IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

COACH, INC. and COACH SERVICES, INC., Plaintiffs, v. ZIP THRU MART AND CHARLES ESTOK, SR., AN INDIVIDUAL, AND JANICE ESTOK, AN INDIVIDUAL. Defendants.	§	Case No. _____

COMPLAINT

Plaintiffs Coach, Inc. and Coach Services, Inc. (hereinafter collectively referred to as "Coach" or "Plaintiffs"), through their undersigned counsel, file this Complaint against Defendants Zip Thru Mart, Charles Estok Sr., an individual, and Janice Estok, an individual (hereinafter referred to as "Defendants"), allege as follows:

Nature of the Action

1. This is an action for trademark infringement, trade dress infringement, trademark dilution and counterfeiting under the Lanham Act (15 U.S.C. §§ 1114, 1116, 1117, and 1125(a) and (c)); copyright infringement under the United States Copyright Act (17 U.S.C. § 501 et seq.); trademark infringement, unfair competition and unjust enrichment under Indiana common law.

Jurisdiction and Venue

2. Jurisdiction over the parties and subject matter of this action is proper in this Court pursuant to 15 U.S.C. § 1121 (actions arising under the Lanham Act), 28 U.S.C. § 1331

(actions arising under the laws of the United States), 28 U.S.C. § 1332(a) (diversity of citizenship between the parties), and § 1338(a) (actions arising under an Act of Congress relating to trademarks). This Court has supplemental jurisdiction over the claims in this Complaint that arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a).

3. This Court has personal jurisdiction over the Defendants because they do business and/or reside in the State of Indiana.

4. Venue is properly founded in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), and 1400(a) because Defendants reside in this District, may be found in this District, and/or a substantial part of the events giving rise to the claims in this action occurred within this District.

Parties

5. Plaintiff Coach, Inc. is a corporation duly organized and existing under the laws of the State of Maryland, with its principal place of business in New York, New York.

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

7. Upon information and belief, Defendant Zip Thru Mart ("Zip Thru") is a domestic entity operating a business at 1107 S. Heaton Street, Knox, Indiana 46534. It may be served with process by serving Charles Estok Sr. (or such other authorized person) at that address or wherever else he may be found.

8. Upon information and belief, Defendant Charles ("Chuck") Estok Sr. ("Chuck Estok") is or purports to be the owner/member and operator of and conducts business through Zip Thru located at 1107 S. Heaton Street, Knox, Indiana 46534. Defendant Chuck Estok may be served with process at the business address(es), or wherever he may be found.

9. Upon information and belief, Defendant Janice Estok ("Janice Estok") is or purports to be the owner/member and operator of and conducts business through Zip Thru located at 1107 S. Heaton Street, Knox, Indiana 46534. Defendant Janice Estok may be served with process at the business address(es), or wherever she may be found.

10. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times herein, Defendants knew or reasonably should have known of the acts and behavior alleged herein and the damages caused thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiffs further allege that Defendants have a non-delegable duty to prevent or cause such acts and the behavior described herein, which duty Defendants failed and/or refused to perform.

The World Famous Coach Brand and Products

11. Coach was founded seventy-five (75) years ago as a family-run workshop in Manhattan. Since then Coach has been engaged in the manufacture, marketing and sale of fine leather and mixed material products, including, but not limited to, handbags, wallets, accessories, eyewear, footwear, clothing, outerwear, jewelry and watches (collectively, the "Coach Products"). Coach sells its goods throughout the United States, including in Indiana, through its own specialty retail stores and outlet stores, through various department stores, and via the Internet websites located at www.coach.com and www.coachoutlet.com.

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

13. Both in the United States and internationally, the Coach brand has come to symbolize high quality, and Coach Products are among the most recognizable handbags and accessories in the world. Whether made entirely of leather or in combination with printed or

other components, genuine Coach Products are greatly coveted as premier fashion accessories of the highest quality.

