

1 AARON H. MARKS (*pro hac vice* application to be submitted)
 KEVIN A. CYRULNIK (*pro hac vice* application to be submitted)
 2 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
 3 1633 Broadway
 New York, New York 10019
 4 Telephone: (212) 506-1700
 Facsimile: (212) 506-1800
 5 Email: amarks@kasowitz.com
 Email: kcyrulnik@kasowitz.com

6 JASON S. TAKENOUCI (Bar No. 234835)
 7 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
 101 California Street, Suite 2300
 8 San Francisco, California 94111
 Telephone: (415) 421-6140
 9 Facsimile: (415) 398-5030
 Email: jtakenouchi@kasowitz.com

10 Attorneys For Defendant
 11 COACH, INC.

12 **UNITED STATES DISTRICT COURT**
 13
 14 **EASTERN DISTRICT OF CALIFORNIA**

15 CERA HINKEY, on behalf of herself and
 16 others similarly situated,

17 Plaintiff,

18 v.

19 COACH, INC., a Maryland Corporation;
 20 and DOES 1-100, inclusive,

21 Defendants.

Case No.

**DEFENDANT COACH, INC.’S
 NOTICE OF REMOVAL**

1 PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453,
2 Defendant Coach, Inc. (“Coach”), by and through its attorneys, removes to this Court the action
3 entitled *Hinkey v. Coach, Inc. et al.*, Case No. 00193020 (the “Action”), which was originally
4 filed in the Superior Court of the State of California for the County of Sacramento.

5 **I. INTRODUCTION**

6 1. As set forth below, this Action is properly removed to this Court pursuant to 28
7 U.S.C. § 1441 because this Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C.
8 § 1332(d) (“CAFA”), in that this Action is a civil action in which the alleged amount in
9 controversy exceeds the sum of \$5,000,000 exclusive of costs and interest, has more than 100
10 members in the proposed putative class, and is between citizens of different states.

11 2. By filing this notice of removal, Coach does not intend to waive, and hereby
12 reserves, any objection as to venue, the legal sufficiency of the claims alleged in the Action and
13 all other defenses. Coach reserves the right to supplement and amend this Notice of Removal.

14 **II. BACKGROUND**

15 3. On April 13, 2016, plaintiff Cera Hinkey commenced this putative class action by
16 filing a Complaint in the Sacramento Superior Court.

17 4. The Complaint alleges violations of the California Unfair Competition Law, Cal.
18 Bus. & Prof. Code. § 17200, *et seq.*, the California False Advertising Law, Cal. Bus. & Prof.
19 Code § 17500, *et seq.*, and the California Consumer Legal Remedies Act (“CLRA”), Cal. Civ.
20 Code § 1750, *et seq.*, against Coach arising out of the sale of merchandise at Coach’s outlet
21 stores in California. The Complaint seeks restitution, injunctive relief, damages, including
22 punitive damages, and attorneys’ fees.

23 5. The proposed putative class consists of “[a]ll individuals who, in the State of
24 California, purchased any item at one of Defendants’ outlet or factory stores located in the State
25 of California during the four (4) year period preceding the filing of this Class Action Complaint,
26 and who did not subsequently return the purchased item to Defendants (the ‘Class’).” Complaint
27 ¶ 30. Plaintiff also proposes a CLRA subclass, which has identical features to the Class, except
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1 it includes only individuals that purchased merchandise from a California Coach outlet store
2 during the three year period preceding the commencement of this Action. *Id.*

3 6. Process was served on Coach on May 17, 2016 by delivery to an agent authorized
4 by Coach to receive process.¹

5 7. Coach has not filed an answer or responsive pleading to the Complaint.

6 **III. JURISDICTION**

7 8. CAFA creates federal jurisdiction over lawsuits in which “the matter in
8 controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a
9 class action in which . . . any member of a class of plaintiffs is a citizen of a State different from
10 any defendant,” and involves a putative class that consists of more than 100 members. 28 U.S.C.
11 §§ 1332(d)(2)(A) and (d)(5). All of these requirements are met here.

12 **A. Minimal Diversity Exists**

13 9. CAFA requires only minimal diversity, and in class action lawsuits, “[t]he district
14 courts shall have original jurisdiction of any civil action in which . . . any member of a class of
15 plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).
16 Diversity of citizenship exists here.

17 10. Plaintiff is a citizen of California. Complaint ¶ 16 (“Plaintiff resides in Loomis,
18 California.”).

19 11. For purposes of diversity, a corporation is deemed to be a citizen of (1) the state
20 under whose laws it is organized; and (2) the state of its “principal place of business.” 28 U.S.C.
21 § 1332(c)(1). Coach, Inc. is a Maryland corporation with its principal place of business in the
22 State of New York. Complaint ¶ 17. Thus, for purposes of CAFA jurisdiction, Coach is a
23 citizen of Maryland and New York, and no other state. 28 U.S.C. § 1332(c)(1).

24 12. Accordingly, the minimal diversity requirement is satisfied given that plaintiff is a
25 citizen of California and Coach is a citizen of Maryland and New York.

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¹ The Summons and Complaint, which together comprise “all process, pleadings, and orders served” on Coach in
this Action, 28 U.S.C. § 1446(a), are attached hereto as Exhibit A.

1 **B. The Amount In Controversy Exceeds \$5,000,000**

2 13. Although Coach denies all liability alleged in the Complaint and denies that class
3 treatment is appropriate for this Action, if damages or restitution were awarded on plaintiff's
4 claims, the aggregate amount as to the putative class would exceed \$5,000,000 exclusive of
5 interest and costs.

6 14. Coach denies plaintiff's substantive allegations, denies that plaintiff is entitled to
7 any of the relief sought in her Complaint, and does not waive any defense with respect to any of
8 plaintiff's claims. Nonetheless, the amount in controversy is determined by accepting plaintiff's
9 allegations as true. *See, e.g., Cain v. Hartford Life & Accident Ins. Co.*, 890 F. Supp. 2d 1246,
10 1249 (C.D. Cal. 2012) ("In measuring the amount in controversy, a court must assume that the
11 allegations of the complaint are true and assume that a jury will return a verdict for the plaintiff
12 on all claims made in the complaint.").

13 15. Case law is clear that "[t]he amount-in-controversy allegation of a plaintiff
14 invoking federal-court jurisdiction is accepted if made in good faith . . . Similarly, the amount-in-
15 controversy allegation of a defendant seeking federal-court adjudication should be accepted
16 when not contested by the plaintiff or questioned by the court." *Dart Cherokee Basin Operating*
17 *Co., LLC v. Owens*, 135 S. Ct. 547, 549-50, (2014) (citations omitted).

18 16. Here, plaintiff seeks "restitution to Plaintiff and the Class of all of monies spent
19 associated with the unfair competition" and requests the Court to "restore to Plaintiff and all
20 members of the Class all monies Defendant wrongfully received." Complaint ¶¶ 52, 59. In
21 seeking restitution, plaintiff seeks to represent "[a]ll individuals who, in the State of California,
22 purchased any item at one of Defendants' outlet or factory stores located in the State of
23 California during the four (4) year period preceding the filing of this Class Action Complaint,
24 and who did not subsequently return the purchased item to Defendants." Complaint ¶ 30.

