

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**COACH, INC. AND COACH  
SERVICES, INC.,**

**Plaintiffs,**

**v.**

**Civil Action No. 3:11-cv-03004**

**SISTER SISTER AFRICAN HAIR  
BRAIDING, ADGI MARRE, NDEYE A.  
MARRE AND MARIEME S. MARRE,**

**Defendants.**

**ORIGINAL COMPLAINT**

Plaintiffs Coach, Inc. and Coach Services, Inc. (hereinafter collectively referred to as “Coach”), through their undersigned counsel, Fish & Richardson P.C., hereby files this Original Complaint requesting damages and injunctive relief, and upon personal knowledge as to its own acts and circumstances, and upon information and belief as to the acts and circumstances of others, alleges as follows:

**Nature of the Action**

1. This is an action for trademark and trade dress infringement, counterfeiting, false designation of origin and false advertising, and trademark dilution under the Lanham Act (15 U.S.C. §§ 1114, 1116, 1117, 1125(a), (c), and (d)); copyright infringement under the United States Copyright Act (17 U.S.C. § 501 et seq.); injury to business reputation and trademark dilution under Section 16.29 of the Texas Business and Commerce Code (“T.B.C.C.”); and trademark infringement, unfair competition and unjust enrichment under the common law of the State of Texas

### **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 copyrights and 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 Texas.

4. Venue is properly founded in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400 (b) 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 Sister Sister African Hair Braiding (Defendant “Sister Sister African Hair Braiding”) is a domestic entity doing business in the State of Texas. Defendant Sister Sister African Hair Braiding has its

principal place of business in the State of Texas. Defendant Sister Sister African Hair Braiding may be served at 1015 West Centerville Road, Suite 109, Garland, Texas 75041, or through its co-owners, co-operators and co-managing agents, Defendants Adgi Marre, Ndeye Marre, and Marieme Marre.

8. Upon information and belief, Defendant Adgi Marre (Defendant “Adgi Marre”) is an individual residing in Garland, Texas. Defendant Adgi Marre is a co-owner, co-operator, and co-managing agent of Sister Sister African Hair Braiding. Defendant Adgi Marre may be served at 1015 West Centerville Road, Suite 109, Garland, Texas 75041.

9. Upon information and belief, Defendant Ndeye Marre (Defendant “Ndeye Marre”) is an individual residing in Garland, Texas. Defendant Ndeye Marre is the co-owner, co-operator, and co-managing agent of Sister Sister African Hair Braiding. Defendant Ndeye Marre may be served at 214 Drake Lane, Garland, Texas 75048 or at 1015 West Centerville Road, Suite 109, Garland, Texas 75041.

10. Upon information and belief, Defendant Marieme Marre (Defendant “Marieme Marre”) is an individual residing in Garland, Texas. Defendant Marieme Marre is the co-owner, co-operator, and co-managing agent of Sister Sister African Hair Braiding. Defendant Marieme Ndeye may be served at 11906 Davis Mountains Drive #D, or at 1015 West Centerville Road, Suite 109, Garland, Texas 75041, or at 214 Drake Lane, Garland, Texas 75048.

11. 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.

**DEFENDANTS' PERSONAL LIABILITY**

12. Upon information and belief, Defendant Adgi Marre is an individual who is and has been doing business in her individual capacity and as the co-owner and/or co-operator of or in concert with, *inter alia*, Defendant Sister Sister African Hair Braiding, and is individually liable for the infringing activities described herein. At all relevant times Defendant Adgi Marre personally participated in and/or had the ability and right to supervise, direct, and control the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding. Upon information and belief, Defendant Adgi Marre derived direct financial benefits from the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding.

13. Upon information and belief, Defendant Ndeye Marre is an individual who is and has been doing business in her individual capacity and as the co-owner and/or co-operator of or in concert with, *inter alia*, Defendant Sister Sister African Hair Braiding, and is individually liable for the infringing activities described herein. At all relevant times Defendant Ndeye Marre personally participated in and/or had the ability and right to supervise, direct, and control the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding. Upon information and belief, Defendant Ndeye Marre derived direct financial benefits from the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding.

14. Upon information and belief, Defendant Marieme Marre is an individual who is and has been doing business in her individual capacity and as the co-owner and/or co-operator of or in concert with, *inter alia*, Defendant Sister Sister African Hair Braiding, and is individually liable for the infringing activities described herein. At all relevant times Defendant Marieme Marre personally participated in and/or had the ability and right to supervise, direct, and control the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding. Upon information and belief, Defendant Marieme Marre derived direct financial benefits from the infringing activities alleged in this Complaint related to Defendant Sister Sister African Hair Braiding.

