

1 Christopher J. Renk (*pro hac vice* to be filed)
2 Chris.Renk@arnoldporter.com
3 Michael J. Harris (*pro hac vice* to be filed)
4 Michael.Harris@arnoldporter.com
5 **Arnold & Porter Kaye Scholer LLP**
6 70 West Madison Street, Suite 4200
7 Chicago, IL 60602-4231
8 Telephone: (312) 583-2300
9 Facsimile: (312) 583-2360

10 *Attorneys for Plaintiff Nike, Inc.*
11 *[Additional Counsel Listed on Signature Page]*

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 Case No. 2:23-cv-9346

15 NIKE, INC.,

16 Plaintiff,

17 v.

18 SKECHERS U.S.A., INC.,

19 Defendant.

20 **COMPLAINT FOR PATENT
INFRINGEMENT**

21 **JURY TRIAL REQUESTED**

22 Plaintiff Nike, Inc. (“Nike”), for its Complaint against Defendant Skechers
23 U.S.A., Inc. (“Skechers”), alleges as follows:
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PRELIMINARY STATEMENT

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2 1. Nike’s Flyknit is a game-changing technology. Flyknit resulted from
3 more than a decade of Nike’s research and development, and it has been hailed as
4 “the most groundbreaking sneaker innovation in over 40 years.”¹ Nike’s Flyknit
5 technology provides a novel method of designing and manufacturing shoe uppers,
6 which enables Nike to create footwear with excellent performance, design, and
7 aesthetics—all while reducing materials and waste. An early example of a Nike
8 Flyknit shoe upper is shown below.



17 2. Nike has taken steps to protect its Flyknit technologies by filing and
18 obtaining patents around the world.

19 3. Due to the success of Nike’s Flyknit, many of Nike’s competitors have
20 copied and made unauthorized use of Nike’s Flyknit technologies. Nike has enforced
21 its patents against those companies. *See, e.g., Nike, Inc. v. PUMA North America,*
22 *Inc.*, Case No. 1:18-cv-10875 (D. Mass); *Nike, Inc. v. adidas AG et al.*, Case No. 3:21-
23 cv-01780-YY (D. Oregon); *In re: Certain Knitted Footwear*, Inv. No. 337-TA-1289
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25
26 ¹ Carly Fink, *Nike: Sustainability and Innovation through Flyknit Technology*, N.Y.U.
27 STERN CTR. FOR SUSTAINABLE BUS. (August 2016), available at:
28 https://www.stern.nyu.edu/sites/default/files/assets/documents/Nike_Carly_04.2017%20-%20Copy.pdf.

1 (U.S.I.T.C.); *Nike, Inc. v. lululemon usa inc.*, Case No. 1:23-cv-00771-JPO
2 (S.D.N.Y.).

3 4. Skechers has likewise used Nike's Flyknit technologies without
4 authorization. This is not the first time Nike has enforced its patents against Skechers.
5 *See Nike, Inc. v. Skechers USA, Inc.*, No. 16-cv-00007 (D. Or.); *Nike, Inc. v. Skechers*
6 *USA, Inc.*, No. 17-cv-08509 (C.D. Cal.); *Nike, Inc. v. Skechers USA, Inc.*, No. 19-cv-
7 08418 (C.D. Cal.); *Nike, Inc. v. Skechers USA, Inc.*, No. 19-cv-09230 (C.D. Cal.)

8 5. Nike brings this lawsuit to once again stop Skechers' infringement of
9 Nike's intellectual property and protect Nike's hard-earned innovations in Flyknit
10 technology.

11 THE PARTIES

12 6. Nike is a corporation organized under the laws of the State of Oregon with
13 a principal place of business at One Bowerman Drive, Beaverton, Oregon 97005.

14 7. Skechers is a corporation organized under the laws of the State of
15 Delaware with a principal place of business at 228 Manhattan Beach Boulevard,
16 Manhattan Beach, California 90266.

17 JURISDICTION AND VENUE

18 8. This is an action for patent infringement arising under the patent laws of
19 the United States, 35 U.S.C. § 100 et seq. This Court has subject matter jurisdiction
20 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

21 9. This Court has personal jurisdiction over Skechers because Skechers has
22 its principal place of business in this District. Further, Skechers has committed, and
23 continues to commit, acts of infringement in this District, has conducted business in
24 this District, and/or has engaged in continuous and systematic activities in this
25 District.

26 10. Venue is proper in this District pursuant to 28 U.S.C. § 1400 because
27 Skechers is headquartered in this District, maintains a regular and established place
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1 of business in this District, and has committed, and continues to commit, acts of
 2 infringement in this District, including but not limited to making, using, offering to
 3 sell, selling, and/or importing products that infringe one or more claims of Nike's
 4 patents at issue in this lawsuit.

