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10 Attorneys for Plaintiff
 Taylor Made Golf Company, Inc.
 11

12 UNITED STATES DISTRICT COURT
 13 SOUTHERN DISTRICT OF CALIFORNIA
 14

15 TAYLOR MADE GOLF COMPANY,
 16 INC.,

17 Plaintiff,

18 v.

19 COSTCO WHOLESALE CORP., and
 20 SOUTHERN CALIFORNIA DESIGN
 COMPANY d/b/a INDI GOLF,

21 Defendants.
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CASE NO. '24CV0212 BEN VET

**COMPLAINT FOR PATENT
 INFRINGEMENT AND FALSE
 ADVERTISING**

JURY TRIAL DEMANDED

1 Plaintiff, Taylor Made Golf Company, Inc. (“Taylor Made” or “Plaintiff”)
2 brings this Complaint against Defendants Costco Wholesale Corporation (“Costco”)
3 and Southern California Design Company d/b/a Indi Golf (“SCDC”) (collectively
4 “Defendants”). In support of this Complaint, Taylor Made alleges as follows:

5 **NATURE OF THIS ACTION**

6 1. This is an action for patent infringement brought by Taylor Made
7 against Defendants pursuant to 35 U.S.C. § 271 and 281–285 for Defendants’
8 infringement of U.S. Patent Nos. RE47,653 (“the ’653 patent”); 10,953,293 (“the
9 ’293 patent”); 11,351,426 (“the ’426 patent”); 11,420,097 (“the ’097 patent”); and
10 11,559,727 (“the ’727 patent”) (collectively “the asserted patents”), and for false
11 advertising for Defendants’ false and misleading statements in violation of the
12 Lanham Act, (15 U.S.C. § 1125(a)).

13 **PARTIES**

14 2. Taylor Made is a Delaware corporation with its principal place of
15 business at 5545 Fermi Court, Carlsbad, California 92008.

16 3. Costco is a Washington corporation, with a principal place of business
17 located at 999 Lake Dr., Issaquah, WA 98027. On information and belief, Costco
18 operates one or more physical stores in this District, including at least stores at 650
19 Gateway Center Dr., San Diego, CA 92102, and 951 Palomar Airport Road,
20 Carlsbad, CA 92011.

21 4. Costco has sold and offered to sell infringing products at least through
22 its website, Costco.com, to consumers in this District, throughout the State of
23 California, and throughout the United States.

24 5. SCDC is a California corporation with a principal place of business
25 located at 2205 Faraday Avenue, Suite A, Carlsbad, California 92008. SCDC has
26 registered “Indi Golf” as a tradename and has in fact done business as Indi Golf. On
27 information and belief, SCDC has manufactured infringing products in, or imported
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1 infringing products into, the United States and has sold infringing products to
2 Costco.

3 **JURISDICTION AND VENUE**

4 6. These claims arise under the patent laws of the United States of
5 America, 35 U.S.C. §§ 1 *et seq.* and the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*
6 This Court has subject matter jurisdiction over the subject matter of this action
7 pursuant to 28 U.S.C. §§ 1331 and 1338(a)

8 7. This Court has personal jurisdiction of Defendant Costco because,
9 among other things, Costco’s conduct of business in this District; its purposeful
10 availment of the rights and benefits of California law; and its substantial,
11 continuous, and systematic contacts with the state of California and this District.

12 8. On information and belief, Costco: (1) intentionally markets and sells
13 the infringing products to residents in this District; (2) enjoys substantial income
14 from this District; and (3) owns and operates several stores in this District and
15 throughout California.

16 9. Venue is proper in this District as to Costco pursuant to 28 U.S.C. §§
17 1391(b), 1391(c), and 1400(b) because (i) Costco has committed acts of
18 infringement in this District at least by selling and offering to sell the infringing
19 products within the District, (ii) Costco has made false and misleading statements in
20 this District and to consumers residing in this District, and (iii) Costco maintains a
21 regular and established place of business in this District.

22 10. This Court has personal jurisdiction of Defendant SCDC because,
23 among other things, SCDC is incorporated in the State of California and has its
24 principal place of business in this District. SCDC also conducts business in this
25 District; purposefully avails itself to the rights and benefits of California law; and
26 has substantial, continuous, and systematic contacts with the state of California and
27 this District.

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1 were innovative and designed to help golfers improve their distance, consistency,
2 and accuracy. An exploded view of the P790 irons is shown below.



