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Electronic Case

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOUIS VUITTON MALLETIER,
BURBERRY LIMITED UK, BURBERRY LIMITED
U.S., MARC JACOBS TRADEMARKS, L.L.C.,
GIVENCHY S.A., LOEWE S.A., CELINE S.A., and
KENZO S.A.,

Plaintiffs,

-against-

Trust under the Will of Vincent Terranova, as owner
of record of the real property, buildings and
improvements known as 224 CANAL STREET, 226
CANAL STREET, 226A CANAL STREET, 230
CANAL STREET, 232 CANAL STREET, 234-238
CANAL STREET, 120 WALKER STREET, AND
120A WALKER STREET, and TERRANOVA REAL
PROPERTY MANAGEMENT CORP.,

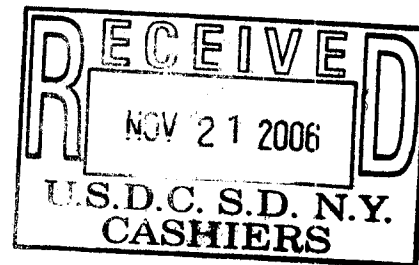
Defendants.

JUDGE DANIELS

06 CV 13424
Case No.: 06 CV ____

COMPLAINT

JURY TRIAL DEMANDED



Plaintiffs Louis Vuitton Malletier ("Louis Vuitton"), Burberry Limited UK and Burberry Limited U.S. ("Burberry"), Marc Jacobs Trademarks, L.L.C. ("Marc Jacobs"), Givenchy S.A. ("Givenchy"), Loewe S.A. ("Loewe"), Celine S.A. ("Celine"), and Kenzo S.A. ("Kenzo") (collectively, referred to as the "Plaintiffs"), by their counsel Arent Fox PLLC, as and for their Complaint in this action, allege with knowledge as to their own conduct and upon information and belief as to all other matters, as follows:

Preliminary Statement

1. This is an action for, inter alia, trademark and copyright infringement and dilution, in which Plaintiffs seek to protect their valuable United States trademark, copyright, and intellectual property rights they own.

2. These claims arise under the provisions of the Trademark Act of 1946, 15 U.S.C. § 1051, et seq., particularly under 15 U.S.C. § 1114(1) and 15 U.S.C. § 1125(a) and are for the counterfeiting and infringement of trademarks registered in the United States Patent and Trademark Office, and copyrights registered with the United States Copyright Office, and other intellectual property rights, for unfair competition, the use in commerce of false designations of origin and false descriptions and representations, contributory and vicarious infringement, dilution of world-famous trademarks, common law trademark infringement and unfair competition and violations of New York Real Property Law § 231(2). This Court has jurisdiction over the subject matter of this claim pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1338, and 28 U.S.C. § 1367. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391.

PARTIES

3. Plaintiff Louis Vuitton Malletier is a societe anonyme duly organized and existing under the laws of France having an office and principal place of business in Paris, France.

4. Plaintiffs Burberry Limited UK is a corporation duly organized and existing under the laws of the United Kingdom with a principal place of business at 18-22 Haymarket, SW1Y 4DQ, United Kingdom. Burberry Limited U.S. is a corporation duly organized and existing under the laws of the state of New York, with a place of business at 1350 Avenue of the Americas, New York, New York 10019. Burberry Limited UK is the owner of Burberry Trademarks referenced herein and Burberry Limited U.S. controls the importation, distribution,

and sale of Burberry trademarked goods in North America. Burberry Limited UK and Burberry Limited U.S. are hereinafter collectively referred to as “Burberry.”

5. Plaintiff Marc Jacobs Trademarks, L.L.C. is a limited liability company duly organized and existing under the laws of the state of Delaware, with a place of business at 113 Spring Street, New York, New York 10013, United States.

6. Plaintiff Givenchy S.A. is a societe anonyme duly organized and existing under the laws of France having an office and principal place of business at 3 Avenue George, V75008, Paris, France.

7. Plaintiff Loewe S.A. is a sociedad anónima duly organized and existing under the laws of Spain having an office and principal place of business at Carrera de San Jeronimo, 15, 28014, Madrid, Spain.

8. Plaintiff Celine S.A. is a societe anonyme duly organized and existing under the laws of France having an office and principal place of business at 23/25, rue du Pont-Neuf 75001, Paris, France.

9. Plaintiff Kenzo S.A. is a societe anonyme duly organized and existing under the laws of France having an office and principal place of business at 1 rue du Pont-Neuf, 75001, Paris, France.

10. The Trust under the Will of Vincent Terranova, deceased (the “Landlord Defendant”) and the owner of record and landlord of the properties located at 224 Canal Street, New York, New York (“224 Canal”), 226 Canal Street, New York, New York (“226 Canal”), 226A Canal Street, New York, New York (“226A Canal”), 230 Canal Street, New York, New York (“230 Canal”), 232 Canal Street, New York, New York (“232 Canal”), 234-238 Canal Street, New York, New York (“234-238 Canal”), 120 Walker Street, New York, New York

("120 Walker"), and 120A Walker Street, New York, New York ("120A Walker") (collectively the "Properties").

11. Defendant Terranova Real Property Management Corp. ("Terranova Management") is a New York corporation with offices at 120 Walker Street, 4th Floor, New York, New York 10013. Terranova Management manages and operates the Properties at issue in this litigation for a fee.