FACTUAL BACKGROUND

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 6 11. Nike's principal business activity is the design, development and
 7 worldwide marketing and selling of athletic footwear, apparel, and equipment. Nike
 8 invests heavily in research, design, and development, and those efforts are key to
 9 Nike's success. Nike's investments have led to many innovative technologies and
 10 products that enhance athletic performance, reduce injury, and maximize comfort.
 11 Flyknit is one example of Nike's relentless commitment to revolutionary technology.

12 12. Relevant to this dispute, Nike owns all right, title, and interest in, and has
 13 the right to sue and recover for past, present, and future infringement of, the patents
 14 directed to its Flyknit technology as claimed in U.S. Patent Nos. 8,266,749,
 15 9,060,562, 9,510,636, 9,730,484, 9,918,511, and 9,986,781 (collectively, the
 16 "Asserted Patents"). The U.S. Patent and Trademark Office duly and legally issued
 17 each of the Asserted Patents. A true and correct copy of each of the Asserted Patents
 18 is attached as an exhibit to the Complaint as shown below. The Asserted Patents are
 19 presumed to be valid.

Patent No.	Issue Date	Ex.
U.S. Patent No. 8,266,749	September 18, 2012	1
U.S. Patent No. 9,060,562	June 23, 2015	2
U.S. Patent No. 9,510,636	December 6, 2016	3
U.S. Patent No. 9,730,484	August 15, 2017	4
U.S. Patent No. 9,918,511	March 20, 2018	5
U.S. Patent No. 9,986,781	June 5, 2018	6

1 13. Nike gives the public notice of at least the asserted '562, '749 and '511
2 patents by marking its products pursuant to 35 U.S.C § 287(a), including by virtually
3 marking products at <http://www.nike.com/patentsvirtualmarking>.

4 14. Skechers makes, uses, offers for sale, sells, and/or imports into the United
5 States products that practice the claimed inventions of the Asserted Patents.

6 15. Skechers' products that infringe claims of the Asserted Patents include at
7 least the following styles (the "Infringing Products"): Arch Fit – Good Vibrations,
8 Arch Fit Glide-Step, Arch Fit Glide-Step – Dazzling Step, Arch Fit Refine – Freesia,
9 Cordova Classic - Sparkling Dust, Dynamight 2.0 - Pounce Back, Glide Step –
10 Sparkle, GO WALK Arch Fit – Crystal Waves, GO WALK Arch Fit – Iconic, GO
11 WALK Arch Fit Relaxed Fit: Arch Fit D'Lux – Glimmer Dust, Relaxed Fit: D'Lux
12 Walker - Let it Glow, Martha Stewart x Skechers Slip-ins: Ultra Flex 3, Relaxed Fit:
13 D'Lux Walker, Skechers Ultra Flex 3.0 – Wintek, Skech-Lite Pro, Slip-ins Work:
14 Ultra Flex 3.0 SR, Slip-ins: Arch Fit Glide-Step, Slip-ins: Arch Fit Vista – Aspiration,
15 Slip-ins: Cessnock – Gwynedd, Slip-ins: Delson 3.0 Lavell, Slip-ins: Glide-Step
16 Swift - New Thrill, Slip-ins: Glide-Step Swift – Prose, Slip-Ins: GO WALK 6 – Easy
17 On, Slip-ins: GO WALK 6 - Fabulous View, Slip-ins: GO WALK 6 - Lovely Day,
18 Slip-Ins: GO WALK 6 – Valentina, Slip-Ins: GO WALK Arch Fit – Simplicity, Slip-
19 ins: Max Cushioning – Advantageous, Slip-ins: Max Cushioning – Smooth, Slip-ins:
20 Max Cushioning AF – Fluidity, Slip-ins: On-the-Go Swift – Astounding, Slip-ins: RF
21 Bogdin – Arlett, Slip-ins: RF Reggae Fest 2.0, Slip-ins: RF: Ingram – Brackett, Slip-
22 ins: Ultra Flex 3.0 – Brilliant, Slip-Ins: Ultra Flex 3.0 - Colory Wild, Slip-ins: Ultra
23 Flex 3.0 - Cozy Streak, Slip-Ins: Ultra Flex 3.0 – Finnik, Slip-Ins: Ultra Flex 3.0 -
24 Fresh Time, Slip-ins: Ultra Flex 3.0 – New Arc, Slip-ins: Ultra Flex 3.0 - Pastel
25 Clouds, Slip-ins: Ultra Flex 3.0 - Shining Glitz, Slip-ins: Ultra Flex 3.0 - Smooth Step,
26 Slip-ins: Ultra Flex 3.0 - Sparkled Stones, Slip-ins: Virtue – Divinity, Ultra Flex –
27 Harmonious, Ultra Flex 3.0 – Big Plan, Ultra Flex 3.0 – Classy Charm, Ultra Flex 3.0
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1 – Let’s Dance, Ultra Flex 3.0 – Wintek, Virtue – Twilight, and Vapor Foam - True
 2 Classic styles. Representative examples of the Infringing Products are shown below.

