

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Vera Bradley Designs, Inc.,

Plaintiff,

v.

Urban Outfitters, Inc.,

Defendant.

Case No. 0:23-CV-01981

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

JURY TRIAL DEMANDED

INTRODUCTION

Plaintiff Vera Bradley Designs, Inc. brings this action against Defendant Urban Outfitters, Inc. for willful copyright infringement of Vera Bradley’s registered copyright, unfair and deceptive trade practices under Minn. Stat. § 325D.44, and common law unfair competition.

PARTIES

1. Plaintiff Vera Bradley Designs, Inc. (“Vera Bradley”) is a corporation organized and existing under Indiana law with its principal place of business located at 12420 Stonebridge Road, Roanoke, Indiana 46783. Vera Bradley is known nationally and internationally for its unique designs for bags, luggage, and accessories. Vera Bradley is the owner of more than 1,200 valid and subsisting copyright registrations for its many unique fabric designs.

2. On information and belief, Defendant Urban Outfitters, Inc. (“Urban Outfitters”) is a corporation organized and existing under Pennsylvania law, with its principal place of business at 5000 South Broad Street, Philadelphia, PA 19112. On

information and belief, Urban Outfitters is registered to do business in Minnesota and has a registered agent located at 2345 Rice Street, Suite 230, Roseville, MN 55113.

JURISDICTION

3. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a) because this action is for, without limitation, copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§ 501 *et seq.* This Court has supplemental jurisdiction over the state-law claims under 28 U.S.C. § 1367(a) because the state-law claims are so related to the federal claim that they form part of the same case or controversy and derive from a common nucleus of operative facts.

4. This Court has personal jurisdiction over Urban Outfitters under Minn. Stat. § 543.19 because: (a) Urban Outfitters is registered and holds a certificate of authority to do business in Minnesota and has appointed an agent to receive service of process in Minnesota; (b) Urban Outfitters maintains continuous and systematic business connections with Minnesota, including without limitation its operation of business locations in Minneapolis, St. Louis Park, Roseville, Bloomington, and many others which receive and ship goods on a regular basis and serve Minnesota residents; and (c) Urban Outfitters regularly solicits and serves customers in this judicial district including, without limitation, via its operation of a highly interactive website from which Minnesota residents may and do order goods. Accordingly, given that Urban Outfitters regularly conducts and/or solicits business, engages in other persistent courses of conduct, and derives substantial revenue from the sale of goods and services to persons in Minnesota, the Court's exercise of personal jurisdiction over Urban Outfitters comports with due-process requirements.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(2) and 1400(a) because Urban Outfitters conducts substantial business in this District and committed some of the infringement complained of below in this District causing Vera Bradley harm in this District.

FACTUAL BACKGROUND

I. PLAINTIFF VERA BRADLEY

6. Vera Bradley was founded in 1982, and since then, has become a household name for unique, high-quality bags, luggage, clothing, and accessories.

7. Vera Bradley's products are instantly recognizable because of their creative patterns. Vera Bradley currently owns more than 1,200 valid and subsisting federal copyright registrations for these designs and patterns.

8. One such design, depicted below, is titled "Painted Feathers," the copyright for which is registered with the Copyright Office under Registration Number VAu 1-244-122. A true and accurate copy of the registration certificate for "Painted Feathers" is attached as **Exhibit A**:

“Painted Feathers”



9. Vera Bradley offers for sale bags, apparel, accessories, and other products bearing its unique copyrighted designs, and has sold products bearing the Painted Feathers design. True and correct examples of some of Vera Bradley’s products incorporating the Painted Feathers design are shown in the document attached as **Exhibit B**.

10. Vera Bradley sells its products in over 140 branded retail stores and on its websites, www.verabradley.com and www.outlet.verabradley.com. Vera Bradley also sells its products through approximately 1,500 specialty gift retailers, approximately 300 department stores, and other key accounts.

11. A unique attribute of Vera Bradley's business model is that it tightly controls who can sell its products. As a result, Vera Bradley's customers have come to expect—and demand—only the highest quality for a product bearing Vera Bradley's unique patterns and designs.