JURISDICTION AND VENUE

12. The claims herein arise under the provisions of the Trademark Act of 1946, 15 U.S.C. § 1051, et seq., specifically under 15 U.S.C. §§ 1114(1) and 1125(a), and under the Copyright Act of 1976, 17 U.S.C. § 101, et seq., for contributory and vicarious liability for counterfeiting and trademark infringement of trademarks registered in the United States Patent and Trademark Office and copyrights registered in the United States Copyright Office; violations of New York common law and violations of New York Real Property Law § 231(2).

13. This Court has original jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331, 1332 and 1338, and supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Plaintiffs' claims for trademark and trade name counterfeiting and infringement and dilution under the laws of the State of New York.

14. This Court has personal jurisdiction over the Landlord Defendant in that they do business, are incorporated, and/or are authorized to do business in the State of New York.

15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391.

LOUIS VUITTON TRADEMARKS

16. Louis Vuitton is one of the most well-known manufacturers of high-end, luxury items. It produces, among other things, luggage, handbags, and other leather goods, the quality of which is unparalleled and of the highest standards. Louis Vuitton is the exclusive distributor

of Louis Vuitton products, all of which bear one or more of Louis Vuitton's trademarks registered with the United States Patent and Trademark Office or copyrights registered with the United States Copyright Office.

17. Louis Vuitton owns, among others, the trademarks and trade names "LV," "LOUIS VUITTON," Monogram Canvas Pattern Design and Epi trademarks, which have been used to identify Louis Vuitton products in the United States and other parts of the world.

18. Commencing at least as early as 1931, Louis Vuitton has continued to register its trademarks in the United States Patent and Trademark Office and to use its rightfully owned trademarks in connection with the sale of its luxury products. At present, Louis Vuitton's U.S. trademark registrations remain in force and are, in most cases, incontestable. Louis Vuitton is the owner of, inter alia, the right, title and interest in and to the federally registered trademarks in issue in this case and identified below (the "Louis Vuitton Trademarks"):

The Louis Vuitton Trademarks*

Registered Mark	United States Reg. Nos.	Date of Registration
LV (Interlocked Letters) in a Circle Design	286,345	8/25/31
LV (Interlocked Letters) and Monogram Canvas Design	297,594	9/20/31
LOUIS VUITTON	1,045,932	8/10/76
LV (Interlocked Letters) Design	1,519,828	1/10/89
LOUIS VUITTON MALLETTIER A PARIS in Rectangle Design	1,615,681	10/2/90
Noe Style Handbag Design with LV (Interlocked Letters) and Monogram Canvas Design	1,643,625	5/7/91
LV (Interlocked Letters) LOUIS VUITTON Brass Lock Design	1,650,162	7/9/91

* Louis Vuitton has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

Registered Mark	United States Reg. Nos.	Date of Registration
LV (Grain Croise with LV logo)	1,653,662	8/13/01
Keepall Style Duffel Bag Design with LV (Interlocked Letters) and Monogram Canvas Design	1,653,663	8/13/91
LV (Interlocked Letters) on Epi Leather Design	1,655,564	9/3/91
LV (Toile Monogram)	1,770,131	5/11/03
LV (Interlocked Letters) Design	1,794,905	9/28/93
Monogram Canvas Design	1,841,850	6/28/94
LV (Interlocked Letters) and Monogram Canvas Design	1,875,198	1/24/95
LV (Interlocked Letters) CUP with Flag Design	1,902,728	7/4/95
Taiga	1,923,652	10/3/05
Epi Leather Design	1,931,144	10/31/95
LV (Interlocked Letters)	1,938,808	11/28/95
LOUIS VUITTON Design	1,990,760	8/6/96
Epi Leather Design	2,058,732	5/6/97
Epi Leather Design	2,071,273	6/17/97
Cuir Epi Jaune	2,075,141	7/1/97
Epi Leather Design	2,098,630	9/23/97
LV (Interlocked Letters) CUP with Flag Design	2,101,815	9/30/97
Epi Leather Design	2,147,003	3/31/98
Epi Leather Design	2,159,848	5/26/98
"Fleur" Design	2,177,828	8/4/98
"Fleur" in Circle Design	2,181,753	8/18/98

Registered Mark	United States Reg. Nos.	Date of Registration
Toile Damier en couleur	2,255,321	6/22/99
Epi Leather Design	2,263,903	7/27/99
LV (Interlocked Letters) Design	2,291,907	11/16/99
LOUIS VUITTON	2,303,212	12/28/99
Bellaix	2,339,701	4/11/00
LOUIS VUITTON PARIS	2,346,373	5/2/00
LV (Interlocked Letters) Design	2,361,695	6/27/00
LOUIS VUITTON PARIS and Damier (pattern design)	2,378,388	8/22/00
LV (Toile Monogram)	2,399,161	10/31/00
Damier (pattern design)	2,421,618	1/16/01
VUITTON	2,657,903	12/10/02
Diamond Shaped "Fleur" Design	2,773,107	10/14/03
S Lock Design	2,828,919	4/6/04
Tambour	2,866,194	7/27/04
PÉGASE	2,898,423	11/2/04
LOUIS VUITTON	2,904,197	11/23/04
LV (Interlocked Letters) Design	2,909,002	12/7/04
LOUIS VUITTON	2,909,003	12/7/04
LOMBOK	2,930,078	3/8/05
Suhali	2,984,523	8/16/05

19. The registration of these marks constitutes prima facie evidence of their validity and conclusive evidence of Louis Vuitton's exclusive right to use the Louis Vuitton Trademarks in connection with the goods identified therein and other commercial goods, and is sufficient notice to Landlord Defendant of Louis Vuitton's ownership and exclusive rights in the Louis Vuitton Trademarks.