#### **The World Famous Coach Brand and Products**

15. Coach was founded more than sixty 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 handbags, wallets, and accessories including eyewear, footwear including shoes, jewelry, and watches. Coach sells its goods through its own specialty retail stores, department stores, catalogs and via an Internet website [www.coach.com](http://www.coach.com) throughout the United States.

16. Coach has used a variety of legally-protected trademarks, trade dresses, and design elements/copyrights for many years on and in connection with the advertisement and sale of its products, including those detailed in paragraphs 18-28 of this Complaint (together, the “Coach Marks”).





17. Coach has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the Coach Marks. As a result, products bearing the Coach Marks are widely recognized and exclusively associated by






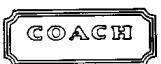



consumers, the public, and the trade as being high quality products sourced from Coach, and have acquired strong secondary meaning. Coach products have also become among the most popular in the world, with Coach's annual global sales currently exceeding three billion dollars. Coach continues to invest substantial sums in promoting its products and services offered under the Coach Marks.




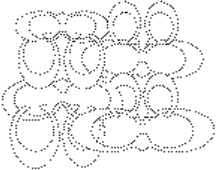



### The Coach Trademarks




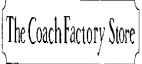




18. Coach is the owner of the following United States Federal Trademark Registrations (hereinafter collectively referred to as the "Coach Trademarks"):

<u>Registration No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Date of Registration</u>	<u>Image</u>
2,088,706	COACH	6, 9, 16, 18, 20, and 25 for <i>inter alia</i> key fobs, eyeglass 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
0,751,493	COACH	16, 18 for <i>inter alia</i> leather goods, wallets and billfolds.	June 23, 1963	COACH
2,451,168	COACH	9 for <i>inter alia</i> eyeglasses and sunglass Cases	May 15, 2001	COACH
2,537,004	COACH	24 for <i>inter alia</i> home furnishings.	February 5, 2002	COACH
1,846,801	COACH	25 for <i>inter alia</i> men's and women's coats and jackets.	July 26, 1994	COACH
3,439,871	COACH	18 for <i>inter alia</i> umbrellas.	June 3, 2008	COACH
2,061,826	COACH	12 for <i>inter alia</i> seat covers.	May 13, 1997	COACH

<u>Registration No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Date of Registration</u>	<u>Image</u>
2,231,001	COACH	25 for <i>inter alia</i> men and women's clothing.	March 9, 1999	COACH
2,836,172	COACH	14 for <i>inter alia</i> sporting goods and stuffed toys.	April 27, 2004	COACH
2,939,127	COACH	9 for <i>inter alia</i> camera cases.	April 12, 2005	COACH
3,354,448	COACH	14 for <i>inter alia</i> jewelry.	December 11, 2007	COACH
2,446,607	COACH	16 for <i>inter alia</i> writing instruments.	April 24, 2001	COACH
2,291,341	COACH	14 for <i>inter alia</i> clocks and watches.	November 9, 1999	COACH
1,071,000	COACH	18, 25 for <i>inter alia</i> women's handbags.	August 9, 1977	COACH
3,633,302	COACH	3 for <i>inter alia</i> perfumes, lotions and body sprays.	June 2, 2009	COACH
3,908,558	POPPY	09 for eyeglasses and sunglasses.	January 18, 2011	POPPY
3,812,170	POPPY	18 for <i>inter alia</i> backpacks, briefcases, leather key chains, bags, wallets and billfolds.	June 29, 2010	POPPY
2,534,429	COACH & LOZENGE DESIGN	9 for <i>inter alia</i> eyeglasses, eyeglass frames and sunglasses.	January 29, 2002	
3,363,873	COACH & LOZENGE DESIGN	3 for <i>inter alia</i> fragrances.	January 1, 2008	
2,252,847	COACH & LOZENGE DESIGN	35 retail services.	June 15, 1999	
2,291,368	COACH & LOZENGE DESIGN	14 for <i>inter alia</i> jewelry.	November 9, 1999	

