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 10 *LLC*

11  
 12 UNITED STATES DISTRICT COURT  
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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 15 GAVRIELI BRANDS, LLC, a  
 16 California Limited Liability Company,

17 Plaintiff,

18 v.

19 LOVIE PEARL GmbH, a German  
 20 Company,

21 Defendant.

Case No. 2:22-cv-6112

**COMPLAINT FOR PATENT  
 INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

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**COMPLAINT AND JURY DEMAND**

Plaintiff Gavrieli Brands, LLC (“Gavrieli”) for its complaint against Defendant Lovie Pearl GmbH (“Lovie Pearl”), hereby alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the laws of the United States, 35 U.S.C. § 101 *et seq.*

2. Gavrieli is the owner of all right, title, and interest in United States Design Patents Nos. D686,812, D688,855, D943,897, D943,252, D846,259, D903,279, D846,845, D885,018, D886,435, D846,849, D681,927, D888,380, and D844,951 and United States Patents Nos. 8,745,893 and 9,398,786 (collectively, the “Patents-in-Suit,” attached hereto as Exs. A-O).

3. Lovie Pearl has used and continues to use the claimed designs of the Patents-in-Suit without Gavrieli’s permission, online and in its “Lovie Pearl” ballet flats (the “Accused Products”), which Lovie Pearl has made, used, offered for sale, and sold in, and/or imported into, the United States.

4. Gavrieli seeks, among other things, permanent injunctive relief to stop Lovie Pearl from infringing the Patents-in-Suit; damages and/or disgorgement of Lovie Pearl’s profits from its infringing activities; pre-judgment and post-judgment interest; costs and attorneys’ fees; and all other relief the Court deems just and proper.

**THE PARTIES**

5. Gavrieli is a California limited liability company with its principal place of business at 5731 Buckingham Parkway, Culver City, California 90230.

6. Lovie Pearl is a company located in Germany. Upon information and belief, its principal place of business, as listed on the Lovie Pearl’s German business registration, is located at Asamstraße 134, 83026 Rosenheim, Germany. Upon information and belief, Lovie Pearl may be served with process, under the Hague Convention, at its address located in Rosenheim, Germany.



1 subsidiaries, agents, alter egos, agents and/or intermediaries (including distributors,  
2 retailers, and others), has purposefully and voluntarily placed one or more of its  
3 infringing products and/or services, as described below, into the stream of  
4 commerce with the expectation that they will be purchased and used by consumers  
5 in the Central District of California. These infringing products and/or services have  
6 been purchased and used by consumers in the Central District of California. Lovie  
7 Pearl has committed acts of patent infringement within the State of California and,  
8 more particularly, within the Central District of California.

9 13. This Court’s exercise of personal jurisdiction over Lovie Pearl is  
10 consistent with the California Long Arm Statute, Cal. Code Civ. Proc. § 410.10,  
11 and traditional notions of fair play and substantial justice.

12 14. Venue is proper as to Lovie Pearl, which is organized under the law of  
13 Germany, under 28 U.S.C. § 1391(c)(3) that provides, “a defendant not resident in  
14 the United States may be sued in any judicial district, and the joinder of such a  
15 defendant shall be disregarded in determining where the action may be brought  
16 with respect to other defendants.”

17 **FACTUAL ALLEGATIONS**

18 15. Gavrieli is well known around the world for its Tieks® by Gavrieli  
19 line of footwear (“Tieks®”). Through Gavrieli’s significant investment in research,  
20 design, development, and marketing, Tieks® has come to possess a distinctive  
21 design, instantly recognizable by its many unique features, including, but not  
22 limited to, a colored outsole that peeks out from under the upper portion while the  
23 flats are being worn—known as the “Peekaboo” outsole. These design features are  
24 essential to the Tieks® brand identity and are recognized in the marketplace as a  
25 designator of the Tieks® brand. An example Tieks® shoe is shown below:  
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16. Tieks® are available in over fifty (50) styles and patterns, and retail for \$185 to \$345 per pair. Sold out styles and patterns of Tieks® are often resold by consumers on secondary markets, such as Poshmark and eBay, for well-above the retail price.