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13 15. Taylor Made has continued to innovate and refine its P790 irons since
14 their launch in 2017 and further improve performance for golfers the world over. As
15 a result the P790 irons have been both critically acclaimed and in high demand from
16 golf consumers.

17 16. Included in the features of the P790 irons are a number of
18 breakthrough inventions created by Taylor Made employees that are covered by
19 issued U.S. patents.

20 **The Asserted Patents**

21 **I. The '653 Patent**

22 17. On October 22, 2019, the United States Patent and Trademark Office
23 (“USPTO”) duly and legally issued the '653 patent, entitled “Golf Club Head.” A
24 true and correct copy of the '653 patent is attached as Exhibit 1. The inventors of
25 the '653 patent are Bret H. Wahl, Peter L. Larsen, and Loren Stowe.

26 18. The '653 patent is a reissue of U.S. Patent No. 9,265,995, which issued
27 from a continuation application of Application No. 13/960,554. The Application
28 No. 13/960,554, including continuations, divisions, and reissues, was assigned from

1 the inventors to Taylor Made Golf Company, Inc. on August 22, 2013. Taylor Made
2 thus owns all rights and title to the '653 patent and has standing to assert this patent.

3 19. The '653 patent is valid and enforceable.

4 **II. The '293 Patent**

5 20. On March 23, 2021, the USPTO duly and legally issued the '293
6 patent, entitled "Golf Club Head." A true and correct copy of the '293 patent is
7 attached as Exhibit 2. The inventors of the '293 patent are Paul M. Demkowski,
8 Bret H. Wahl, Scott Taylor, and Sanjay Kuttappa.

9 21. The '293 patent is a continuation of Application No. 15/706,632.
10 Application No. 15/706,632, including continuations, divisions, and reissues, was
11 assigned from the inventors to Taylor Made Golf Company, Inc. by March 7, 2019.
12 Taylor Made thus owns all rights and title to the '293 patent and has standing to
13 assert this patent.

14 22. The '293 patent is valid and enforceable.

15 **III. The '426 Patent**

16 23. On June 7, 2022, the USPTO duly and legally issued the '426 patent,
17 entitled "Golf Club Head." A true and correct copy of the '426 patent is attached as
18 Exhibit 3. The inventors of the '426 patent are Paul M. Demkowski, Bret H. Wahl,
19 Scott Taylor, and Sanjay Kuttappa.

20 24. The '426 patent is a continuation of Application No. 16/800,811,
21 which itself is a continuation of Application No. 15/706,632. Application No.
22 15/706,632, including continuations, divisions, and reissues, was assigned from the
23 inventors to Taylor Made Golf Company, Inc. by March 7, 2019. Taylor Made thus
24 owns all rights and title to the '426 patent and has standing to assert this patent.

25 25. The '426 patent is valid and enforceable.

26 **IV. The '097 Patent**

27 26. On August 23, 2022, the USPTO duly and legally issued the '097
28 patent, entitled "Golf Club Head." A true and correct copy of the '097 patent is

1 attached as Exhibit 4. The inventors of the '097 patent are Paul M. Demkowski,
2 Bret H. Wahl, and Scott Taylor.

3 27. The '097 patent is a continuation of Application No. 16/720,678,
4 which itself is a continuation of Application No. 15/394,549. Application No.
5 15/394,549, including continuations, divisions, and reissues, was assigned from the
6 inventors to Taylor Made Golf Company, Inc. by September 26, 2017. Taylor Made
7 thus owns all rights and title to the '097 patent and has standing to assert this patent.

8 28. The '097 patent is valid and enforceable.

9 **V. The '727 Patent**

10 29. On January 24, 2023, the USPTO duly and legally issued the '727
11 patent, entitled "Golf Club Head." A true and correct copy of the '727 patent is
12 attached as Exhibit 5. The inventors of the '727 patent are Paul M. Demkowski,
13 Matt Bovee, Mike Walker, Boo Ohashi, and Connor Halberg.

14 30. The '727 patent issued from Application No. 17/087,596. Application
15 No. 17/087,596, including continuations, divisions, and reissues, was assigned from
16 the inventors to Taylor Made Golf Company, Inc. by November 25, 2020. Taylor
17 Made thus owns all rights and title to the '727 patent and has standing to assert this
18 patent.

19 31. The '727 patent is valid and enforceable.