20. Louis Vuitton has also continued to register its copyrights in the United States Copyright Office and to use those copyrights in connection with its sale of its luxury products. Louis Vuitton is the owner of, inter alia, the right, title and interest in and to the federally registered copyrights in issue in this case and identified below (the "Louis Vuitton Copyrights"). The Louis Vuitton Trademarks and the Louis Vuitton Copyrights are hereinafter collectively referred to as the "Louis Vuitton Intellectual Properties," copies of which are annexed hereto as Exhibit A:

The Louis Vuitton Copyrights*

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date Published</u>	<u>Date of Registration</u>
Multicolor Monogram – Black Print	VA 1-356-644	12/18/02	9/8/06
Multicolor Monogram – White Print	VA 1-365-645	12/18/02	9/8/06

21. Louis Vuitton maintains strict quality control standards for all its products. All genuine Louis Vuitton products are inspected and approved by Louis Vuitton prior to distribution and sale and are sold only through Louis Vuitton stores and Louis Vuitton boutiques within department stores such as Saks, Neiman Marcus, and Bloomingdales. No Louis Vuitton

* Louis Vuitton has its copyrights registered in other countries and markets not necessarily included or identified in the chart above.

product is sold by anyone other than Louis Vuitton. By definition, any product bearing a Louis Vuitton Trademark that is sold anywhere other than a Louis Vuitton store is not a genuine Louis Vuitton product and is a counterfeit product.

22. At great expense, Louis Vuitton has created, developed, manufactured, advertised and marketed its products such that they convey and are associated with the highest standards and utmost quality, employing the most luxurious materials and design to produce luxury products that are renowned by celebrities and dignitaries around the world.

23. The Louis Vuitton Intellectual Properties are famous not only within the United States but throughout the world, entitling them to greater protection afforded marks with such international distinction under both United States law and international treaties, such as the Paris Convention and the Trade-Related Aspects of Intellectual Property Rights (the “TRIPS Agreement”), both of which were entered into by the United States.

24. Louis Vuitton’s goods, so marked, have been and are now recognized and exclusively associated by the fashion industry and public as those of Louis Vuitton.

25. The Louis Vuitton Intellectual Properties and the goodwill of Louis Vuitton’s business in connection with its trademarks and copyrights are and have been continuously used, and have never been abandoned.

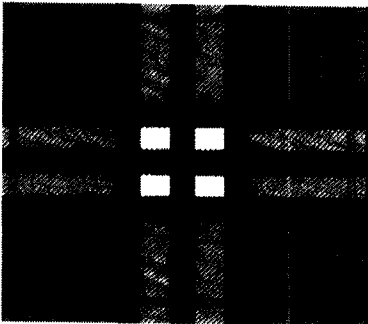
26. As a result of Louis Vuitton’s extensive advertising in connection with the Louis Vuitton Intellectual Properties, the widespread sale of Louis Vuitton merchandise and the fame that the Louis Vuitton Intellectual Properties have achieved, the goodwill associated with the Louis Vuitton Intellectual Properties is of inestimable value to Louis Vuitton.

BURBERRY TRADEMARKS


27. Burberry is a well-known manufacturer of high-end luxury items.
28. Plaintiff's predecessor in interest, Mr. Thomas Burberry, opened an outfitters shop in Hampshire, United Kingdom, in 1856.
29. The BURBERRY CHECK trademark – a distinctive red, camel, black and white check logo – was introduced by Mr. Burberry's company in 1924 and has been used on various products over the years, including handbags, clothing, luggage, and umbrellas. The BURBERRY CHECK has been continuously used in both the original colors and other color combinations for over three-quarters of a century.
30. Burberry designs, assembles, finishes, markets, and sells in interstate commerce handbags, clothes, footwear, scarves, luggage, watches, eyeglasses, sunglasses, jewelry, cosmetics, and writing instruments, and many other products displaying the Burberry Trademarks (as defined herein).
31. Burberry's merchandise is sold only in authorized department stores, boutiques, Burberry Limited U.S.'s own retail stores, and online at www.burberry.com.
32. Burberry's products bear one or more of Burberry's Trademarks, which are registered with the United States Patent and Trademark Office.
33. For almost a century, Burberry has devoted substantial resources to promoting the goodwill of its principal trademarks, including a distinctive check design trademark (the "BURBERRY CHECK") and Equestrian Knight Device (the "EQUESTRAIN KNIGHT"), for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.
34. Burberry also owns the trade name "BURBERRY," which has been used to identify Burberry products in the United States and other parts of the world.

