:09 PM
To: Howson, Patsy
Subject: Coach/FW: Response to Voice Message 2/11

-----Original Message-----
From: Keehnel, Stellman
Sent: Saturday, February 12, 2011 5:09 PM
To: 'jason moore'
Cc: 'jaycarlson.legal@gmail.com'; 'christopher.carney@cgi-law.com'
Subject: RE: Response to Voice Message 2/11

Messrs. Moore, Carlson and Carney:

I am representing Coach, Inc. and Coach Services, Inc. in connection with the putative class action you filed February 8. The purpose of my call yesterday to Mr. Moore was to arrange a time early next week to sit down with the three of you to discuss reasons an immediate dismissal of the lawsuit is prudent. Given Mr. Moore's vacation, he will have to participate by speaker phone. I am at an out-of-state hearing Monday. The balance of the early part of the week is good for me, with the exception of a board meeting Tuesday beginning at 3:30pm. How about 1:00pm Tuesday? I am happy to host.

Stellman Keehnel
Chair of Seattle Litigation Group
DLA Piper US LLP
701 Fifth Avenue, 70th Floor
Seattle, WA 98104-7044
Phone: (206) 839-4888
Fax: (206) 839-4801
Cell: (206) 618-4836
email: stellman.keehnel@dlapiper.com
www.dlapiper.com

-----Original Message-----
From: jason moore [mailto:jason@vaneyk-moore.com]
Sent: Friday, February 11, 2011 4:46 PM
To: Keehnel, Stellman
Subject: Response to Voice Message 2/11

Mr. Keehnel,

I will be on vacation until 2/20 and telephone access is limited.
Please email and I'll respond as soon as possible.

JASON B. MOORE
jason@vaneyk-moore.com

VAN EYK & MOORE, PLLC
100 W. Harrison Street, Suite N440
Seattle, WA 98119
vaneyk-moore.com

TEL 206 414 8968
FAX 206 452 0722

the sender by reply e-mail and delete the message. Any disclosure, copying, distribution or use of this information by someone other than the intended recipient is prohibited.

EXHIBIT B

Eagan, Patrick

From: Keehnel, Stellman
Sent: Wednesday, February 16, 2011 10:44 PM
To: Howson, Patsy
Cc: Eagan, Patrick
Subject: Coach/FW: Response to Voice Message 2/11

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Monday, February 14, 2011 11:26 AM
To: Keehnel, Stellman
Cc: jason moore <jason@vaneyk-moore.com>; christopher.carney@cgi-law.com <christopher.carney@cgi-law.com>
Subject: Re: Response to Voice Message 2/11

Mr. Stellman:

First, please appear in the case so we can confirm that you are representing and are empowered to speak for Coach.

Once you do so, if you have arguments as to why you think an immediate dismissal is "prudent," we would be happy to review a written summary. We think it makes sense for you send us something in writing, as it would allow us to review it in the fullness of time, and will create a record.

Once you appear, we also want to schedule a phone conference with you to complete the Rule 26 initial conference. Why don't you send us a few scheduling options for late this week, assuming you can get your appearance served on us by that time, and we will confirm one of those times for the initial conference.

Thank you.

Jay Carlson

On Sat, Feb 12, 2011 at 5:08 PM, Keehnel, Stellman <Stellman.Keehnel@dlapiper.com> wrote:

Messrs. Moore, Carlson and Carney:

I am representing Coach, Inc. and Coach Services, Inc. in connection with the putative class action you filed February 8. The purpose of my call yesterday to Mr. Moore was to arrange a time early next week to sit down with the three of you to discuss reasons an immediate dismissal of the lawsuit is prudent. Given Mr. Moore's vacation, he will have to participate by speaker phone. I am at an out-of-state hearing Monday. The balance of the early part of the week is good for me, with the exception of a board meeting Tuesday beginning at 3:30pm. How about 1:00pm Tuesday? I am happy to host.

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From: jason moore [mailto:jason@vaneyk-moore.com]
Sent: Friday, February 11, 2011 4:46 PM
To: Keehnel, Stellman
Subject: Response to Voice Message 2/11

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Please email and I'll respond as soon as possible.

JASON B. MOORE
jason@vaneyk-moore.com

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</PRE>

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--
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EXHIBIT C

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February 17, 2011

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100 West Harrison Street, N440
Seattle, WA 98119

Christopher Carney
Carney Gillespie & Isitt PLLC
100 West Harrison Street, N440
Seattle, WA 98119

Jay Carlson
Carlson Legal
100 West Harrison Street, N440
Seattle, WA 98119

Re: Kim v. Coach, Inc.

Messrs. Moore, Carlson, and Carney:

I represent Coach, Inc. and Coach Services, Inc. I am sending this letter pursuant to Rule 11 of the Federal Rules of Civil Procedure. Before I get to the substance of my message, I must say that I am disappointed that, thus far, all three of you have refused to meet with me or even talk with me. I hereby renew my request to have a face-to-face meeting with you at your earliest convenience.