<u>Registration No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Date of Registration</u>	<u>Image</u>
2,534,429	COACH & LOZENGE DESIGN	9 for <i>inter alia</i> eyeglasses, eyeglass frames and sunglasses.	January 29, 2002	
2,169,808	COACH & LOZENGE DESIGN	25 for <i>inter alia</i> clothing for men and women.	June 30, 1998	
2,045,676	COACH & LOZENGE DESIGN	6, 9, 16, 18, 20, 25 for <i>inter alia</i> key fobs, money clips, phone cases, attaché cases, duffel bags, picture frames, hats, caps and gloves.	March 18, 1997	
1,070,999	COACH & LOZENGE DESIGN	18, 25 for <i>inter alia</i> women's handbags.	August 9, 1977	
1,309,779	COACH & LOZENGE DESIGN	9, 16, 18 for <i>inter alia</i> eyeglass cases and leather goods such as wallets, handbags and shoulder bags.	December 19, 1984	
2,035,056	COACH & LOZENGE DESIGN	3, 21 for <i>inter alia</i> leather cleaning products and shoe brushes.	February 4, 1997	
2,983,654	COACH & LOZENGE DESIGN	18, 24, 25 for <i>inter alia</i> handbags, leather goods, fabrics, swimwear, hats and shoes.	August 9, 2005	
2,626,565	CC & DESIGN (Signature C)	18 for <i>inter alia</i> handbags, purses, clutches, shoulder bags, tote bags, and wallets.	September 24, 2002	
2,822,318	CC & DESIGN (Signature C)	24 for <i>inter alia</i> fabric for use in the manufacture of clothing, shoes, handbags, and luggage.	March 16, 2004	

<u>Registration No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Date of Registration</u>	<u>Image</u>
2,832,589	CC & DESIGN (Signature C)	14, 16, 18, 20, 24, 25, 4, 6, 9 for <i>inter alia</i> sunglasses and eye glass cases, leather goods,	April 13, 2004	
2,592,963	CC & DESIGN (Signature C)	25 for <i>inter alia</i> clothing.	July 9, 2002	
2,822,629	CC & DESIGN (Signature C)	35 for retail services for <i>inter alia</i> handbags, small leather goods, jewelry, and watches.	March 16, 2004	
3,012,585	AMENDED CC & DESIGN (Signature C)	18, 24, 25 for <i>inter alia</i> handbags, purses, fabrics and clothing.	November 8, 2005	
3,396,554	AMENDED CC & DESIGN (Signature C)	3 for <i>inter alia</i> fragrances.	March 11, 2008	
3,784,814	COACH OP ART	9 for eyeglasses and sunglasses.	May 4, 2010	
3,779,466	COACH OP ART	6, 9, 14, 16, 18, 25 for <i>inter alia</i> key fobs, glasses, jewelry, daily planners, backpacks, billfolds, and belts.	April 20, 2010	COACH OP ART
3,696,470	COACH OP ART & Design	18, 24 and 25 for <i>inter alia</i> bags, umbrellas, shoes and the manufacture of these goods.	October 13, 2009	

<u>Registration No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Date of Registration</u>	<u>Image</u>
3,251,315	COACH EST. 1941	18, 25 for <i>inter alia</i> handbags, small leather goods, jackets and coats.	June 12, 2007	
3,413,536	COACH EST. 1941 STYLIZED	14, 18, 25 for <i>inter alia</i> handbags, purses, shoulder bags, tote bags, and wallets.	April 15, 2008	
3,441,671	COACH LEATHERWARE EST. 1941 [Heritage Logo]	9, 14, 18, 25 for <i>inter alia</i> handbags, leather cases, purses, and wallets.	June 3, 2008	
1,664,527	THE COACH FACTORY STORE & LOZENGE DESIGN	42 for <i>inter alia</i> retail services for leather ware.	November 12, 1991	
3,338,048	COACH STYLIZED	18 for <i>inter alia</i> luggage, backpacks and shoulder bags	November 11, 2007	
3,149,330	C & LOZENGE LOGO	9, 14, 16, 25 for <i>inter alia</i> desk accessories, clothing and eye glasses.	September 26, 2006	
2,162,303	COACH & TAG DESIGN	25 for <i>inter alia</i> clothing.	June 2, 1998	
2,088,707	COACH & TAG DESIGN	18 for <i>inter alia</i> accessory cases, backpacks, and satchels.	August 19, 1997	

19. These registrations<sup>1</sup> are valid, subsisting, in full force and effect, and have become incontestable pursuant to 15 U.S.C. § 1065.

<sup>1</sup> All registrations originally held in the name of Coach's predecessors, Sara Lee Corporation and Samar Corporation, were assigned in full to Coach on or about October 2, 2000.

20. The registration of the marks 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 other commercial goods.

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

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

23. The Coach Trademarks have been continuously used and have never been abandoned.

24. As a result of extensive use and promotion, the Coach Trademarks have acquired a favorable reputation to consumers as an identifier and symbol of Coach and its products, services, and goodwill. Accordingly, Coach is the owner of broad common-law and federal trademark rights in the Coach Trademarks.