12. Vera Bradley has taken many steps to police its copyrights and prevent copyright infringement of its unique patterns and designs. For example, Vera Bradley has worked closely with online marketplaces, such as eBay and Amazon, to stop the advertising and sale of counterfeit products that infringe Vera Bradley's copyright registrations.

II. URBAN OUTFITTERS AND ITS INFRINGING ACTIVITY

13. On information and belief, Urban Outfitters is a multinational lifestyle retail corporation headquartered in Philadelphia, Pennsylvania. Urban Outfitters operates a portfolio of brands that includes Anthropologie.

14. On information and belief, Urban Outfitters operates about 200 Anthropologie brick-and-mortar retail stores throughout the United States, including in Minnesota, and abroad. Urban Outfitters also operates the website www.anthropologie.com.

15. Both in its retail stores and online, Anthropologie sells clothing, jewelry, home goods, and related products.

16. On or about September 21, 2021, Vera Bradley learned that Urban Outfitters (through Anthropologie) was selling goods bearing a pattern nearly identical to Vera Bradley's Painted Feathers design when an employee discovered the goods for sale in an

Anthropologie store. Representative examples of clothing bearing the infringing patterns are displayed below:



17. On information and belief, Urban Outfitters has sold products bearing a pattern that infringes Vera Bradley's Painted Feathers design in Anthropologie stores and its highly interactive website, www.anthropologie.com, throughout the United States.

18. On or about September 23, 2021, a Vera Bradley employee bought from www.anthropologie.com clothing displaying the above pattern that infringes Vera Bradley's copyrighted Painted Feathers design.

19. Urban Outfitters did not seek Vera Bradley's consent to use or copy the Painted Feathers design, and Vera Bradley has not authorized Urban Outfitters to use or copy the Painted Feathers design. Urban Outfitters knew or reasonably should have known that it did not have Vera Bradley's approval to use the Painted Feathers design.

20. On October 28, 2021, Vera Bradley sent a cease-and-desist letter to Urban Outfitters regarding its infringement of the Painted Feathers design. A true and correct copy of Vera Bradley's October 28, 2021 cease-and-desist letter is attached as **Exhibit C**.

21. After receiving Vera Bradley's cease-and-desist letter, Urban Outfitters referred Vera Bradley to a vendor, claiming that "contractual obligations" prevented it from responding to Vera Bradley's allegations directly.

22. The vendor responded to Vera Bradley's letter on November 11, 2021. The vendor admitted that they had created the infringing design, that they had provided it to Urban Outfitters, and claimed that in creating the infringing design, the vendor took "inspiration" from a pattern seen online. A true and correct copy of the vendor's email is attached as **Exhibit D**.

23. Despite any claimed "contractual obligations" or agreements for indemnification from its vendor, Urban Outfitters has admittedly sold products that infringe Vera Bradley's Painted Feathers design. Urban Outfitters is thus liable for copyright infringement, unfair and deceptive trade practices, and unfair competition, as described in this Complaint.

24. Neither Urban Outfitters nor any of its affiliates or subsidiaries is authorized or licensed to use, copy, sell, or import Vera Bradley's copyrighted designs. Urban Outfitters knew or reasonably should have known that it did not have Vera Bradley's approval to use the Painted Feathers design.

25. On information and belief, Urban Outfitters' unauthorized copying of the Painted Feathers design and selling products bearing patterns that are substantially similar

to the Painted Feathers design constitutes willful copyright infringement of Vera Bradley's valid and subsisting copyright in the Painted Feathers design.

26. On information and belief, Urban Outfitters' unauthorized copying of the Painted Feathers design and selling of products bearing designs that are substantially similar to the Painted Feathers design has misled or deceived consumers to believe that the infringing products being sold by Urban Outfitters are sponsored or approved by Vera Bradley when they are not.

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

27. Paragraphs 1 through 26 are incorporated by reference.

28. Vera Bradley is the owner of U.S. Copyright Registration No. VAu 1-244-122 for the Painted Feathers design.

29. Urban Outfitters has infringed the Vera Bradley's Painted Feathers design by copying, distributing, publicly displaying, and/or selling derivative works of the Painted Feathers design without Vera Bradley's authorization.

30. Urban Outfitters acted willfully in this regard, or at a minimum with willful blindness to, or in reckless disregard of, the Painted Feathers design.