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

The Coach Trademarks

15. Coach has sold leather goods under the COACH mark since 1941. The types of goods sold under the COACH mark have expanded extensively since then to include all of the Coach Products, and the Coach Products have long been among the most popular luxury lifestyle items. The COACH mark itself is iconic, symbolizing a unique blend of fashion, craftsmanship, style, and function, whether associated with handbags or other Coach Products.

16. Coach owns the trademark and trade name "COACH" for the Coach Products, as well as numerous other highly distinctive marks, including those pictured here:

the "Signature C Mark"

the "COACH Lozenge"

the "Op Art C Mark"

the "Horse and Carriage Logo"

collectively, the "StoryPatch"

17. Coach incorporates a variety of distinctive marks in the design of its various handbags, purses and other Coach Products. Coach Products typically include at least one of Coach's federally registered trademarks. Often several of Coach's trademarks appear on a single Coach Product. Coach also uses these trademarks in connection with the marketing of its Coach Products. Coach and its predecessors have achieved annual sales volume of more than four billion dollars ($4,000,000,000) on products bearing Coach's trademarks. As such, Coach's trademarks, and the goodwill associated therewith, are among Coach's most valuable assets.

18. Coach has registered many of its trademarks with the United States Patent and Trademark Office, including, *inter alia*, the following marks, which are collectively referred to as the "Coach Trademarks:

Registration No.	**Mark**	**Classes, Goods and Services**	**Date of Registration**	**Image**
2,088,706	COACH	6, 9, 16, 18, 20 and 25 for *inter alia* key fobs, eyeglass cases, cellular phone cases satchels, tags for luggage, luggage, backpacks, picture frames, hats, gloves and caps.	August 19, 1997	COACH
3,157,972	COACH	35 for retail store services.	October 17, 2006	COACH
751,493	COACH	14 for Leather Goods, namely, Utility Kits, Portfolios, Key Cases, Pass Cases, Billfolds, Wallets, Pocket Secretaries.	June 23, 1963	COACH
2,451,168	COACH	9 for eyeglasses.	May 15, 2001	COACH
4,105,689	COACH	9 for sunglasses.	February 25, 2012	COACH

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
2,537,004	COACH	24 for *inter alia* home furnishings.	February 5, 2002	COACH
1,846,801	COACH	25 for men's and women's coats and jackets.	July 26, 1994	COACH
3,439,871	COACH	18 for umbrellas.	June 3, 2008	COACH
2,231,001	COACH	25 for clothing for men, women, namely, coats, jackets, overcoats, raincoats, shirts, vests, scarves, shoes and belts.	March 9, 1999	COACH
3,354,448	COACH	14 for *inter alia* jewelry.	December 11, 2007	COACH
2,446,607	COACH	16 for *inter alia* writing instruments.	April 24, 2001	COACH
2,291,341	COACH	14 for watches.	November 9, 1999	COACH
1,071,000	COACH	18, 25 for *inter alia* women's handbags and men's and women's belts.	August 9, 1977	COACH
3,633,302	COACH	3 for *inter alia* perfumes, lotions and body sprays.	June 2, 2009	COACH
4,168,626	COACH NEW YORK	18, 25 for *inter alia* briefcases, satchels, tote bags, duffle bags, key cases, coin cases, wallets, hats, caps, gloves, coats, jackets, overcoats, raincoats, scarves, shoes and belts.	July 3, 2012	COACH NEW YORK
4,296,584	COACH NEW YORK	9, 16 for cases for eyeglasses and sunglasses, sunglasses and spectacles,	February 26, 2013	COACH NEW YORK