<p>3 Martha Stewart x Skechers Slip-ins: Ultra Flex 3</p>	<p>3 Slip-ins: Max Cushioning – Smooth</p>
<p>4 </p>	<p>4 </p>
<p>5 Slip-ins: Ultra Flex 3.0 - Cozy Streak</p>	<p>5 Slip-Ins: Ultra Flex 3.0 - Fresh Time</p>
<p>6 </p>	<p>6 </p>
<p>7 Ultra Flex 3.0 - Big Plan</p>	<p>7 Glide Step - Sparkle</p>
<p>8 </p>	<p>8 </p>

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 21 16. On information and belief, Skechers sells and offers to sell the Infringing
 22 Products directly to consumers through its e-commerce website,
 23 <http://www.skechers.com>, its retail stores, and through authorized retailers,
 24 wholesalers, and distributors.

25 17. On information and belief, Skechers sells the Infringing Products directly
 26 to customers in the United States, including in this District.

1 18. Skechers has infringed, and continues to infringe, the Asserted Patents by
2 making, using, selling, offering to sell, and/or importing the Infringing Products in
3 this District and elsewhere in the United States without the consent or authorization
4 of Nike.

5 **FIRST CLAIM FOR RELIEF**
6 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 8,266,749)**

7 19. Nike re-alleges and incorporates by reference the allegations set forth in
8 paragraphs 1–18 of this Complaint.

9 20. U.S. Patent No. 8,266,749 (the “’749 patent”) is generally directed to a
10 method of manufacturing an article of footwear with a textile element, where the
11 textile element is simultaneously knitted with a surrounding textile structure, and the
12 textile element has a knitted texture that differs from the knitted texture in the
13 surrounding textile structure.

14 21. For example, claim 1 of the ’749 patent recites:

15 A method of manufacturing an article of footwear, the
16 method comprising:
17 simultaneously knitting a textile element with a
18 surrounding textile structure, the knitted textile
19 element having at least one knitted texture that differs
20 from a knitted texture in the surrounding knitted textile
21 structure;
22 removing the knitted textile element from the surrounding
23 knitted textile structure;
24 incorporating the knitted textile element into the article of
25 footwear.

26 22. On information and belief, Skechers directly infringes at least claim 1 of
27 the ’749 patent under at least § 271(g). For example, Skechers imports into the United
28 States at least the Martha Stewart x Skechers Slip-ins: Ultra Flex 3, Slip-ins: Max
Cushioning AF – Fluidity, Slip-ins: Arch Fit Vista – Aspiration, Slip-ins: Arch Fit
Glide-Step, Slip-ins: Cessnock – Gwynedd, Slip-ins: Delson 3.0 Lavell, Slip-ins:
Glide-Step Swift – Prose, Slip-Ins: GO WALK 6 – Easy On, Slip-ins: GO WALK 6

1 - Fabulous View, Slip-ins: GO WALK 6 – Lovely Day, Slip-Ins: GO WALK 6 –
2 Valentina, Slip-Ins: GO WALK Arch Fit – Simplicity, Slip-ins: Max Cushioning –
3 Advantageous, Slip-ins: Max Cushioning – Smooth, Slip-ins: On-the-Go Swift –
4 Astounding, Slip-ins: RF Bogdin – Arlett, Slip-ins: RF Reggae Fest 2.0, Slip-ins: RF:
5 Ingram – Brackett, Slip-ins: Ultra Flex 3.0 – Brilliant, Slip-ins: Ultra Flex 3.0 –
6 Colory Wild, Slip-Ins: Ultra Flex 3.0 – Cozy Streak, Slip-Ins: Ultra Flex 3.0 – Finnik,
7 Slip-ins: Ultra Flex 3.0 – Fresh Time, Slip-ins: Ultra Flex 3.0 – New Arc, Slip-ins:
8 Ultra Flex 3.0 - Pastel Clouds, Slip-ins: Ultra Flex 3.0 - Shining Glitz, Slip-ins: Ultra
9 Flex 3.0 – Smooth Step, Slip-ins: Ultra Flex 3.0 - Sparkled Stones, Slip-ins Work:
10 Ultra Flex 3.0 SR, and Slip-ins: Virtue – Divinity styles (the “’749 Infringing
11 Products”), which, as shown in greater detail in Exhibit 7 attached hereto, were
12 manufactured using a process that satisfies each and every limitation of claim 1
13 because, on information and belief, Skechers manufactures (or has manufactured for
14 it) those shoes by simultaneously knitting a textile element with a surrounding textile
15 structure, the knitted textile element having at least one knitted texture that differs
16 from a knitted texture in the surrounding knitted textile structure; removing the
17 knitted textile element from the surrounding knitted textile structure; and
18 incorporating the knitted textile element into the article of footwear.

19 23. On information and belief, the ’749 Infringing Products are not materially
20 changed by subsequent processes after importation, nor do those products become a
21 trivial or nonessential component of another product after importation.