1 17. Given the number of outlet stores owned by Coach in California and the number
2 of potential class members who made purchases at those outlet stores, the amount in controversy,
3 exclusive of interest and costs, well exceeds \$5,000,000.²

4 **C. The Putative Class Exceeds 100 Members**

5 18. Plaintiff alleges that “[t]he members of the Class are *so numerous* that joinder of
6 all members is impracticable.” Complaint § 31 (emphasis added).

7 19. According to plaintiff’s Complaint, the putative class is “[a]ll individuals who, in
8 the State of California, purchased any item at one of Defendants’ outlet or factory stores located
9 in the State of California during the four (4) year period preceding the filing of this Class Action
10 Complaint, and who did not subsequently return the purchased item to Defendants.” Complaint
11 ¶ 30.

12 20. Because the Complaint clearly pleads that more than 100 individuals from the
13 State of California purchased merchandise from a Coach outlet store in California during the
14 putative class period, the size of the putative class well exceeds 100 members.

15 **IV. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED**

16 21. This Court is the proper venue for removal because the Action is pending in the
17 County of Sacramento, California, and the United States District Court for the Eastern District of
18 California is the “district and division embracing the place where such action is pending.” 28
19 U.S.C. § 1441(a).

20 22. Coach timely filed this notice of removal. Coach was served with the Complaint
21 on May 17, 2016. Accordingly, Coach filed this Notice of Removal within 30 days of being
22 served. 28 U.S.C. §§ 1446(b); 1453(b).

23 23. As required by 28 U.S.C. § 1446(d), a copy of this notice of removal is being
24 promptly served upon counsel for plaintiff and a copy is being filed with the Clerk of the
25 Superior Court of the State of California for the County of Sacramento.

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² The amount in controversy is satisfied, in part, by an examination of Coach’s Form 10-K filings. *See, e.g.*,
Coach, Inc., Annual Report (Form 10-K) at 91 (Aug. 14, 2015), *available at* <http://www.coach.com/financial-reports.html>.

1 Dated: June 16, 2016

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

2 By: /s/ Jason S. Takenouchi

3 Jason S. Takenouchi
4 101 California Street, Suite 2300
5 San Francisco, California 94111
6 Telephone: (415) 421-6140
7 Facsimile: (415) 398-5030
8 Email: jtakenouchi@kasowitz.com

Attorneys for Defendant Coach, Inc.

CERTIFICATE OF SERVICE

This certifies that, pursuant to Federal Rule of Civil Procedure 5 and Local Rule 135, on the 16th day of June, 2016, a true and correct copy of the foregoing Notice of Removal was served on counsel of record by e-mail, per agreement by the parties.

/s/ Jason S. Takenouchi
Jason S. Takenouchi

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**Service of Process
Transmittal**

05/17/2016
CT Log Number 529184472

TO: Caroline E. de Rooy
Coach, Inc
516 West 34th Street
New York, NY 10001

RE: Process Served in California

FOR: Coach, Inc. (Domestic State: MD)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: CERA HINKEY, on behalf of herself and all others similarly situated, Pltf. vs. COACH, INC., etc., et al., Dfts. // TO: Coach, Inc.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint, Notice, ADR, Attachment(s)

COURT/AGENCY: Sacramento County - Superior Court - Sacramento, CA
Case # 34201600193020CUNPGDS

NATURE OF ACTION: Violation of California's Unfair Competition Laws ("UCL");

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 05/17/2016 at 14:50

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Gene J. Stonebarger
STONEBARGER LAW
75 Iron Point Circle, Ste. 145
Folsom, CA 95630
916-235-7140

ACTION ITEMS: CT has retained the current log, Retain Date: 05/18/2016, Expected Purge Date: 05/23/2016

Image SOP

Email Notification, Caroline E. de Rooy cderooy@coach.com

Email Notification, Nancy Axilrod naxilrod@coach.com

Email Notification, Amy Melican amelican@coach.com

Email Notification, Kamisha Shimhue kshimhue@coach.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Superior Court Of California,
Sacramento
04/13/2016
Jinora
By _____, Deputy
Case Number:

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
COACH, INC. a Maryland corporation;
and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
CERA HINKEY, on behalf of herself and all others similarly situated,

Case Number:
34-2016-00193020

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos arxentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso):

Sacramento County Superior Court
Civil Division
720 Ninth Street, Room 102
Sacramento, CA 95814

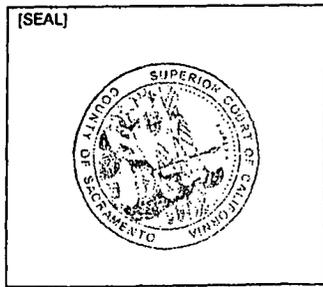
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: _____

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Gene J. Stonebarger, Esq.; STONEBARGER LAW, APC
75 Iron Point Circle, Suite 145, Folsom, CA 95630
Tel: (916) 235-7140 Fax: (916) 235-7141

J. MORA
Clerk, by _____, Deputy
(Secretario) (Adjunto)

DATE:
(Fecha) APR 13 2016

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify): **Coach, Inc. a Maryland Corporation**
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- 4. by personal delivery on (date): **5/17/16**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name): <i>Gene J. Stonebarger (SBN 209461)</i> STONEBARGER LAW, APC 75 Iron Point Circle, Suite 145 Folsom, CA 95630 TELEPHONE NO.: (916) 235-7140 FAX NO.: (916) 235-7141 ATTORNEY FOR (Name): <i>Plaintiff Cera Hinkey, et al.</i>	FOR COURT USE ONLY FILED Superior Court Of California, Sacramento 04/13/2016 jinora By _____, Deputy Case Number:
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth Street, Room 102 MAILING ADDRESS: CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME:	
CASE NAME: Cera Hinkey, et al., v. Coach, Inc., et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 34-2016-00193020 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **3**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **April 11, 2016**
 Gene J. Stonebarger
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Ste. 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Thomas A. Kearney, State Bar No. 90045
Prescott W. Littlefield, State Bar No. 259049
KEARNEY LITTLEFIELD LLP
3436 N. Verdugo Rd, Suite 230
Glendale CA 91208
Telephone (213) 473-1900
Facsimile (213) 473-1919

Attorneys for Plaintiff Cera Hinkey and the Class

FILED
Superior Court Of California,
Sacramento
04/13/2016
jinora
By _____, Deputy
Case Number:
34-2016-00193020

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

STONEBARGER LAW
A Professional Corporation

CERA HINKEY, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

COACH, INC., a Maryland Corporation; and
DOES 1-100, inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. **Violation of California's Unfair Competition Laws ("UCL"); California Business & Professions Code Sections 17200, et seq.**
2. **Violation of California's False Advertising Laws ("FAL"); California Business & Professions Code Sections 17500, et seq.**
3. **Violations of California Consumer Legal Remedies Act ("CLRA"); Civ. Code § 1750, et seq.**

[DEMAND FOR JURY TRIAL]



1 Plaintiff Cera Hinkey, on behalf of herself and all others similarly situated, complains
2 and alleges upon information and belief based, among other things, upon the investigation made
3 by Plaintiff and by and through her attorneys against Defendants Coach, Inc. and Does 1-100
4 (“Defendants”) as follows:

5 I.

6 **INTRODUCTION**

7 1. This is a class action regarding Defendants’ false and misleading advertisement of
8 “market” prices, and corresponding phantom “savings” on fashion apparel sold in their “Outlet”
9 or “Factory” stores.

10 2. According to Defendants, Coach is “a leading New York design house of modern
11 luxury accessories and lifestyle brands. The Company’s primary product offerings, manufactured
12 by third-party suppliers, include women’s and men’s bags, small leather goods, footwear,
13 business cases, ready-to-wear including outerwear, watches, weekend and travel accessories,
14 scarves, sunwear, fragrance, jewelry, travel bags and other lifestyle products. Coach branded
15 products are primarily sold through its North America and International reportable segments.
16 The North America segment includes sales to North American consumers through Coach-
17 operated stores (including the Internet), and sales to wholesale customers and distributors.”

18 3. As part of its “North America” sales, Defendants operate several “outlet” style
19 stores throughout the State of California, as well as the rest of the United States.

20 4. “Outlet” stores, also known as “factory outlets”, are commonly understood by the
21 public to be selling the same merchandise that the manufacturer typically sells at its retail stores,
22 but at a discount. According to the Business Insider, “[t]he common assumption about outlet
23 stores is that you’re getting the same goods that are in a regular retail store without the big price
24 tag.” See <http://www.businessinsider.com/outlet-stores-arent-a-good-deal-2014-5>.

25 5. But today, outlet stores typically sell *different* merchandise than their retail
26 counterparts, without informing customers that this is the case. The Federal Trade Commission
27 (“FTC”) felt that the practice needed to be brought to the attention of consumers, issuing a
28 warning in March 2014 that the merchandise sold at outlet stores can be manufactured

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A Professional Corporation

1 exclusively for the outlet and be of inferior quality than that sold in the manufacturer's non-
2 outlet or non-factory store locations. See [https://www.ftc.gov/news-events/press-](https://www.ftc.gov/news-events/press-releases/2014/03/ftc-advice-how-shop-wisely-outlet-malls)
3 [releases/2014/03/ftc-advice-how-shop-wisely-outlet-malls](https://www.ftc.gov/news-events/press-releases/2014/03/ftc-advice-how-shop-wisely-outlet-malls).

4 6. While the FTC felt that the need to warn customers about the different, inferior
5 products sold at outlet stores or factory stores, companies, such as Defendants, actually take
6 advantage of the public's misconceptions about outlets and falsely compare their inferior outlet
7 products to the higher-end retail products sold in their non-outlet or non-factory store locations in
8 order to induce customers to purchase the "discounted" products.

9 7. In this case, Defendants have misled consumers by advertising items at
10 discounted prices ("savings") by placing tags on its products sold at its California outlet locations
11 that provide consumers with an item's "MSRP" (manufacturer's suggested retail price), and then
12 selling the items at a price lower than the represented "MSRP." The reality, however, is that the
13 represented MSRP on items sold at Defendants' outlet locations is not reflective of the price at
14 which the item at the outlet store has been or is being sold. Rather, the represented MSRP is an
15 inflated price that a different and superior product, bearing the manufacturer's logo, is being sold
16 for at normal, retail locations. The "comparison" made by Defendants' "discount" representation
17 is truly one of apples to oranges, and any "savings" are illusory.

18 8. Defendants' practice has been specifically addressed by the FTC. In the Code of
19 Federal Regulations, under Title 16, which addresses Commercial Practices ("Guide Against
20 Deceptive Pricing"), the FTC specifically states:

21 Many members of the purchasing public believe that a manufacturer's list price,
22 or suggested retail price, is the price at which an article is generally sold.
23 Therefore, if a reduction from this price is advertised, many people will believe
24 that they are being offered a genuine bargain. To the extent that list or suggested
25 retail prices do not in fact correspond to prices at which a substantial number of
26 sales of the article in question are made, the advertisement of a reduction may
27 mislead the consumer.

28 16 C.F.R. 233.3(a). The FTC concludes:

It bears repeating that the manufacturer, distributor or retailer must in every case
act honestly and in good faith in advertising a list price, and not with the intention
of establishing a basis, or creating an instrumentality, for a deceptive comparison
in any local or other trade area. For instance, a manufacturer may not affix price
tickets containing inflated prices as an accommodation to particular retailers who

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1 intend to use such prices as the basis for advertising fictitious price reductions.

2 16 C.F.R. 233.3(i).

3 9. In addition, under California law, specifically California Business and Professions Code
4 Section 17501, entitled "*Value determinations; Former price advertisement*," when a retailer
5 presents purported reduced "sale" prices and compares those prices to former, "original" prices,
6 the purported "original" or "market" price must have been the prevailing market retail price of
7 the article so advertised within the three months next immediately preceding the publication of
8 the advertised former prices. Specifically, California Business and Professions Code Section
9 17501 states: "[N]o price shall be advertised as a former price of any advertised thing, unless the
10 alleged former prices was the prevailing market price... within three months next immediately
11 preceding the publication of the advertisement or unless the date when the alleged former price
12 did prevail is clearly, exactly, and conspicuously stated in the advertisement." Cal. Bus. & Prof.
13 Code § 17501.

14 10. The unlawful practice described above, utilized by Defendants and others, has
15 caused a growing concern for consumer watchdogs. In early 2014, four members of Congress
16 wrote a letter to the FTC requesting that the agency look into claims that merchants may be
17 selling lower quality items produced specifically for their outlet stores without properly
18 informing consumers about the difference between those items and the higher-quality products
19 found in regular retail stores. *See [www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-](http://www.whitehouse.senate.gov/news/release/sens-and-rep-to-ftc-outlet-stores-may-be-misleading-consumers)*
20 *outlet-stores-may-be-misleading-consumers*.

21 11. Plaintiff herein alleges that under California law, the purported "market price"
22 advertised in Defendants' California outlet store locations never existed and/or did not constitute
23 the prevailing market retail prices for such products within the three months next immediately
24 preceding the publication of the sales tag. By representing that there is a difference between the
25 "sale price" and the "MSRP," Defendants are engaging in a false advertising campaign
26 calculated to lure consumers into purchasing products they believe are significantly discounted.

27 12. Through its false and misleading marketing, advertising and pricing scheme
28 Defendants have violated, and continue to violate, California law prohibiting advertising goods

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1 for sale as discounted from former prices, when in fact, such representations are false and
2 misleading. Specifically, Defendants violated, and continue to violate, California’s Business &
3 Professions Code §§ 17200, *et seq* (the “UCL”), California’s Business & Professions Code §§
4 17500, *et seq* (the “FAL”), and the California Consumers’ Legal Remedies Act, California Civil
5 Code §§1750, *et seq* (the “CLRA”).

6 13. Plaintiff brings this action on behalf of herself and other similarly situated
7 consumers who have purchased one or more items at Defendants’ outlet stores that were
8 deceptively represented as discounted from false prices. Plaintiff, on behalf of herself and all
9 other similarly situated individuals, seeks to stop the practice of falsely giving the public the
10 impression that “outlets” are providing them with significant savings, when, in fact, the outlets
11 are really just selling a company’s own “knock-off”, inferior products that truly are worth less
12 than the original, higher-quality retail items offered for sale by the company. By comparing the
13 low quality products to the price of the higher-quality originals, Defendants are deceiving the
14 public and are breaking the law. Plaintiff seeks an order certifying this as a class action, giving
15 restitution and damages to the Class, and enjoining Defendants from continuing with their false-
16 information campaign.

17 **II.**

18 **JURISDICTION AND VENUE**

19 14. Defendant Coach, Inc. has conducted business in the County of Sacramento,
20 which has caused both obligations and liability of Defendant Coach, Inc. to arise in the County
21 of Sacramento.

22 15. The amount of controversy exceeds the jurisdictional minimum of this Court.

