

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ECCO SKO A/S,)	
)	
Plaintiff,)	
v.)	
)	C.A. No. _____
SKECHERS USA, INC.,)	
)	
Defendant.)	Jury Trial Requested
)	

COMPLAINT

Plaintiff ECCO Sko A/S, by way of this Complaint against Skechers USA, Inc., states as follows:

THE PARTIES

1. Plaintiff ECCO Sko A/S (“ECCO” or “Plaintiff”) is a corporation organized and existing under the laws of Denmark, with a principal place of business at Industrivej 5, 6261 Bredebro, Denmark. ECCO manufactures and sells a variety of footwear products, including golf shoes. ECCO is the owner of United States Patent Nos. 8,490,303 (the “’303 patent”); 8,991,076 (the “’076 patent”); 9,021,722 (the “’722 patent”); and 9,332,803 (the “’803 patent”), identified in paragraphs 12-15 below.

2. On information and belief, Defendant Skechers USA, Inc. (“Skechers”) is a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 228 Manhattan Beach Boulevard, Manhattan Beach, CA 90266.

NATURE OF THE ACTION, JURISDICTION AND VENUE

3. Plaintiff repeats and incorporates by reference paragraphs 1-2 above as though fully restated herein.

4. This is an action for patent infringement under the Patent Laws of the United

States, Title 35, United States Code, including 35 U.S.C. § 271, that arises at least from Skechers's manufacture, use, importation, sale, and/or offer for sale of certain models of golf shoes that infringe the '303, '076, '722, and '803 patents (collectively, "the Asserted Patents").

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. On information and belief, Skechers is in the business of manufacturing and selling footwear, including performance footwear such as golf shoes, and regularly conducts business throughout the United States, including the State of Delaware and this judicial district, by selling this footwear, including golf shoes, directly to consumers. On information and belief, Skechers derives revenue from the sale to consumers of footwear products, including golf shoes.

7. On information and belief, Skechers has placed infringing products, including golf shoes, which form the basis of this Complaint, into the stream of commerce with the expectation that such products will be purchased within the United States and in the State of Delaware.

8. On information and belief, Skechers offers for sale and sells within the United States and the State of Delaware golf shoes that practice, and thereby infringe, certain claims of the '303, '076, '722, and '803 patents.

9. On information and belief, Skechers is subject to personal jurisdiction in this Court because Skechers is domiciled in Delaware, having Delaware as its place of incorporation. Moreover, Skechers is further subject to personal jurisdiction in the District of Delaware, consistent with the principles of due process, by virtue of Skechers's above-referenced activities and contacts within the State of Delaware, and further because Skechers purposefully availed and avails itself of the privileges of doing business in Delaware.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(b) because, on information and belief, Skechers is incorporated in this judicial district.

THE PATENTS-IN-SUIT

11. Plaintiff repeats and incorporates by reference paragraphs 1-10 above as though fully restated herein.

THE '303 PATENT

12. ECCO is the lawful owner of all right, title, and interest in the '303 patent, entitled "SOLE FOR A GOLF SHOE," including the right to sue and to recover for past infringement thereof. A copy of the '303 patent, attached hereto as Exhibit A, was duly and legally issued on July 23, 2013, naming Dieter Kasprzak as the inventor.

THE '076 PATENT

13. ECCO is the lawful owner of all right, title, and interest in the '076 patent, entitled "SOLE FOR A GOLF SHOE," including the right to sue and to recover for past infringement thereof. A copy of the '076 patent, attached hereto as Exhibit B, was duly and legally issued on March 31, 2015, naming Dieter Kasprzak as the inventor.

THE '722 PATENT

14. ECCO is the lawful owner of all right, title, and interest in the '722 patent, entitled "SOLE FOR A GOLF SHOE," including the right to sue and to recover for past infringement thereof. A copy of the '722 patent, attached hereto as Exhibit C, was duly and legally issued on May 5, 2015, naming Dieter Kasprzak as the inventor.