35. For many years, Burberry has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Burberry's U.S. trademark registrations remain in force and are, in most cases, incontestable. Burberry is the owner of, inter alia, the right, title, and interest in and to the federally registered trademarks at issue in this case and identified below (the "Burberry Trademarks"), copies of which are annexed hereto as Exhibit B:

The Burberry Trademarks*

Registered Mark	United States Reg. Nos.	Date of Registration	Class of Goods
The BURBERRY word mark: BURBERRY	260,843 259,571 510,077 1,607,316 1,828,277 2,629,931 2,624,684 2,875,336 1,747,765 1,133,122	8/27/1929 8/06/1929 5/24/1949 7/24/1990 3/29/1994 10/08/2002 9/24/2002 8/17/2004 1/19/1993 4/15/1980	Class 25 Class 24 Class 25 Class 9 Class 18 Class 3 Class 35 Classes 9, 14 Class 14 Class 18
The BURBERRY CHECK trademark: 	1,241,222 2,022,789 1,855,154 2,015,462 2,689,921 2,845,852	6/07/1983 12/17/1996 9/20/1994 11/12/1996 2/25/2003 5/25/2004	Class 25 Classes 18, 24, 25, 28 Class 14 Class 25 Class 3 Class 9

* Burberry Limited has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

The EQUESTRIAN KNIGHT DEVICE trademark: 	862,816 863,179 1,622,186 1,903,508 2,512,119 2,952,399	12/31/1968 1/07/1969 11/13/1990 7/04/1995 11/27/2001 5/17/2005	Class 24 Class 25 Class 9 Class 14 Classes 3, 18 Classes 9, 14
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36. Burberry has used the Burberry Trademarks for many years in connection with BURBERRY ® merchandise.

37. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Burberry's exclusive right to use the Burberry Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Burberry's ownership and exclusive rights in the Burberry Trademarks.

38. At great expense, Burberry has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Burberry. Burberry has expended millions of dollars in advertising BURBERRY ® products and has made substantial investments in protecting its marks and logos.

39. Burberry's goods, so marked, continue to be recognized by the fashion industry and public as those of Burberry.

40. The Burberry Trademarks and the goodwill of Burberry's business in connection with its trademarks have been continuously used and have never been abandoned.

41. As a result of Burberry's extensive advertising in connection with the Burberry Trademarks, the widespread sale of Burberry merchandise, and the fame that the Burberry

Trademarks have achieved, the goodwill associated with the Burberry Trademarks is of inestimable value to Burberry.

MARC JACOBS TRADEMARKS

42. Marc Jacobs is also a well-known manufacturer of high-end luxury items.

43. Marc Jacobs designs, assembles, finishes, markets, and sells in interstate commerce, among others, handbags, clothes, sunglasses, jewelry, perfume, and many other products displaying the Marc Jacobs Trademarks.

44. Marc Jacobs's merchandise is sold in authorized department stores, boutiques, Marc Jacobs's own retail stores, and online at www.eluxury.com.

45. Marc Jacobs' products bear one or more of Marc Jacobs's Trademarks, which are registered with the United States Patent and Trademark Office, and copyrights, which are registered with the United States Copyright Office.

46. For almost a decade, Marc Jacobs has devoted substantial resources to promoting the goodwill of its principal trademarks for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.

47. Marc Jacobs owns, among others, the Marc Jacobs trademarks and trade name "Marc Jacobs," which have been used to identify Marc Jacobs products in the United States and other parts of the world.

48. For many years, Marc Jacobs has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Marc Jacobs' U.S. trademark registrations remain in force and are, in most cases, incontestable. Marc Jacobs is the owner of, inter alia, the right, title

and interest in and to the federally registered trademarks at issue in this case and identified below (the “Marc Jacobs Trademarks”), copies of which are annexed hereto as Exhibit C:

The Marc Jacobs Trademarks*

Registered Mark	United States Reg. Nos	Class of Goods
The MARC JACOBS wordmark: MARC JACOBS (jewelry)	3,038,709	Class 14
The MARK JACOBS wordmark: MARK JACOBS (Sunglasses and eyeglasses)	3,069,758	Class 9
BLUSH MARC JACOBS (soaps and perfume)	3,064,788	Class 3
The MARC JACOBS wordmark: MARC JACOBS (mens apparel)	2,046, 695	Class 25
The MARC JACOBS wordmark: MARC JACOBS (cosmetics and fragrances)	2,771,932	Class 3
The MARC JACOBS wordmark: MARC JACOBS (handbags and womens apparel)	1,967,123	Classes 18, 25

49. Marc Jacobs has used the Marc Jacobs Trademarks for many years in connection with MARC JACOBS ® merchandise.

50. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Marc Jacobs’s exclusive right to use the Marc Jacobs Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Marc Jacobs’s ownership and exclusive rights in the Marc Jacobs Trademarks.

51. At great expense, Marc Jacobs has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Marc Jacobs. Marc Jacobs has expended millions of dollars in

* Marc Jacobs Trademarks, L.L.C. has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

advertising MARC JACOBS ® products and has made substantial investments in protecting its marks and logos.

52. Marc Jacobs's goods, so marked, continue to be recognized by the fashion industry and public as those of Marc Jacobs.

53. The Marc Jacobs Trademarks and the goodwill of Marc Jacobs's business in connection with its trademarks and copyrights have been continuously used and have never been abandoned.

54. As a result of Marc Jacobs's extensive advertising in connection with the Marc Jacobs Trademarks, the widespread sale of Marc Jacobs merchandise, and the fame that the Marc Jacobs Trademarks have achieved, the goodwill associated with the Marc Jacobs Trademarks is of inestimable value to Marc Jacobs.

GIVENCHY TRADEMARKS

55. Givenchy is also a well-known manufacturer of high-end luxury items.

56. Plaintiff's predecessor in interest, Hubert de Givenchy, opened a couture house in Paris in 1952.

57. Givenchy designs, assembles, finishes, markets, and sells in interstate commerce handbags, clothes, perfumes, footwear, scarves, luggage, watches, eyeglasses, sunglasses, jewelry, and many other products displaying the Givenchy Trademarks.

