

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): August 22, 2016

Coach, Inc.

(Exact name of registrant as specified in its charter)

Maryland  
(State of incorporation)

1-16153  
(Commission  
File Number)

52-2242751  
(IRS Employer  
Identification No.)

10 Hudson Yards, New York, NY 10001  
(Address of principal executive offices) (Zip Code)

(212) 594-1850  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) On August 22, 2016, Coach, Inc. (“Coach” or the “Company”) entered into letter agreements (the “Letter Agreements”) outlining modified employment terms for the following named executive officers (the “NEOs”):

Victor Luis – Chief Executive Officer; and

Ian Bickley – President, International Group.

The Human Resources Committee of the Coach Board of Directors (the “Committee”), with the support of the Company’s management, increased the period that each NEO be required to provide the Company with advance written notice of his intent to terminate employment from three (3) months to six (6) months. The Company’s requirement to provide Mr. Luis with mutual advance written notice was also increased from three (3) to six (6) months. In addition, Mr. Luis will be entitled to continue to vest in his annual equity awards (other than his appointment performance restricted stock unit grant) through the end of the six (6)-month notice period in the event Mr. Luis notifies the Company of his intent to terminate his employment without good reason and the Company elects to shorten the notice period. The Committee also approved a requirement that, in the event Mr. Luis decides to accept other employment (including, but not limited to employment with a competitor of Coach) during the period he is subject to non-competition provisions, he is required to inform the Company and provide the name his future employer, his title, duties and start date. The penalties for violation will be consistent with the penalties for violation of the notice provision in his Letter Agreement (Mr. Bickley was already subject to this requirement). The Committee also approved a requirement that, in the event Mr. Bickley’s employment is terminated for any reason other than for cause, and Coach prevents him from working for a competitor in connection with his existing non-compete requirements, he will be paid his existing salary during the remainder of his non-compete period, so long as severance or other termination payments are not paid to him during this period (Mr. Luis already had this provision in his existing employment letter).

The Letter Agreements amend each NEO’s existing employment letter, to the extent necessary, to reflect these modified employment terms. A portion of the annual equity awards granted to each of Mr. Luis and Mr. Bickley was in consideration for their entering into their respective Letter Agreements.

Except as specifically set forth in the Letter Agreements and summarized herein, the terms and conditions of each NEO’s employment with Coach (including the terms of any employment letter, restrictive covenants agreement or equity agreement between the NEO and Coach) remain in effect following the effective date of the Letter Agreements.

The Letter Agreements are filed as Exhibit 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference. The foregoing summary is qualified in its entirety by the terms of the actual Letter Agreements.

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## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Letter Agreement, dated August 22, 2016, between Coach and Victor Luis

10.2 Letter Agreement, dated August 22, 2016, between Coach and Ian Bickley

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 26, 2016

COACH, INC.

By:     /s/ Todd Kahn      
Todd Kahn  
President, Chief Administrative Officer  
and Secretary

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## EXHIBIT INDEX

10.1 Letter Agreement, dated August 22, 2016, between Coach and Victor Luis

10.2 Letter Agreement, dated August 22, 2016, between Coach and Ian Bickley

**AMENDMENT TO OFFER LETTER AND ADDENDUM  
COMPANY POLICIES & CONDITIONS OF EMPLOYMENT**

We refer you to that certain offer letter between Coach, Inc. (“Coach” or the “Company”) and you, dated as of dated as of February 13, 2013, as amended by the amendment dated as of June 22, 2015, together with all attachments and exhibits thereto (collectively, the “Offer Letter”). In consideration of your salary increase and equity award grant for FY 2017, the terms and conditions set forth in this addendum (the “Addendum”) will amend and supersede the corresponding terms and conditions set forth in your Offer Letter. This Addendum will become effective as of the date you execute this Addendum. Except as expressly supplemented by this Addendum, the terms and conditions of your Offer Letter will remain in full force and effect. Please sign the acknowledgement at the end of this Addendum noting your understanding and agreement.