#### **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 products exclusively and without interruption, and the Coach Trade Dresses have never been abandoned.

### **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 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. Coach also has a variety of valid copyrights registered with the Copyright Office for its Design Elements, including without limitation the Signature C Design, with registration number VA-0001228917, the Op Art Design, with registration number VA-1-694-574 and the Horse and Carriage Design, with registration number VA-1-714-051.

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, the Coach Trade Dresses, and the Coach Design Elements (hereinafter referred to as the “Infringing Products”). Defendants’ specific conduct includes, among other things:

33. Defendants prominently display in plain view several counterfeit Coach trademarked Cowboy handbags as an enticement to attract potential customers to their business, including without limitation handbags that bear Coach's Signature C, Op Art, Horse & Carriage, Word Mark, and Lozenge Marks and Designs.

34. Specifically, on or about September 16, 2011, a Coach Investigator Joel Voyles ("Investigator") proceeded to Sister Sister African Hair Braiding, located at 1015 West Centerville Road, #109, Garland, Texas 75041, and inquired about the handbags for sale. The investigator identified several Coach trademarked handbags on display. The investigator purchased one (1) Coach trademarked handbag for a total of \$50.00 (as no tax was charged). The purchase was made using cash and no receipt was provided.

35. All of the observed and purchased items are counterfeit.

36. Defendants are not, and never have been, authorized retailers of Coach merchandise.

37. Upon information and belief, Defendants Adgi Marre, Ndeye Marre, and Marieme Marre all contributed to these infringing acts by allowing Defendant Sister Sister African Hair Braiding Center to display and distribute counterfeit Coach products on the premises.

38. Upon information and belief, Defendants Adgi Marre, Ndeye Marre, and Marieme Marre were aware, or should have been aware, or were willfully blind to these infringing activities. Further, Defendants Adgi Marre, Ndeye Marre, and Marieme Marre had an obligation and ability to control and stop these infringements, but failed to do so. Indeed, Defendants Adgi Marre, Ndeye Marre, and Marieme Marre did not want the infringement to stop as, upon information and belief, they received direct financial

benefits from the infringement. These acts and failures to act by Defendants Adgi Marre, Nadeye Marre, and Marieme Marre materially contributed to the infringement.

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

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

41. Defendants have been engaging in the above-described illegal counterfeiting and infringing activities knowingly and intentionally or 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 Marks and Coach products.

42. 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.

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

44. 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)**

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

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

47. 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.

48. 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 Marks.

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

50. 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.

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

52. 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)**

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

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

55. 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.

56. 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.

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

58. 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.

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

60. 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))**

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

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

63. Upon information and belief, 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.

64. 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.

65. 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.

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

67. 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.

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

69. 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))**

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

71. 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.

72. 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)).

73. 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.

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

75. 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))**

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

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

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

79. 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.

80. 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)).

81. 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.

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

83. 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)**

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

85. 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.).

86. Coach complied in all respects with the Copyright Act, 17 U.S.C. §101 et seq., and with all other laws governing copyrights. Coach has valid, registered copyrights in the Signature C, Op Art, and Horse and Carriage Designs. Since registering its copyright in the Signature C, Op Art, and Horse and Carriage Designs, Coach has been the sole proprietor of all rights, title, and interest in and to the copyrights. (17 U.S.C. § 106).

87. Upon information and belief, Defendants had access to and copied the Signature C, Op Art, and Horse and Carriage Designs and other Coach Design Elements present on Coach products.

88. Defendants intentionally infringed Coach's copyrights in the Signature C, Op Art and Horse and Carriage Designs, 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 Signature C, Op Art and Horse and Carriage Designs, and other Design Elements present on Coach products, without Coach's consent or authorization.

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

90. 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.

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

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

**COUNT VII**  
**(Common Law Trademark Infringement)**

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

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

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

96. 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.

97. 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.

98. Defendants' acts constitute trademark infringement in violation of the common law of the State of Texas.

99. 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.

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

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

**COUNT VIII**  
**(Injury to Business Reputation and Trademark Dilution, § 16.29 T.B.C.C.)**

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

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

104. Through prominent, long, and continuous use in commerce, including commerce within the State of Texas, the Coach Trademarks have become and continue to be famous and distinctive.

105. 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 and has caused a likelihood of harm to Coach's business reputation.

106. Based on the foregoing acts, Defendants have diluted the distinctive quality of the famous Coach Trademarks in violation of Section 16.29 of the Texas Business and Commerce Code.

107. The foregoing acts of Defendants also constitute injury to Coach's business reputation in violation of Section 16.29 of the Texas Business and Commerce Code.