THE '803 PATENT

15. ECCO is the lawful owner of all right, title, and interest in the '803 patent, entitled "SOLE FOR A GOLF SHOE," including the right to sue and to recover for past

infringement thereof. A copy of the '803 patent, attached hereto as Exhibit D, was duly and legally issued on May 10, 2016, naming Dieter Kasprzak as the inventor.

FACTUAL BACKGROUND

16. Plaintiff repeats and incorporates by reference paragraphs 1-15 above as though fully restated herein.

17. On information and belief, during the terms of the Asserted Patents, Skechers has manufactured, offered for sale, sold, used, and/or imported products embodying the claimed inventions of the Asserted Patents and has engaged in other activities infringing the same.

18. For example, upon information and belief, Skechers has offered for sale and sold its Go Golf Drive – Classic and Go Golf Drive – Authentic men’s golf shoes directly to consumers in the United States since at least as early as February 2018.

19. Upon information and belief, and as illustrated by the product photographs below,¹ the soles of the Skechers Go Golf Drive – Classic and Go Golf Drive – Authentic men’s golf shoes are identical with respect to cleat structure and arrangement of cleats on the soles (“Sole Type A”):

¹ These photographs were obtained on March 27, 2018, from Skechers’s website (<https://www.skechers.com/en-us/>).



Skechers Go Golf Drive - Classic



Skechers Go Golf Drive - Authentic

20. Upon information and belief, Skechers has also offered for sale and sold its Go Golf Fairway and Go Golf Fairway – Lead men’s golf shoes directly to consumers in the United States since at least as early as February 2018.

21. Upon information and belief, and as illustrated by the product photographs below,² the soles of the Go Golf Fairway and Go Golf Fairway – Lead men’s golf shoes are identical with respect to cleat structure and arrangement of cleats on the soles (“Sole Type B”):

² These photographs were obtained on March 27, 2018, from Skechers’s website (<https://www.skechers.com/en-us/>).



Skechers Go Golf Fairway



Skechers Go Golf Fairway - Lead

22. Upon information and belief, Skechers has also offered for sale and sold its Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women’s golf shoes directly to consumers in the United States since at least as early as February 2018.

23. Upon information and belief, and as illustrated by the product photographs below,³ the soles of the Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women’s golf shoes are identical with respect to cleat structure and arrangement of cleats on the soles (“Sole Type C”):

³ These photographs were obtained on March 27, 2018, from Skechers’s website (<https://www.skechers.com/en-us/>).



Skechers Go Golf



Skechers Go Golf Eagle - Lead



Skechers Go Golf Eagle - Major



Skechers Go Golf Eagle - Range



Skechers Go Golf Eagle - Rival



Skechers Go Golf Famed



Skechers Go Golf Tropic

24. Upon information and belief, Skechers has established dealers and distributors for selling and offering for sale its products located throughout the United States, including in the State of Delaware.

25. Upon information and belief, during the terms of the Asserted Patents, Skechers has manufactured products embodying the claimed inventions of the Asserted Patents, including the Go Golf Drive – Classic, Go Golf Drive – Authentic, Go Golf Fairway, and Go Golf Fairway – Lead men’s golf shoes and the Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women’s golf shoes (collectively, “Accused Products”).

26. On its website, Skechers advertises each of its Accused Products and includes photographs as well as descriptions of the details and construction of each of the specific models of golf shoes that comprise the Accused Products.⁴

27. Skechers’s acts have been without license or authority of Plaintiff.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 8,490,303

28. Plaintiff incorporates the allegations of paragraphs 1–27 of this Complaint as if fully restated.

29. This claim arises under 35 U.S.C. § 101 *et seq.*

30. This Court has jurisdiction pursuant to 28 U.S.C. § 1331.

31. Skechers’s acts constitute infringement of the ’303 patent under 35 U.S.C. § 271. Skechers has directly infringed and continues to directly infringe, literally or under the doctrine of equivalents, one or more claims of the ’303 patent, by, without limitation, making,

⁴ Advertisements for each of the models of golf shoes that comprise the Accused Products were available as of March 27, 2018 on Skechers’s website (<https://www.skechers.com/en-us/>).

using, importing, selling, and/or offering for sale golf shoes in the District of Delaware and elsewhere in the United States, that comprise soles that include all of the limitations of one or more of the claims of the '303 patent.