17. Tieks® has received extensive and favorable media coverage on its innovative and stunning design. In the August 2011 issue of Oprah Winfrey’s O Magazine, Tieks® was selected to be on the “O List,” and was again featured by Oprah in Spring 2012, as an item on her list of “Mother’s Day Gifts She Really Wants.” Oprah’s endorsement of Tieks® was so well known that E! News published an article titled “Obsessions: Oprah’s Ultra-Comfy Ballet Flats.” In 2012, INC Magazine featured Tieks® on its “30 Under 30” list, praising the founders for having “created a powerful brand as well as their own category of footwear.” Similarly, in 2013, Forbes listed Tieks® on its list of the “25 Most Innovative Consumer and Retail Brands” that “honor[s] . . . companies that are starting to change the way we live our lives.” In 2013, Entrepreneur Magazine wrote that Tieks® had “develop[ed] a cult status.”

18. The Tieks® brand has a strong and devoted fan base, including one of the largest social media followings in the fashion world, with over 1.5 million followers on Facebook. Fans of the Tieks® brand have even created Facebook Fan Groups devoted to buying, selling, and trading second-hand pairs of Tieks® ballet

1 flats.

2 19. Tieks® has been advertised and featured extensively throughout the  
3 United States, including through Gavrieli’s own social media and advertising, as  
4 well as dozens of feature stories in national publications and broadcast, such as  
5 Forbes, INC, Essence, Travel + Leisure, O Magazine, and the Today Show, as well  
6 as hundreds of blogs. The vast majority of the articles, broadcasts, and blog posts  
7 about Tieks® focus on the novel Peekaboo outsole design.

8 20. Gavrieli has made significant investments, both in time and resources,  
9 in developing Tieks® designs and securing the intellectual property rights that  
10 protect it, including the patents asserted in this Complaint.

11 **Gavrieli’s Design Patents**

12 21. On July 30, 2013, the United States Patent & Trademark Office  
13 (“USPTO”) issued U.S. Design Patent No. D686,812, titled “Sole Assembly For a  
14 Split Sole Shoe” (“the ’812 patent”). A true and correct copy of the ’812 patent is  
15 attached hereto as Exhibit A.

16 22. On September 3, 2013, the USPTO issued U.S. Design Patent No.  
17 D688,855, titled “Split-Sole Shoe With Blue Soles” (“the ’855 patent”). A true and  
18 correct copy of the ’855 patent is attached hereto as Exhibit B.

19 23. On February 22, 2022, the USPTO issued U.S. Design Patent No.  
20 D943,897, titled “Dual-Sole Shoe With Green Outsole Patch” (“the ’897 patent”).  
21 A true and correct copy of the ’897 patent is attached hereto as Exhibit C.

22 24. On February 15, 2022, the USPTO issued U.S. Design Patent No.  
23 D943,252, titled “Ballet Shoe With Green Outsole Patch and Contrasting Upper”  
24 (“the ’252 patent”). A true and correct copy of the ’252 patent is attached hereto as  
25 Exhibit D.

26 25. On April 23, 2019, the USPTO issued U.S. Design Patent No.  
27 D846,259, titled “Ballet Shoe” (“the ’259 patent”). A true and correct copy of the  
28 ’259 patent is attached hereto as Exhibit E.

1           26.    On December 1, 2020, the USPTO issued U.S. Design Patent No.  
2 D903,279, titled “Ballet Shoe” (“the ’279 patent”). A true and correct copy of the  
3 ’279 patent is attached hereto as Exhibit F.

4           27.    On April 30, 2019, the USPTO issued U.S. Design Patent No.  
5 D846,845, titled “Shoe With Color Outpatch Soles” (“the ’845 patent”). A true and  
6 correct copy of the ’845 patent is attached hereto as Exhibit G.

7           28.    On May 26, 2020, the USPTO issued U.S. Design Patent No.  
8 D885,018, titled “Ballet Shoe With Yellow Outpatch Sole and Contrasting Upper”  
9 (“the ’018 patent”). A true and correct copy of the ’018 patent is attached hereto as  
10 Exhibit H.

11           29.    On June 9, 2020, the USPTO issued U.S. Design Patent No. D886,435,  
12 titled “Shoe With Dual Outpatch Sole” (“the ’435 patent”). A true and correct copy  
13 of the ’435 patent is attached hereto as Exhibit I.

14           30.    On April 30, 2019, the USPTO issued U.S. Design Patent No.  
15 D846,849, titled “Ballet Shoe” (“the ’849 patent”). A true and correct copy of the  
16 ’849 patent is attached hereto as Exhibit J.

17           31.    On May 14, 2013, the USPTO issued U.S. Design Patent No.  
18 D681,927, titled “Split-Sole Shoe” (“the ’927 patent”). A true and correct copy of  
19 the ’927 patent is attached hereto as Exhibit K.

