

**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): June 30, 2014

**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.)

516 West 34<sup>th</sup> Street, 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.**

On June 30, 2014, Coach, Inc. (“Coach” or the “Company”) entered into an amendment (the “Amendment”) to its employment agreement with Executive Chairman Lew Frankfort (the “Employment Agreement”). Pursuant to the Amendment, beginning July 1, 2014 Mr. Frankfort’s service as the Company’s Executive Chairman shall be on a part-time basis, with a base salary of \$500,000 per annum; Mr. Frankfort will not be eligible for bonus or equity compensation. The amendment extends the term of the Employment Agreement through Coach’s 2014 Annual Meeting of Stockholders, currently planned to be held on November 6, 2014.

Mr. Frankfort shall continue reporting to the Company’s Board in his role, with such responsibilities, duties and authority as are customary for such role. The amendment also provides that the changes described above, and any related organizational changes, are voluntary and shall not on any way constitute or imply a termination without Cause or a Good Reason (as such terms are defined in the Employment Agreement) for Mr. Frankfort’s resignation.

The foregoing does not constitute a complete summary of the terms of the Amendment, and reference is made to the complete text of the Amendment, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

10.1 Amendment to Employment Agreement, dated June 30, 2014, between Coach and Lew Frankfort

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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: July 2, 2014

COACH, INC.

By:           /s/ Todd Kahn            
Todd Kahn  
Global Corporate Affairs Officer,  
General Counsel and Secretary

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EXHIBIT INDEX

10.1 Amendment to Employment Agreement, dated June 30, 2014, between Coach and Lew Frankfort

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement ("Amendment") is made and entered into as of June 30, 2014, to be effective July 1, 2014 (the "Extension Date") by and between Coach, Inc., a Maryland corporation (the "Company") and Lew Frankfort (the "Executive") for the purpose of amending the employment agreement by and between the Company and the Executive dated as of June 1, 2003 (as amended through the date hereof, the "Employment Agreement"). Capitalized terms used in this Letter Agreement and not defined herein shall have the meaning given such terms in the Employment Agreement.

WHEREAS, upon the terms and conditions set forth herein, the parties hereto desire to modify certain terms of the Employment Agreement as hereinafter provided;

WHEREAS, the Employment Agreement was scheduled to expire on June 30, 2014 unless further amended by the parties;

WHEREAS, the Company and the Executive have agreed to extend the term of the Employment Agreement through the Company's 2014 Annual Meeting of Stockholders;

WHEREAS, the parties have agreed that effective as of the Extension Date the Executive shall perform his role on a part-time basis, with a reduced level of compensation reflecting the change to part-time employment status;

WHEREAS, Section 1(s) of the Employment Agreement provides that the Executive shall have "Good Reason" to resign his employment upon the occurrence of any of the following: (i) failure of the Company to continue the Executive in the position of Chairman; (ii) a material diminution in the nature or scope of the Executive's responsibilities, duties or authority; or (iii) the Company's material reduction of any compensation, equity or benefits that the Executive is eligible to receive under the Employment Agreement; and

WHEREAS, with reference to (1) the parties' decision to transition the Executive to part-time employment status (as provided herein, including the resulting reduction in compensation) and (2) any subsequent retirement or termination (by non-reelection or otherwise) of Executive's role as a Director of the Company, the Executive and the Company do not wish the Executive to have Good Reason to resign his employment under Section 1(s) of the Employment Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the mutual promises and covenants set forth below, the Company and the Executive hereby agree as follows:

1. Amendment to Section 2. The "Term" of the Employment Agreement, as defined in Section 2, is hereby amended to end as of the date of the Company's 2014 Annual Meeting of Stockholders (currently scheduled for November 6, 2014).

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