32. In violation of 35 U.S.C. § 271, Skechers actively induces third-party retailers, distributors and/or customers that purchase, offer for sale, sell, or use golf shoes that comprise soles that satisfy all the limitations of one or more of the claims of the '303 patent, to directly infringe one or more claims of the '303 patent. Skechers induces infringement, at least, by knowingly selling golf shoes comprising such soles with the intent that its customers directly infringe the '303 patent through sales and use of the golf shoes in the United States.

33. Skechers's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover damages in an amount subject to proof at trial.

34. Plaintiff has been, and continues to be, damaged and irreparably harmed by Skechers's infringement, which will continue unless Skechers is enjoined by this Court.

35. On information and belief, Skechers knew or should have known of the '303 patent at least since July 23, 2013, when the patent issued. Plaintiff and Skechers are direct competitors, and Skechers knew or should have known about Plaintiff's patents related to golf shoes and golf shoe sole technology.

36. Skechers knew of the '303 patent no later than May 16, 2018, when Plaintiff informed Skechers of the '303 patent and that the Accused Products infringe claims of the '303 patent. Thus, on information and belief, Skechers's infringement is, and will continue to be, willful and deliberate.

37. Plaintiff's current infringement positions are based upon reasonable information and belief. Plaintiff anticipates collecting additional evidentiary support through the

discovery process. As such, Plaintiff reserves the right to assert any claims of the '303 patent against any additional infringing product identified during the discovery process.

38. Skechers's golf shoes with Sole Type A, Sole Type B, and Sole Type C literally infringe at least claim 1 of the '303 patent, which recites:

1. A sole for a golf shoe comprising:
 - a plurality of cleats integrated with the sole and distributed along a forefoot and a heel area of the sole,
 - wherein the plurality of cleats is located on and extends from a surface of the sole facing away from the shoe, the cleats of the plurality of cleats being arranged in transverse rows along a longitudinal length of the sole,
 - wherein each of the plurality of cleats is essentially cross shaped having cross arms that are connected by arc segments,
 - wherein individual cleats of the plurality of cleats have greater heights in a ball area and the heel area of the sole than other areas, and
 - wherein all the cleats of at least one transverse row of cleats have smaller heights than all of the cleats of at least one other transverse row of cleats.

39. For example, as shown in the exemplary product photograph below,⁵ Skechers's Sole Type A, used in its Go Golf Drive – Classic and Go Golf Drive – Authentic men's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type A are located on and extend from a surface of the sole facing away from the shoe and are arranged in transverse rows along a longitudinal length of the sole. The cleats on Skechers's Sole Type A are essentially cross shaped, having cross arms that are connected by arc segments. Individual cleats on Skechers's Sole Type A have greater heights in the ball and heel areas of the sole than other areas. Moreover, Skechers's Sole Type A comprises at least one transverse row of cleats in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats.

⁵ This photograph was obtained on March 27, 2018, from Skechers's website (<https://www.skechers.com/en-us/>).



Skechers Go Golf Drive - Authentic

40. As shown in the exemplary product photograph below,⁶ Skechers's Sole Type B, used in its Go Golf Fairway and Go Golf Fairway – Lead men's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type B are located on and extend from a surface of the sole facing away from the shoe and are arranged in transverse rows along a longitudinal length of the sole. The cleats on Skechers's Sole Type B are essentially cross shaped, having cross arms that are connected by arc segments. Individual cleats on Skechers's Sole Type B have greater heights in the ball and heel areas of the sole than other areas. Moreover, Skechers's Sole Type B comprises at least one transverse row of cleats in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats.