20           32.    On June 30, 2020, the USPTO issued U.S. Design Patent No.  
21 D888,380, titled “Ballet Shoe” (“the ’380 patent”). A true and correct copy of the  
22 ’380 patent is attached hereto as Exhibit L.

23           33.    On April 9, 2019, the USPTO issued U.S. Design Patent No.  
24 D844,951, titled “Shoe with Dual-Outpatch Sole” (“the ’951 patent”). A true and  
25 correct copy of the ’951 patent is attached hereto as Exhibit M.

26           34.    Gavrieli is the owner of all right, title, and interest in the ’812, ’855,  
27 ’897, ’252, ’259, ’279, ’845, ’018, ’435, ’849, ’927, ’380, and ’951 patents  
28 (“Asserted Design Patents”) with the full and exclusive right to bring suit to enforce

1 the patents, including the right to recover for past infringement.

2 **Gavrieli’s Utility Patents**

3 35. On June 10, 2014, the USPTO issued U.S. Patent No. 8,745,893, titled  
4 “Split-Sole Footwear” (“the ’893 patent”). A true and correct copy of the ’893  
5 patent is attached hereto as Exhibit N.

6 36. On July 26, 2016, the USPTO issued U.S. Patent No. 9,398,786, titled  
7 “Split-Sole Footwear” (“the ’786 patent”). A true and correct copy of the ’786  
8 patent is attached hereto as Exhibit O.

9 37. Gavrieli is the owner of all right, title, and interest in the ’893 and ’786  
10 patents (“Asserted Utility Patents”) with the full and exclusive right to bring suit to  
11 enforce the patents, including the right to recover for past infringement.

12 **Lovie Pearl’s Infringing Activities**

13 38. Rather than create their own distinctive product design, Lovie Pearl  
14 chose to embark on a campaign to systematically copy Gavrieli’s distinctive  
15 footwear in order to improperly exploit the goodwill Gavrieli has spent years  
16 building in the marketplace. Even a cursory comparison of Tiefs® with the  
17 Accused Products reveals the extent of this misappropriation of Gavrieli intellectual  
18 property.



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26 39. Lovie Pearl offers for sale the Accused Products through its Amazon  
27 Web Store with the name “loviepearl.” A pair of the Accused Products from Lovie  
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1 Pearl’s Amazon store was purchased for delivery within this district to Inglewood,  
2 CA. Attached as Ex. P is a screenshot of the order invoice from Lovie Pearl’s  
3 Amazon Web Store for that purchase.

4 40. The above-referenced pair of the Accused Products were received in  
5 Inglewood, CA.

6 41. The Accused Products, including the styles “Citron,” “Aquatic Elf,”  
7 “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,”  
8 “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,”  
9 “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and  
10 “Shallow Bay” that are sold or offered for sale by Lovie Pearl on its Amazon Web  
11 Store, unlawfully incorporate designs claimed by the Asserted Design Patents  
12 including, but not limited to, the Peekaboo outsole design, and infringe the Asserted  
13 Design Patents.

14 42. Upon information and belief, Lovie Pearl, without Gavrieli’s  
15 authorization, has made, used, offered for sale, sold, and/or imported the Accused  
16 Products into or in the United States, and continues to make, use, offer for sale, sell,  
17 and/or import the Accused Products into or in the United States.

18 **FIRST CLAIM FOR RELIEF**

19 **(Infringement of the ’812 Patent – 35 U.S.C. § 271)**

20 43. Paragraphs 1 through 42 are incorporated by reference as if fully stated  
21 herein.

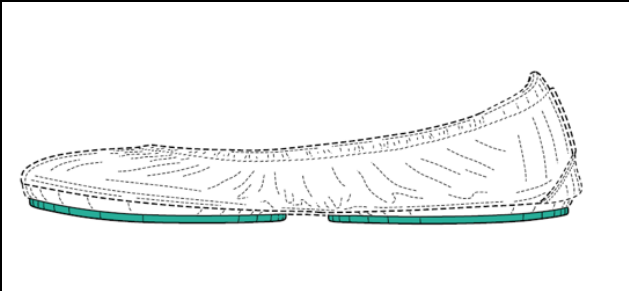

22 44. Gavrieli owns all rights, title, and interest in the ’812 patent.