23 **III.**

24 **THE PARTIES**

25 **A. Plaintiff Cera Hinkey**

26 16. Plaintiff resides in Loomis, California. Within the last three years, Plaintiff, in
27 reliance on Defendants’ false and deceptive advertising, marketing and “discount” pricing
28 schemes, purchased, among others, a pair of sunglasses – IRMA (Coach L993) – for

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1 approximately \$65.00 at a Coach outlet store in Folsom, California. The sunglasses were
2 advertised and represented by Defendants as having a MSRP of approximately "158.00". That
3 price was discounted and represented to Plaintiff as being approximately "\$65.00" according to
4 the price tag and related signage. However, this product was never offered for sale at the
5 represented MSRP at Defendants' California retail stores, nor was it offered at that price within
6 the ninety (90) day time period immediately preceding Plaintiff's purchase. In fact, the product
7 purchased by Plaintiff was never offered for sale by Defendants at any of their retail stores;
8 rather, the item was only sold by Defendants at their California outlet or factory store locations.
9 Thus, Plaintiff was damaged by her purchase of the product that she believed to have been
10 steeply discounted.

11 **B. Defendant Coach, Inc.**

12 17. Plaintiff is informed and believes, and upon such information and belief alleges,
13 Defendant Coach Inc., is a Maryland corporation with its principal executive offices in New
14 York, New York.

15 **C. Doe Defendants**

16 18. Plaintiff does not know the true names or capacities of the persons or entities sued
17 herein as DOES 1-100, inclusive, and therefore sues such Defendants by such fictitious names.
18 Plaintiff is informed and believes, and upon such information and belief alleges, that each of the
19 DOE Defendants is in some manner legally responsible for the damages suffered by Plaintiff and
20 the Class members as alleged herein. All Defendants were at all relevant times acting as actual
21 agents, conspirators, aiders and abettors who provided substantial assistance with knowledge of
22 the wrongful conduct, ostensible agents, partners and/or joint venturers and employees of all
23 other Defendants, and that all acts alleged herein occurred within the course and scope of said
24 agency, employment, partnership, joint venture, conspiracy and/or enterprise, and with the
25 express and/or implied permission, knowledge, consent, authorization and ratification of their
26 Co-Defendants; however, this allegation is pleaded as an "alternative" theory wherever not doing
27 so would result in a contradiction with other allegations. Plaintiff will amend this Complaint to
28 set forth the true names and capacities of these Defendants when they have been ascertained,

1 along with appropriate charging allegations, as may be necessary.

2 **IV.**

3 **FACTUAL BACKGROUND**

4 19. Within the last three (3) years, Plaintiff shopped at Defendant's outlet store in
5 Folsom, California to purchase clothing and related apparel for herself.

6 20. Upon examining a pair of women's sunglasses at Defendants' outlet store,
7 Plaintiff viewed a representation by Defendants' that the sunglasses had a MSRP of
8 approximately "158.00". The represented "MSRP" was set forth on the product tag for the
9 sunglasses she was considering purchasing.

10 21. Plaintiff observed signage adjacent to the sunglasses she was considering
11 purchasing which represented that the sunglasses were on sale for approximately \$65.00 – a
12 discount and savings of \$93.00 as compared to the represented MSRP.

13 22. Relying upon Defendants' misrepresentations and false and deceptive advertising
14 and believing that she was receiving a significant value by purchasing the sunglasses for \$65.00
15 when the represented MSRP was \$158.00, Plaintiff decided to purchase the sunglasses and
16 proceeded to the cash register where she did in fact purchase the sunglasses.

17 23. Plaintiff would not have purchased the sunglasses without the misrepresentations
18 made by Defendants. As a result, Plaintiff has been personally victimized by and suffered
19 economic injury as a direct result of Defendants' unlawful, unfair and fraudulent conduct.

20 24. Defendants know that their comparative price advertising is false, deceptive,
21 misleading and unlawful under California law.

22 25. Defendants fraudulently concealed from and intentionally failed to disclose to
23 Plaintiff and other members of the proposed Class the truth about the advertised price and former
24 prices.

25 26. At all relevant times, Defendants have been under a duty to Plaintiff and the
26 proposed Class to disclose the truth about the false discounts.

27 27. Plaintiff relied upon Defendants' artificially inflated MSRP pricing and false
28 discounts when purchasing her sunglasses at Defendants' retail stores. Plaintiff would not have

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1 made such a purchase but for Defendants' representation of a purported "MSRP" which caused
2 Plaintiff to reasonably believe that she was receiving a substantial discount and was making a
3 bargain purchase.

4 28. Plaintiff and the Class reasonably and justifiably acted and relied on the
5 substantial price differences that Defendants advertised, and made purchases believing that they
6 were receiving a substantial discount on an item of greater value than it actually was. Plaintiff,
7 like other Class members, was lured in, relied on, and damaged by these pricing schemes that
8 Defendants carried out.

9 29. Defendants intentionally concealed and failed to disclose material facts regarding
10 the truth about its "MSRP" price advertising in order to entice Plaintiff and the proposed Class to
11 purchase products in their California outlet locations.

12 V.

13 **CLASS ALLEGATIONS**

14 30. Plaintiff brings this action on behalf of herself, and all others similarly situated,
15 pursuant to Section 382 of the California Code of Civil Procedure and seeks certification of the
16 following Class and Subclass against Defendants for violations of California state laws:

17 Class: All individuals who, in the State of California, purchased any item at one
18 of Defendants' outlet or factory stores located in the State of California during the
19 four (4) year period preceding the filing of this Class Action Complaint, and who
20 did not subsequently return the purchased item to Defendants (the "Class").

21 CLRA Subclass: All individuals who, in the State of California, purchased any
22 item at one of Defendants' outlet or factory stores located in the State of
23 California during the three (3) year period preceding the filing of this Class
24 Action Complaint through the present, and who did not subsequently return the
25 purchased item to Defendants (the "CLRA Subclass").¹

26 Excluded from the Class are Defendants, as well as its officers, employees, agents or affiliates,
27 and any judge who presides over this action, as well as all past and present employees, officers
28 and directors of Defendants. Plaintiff reserves the right to expand, limit, modify, or amend these
class definitions, including the addition of one or more subclasses, in connection with her motion

¹ Plaintiff is a representative and member of both the Class and the CLRA Subclass. Because all members of the
CLRA Subclass are also members of the Class, both will be referred to as the "Class" unless otherwise noted.

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1 for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or
2 new facts obtained during discovery.

3 31. The members of the Class are so numerous that joinder of all members is
4 impracticable. While the exact number of Class members is unknown to Plaintiff at this time,
5 such information can be ascertained through appropriate discovery and from records maintained
6 by Defendant and its agents. Specifically, Defendants keep extensive computerized records of
7 its customers through, *inter alia*, customer loyalty programs, co-branded credit cards and general
8 marketing programs. Defendants have one or more databases through which a significant
9 majority of Class members may be identified and ascertained, and they maintain contact
10 information, including email and home addresses, through which notice of this action could be
11 disseminated in accordance with due process requirements.

12 32. There is a well-defined community of interest among the Class because common
13 questions of law and fact predominate, Plaintiff's claims are typical of the members of the Class,
14 and Plaintiff can fairly and adequately represent the interests of the Class.