**1. Notice of Intent to Terminate Employment**

The following provision amends and supersedes in their entirety (i) the first full paragraph under the section heading “Terms and Conditions” in the February 13, 2013 letter agreement between you and Coach and (ii) the provision under the section heading “Notice of Intent to Terminate Employment” in the June 22, 2015 amendment between you and Coach.

The Company and you agree that, other than in connection with a termination of employment by the Company for “Cause” (as defined in the Offer Letter) (which will be effective immediately), either party will give the other party six (6) months’ notice of intention to end employment (the “Notice Period”). After either party has provided the required notice and through the end of the Notice Period, you will continue to be an employee of Coach and you will continue to receive the same base salary as immediately prior to your notice (and, if Coach has reduced your base salary during the 60-day period immediately prior to the date upon which you provided such notice, you will receive the base salary as in effect immediately prior to such reduction during the Notice Period). Your duties and other obligations as an employee of Coach will continue during the Notice Period and you will be expected to cooperate in the transition of your responsibilities. Nothing herein alters your status as an employee at-will. Coach shall, however, have the right in its sole discretion to direct that you no longer come to work or to shorten the Notice Period, *provided* that if Coach elects to shorten the Notice Period, Coach will pay you compensation in an aggregate amount equal to the sum of (i) your Annual Base Salary for the remainder of the Notice Period, and (ii) your Notice Period Bonus Amount (as defined below), payable in equal monthly installments during the period beginning on the date you or Coach provides notice and ending on the 6-month anniversary thereof, in addition to any severance benefits set forth above under the section heading “Separation” for which you may be eligible (which severance benefits will commence immediately following the end of the Notice Period). “Notice Period Bonus Amount” means the annual bonus for the remainder of the Notice Period (calculated as 50% of the average of the actual percentages of the maximum annual bonus amounts earned with respect to the pre-established Coach financial performance goals (but not individual or business segment goals) for the three (3) fiscal years most-recently completed prior to the termination date and applied to the maximum annual bonus amount otherwise payable with respect to the year of termination, in each case, less any annual bonus (or portion thereof) otherwise paid with respect to the Notice Period). In the event of your resignation without Good Reason (as defined in the Offer Letter), except as provided above in connection with a Resignation Without Good Reason With Severance, no unvested annual equity awards or annual bonus payments will be eligible to vest during the Notice Period unless you remain employed by the Company on the applicable vesting date, provided, however, in the event Coach elects to shorten the Notice Period, your unvested annual equity awards (excluding, for the avoidance of doubt, your appointment PRSU grant) will continue to vest through the expiration of the Notice Period notwithstanding its earlier termination by Coach. Coach reserves all legal and equitable rights to enforce the advance notice provisions of this paragraph. You acknowledge and agree that your failure to comply with the notice requirements set forth herein shall result in: (i) Coach being entitled to claw back any bonus paid to you within 180 days of your last day of employment with Coach, (ii) the forfeiture of any unpaid bonus as of your last day of employment with Coach, (iii) any unvested restricted stock unit or stock option or vested stock option award held by you shall be automatically forfeited on your last day of employment with Coach, and (iv) Coach being entitled to claw back any Financial Gain (as defined below) you realize from the vesting of any Coach equity award within the twelve (12) month period immediately preceding your last day of employment with Coach. “Financial Gain” shall have the meaning set forth in the various equity award grant agreements that you receive during your employment with Coach.

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## **2. Definition of “Non-Competition Period”**

The reference to “three-month period” in clause (ii) of the second sentence of Section 1 of the Restrictive Covenants Agreement attached as Exhibit C to your Offer Letter (the “Restrictive Covenants Agreement”) shall be to the “six-month period” and all references to “three-month Notice period” in clauses (iv) and (v) of the second sentence of Section 1 of the Restrictive Covenants Agreement shall be to the “Notice Period” (as defined herein).