⁶ This photograph was obtained on March 27, 2018, from Skechers's website (<https://www.skechers.com/en-us/>).



Skechers Go Golf Fairway - Lead

41. As shown in the exemplary product photograph below,⁷ Skechers's Sole Type C, used in its Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type C are located on and extend from a surface of the sole facing away from the shoe, and are arranged in transverse rows along a longitudinal length of the sole. The cleats on Skechers's Sole Type C are essentially cross shaped, having cross arms that are connected by arc segments. Individual cleats on Skechers's Sole Type C have greater heights in the ball and heel areas of the sole than other areas. Moreover, Skechers's Sole Type C comprises at least one transverse row of cleats in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats.

⁷ This photograph was obtained on March 27, 2018, from Skechers's website (<https://www.skechers.com/en-us/>).



Skechers Go Golf Eagle - Range

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,991,076

42. Plaintiff incorporates the allegations of paragraphs 1–41 of this Complaint as if fully restated.

43. This claim arises under 35 U.S.C. § 101 *et seq.*

44. This Court has jurisdiction pursuant to 28 U.S.C. § 1331.

45. Skechers's acts constitute infringement of the '076 patent under 35 U.S.C. § 271. Skechers has directly infringed and continues to directly infringe, literally or under the doctrine of equivalents, one or more claims of the '076 patent, by, without limitation, making, using, importing, selling, and/or offering for sale golf shoes in the District of Delaware and elsewhere in the United States, that comprise soles that include all of the limitations of one or more of the claims of the '076 patent.

46. In violation of 35 U.S.C. § 271, Skechers actively induces third-party retailers, distributors and/or customers that purchase, offer for sale, sell, or use golf shoes that comprise soles that satisfy all of the limitations of one or more of the claims of the '076 patent, to directly infringe one or more claims of the '076 patent. Skechers induces infringement, at least,

by knowingly selling golf shoes comprising such soles with the intent that its customers directly infringe the '076 patent through sales and use of the golf shoes in the United States.

47. Skechers's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover damages in an amount subject to proof at trial.

48. Plaintiff has been, and continues to be, damaged and irreparably harmed by Skechers's infringement, which will continue unless Skechers is enjoined by this Court.

49. On information and belief, Skechers knew or should have known of the '076 patent at least since March 31, 2015, when the patent issued. Plaintiff and Skechers are direct competitors, and Skechers knew or should have known about Plaintiff's patents related to golf shoes and golf shoe sole technology.

50. Skechers knew of the '076 patent no later than May 16, 2018, when Plaintiff informed Skechers of the '076 patent and that the Accused Products infringe claims of the '076 patent. Thus, on information and belief, Skechers's infringement is, and will continue to be, willful and deliberate.

51. Plaintiff's current infringement positions are based upon reasonable information and belief. Plaintiff anticipates collecting additional evidentiary support through the discovery process. As such, Plaintiff reserves the right to assert any claims of the '076 patent against any additional infringing product identified during the discovery process.

52. Skechers's golf shoes with Sole Type A, Sole Type B, and Sole Type C literally infringe at least claim 1 of the '076 patent, which recites:

1. A sole for a golf shoe comprising:
a plurality of cleats integrated with the sole and distributed along at least a forefoot and a heel area of the sole;
wherein the plurality of cleats is located on and extends from a surface of the sole facing away from the shoe;
wherein the plurality of cleats includes at least a larger sized set of cleats and a

smaller sized set of cleats;
wherein the cleats are arranged in transverse rows along a longitudinal length of the sole extending from a toe end to a heel end of the sole, the transverse rows being perpendicular to the longitudinal length; and
wherein all of the cleats of at least one transverse row of cleats in the heel area have smaller heights than all of the cleats of at least one other transverse row in the heel area.