58. Givenchy's merchandise is sold in authorized department stores, boutiques, Givenchy's own retail stores.

59. Givenchy's products bear one or more of Givenchy's Trademarks, which are registered with the United States Patent and Trademark Office, and copyrights, which are registered with the United States Copyright Office.

60. For almost sixty years Givenchy has devoted substantial resources to promoting the goodwill of its principal trademarks for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.

61. Givenchy owns, among others, the Givenchy trademarks and trade name “Givenchy,” which have been used to identify Givenchy products in the United States and other parts of the world.

62. For many years, Givenchy has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Givenchy’s U.S. trademark registrations remain in force and are, in most cases, incontestable. Givenchy is the owner of, inter alia, the right, title and interest in and to the federally registered trademarks at issue in this case and identified below (the “Givenchy Trademarks”) copies of which are annexed hereto as Exhibit D:

The Givenchy Trademarks*

Registered Mark	United States Reg. Nos.	Class of Goods
The GIVENCHY wordmark: GIVENCHY	1,752,436	Class 14
	1,395,102	Class 34
	1,297,100	Class 42
	1,336,562	Classes 18, 24, 25
	1,077,345	Class 14
	1,017,203	Class 9
	831,095	Class 25
GENTLEMAN GIVENCHY	2,476,911	Classes 18, 25
GIVENCHY 4G noir sur blanc vignette	1,404,323	Class 34
4G noir sur blanc vignette	1,282,216	Classes 9, 14, 18, 24, 25
	2,488,088	Class 14
The GIVENCHY wordmark signature: GIVENCHY	1,400,617	Class 34
TULIP Design	3,076,966	Classes 14, 18, 25

* Givenchy has its trademarks registered in other countries and markets not necessarily identified or included in the chart above.

63. Givenchy has used the Givenchy Trademarks for many years in connection with GIVENCHY ® merchandise.

64. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Givenchy's exclusive right to use the Givenchy Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Givenchy's ownership and exclusive rights in the Givenchy Trademarks.

65. At great expense, Givenchy has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Givenchy. Givenchy has expended millions of dollars in advertising GIVENCHY ® products and has made substantial investments in protecting its marks and logos.

66. Givenchy's goods, so marked, continue to be recognized by the fashion industry and public as those of Givenchy.

67. The Givenchy Trademarks and the goodwill of Givenchy's business in connection with its Trademarks have been continuously used and have never been abandoned.

68. As a result of Givenchy's extensive advertising in connection with the Givenchy Trademarks, the widespread sale of Givenchy merchandise, and the fame that the Givenchy Trademarks have achieved, the goodwill associated with the Givenchy Trademarks are of inestimable value to Givenchy.

LOEWE TRADEMARKS

69. Loewe is also a well-known manufacturer of high-end luxury items.

70. Loewe was founded by Enrique Loewe Roessberg, in 1846, in Madrid.

71. Loewe designs, assembles, finishes, markets, and sells in interstate commerce handbags, clothes, footwear, scarves, luggage, watches, eyeglasses, sunglasses, jewelry, and many other products displaying the Loewe Trademarks.

72. Loewe's merchandise is sold in authorized department stores, boutiques, and Loewe's own retail stores.

73. Loewe's products bear one or more of Loewe's Trademarks, which are registered with the United States Patent and Trademark Office, and copyrights, which are registered with the United States Copyright Office.

74. For over 150 years, Loewe has devoted substantial resources to promoting the goodwill of its principal trademarks for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.

75. Loewe owns, among others, the Loewe trademarks and trade name "Loewe," which have been used to identify Loewe products in the United States and other parts of the world.

76. For many years, Loewe has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Loewe's U.S. trademark registrations remain in force and are, in most cases, incontestable. Loewe is the owner of, inter alia, the right, title and interest in and to the federally registered trademarks at issue in this case and identified below (the "Loewe Trademarks"), copies of which are annexed hereto as Exhibit E:

The Loewe Trademarks*

Registered Mark	United States Reg. Nos	Class of Goods
The LOEWE wordmark: LOEWE	1,122,323	Classes 16, 18, 20
	1,513,278	Classes 3, 14
	2,770,759	Class 25
	2,698,284	Class 9
LOEWE & 4 L Logo (fig.)	1,276,262	Class 25
LOEWE (fig.)	636,670	Class 18
SOLO LOEWE	3,021,208	Class 3
Toile METROPOLY	2,914,066	Classes 16, 18, 25
4 L logo (fig.)	1,328,409	Classes 16, 18, 25
	1,486,640	Class 3
	2,655,473	Class 9
AGUA DE LOEWE	2,572,866	Class 3
AIRE LOEWE	2,099,086	Class 3
ESENCIA LOEWE	2,079,138	Class 3
GALA LOEWE	2,141,093	Class 3
L DE LOEWE (fig.)	1,154,372	Class 3
L (fig.)	2,802,734	Classes 18, 25
	2,602,578	Class 9

77. Loewe has used the Loewe Trademarks for many years in connection with LOEWE ® merchandise.

78. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Loewe's exclusive right to use the Loewe Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Loewe's ownership and exclusive rights in the Loewe Trademarks.

79. At great expense, Loewe has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Loewe. Loewe has expended millions of dollars in advertising LOEWE ® products and has made substantial investments in protecting its marks and logos.