22 24. On information and belief, Skechers has actively induced and is actively
23 inducing infringement of at least claim 1 of the ’749 patent with specific intent to
24 induce infringement, and/or willful blindness to the possibility that its acts induce
25 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
26 belief, Skechers encourages and induces its third-party manufacturer(s) to
27 manufacture or import the ’749 Infringing Products. As a further example, on
28

1 information and belief, Skechers also encourages and induces its authorized dealers,
2 wholesale customers, and distributor customers to import the '749 Infringing
3 Products.

4 25. Nike has suffered, and continues to suffer, economic harm as a result of
5 Skechers' infringing activities in an amount to be proven at trial.

6 26. Skechers' activities have caused and will continue to cause Nike
7 irreparable injury for which there is no adequate remedy at law unless this Court
8 enjoins Skechers' infringing activities under 35 U.S.C. § 283.

9 27. On information and belief, Skechers' infringement of the '749 patent will
10 continue unless enjoined by this Court.

11 **SECOND CLAIM FOR RELIEF**
12 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 9,060,562)**

13 28. Nike re-alleges and incorporates by reference the allegations set forth in
14 paragraphs 1–27 of this Complaint.

15 29. U.S. Patent No. 9,060,562 (the "'562 patent") is generally directed to a
16 method of manufacturing a knitted component for an article of footwear, the method
17 including knitting an upper with an integral knit tongue during a knitting process,
18 where the integral knit tongue extends through a throat area of the knitted component.

19 30. For example, claim 1 of the '562 patent recites:

20 A method of manufacturing a knitted component for an article of
21 footwear, the method comprising:

22 knitting a portion of the knitted component defining an upper
23 with a knitting machine, the upper including a portion of at
24 least one of an exterior surface of the knitted component and
25 an opposite interior surface of the knitted component; and
26 knitting an integral knit tongue that is of unitary knit
27 construction with the upper with the knitting machine, the
28 integral knit tongue extending through a throat area of the
knitted component; and

wherein the integral knit tongue is joined by knitting with the
knitting machine to: (1) a forward portion of the throat area,
and (2) at least along a portion of both of a lateral side and a
medial side of the throat area of the knitted component
extending through a portion of a length of the throat area in a

1 longitudinal direction from the forward portion to an ankle
2 opening of the upper.

3 31. On information and belief, Skechers directly infringes at least claim 1 of
4 the '562 patent under at least § 271(g). For example, Skechers imports into the United
5 States at least the Skechers Slip-ins: Max Cushioning AF – Fluidity, Relaxed Fit:
6 D'Lux Walker - Let it Glow, Skechers Slip-ins: Virtue – Divinity, Ultra Flex 3.0 - Big
7 Plan, Arch Fit Refine – Freesia, Dynamight 2.0 - Pounce Back, Cordova Classic -
8 Sparkling Dust, Virtue – Twilight, Ultra Flex 3.0 - Let's Dance, and Martha Stewart
9 x Skechers Slip-ins: Ultra Flex 3 styles (the “'562 Infringing Products”), which, as
10 shown in greater detail in Exhibit 8 attached hereto, are manufactured using a process
11 that satisfies each and every limitation of claim 1 because, on information and belief,
12 Skechers manufactures (or has manufactured for it) those shoes by knitting a portion
13 of the knitted component defining an upper with a knitting machine, the upper
14 including a portion of at least one of an exterior surface of the knitted component and
15 an opposite interior surface of the knitted component, and knitting an integral knit
16 tongue that is of unitary knit construction with the upper with the knitting machine,
17 the integral knit tongue extending through a throat area of the knitted component,
18 wherein the integral knit tongue is joined by knitting with the knitting machine to:
19 (1) a forward portion of the throat area, and (2) at least along a portion of both of a
20 lateral side and a medial side of the throat area of the knitted component extending
21 through a portion of a length of the throat area in a longitudinal direction from the
22 forward portion to an ankle opening of the upper.

23 32. On information and belief, the '562 Infringing Products are not materially
24 changed by subsequent processes after importation, nor do these products become a
25 trivial or nonessential component of another product after importation.

26 33. On information and belief, Skechers has actively induced and is actively
27 inducing infringement of at least claim 1 of the '562 patent with specific intent to
28 induce infringement, and/or willful blindness to the possibility that its acts induce

1 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
2 belief, Skechers encourages and induces its third-party manufacturer(s) to
3 manufacture or import the '562 Infringing Products. As a further example, on
4 information and belief, Skechers also encourages and induces its authorized dealers,
5 wholesale customers, and distributor customers to import the '562 Infringing
6 Products.

7 34. Nike has suffered, and continues to suffer, economic harm as a result of
8 Skechers' infringing activities in an amount to be proven at trial.

9 35. Skechers' activities have caused and will continue to cause Nike
10 irreparable injury for which there is no adequate remedy at law unless this Court
11 enjoins Skechers' infringing activities under 35 U.S.C. § 283.

12 36. On information and belief, Skechers' infringement of the '562 patent will
13 continue unless enjoined by this Court.