31. As a result of Urban Outfitters' unlawful acts, Vera Bradley is entitled to recover its actual damages and Urban Outfitters' profits attributable to the infringement. In the alternative, Vera Bradley is entitled to recover statutory damages under 17 U.S.C. § 504(c), as the Painted Feathers design was registered before Urban Outfitters' infringement or within three months of publication.

32. Vera Bradley is further entitled to injunctive relief, including an order impounding all infringing materials, because Vera Bradley has no adequate remedy at law for Urban Outfitters' wrongful conduct.

COUNT II
(Unfair and Deceptive Trade Practices, Minn. Stat. § 325D.44)

33. Paragraphs 1 through 32 are incorporated by reference.

34. Urban Outfitters represented that the infringing products it sold bearing designs that are substantially similar to the Painted Feathers design were sponsored or approved by Vera Bradley, when, in fact, they were not, and Urban Outfitters knew or reasonably should have known that the goods were not sponsored or approved by Vera Bradley, in violation of Minn. Stat. § 325D.44.

35. As a result of Urban Outfitters' actions, Vera Bradley has suffered and is continuing to suffer irreparable injury and has incurred and is continuing to incur monetary damages in an amount yet to be determined.

36. As a result of Urban Outfitters' actions, Vera Bradley is entitled to attorneys' fees under Minn. Stat. § 325D.45.

COUNT III
(Unfair Competition – Passing Off)

37. Paragraphs 1 through 36 are incorporated by reference.

38. Urban Outfitters' use of the Painted Feathers design represents to customers and potential customers that its products are those of Vera Bradley.

39. Urban Outfitters' use of the Painted Feathers design constitutes "passing off" under Minnesota's common law of unfair competition.

40. Urban Outfitters' conduct was willful and deliberate.

41. Urban Outfitters' use of the Painted Feathers design has caused and will continue to cause consumer confusion and have caused and will continue to cause great and irreparable injury to Vera Bradley unless such acts are restrained by this Court.

42. Vera Bradley is further entitled to injunctive relief because Vera Bradley has no adequate remedy at law for Urban Outfitters' wrongful conduct.

PRAYER FOR RELIEF

WHEREFORE, Vera Bradley requests that the Court provide the following relief against Urban Outfitters:

A. Enter an order permanently and preliminary enjoining and restraining Urban Outfitters; its related companies; its parents, officers, agents, representatives, employees, contractors, successors, and assigns; and all others acting in active concert or participation with them from:

1) infringing, directly or contributorily, any copyrights of Vera Bradley in any way, and from copying, exhibiting, transmitting, displaying, distributing, or preparing derivative works from any of the copyrighted material in any past, present, or future variation of the Painted Feathers design;

2) advertising, marketing, distributing, offering for sale, or selling any products bearing the Painted Feathers design or designs substantially similar to the Painted Feathers design, or otherwise infringing Vera Bradley's intellectual property;

3) passing-off, inducing, or enabling others to sell or pass off any merchandise which is not genuine Vera Bradley merchandise as and for genuine Vera Bradley merchandise; and

4) assisting, aiding, or abetting any other person or business entity engaged in or performing any of the activities referred to in subsections 1-3 above.

B. Enter judgment in Vera Bradley's favor on all claims brought by it;

C. Enter an order under 17 U.S.C. § 503 impounding all goods that infringe Vera Bradley's copyrights in the Painted Feathers design and any related items, including business records, that are in Urban Outfitters' possession or under their control;

D. Enter an order requiring Urban Outfitters to pay to Vera Bradley those actual damages it has sustained and/or statutory damages as a result of Urban Outfitters' copyright infringement under 17 U.S.C. § 504;

E. Enter an order requiring Urban Outfitters to account for and disgorge to Vera Bradley all gains, profits, and advantages derived from its copyright infringement under 17 U.S.C. § 504;

F. Enter an order awarding Vera Bradley its reasonable attorneys' fees, costs, and disbursements incurred in this action; and

G. Enter an order awarding Vera Bradley any other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Vera Bradley, by counsel, requests a jury trial for all issues triable.

Respectfully submitted,
LATHROP GPM LLP

Dated: June 28, 2023

By: /s/ Lee B. Bennin

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