80. Loewe's goods, so marked, continue to be recognized by the fashion industry and public as those of Loewe.

* Loewe has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

81. The Loewe Trademarks and the goodwill of Loewe's business in connection with its trademarks and copyrights have been continuously used and have never been abandoned.

82. As a result of Loewe's extensive advertising in connection with the Loewe Trademarks, the widespread sale of Loewe merchandise, and the fame that the Loewe Trademarks have achieved, the goodwill associated with the Loewe Trademarks is of inestimable value to Loewe.

CELINE TRADEMARKS

83. Celine is also a well-known manufacturer of high-end luxury items.

84. Celine was founded in Paris in 1945.

85. Celine designs, assembles, finishes, markets, and sells in interstate commerce handbags, clothes, footwear, scarves, luggage, watches, eyeglasses, sunglasses, jewelry, cosmetics, and many other products displaying the Celine Trademarks.

86. Celine's merchandise is sold in authorized department stores, boutiques, Celine's own retail stores, and online at www.eluxury.com.

87. Celine's products bear one or more of Celine's Trademarks, which are registered with the United States Patent and Trademark Office, and copyrights, which are registered with the United States Copyright Office.

88. For almost sixty years, Celine has devoted substantial resources to promoting the goodwill of its principal trademarks for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.

89. Celine owns, among others, the Celine trademarks and trade name “Celine,” which have been used to identify Celine products in the United States and other parts of the world.

90. For many years, Celine has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Celine’s U.S. trademark registrations remain in force and are, in most cases, incontestable. Celine is the owner of, inter alia, the right, title and interest in and to the federally registered trademarks at issue in this case and identified below (the “Celine Trademarks”), copies of which are annexed hereto as Exhibit F:

The Celine Trademarks*

Registered Mark	United States Reg. Nos.	Class of Goods
The CELINE wordmark: CELINE	1,754,745	Class 3
	2,475,129	Class 9
	1,000,156	Class 18
	982,010	Class 25
	1,744,898	Class 42
	1,772,927	Classes 14, 25
	2,385,808	Class 3
CELINE Paris & Design	2,337,495	Classes 18, 25
BLASON (fig.)	1,777,679	Classes 18, 25, 26
	1,736,690	Class 25
	1,382,066	Classes 9, 14, 18, 25
	3,021,195	Class 3
CELINE FEVER	2,998,437	Class 14
CEL/INE (fig.)	2,796,738	Class 3
CE/LI/NE (fig.)	2,760,938	Class 3
CELINE nouveau packaging (fig.)	2,651,089	Class 16
CLUB BLASON (fig.)	2,338,117	Classes 18, 25
VERDINE	855,899	Class 18

91. Celine has used the Celine Trademarks for many years in connection with CELINE ® merchandise.

* Celine has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

92. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Celine's exclusive right to use the Celine Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Celine's ownership and exclusive rights in the Celine Trademarks.

93. At great expense, Celine has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Celine. Celine has expended millions of dollars in advertising CELINE ® products and has made substantial investments in protecting its marks and logos.

94. Celine's goods, so marked, continue to be recognized by the fashion industry and public as those of Celine.

95. The Celine Trademarks and the goodwill of Celine's business in connection with its trademarks and copyrights have been continuously used and have never been abandoned.

96. As a result of Celine's extensive advertising in connection with the Celine Trademarks, the widespread sale of Celine merchandise, and the fame that the Celine Trademarks have achieved, the goodwill associated with the Celine Trademarks is of inestimable value to Celine.

KENZO TRADEMARKS

97. Kenzo is also a well-known manufacturer of high-end luxury items.

98. Plaintiff's predecessor in interest, Kenzo Takada, founded the brand in 1970.

99. Kenzo designs, assembles, finishes, markets, and sells in interstate commerce handbags, clothes, footwear, scarves, luggage, eyeglasses, sunglasses, jewelry, cosmetics, and many other products displaying the Kenzo Trademarks.

100. Kenzo's merchandise is sold in authorized department stores, boutiques, and Kenzo's own retail stores.

101. Kenzo's products bear one or more of Kenzo's Trademarks, which are registered with the United States Patent and Trademark Office, and copyrights, which are registered with the United States Copyright Office.

102. For more than thirty years Kenzo has devoted substantial resources to promoting the goodwill of its principal trademarks for a broad variety of goods, including handbags. As a result, these trademarks have become among the most famous marks in this country for such products.

103. Kenzo owns, among others, the Kenzo trademarks and trade name "Kenzo," which have been used to identify Kenzo products in the United States and other parts of the world.

104. For many years, Kenzo has registered its trademarks in the United States Patent and Trademark Office and used its rightfully owned trademarks in connection with the sale of its luxury products. At present, Kenzo's U.S. trademark registrations remain in force and are, in most cases, incontestable. Kenzo is the owner of, inter alia, the right, title and interest in and to the federally registered trademarks at issue in this case and identified below (the "Kenzo Trademarks"), copies of which are annexed hereto as Exhibit G:

The Kenzo Trademarks*

Registered Mark	United States Reg. Nos	Class of Goods
The KENZO wordmark: KENZO	1,983,594	Class 14
	1,402,956	Class 9
	1,312,942	Class 3
	1,337,815	Classes 18, 24
	1,214,902	Class 25
KENZO JUNGLE	2,017,313	Class 3

* Kenzo has its trademarks registered in other countries and markets not necessarily included or identified in the chart above.