14 **THIRD CLAIM FOR RELIEF**
15 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 9,510,636)**

16 37. Nike re-alleges and incorporates by reference the allegations set forth in
17 paragraphs 1–36 of this Complaint.

18 38. U.S. Patent No. 9,510,636 (the "'636 patent") is generally directed to an
19 article of footwear that incorporates a knitted component having an upper and an
20 integral knit tongue, where the integral knit tongue is formed of unitary knit
21 construction with the upper and extends through the throat area of the knitted
22 component.

23 39. For example, claim 1 of the '636 patent recites:

24 An article of footwear having an upper and a sole structure
25 secured to the upper, the article of footwear incorporating a
knitted component comprising:

26 a portion of the knitted component defining the upper,
27 the upper including a portion of at least one of an
28 exterior surface of the knitted component and an
opposite interior surface of the knitted component,

1 the interior surface defining a void for receiving a
2 foot; and
3 an integral knit tongue formed with the upper and
4 extending through a throat area of the knitted
5 component; and
6 at least one raised element extending a height above the
7 exterior surface of the knitted component,
8 wherein the integral knit tongue is joined to a forward
9 portion of the throat area and at least along a portion
10 of a lateral side and a medial side of the throat area
11 of the knitted component extending from the
12 forward portion to an ankle opening of the upper.

13 40. On information and belief, Skechers directly infringes at least claim 1 of
14 the '636 patent under at least § 271(a) by making, using, offering for sale, and/or
15 selling footwear products that infringe one or more claims of the '636 patent, literally
16 or under the doctrine of equivalents. For example, Skechers sells at least the Skechers
17 Relaxed Fit: D'Lux Walker - Let it Glow, Skechers Slip-ins: Virtue – Divinity, Ultra
18 Flex 3.0 - Big Plan, Arch Fit Refine – Freesia, Dynamight 2.0 - Pounce Back, Cordova
19 Classic - Sparkling Dust, Virtue – Twilight, Ultra Flex 3.0 - Let's Dance, and Martha
20 Stewart x Skechers Slip-ins: Ultra Flex 3 styles (the “'636 Infringing Products”),
21 which, as shown in greater detail in Exhibit 9 attached hereto, includes, on
22 information and belief, an article of footwear having an upper and a sole structure
23 secured to the upper, the article of footwear incorporating a knitted component
24 comprising a portion of the knitted component defining the upper, the upper including
25 a portion of at least one of an exterior surface of the knitted component and an
26 opposite interior surface of the knitted component, the interior surface defining a void
27 for receiving a foot, and an integral knit tongue formed with the upper and extending
28 through a throat area of the knitted component, and at least one raised element
extending a height above the exterior surface of the knitted component, wherein the
integral knit tongue is joined to a forward portion of the throat area and at least along

1 a portion of a lateral side and a medial side of the throat area of the knitted component
2 extending from the forward portion to an ankle opening of the upper.

3 41. On information and belief, Skechers has actively induced and is actively
4 inducing infringement of at least claim 1 of the '636 patent with specific intent to
5 induce infringement, and/or willful blindness to the possibility that its acts induce
6 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
7 belief, Skechers encourages and induces its authorized dealers, wholesale customers,
8 and distributor customers to sell, offer to sell, or import the '636 Infringing Products.

9 42. Nike has suffered, and continues to suffer, economic harm as a result of
10 Skechers' infringing activities in an amount to be proven at trial.

11 43. Skechers' activities have caused and will continue to cause Nike
12 irreparable injury for which there is no adequate remedy at law unless this Court
13 enjoins Skechers' infringing activities under 35 U.S.C. § 283.

14 44. On information and belief, Skechers' infringement of the '636 patent will
15 continue unless enjoined by this Court.

16 **FOURTH CLAIM FOR RELIEF**
17 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 9,730,484)**

18 45. Nike re-alleges and incorporates by reference the allegations set forth in
19 paragraphs 1–44 of this Complaint.

20 46. U.S. Patent No. 9,730,484 (the "'484 patent") is generally directed to an
21 article of footwear having a flat knit upper of a desired three-dimensional shape.

22 47. For example, claim 1 of the '484 patent recites:

23 An article of footwear comprising an upper including a
24 flat-knitted element formed from at least one yarn
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1 mechanically manipulated in a flat-knitting process, the flat-
2 knitted element including a first layer having:

- 3 a central portion having a domed, three-dimensional
4 structure configured for extending over the top of a
5 foot;
- 6 a first side portion being formed of unitary construction
7 with the central portion and extending from a first
8 side of the central portion; and
- 9 a second side portion being formed of unitary
10 construction with the central portion and extending
11 from a second side opposite the first side of the
12 central portion, the domed, three-dimensional
13 structure shaped to extend above the plane of the
14 first side portion and the second side portion when
15 the flat-knitted element is in a flattened
16 configuration.