53. For example, as shown in the product photograph above at paragraph 39, Skechers's Sole Type A, used in its Go Golf Drive – Classic and Go Golf Drive – Authentic men's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along at least the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type A are located on and extend from a surface of the sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type A includes a larger sized set of cleats and a smaller sized set of cleats. The cleats on Skechers's Sole Type A are arranged in transverse rows along a longitudinal length of the sole extending from the toe end of the sole to the heel end of the sole, with the transverse rows being perpendicular to the longitudinal length. Skechers's Sole Type A comprises at least one transverse row of cleats in the heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats in the heel area.

54. As shown in the product photograph above at paragraph 40, Skechers's Sole Type B, used in its Go Golf Fairway and Go Golf Fairway – Lead men's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along at least the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type B are located on and extend from a surface of the sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type B includes a larger sized set of cleats and a smaller sized set of cleats. The cleats on Skechers's Sole Type B are arranged in transverse rows along a longitudinal length of the sole extending from the toe end of the sole to the heel end of the sole, with the transverse rows being perpendicular to the longitudinal length. Skechers's Sole Type B comprises at least one transverse row of cleats in the

heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats in the heel area.

55. As shown in the product photograph above at paragraph 41, Skechers's Sole Type C, used in its Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women's golf shoes, includes a plurality of cleats that are integrated with the sole and distributed along at least the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type C are located on and extend from a surface of the sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type C includes a larger sized set of cleats and a smaller sized set of cleats. The cleats on Skechers's Sole Type C are arranged in transverse rows along a longitudinal length of the sole extending from the toe end of the sole to the heel end of the sole, with the transverse rows being perpendicular to the longitudinal length. Skechers's Sole Type C comprises at least one transverse row of cleats in the heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of cleats in the heel area.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 9,021,722

56. Plaintiff incorporates the allegations of paragraphs 1–55 of this Complaint as if fully restated.

57. This claim arises under 35 U.S.C. § 101 *et seq.*

58. This Court has jurisdiction pursuant to 28 U.S.C. § 1331.

59. Skechers's acts constitute infringement of the '722 patent under 35 U.S.C. § 271. Skechers has directly infringed and continues to directly infringe, literally or under the doctrine of equivalents, one or more claims of the '722 patent, by, without limitation, making, using, importing, selling, and/or offering for sale golf shoes in the District of Delaware and

elsewhere in the United States, that comprise soles that include all of the limitations of one or more of the claims of the '722 patent.

60. In violation of 35 U.S.C. § 271, Skechers actively induces third-party retailers, distributors and/or customers that purchase, offer for sale, sell, or use golf shoes that comprise soles that satisfy all of the limitations of one or more of the claims of the '722 patent, to directly infringe one or more claims of the '722 patent. Skechers induces infringement, at least, by knowingly selling golf shoes comprising such soles with the intent that its customers directly infringe the '722 patent through sales and use of the golf shoes in the United States.

61. Skechers's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover damages in an amount subject to proof at trial.

62. Plaintiff has been, and continues to be, damaged and irreparably harmed by Skechers's infringement, which will continue unless Skechers is enjoined by this Court.

63. On information and belief, Skechers knew or should have known of the '722 patent at least since May 5, 2015, when the patent issued. Plaintiff and Skechers are direct competitors, and Skechers knew or should have known about Plaintiff's patents related to golf shoes and golf shoe sole technology.

64. Skechers knew of the '722 patent no later than May 16, 2018, when Plaintiff informed Skechers of the '722 patent and that the Accused Products infringe claims of the '722 patent. Thus, on information and belief, Skechers's infringement is, and will continue to be, willful and deliberate.

65. Plaintiff's current infringement positions are based upon reasonable information and belief. Plaintiff anticipates collecting additional evidentiary support through the discovery process. As such, Plaintiff reserves the right to assert any claims of the '722 patent

against any additional infringing product identified during the discovery process.

66. Skechers's golf shoes with Sole Type A, Sole Type B, and Sole Type C literally infringe at least claim 1 of the '722 patent, which recites:

1. A golf shoe having a sole comprising:
 - an outer surface having a longitudinal length extending from a toe end to a heel end of the sole;
 - a plurality of cleats integrally molded with the outer surface and extending outwardly therefrom, the plurality of cleats distributed along at least a forefoot and a heel area of the sole;
 - wherein the plurality of integrally molded cleats includes a first set of cleats having a larger size and a second set of cleats having a smaller size;
 - wherein the integrally molded cleats are arranged in transverse rows along the longitudinal length of sole, the transverse rows being parallel to one another and perpendicular to the longitudinal length; and
 - wherein all of the cleats of at least one transverse row of integrally molded cleats in the heel area have smaller heights than all of the cleats of at least one other transverse row of integrally molded cleats in the heel area.

67. For example, as shown in the product photograph above at paragraph 39, Skechers's Sole Type A, used in its Go Golf Drive – Classic and Go Golf Drive – Authentic men's golf shoes, includes an outer surface with a longitudinal length extending from the toe end to the heel end of the sole. Skechers's Sole Type A comprises a plurality of cleats that are integrally molded with and extend outwardly from the outer surface of the sole. The cleats on Skechers's Sole Type A are distributed along at least the forefoot and heel areas of the sole. The plurality of integrally molded cleats on Skechers's Sole Type A includes a first set of cleats having a larger size and a second set of cleats having a smaller size. The integrally molded cleats on Skechers's Sole Type A are arranged in transverse rows along a longitudinal length of the sole, with the transverse rows being parallel to one another and perpendicular to the longitudinal length. Skechers's Sole Type A also comprises at least one transverse row of integrally molded cleats in the heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of integrally molded cleats in the heel area.

68. As shown in the product photograph above at paragraph 40, Skechers's Sole Type B, used in its Go Golf Fairway and Go Golf Fairway – Lead men's golf shoes, includes an outer surface with a longitudinal length extending from the toe end to the heel end of the sole. Skechers's Sole Type B comprises a plurality of cleats that are integrally molded with and extend outwardly from the outer surface of the sole. The cleats on Skechers's Sole Type B are distributed along at least the forefoot and heel areas of the sole. The plurality of integrally molded cleats on Skechers's Sole Type B includes a first set of cleats having a larger size and a second set of cleats having a smaller size. The integrally molded cleats on Skechers's Sole Type B are arranged in transverse rows along a longitudinal length of the sole, with the transverse rows being parallel to one another and perpendicular to the longitudinal length. Skechers's Sole Type B also comprises at least one transverse row of integrally molded cleats in the heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of integrally molded cleats in the heel area.

69. As shown in the product photograph above at paragraph 41, Skechers's Sole Type C, used in its Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women's golf shoes, includes an outer surface with a longitudinal length extending from the toe end to the heel end of the sole. Skechers's Sole Type C comprises a plurality of cleats that are integrally molded with and extend outwardly from the outer surface of the sole. The cleats on Skechers's Sole Type C are distributed along at least the forefoot and heel areas of the sole. The plurality of integrally molded cleats on Skechers's Sole Type C includes a first set of cleats having a larger size and a second set of cleats having a smaller size. The integrally molded cleats on Skechers's Sole Type C are arranged in transverse rows along a longitudinal length of the sole, with the transverse rows being parallel to

one another and perpendicular to the longitudinal length. Skechers's Sole Type C also comprises at least one transverse row of integrally molded cleats in the heel area in which all of the cleats have smaller heights than all of the cleats of at least one other transverse row of integrally molded cleats in the heel area.

COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 9,332,803

70. Plaintiff incorporates the allegations of paragraphs 1–69 of this Complaint as if fully restated.

71. This claim arises under 35 U.S.C. § 101 *et seq.*

72. This Court has jurisdiction pursuant to 28 U.S.C. § 1331.

73. Skechers's acts constitute infringement of the '803 patent under 35 U.S.C. § 271. Skechers has directly infringed and continues to directly infringe, literally or under the doctrine of equivalents, one or more claims of the '803 patent, by, without limitation, making, using, importing, selling, and/or offering for sale golf shoes in the District of Delaware and elsewhere in the United States, that comprise soles that include all of the limitations of one or more of the claims of the '803 patent.

74. In violation of 35 U.S.C. § 271, Skechers actively induces third-party retailers, distributors and/or customers that purchase, offer for sale, sell, or use golf shoes that comprise soles that satisfy all of the limitations of one or more of the claims of the '803 patent, to directly infringe one or more claims of the '803 patent. Skechers induces infringement, at least, by knowingly selling golf shoes comprising such soles with the intent that its customers directly infringe the '803 patent through sales and use of the golf shoes in the United States.

75. Skechers's acts of infringement have caused damage to Plaintiff, and Plaintiff is entitled to recover damages in an amount subject to proof at trial.

76. Plaintiff has been, and continues to be, damaged and irreparably harmed by Skechers's infringement, which will continue unless Skechers is enjoined by this Court.

77. On information and belief, Skechers knew or should have known of the '803 patent at least since May 10, 2016, when the patent issued. Plaintiff and Skechers are direct competitors, and Skechers knew or should have known about Plaintiff's patents related to golf shoes and golf shoe sole technology.

78. Skechers knew of the '803 patent no later than May 16, 2018, when Plaintiff informed Skechers of the '803 patent and that the Accused Products infringe claims of the '803 patent. Thus, on information and belief, Skechers's infringement is, and will continue to be, willful and deliberate.

79. Plaintiff's current infringement positions are based upon reasonable information and belief. Plaintiff anticipate collecting additional evidentiary support through the discovery process. As such, Plaintiff reserve the right to assert any claims of the '803 patent against any additional infringing product identified during the discovery process.

80. Skechers's golf shoes with Sole Type A, Sole Type B, and Sole Type C literally infringe at least claim 1 of the '803 patent, which recites:

1. A sole for a golf shoe comprising:
a plurality of cleats integrated with the sole and distributed along a forefoot and heel area of the sole,
wherein the plurality of cleats is located on and extends from an outer surface of the sole facing away from the shoe,
the plurality of cleats comprising a first set of cleats and
the first set of cleats distributed along the forefoot area
the second set of cleats distributed along the heel area
each cleat comprises a circular center part and at least a first arm extending radially outwards from the circular center part of the cleat providing traction in a first direction, and at least a second arm extending radially outwards from the circular center part of the cleat providing traction in a second direction that is different from the first direction,
wherein a height of the center part does not exceed a height of the first and/or the

second arm,
wherein the first and second arms delimit a generally planar ground contacting surface configured to support the shoe on the ground and to prevent penetration of the cleats into the ground, and
wherein the cleats are tapered in a direction away from the outer surface of the sole such that the arms extend further from the center of the cleat at a base portion extending at the outer surface of the sole than at the ground contacting surface.

81. For example, as shown in the product photograph above at paragraph 39, Skechers's Sole Type A, used in its Go Golf Drive – Classic and Go Golf Drive – Authentic men's golf shoes, includes a plurality of cleats integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type A are located on and extend from an outer surface of the sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type A comprises a first set of cleats distributed along the forefoot area and a second set of cleats distributed along the heel area. The cleats on Skechers's Sole Type A comprise a circular center part and at least a first and second arm extending radially outward from the circular center and providing traction in different directions. The height of the circular center part of the cleats of Skechers's Sole Type A does not exceed the height of the first or second arms. The first and second arms of the cleats of Skechers's Sole Type A delimit a generally planar ground contacting surface configured to support the shoe on the ground and prevent penetration of the cleats into the ground. Moreover, the cleats of Skechers's Sole Type A are tapered in a direction away from the outer surface of the sole such that the arms extend further from the center of the cleat at a base portion extending at the outer surface of the sole than at the ground contacting surface.