The purpose of this message is to inform you that the Complaint that each of you signed is in violation of Rule 11. I urge you to work with me now to prepare the necessary papers to dismiss the lawsuit. If we do not receive your cooperation, the Coach companies will have no other choice than to proceed with steps to dismiss the lawsuit and then ask the Court to require your client and you to pay back to the Coach companies the fees incurred in dealing with your frivolous lawsuit.

The starting point for understanding why an objective viewer would have reasonably concluded that your client was attempting to sell a counterfeit bag is that your client falsely listed the item as "NEW" in her eBay product description. Despite your client's description of the bag as "NEW," it turns out that your client purchased the bag six or seven years ago. The bag is not new. It may be unused, but it certainly is not new. "New" is not a vague term. It means "having existed or having been made but a short time." No honest person would describe a seven-year-old car as new, even if it had never been driven. Similarly, no honest person would label as "NEW" a bag purchased six or seven years ago.

Your client's description of the bag as "NEW" was in plain violation of eBay's User Agreement, which your client agreed to honor. eBay's User Agreement requires a seller, such as your client, to agree as follows: "You will not . . . post false, inaccurate, misleading . . . content . . . ." In falsely listing the item as "NEW," your client violated her contract with eBay. Germane to the lawsuit you filed, and to the reason an objective viewer would reasonably have concluded that your client was attempting to sell a counterfeit item, the Coach companies were entitled to rely on your client's statement that the bag is "NEW" (*i.e.*, manufactured but a short time previously). The actions taken were in reasonable reliance on your client's false and misleading labeling of the bag as "NEW." Put simply, if the bag your client listed for sale on eBay were truly new, then it is, in fact, counterfeit. Had your client not falsely described the bag as "NEW," she would not have received a letter from the Coach companies' lawyers (Gibney Anthony), and no communication would have been made to eBay by those lawyers. The sole cause of the events about which you and your client wrongly complain is your own client's false and misleading description of the bag as "NEW."

At 1:19-20 of the Complaint that each of you signed, you falsely state: "Without investigating the validity of its allegations, Coach wantonly accuses consumers of infringing its trademarks by selling counterfeit Coach products." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Indeed, before filing the Complaint and making the false statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. You and your client blatantly violated Rule 11(b)(3).

At 2:4-5 of the Complaint that each of you signed, you falsely state that "Coach fails to conduct even a minimally reasonable investigation . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Again, before filing the Complaint and making the false statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. You again blatantly violated Rule 11(b)(3).

At 3:14-15 of the Complaint that each of you signed, you falsely state that actions were taken with respect to your client "without conducting any reasonable investigation . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Once again, before filing the Complaint and making the false statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. You once again blatantly violated Rule 11(b)(3).

At 4:9 of the Complaint that each of you signed, you falsely state that actions were taken with respect to your client "without conducting a thorough investigation . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. As with the other allegations quoted above, before filing the Complaint and making the false statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. As with the other allegations quoted above, you blatantly violated Rule 11(b)(3).

At 5:1 of the Complaint that each of you signed, you falsely state that actions were taken with respect to your client "without conducting a thorough investigation . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Again, before filing the Complaint and making the false statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. Again, you blatantly violated Rule 11(b)(3).

At 5:13 of the Complaint that each of you signed, you falsely state that actions were taken with respect to your client "without conducting a thorough investigation . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Once again, before filing the Complaint and making the false

statement quoted above, you had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did you make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. You once again blatantly violated Rule 11(b)(3).

Further, in a television interview in which he was "advocating" (under Rule 11(b)) the Complaint, Mr. Carney falsely stated: "Clearly, Coach did nothing to investigate . . . ." That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Before filing the Complaint and making the false statement quoted above, Mr. Carney and Mr. Carlson, who was at Mr. Carney's side, had no idea whatsoever what system is in place to identify items listed on eBay as counterfeit Coach products, nor did Mr. Carney and Mr. Carlson make any effort to inquire, which would have been as simple as calling Coach's in-house counsel. Mr. Carney and Mr. Carlson blatantly violated Rule 11(b)(3). In addition, Mr. Carney's statement was for an improper purpose — to publicly cast the Coach companies in a false light, to defame the Coach companies, and to harass the Coach companies. Mr. Carney and Mr. Carlson have violated Rule 11(b)(1). And because Mr. Carney made his false and defamatory statement outside a pleading, there is no immunity, qualified or otherwise, associated with his statement. Mr. Carney defamed the Coach companies, and he sought maximum publicity of his defamatory statement, apparently intending to maximize the Coach companies' damages.

At 6:13 of the Complaint that each of you signed, you falsely state that "Defendant has threatened **many** Class members throughout the State of Washington." (Emphasis added.) That contention has no evidentiary support, and you did not perform an inquiry reasonable under the circumstances to support an assertion that the contention would likely have evidentiary support. Had you inquired, you would have learned that fewer than 20 letters similar to the letter referenced in the Complaint were sent to Washington addresses (and a number of those letters resulted in admissions that the recipients were, in fact, marketing counterfeit goods). You have again violated Rule 11(b)(3).