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
		calendars and diaries.		
3,413,536	COACH EST. 1941 Stylized	14 for *inter alia* jewelry	April 15, 2008	
2,534,429	COACH & Lozenge Design	9 for eyeglasses, eyeglass frames, and sunglasses.	January 29, 2002	
3,363,873	COACH & Lozenge Design	3 for *inter alia* fragrances.	January 1, 2008	
2,252,847	COACH & Lozenge Design	35 for retail services.	June 15, 1999	
2,291,368	COACH & Lozenge Design	14 for *inter alia* watches.	November 9, 1999	
2,534,429	COACH & Lozenge Design	9 for eyeglasses, eyeglass frames and sunglasses.	January 29, 2002	
2,169,808	COACH & Lozenge Design	25 for *inter alia* clothing for men and women, namely, coats, jackets, scarves, shoes, and belts.	June 30, 1998	
2,045,676	COACH & Lozenge Design	6, 9, 16, 18, 20, 25 for *inter alia* key fobs, money clips, phone cases, computer cases, briefcases, satchels, duffel bags, hats, caps and gloves.	March 18, 1997	
1,070,999	COACH & Lozenge Design	18, 25 for *inter alia* women's handbags and men's and women's belts.	August 9, 1977	
1,309,779	COACH & Lozenge Design	9, 16, 18 for *inter alia* eyeglass cases and leather goods, namely, wallets, purses and shoulder bags.	December 19, 1984	

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
2,035,056	COACH & Lozenge Design	3, 21 for *inter alia* leather cleaning products and shoe brushes.	February 4, 1997	
2,626,565	CC & Design (Signature C)	18 for *inter alia* handbags, purses, clutches, shoulder bags, tote bags, and wallets.	September 24, 2002	
2,822,318	CC & Design (Signature C)	24 for fabric for use in the manufacture of clothing, shoes, handbags, and luggage.	March 16, 2004	
2,832,589	CC & Design (Signature C)	6, 9, 14, 18, for *inter alia* sunglasses and eyeglass cases, metal key fobs, leather key fobs, jewelry, watches, umbrellas.	April 13, 2004	
2,592,963	CC & Design (Signature C)	25 for *inter alia* clothing namely, scarves, belts, gloves, hats, shoes, coats, jackets.	July 9, 2002	
2,822,629	CC & Design (Signature C)	35 for retail services.	March 16, 2004	
4,365,898	COACH Signature C & Design	9 for protective covers and cases for cell phones, laptops and portable media players.	July 9, 2013	
3,396,554	AMENDED CC & Design (Signature C)	3 for fragrances.	March 11, 2008	

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
3,784,814	COACH OP ART & Design	9 for *inter alia* eyeglasses and sunglasses.	May 4, 2010	
4,365,899	COACH OP ART & Design	9 for protective covers and cases for cell phones, laptops and portable media players.	July 9, 2013	
4,105,636	COACH OP ART & Design	14, 18, 25 for jewelry, watches, wallets, handbags, belts, hats, scarves, shoes, coats, gloves and t-shirts.	February 28, 2012	
3,696,470	COACH OP ART & Design	18, 24 and 25 for *inter alia* handbags, wallets, umbrellas, hats, scarves, belts, coats, shoes and fabrics for the manufacturing of clothing, shoes and handbags.	October 13, 2009	
4,391,741	COACH LEATHERWARE EST. 1941 & Design	3 for after-shave, body lotions, fragrances, make-up, perfumes, soaps for personal use.	August 27, 2013	
4,296,582	COACH EST. 1941 NEW YORK & Design	14,16,18 and 25 for *inter alia* jewelry and watches, handbags, leather credit card cases, purses, shoulder bags, wallets, belts, coats, t-shirts, hats, gloves, shoes, day planners.	February 26, 2013	
4,359,191	COACH EST. 1941 NEW YORK & Design	9 for protective covers and cases for cell phones, laptops and portable media	June 25, 2013	

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
		players.		
3,251,315	COACH EST. 1941 & Design	18, 25 for *inter alia* handbags, small leather goods, jackets, coats and shoes.	June 12, 2007	
3,338,048	COACH & Design	18 for *inter alia* luggage, backpacks, purses, wallets, and shoulder bags.	November 11, 2007	
3,149,330	C & Lozenge Logo	14 for watches.	September 26, 2006	
2,162,303	COACH & Tag Design	25 for belts.	June 2, 1998	
4,334,351	COACH & Tag Design	9 for protective covers and cases for cell phones, laptops and portable media players.	May 14, 2013	
3,685,590	COACH & Tag Design	14 for bracelets, earrings, jewelry, necklaces, rings being jewelry, watches.	September 22, 2009	
2,088,707	COACH & Tag Design	18 for *inter alia* briefcases, handbags, satchels, tote bags, duffle bags, cosmetic bags, luggage.	August 19, 1997	
3,908,558	POPPY	9 for eyeglasses and sunglasses.	January 18, 2011	POPPY
3,812,170	POPPY	18 for *inter alia* backpacks, briefcases, leather key chains, handbags, wallets and billfolds.	June 29, 2010	POPPY