108. 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.

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

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

**COUNT IX**  
**(Common Law Unfair Competition)**

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

112. The foregoing acts of Defendants permit Defendants to use and benefit from the goodwill and reputation earned by Coach and to obtain a ready customer acceptance of Defendants' products, and constitute unfair competition, palming off, and misappropriation in violation of Texas common law, for which Coach is entitled to recover any and all remedies provided by such common law.

113. 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.

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

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

**COUNT X**  
**(Common Law Unjust Enrichment)**

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

117. By reason of the foregoing, Defendants have unjustly enriched themselves, and continue to do so, in an unknown amount.

118. Coach is entitled to just compensation under the common law of the State of Texas.

**COUNT XI**  
**(Attorney Fees)**

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

120. Coach is entitled to an award of attorney fees and costs under 17 U.S.C. § 505.

121. Coach is also entitled to an award of attorney fees and costs under 15 U.S.C. § 1117(a).

**CONDITIONS PRECEDENT**

122. All conditions precedent have been performed or have occurred. (FED. R. CIV. P. 9(c)).

**PRAYER**

**WHEREFORE**, Coach respectfully requests that this Court enter judgment against 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 injured Coach's business reputation and diluted the Coach Trademarks in violation of § 16.29 of the T.B.C.C.; (iv) Defendants have engaged in trademark infringement and unfair competition under the common law of Texas; and (v) Defendants have been unjustly enriched in violation of Texas common law.

B. Granting an injunction, pursuant to Rule 65 of the Federal Rules of Civil Procedure, 15 U.S.C. § 1116, 17 U.S.C. § 502, and § 16.29 T.B.C.C, 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 them 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;

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 and design elements associated with Coach;

and

3. engaging in any other activity that will cause the distinctiveness of the Coach Trademarks or Coach Trade Dresses to be diluted.

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 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 \$2,000,000 per counterfeit mark per type of good in accordance with Section 35 of the Lanham Act (15 U.S.C. § 1117) or alternatively, 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, attorney's fees, investigatory fees, and expenses to the full extent provided by Section 35 of the Lanham Act (15 U.S.C. § 1117) and Section 505 of the Copyright Act of 1976 (17 U.S.C. § 505);

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

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

Dated: November 2, 2011

Respectfully submitted,

FISH & RICHARDSON P.C.

By: /s/ Natalie L. Arbaugh

Natalie L. Arbaugh

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**COUNSEL FOR PLAINTIFFS  
COACH, INC. and COACH SERVICES, INC.**

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
COACH, INC. and COACH SERVICES, INC.
(b) County of Residence of First Listed Plaintiff
(c) Attorney's (Firm Name, Address, and Telephone Number)
Natalie L. Arbaugh
Fish & Richardson P.C., 1717 Main Street, Suite 5000
Dallas, TX 75201 (214-747-5070)

DEFENDANTS
SISTER SISTER AFRICAN HAIR BRAIDING, ADGI MARRE,
NDEYE A. MARRE AND MARIEME S. MARRE
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT TORTS FORFEITURE/PENALTY LABOR IMMIGRATION BANKRUPTCY SOCIAL SECURITY FEDERAL TAX SUITS OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise
PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury
PERSONAL INJURY 362 Personal Injury - Med. Malpractice 365 Personal Injury - Product Liability 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability
610 Agriculture 620 Other Food & Drug 625 Drug Related Seizure of Property 21 USC 881 630 Liquor Laws 640 R.R. & Truck 650 Airline Regs. 660 Occupational Safety/Health 690 Other
710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 730 Labor/Mgmt. Reporting & Disclosure Act 740 Railway Labor Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act
462 Naturalization Application 463 Habeas Corpus - Alien Detainee 465 Other Immigration Actions
422 Appeal 28 USC 158 423 Withdrawal 28 USC 157
820 Copyrights 830 Patent 840 Trademark
861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))
870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609
400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 810 Selective Service 850 Securities/Commodities/Exchange 875 Customer Challenge 12 USC 3410 890 Other Statutory Actions 891 Agricultural Acts 892 Economic Stabilization Act 893 Environmental Matters 894 Energy Allocation Act 895 Freedom of Information Act 900 Appeal of Fee Determination Under Equal Access to Justice 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1114, 1116, 1117, 1125(a), (c), and (d); 17 U.S.C. § 501 et seq.
Brief description of cause:
Trademark and trade dress infringement, trademark dilution, copyright infringement

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 11/02/2011 SIGNATURE OF ATTORNEY OF RECORD /s/ Natalie L. Arbaugh

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE