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CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES, CA  
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FILED

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 BURBERRY LIMITED,

12 Plaintiff,

13 v.

14 HEELING SPORTS LIMITED, aka  
15 HEELING SPORTS LIMITED  
16 PARTNERSHIP,

17 and

18 HEELYS, INC.,

19 Defendants.  
20  
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22  
23  
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CV08-03639 GW (CWx)

Case No.

COMPLAINT FOR:

- (1) Infringement of Registered Trademarks in Violation of Section 32 of the Lanham Act;
- (2) False Designation of Origin and Trade Dress Infringement in Violation of Section 43(a) of the Lanham Act;
- (3) Trademark Dilution in Violation of Section 43(c) of the Lanham Act;
- (4) Trademark Dilution in Violation of California Bus. & Prof. Code § 14247;
- (5) Unfair Competition in Violation of California Bus. & Prof. Code §§17200 *et seq.*; and
- (6) Common Law Unfair Competition.

**Demand for Jury Trial**

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1 Plaintiff Burberry Limited (“Burberry”) complains and alleges against  
2 Defendants Heeling Sports Limited, aka Heeling Sports Limited Partnership, and  
3 Heelys, Inc. (collectively and individually, “Defendants”) as follows:

4 **JURISDICTION AND VENUE**

5 1. This action is based on Section 32(1)(a) of the Lanham Act, 15 U.S.C.  
6 § 1114; Sections 43(a) and (c) of the Lanham Act, 15 U.S.C. §§ 1125(a) and (c);  
7 California Business & Professions Code §§ 14247, and 17200; and common law unfair  
8 competition in California.

9 2. This Court has jurisdiction over the subject matter of this action pursuant  
10 to Section 39 of the Lanham Act, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331, 1332 and  
11 1338, and has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a). Complete  
12 diversity exists among the parties, and the amount in controversy exceeds \$75,000

13 3. Upon information and belief, Defendants conduct business in this District  
14 and a substantial part of the events giving rise to the claims herein occurred in this  
15 District. Venue in this Court is therefore proper under 28 U.S.C. §§ 1391(b) and (c).

16 **SUMMARY OF ACTION**

17 4. This action concerns Defendants’ willful infringement of Burberry’s  
18 famous, federally-registered BURBERRY CHECK trademark (the “BURBERRY  
19 CHECK”), as described herein, and the equally famous BURBERRY® mark and name.  
20 For over three-quarters of a century, Burberry has devoted substantial resources to  
21 promoting the goodwill of the BURBERRY CHECK and BURBERRY® mark and  
22 name for a broad variety of goods, including wearing apparel and accessories. As a  
23 result of these efforts, these marks have become among the most famous marks in this  
24 country for such products.

25 5. Attempting to capitalize on the goodwill and fame associated with the  
26 BURBERRY CHECK and BURBERRY® mark and name, Defendants sell and  
27 distribute, without Burberry’s authorization, footwear bearing a check (the “Infringing  
28 Check”) that is identical to the BURBERRY CHECK, in shoe boxes displaying the

1 BURBERRY® mark and name.

2 6. Through their action, Defendants have misled, and continue to mislead,  
3 consumers into thinking that Burberry is affiliated, connected, or associated with  
4 Defendants, and/or that Burberry sponsors, endorses, licenses, or otherwise approves of  
5 Defendants' products. Defendants' use of marks identical to Burberry's trademarks  
6 also dilutes the value of Burberry's marks. Unless enjoined, Defendants' conduct will  
7 continue to injure both Burberry and the public.

### 8 THE PARTIES

9 7. Plaintiff Burberry Limited (UK) is a corporation duly organized and  
10 existing under the laws of the United Kingdom with a principal place of business at 18-  
11 22 Haymarket, SW1Y 4DQ, United Kingdom.

12 8. Upon information and belief, Defendant Heelys, Inc. is a corporation duly  
13 organized and existing under the laws of Delaware with a principal place of business at  
14 3200 Belmeade Dr., Suite 100, Carrollton, Texas 75006.

15 9. Upon information and belief, Defendant Heeling Sports Limited, aka  
16 Heeling Sports Limited Partnership,, a subsidiary of Heelys, Inc., is a Texas limited  
17 partnership with a principal place of business at 3200 Belmeade Dr., Suite 100,  
18 Carrollton, Texas 75006. Upon information and belief, Heeling Sports Limited is  
19 qualified to do business in the State of California.

### 20 BACKGROUND

#### 21 A. The BURBERRY CHECK and BURBERRY® Trademarks

22 10. Burberry is an internationally recognized luxury brand with a worldwide  
23 distribution. Burberry first used the BURBERRY CHECK to line trench coats in the  
24 1920s. Use of the BURBERRY CHECK then extended to accessories in the 1960s.  
25 Since then, this famous check has continuously appeared on BURBERRY products  
26 sold nationwide such as footwear, handbags, clothing, luggage, umbrellas and other  
27 items. Burberry's merchandise bearing the BURBERRY CHECK is sold in high-end  
28 department stores and in other authorized retail establishments.

1           11. What makes the BURBERRY CHECK so unique is the particular  
2 configuration of its intersecting and parallel lines. The BURBERRY CHECK displays  
3 a series of matching parallel lines, intersecting with the same number and configuration  
4 of perpendicular lines. The intersection of these grouped and matching parallel lines  
5 forms a series of squares at their intersection – each square deeper in saturation than the  
6 lines themselves. This also creates larger open framed squares in the areas of non-  
7 intersection. A single, much thinner line of a contrasting color, running on both the  
8 horizontal and vertical planes, intersects in the center of these framed squares. Burberry  
9 offers apparel and accessories featuring the BURBERRY CHECK in a number of color  
10 schemes. Photographs showing the BURBERRY CHECK are attached collectively as  
11 Exhibit A hereto.

12           12. Among the most famous color schemes for the BURBERRY CHECK is  
13 the Nova Check, which features a camel-colored background with black and white  
14 intersecting parallel lines, as well as a contrasting red stripe. The Nova Check, also  
15 shown in Exhibit A, is the most popular of Burberry's checks, and appears on  
16 everything from footwear and handbags to coats and swimwear.

17           13. Burberry's distinctive BURBERRY CHECK is registered in almost 100  
18 countries. In the United States alone, Burberry holds at least 9 registrations for the  
19 BURBERRY CHECK for products ranging from footwear and hats to coats and  
20 scarves. The U.S. Patent and Trademark Office records for these registrations are  
21 collectively attached hereto as Exhibit B. Among other things, Burberry owns a  
22 registration for a variety of the BURBERRY CHECK, in which Burberry claims that  
23 colors appearing in the Nova Check – the very same colors that Defendants use. *See*  
24 *Registration No. 2,022,789*. These registrations for the BURBERRY CHECK are in  
25 full force and effect and many have become incontestable pursuant to 15 U.S.C. § 1065.

26           14. Burberry designs and/or licenses, assembles, finishes, markets, and sells in  
27 interstate commerce high quality footwear, handbags, clothing, luggage, umbrellas and  
28 many other products bearing the BURBERRY CHECK, including the Nova Check.

1 The BURBERRY CHECK has thus been used by Burberry on, and in connection with,  
2 the advertising and sale of Burberry's products, in interstate and intrastate commerce,  
3 including commerce in the State of California and in this District.

4 15. Plaintiff Burberry has used the world-famous BURBERRY® word mark in  
5 U.S. commerce for nearly 100 years, since 1910. Among the many registrations that  
6 Burberry owns for this word mark are two federal registrations based on use in  
7 commerce as early as 1910. *See* Registration Nos. 259,571 and 260,843 (for goods  
8 including shoes).

9 16. Photographs showing the BURBERRY CHECK and BURBERRY®  
10 products featuring the BURBERRY CHECK are attached collectively as Exhibit A  
11 hereto. To Burberry's knowledge, no other manufacturer of clothing or accessories  
12 lawfully uses a check that is the same as, or confusingly similar to, the BURBERRY  
13 CHECK (including the Nova Check) without Burberry's consent.

14 **B. Defendants and Their Infringing Activities**

15 17. Upon information and belief, Defendants sell children's shoes nationwide  
16 in retail stores including the "Kids Foot Locker."

17 18. Through its agents, Burberry has purchased children's shoes manufactured  
18 by Defendants. Among other places, Burberry's agents purchased such shoes bearing  
19 the Infringing Check in this judicial district. These shoes are covered, both outside and  
20 inside, in cloth displaying a check identical to Burberry's Nova Check. Specifically, the  
21 shoes show a series of matching white and black parallel lines against a tan background,  
22 intersecting with the same number and configuration of white and black perpendicular  
23 lines, as well as thinner, contrasting red lines. In addition, the shoes are sold in  
24 shoeboxes bearing the BURBERRY® mark and name, which also indicate that the  
25 shoes are manufactured in China. *See* Exhibit C (showing the Infringing Check as used  
26 on Defendants' shoes, and the BURBERRY® mark and name as appearing on the  
27 shoebox in the phrase "White/Tan/Burberry Plaid").

28 19. Burberry has not authorized the use of its Nova Check or any other

1 BURBERRY CHECK on or in connection with Defendants' shoes. Similarly, Burberry  
2 has not authorized the use of its BURBERRY® mark and name in connection with the  
3 sale and distribution of Defendants' shoes.

4 20. Upon information and belief, Defendants have deliberately traded upon  
5 Burberry's famous BURBERRY CHECK to reap immediately the benefits that  
6 Burberry established over many years.

7 21. Burberry has contacted Defendants on numerous occasions, given  
8 Defendants specific notice of the nature of their unlawful acts, and demanded that  
9 Defendants cease their infringing conduct. Nonetheless, Defendants have, with full  
10 notice of Burberry's rights, failed to cease their illegal actions.

11 22. Through their actions, Defendants are, intentionally and with knowledge,  
12 seeking to cause consumer deception, mistake, and consumer confusion. Defendants'  
13 continued acts of trademark infringement, trademark dilution, unfair competition and  
14 passing off threaten to damage the reputation of Burberry as well as the Burberry  
15 trademarks. Among other things, Burberry is likely to suffer a loss of goodwill  
16 associated with Burberry's marks as a direct and indirect result of Defendants' acts.

17 **FIRST CLAIM FOR RELIEF**

18 **INFRINGEMENT OF REGISTERED TRADEMARKS**

19 **IN VIOLATION OF SECTION 32 OF THE LANHAM ACT**

20 23. Burberry hereby incorporates by reference and re-alleges each and every  
21 allegation of Paragraphs 1 through 22 above.

22 24. Section 32(1)(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a), prohibits any  
23 person from using in commerce, without the consent of the registrant:

24 any reproduction, counterfeit, copy, or colorable imitation of a registered mark  
25 in connection with the sale, offering for sale, distribution, or advertising of  
26 any goods or services on or in connection with which such use is likely to  
27 cause confusion, or to cause mistake, or to deceive . . . .

28 25. The BURBERRY® trademark is distinctive, nonfunctional and has

1 acquired secondary meaning so that the public associates this mark exclusively with  
2 Burberry. This mark is federally registered for a variety of products, including the very  
3 same products in connection with which Defendants use the mark, namely, footwear.  
4 *See, e.g.*, Registration Nos. 260,843 (renewed registration for BURBERRY for shoes  
5 made of “leather, rubber or fabric” for men, women or children); 2,629,988 (THOMAS  
6 BURBERRY for “sports footwear”); and 3,202,484 (BURBERRY LONDON for  
7 “sports footwear”).

8         26. In addition, as emphasized above, the BURBERRY CHECK is federally  
9 registered. The variations of the BURBERRY CHECK, as registered, are  
10 nonfunctional, fanciful and arbitrary and are associated in the mind of the public  
11 uniquely with Plaintiff Burberry.

12         27. Based on Burberry’s extensive advertising, sales, and the popularity of its  
13 high quality products, the BURBERRY CHECK has also acquired secondary meaning  
14 so that the public associates this mark exclusively with Burberry.

15         28. Defendants are using the Infringing Check, and the BURBERRY® mark  
16 and name, in U.S. commerce in connection with Defendants’ distribution, sale and/or  
17 offering for sale of their shoes.

18         29. Defendants have intentionally and knowingly used the Infringing Check  
19 and BURBERRY® mark and name without Burberry’s consent or authorization.  
20 Defendants’ use, including the distribution, sale, and/or offering for sale of products  
21 bearing the Infringing Check and BURBERRY® mark and name in interstate  
22 commerce, is likely to cause confusion and/or mistake in the minds of the public,  
23 leading the public to believe that Defendants’ products, including their shoes bearing  
24 the Infringing Check, emanate or originate from Burberry, or that Burberry has  
25 approved, sponsored or otherwise associated itself with Defendants or their products.

26         30. Defendants’ unauthorized use of the Infringing Check as set forth above  
27 has resulted in Defendants unfairly benefiting from Burberry’s advertising and  
28 promotion and from the resultant goodwill in the BURBERRY CHECK and

1 BURBERRY® mark and name, all to the substantial and irreparable injury of the public  
2 and Burberry, and the goodwill symbolized by Burberry's marks.

3 31. Defendants' wrongful acts will continue unless enjoined by this Court.

4 32. Because Defendants have willfully intended to infringe Burberry's marks,  
5 Burberry is entitled, pursuant to 15 U.S.C. §§ 1117 and 1125(c)(2), to recover the  
6 following: (i) Defendants' profits; (ii) Burberry's damages; (iii) Burberry's costs of  
7 suit; and (iv) Burberry's reasonable attorneys' fees. Based upon the circumstances of  
8 the case, including the willful nature of Defendants' conduct, Burberry is further  
9 entitled to recover treble the amount found as actual damages pursuant to 15 U.S.C.  
10 § 1117.

## 11 **SECOND CLAIM FOR RELIEF**

### 12 **FALSE DESIGNATION OF ORIGIN AND TRADE DRESS INFRINGEMENT**

#### 13 **IN VIOLATION OF SECTION 43(a) OF THE LANHAM ACT**

14 33. Burberry hereby incorporates by reference and re-alleges each and every  
15 allegation of Paragraphs 1 through 32 above.

16 34. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1), provides that:

17 Any person who, on or in connection with any goods or services, . . .  
18 uses in commerce any word, term, name, symbol, or device, or any  
19 combination thereof, or any false designation of origin, false or  
20 misleading description of fact, or false or misleading representation of  
21 fact, which

22 (A) is likely to cause confusion, or to cause mistake,  
23 or to deceive as to the affiliation, connection, or  
24 association of such person with another person, or as  
25 to the origin, sponsorship, or approval of his or her  
26 goods, services, or commercial activities by another  
27 person, or

28 (B) in commercial advertising or promotion,  
misrepresents the nature, characteristics, qualities, or  
geographic origin of his or her or another person's  
goods, services, or commercial activities, shall be



1                   liable in a civil action by any person who believes  
2                   that he or she is or is likely to be damaged by such  
3                   act.

4           35.    By making unauthorized use, in interstate commerce, of the Infringing  
5    Check and BURBERRY® mark and name, Defendants have used a “false designation  
6    of origin” that is likely to cause confusion, mistake or deception as to the affiliation or  
7    connection of Defendants with Burberry and/or as to the sponsorship or approval of  
8    Defendants’ goods by Burberry, in violation of Section 43(a) of the Lanham Act, 15  
9    U.S.C. § 1125(a). Defendants’ acts as alleged herein misrepresent the nature,  
10   characteristics, or qualities of their goods, services, or commercial activities.

11           36.    Defendants’ acts constitute the use in commerce of false designations of  
12   origin, false and/or misleading descriptions or representations, and trade dress  
13   infringement, tending to describe and/or represent, in a false or misleading fashion,  
14   Defendants’ products as those of Burberry in violation of Section 43(a) of the Lanham  
15   Act, 15 U.S.C. § 1125(a).

16           37.    Defendants’ wrongful acts will continue unless enjoined by this Court.

17           38.    Defendants’ acts have caused and will continue to cause irreparable injury  
18   to Burberry. Burberry has no adequate remedy at law and is thus damaged in an  
19   amount not yet determined.

20           39.    Because Defendants have willfully intended to infringe Burberry’s marks,  
21   Burberry is entitled, pursuant to 15 U.S.C. §§ 1117 and 1125(c)(2), to recover the  
22   following: (i) Defendants’ profits; (ii) Burberry’s damages; (iii) Burberry’s costs of  
23   suit; and (iv) Burberry’s reasonable attorneys’ fees. Based upon the circumstances of  
24   the case, including the willful nature of Defendants’ conduct, Burberry is further  
25   entitled to recover treble the amount found as actual damages pursuant to 15 U.S.C.  
26   § 1117.

27   ///

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1 **THIRD CLAIM FOR RELIEF**

2 **TRADEMARK DILUTION**

3 **IN VIOLATION OF SECTION 43(c) OF THE LANHAM ACT**

4 40. Burberry hereby incorporates by reference and re-alleges each and every  
5 allegation contained in Paragraphs 1–39 above.

6 41. Plaintiffs' BURBERRY CHECK and BURBERRY ® mark are famous  
7 and distinctive within the meaning of Section 43(c) of the Lanham Act, 15 U.S.C.  
8 § 1125(c).

9 42. The BURBERRY CHECK is an inherently distinctive mark that has been  
10 in use for decades nationwide, and plays a prominent role in Plaintiffs' marketing,  
11 advertising, and the popularity of their products across many different media. So, too,  
12 the BURBERRY® word mark is distinctive and has acquired significant secondary  
13 meaning through longstanding use. Both of these marks became famous long before  
14 Defendants began using the Infringing Check on their products. The BURBERRY  
15 CHECK and BURBERRY® mark have garnered widespread publicity and public  
16 recognition in California and elsewhere nationwide. To enhance its rights further,  
17 Burberry has obtained several federal registrations entitling it to nationwide rights in  
18 these marks.

19 43. Defendants use their Infringing Check and the BURBERRY® word mark  
20 in U.S. commerce in connection with their distribution, sale and/or offering for sale of  
21 their goods.

22 44. Defendants' use of the Infringing Check and BURBERRY® mark actually  
23 dilutes, or is likely to dilute, the distinctive quality of the BURBERRY CHECK and  
24 BURBERRY® word mark, and thus lessens the capacity of the BURBERRY CHECK  
25 and BURBERRY® word mark to identify and distinguish Burberry's goods.  
26 Defendants' unlawful use of the Infringing Check and BURBERRY® mark cause  
27 blurring in the minds of consumers between Burberry and Defendants, as well as  
28 between genuine BURBERRY® merchandise and Defendants' goods, thereby lessening

1 the capacity of the BURBERRY CHECK and BURBERRY® word mark to serve as a  
2 unique identifiers of Burberry's products.

3 45. By the acts described above, Defendants have intentionally and willfully  
4 diluted, or are likely to dilute, the distinctive quality of the famous BURBERRY  
5 CHECK and BURBERRY® word mark in violation of Section 43(c) of the Lanham  
6 Act, 15 U.S.C. § 1125(c).

7 46. Defendants' wrongful acts will continue unless enjoined by this Court.

8 47. Defendants' acts have caused and will continue to cause irreparable injury  
9 to Burberry. Burberry has no adequate remedy at law and is thus damaged in an  
10 amount not yet determined.

#### 11 **FOURTH CLAIM FOR RELIEF**

#### 12 **TRADEMARK DILUTION**

#### 13 **IN VIOLATION OF CALIFORNIA BUS. & PROF. CODE § 14247**

14 48. Burberry hereby incorporates by reference and re-alleges each and every  
15 allegation contained in Paragraphs 1–47 above.

16 49. By virtue of Burberry's prominent, long, and continuous use of the  
17 BURBERRY CHECK and BURBERRY® mark in interstate commerce and within the  
18 State of California, such marks have become famous and distinctive within the meaning  
19 of California Business & Professions Code § 14247 since long before Defendants began  
20 use of the Infringing Check and began misappropriating the BURBERRY® word mark.  
21 Among other things, the BURBERRY CHECK and BURBERRY® word mark are  
22 widely recognized by the general consuming public of California, and nationwide, as a  
23 designation of source of the goods of Burberry.

24 50. As alleged above, Defendants' intentional use, without Burberry's  
25 authorization or consent, of the Infringing Check and BURBERRY® mark, in U.S.  
26 commerce is likely to dilute of Burberry's famous marks and to lessen the capacity of  
27 the BURBERRY CHECK and BURBERRY® mark to identify and distinguish  
28 Burberry's goods and services.

1           51. Burberry has no adequate remedy at law for the foregoing wrongful  
2 conduct. Burberry has been, and absent injunctive relief will continue to be, irreparably  
3 harmed by Defendants' actions. Burberry is also entitled to an award of treble its  
4 damages and treble Defendants' profits resulting from Defendants' willful conduct.

5   **FIFTH CLAIM FOR RELIEF**

6   **UNFAIR COMPETITION IN VIOLATION OF**

7   **CALIFORNIA BUS. & PROF. CODE §§ 17200 ET SEQ.**

8           52. Burberry hereby incorporates by reference and re-alleges each and every  
9 allegation contained in Paragraphs 1-51 above.

10           53. Defendants' conduct as alleged herein constitutes unlawful, unfair, or  
11 fraudulent business practices in violation of California Business & Professions Code  
12 §§ 17200 *et seq.*

13           54. Defendants' wrongful acts threaten to cause substantial injury to Burberry,  
14 including without limitation, infringement of the BURBERRY CHECK and  
15 BURBERRY® word mark, confusion of existing and potential customers, diminution in  
16 the value of these marks, and loss of goodwill.

17           55. Defendants' wrongful acts will continue unless enjoined by this Court.

18           56. Defendants' acts have caused and will continue to cause irreparable injury  
19 to Burberry. Burberry has no adequate remedy at law and is thus damaged in an  
20 amount not yet determined. Burberry is entitled to an injunction against Defendants'  
21 continued unlawful, unfair and fraudulent business practices, restitution and an award of  
22 its attorneys' fees.

23   **SIXTH CLAIM FOR RELIEF**

24   **COMMON LAW UNFAIR COMPETITION**

25           57. Burberry hereby incorporates and re-alleges each and every allegation  
26 contained in Paragraphs 1-56 above.

27           58. Defendants' acts as alleged herein constitute unfair competition under  
28 California common law. Defendants are deceptively attempting to "pass off"

1 themselves and their products as those of Burberry, or as somehow related or associated  
2 with, or sponsored or endorsed by, Burberry, thereby exploiting Burberry's reputation  
3 and goodwill in the marketplace. Defendants' acts and conduct are likely to confuse the  
4 public into believing that the products being sold or distributed by Defendants are  
5 sponsored, approved or authorized by Burberry in violation of Burberry's rights under  
6 the common law of unfair competition of the State of California.

7 59. Defendants' wrongful acts have injured and threaten to continue to injure  
8 Burberry. Among other things, Defendants have, or imminently will, realize revenue  
9 and profits by virtue of their wrongful acts that they would not otherwise have obtained  
10 and to which they are is not entitled. Moreover, Burberry has been injured and will  
11 continue to incur attorneys' fees and costs in bringing the present action.

12 60. Defendants' wrongful acts have caused and will continue to cause  
13 Burberry substantial injury, including infringement of the BURBERRY CHECK and  
14 BURBERRY® marks, confusion of existing and potential customers, and diminution in  
15 the value of Burberry's marks.

16 61. Burberry has no adequate remedy at law for the foregoing wrongful  
17 conduct. Burberry has been, and absent injunctive relief will continue to be, irreparably  
18 harmed by Defendants' actions. Burberry is also entitled to damages and to reasonable  
19 attorneys' fees and costs as a result of Defendants' willful conduct.

20 62. Upon information and belief, Defendants' conduct is oppressive,  
21 fraudulent, and malicious, thus entitling Burberry to an award of punitive damages.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Burberry prays that the Court enter judgment against  
24 Defendants and in Burberry's favor on all of the claims for relief set forth herein and  
25 as follows:

- 26 1. For an injunction preliminarily and permanently restraining and  
27 enjoining relief against Defendants and their divisions, subsidiaries, officers,  
28 agents, servants, employees, and attorneys, and all those persons in active

1 concert or participation with them who receive actual notice of the order by  
2 personal service or otherwise, from:

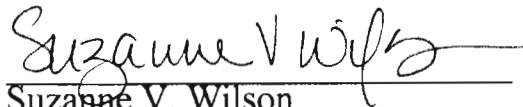
- 3 (1) Using the BURBERRY® mark and name, or any marks or names  
4 confusingly similar thereto, in U.S. commerce;  
5 (2) Using the BURBERRY CHECK, or any mark or trade dress  
6 confusingly similar thereto, in U.S. commerce.

7 2. For an order awarding Burberry: (i) Defendants' profits derived from  
8 their unlawful conduct and Burberry's actual damages to the full extent  
9 provided for by Section 35 of the Lanham Act, 15 U.S.C. § 1117, with  
10 damages awarded under 15 U.S.C. § 1117 trebled; (ii) Defendants' profits  
11 derived from their unlawful conduct and Burberry's actual damages to the full  
12 extent provided for by California Business & Professions Code §§ 14247 and  
13 14250, with profits and damages trebled pursuant to California Business &  
14 Professions Code § 14250; (iii) an award of restitution and disgorgement to the  
15 full extent provided for by California Business & Professions Code §§ 17200,  
16 *et seq.*; (iv) actual and punitive damages under the common law; and  
17 (v) attorneys' fees and costs incurred herein.

18 3. For such other and further relief as this Court shall deem appropriate.  
19

20 Dated: June 4, 2008

ARNOLD & PORTER LLP  
Suzanne V. Wilson  
Murad Hussain

21  
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23  
24 By:   
25 Suzanne V. Wilson  
26 Attorneys for Plaintiff Burberry Limited  
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1 JURY DEMAND

2 Pursuant to Fed. R. Civ. Proc. 38(b), Plaintiff Burberry Limited hereby  
3 demands trial by jury of all issues so triable that are raised herein or which hereinafter  
4 may be raised in this action.

5 Dated: June 4, 2008

6 ARNOLD & PORTER LLP  
7 Suzanne V. Wilson  
8 Murad Hussain

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10 Suzanne V. Wilson  
11 Attorneys for Plaintiff Burberry Limited  
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