15 33. Common questions of law and fact exist as to all members of the Class and
16 predominate over any questions affecting solely individual members of the Class. Among the
17 questions of law and fact common to the class are, but not limited to, the following:

18 a. Whether, during the Class Period, Defendants' used false "MSRPs" or
19 misleading price labels and falsely advertised price discounts on the products sold in their
20 California retail outlet stores;

21 b. Whether, during the Class Period, the "MSRPs" advertised by Defendants
22 were the prevailing market prices for the respective products during the three month period
23 preceding the dissemination and/or publication of the advertised "MSRP";

24 c. Whether Defendants engaged in unfair, unlawful and/or fraudulent
25 business practices in violation of California Business and Professions Code Section 17200;

26 d. Whether Defendants engaged in false or misleading advertising in
27 violation of California Business and Professions Code Section 17500;

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1 e. Whether Defendants engaged in unfair competition or deceptive acts or
2 practices in violation of the Consumers' Legal Remedies Act;

3 f. Whether Plaintiff and Class members are entitled to damages and/or
4 restitution and the proper measure of that loss; and

5 g. Whether an injunction is necessary to prevent Defendants from continuing
6 to use false, misleading or illegal price comparisons, discounts, or fabricated "MSRPs".

7 34. Plaintiff's claims are typical of those of the other Class members because
8 Plaintiff, like every other Class member, was exposed to virtually identical conduct and injury.

9 35. Plaintiff will fairly and adequately represent and protect the interests of the Class
10 in that they have no disabling conflicts of interest that would be antagonistic to those of the other
11 members of the Class. Plaintiff seeks no relief that is antagonistic or adverse to the members of
12 the Class and the infringement of the rights and the damages they have suffered are typical of all
13 other Class members. Plaintiff has retained competent counsel, experienced in class action
14 litigation and consumer protection law.

15 36. The nature of this action and the nature of laws available to Plaintiff and the Class
16 make the use of the class action device a particularly efficient and appropriate procedure to
17 afford relief to Plaintiff and the Class for the wrongs alleged because:

18 a. The individual amounts of damages involved, while not insubstantial, are
19 such that individual actions or other individual remedies are impracticable and litigating
20 individual actions would be too costly;

21 b. If each Class member was required to file an individual lawsuit, the
22 Defendants would necessarily gain an unconscionable advantage since they would be able to
23 exploit and overwhelm the limited resources of each individual Class member with vastly
24 superior financial and legal resources;

25 c. The costs of individual suits could unreasonably consume the amounts that
26 would be recovered;

27 d. Proof of a common factual pattern that Plaintiff experienced is
28 representative of that experienced by the Class and will establish the right of each member of the

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1 Class to recover on the cause of action alleged; and

2 e. Individual actions would create a risk of inconsistent results and would be
3 unnecessary and duplicative of this litigation.

4 37. Plaintiff and Class members have all similarly suffered irreparable harm and
5 damages as a result of Defendants' unlawful and wrongful conduct. This action will provide
6 substantial benefits to Plaintiff, the Class and the public because, absent this action, Plaintiff and
7 Class members will continue to suffer losses, thereby allowing Defendants' violations of law to
8 proceed without remedy, and allowing Defendants to retain proceeds of its ill-gotten gains.

9 38. All Class members, including Plaintiff, were exposed to one or more of
10 Defendants' misrepresentations or omissions of material fact claiming that the represented
11 "MSRPs" were in existence. Due to the scope and extent of Defendants' consistent false price
12 advertising scheme, disseminated in a years-long campaign to California consumers via a
13 number of different platforms – in-store displays, print advertisements, and the like – it can be
14 reasonably inferred that such misrepresentations or omissions of material fact were uniformly
15 made to all members of the Class. In addition, it can be reasonably presumed that all Class
16 members, including, Plaintiff, affirmatively acted in response to the representations contained in
17 Defendants' false advertising scheme when purchasing merchandise at Defendant's outlet stores.

18 VI.

19 **FIRST CAUSE OF ACTION**
20 **Violation Unfair Competition Law**
21 **Business and Professions Code § 17200 *et seq.***
22 **(On Behalf of the Class Against Defendants)**

23 39. Plaintiff and the Class incorporate by reference each and every paragraph of this
24 Class Action Complaint as if fully set forth herein.

25 40. The UCL prohibits any business practice that is "unlawful, unfair or fraudulent",
26 as well as any "unfair, deceptive, untrue or misleading" advertising.

27 41. A business act or practice is "unfair" under the UCL if it offends an established
28 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to
consumers, and that unfairness is determined by weighing the reasons, justifications and motives

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1 of the practice against the gravity of the harm to the alleged victims.

2 42. Defendants' actions constitute "unfair" business acts or practices because, as
3 alleged above, Defendants engaged in misleading and deceptive price comparison advertising
4 that represented false "MSRP" prices that were fabricated so that Defendants could represent
5 phantom markdowns. Defendants' acts and practices offended an established public policy, and
6 engaged in immoral, unethical, oppressive, and unscrupulous activities that are substantially
7 injurious to consumers.

8 43. The harm to Plaintiff and Class members outweighs the utility of Defendants'
9 practices. There were reasonably available alternatives to further Defendants' legitimate
10 business interests, other than the misleading and deceptive conduct described herein. Thus,
11 Defendants' conduct, as alleged herein, is unfair under the UCL.

12 44. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
13 members of the consuming public.

14 45. Defendants' acts and practices alleged above have deceived Plaintiff and are
15 likely to deceive members of the public. 16 C.F.R. 233.3 explains the use of a MSRP as follows:

16 Many members of the purchasing public believe that a manufacturer's list price,
17 or suggested retail price, is the price at which an article is generally sold.
18 Therefore, if a reduction from this price is advertised, many people will believe
19 that they are being offered a genuine bargain. To the extent that list or suggested
20 retail prices do not in fact correspond to prices at which a substantial number of
21 sales of the article in question are made, the advertisement of a reduction may
22 mislead the consumer.

23 16 C.F.R. 233.3(a). It concludes:

24 It bears repeating that the manufacturer, distributor or retailer must in every case
25 act honestly and in good faith in advertising a list price, and not with the intention
26 of establishing a basis, or creating an instrumentality, for a deceptive comparison
27 in any local or other trade area. For instance, a manufacturer may not affix price
28 tickets containing inflated prices as an accommodation to particular retailers who
intend to use such prices as the basis for advertising fictitious price reductions.

16 C.F.R. 233.3(i).

46. California law also expressly prohibits false pricing schemes. California Business
and Professions Code Section 17501 entitled "*Value determinations; Former price
advertisement,*" states:

1 For the purpose of this article the worth or value of anything advertised is the
 2 prevailing market price, wholesale if the offer is at wholesale, retail if the offer is
 3 at retail, at the time of publication of such advertisement in the locality wherein
 the advertisement is published.

4 *No price shall be advertised as a former price of any advertised thing, unless the*
 5 *alleged former price was the prevailing market price as above defined within*
 6 *three months next immediately preceding the publication of the advertisement*
 or unless the date when the alleged former price did prevail is clearly, exactly and
 conspicuously stated in the advertisement. [Emphasis added.]

7 47. Plaintiff relied on Defendants' fraudulent and deceptive representations regarding
 8 the "MSRPs" it represented and the corresponding "discounts" for the items that Defendants sell
 9 at their retail outlet stores. Plaintiff relied upon these misrepresentations to her detriment, they
 10 were a substantial cause in influencing Plaintiff's decision to purchase her product, and Plaintiff
 11 would not have purchased the product but for Defendants' misrepresentations.