KASHAYA DE KENZO KENZO PARIS + DESIGN	2,515,963	Class 3
KENZO JEANS (fig.)	1,544,447	Classes 18, 25

105. Kenzo has used the Kenzo Trademarks for many years in connection with KENZO ® merchandise.

106. The registration of these names constitutes prima facie evidence of their validity and conclusive evidence of Kenzo's exclusive right to use the Kenzo Trademarks in connection with the goods identified thereby and other commercial goods, and is sufficient notice to Landlord Defendant of Kenzo's ownership and exclusive rights in the Kenzo Trademarks.

107. At great expense, Kenzo has created, developed, manufactured, advertised, and marketed its products in such a way that they convey and are associated with high quality products originating with Kenzo. Kenzo has expended millions of dollars in advertising KENZO ® products and has made substantial investments in protecting its marks and logos.

108. Kenzo's goods, so marked, continue to be recognized by the fashion industry and public as those of Kenzo.

109. The Kenzo Trademarks and the goodwill of Kenzo's business in connection with its trademarks and copyrights have been continuously used and have never been abandoned.

110. As a result of Kenzo's extensive advertising in connection with the Kenzo Trademarks, the widespread sale of Kenzo merchandise, and the fame that the Kenzo Trademarks have achieved, the goodwill associated with the Kenzo Trademarks is of inestimable value to Kenzo.

FIRST CLAIM FOR RELIEF

(By Plaintiffs Louis Vuitton, Burberry, Marc Jacobs, Givenchy, Loewe, Celine and Kenzo against Landlord Defendant for Trademark Counterfeiting and Infringement and Contributory and Vicarious Trademark Counterfeiting and Infringement in Violation of 15 U.S.C. § 1114)

111. Plaintiffs incorporate and reallege paragraphs 1 through 110 as if fully set forth herein.

112. Plaintiffs' Trademarks – together with the goodwill associated with them in the United States and throughout the world – are of inestimable and incalculable value, are highly distinctive and arbitrary, and have become associated by the public with products of the highest quality and reputation.

113. As a result of Plaintiffs' extensive advertising, sales, and the wide popularity of Plaintiffs' products, Plaintiffs' Trademarks have acquired secondary meaning so that any product and advertisement bearing such trademarks is immediately associated by purchasers and the public as being a product of and affiliated with Plaintiffs.

114. Upon information and belief, individuals and entities occupying the Properties (the "Tenants/Retailers") have used spurious designations that are identical with or substantially indistinguishable from the Plaintiffs' Trademarks on goods covered by registrations for those marks.

115. The use of the Trademarks at the Properties infringes upon Plaintiffs' federally-registered Trademarks in violation of section 32(1) of the Trademark Act, 15 U.S.C. § 1114(1).

116. Plaintiffs' never authorized the sale of their merchandise at the Properties.

117. The unauthorized use of the Plaintiffs' Trademarks at the Properties is likely to cause and is causing confusion, mistake, and deception.

118. The acts as alleged herein are infringements of the Plaintiffs' Trademarks.

119. The Landlord Defendant, with knowledge of the occurrence of the infringing activities of the Tenants/Retailers on the Properties after the Tenants/Retailers took possession, or with reason to know of those activities, have materially contributed to the infringing conduct of the Tenants/Retailers by providing them with commercial space in which the Tenants/Retailers sell and offer for sale counterfeit Louis Vuitton, Burberry, Marc Jacobs, Givenchy, Loewe, Celine and/or Kenzo merchandise.

120. The Landlord Defendant has been notified that the Tenants/Retailers are engaging in illegal conduct on the Properties owned by the Landlord Defendant by selling counterfeit goods in violation of 18 U.S.C. § 2320.

121. The Landlord Defendant is contributorily and vicariously liable for infringements of the Tenants/Retailers of the Plaintiffs' Trademarks.

122. By reason of the foregoing, Plaintiffs have been and will continue to be irreparably harmed and damaged unless the conduct is enjoined by this Court.

123. Plaintiffs have no adequate remedy at law.

124. Plaintiffs have suffered and continue to suffer irreparable harm and damage as a result of Landlord Defendant's acts in an amount to be determined at trial, but in no event less than the damages provided by statute for each infringement of each trademark.

125. Plaintiffs are entitled to injunctive relief and damages according to proof, together with appropriate interest on such damages and treble damages, as well as reasonable attorneys' fees pursuant to 15 U.S.C. § 1117, and the costs of this action.

SECOND CLAIM FOR RELIEF
(By Plaintiff Louis Vuitton against Landlord Defendant for Copyright Infringement and
Contributory and Vicarious Liability for Copyright
Infringement in Violation of 17 U.S.C. § 501, et seq.)

126. Plaintiff Louis Vuitton repeats and realleges paragraphs 1 through 125 as if fully set forth herein.

127. The Louis Vuitton Copyrights and the goodwill associated with them are of inestimable and incalculable value.

128. Plaintiff Louis Vuitton is the exclusive owner of the Louis Vuitton Copyrights, which protect wholly original material that is copyrightable under the Copyright Act.

129. Louis Vuitton has copyrighted its marks in full compliance with the Copyright Act.

130. At all times relevant herein, Louis Vuitton has been and still is the owner of the exclusive rights to reproduce and distribute, and to authorize the reproduction and distribution of items containing the copyrights.

131. Tenants/Retailers at the Properties have acquired possession of items bearing Louis Vuitton's Copyrights, and have unlawfully duplicated, reproduced, sold and offered for sale items unlawfully bearing the Louis Vuitton Copyrights from the Properties in violation of 15 U.S.C. § 501, et seq.