20 **Defendants' Acts of Infringement**

21 32. Taylor Made restates and incorporates by reference the allegations in
22 paragraphs 1 through 31 of this Complaint as if fully set forth herein.

23 33. Costco is a large multi-national retail corporation known for its chain
24 of warehouse stores. Costco sells a variety of products including food, electronics,
25 clothing, and sporting goods. In addition to selling products from third-party
26 brands, Costco also offers its own "house" brand of products under the Kirkland
27 Signature™ name.

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1 34. Among the products sold under the Kirkland Signature™ brand are golf
2 clubs, including a Kirkland Signature™ Players Iron set (the “accused products”),
3 pictured below. Costco began selling and offering for sale the accused products
4 through its website by December 2023. *See* [https://www.costco.com/kirkland-](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html)
5 [signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html) (last
6 visited January 29, 2024).



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15 35. The accused products copy many features and technologies from
16 Taylor Made’s P790 irons and the asserted patents. Costco’s website notes that the
17 accused products are “are built for distance and forgiveness with a stainless steel
18 body, injected urethane insert, and an internal tungsten weight for optimal launch,
19 forgiveness, and playability.” *Id.* The website also provides a diagram of its irons
20 showing the body of the club, the internal cavity, urethane insert, and tungsten
21 weight.

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36. Costco contracted with Defendant SCDC to design and manufacture the accused products. The accused products were previously listed on the United States Golf Association (“USGA”) conforming clubs list, which identifies clubs that USGA certifies as meeting the rules of golf and identifies the manufacturer of the club. The listing of the accused products on the conforming list stated that the manufacturer was “Indi Golf.”

37. On information and belief, SCDC designed and manufactures the accused products for Costco and sells the accused products to Costco. On information and belief, the accused products are made by or at the direction of SCDC and/or Costco in the United States, or are imported into the United States by or at the direction of SCDC and/or Costco.

38. On information and belief, the design of the accused products directly copies the patented features of the P790 irons, including features covered by the asserted patents. On information and belief, the design team for the accused products included an engineer who formerly worked at Taylor Made headquarters alongside Taylor Made engineers during the development of the P790.

39. Costco has sold and offered to sell the accused products to customers via its website. On information and belief, Costco has sold out its initial inventory

1 of accused products but intends to make future sales of the accused products, as
2 shown by Costco's maintenance of the website listing of its accused products. *See*
3 [https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html)
4 [handed.product.4000236767.html](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html) (last visited January 29, 2024).

5 40. As set forth below and more fully in the claim charts appended to this
6 Complaint, the accused products incorporate, without permission or license from
7 Taylor Made, the inventions claimed in the asserted patents. Taylor Made
8 respectfully seeks relief from this Court for Defendants' infringement.

9 41. Costco and SCDC have each directly infringed and continue to directly
10 infringe, the asserted patents under 35 U.S.C. § 271(a) by making, using, selling
11 and/or offering to sell, in this District and elsewhere in the United States, and/or
12 importing into this District and elsewhere in the United States, the accused
13 products, that is the Kirkland Signature™ irons.

14 42. Defendants received actual notice of their infringement at least as early
15 as the date of service of this Complaint. Therefore, each Defendant was or is now
16 aware of the asserted patents and the accused products' infringement thereof.

17 43. On information and belief, Defendants have made, used, sold, offered
18 to sell, imported and/or encouraged the making, using, selling, offering to sell, or
19 importing of the accused products despite knowing of an objectively high likelihood
20 that their actions constituted infringement of the asserted patents at all times
21 relevant to this suit.

22 44. For the reasons described above, Defendants' infringement of the
23 asserted patents has been willful.

24 45. Defendants' acts of infringement have caused damage to Taylor Made.
25 Taylor Made is entitled to recover from Defendants the damages incurred by Taylor
26 Made as a result of Defendants' wrongful acts.

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Defendants’ Acts of False Advertisement

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2 46. Taylor Made restates and incorporates by reference the allegations in
3 paragraphs 1 through 45 of this Complaint as if fully set forth herein.

4 47. Defendants advertise the accused products to the public via Costco’s
5 web store. Costco’s website listing the accused products for sale states that “[t]he
6 Kirkland Signature Players Distance Irons are built for distance and forgiveness
7 with a[n] ... injected urethane insert” [https://www.costco.com/kirkland-](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html)
8 [signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html](https://www.costco.com/kirkland-signature-7-piece-players-iron-set%2C-right-handed.product.4000236767.html) (last
9 visited January 29, 2024).