12 48. Thus, Defendants' conduct, as alleged herein, is "fraudulent" under the UCL.

13 49. A business act or practice is "unlawful" under the UCL if it violates any other law
 14 or regulation.

15 50. As detailed in Plaintiff's Third Cause of Action, California Civil Code Section
 16 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them
 17 as advertised," and subsection (a)(13) prohibits a business from "[m]aking false or misleading
 18 statements of fact concerning reasons for, existence of, or amounts of price reductions."

19 51. Defendants' practices, as set forth herein, are misleading and will continue to
 20 mislead in the future. Consequently, Defendants' practices constitute an unlawful business
 21 practices within the meaning of the UCL.

22 52. Defendants' violation of the UCL through their unlawful, unfair and fraudulent
 23 business practices are ongoing and present a continuing threat that members of the public will be
 24 deceived into purchasing products based on price comparisons of arbitrary and inflated "regular"
 25 prices to "sale" prices. Plaintiff and the class are entitled to preliminary and permanent
 26 injunctive relief ordering Defendants to cease this unfair competition, as well as restitution to
 27 Plaintiff and the Class of all of monies spent associated with the unfair competition, or such
 28 portion of those monies as the Court may find equitable.

VII.

SECOND CAUSE OF ACTION

**Violation of the California False Advertising Law,
California Business & Professions Code § 17500, *et seq.*
(On Behalf of the Class Against Defendants)**

1
2
3
4 53. Plaintiff and the Class incorporate by reference each and every paragraph of this
5 Class Action Complaint as if fully set forth herein.

6 54. California Business and Professions Code section 17500 (the "FAL") provides
7 that "[i]t is unlawful for any...corporation...with intent...to dispose of...personal property...to
8 induce the public to enter into any obligation relating thereto, to make or disseminate or cause to
9 be made or disseminated...from this state before the public in any state, in any newspaper or
10 other publication, or any advertising device, or by public outcry or proclamation, or in any other
11 manner or means whatever, including over the Internet, any statement...which is untrue or
12 misleading, and which is known, or which by the exercise of reasonable care should be known,
13 to be untrue or misleading...."

14 55. The "intent" required by the FAL is the intent to dispose of property, and not the
15 intent to mislead the public in the disposition of such property.

16 56. As stated above, the FAL provides: "[N]o price shall be advertised as a former
17 price of any advertised thing, unless the alleged former prices was the prevailing market
18 price...within three months next immediately preceding the publication of the advertisement or
19 unless the date when the alleged former price did prevail is clearly, exactly, and conspicuously
20 stated in the advertisement." Cal. Bus. & Prof. Code § 17501.

21 57. Defendants' advertising of discounted prices based upon "MSRP" as to their
22 outlet store products were false and misleading misrepresentations as such purported "MSRP"
23 prices were never the true prevailing prices for the goods sold by Defendants at its California
24 outlet locations. Therefore, this advertising was, and is, an unfair, untrue and misleading
25 practice. This deceptive marketing practice gave consumers the false impression that the
26 products were regularly sold on the market for a substantially higher price than they actually
27 were and were worth more than they actually were.

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1 58. Defendants misled consumers by making untrue and misleading statements and
2 failing to disclose what is required as stated in California Business and Professions Code Section
3 17500 *et seq.*, as alleged herein.

4 59. As a direct and proximate result of Defendants' misleading and false
5 advertisements, Plaintiff has suffered injury in fact and has lost money. As such, Plaintiff
6 requests that this Court order Defendants to restore to Plaintiff and all members of the Class all
7 monies Defendants wrongfully received, and to enjoin Defendants from continuing these unfair
8 practices in violation of the FAL in the future. Otherwise, Plaintiff, Class members and the
9 broader general public will be irreparably harmed and/or denied an effective and complete
10 remedy.

VIII.

THIRD CAUSE OF ACTION
Violation of the Consumers Legal Remedies Act ("CLRA"),
California Civil Code § 1750, *et seq.*
(On Behalf of the CLRA Subclass Against Defendants)

14 60. Plaintiff and the CLRA Subclass incorporate by reference each and every
15 preceding paragraph of this Class Action Complaint as if fully set forth herein.

16 61. This cause of action is brought pursuant to the Consumers Legal Remedies Act
17 ("CLRA"), codified in California Civil Code Section 1750, *et seq.* Plaintiff and each member of
18 the proposed CLRA Subclass are "consumers" as defined by California Civil Code § 1761(d).

19 62. Defendants' sale of the products at its factory outlet stores to Plaintiff and the
20 Class were "transactions" within the meaning of California Civil Code § 1761(e).

21 63. The products purchased by Plaintiff and the Class are "goods" within the meaning
22 of California Civil Code § 1761(a).

23 64. Defendants violated, and continue to violate, the CLRA by engaging in the
24 following practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff
25 and the CLRA Subclass which were intended to result in, and did result in, the sale products:

26 a. Advertised goods or services with intent not to sell them as advertised
27 (Cal. Civ. Code Section 1770(a)(9)); and

28 ///

- 1 f. Awarding punitive damages;
- 2 g. Awarding attorneys' fees and costs pursuant to the CLRA (Cal. Civ. Code
- 3 § 1780(e)) and Cal. Civ. Proc. Code § 1021.5; and
- 4 h. For such other and further relief as the Court may deem necessary or
- 5 appropriate.

X.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all of the claims so triable.

Dated: April 11, 2016

STONEBARGER LAW, APC

KEARNEY LITTLEFIELD, LLP

By: 

Gene J. Stonebarger
Richard D. Lambert

Attorneys for the Plaintiff and the Class

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1 Gene J. Stonebarger, State Bar No. 209461
2 Richard D. Lambert, State Bar No. 251148
3 STONEBARGER LAW
4 A Professional Corporation
5 75 Iron Point Circle, Ste. 145
6 Folsom, CA 95630
7 Telephone: (916) 235-7140
8 Facsimile: (916) 235-7141

9 Thomas A. Kearney, State Bar No. 90045
10 Prescott W. Littlefield, State Bar No. 259049
11 KEARNEY LITTLEFIELD, LLP
12 3436 N. Verdugo Rd., Ste. 230
13 Glendale, CA 91208
14 Telephone (213) 473-1900
15 Facsimile (213) 473-1919

16 *Attorneys for Plaintiff and the Class*

FILED
Superior Court Of California,
Sacramento
04/13/2016
jinora
By _____, Deputy
Case Number:
34-2016-00193020

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

17 CERA HINKEY, on behalf of herself and all
18 others similarly situated,

19 Plaintiffs,

20 vs.

21 COACH, INC., a Maryland corporation; and
22 DOES 1-100, inclusive

23 Defendants.

CASE NO.

CLASS ACTION

DECLARATION OF RICHARD D. LAMBERT IN SUPPORT OF VENUE PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

24 I, RICHARD D. LAMBERT, state and declare as follows:

25 1. I am counsel to the Plaintiff in the above-entitled action. I am a competent adult
26 over eighteen years of age and I have personal knowledge of the following facts for which I
27 could and would competently testify to under oath and in open court if called to do so.

28 2. Coach, Inc. does business in the County of San Francisco. It has multiple retail
stores in the city of San Francisco, California.



1 3. I am making this declaration pursuant to California Civil Code section 1780(d), to
2 establish that Coach, Inc. does business in the County of San Francisco.

3 I declare under penalty of perjury under the laws of the State of California and the laws
4 of the United States of America that the foregoing is true and correct and that this Declaration
5 was executed on April 11, 2016 in Folsom, California.