82. As shown in the product photograph above at paragraph 40, Skechers's Sole Type B, used in its Go Golf Fairway and Go Golf Fairway – Lead men's golf shoes, includes a plurality of cleats integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type B are located on and extend from an outer surface of the

sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type B comprises a first set of cleats distributed along the forefoot area and a second set of cleats distributed along the heel area. The cleats on Skechers's Sole Type B comprise a circular center part and at least a first and second arm extending radially outward from the circular center and providing traction in different directions. The height of the circular center part of the cleats of Skechers's Sole Type B does not exceed the height of the first or second arms. The first and second arms of the cleats of Skechers's Sole Type B delimit a generally planar ground contacting surface configured to support the shoe on the ground and prevent penetration of the cleats into the ground. Moreover, the cleats of Skechers's Sole Type B are tapered in a direction away from the outer surface of the sole such that the arms extend further from the center of the cleat at a base portion extending at the outer surface of the sole than at the ground contacting surface.

83. As shown in the product photograph above at paragraph 41, Skechers's Sole Type C, used in its Go Golf, Go Golf Eagle – Lead, Go Golf Eagle – Major, Go Golf Eagle – Range, Go Golf Eagle – Rival, Go Golf Famed, and Go Golf Tropic women's golf shoes, includes a plurality of cleats integrated with the sole and distributed along the forefoot and heel areas of the sole. The cleats on Skechers's Sole Type C are located on and extend from an outer surface of the sole facing away from the shoe. The plurality of cleats on Skechers's Sole Type C comprises a first set of cleats distributed along the forefoot area and a second set of cleats distributed along the heel area. The cleats on Skechers's Sole Type C comprise a circular center part and at least a first and second arm extending radially outward from the circular center and providing traction in different directions. The height of the circular center part of the cleats of Skechers's Sole Type C does not exceed the height of the first or second arms. The first and second arms of the cleats of Skechers's Sole Type C delimit a generally planar ground contacting surface configured to support

the shoe on the ground and prevent penetration of the cleats into the ground. Moreover, the cleats of Skechers's Sole Type C are tapered in a direction away from the outer surface of the sole such that the arms extend further from the center of the cleat at a base portion extending at the outer surface of the sole than at the ground contacting surface.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all issues so triable in accordance with Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment in its favor and against Skechers holding that:

- 1) Skechers has infringed the '303, '076, '722, and '803 patents;
- 2) Plaintiff be awarded royalty or lost profit-based damages adequate to compensate it for Skechers's infringement of the '303, '076, '722, and '803 patents, such damages to be determined by a jury;
- 3) Skechers, its officers, agents, employees, and those persons in active concert or participation with it or any of them, and its successors and assigns, be permanently enjoined from continued infringement of the '303, '076, '722, and '803 patents, including but not limited to an injunction against making, using, selling, and/or offering for sale within the United States, and/or importing into the United States, any products that infringe the '303, '076, '722, and '803 patents;
- 4) All items that infringe the '303, '076, '722, and '803 patents be delivered to Plaintiff or destroyed;
- 5) Skechers's infringement has been, and continues to be, willful;

- 6) Damages for infringement be trebled as provided for by 35 U.S.C. § 284 for Skechers's willful infringement;
- 7) This case be adjudged and decreed exceptional pursuant to 35 U.S.C. § 285 and that Plaintiff be awarded its reasonable attorneys' fees, expenses, and costs; and
- 8) Plaintiff be awarded such other and further relief as this Court deems just and proper.

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