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
4,744,715	COACH NEW YORK & Design	18 for handbags; purses; tote bags; clutch purses; wristlet bags; shoulder bags; messenger bags; duffle bags; backpacks; briefcases; travel bags; luggage; garment bags for travel; bags for carrying babies' accessories; wallets; billfolds; luggage tags; cosmetic cases sold empty; toiletry cases sold empty; key cases and wallets; business card cases; credit card cases; coin purses; umbrellas; pet collars and leashes; and leather boxes.	May 26, 2015	
4,744,716	COACH NEW YORK & Design	16 for notebooks; address books; daily planners; diaries; paper refills for notebooks, address books, daily planners, diaries, and calendars; paper weights; desk file trays; bookmarks; pencil cases; checkbook covers; money clips; paper shopping bags; boxes of paper or cardboard; paper holders for receipts; and tissue paper.	May 26, 2015	
4,744,718	COACH NEW YORK & Design	25 for clothing, namely, coats, jackets, overcoats, raincoats, vests, parkas, capes, blouses, shirts, t-shirts,	May 26, 2015	

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
		tank tops, tunics, sweaters, sweatshirts, skirts, pants, dresses, scarves, swimwear; belts; gloves; hats; and footwear.		
4,744,719	COACH NEW YORK & Design	3 for fragrances; aftershaves; colognes; leather cleaning and moisturizing preparations; and fabric cleaners.	May 26, 2015	
4,744,720	COACH NEW YORK & Design	9 for sunglasses; eyeglasses; optical frames; cases for eyeglasses and sunglasses; adapter plugs; cell phone cases; cell phone covers; carrying cases for cell phones; protective covers and cases for tablet computers; and mouse pads.	May 26, 2015	
4,744,721	COACH NEW YORK & Design	14 for watches; jewelry; and ornamental pins.	May 26, 2015	
4,814,094	COACH NEW YORK & Design	18 for handbags; purses; tote bags; clutch purses; wristlet bags; shoulder bags; messenger bags; duffle bags; backpacks; briefcases; travel bags; luggage; garment bags for travel; bags for carrying babies' accessories; cosmetic cases sold empty; and toiletry cases sold	September 15, 2015	

Registration No.	Mark	Classes, Goods and Services	Date of Registration	Image
		empty.		
4,754,870	COACH NEW YORK	3, 6 for fragrances; key fobs of common metal; and metal rings and chains for keys.	June 16, 2015	COACH NEW YORK

19. The registrations for these Coach Trademarks are valid, subsisting, in full force and effect and have become incontestable pursuant to 15 U.S.C. § 1065. All registrations originally held in the name of Coach's predecessors, Sara Lee Corporation and Saramar Corporation, were assigned in full to Coach on or about October 2, 2000.

20. The Coach Trademarks at issue in this case have been continuously used and have never been abandoned.

21. The registration of the Coach Trademarks constitutes *prima facie* evidence of their validity and conclusive evidence of Coach's exclusive right to use the Coach Trademarks in connection with the goods identified therein and on other commercial goods.

22. The registration of the Coach Trademarks also provides sufficient notice to Defendants of Coach's ownership of and exclusive rights in the Coach Trademarks.

23. Coach has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the Coach Trademarks. As a result, products bearing the Coach Trademarks are widely recognized as being high quality products and are exclusively associated by consumers, the public, and the trade with Coach. The Coach Trademarks have therefore acquired strong secondary meaning and signal to consumers that Coach is the exclusive source of Coach Products bearing the Coach Trademarks.