6
7 

8 Richard D. Lambert

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth STREET MAILING ADDRESS: 720 Ninth STREET CITY AND ZIPCODE: Sacramento, CA 95814-1311 BRANCH NAME: Gordon D Schaber Courthouse PHONE NUMBER: (916) 874-5522	<i>FOR COURT USE ONLY</i>
SHORT TITLE: Cera Hinkey on behalf of herself and all others similar	
NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO APPEAR	CASE NUMBER: 34-2016-00193020-CU-NP-GDS

Hearing Date

The above entitled action has been set for a case management conference at 08:30 AM on 10/13/2016 in Department 36 in accordance with California Rules of Court 212. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements

Prior to the filing of the case management statement, the parties should have done the following:

- Served all parties named in the complaint within 60 days after the summons has been issued
- Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
- Met and conferred with all parties as required by CRC 212 (f) to discuss and resolve issues set forth therein.

Tentative Ruling

Following its review of the case management statement(s), the court may determine that a case management conference is not necessary.

To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Thursday calendar by accessing the court's internet website at www.saccourt.ca.gov

Case Management Orders

At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Case Management Notice

Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Certification Filed in Lieu of Case Management Statement

If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

Compliance

Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances

Case management conference will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 04/13/2016

Gerrit W. Wood, Judge of the Superior Court



SUPERIOR COURT OF CALIFORNIA
County of Sacramento
 720 Ninth Street
 Sacramento, CA 95814-1380
 (916) 874-5522—Website www.saccourt.ca.gov

Program Case Notice
Unlimited Civil Case

The Case Management Program (CMP) requires the following timelines to be met in all cases except those that are excluded by California Rule of Court 3.712(b), (c) and (d) and Local Rule 2.46(B), (E) and (F).

Service of Summons	Summons, complaint and program case notice must be served on all named defendants and proofs of service on those defendants must be filed with the court within 60 days from the filing of the complaint. When the complaint is amended to add a new defendant, the added defendant must be served and proofs of service must be filed within 30 days after the filing of the amended complaint. A cross-complaint adding a new party must be served and proofs of service must be filed with the court 30 days from the filing of the cross-complaint.
Statement of Damages	If a statement of damages pursuant to Section 425.11 of the Code of Civil Procedure or a statement of punitive damages is required, it must be served with the summons and complaint.
Responsive Pleadings	If a responsive pleading is not served within the time limits and no extension of time has been granted, the plaintiff within 10 days after the time for service has elapsed must file a request for entry of default. Parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint. No extensions of time to respond beyond 105 days from the filing of the complaint may be given.
Judgment by Default	When default is entered, the party who requested the entry of default must apply for a default judgment against the defaulting party within 45 days after entry of default, unless the court has granted an extension of time.
Case Management Statement	The court will provide a notice of case management conference on the filing parties at the time that the case is filed with the court. A case management statement shall be filed at least 15 calendar days prior to the date set for the case management conference.
Mediation Statement	The Mediation Statement shall be filed concurrently with the Case Management Statement, unless the parties have filed a Stipulation for Alternative Dispute Resolution form with the ADR Administrator at any time up to 15 calendar days prior to the Case Management Conference, as required by Local Rule 2.51(E).
Meet and Confer	Parties must meet and confer, in person or by telephone as required in California Rules of Court 3.724 at least 30 calendar days before the case management conference date.
Case Management Conference	A case management conference is generally held within 180 days of the filing of the complaint.

Failure to comply with the program rules may result in the imposition of sanctions or an order to show cause. Please refer to Local Rules Chapter Two – Part 4 for more information.

NOTE: THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT.

Program Case Notice (Unlimited Civil Case)



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
SACRAMENTO, CALIFORNIA, 95814
916-874-5522
WWW.SACCOURT.CA.GOV

**ALTERNATIVE DISPUTE RESOLUTION
INFORMATION PACKAGE**

Recognizing that many civil disputes can be resolved without the time and expense of traditional civil litigation, the Superior Court of California, County of Sacramento (Sacramento County Superior Court), strongly encourages parties in civil cases to explore and pursue the use of Alternative Dispute Resolution.

What is Alternative Dispute Resolution?

Alternative Dispute Resolution (ADR) is the general term applied to a wide variety of dispute resolution processes which are alternatives to lawsuits. Types of ADR processes include:

- Arbitration
- Mediation
- Settlement Conferences
- Private judging
- Neutral evaluation
- Mini-trials
- Negotiation and *hybrids* of these processes

All ADR processes offer a partial or complete alternative to traditional court litigation for resolving disputes. At the present time, the Sacramento County Superior Court offers Mediation and Arbitration.

What are the advantages of using ADR?

ADR can have a number of advantages over traditional court litigation.

- * **ADR can save time.** Even in a complex case, a dispute can be resolved through ADR in a matter of months or weeks, while a lawsuit can take years.
- * **ADR can save money.** By producing earlier settlements, ADR can save parties and courts money that might otherwise be spent on litigation costs (attorneys fees and court expenses.)
- * **ADR provides more participation.** Parties have more opportunity with ADR to express their own interests and concerns, while litigation focuses exclusively on the parties' legal rights and responsibilities.
- * **ADR provides more control and flexibility.** Parties can choose the ADR process most appropriate for their particular situation and that will best serve their particular needs.
- * **ADR can reduce stress and provide greater satisfaction.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere found in litigation. Surveys of disputants who have gone through ADR have found that satisfaction with ADR is generally high, especially among those with extensive ADR experience.

Arbitration and Mediation

Although there are many different types of ADR processes, the types most commonly used to resolve disputes in California state courts are Arbitration and Mediation. The Sacramento County Superior Court currently offers pre-screened panelists with experience and training in each of the following areas.

Arbitration. An Arbitrator hears evidence presented by the parties, makes legal rulings, determines facts and makes an Arbitration award. Arbitration awards may be entered as judgments in accordance with the agreement of the parties or, where there is no agreement, in accordance with California statutes. Arbitration can be binding if the parties so agree in writing. If there is no such agreement, either party can reject the Arbitration award and request a trial.



Mediation. Mediation is a voluntary, informal, confidential process in which the Mediator, a neutral third party, facilitates settlement negotiations. The Mediator improves communication by and among the parties, helps parties clarify facts, identify legal issues, explore options and arrive at a mutually acceptable resolution of the dispute.

Litigants are encouraged to use an ADR process as early in the case as circumstances permit. All appropriate cases will be reviewed for referral to ADR at the Case Management Conference(CMC).

ADR Procedures for the Sacramento County Superior Court

Upon filing a complaint or cross-complaint, the plaintiff/cross-complainant must acquire this information package from the Court's Website, <http://www.saccourt.ca.gov>, or the Superior Court Clerk. Plaintiff is required to include the ADR Information Package when he or she serves the Complaint on the Defendant.

The court's ADR Panel List is available on-line at <http://www.saccourt.ca.gov> or may be obtained at the Civil Filing Counter at the Gordon D. Schaber Sacramento County Courthouse, 720 Ninth Street, Room 101, Sacramento, CA 95814.

Mediation.

All parties to the dispute may voluntarily agree to submit the case to a neutral Mediator, either through a court-appointment or through a private arrangement. The parties may choose either of the following Mediation choices:

Private Mediation. Parties to a civil action agree to mediate their dispute with a Mediator of their choice without court assistance. The cost of Mediation must be borne by the parties equally unless the parties agree otherwise. Parties will be charged an amount as set by the Mediator (refer to the ADR Panel List for current rates).