23 45. Lovie Pearl, without authorization from Gavrieli, has made, used,  
24 offered for sale, sold, and/or imported into or in the United States, and continues to  
25 make, use, offer for sale, sell, and/or import into or in the United States, the  
26 Accused Products having designs substantially similar to the ’812 patent, including,  
27 but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” and  
28 “Malachite” Lovie Pearl ballet flats. Further discovery may reveal additional

1 infringing products and/or models.

2 46. The excerpt from Table 1, reproduced below, compares an exemplary  
 3 figure from the '812 patent with a photograph of an exemplary Accused Product  
 4 taken from a corresponding view. A complete version of Table 1 comparing all  
 5 figures from the '812 patent to corresponding views of the Accused Products is  
 6 attached as Exhibit Q-1. The Accused Product pictured has been advertised,  
 7 marketed, promoted, and made available for purchase to all Lovie Pearl site  
 8 visitors. The Accused Product pictured is also available for sale currently on the  
 9 Lovie Pearl Amazon Web Store.

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TABLE 1	
The '812 Patent	Exemplary Accused Product
<p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> 	<p>16</p> 

17 47. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 18 the doctrine of equivalents, and continues to infringe, the '812 patent in violation of  
 19 the 35 U.S.C. § 271.

20 48. Upon information and belief, Lovie Pearl's infringement of the '812  
 21 patent is, has been, and continues to be undertaken knowingly, willfully,  
 22 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 23 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
 24 this action under 35 U.S.C. § 285.

25 49. Upon information and belief, Lovie Pearl has gained profits by virtue  
 26 of its infringement of the '812 patent.

27 50. Upon information and belief, Lovie Pearl has obtained further  
 28

1 investment by virtue of its infringement of the '812 patent.

2 51. As a direct and proximate result of Lovie Pearl's infringement of the  
3 '812 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
4 determined.

5 52. Gavrieli will suffer and is suffering irreparable harm from Lovie  
6 Pearl's infringement of the '812 patent. Gavrieli has no adequate remedy at law  
7 and is entitled to an injunction against Lovie Pearl's infringement of the '812  
8 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
9 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
10 injury, for which Gavrieli has no adequate remedy at law.

11 **SECOND CLAIM FOR RELIEF**

12 **(Infringement of the '855 Patent – 35 U.S.C. § 271)**

13 53. Paragraphs 1 through 52 are incorporated by reference as if fully stated  
14 herein.

15 54. Gavrieli owns all rights, title, and interest in the '855 patent.

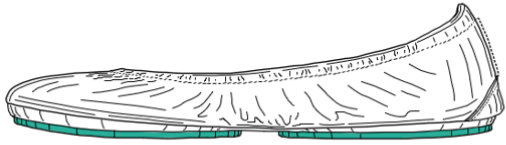

16 55. Lovie Pearl, without authorization from Gavrieli, has made, used,  
17 offered for sale, sold, and/or imported into or in the United States, and continues to  
18 make, use, offer for sale, sell, and/or import into or in the United States, the  
19 Accused Products having designs substantially similar to the '855 patent, including,  
20 but not limited to, the "Citron," "Aquatic Elf," "Coconut," "Green Python," and  
21 "Malachite" Lovie Pearl ballet flats. Further discovery may reveal additional  
22 infringing products and/or models.

23 56. The excerpt from Table 2, reproduced below, compares an exemplary  
24 figure from the '855 patent with a photograph of an exemplary Accused Product  
25 taken from a corresponding view. A complete version of Table 2 comparing all  
26 figures from the '855 patent to corresponding views of the Accused Products is  
27 attached as Exhibit Q-2. The Accused Product pictured has been advertised,  
28 marketed, promoted, and made available for purchase to all Lovie Pearl site

1 visitors. The Accused Product pictured is also available for sale currently on the  
 2 Lovie Pearl Amazon Web Store.

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4 **TABLE 2**

The '855 Patent	Exemplary Accused Product
<p>5</p> <p>6</p> <p>7</p> <p>8</p> 	<p>9</p> 

10 57. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 11 the doctrine of equivalents, and continues to infringe, the '855 patent in violation of  
 12 the 35 U.S.C. § 271.

13 58. Upon information and belief, Lovie Pearl's infringement of the '855  
 14 patent is, has been, and continues to be undertaken knowingly, willfully,  
 15 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 16 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
 17 this action under 35 U.S.C. § 285.

18 59. Upon information and belief, Lovie Pearl has gained profits by virtue  
 19 of its infringement of the '855 patent.