17 48. On information and belief, Skechers directly infringes at least claim 1 of
18 the '484 patent under at least § 271(a) by making, using, offering for sale, and/or
19 selling footwear products that infringe one or more claims of the '484 patent, literally
20 or under the doctrine of equivalents. For example, Skechers sells at least the Arch Fit
21 Glide-Step, Arch Fit Glide-Step – Dazzling Step, Vapor Foam - True Classic, Ultra
22 Flex 3.0 – Let’s Dance, Skech-Lite Pro, Ultra Flex – Harmonious, Ultra Flex 3.0 –
23 Classy Charm, GO WALK Arch Fit – Crystal Waves, Skechers Ultra Flex 3.0 –
24 Wintek, Glide-Step – Sparkle, Relaxed Fit: D’Lux Walker, Arch Fit – Good
25 Vibrations, Ultra Flex 3.0 – Big Plan, Slip-ins: Ultra Flex 3.0 - Smooth Step, Martha
26 Stewart x Skechers Slip-ins: Ultra Flex 3, Slip-ins: Ultra Flex 3.0 - Cozy Streak, Slip-
27 ins: Ultra Flex 3.0 - Sparkled Stones, Slip-ins: Ultra Flex 3.0 - Shining Glitz, Slip-
28 ins: Max Cushioning – Smooth, Slip-ins: Arch Fit Glide-Step, Slip-ins: Glide-Step
Swift - New Thrill, Slip-Ins: Cessnock – Gwynedd, Slip-ins: GO WALK 6 –
Valentina, Slip-ins: Glide-Step Swift – Prose, Slip-ins: Ultra Flex 3.0 - Pastel Clouds,
Slip-Ins: Ultra Flex 3.0 - Fresh Time, and Slip-Ins: Ultra Flex 3.0 - Colory Wild styles

1 (the “’484 Infringing Products”), which, as shown in greater detail in Exhibit 10
2 attached hereto, include, on information and belief, an article of footwear comprising
3 an upper including a flat-knitted element formed from at least one yarn mechanically
4 manipulated in a flat-knitting process, the flat-knitted element including a first layer
5 having a central portion having a domed, three-dimensional structure configured for
6 extending over the top of a foot, a first side portion being formed of unitary
7 construction with the central portion and extending from a first side of the central
8 portion, and a second side portion being formed of unitary construction with the
9 central portion and extending from a second side opposite the first side of the central
10 portion, the domed, three-dimensional structure shaped to extend above the plane of
11 the first side portion and the second side portion when the flat-knitted element is in a
12 flattened configuration.

13 49. On information and belief, Skechers has actively induced and is actively
14 inducing infringement of at least claim 1 of the ’484 patent with specific intent to
15 induce infringement, and/or willful blindness to the possibility that its acts induce
16 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
17 belief, Skechers encourages and induces its authorized dealers, wholesale customers,
18 and distributor customers to sell, offer to sell, or import the ’484 Infringing Products.

19 50. Nike has suffered, and continues to suffer, economic harm as a result of
20 Skechers’ infringing activities in an amount to be proven at trial.

21 51. Skechers’ activities have caused and will continue to cause Nike
22 irreparable injury for which there is no adequate remedy at law unless this Court
23 enjoins Skechers’ infringing activities under 35 U.S.C. § 283.

24 52. On information and belief, Skechers’ infringement of the ’484 patent will
25 continue unless enjoined by this Court.

1 **FIFTH CLAIM FOR RELIEF**
2 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 9,918,511)**

3 53. Nike re-alleges and incorporates by reference the allegations set forth in
4 paragraphs 1–52 of this Complaint.

5 54. U.S. Patent No. 9,918,511 (the “’511 patent”) is generally directed to an
6 upper for an article of footwear, which comprises a flat knit textile having first and
7 second knit strips that have different properties and that are positioned adjacent to
8 each other along the lateral or medial side of the upper.

9 55. For example, claim 1 of the ’511 patent recites:

10 An upper for an article of footwear, the upper comprising:
11 a flat knit textile element comprising (1) flat knit edges
12 free of surrounding textile structure such that the
13 flat knit edges are not surrounded by textile
14 structure from which the textile element must be
15 removed, at least one flat knit edge being a curved
16 flat knit edge, and (2) a first knit strip having a first
17 property and a second knit strip having a second
18 property that is different from the first property;
19 wherein the first knit strip and the second knit strip are
20 positioned adjacent to each other along one or more
21 of a lateral side and a medial side of the upper.