Court Mediation. Upon stipulation of the parties, a Mediator and alternate Mediator will be selected from the court-approved list of neutrals (ADR Panel List). The court will confirm the selected Mediator and notice parties by mail.

The Mediator is then responsible for contacting the parties to confirm a date, time, and place for Mediation. Mediators on the court's approved ADR Panel List have agreed to provide up to three (3) hours of pro-bono Mediation. In the event the Mediation extends beyond 3 hours and parties determine it would be beneficial to continue the Mediation process; the parties will independently be responsible for compensating the Mediator in an amount as set by the Mediator.

UNLIMITED CIVIL CASES

- A *Stipulation and Order to Mediation – Unlimited Civil Cases*, Form CVE-MED-179 (see attached) may be filed with the court at any time up to 15 calendar days prior to the Case Management Conference.
- If the parties do not stipulate to Mediation prior to their CMC, they may indicate their willingness to stipulate to Mediation at the CMC. In that event, parties must submit a *Stipulation and Order to Mediation – Unlimited Civil Cases* within 14 calendar days after their CMC.
- A *Mediation Statement* must be filed with the *Case Management Statement*.

LIMITED CIVIL CASES

- Parties may select and conduct voluntary Private Mediation without notification to the Court.
- Parties may stipulate to court mediation by filing a *Stipulation and Order to Arbitration/Mediation - Limited Civil Cases* form (CVE-203) at any time after the filing of the Limited Civil Case Status Memorandum form (CVE-202). This form is located on the court's website at <http://www.saccourt.ca.gov>. A *Stipulation and Order to Arbitration/Mediation – Limited Civil Cases* MUST be filed concurrently or subsequent to a Limited Civil Case Status Memorandum.



Arbitration

UNLIMITED CIVIL CASES

- Plaintiff may elect, the parties may stipulate, or the judge may Order the case to Arbitration. Parties will be asked to select an Arbitrator and three alternate Arbitrators from the court's ADR Panel List. The court will send a Notice of Appointment and an appropriate Order to Arbitration to all parties.
- Arbitrations are conducted pursuant to California Rules of Court, rules 3.810 through 3.830, and Local Rules Chapter 2, Part 5. Unless otherwise stipulated, an Award of Arbitrator is not binding upon the parties provided that they file a timely Request for Trial De Novo pursuant to California Rules of Court, rule 3.826. Upon the filing of a timely Request for Trial De Novo, the case will proceed to a Trial-Setting Conference. If no timely Request for Trial De Novo is filed, judgment based upon the Award of Arbitrator will be entered pursuant to California Rules of Court, rule 3.827.

LIMITED CIVIL CASES

Arbitration may occur in a limited civil case under the following circumstances:

- When all parties stipulate to arbitration pursuant to Code of Civil Procedure section 1141.12. A stipulation for arbitration shall be filed using the Court's local form, Stipulation and Order to Arbitration/Mediation – Limited Civil Cases form (CVAE-203). A Stipulation and Order to Arbitration/Mediation – Limited Civil Cases MUST be filed concurrently or subsequent to a Limited Civil Case Status Memorandum form (CVAE-202).
- When plaintiff elects to refer the case to judicial arbitration. A written election by the plaintiff to submit an action or proceeding to arbitration shall be filed using the Court's local form, Limited Civil Case Status Memorandum form (CVAE-202).

Additional Information

For additional information regarding the Court's ADR program, please go to the Court's website
<http://www.saccourt.ca.gov>.

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PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. **Trial date**

a. The trial has been set for (date):

b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one):

a. days (specify number):

b. hours (short causes) (specify):

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference (specify code section):

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete mediation by (<i>date</i>): <input type="checkbox"/> Mediation completed on (<i>date</i>):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete settlement conference by (<i>date</i>): <input type="checkbox"/> Settlement conference completed on (<i>date</i>):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete neutral evaluation by (<i>date</i>): <input type="checkbox"/> Neutral evaluation completed on (<i>date</i>):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete judicial arbitration by (<i>date</i>): <input type="checkbox"/> Judicial arbitration completed on (<i>date</i>):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete private arbitration by (<i>date</i>): <input type="checkbox"/> Private arbitration completed on (<i>date</i>):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete ADR session by (<i>date</i>): <input type="checkbox"/> ADR completed on (<i>date</i>):

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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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11. Insurance

- a. Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (*name party*):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|--------------------|-------------|
| | | |
- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT: _____	

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Cera Hinkey, on behalf of herself and all others similarly situated
(b) County of Residence of First Listed Plaintiff Placer County, CA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Gene J. Stonebarger, Stonebarger Law, 75 Iron Point Circle, Suite 145, Folsom, CA 95630, (916) 235-7140
Thomas A. Kearney, Kearney Littlefield LLP, 3436 N. Verdugo Rd., Suite 230, Glendale, CA 91208, (213) 473-1900

DEFENDANTS
Coach, Inc., a Maryland Corporation; and DOES 1-100, inclusive
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Jason S. Takenouchi, Kasowitz, Benson, Torres & Friedman LLP, 101 California Street, Suite 2300, San Francisco, CA 94111, (415) 421-6140
Aaron H. Marks, Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway New York, NY 10019, (212) 506-1721

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)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332, 1453
Brief description of cause:
Removal of a putative class action alleging false and misleading advertising

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ Injunction, restitution, damages, and attorneys' fees
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE Valerie E. Caproni, S.D.N.Y.
DOCKET NUMBER 1:16-cv-03677; 1:16-cv-01122; 1:16-cv-03773

DATE 06/16/2016
SIGNATURE OF ATTORNEY OF RECORD /s/ Jason S. Takenouchi

FOR OFFICE USE ONLY

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

1 AARON H. MARKS (*pro hac vice* application to be submitted)
2 KEVIN A. CYRULNIK (*pro hac vice* application to be submitted)
3 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
4 1633 Broadway
5 New York, NY 10019
6 Telephone: (415) 506-1700
7 Facsimile: (415) 506-1800
8 Email: aamarks@kasowitz.com
9 Email: kcyrulnik@kasowitz.com

6 JASON S. TAKENOUCHI (Bar No. 234835)
7 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
8 101 California Street, Suite 2300
9 San Francisco, California 94111
10 Telephone: (415) 421-6140
11 Facsimile: (415) 398-5030
12 Email: jtakenouchi@kasowitz.com

10 Attorneys for Defendant
11 COACH, INC.

12 **UNITED STATES DISTRICT COURT**

13 **EASTERN DISTRICT OF CALIFORNIA**

14 CERA HINKEY, on behalf of herself and
15 others similarly situated,

16 Plaintiff,

17 v.

18 COACH, INC., a Maryland Corporation;
19 and DOES 1-100, inclusive,

20 Defendants.

Case No.

RULE 7.1 STATEMENT

21 Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, defendant Coach, Inc., by
22 and through its undersigned counsel, certifies that it has no parent corporation and there is no
23 publicly held corporation owning 10% or more of its stock.
24
25
26
27
28

1 Dated: June 16, 2016

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

2 By: /s/ Jason S. Takenouchi

3 Jason S. Takenouchi
4 101 California Street, Suite 2300
5 San Francisco, California 94111
6 Telephone: (415) 421-6140
7 Facsimile: (415) 398-5030

Attorneys for Defendant Coach, Inc.

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