132. Louis Vuitton has never authorized the sale of merchandise bearing the Louis Vuitton Copyrights from anyone at the Properties.

133. The acts as alleged herein are infringements of the Louis Vuitton Copyrights and are illegal.

134. The copyright infringements as alleged herein were committed deliberately and willfully.

135. The Tenants/Retailers have used the Properties to continue to infringe Louis Vuitton's Copyrights and, unless permanently enjoined by order of this Court, will continue to do so, causing Louis Vuitton irreparable harm.

136. The Landlord Defendant, with knowledge of the occurrence of the infringing activities of the Tenants/Retailers on the Properties after the Tenants/Retailer's took possession, or with reason to know of those activities, has materially contributed to the infringing conduct of its tenants by providing them with commercial space in which the Tenants/Retailers sell and offer for sale counterfeit Louis Vuitton merchandise.

137. The Landlord Defendant has been notified that the Tenants/Retailers are engaging in illegal conduct on the Properties owned by the Landlord Defendant by selling counterfeit goods in violation of 18 U.S.C. § 2320.

138. The Landlord Defendant is contributorily and vicariously liable for infringements of the Tenants/Retailers of the Louis Vuitton Copyrights.

139. Louis Vuitton has no adequate remedy at law and has suffered and continues to suffer irreparable harm, substantial injuries, loss and damage to its exclusive rights under the copyright laws regarding the Louis Vuitton Copyrights as a result of Landlord Defendant's wrongful conduct and acts in an amount to be determined at trial, but in no event less than the damages provided by statute for each infringement of each copyright.

140. Plaintiff Louis Vuitton is entitled to injunctive relief and damages according to proof, together with appropriate interest on such damages and treble damages, as well as reasonable attorneys' fees pursuant to 17 U.S.C. § 501, and the costs of this action.

THIRD CLAIM FOR RELIEF

(By Plaintiffs Louis Vuitton, Burberry, Marc Jacobs, Givenchy, Loewe, Celine and Kenzo against the Landlord Defendant for Violation of New York Real Property Law § 231)

141. Plaintiffs repeat and reallege paragraphs 1 through 140 as if fully set forth herein.
142. The Landlord Defendant owns each of the Properties.
143. The Tenants/Retailers at the Properties are engaging in illegal conduct at the Properties.
144. The illegal conduct of the Tenants/Retailers involves, inter alia, the sale of counterfeit goods as described above, all of which violates 18 U.S.C. § 2320 as well as New York Penal Law § 165.70, et seq.
145. The Landlord Defendant has knowledge of the illegal conduct of the Tenants/Retailers.
146. The Landlord Defendant's knowledge of the illegal acts of the Tenants/Retailers makes it jointly and severally liable with the Tenants/Retailers for the damages sustained by Plaintiffs as a result of such unlawful use, occupancy, trade, manufacture or business pursuant to New York Real Property Law § 231(2).
147. As a result the leases are void by reason of an illegal activity ongoing and occurring at the premises.
148. Plaintiffs have no adequate remedy at law and have suffered irreparable harm and damage as a result of the Landlord Defendant's acts in an amount presently unascertainable and to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Louis Vuitton Malletier, Burberry UK and Burberry U.S., Givenchy S.A., Loewe S.A., Celine S.A. and Kenzo S.A. demand Judgment against the Landlord Defendant as follows:

A. That a permanent injunction be issued enjoining the Landlord Defendant and each of their agents, servants, employees, and attorneys and those persons from, inter alia, using any of the Plaintiffs Trademarks or Copyrights, or any mark similar thereto in connection with the sale of any unauthorized goods or the rendering of any unauthorized services and from permitting their premises to be used or occupied for any business or trade involving the sale of counterfeit goods or any other activity involving counterfeit goods.

B. That the leases or other documents giving possession of the premises of the Tenants/Retailers be declared void as set forth in New York Real Property Law § 231(1), and that the Tenants/Retailers be evicted from the premises.

C. That the Landlord Defendant be required to pay to Plaintiffs damages to the full extent permitted by 15 U.S.C. § 1117 for each counterfeit infringement of each Louis Vuitton, Burberry, Marc Jacobs, Givenchy, Loewe, Celine and Kenzo Trademark, including but not limited to statutory damages, actual damages and profits, treble damages, prejudgment interest, costs and attorneys' fees.

D. That the Landlord Defendant be required to pay to Plaintiff Louis Vuitton damages to the full extent permitted by 17 U.S.C. § 501, et seq. for each counterfeit infringement of each Louis Vuitton Copyright, including but not limited to statutory damages, actual damages and profits, additional damages, costs and attorneys' fees.

E. That the Landlord Defendant be required to pay to Plaintiffs damages for lost profits and other damages suffered as a result of Landlord Defendant's intentional and willful conduct in an amount presently unascertainable but to be determined at trial.

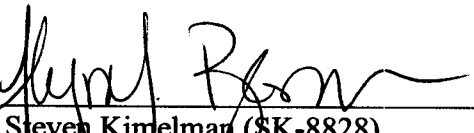
F. That Plaintiffs' be awarded the costs of this action including attorneys' fees.

G. That Plaintiffs' be granted such other and further relief as the court deems just and proper.

Dated: November 21, 2006
New York, New York

Respectfully submitted,

ARENT FOX PLLC

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