20 60. Upon information and belief, Lovie Pearl has obtained further  
 21 investment by virtue of its infringement of the '855 patent.

22 61. As a direct and proximate result of Lovie Pearl's infringement of the  
 23 '855 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
 24 determined.

25 62. Gavrieli will suffer and is suffering irreparable harm from Lovie  
 26 Pearl's infringement of the '855 patent. Gavrieli has no adequate remedy at law and  
 27 is entitled to an injunction against Lovie Pearl's infringement of the '855 patent.  
 28 Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct,

1 thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for  
2 which Gavrieli has no adequate remedy at law.

3 **THIRD CLAIM FOR RELIEF**

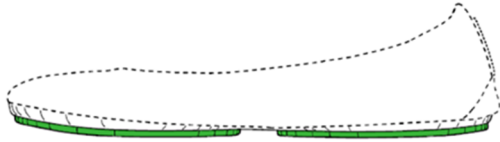

4 **(Infringement of the '897 Patent – 35 U.S.C. § 271)**

5 63. Paragraphs 1 through 62 are incorporated by reference as if fully stated  
6 herein.

7 64. Gavrieli owns all rights, title, and interest in the '897 patent.

8 65. Lovie Pearl, without authorization from Gavrieli, has made, used,  
9 offered for sale, sold, and/or imported into or in the United States, and continues to  
10 make, use, offer for sale, sell, and/or import into or in the United States, the  
11 Accused Products having designs substantially similar to the '897 patent, including,  
12 but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” and  
13 “Malachite” Lovie Pearl ballet flats. Further discovery may reveal additional  
14 infringing products and/or models.

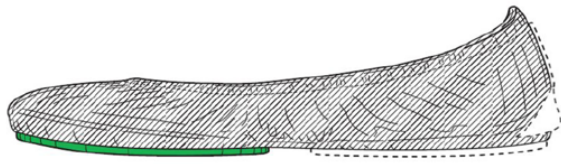

15 66. The excerpt from Table 3, reproduced below, compares an exemplary  
16 figure from the '897 patent with a photograph of an exemplary Accused Product  
17 taken from a corresponding view. A complete version of Table 3 comparing all  
18 figures from the '897 patent to corresponding views of the Accused Products is  
19 attached as Exhibit Q-3. The Accused Product pictured has been advertised,  
20 marketed, promoted, and made available for purchase to all Lovie Pearl site  
21 visitors. The Accused Product pictured is also available for sale currently on the  
22 Lovie Pearl Amazon Web Store.

<b>TABLE 3</b>	
<b>The '855 Patent</b>	<b>Exemplary Accused Product</b>
	



1 make, use, offer for sale, sell, and/or import into or in the United States, the  
 2 Accused Products having designs substantially similar to the '252 patent, including,  
 3 but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” and  
 4 “Malachite” Lovie Pearl ballet flats. Further discovery may reveal additional  
 5 infringing products and/or models.

6 76. The excerpt from Table 4, reproduced below, compares an exemplary  
 7 figure from the '252 patent with a photograph of an exemplary Accused Product  
 8 taken from a corresponding view. A complete version of Table 4 comparing all  
 9 figures from the '252 patent to corresponding views of the Accused Products is  
 10 attached as Exhibit Q-4. The Accused Product pictured has been advertised,  
 11 marketed, promoted, and made available for purchase to all Lovie Pearl site  
 12 visitors. The Accused Product pictured is also available for sale currently on the  
 13 Lovie Pearl Amazon Web Store.

<b>TABLE 4</b>	
<b>The '252 Patent</b>	<b>Exemplary Accused Product</b>
	

21 77. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 22 the doctrine of equivalents, and continues to infringe, the '252 patent in violation of  
 23 the 35 U.S.C. § 271.

24 78. Upon information and belief, Lovie Pearl’s infringement of the '252  
 25 patent is, has been, and continues to be undertaken knowingly, willfully,  
 26 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 27 under 35 U.S.C. § 284 and to attorneys’ fees and expenses incurred in prosecuting  
 28 this action under 35 U.S.C. § 285.

1 79. Upon information and belief, Lovie Pearl has gained profits by virtue  
2 of its infringement of the '252 patent.

3 80. Upon information and belief, Lovie Pearl has obtained further  
4 investment by virtue of its infringement of the '252 patent.

5 81. As a direct and proximate result of Lovie Pearl's infringement of the  
6 '252 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
7 determined.

