

La Cafetière can continue selling its coffee makers, says court

Trade dress

United States - Brinks Hofer Gilson & Lione

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In *Bodum USA Inc v La Cafetière Inc* (Case 07C6302, March 24 2009), the US District Court for the Northern District of Illinois has granted La Cafetière Inc's motion for summary judgment, finding that a 1991 stock purchase agreement authorized La Cafetière to sell its design in the United States.

Bodum USA Inc sued La Cafetière for infringing its trade dress in the design of a French press coffee maker known as the 'Chambord'.

The Chambord design originated in the 1950s from a company called Société des Anciens Etablissements Martin SA. In 1983 Martin granted to Bodum Inc, a company related to Bodum USA, a licence to distribute the Chambord design in the United States. The majority shareholder of Martin, Louis-James De Viel Castel, was one of the founders of Bodum. Another one of Viel Castel's companies, Household Articles Limited, was selling a French press coffee maker similar to Martin's Chambord design, using the names La Cafetière and, later, Classic. In 2006 Household caused La Cafetière to be formed in Illinois, and acquired the shares of the company in 2008.

The summary judgment motion focused on the terms of a 1991 stock purchase agreement under which Bodum Holdings had purchased all of the shares of Martin, the owner of the Chambord design. Viel Castel, as the principal stockholder of Martin, agreed that he would not, for a period of four years, engage directly or indirectly in any commercial business related to manufacturing or distributing Martin's products or sell any coffee pots under the Chambord name. However, the agreement also permitted Viel Castel, through Household, to make and sell products similar to Martin's - including products similar to the Chambord - in any country outside of France.

In its summary judgment motion, La Cafetière argued that activity authorized by contract - in this case, making and selling products similar to Martin's - cannot constitute false designation of origin in violation of the [Lanham Act](#). Bodum responded that the agreement merely clarified that Household would be permitted to carry on selling products that were similar to, but not identical to, the Chambord line. The court thus interpreted the contract to determine which of these views was correct.

The parties agreed that French law governed the interpretation of the contract, and the court received expert opinions concerning the manner in which French law construes contract terms. The court noted provisions of the [French Civil Code](#) emphasizing the parties' intent over text in contract interpretation, as well as the relevance of parole evidence for interpreting unambiguous clauses, holding that a clause capable of two meanings should be read to give

effect to the clause. The court also stated that ambiguities should be interpreted against the seller.

Applying these principles, the court concluded that the contract reflected an intent to permit Household and its La Cafetière company to distribute products very similar to Martin's products, including those products using the Chambord trade dress, as long as such use was outside France and did not include the Chambord name. On this basis, the court concluded that Bodum's claims had failed as a matter of law.

David S Fleming, Brinks Hofer Gilson & Lione, Chicago