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

The Coach Trade Dress

25. Coach is the owner of a variety of unique and distinctive trade dresses consisting of a combination of one or more features, including sizes, shapes, colors, designs, fabrics, hardware, hangtags, stitching patterns and other non-functional elements comprising the overall look and feel incorporated into Coach Products (the "Coach Trade Dresses").

26. Consumers immediately identify Coach as the single source of high quality products bearing the Coach Trade Dresses.

27. The Coach Trade Dresses associated with Coach products are independent of the functional aspects of Coach Products.

28. Coach has employed the Coach Trade Dresses associated with its Coach Products exclusively and without interruption, and the Coach Trade Dresses have never been abandoned.

The Coach Copyrights

29. Many of the decorative and artistic combinations of the design elements present on Coach Products are independently protected works under the United States Copyright Laws. These design elements are wholly original works and are fixed in various tangible products and media, thereby qualifying as copyrightable subject matter under the United States Copyright Act, 17 U.S.C. Sections 101 et seq. (hereinafter referred to as the "Coach Design Elements").

30. In addition to others, Coach has a valid copyright registered with the Copyright Office for its "Legacy Stripe" design (registration number VA000704542), "Signature C" design (registration number VA0001228917), "Op Art" design (registration number VA0001694574) and "Horse & Carriage" design (registration number VA0001714051).

31. At all times relevant hereto, Coach has been the sole owner and proprietor of all rights, title, and interest in and to the copyrights in the Coach Design Elements used on Coach Products, and such copyrights are valid, subsisting and in full force and effect.

Defendants' Acts of Infringement and Unfair Competition

32. Upon information and belief, Defendants are engaged in designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale products bearing logos and source-identifying indicia and design elements that are studied imitations of the Coach Trademarks (hereinafter referred to as the "Infringing Products"). Defendants' specific conduct includes, among other things, the trafficking in counterfeit Coach merchandise, specifically purses, at Zip Thru as an enticement to attract potential customers to the business.

33. On or about February 3, 2016, an investigator from Coach entered Zip Thru's location at 1107 S. Heaton Street, Knox, Indiana 46534 to conduct an undercover purchase of items displayed for sale bearing Coach trademarks. The investigator observed approximately seven (7) purportedly Coach trademarked purses displayed for sale. He specifically purchased one (1) of the purportedly Coach trademarked purses. An additional nine (9) purportedly Coach trademarked purses were seized by a Homeland Security Investigations officer during a subsequent visit to the business. Based on training and experience, venue, price point, lack of legitimate hangtags as well as overall quality of the materials, the Investigator determined the items were counterfeit and infringed on Coach's intellectual property.

34. Defendants are well aware of the extraordinary fame and strength of the Coach Brand, the Coach Trademarks, the Coach Trade Dresses, Coach Copyrights, and the Coach Design Elements, and the incalculable goodwill associated therewith.

35. Defendants have no license, authority, or other permission from Coach to use any of the Coach Trademarks, the Coach Trade Dresses, Coach Copyrights or the Coach Design Elements in connection with the designing, manufacturing, advertising, promoting, distributing, selling, and/or offering for sale of the Infringing Products.

36. Defendants have been engaging in the above-described illegal counterfeiting and infringing activities negligently and/or knowingly and intentionally, with reckless disregard or willful blindness to Coach's rights, or with bad faith, for the purpose of trading on the goodwill and reputation of the Coach Trademarks and Coach Products.

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

38. Upon information and belief, Defendants intend to continue to design, manufacture, advertise, promote, import, distribute, sell, and/or offer for sale the Infringing Products.

39. Coach is suffering irreparable injury, has suffered substantial damages as a result of Defendants' activities, and has no adequate remedy at law.

COUNT I
(Trademark Counterfeiting, 15 U.S.C. § 1114)

40. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

41. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, or substantially indistinguishable from, Coach's Trademarks.

42. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion or mistake, or to deceive consumers, the public, and the trade into believing that Defendants' Infringing Products are genuine or authorized products of Coach.

43. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill inherent in the Coach Trademarks.