10 48. The accused products, however, do not contain an “injected urethane
11 insert.”

12 49. Costco’s website for the accused products notes that these statements
13 are provided “by the manufacturer.” *Id.* Thus, on information and belief, both
14 Costco and SCDC have made false statements of fact in a commercial
15 advertisement about their own product. Defendants’ false advertising is available on
16 Costco’s website, which is available to consumers throughout the United States and
17 offers the accused products for sale throughout the United States. Defendants have
18 caused their false statements regarding the accused products to enter interstate
19 commerce.

20 50. The statement by Defendants that the accused products contain an
21 “injected urethane insert” is literally false, or in the alternative, is misleading and,
22 on information and belief, has actually deceived or has a tendency to deceive
23 consumers in a way that influences purchasing decisions. Defendants’ false
24 statements are material to purchasing decisions because they falsely or misleadingly
25 suggest that the accused products have features found on premium clubs such as the
26 Taylor Made P790.

27 51. Defendants’ false advertising has misled golf journalists and customers
28 to believe the accused products are similar to or equivalent to the Taylor Made

1 P790 irons. *See* [https://mygolfspy.com/we-tried-it/we-tried-it-kirkland-signature-](https://mygolfspy.com/we-tried-it/we-tried-it-kirkland-signature-players-irons-review/)
2 [players-irons-review/](https://mygolfspy.com/we-tried-it/we-tried-it-kirkland-signature-players-irons-review/) (last visited January 30, 2024) (“Costco’s iron bears a striking
3 resemblance to TaylorMade’s P790.”); [https://golf.com/gear/costcos-499-kirkland-](https://golf.com/gear/costcos-499-kirkland-signature-irons-sold-out-in-just-hours/)
4 [signature-irons-sold-out-in-just-hours/](https://golf.com/gear/costcos-499-kirkland-signature-irons-sold-out-in-just-hours/) (last visited January 30, 2024) (“[The]
5 hollow foam/urethane-filled construction [of the accused products] is similar to
6 many other irons in the player’s distance category, including the TaylorMade
7 P790...”);
8 [https://old.reddit.com/r/golf/comments/18evsni/so_costcos_kirkland_irons_are_basi-](https://old.reddit.com/r/golf/comments/18evsni/so_costcos_kirkland_irons_are_basically_rebranded/)
9 [cally_rebranded/](https://old.reddit.com/r/golf/comments/18evsni/so_costcos_kirkland_irons_are_basically_rebranded/) (last visited January 30, 2024) (“So Costco’s Kirkland irons are
10 basically rebranded 2019 P790’s?”); *id.* (“I read on Golf Spy that the manufacturer
11 is a company named Indi Golf. Could it be possible that they bought Taylor Made’s
12 design/machinery?”);
13 [https://www.reddit.com/r/golf/comments/17fnmwd/so_the_costco_clubs_are_theor-](https://www.reddit.com/r/golf/comments/17fnmwd/so_the_costco_clubs_are_theoretically_dropping_in/)
14 [etically_dropping_in/](https://www.reddit.com/r/golf/comments/17fnmwd/so_the_costco_clubs_are_theoretically_dropping_in/) (last visited January 30, 2024) (“I’m obviously interested in
15 [the Costco Kirkland Signature] irons, especially if they are P790 knock offs.”).

16 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. RE47,653**

17 52. Taylor Made restates and incorporates by reference the allegations in
18 paragraphs 1 through 51 of this Complaint as if fully set forth herein.

19 53. As described above, each Defendant has directly infringed and
20 continues to directly infringe, literally or under the doctrine of equivalents, one or
21 more of the claims of the ’653 patent by, among other things, making, using,
22 selling, offering to sell, and/or importing the accused products that practice the ’653
23 patent claims without permission in violation of 35 U.S.C. § 271(a).

24 54. Each of Defendants’ accused products satisfy, literally or under the
25 doctrine of equivalents, at least claim 1 of the ’653 patent. *See* Exhibit 6.

26 55. Defendants’ accused products therefore infringe at least one claim of
27 the ’653 patent.

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1 56. Taylor Made has been damaged and continues to be damaged by
2 Defendants' infringement of the '653 patent. As a result, Taylor Made is entitled to
3 an award of damages adequate to compensate it for the infringement in an amount
4 that is in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284.

5 57. As a result of Defendants' infringement of the '653 Patent, Taylor
6 Made has suffered irreparable harm and impairment of the value of its patent rights,
7 and Taylor Made will continue to suffer irreparable harm and impairment of the
8 value of its patent rights, unless and until Defendants are permanently enjoined by
9 this Court from infringing the '653 patent under 35 U.S.C. § 283. Taylor Made has
10 no adequate remedy at law and is entitled to a permanent injunction against
11 Defendants.

12 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 10,953,293**

13 58. Taylor Made restates and incorporates by reference the allegations in
14 paragraphs 1 through 57 of this Complaint as if fully set forth herein.

15 59. As described above, each Defendant has directly infringed and
16 continues to directly infringe, literally or under the doctrine of equivalents, one or
17 more of the claims of the '293 patent by, among other things, making, using,
18 selling, offering to sell, and/or importing the accused products that practice the '293
19 patent claims without permission in violation of 35 U.S.C. § 271(a).

20 60. Each of Defendants' accused products satisfy, literally or under the
21 doctrine of equivalents, at least claim 1 of the '293 patent. *See* Exhibit 7.

22 61. Defendants' accused products therefore infringe at least one claim of
23 the '293 patent.

24 62. Taylor Made has been damaged and continues to be damaged by
25 Defendants' infringement of the '293 patent. As a result, Taylor Made is entitled to
26 an award of damages adequate to compensate it for the infringement in an amount
27 that is in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284.

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1 63. As a result of Defendants' infringement of the '293 Patent, Taylor
2 Made has suffered irreparable harm and impairment of the value of its patent rights,
3 and Taylor Made will continue to suffer irreparable harm and impairment of the
4 value of its patent rights, unless and until Defendants are permanently enjoined by
5 this Court from infringing the '293 Patent under 35 U.S.C. § 283. Taylor Made has
6 no adequate remedy at law and is entitled to a permanent injunction against
7 Defendants.

8 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 11,351,426**

9 64. Taylor Made restates and incorporates by reference the allegations in
10 paragraphs 1 through 63 of this Complaint as if fully set forth herein.

11 65. As described above, each Defendant has directly infringed and
12 continues to directly infringe, literally or under the doctrine of equivalents, one or
13 more of the claims of the '426 patent by, among other things, making, using,
14 selling, offering to sell, and/or importing the accused products that practice the '426
15 patent claims without permission in violation of 35 U.S.C. § 271(a).

16 66. Each of Defendants' accused products satisfy, literally or under the
17 doctrine of equivalents, at least claim 17 of the '426 patent. *See* Exhibit 8.

18 67. Defendants' accused products therefore infringe at least one claim of
19 the '426 patent.

20 68. Taylor Made has been damaged and continues to be damaged by
21 Defendants' infringement of the '426 patent. As a result, Taylor Made is entitled to
22 an award of damages adequate to compensate it for the infringement in an amount
23 that is in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284.

24 69. As a result of Defendants' infringement of the '426 Patent, Taylor
25 Made has suffered irreparable harm and impairment of the value of its patent rights,
26 and Taylor Made will continue to suffer irreparable harm and impairment of the
27 value of its patent rights, unless and until Defendants are permanently enjoined by
28 this Court from infringing the '426 Patent under 35 U.S.C. § 283. Taylor Made has

1 no adequate remedy at law and is entitled to a permanent injunction against
2 Defendants.

3 **COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 11,420,097**

4 70. Taylor Made restates and incorporates by reference the allegations in
5 paragraphs 1 through 69 of this Complaint as if fully set forth herein.

6 71. As described above, each Defendant has directly infringed and
7 continues to directly infringe, literally or under the doctrine of equivalents, one or
8 more of the claims of the '097 patent by, among other things, making, using,
9 selling, offering to sell, and/or importing the accused products that practice the '097
10 patent claims without permission in violation of 35 U.S.C. § 271(a).

11 72. Each of Defendants' accused products satisfy, literally or under the
12 doctrine of equivalents, at least claim 13 of the '097 patent. *See* Exhibit 9.

13 73. Defendants' accused products therefore infringe at least one claim of
14 the '097 patent.

15 74. Taylor Made has been damaged and continues to be damaged by
16 Defendants' infringement of the '097 patent. As a result, Taylor Made is entitled to
17 an award of damages adequate to compensate it for the infringement in an amount
18 that is in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284.

19 75. As a result of Defendants' infringement of the '097 patent, Taylor
20 Made has suffered irreparable harm and impairment of the value of its patent rights,
21 and Taylor Made will continue to suffer irreparable harm and impairment of the
22 value of its patent rights, unless and until Defendants are permanently enjoined by
23 this Court from infringing the '097 patent under 35 U.S.C. § 283. Taylor Made has
24 no adequate remedy at law and is entitled to a permanent injunction against
25 Defendants.

26 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 11,559,727**

27 76. Taylor Made restates and incorporates by reference the allegations in
28 paragraphs 1 through 75 of this Complaint as if fully set forth herein.

1 77. As described above, each Defendant has directly infringed and
2 continues to directly infringe, literally or under the doctrine of equivalents, one or
3 more of the claims of the '727 patent by, among other things, making, using,
4 selling, offering to sell, and/or importing the accused products that practice the '727
5 patent claims without permission in violation of 35 U.S.C. § 271(a).

6 78. Each of Defendants' accused products satisfy, literally or under the
7 doctrine of equivalents, at least claim 13 of the '727 patent. *See* Exhibit 10.

8 79. Defendants' accused products therefore infringe at least one claim of
9 the '727 patent.

10 80. Taylor Made has been damaged and continues to be damaged by
11 Defendants' infringement of the '727 patent. As a result, Taylor Made is entitled to
12 an award of damages adequate to compensate it for the infringement in an amount
13 that is in no event less than a reasonable royalty pursuant to 35 U.S.C. § 284.

14 81. As a result of Defendants' infringement of the '727 patent, Taylor
15 Made has suffered irreparable harm and impairment of the value of its patent rights,
16 and Taylor Made will continue to suffer irreparable harm and impairment of the
17 value of its patent rights, unless and until Defendants are permanently enjoined by
18 this Court from infringing the '727 patent under 35 U.S.C. § 283. Taylor Made has
19 no adequate remedy at law and is entitled to a permanent injunction against
20 Defendants.

21 **COUNT VI: FALSE ADVERTISING (15 U.S.C. § 1125)**

22 82. Taylor Made restates and incorporates by reference the allegations in
23 paragraphs 1 through 81 of this Complaint as if fully set forth herein.

24 83. Defendants' statements regarding the construction and performance of
25 the accused products on Costco's website are literally false, or in the alternative, are
26 misleading and, on information and belief, have actually deceived or have a
27 tendency to deceive consumers.

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- 1 C. a judgment and order requiring Defendants to pay Taylor Made its
- 2 damages, costs, expenses, and any enhanced damages to which Taylor
- 3 Made is entitled for Defendants' infringement;
- 4 D. a permanent injunction enjoining Defendants as well as their
- 5 subsidiaries, agents, directors, officers, employees, and those in active
- 6 concert or participation with Defendants from infringing the asserted
- 7 patents;
- 8 E. a judgment and order finding that this is an exceptional case within the
- 9 meaning of 35 U.S.C. § 285 and awarding Taylor Made its reasonable
- 10 attorneys' fees against Defendants;
- 11 F. a judgment that Defendants have violated the Lanham Act, 15 U.S.C.
- 12 §1125(a), by committing acts of false advertisement;
- 13 G. a judgment and order requiring Defendants' to pay Taylor Made its
- 14 damages, costs, expenses, and any punitive or enhanced damages to
- 15 which Taylor Made is entitled for Defendants' false advertisement;
- 16 H. a permanent injunction enjoining Defendants as well as their
- 17 subsidiaries, agents, directors, officers, employees, and those in active
- 18 concert or participation with Defendants from making further false and
- 19 misleading statements regarding the accused products;
- 20 I. a judgment and order requiring Defendants to provide an accounting
- 21 and to pay supplemental damages to Taylor Made, including without
- 22 limitation, pre-judgment and post-judgment interest; and
- 23 J. any and all other relief as the Court may deem appropriate and just
- 24 under the circumstances.
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DATED: January 31, 2024

Respectfully Submitted,

JOHN CHRISTOPHER (J.C.) ROZENDAAL
BYRON PICKARD
ROBERT NIEMEIER
STERNE, KESSLER, GOLDSTEIN & FOX
PLLC

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JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Taylor Made respectfully demands a trial by jury on all claims and issues so triable.

DATED: January 31, 2024

JOHN CHRISTOPHER (J.C.) ROZENDAAL
BYRON PICKARD
ROBERT NIEMEIER
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