## **3. Definition of “Non-Solicitation Period”**

All references to “three-month notice period” and “three month Notice period” in the second sentence of Section 2 of the Restrictive Covenants Agreement shall be to the “Notice Period” (as defined herein).

## **4. Definition of “Severance Period”**

The reference to “three-month Notice period” in clause (ii)(y) of the second full paragraph under the section heading “Separation” in your February 13, 2013 offer letter shall be to the “Notice Period” (as defined herein).

## **5. Definition of “Resignation Without Good Reason With Severance”**

All references to “Notice period” and “three-month Notice period” in the first two sentences of the sixth full paragraph under the section heading “Separation” in your February 13, 2013 offer letter shall be to the “Notice Period” (as defined herein).

## **6. Name of Future Employer**

You agree that if you are offered and desire to accept employment with, or provide consulting services to, another business, person or enterprise, including, but not limited to, a “competitor,” during the Non-Competition Period, you will promptly inform Coach’s Global Human Resources Officer, in writing, of the identity of the prospective employer or entity, your proposed title and duties with that business, person or enterprise, and the proposed starting date of that employment or consulting services. You also agree that you will inform that prospective employer or entity of the terms of these provisions. Failure to abide by the requirements of this paragraph will also be deemed a failure to provide the required advance written notice set forth above under Notice of Intent to Terminate Employment.

If you do not sign and return this Addendum, it will be void and without effect and the value of your annual equity award grant will be reduced.

SIGNED FOR COACH

SIGNED BY VICTOR LUIS

/s/ Sarah Dunn

/s/ Victor Luis

Sarah Dunn  
Global HR Officer  
Date: 8/22/16

Date: 8/22/16



**AMENDMENT TO OFFER LETTER AND ADDENDUM  
COMPANY POLICIES & CONDITIONS OF EMPLOYMENT**

We refer you to that certain offer letter between Coach Inc. (“Coach”) and you, dated as of January 26, 2015, together with all attachments and exhibits thereto (collectively, the “Offer Letter”). In consideration of the increased annual equity award grant value for FY 2017, the terms and conditions set forth in this addendum (the “Addendum”) will amend the terms and conditions set forth in your Offer Letter. This Addendum will become effective as of the date you execute this Addendum. Except as expressly supplemented by this Addendum, the terms and conditions of your Offer Letter will remain in full force and effect. Please sign the acknowledgement at the end of this Addendum noting your understanding and agreement.

**1. Notice of Intent to Terminate Employment**

The reference to the period of advance written notice of your intent to terminate your employment is changed from twelve (12) weeks to six (6) months.

**2. Garden Leave**

In the event your employment is terminated for any reason (other than for “cause,” as defined in your Offer Letter) and Coach, at its sole discretion, elects to enforce its right to enjoin you from joining a competitor at any time during the period which you are subject to the non-competition covenant set forth in your Offer Letter (the “Restricted Period”), including preventing you from engaging in any of the activities prohibited by such covenant, Coach shall compensate you at your most recent base salary, subject to usual withholdings, to be paid monthly, during the remainder of the Restricted Period. The foregoing payments will be made to you solely to the extent that severance or other termination payments are not paid to you during the remainder of the Restricted Period. Nothing herein shall impact or limit your right to receive any severance payments and benefits pursuant to the terms of your Offer Letter, except that it is expressly understood and agreed that (i) you will not be entitled to receive payments pursuant to this paragraph during any period you are receiving severance or other termination payments and (ii) your receipt of any severance or other termination payments shall not impact Coach’s right to enforce its rights under this Section 2 or otherwise.

If you do not sign and return this Addendum, it will be void and without effect and the value of your annual equity award grant will be reduced.

SIGNED FOR COACH

SIGNED BY IAN BICKLEY

/s/ Sarah Dunn

/s/ Ian Bickley

Sarah Dunn  
Global HR Officer  
Date: 8/22/16

Date: 8/22/16