44. Defendants' acts constitute trademark counterfeiting in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

45. Upon information and belief, Defendants have made and will continue to make substantial profits and/or gains to which they are not in law or equity entitled.

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

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

COUNT II

(Trademark Infringement, 15 U.S.C. § 1114)

48. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

49. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are confusingly similar to Coach's Trademarks.

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

51. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

52. Defendants' acts constitute trademark infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

53. Upon information and belief, Defendants have made and will continue to make substantial profits and/or gains to which they are not in law or equity entitled.

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

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

COUNT III
(Trade Dress Infringement, 15 U.S.C. § 1125(a))

56. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

57. The Coach Trade Dresses are used in commerce, non-functional, inherently distinctive, and have acquired secondary meaning in the marketplace.

58. Defendants, without authorization from Coach, have designed, manufactured, advertised, promoted, distributed, sold, and/or offered for sale, and/or are causing to be designed, manufactured, advertised, promoted, distributed, sold, and/or offered for sale, products which contain a collection of design elements that is confusingly similar to the Coach Trade Dresses.

59. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade who recognize and associate the Coach Trade Dresses with Coach. Moreover, Defendants' conduct is likely to cause confusion, to cause mistake, or to deceive consumers, the public, and the trade as to the source of the Infringing Products, or as to a possible affiliation, connection or association between Coach, the Defendants, and the Infringing Products.

60. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trade Dresses and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

61. Defendants' acts constitute trade dress infringement in violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

62. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

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

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

COUNT IV
(False Designation of Origin and False Advertising, 15 U.S.C. § 1125(a))

65. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

66. Defendants' promotion, advertising, distribution, sale, and/or offering for sale of the Infringing Products, together with Defendants' use of other indicia associated with Coach is intended, and is likely to confuse, mislead, or deceive consumers, the public, and the trade as to the origin, source, sponsorship, or affiliation of the Infringing Products, and is intended, and is likely to cause such parties to believe in error that the Infringing Products have been authorized, sponsored, approved, endorsed or licensed by Coach, or that Defendants are in some way affiliated with Coach.

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

68. Upon information and belief, Defendants have made and will continue to make substantial profits and/or gains to which they are not in law or equity entitled.

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

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

COUNT V
(Trademark Dilution, 15 U.S.C. § 1125(c))

71. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

72. The Coach Trademarks are strong and distinctive marks that have been in use for many years and have achieved enormous and widespread public recognition.

73. The Coach Trademarks are famous within the meaning of Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

74. Defendants' use of the Infringing Products, without authorization from Coach, is diluting the distinctive quality of the Coach Trademarks and decreasing the capacity of such marks to identify and distinguish Coach Products.

75. Defendants have intentionally and willfully diluted the distinctive quality of the famous Coach Trademarks in violation of Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

76. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

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

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

COUNT VI
(Copyright Infringement, 17 U.S.C. § 501)

79. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

80. Many of the Coach Design Elements contain decorative and artistic combinations that are protected under the United States Copyright Act (17 U.S.C. § 101 et seq.). These include, but are not limited to, the "COACH Design", the "Coach Stylized Design", the Amended CC & Design", the "Op Art Design", the "CC & Design (Signature C)", the "Coach & Lozenge Design", and the "Coach Est. 1941".

81. Upon information and belief, Defendants had access to and copied the CC & Design (Signature C), the Coach Est. 1941 Design and other Coach Design Elements present on Coach Products.

82. Defendants intentionally infringed Coach's copyrights in the CC & Design (Signature C), the Coach Est. 1941 Design, and other Design Elements present on Coach products by creating and distributing the Infringing Products, which incorporate elements substantially similar to the copyrightable matter present in the CC & Design (Signature C), the Coach Est. 1941 Design, and other Design Elements present on Coach products, without Coach's consent or authorization.

83. Defendants have infringed Coach's copyrights in violation of 17 U.S.C. § 501 et seq.

84. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

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

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

COUNT VII
(Common Law Trademark Infringement)

87. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

88. Coach owns all rights, title, and interest in and to the Coach Trademarks, including all common law rights in such marks.

89. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, substantially indistinguishable from, or confusingly similar to the Coach Trademarks.

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

91. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Trademarks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

92. Defendants' acts constitute trademark infringement in violation of the common law of the State of Indiana.

93. Upon information and belief, Defendants have made and will continue to make substantial profits and/or gains to which they are not in law or equity entitled.

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

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

COUNT VIII
(Common Law Unfair Competition)

96. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

97. The foregoing acts of Defendants constitute unfair competition in violation of Indiana common law.

98. Upon information and belief, Defendants have made and will continue to make substantial profits and/or gains to which they are not in law or equity entitled.

99. Upon information and belief, Defendants intends to continue their infringing acts, unless restrained by this Court.

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

COUNT IX
(Unjust Enrichment)

101. Coach repeats and realleges the allegations set forth above as if fully set forth herein.

102. The acts complained of above constitute unjust enrichment of Defendants at Coach's expense, in violation of Indiana common law.

Prayer

WHEREFORE, Coach respectfully requests that this Court enter judgment against the Defendants as follows:

A. Finding that: (i) Defendants have violated Section 32 of the Lanham Act (15 U.S.C. § 1114); Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)); and Section 43(d) of the Lanham Act (15 U.S.C. § 1125(d)); (ii) Defendants have violated Section 501 of the Copyright Act of 1976 (17 U.S.C. § 501); (iii) Defendants have engaged in trademark infringement and unfair competition under Indiana common law; and (iv) Defendants have been unjustly enriched in violation of Indiana common law;

B. Granting an injunction, pursuant to Rule 65 of the Federal Rules of Civil Procedure and 15 U.S.C. § 1116, preliminarily and permanently restraining and enjoining Defendants, their officers, agents, employees, and attorneys, and all those persons or entities in active concert or participation with her from:

1. Manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any products which bear the Coach Trademarks, the Coach Trade Dresses, and/or the Coach Design Elements, or any other mark or design element substantially similar or confusing thereto, including, without limitation, the Infringing Products,

and engaging in any other activity constituting an infringement of any of Coach's rights in the Coach Trademarks, the Coach Trade Dresses, and/or the Coach Design Elements; or

2. Engaging in any other activity constituting unfair competition with Coach, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations associated with Coach;

C. Requiring Defendants to recall from any distributors and retailers and to deliver to Coach for destruction or other disposition all remaining inventory of all Infringing Products, including all advertisements, promotional and marketing materials therefore, as well as means of making same;

D. Requiring Defendants to file with this Court and serve on Coach within thirty (30) days after entry of the injunction, a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

E. Directing such other relief as the Court may deem appropriate to prevent consumers, the public, and/or the trade from deriving any erroneous impression that any product at issue in this action that has been manufactured, imported, advertised, marketed, promoted, supplied, distributed, offered for sale, or sold by Defendants, has been authorized by Coach, or is related in any way with Coach and/or its products;

F. Awarding Coach statutory damages of two million dollars ($2,000,000) per counterfeit mark, per type of counterfeit good in accordance with Section 35 of the Lanham Act (15 U.S.C. § 1117) or alternatively, and at Coach's request, ordering Defendants to account to and pay to Coach all profits realized by their wrongful acts and also awarding Coach its actual damages, and also directing that such profits or actual damages be trebled, in accordance with Section 35 of the Lanham Act (15 U.S.C. § 1117);

G. Awarding Coach statutory damages or in the alternative its actual damages suffered as a result of the copyright infringement, and any profits of Defendants not taken into account in computing the actual damages, pursuant to 17 U.S.C. § 504;

H. Awarding Coach actual and punitive damages to which it is entitled under applicable federal and state laws;

I. Awarding Coach its costs, attorneys' fees, investigatory fees, and expenses to the full extent provided by Section 35 of the Lanham Act (15 U.S.C. § 1117);

J. Awarding Coach pre-judgment interest on any monetary award made part of the judgment against Defendants; and,

K. Awarding Coach such additional and further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Coach requests a trial by jury in this matter.

Respectfully submitted,

LOCKE LORD LLP

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