22 56. On information and belief, Skechers directly infringes at least claim 1 of
23 the ’511 patent under at least § 271(a) by making, using, offering for sale, and/or
24 selling footwear products that infringe one or more claims of the ’511 patent, literally
25 or under the doctrine of equivalents. For example, Skechers sells at least the Arch Fit
26 Glide-Step – Dazzling Step, Martha Stewart x Skechers Slip-ins: Ultra Flex 3, Slip-
27 ins Max Cushioning AF – Fluidity, Slip-ins: Arch Fit Glide-Step, Slip-ins: Arch Fit
28 Vista – Aspiration, Slip-ins: Glide-Step Swift – Prose, Slip-ins: GO WALK 6 - Easy
On, Slip-ins: GO WALK 6 - Fabulous View, Slip-ins: GO WALK 6 - Lovely Day,
Slip-Ins: GO WALK 6 – Valentina, Slip-ins: Max Cushioning – Advantageous, Slip-

1 ins: Max Cushioning – Smooth, Slip-ins: On-the-Go Swift – Astounding, Slip-ins:
2 Ultra Flex 3.0 – Brilliant, Slip-ins: Ultra Flex 3.0 – Colory Wild, Slip-ins: Ultra Flex
3 3.0 - Cozy Streak, Slip-Ins: Ultra Flex 3.0 - Fresh Time, Slip-ins: Ultra Flex 3.0 -
4 Pastel Clouds, Slip-ins: Ultra Flex 3.0 - Shining Glitz, Slip-ins: Ultra Flex 3.0 -
5 Smooth Step, Slip-ins: Ultra Flex 3.0 - Sparkled Stones, Slip-ins: Virtue – Divinity,
6 Slip-ins Work: Ultra Flex 3.0 SR, Ultra Flex 3.0 – Big Plan, Ultra Flex 3.0 – Classy
7 Charm, Ultra Flex 3.0 – Wintek, Ultra Flex 3.0 – Let’s Dance, Glide Step – Sparkle,
8 and GO WALK Arch Fit - Iconic styles (the “’511 Infringing Products”), which, as
9 shown in greater detail in Exhibit 11 attached hereto, contain, on information and
10 belief, an upper for an article of footwear, the upper comprising a flat knit textile
11 element comprising (1) flat knit edges free of surrounding textile structure such that
12 the flat knit edges are not surrounded by textile structure from which the textile
13 element must be removed, at least one flat knit edge being a curved flat knit edge, and
14 (2) a first knit strip having a first property and a second knit strip having a second
15 property that is different from the first property, wherein the first knit strip and the
16 second knit strip are positioned adjacent to each other along one or more of a lateral
17 side and a medial side of the upper.

18 57. On information and belief, Skechers has actively induced and is actively
19 inducing infringement of at least claim 1 of the ’511 patent with specific intent to
20 induce infringement, and/or willful blindness to the possibility that its acts induce
21 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
22 belief, Skechers encourages and induces its authorized dealers, wholesale customers,
23 and distributor customers to sell, offer to sell, or import the ’511 Infringing Products.

24 58. Nike has suffered, and continues to suffer, economic harm as a result of
25 Skechers’ infringing activities in an amount to be proven at trial.

1 59. Skechers' activities have caused and will continue to cause Nike
2 irreparable injury for which there is no adequate remedy at law unless this Court
3 enjoins Skechers' infringing activities under 35 U.S.C. § 283.

4 60. On information and belief, Skechers' infringement of the '511 patent will
5 continue unless enjoined by this Court.

6 **SIXTH CLAIM FOR RELIEF**
7 **(Patent Infringement Under 35 U.S.C. § 271 of U.S. Patent No. 9,986,781)**

8 61. Nike re-alleges and incorporates by reference the allegations set forth in
9 paragraphs 1–60 of this Complaint.

10 62. U.S. Patent No. 9,986,781 (the "'781 patent") is generally directed to an
11 upper for an article of footwear, which comprises a flat knit textile element having
12 flat knit edges free of surrounding textile structure and a plurality of integrally-knit
13 ribs extending longitudinally along one or more of a lateral side and a medial side of
14 the upper.

15 63. For example, claim 1 of the '781 patent recites:

16 An upper for an article of footwear, the upper comprising:
17 a flat knit textile element having: (1) flat knit edges free of
18 surrounding textile structure such that the flat knit edges
19 are not surrounded by textile structure from which the
20 textile element must be removed, and (2) a plurality of ribs
21 integrally knitted into the flat knit textile element,
22 wherein one or more ribs extend longitudinally along one or
23 more of a lateral side and a medial side of the upper, the
24 one or more ribs extending from the forefoot region toward
25 the heel region and terminating in one of the midfoot region
26 or the heel region.

27 64. On information and belief, Skechers directly infringes at least claim 1 of
28 the '781 patent under at least § 271(a) by making, using, offering for sale, and/or
selling footwear products that infringe one or more claims of the '781 patent, literally
or under the doctrine of equivalents. For example, Skechers sells at least the Martha

1 Stewart x Skechers Slip-ins: Ultra Flex 3, GO WALK Arch Fit Relaxed Fit: Arch Fit
2 D’Lux – Glimmer Dust, Slip-ins Work: Ultra Flex 3.0 SR, Slip-ins: Max Cushioning
3 – Smooth, Slip-ins: Ultra Flex 3.0 – Brilliant, Slip-Ins: Ultra Flex 3.0 - Colory Wild,
4 Slip-ins: Ultra Flex 3.0 - Cozy Streak, Slip-Ins: Ultra Flex 3.0 - Fresh Time, Slip-ins:
5 Ultra Flex 3.0 - Pastel Clouds, Slip-ins: Ultra Flex 3.0 - Shining Glitz, Slip-ins: Ultra
6 Flex 3.0 - Smooth Step, Slip-ins: Ultra Flex 3.0 - Sparkled Stones, Slip-ins: Virtue –
7 Divinity, Ultra Flex 3.0 – Big Plan styles (the “’781 Infringing Products”), which, as
8 shown in greater detail in Exhibit 12 attached hereto, contain, on information and
9 belief, an upper for an article of footwear, the upper comprising a flat knit textile
10 element, the flat knit textile element having (1) flat knit edges free of surrounding
11 textile structure such that the flat knit edges are not surrounded by textile structure
12 from which the textile element must be removed, and (2) a plurality of ribs integrally
13 knitted into the flat knit textile element, wherein one or more ribs extend
14 longitudinally along one or more of a lateral side and a medial side of the upper, the
15 one or more ribs extending from the forefoot region toward the heel region and
16 terminating in one of the midfoot region or the heel region.

17 65. On information and belief, Skechers has actively induced and is actively
18 inducing infringement of at least claim 1 of the ’781 patent with specific intent to
19 induce infringement, and/or willful blindness to the possibility that its acts induce
20 infringement, in violation of 35 U.S.C. § 271(b). For example, on information and
21 belief, Skechers encourages and induces its authorized dealers, wholesale customers,
22 and distributor customers to sell, offer to sell, or import the ’781 Infringing Products.

23 66. Nike has suffered, and continues to suffer, economic harm as a result of
24 Skechers’ infringing activities in an amount to be proven at trial.

25 67. Skechers’ activities have caused and will continue to cause Nike
26 irreparable injury for which there is no adequate remedy at law unless this Court
27 enjoins Skechers’ infringing activities under 35 U.S.C. § 283.

1 68. On information and belief, Skechers’ infringement of the ’781 patent will
2 continue unless enjoined by this Court.

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4

JURY DEMAND

5 69. Pursuant to Federal Rule of Civil Procedure 38(b), Nike hereby demands
6 a jury trial on all issues so triable in this action.

PRAYER FOR RELIEF

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8 WHEREFORE, Nike respectfully requests that this Court enter judgment
9 against Skechers and grant the following relief:
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A. The entry of judgment in favor of Nike and against Skechers;

B. A finding that the Skechers has infringed claims of the following U.S. Patents under 35 U.S.C. § 271(a), (b), and/or (g): U.S. Patent Nos. 9,918,511; 9,986,781; 9,730,484; 9,510,636; 9,060,562; and 8,266,749.

C. An award of damages against Skechers adequate to compensate Nike for the infringement, but in no event less than a reasonable royalty as permitted under 35 U.S.C. § 284, together with prejudgment interest and post-judgment interest and costs;

D. A finding that Skechers' infringement is and has been willful, and a judgment that Nike is entitled to discretionary enhancement of its damages and other relief as provided by 35 U.S.C. § 284.

E. A permanent injunction prohibiting further infringement by Skechers, and each of its subsidiaries, successors, parents, affiliates, officers, directors, agents, servants, employees, and all persons in active concert or participation with it; and

F. Such other relief that Nike is entitled to under law and any other and further relief that this Court or a jury may deem just and proper.

1 Dated: November 6, 2023

ARNOLD & PORTER KAYE SCHOLER LLP

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3 By: /s/ Michael Sebba

4 Christopher J. Renk (*pro hac vice* to be filed)
Chris.Renk@arnoldporter.com
5 Michael J. Harris (*pro hac vice* to be filed)
Michael.Harris@arnoldporter.com
6 ARNOLD & PORTER KAYE SCHOLER LLP
70 West Madison Street, Suite 4200
7 Chicago, Illinois 60602-4231
Telephone: (312) 583-2300

8
9 Bridgette C. Gershoni (SBN 313806)
Bridgette.Gershoni@arnoldporter.com
10 Michael J. Gershoni (SBN 311192)
Michael.Gershoni@arnoldporter.com
11 ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Ave., NW
12 Washington, D.C., 20001
Telephone: (202) 942-6745

13 Hilda Obeng (*pro hac vice* to be filed)
Hilda.Obeng@arnoldporter.com
14 ARNOLD & PORTER KAYE SCHOLER LLP
250 West 55th Street
15 New York, NY 10019-9710
Telephone: (212) 836-7883

16
17 Michael Sebba (SBN 345439)
Michael.Sebba@arnoldporter.com
18 ARNOLD & PORTER KAYE SCHOLER LLP
777 South Figueroa Street, 44th Floor
19 Los Angeles, CA 90017-5844
Telephone: (213) 243-4000

20
21 *Attorneys for Plaintiff Nike, Inc.*