At 4:6-23 of the Complaint that each of you signed, you assert a claim under 17 U.S.C. § 512(f). The Digital Millennium Copyright Act is a *copyright* statute. It does not apply to trademark matters. *See, e.g., Corbis Corp. v. Amazon.com, Inc.*, 351 F. Supp. 2d 1090, 1098 ("In 1998 Congress enacted the DMCA in an effort to resolve the unique

copyright enforcement problems caused by the widespread use of the Internet.") (emphasis added); *Williams v. Life's Rad*, 2010 WL 5481762 (N.D. Cal. May 12, 2010) at *4 ("While the DCMA imposes obligations upon service providers with respect to copyrights, there is no companion provision under the Lanham Act for trademarks."). You had no basis for making a claim under the DCMA in this matter, which does not remotely involve copyrights. In short, as with your false factual contentions, your legal claim also has no support. Your assertion of a DCMA claim is in blatant violation of Rule 11(b)(2).

Mr. Carlson, in the same television interview noted above, in which he was "advocating" (under Rule 11(b)) the Complaint, indicated he was reading from the letter that the Coach companies' counsel sent your client, and Mr. Carlson falsely stated that the letter reads as follows: "You have committed trademark infringement and we are going to sue you for two million dollars." That is plainly not what the letter says. Not only does Mr. Carlson's statement lack evidentiary support, it is objectively false. Mr. Carlson, and Mr. Carney, who was at Mr. Carlson's side at the time and did not correct the false statement, violated Rule 11(b)(3). In addition, the statement was for an improper purpose — to publicly cast the Coach companies in a false light, to defame the Coach companies, and to harass the Coach companies. Mr. Carlson and Mr. Carney have violated Rule 11(b)(1). And because Mr. Carlson made his false and defamatory statement outside a pleading, there is no immunity, qualified or otherwise, associated with his statement. Mr. Carlson defamed the Coach companies, and he sought maximum publicity of his defamatory statement, apparently intending to maximize the Coach companies' damages.

Finally, as your client knew from the Employee Guides in place while she was an employee of Coach, merchandise purchased through an employee discount cannot be re-sold to "realize personal gain from the purchase." It appears that your client, in addition to misleading both Coach and potential buyers by wrongly listing the item as "NEW," is also in violation of her obligations under the Employee Guides.

The Coach companies hereby request that you voluntarily dismiss the lawsuit. We will work with you to prepare the dismissal papers. If you do not dismiss the lawsuit promptly, the Coach companies intend to ask the Court to require your client and each of you, pursuant to Rule 11(c)(1) & (4), to pay for the fees and costs the Coach companies are incurring in dealing with this frivolous lawsuit. The Coach companies

urge you to inform your client, as the rules of Professional Conduct require, of the likelihood that she will have to pay the Coach companies' legal fees if she fails to dismiss the lawsuit:

> If, after notice and a reasonable opportunity to respond, the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law firm, **or party** that violated the rule or is responsible for the violation.
>
> The sanction may include . . . an order directing payment to the movant [Coach] of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation

Rule 11(c)(1) & (4).

I understand from the Court's February 9, 2011 letter to Mr. Moore that he is not admitted to practice before the United States District Court for the Western District of Washington (and so improperly listed himself on the Complaint), so I appreciate his reluctance to talk with me about this lawsuit. Mr. Carlson and Mr. Carney, will you please meet with me? I suggest the following slots: February 18 between 9:30 a.m. and 3:00 p.m., February 19 between 8:00 a.m. and 4:00 p.m., February 21 between 11:00 a.m. and 7:00 p.m., or February 22 between 10:00 a.m. and 4:00 p.m.

Sincerely,

DLA Piper LLP (US)

Stellman Keehnel
Partner

Admitted to practice in Washington

WEST\223207233.1

EXHIBIT D

Eagan, Patrick

From: Keehnel, Stellman
Sent: Thursday, February 17, 2011 4:12 PM
To: Howson, Patsy
Subject: FW: Coach, Inc. adv. Kim

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Thursday, February 17, 2011 4:06 PM
To: Keehnel, Stellman
Cc: jason moore; christopher.carney@cgi-law.com
Subject: Re: Coach, Inc. adv. Kim

Stellman:

You have not appeared in the case. Please do so. Also, do you represent E-Bay?

I would note that, despite the repetitive threats in your lengthy and bullying letter, nowhere do you deny the central allegation in the case: that Coach falsely accuses its own customers of trademark infringement, without a reasonable basis for doing so, as a business tactic. The basis for our claim that Coach did no reasonable investigation is obvious: they accused our client of selling a counterfeit Coach bag, when she clearly and plainly was not doing so. Even a cursory investigation by Coach would have shown that. Moreover, Coach's campaign of threat letters is well documented. As only one example, we look forward to discovery regarding the other consumers in Washington who you admit have received such a letter from Coach's New York law firm.

I note that your own letter is in keeping with your client's tactic of using meritless legal threats to achieve its ends. I also note that you provide no legal basis whatsoever for your request that we dismiss the state law claims.

After reviewing the multiple layers of specious threats in your letter, it is difficult to see what could possibly be gained by an in person meeting. We don't feel it necessary to meet with you so you can repeat the threats contained in this letter. I will, however, confirm that we will hold the Rule 26 initial conference tomorrow at 2 pm. We will call you then, and we look forward to completing the conference. If for some reason you feel it necessary to threaten us again as you have in this letter, I suppose you can go ahead and do that during the conference.

Having clerked for Judge Zilly here in Seattle, and having worked at Preston Gates & Ellis for many years, Rule 11 allegations are something I take seriously. In this town, I tend to think that my fellow practitioners are pretty careful about throwing around Rule 11 threats. It's unfortunate that rather that addressing the merits of this case, you have chosen to start out by directly threatening your opposing counsel with sanctions. While I understand that your client is upset about the lawsuit, I personally think this tactic, right out of the starting gate, is overly aggressive and unprofessional. And I just don't see any legitimate basis for a request for Rule 11 sanctions.

Best.
Jay Carlson

On Thu, Feb 17, 2011 at 2:00 PM, Keehnel, Stellman <Stellman.Keehnel@dlapiper.com> wrote:
Please see the attached letter.

Stellman Keehnel
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--
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F: (206) 260-2486

EXHIBIT E

Eagan, Patrick

From: Keehnel, Stellman
Sent: Friday, February 18, 2011 2:29 PM
To: Howson, Patsy
Cc: Eagan, Patrick
Subject: FW: Coach matter - Rule 26(f) conference

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Friday, February 18, 2011 2:24 PM
To: Keehnel, Stellman; Christopher Carney; Jason Moore; Margarita Vanegas
Subject: Coach matter - Rule 26(f) conference

Stellman:

I was disappointed that you are unwilling to speak with me today to complete our initial discovery conference in this case. As you know, we confirmed the time for the conference during a time slot when you had indicated in writing that you were available to confer. Moreover, since you have repeatedly said that it is imperative that we speak to you, your unavailability to do so is confounding.

One substantive issue I wanted to address with you: From your February 17, 2011 letter, I understand you to be representing that Coach's notifications to E-Bay, such as the one resulting in the takedown of our client's ad, are not DMCA notifications, but are some other form or type of notice. I ask you to produce to us a copy of all of the notifications sent to E-Bay, by Coach (or its counsel), for the "fewer than 20" Washington residents who you admit have received cease and desist letters from Coach. Presumably, this will include the notice regarding our client's ad. If we confirm from our review that these notices are not DMCA notices, we will consider dismissal of the 512(f) portion of our Complaint. We do need to see those notices, as I am sure you can understand, to verify that they don't implicate the DMCA.

As I told you in my phone message, I am travelling out of the country on a long planned trip for the entirety of next week. I return to the office on the 28th. Mr Carney is out of the office the majority of next week as well. Please accept this as my notice of unavailability for next week, and please do not file or note any motions during that time. It appears that since you were unavailable to confer today, our initial conference will need to wait until the week of the 28th. Thank you.

--
Jay Carlson
Carlson Legal
100 West Harrison Street
Suite N440
Seattle, WA 98119
P: (206) 445-0214
F: (206) 260-2486

EXHIBIT F

Eagan, Patrick

From: Keehnel, Stellman
Sent: Friday, February 18, 2011 4:51 PM
To: Howson, Patsy
Subject: FW: Coach, Inc. adv. Kim

From: Keehnel, Stellman
Sent: Friday, February 18, 2011 4:51 PM
To: 'Jay Carlson'
Subject: Coach, Inc. adv. Kim

Mr. Carlson:

Allow me to correct several errors or misimpressions in your below email.

First, "we" did not "confirm[] the time for [a Rule 26] conference...," as you state below. In your February 17 email, you unilaterally (and erroneously) purported to "confirm that we will hold the initial Rule 26 conference tomorrow at 2pm." I have never proposed a Rule 26 conference, let alone confirmed, such a conference with you, and I believe that it is premature to discuss scheduling of a Rule 26 conference. We likely will have a Rule 26 conference after Judge Martinez issues his scheduling order, but I will alert you if the Coach companies determine that it makes sense to schedule a Rule 26 conference prior to that time, including during the week of February 28.

Second, the Coach companies remain open to my meeting with you, and/or the other two law firms representing plaintiff, regarding the subjects of my February 17 letter. Please let me know if you now have Ms. Kim's permission to meet with me.

Third, please explain why you "need to see those notices [,if any, with respect to persons other than Ms. Kim]...to verify that they don't implicate the DMCA." Your request seems contrary to the fact that your only client in this matter is Ms. Kim. I read your below email to mean that Ms. Kim will not dismiss her federal claim unless the Coach companies first produce notices regarding people other than Ms. Kim. Please correct me if I am wrong.

Fourth, I do not at this moment contemplate filing a motion next week. However, with three law firms at the wheel, your absence next week would not be a legitimate reason to refrain from filing a motion.

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email: stellman.keehnel@dlapiper.com
www.dlapiper.com

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Friday, February 18, 2011 2:24 PM
To: Keehnel, Stellman; Christopher Carney; Jason Moore; Margarita Vanegas
Subject: Coach matter - Rule 26(f) conference

Stellman:

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One substantive issue I wanted to address with you: From your February 17, 2011 letter, I understand you to be representing that Coach's notifications to E-Bay, such as the one resulting in the takedown of our client's ad, are not DMCA notifications, but are some other form or type of notice. I ask you to produce to us a copy of all of the notifications sent to E-Bay, by Coach (or its counsel), for the "fewer than 20" Washington residents who you admit have received cease and desist letters from Coach. Presumably, this will include the notice regarding our client's ad. If we confirm from our review that these notices are not DMCA notices, we will consider dismissal of the 512(f) portion of our Complaint. We do need to see those notices, as I am sure you can understand, to verify that they don't implicate the DMCA.

As I told you in my phone message, I am travelling out of the country on a long planned trip for the entirety of next week. I return to the office on the 28th. Mr Carney is out of the office the majority of next week as well. Please accept this as my notice of unavailability for next week, and please do not file or note any motions during that time. It appears that since you were unavailable to confer today, our initial conference will need to wait until the week of the 28th. Thank you.

--
Jay Carlson
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F: (206) 260-2486

EXHIBIT G

Eagan, Patrick

From: Keehnel, Stellman
Sent: Saturday, February 19, 2011 11:16 AM
To: Howson, Patsy
Subject: FW: Kim v. Coach, Class Action lawsuit, illegal action by Coach

---

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Saturday, February 19, 2011 10:58 AM
To: Keehnel, Stellman; Christopher Carney; Jason Moore
Subject: Kim v. Coach, Class Action lawsuit, illegal action by Coach

Stellman:

Do you actually write this stuff yourself? It is so over the top, I wonder if you are being tongue in cheek. Either way, it is amusing, I must say.

First, please be sure to include Mr. Carney and Mr. Moore on all correspondence. Thank you for your compliance with that.

You have our notice of unavailability. Both myself and Mr. Carney are out next week. Please do not file or note anything. That is a matter of professional courtesy. You will indicate your compliance by not filing or noting anything next week. We appreciate your compliance.

This will confirm that you are refusing to hold a Rule 26(f) conference. You have an affirmative obligation to meet and confer under the civil rules, as you well know. Also, in a new twist, you are flatly refusing to even appear in the case. Why? Please file a formal appearance while I am out of town. Thank you in advance for your compliance with that.

I am most surprised that you will not provide us with the notices sent by your client to EBay (or other ISPs) relating to potential Washington class members. You have asked us to dismiss our class claims under 512(f), asserting that the subject notices from Coach do not implicate the DMCA. You have represented that there are "less than 20" such potential class members in Washington. I asked to see that small number of notices, and I told you that if they don't implicate the DMCA, we would consider dismissing. You now refuse to produce them. Your refusal suggests the notices ***do*** implicate the DMCA. I thought we might avoid the burden and expense of a motion on that issue, and our request was a good faith offer to potentially do so. How much will such a motion cost your client, $50,000? You are refusing to produce the documents for our review, and are also refusing to hold a 26(f) conference to allow us to propound discovery for those documents (or any other discovery). Under these circumstances, you can't possibly bring a Rule 12 motion on this issue in good faith.

Lastly, as we have said before, and will not feel obligated to repeat again, we do not see what could possibly be accomplished by meeting with you in person to allow you to repeat the unprofessional, repetitive, and ham-fisted threats contained in your earlier letter. We don't meet with people for the express purpose of allowing them to threaten us. We do, however, intend to put your letter before the Court at the earliest possible time. I can't see how it could possibly reflect well on you or your client. If there are any other issues, not addressed in your threat

letter, that you want to address, a good time to do that would be during the Rule 26(f) conference that we have repeatedly proposed, which we had previously confirmed, and which you are now refusing to participate in, in clear violation of the civil rules.

I will not be available to respond to any more of your entertaining communications until I return on February 28. Please do your level best to restrain yourself until that time, and thank you again for your ongoing compliance. This will confirm that we will call you to hold the CR 26(f) conference on Monday, February 28 at 2 pm. We look forward to the conference.

Best.

Jay Carlson

On Fri, Feb 18, 2011 at 4:51 PM, Keehnel, Stellman <Stellman.Keehnel@dlapiper.com> wrote:

Mr. Carlson:

Allow me to correct several errors or misimpressions in your below email.

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email: stellman.keehnel@dlapiper.com
www.dlapiper.com

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Friday, February 18, 2011 2:24 PM

To: Keehnel, Stellman; Christopher Carney; Jason Moore; Margarita Vanegas
Subject: Coach matter - Rule 26(f) conference

Stellman:

I was disappointed that you are unwilling to speak with me today to complete our initial discovery conference in this case. As you know, we confirmed the time for the conference during a time slot when you had indicated in writing that you were available to confer. Moreover, since you have repeatedly said that it is imperative that we speak to you, your unavailability to do so is confounding.

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As I told you in my phone message, I am travelling out of the country on a long planned trip for the entirety of next week. I return to the office on the 28th. Mr Carney is out of the office the majority of next week as well. Please accept this as my notice of unavailability for next week, and please do not file or note any motions during that time. It appears that since you were unavailable to confer today, our initial conference will need to wait until the week of the 28th. Thank you.

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--
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EXHIBIT H

Eagan, Patrick

From: Keehnel, Stellman
Sent: Monday, February 21, 2011 6:08 PM
To: Howson, Patsy
Subject: FW: Kim v. Coach, Class Action lawsuit, illegal action by Coach

---

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Sent: Monday, February 21, 2011 6:08 PM
To: 'Jay Carlson'
Subject: RE: Kim v. Coach, Class Action lawsuit, illegal action by Coach

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Given that you are claiming unavailability for the next seven days, I will briefly here correct a few of your erroneous statements, rather than waiting for your return in a week.

1. The Coach companies are not refusing to participate in the mandatory Rule 26 conference. Your saying that the Coach companies are refusing to participate in the mandatory Rule 26 conference does not make it so. In order to participate in an effective Rule 26 conference, a lawyer must first cover a lot of territory with his clients. We are in the process of doing that necessary pre-Rule 26 conference work. Your unilateral imposition of premature dates and times does not advance the process. Just because *I* am not tied up in another client matter at a particular moment does not signify that the requisite pre-Rule 26 work has been completed for the Coach companies. I would think that fact is obvious, but I am apparently mistaken. Following your return to Seattle, I will alert you when the Coach companies' counsel has completed the necessary preparation work, so that a Rule 26 conference may be scheduled. If that work is completed prior to February 28, 2011 at 2:00 p.m., then that slot may be a good time to meet. We want the Rule 26 conference to be face-to-face, and we will be happy to host.

2. Regarding your too-early request for communications not relating to Ms. Kim, please understand the Coach companies' perspective. To our knowledge, you have not been engaged by anyone in regards to the lawsuit other than Ms. Kim. (Please correct me if I am wrong on this point.) If Ms. Kim has no DMCA claim, you cannot proceed with the lawsuit. Let's focus on what matters here -- whether Ms. Kim has a DMCA claim; she doesn't. Notices to eBay regarding persons other than Ms. Kim do not answer the question of whether Ms. Kim has a DMCA claim. You illogically conclude that the Coach companies' declining to give you documents that do not bear on the question of whether Ms. Kim has DMCA claim, means that notices to eBay regarding people other than Ms. Kim do implicate the DMCA. Your conclusion is wrong. The notices I reference do not implicate the DMCA.

Enjoy your time away from Seattle.

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Sent: Saturday, February 19, 2011 10:58 AM
To: Keehnel, Stellman; Christopher Carney; Jason Moore
Subject: Kim v. Coach, Class Action lawsuit, illegal action by Coach

Stellman:

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First, please be sure to include Mr. Carney and Mr. Moore on all correspondence. Thank you for your compliance with that.

You have our notice of unavailability. Both myself and Mr. Carney are out next week. Please do not file or note anything. That is a matter of professional courtesy. You will indicate your compliance by not filing or noting anything next week. We appreciate your compliance.

This will confirm that you are refusing to hold a Rule 26(f) conference. You have an affirmative obligation to meet and confer under the civil rules, as you well know. Also, in a new twist, you are flatly refusing to even appear in the case. Why? Please file a formal appearance while I am out of town. Thank you in advance for your compliance with that.

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Lastly, as we have said before, and will not feel obligated to repeat again, we do not see what could possibly be accomplished by meeting with you in person to allow you to repeat the unprofessional, repetitive, and ham-fisted threats contained in your earlier letter. We don't meet with people for the express purpose of allowing them to threaten us. We do, however, intend to put your letter before the Court at the earliest possible time. I can't see how it could possibly reflect well on you or your client. If there are any other issues, not addressed in your threat letter, that you want to address, a good time to do that would be during the Rule 26(f) conference that we have repeatedly proposed, which we had previously confirmed, and which you are now refusing to

participate in, in clear violation of the civil rules.

I will not be available to respond to any more of your entertaining communications until I return on February 28. Please do your level best to restrain yourself until that time, and thank you again for your ongoing compliance. This will confirm that we will call you to hold the CR 26(f) conference on Monday, February 28 at 2 pm. We look forward to the conference.

Best.

Jay Carlson

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EXHIBIT I

Eagan, Patrick

From: Keehnel, Stellman
Sent: Monday, February 28, 2011 10:50 AM
To: 'Jay Carlson'; 'Christopher Carney'; 'Jason Moore'
Subject: Coach adv. Kim -- Confidentiality Agreement

Messrs. Carlson, Carney, and Moore:

In order to be able to provide a complete answer to the complaint you filed, the Coach companies need to provide details about their counterfeits detection program. Public disclosure of the program would enable potential counterfeiters to escape detection. Therefore, we need to get a confidentiality agreement in place. Attached is a proposed Confidentiality Agreement. Please let me know ASAP today whether it is in a form acceptable to you. If there are details you want to discuss, please call me ASAP. Let's use the time you set aside today at 2pm to meet-and-confer on the proposed Confidentiality Agreement, if you are unable to reach me prior to that time.

The Coach companies are not prepared today to have the full Rule 26(f)(2) conference you proposed, for three reasons. First, the complaint was served on Coach, Inc. on February 9, only 19 days ago. I have not yet been able to ascertain whether Coach Services, Inc. has been served, and the mandatory proof of service is not on file. Has Coach Services, Inc. been served? If so, when? Second, while the Rule 26(f)(2) conference is to be conducted as soon as practicable, the list of matters to be covered in such a conference is extensive and requires corporate defendants, such as the Coach companies, to do a great deal of factual investigation and legal analysis to be prepared to address each of the many topics. That work is continuing. Third, Rule 26(a)(1)(C) initial disclosures are due within 14 days of a full Rule 26(f)(2) conference, and Rule 26(g)(1)(A) mandates that initial disclosures be complete and correct. It would be reckless for the Coach companies, at this very early point, to represent that their initial disclosures will be ready by March 14; too much work remains to be done.

I look forward to hearing from you right away on the proposed Confidentiality Agreement.

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EXHIBIT J

Eagan, Patrick

From: Keehnel, Stellman
Sent: Monday, February 28, 2011 12:01 PM
To: Howson, Patsy
Cc: Eagan, Patrick
Subject: FW: Coach adv. Kim -- Confidentiality Agreement

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Monday, February 28, 2011 11:11 AM
To: Keehnel, Stellman
Cc: Christopher Carney; Jason Moore
Subject: Re: Coach adv. Kim -- Confidentiality Agreement

Why does Coach Services, Inc. need to be served? Do you represent them? Will you accept service of process on their behalf?

As for your proposal regarding discovery documents, we would be happy to discuss the possibility of a confidentiality agreement during the Rule 26 initial conference that we have repeatedly proposed and which you are refusing to participate in. You claim your client isn't ready to have that conference, yet with the same e-mail you forward a fully drafted proposed confidentiality agreement covering discovery. Obviously, a possible confidently agreement is an appropriate topic for the Rule 26 conference, and we would be happy to have that Rule 26 discussion at your earliest convenience. How about 2 pm today, or anytime tomorrow?

As for your other justifications for refusing to confer, obviously we can discuss issues such as the deadline for initial disclosures at the Rule 26 conference. If there are issues regarding the discovery plan that you want to discuss, the time to do so is the Rule 26 initial conference. So let's have that conference, and get it over with.

Take care.

Jay

On Mon, Feb 28, 2011 at 10:50 AM, Keehnel, Stellman <Stellman.Keehnel@dlapiper.com> wrote:

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>
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EXHIBIT K

Eagan, Patrick

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Monday, February 28, 2011 10:54 AM
To: Keehnel, Stellman
Cc: Christopher Carney; Jason Moore
Subject: Re: Kim v. Coach, Class Action lawsuit, illegal action by Coach

Stellman:

Please copy all co-counsel on all correspondence, as I have asked before. Thanks.

You haven't appeared in this case. Until you do, it is not entirely clear to us that you do represent Coach, or in what capacity. Please appear. Your refusal to do so at this point looks like nothing except a bad faith attempt to preserve any, whatever miniscule, form of advantage you think you can glean from procedural posturing.

As we have suggested multiple times, if you have anything to add to your original threat letter, the CR 26 conference would be a good time to do that. You are refusing to have that conference, so are depriving yourself and your client of the opportunity for further communication. You have an obligation to confer under the civil rules, and your refusal to do so is another attempt to preserve advantage through procedural posturing. In short, if you want to talk to us, let's have a Rule 26 conference. We aren't going to meet with you in person just to allow you to repeat the unprofessional threats contained in your first letter.

You say that if we understood how the Coach program works, we would drop the case. In the same e-mail, you refuse to show us the documents we requested to better understand how the Coach program works. And, you refuse to hold a discovery conference to allow us to request that material through formal discovery. You can't have it both ways. This is a class complaint. You have said there are fewer than 20 class members, and have made certain representations about those class members. We have asked you to prove it, which should be a simple matter if your representations are correct. You refuse to do so. You cannot possibly bring a Rule 12 motion under those circumstances, and we are sure you wouldn't waste your client's money so wantonly.

The back and forth posturing is tiresome, don't you think? Why don't you appear in this case, and stop refusing to hold a Rule 26 conference, and we can go from there. Until you do those two things, you aren't in a position to demand anything.

Take care.

Jay

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Mr. Carlson:

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Stellman:

I was disappointed that you are unwilling to speak with me today to complete our initial discovery conference in this case. As you know, we confirmed the time for the conference during a time slot when you had indicated in writing that you were available to confer. Moreover, since you have repeatedly said that it is imperative that we speak to you, your unavailability to do so is confounding.

One substantive issue I wanted to address with you: From your February 17, 2011 letter, I understand you to be representing that Coach's notifications to E-Bay, such as the one resulting in the takedown of our client's ad, are not DMCA notifications, but are some other form or type of notice. I ask you to produce to us a copy of all of the notifications sent to E-Bay, by Coach (or its counsel), for the "fewer than 20" Washington residents who you admit have received cease and desist letters from

Coach. Presumably, this will include the notice regarding our client's ad. If we confirm from our review that these notices are not DMCA notices, we will consider dismissal of the 512(f) portion of our Complaint. We do need to see those notices, as I am sure you can understand, to verify that they don't implicate the DMCA.

As I told you in my phone message, I am travelling out of the country on a long planned trip for the entirety of next week. I return to the office on the 28th. Mr Carney is out of the office the majority of next week as well. Please accept this as my notice of unavailability for next week, and please do not file or note any motions during that time. It appears that since you were unavailable to confer today, our initial conference will need to wait until the week of the 28th. Thank you.

--
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P: (206) 445-0214
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EXHIBIT L

Eagan, Patrick

From: Keehnel, Stellman
Sent: Wednesday, March 02, 2011 2:36 PM
To: Howson, Patsy
Cc: Eagan, Patrick
Subject: FW: Coach Services

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Wednesday, March 02, 2011 2:05 PM
To: Keehnel, Stellman; Christopher Carney; Jason Moore
Subject: Coach Services

Stellman:

During our conference on Monday, you suggested that we needed to serve Coach Services, Inc. When I asked you to describe the corporate relationship between Coach Services and Coach Inc., you were unable to do so.

If you believe we need to separately serve Coach Services, please provide us the justification for that in writing. That will help us determine whether that service is really necessary. Thank you.

--
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Seattle, WA 98119
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F: (206) 260-2486

EXHIBIT M

Eagan, Patrick

From: Eagan, Patrick
Sent: Friday, March 18, 2011 4:29 PM
To: Jay Carlson; Christopher Carney; Jason Moore
Cc: Keehnel, Stellman; Riojas, Omar
Subject: Kim v. Coach, Inc. et al.

Gentlemen,

Thanks again for your assistance this morning with the confidentiality agreement.

We have one more huge threshold issue to address. Your class definition (Amended Complaint, para. V.1.(a)(ii)) specifically excludes former employees of Coach. As you allege (Amended Complaint, Summary & para. IV.5.7), Ms. Kim, your lead (and sole) plaintiff, is a former employee of Coach. She is, therefore, not a member of the putative class, and she plainly lacks standing to bring claims on behalf of the putative class.

We are prepared to schedule a Rule 26(f) conference with respect to Ms. Kim's individual (and not as a proposed class representative) claims.

If you would like to discuss this issue and the timing of our Rule 26(f) conference, please do not hesitate to be in touch.

Thanks,

Patrick

DLA PIPER

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Patrick.Eagan@dlapiper.com
www.dlapiper.com

Admitted to practice in Washington, Virginia, and the District of Columbia.

EXHIBIT N

Eagan, Patrick

From: Jay Carlson [jaycarlson.legal@gmail.com]
Sent: Friday, March 18, 2011 11:43 PM
To: Eagan, Patrick
Cc: Christopher Carney; Jason Moore; Keehnel, Stellman; Riojas, Omar
Subject: Re: Kim v. Coach, Inc. et al.

No class has been certified, and there is plenty of time to amend the class definition. What you are pointing to was a simple oversight, not anything substantive. Easily fixable, thanks for bringing it to our attention.

Why don't you go ahead and forward us the names and contact information for the other "less than 20" people in Washington who have ever received cease and desist letter from Coach or an agent of Coach. That's probably a good place for the parties to start in evaluating class issues. As we've said before, if Coach's notices to web vendors relating to those "less than 20" class members are not in the form of DMCA notices, we will consider withdrawing the '512 allegation.

On a related note, we aren't agreeing to some sort of limited Rule 26(f) conference, as you propose. Let us know when you are ready to have a Rule 26(f) conference about this case, and we will get it scheduled.

Jay

On Fri, Mar 18, 2011 at 4:29 PM, Eagan, Patrick <Patrick.Eagan@dlapiper.com> wrote:

> Gentlemen,
>
> Thanks again for your assistance this morning with the confidentiality agreement.
>
> We have one more huge threshold issue to address. Your class definition (Amended Complaint, para. V.1.(a)(ii)) specifically excludes former employees of Coach. As you allege (Amended Complaint, Summary & para. IV.5.7), Ms. Kim, your lead (and sole) plaintiff, is a former employee of Coach. She is, therefore, not a member of the putative class, and she plainly lacks standing to bring claims on behalf of the putative class.
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>
> If you would like to discuss this issue and the timing of our Rule 26(f) conference, please do not hesitate to be in touch.
>
> Thanks,
>
> Patrick

Patrick Eagan

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Please consider the environment before printing this email.

--

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EXHIBIT O

Eagan, Patrick

From: Eagan, Patrick
Sent: Tuesday, March 22, 2011 9:46 AM
To: Jay Carlson
Cc: Christopher Carney; Jason Moore; Keehnel, Stellman; Riojas, Omar
Subject: RE: Kim v. Coach, Inc. et al.

Jay,

We are willing to consent to the filing of the amended complaint you filed with your praecipe. If you just want to send over a stipulation, we'll review it and sign it.

Thanks,
Patrick

From: Jay Carlson [mailto:jaycarlson.legal@gmail.com]
Sent: Friday, March 18, 2011 11:43 PM
To: Eagan, Patrick
Cc: Christopher Carney; Jason Moore; Keehnel, Stellman; Riojas, Omar
Subject: Re: Kim v. Coach, Inc. et al.

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Thanks,

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