8 82. Gavrieli will suffer and is suffering irreparable harm from Lovie  
9 Pearl's infringement of the '252 patent. Gavrieli has no adequate remedy at law  
10 and is entitled to an injunction against Lovie Pearl's infringement of the '252  
11 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
12 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
13 injury, for which Gavrieli has no adequate remedy at law.

14 **FIFTH CLAIM FOR RELIEF**

15 **(Infringement of the '259 Patent – 35 U.S.C. § 271)**

16 83. Paragraphs 1 through 82 are incorporated by reference as if fully stated  
17 herein.

18 84. Gavrieli owns all rights, title, and interest in the '259 patent.

19 85. Lovie Pearl, without authorization from Gavrieli, has made, used,  
20 offered for sale, sold, and/or imported into or in the United States, and continues to  
21 make, use, offer for sale, sell, and/or import into or in the United States, the  
22 Accused Products having designs substantially similar to the '259 patent, including,  
23 but not limited to, the "Citron," "Aquatic Elf," "Coconut," "Green Python," and  
24 "Malachite" Lovie Pearl ballet flats. Further discovery may reveal additional  
25 infringing products and/or models.

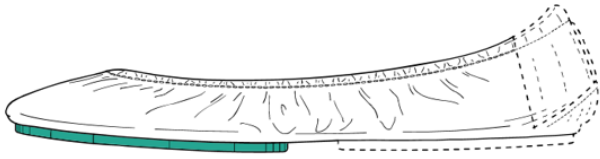

26 86. The excerpt from Table 5, reproduced below, compares an exemplary  
27 figure from the '259 patent with a photograph of an exemplary Accused Product  
28 taken from a corresponding view. A complete version of Table 5 comparing all



1 figures from the '259 patent to corresponding views of the Accused Products is  
 2 attached as Exhibit Q-5. The Accused Product pictured has been advertised,  
 3 marketed, promoted, and made available for purchase to all Lovie Pearl site  
 4 visitors. The Accused Product pictured is also available for sale currently on the  
 5 Lovie Pearl Amazon Web Store.

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7 **TABLE 5**

The '259 Patent	Exemplary Accused Product
	

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14 87. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 15 the doctrine of equivalents, and continues to infringe, the '259 patent in violation of  
 16 the 35 U.S.C. § 271.

17 88. Upon information and belief, Lovie Pearl's infringement of the '259  
 18 patent is, has been, and continues to be undertaken knowingly, willfully,  
 19 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 20 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
 21 this action under 35 U.S.C. § 285.

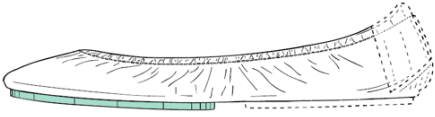

22 89. Upon information and belief, Lovie Pearl has gained profits by virtue  
 23 of its infringement of the '259 patent.

24 90. Upon information and belief, Lovie Pearl has obtained further  
 25 investment by virtue of its infringement of the '259 patent.

26 91. As a direct and proximate result of Lovie Pearl's infringement of the  
 27 '259 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
 28 determined.



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TABLE 6	
The '279 Patent	Exemplary Accused Product
	

97. By the foregoing acts, Lovie Pearl has infringed, literally and/or under the doctrine of equivalents, and continues to infringe, the '279 patent in violation of the 35 U.S.C. § 271.

98. Upon information and belief, Lovie Pearl's infringement of the '279 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

99. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '279 patent.

100. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '279 patent.

101. As a direct and proximate result of Lovie Pearl's infringement of the '279 patent, Gavrieli has been and continues to be damaged in an amount yet to be determined.

102. Gavrieli will suffer and is suffering irreparable harm from Lovie Pearl's infringement of the '279 patent. Gavrieli has no adequate remedy at law and is entitled to an injunction against Lovie Pearl's infringement of the '279 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for which Gavrieli has no adequate remedy at law.

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**SEVENTH CLAIM FOR RELIEF**

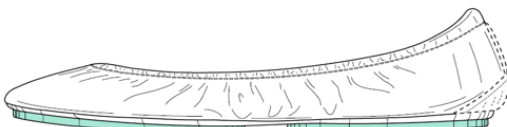

**(Infringement of the '845 Patent – 35 U.S.C. § 271)**

103. Paragraphs 1 through 102 are incorporated by reference as if fully stated herein.

104. Gavrieli owns all rights, title, and interest in the '845 patent.

105. Lovie Pearl, without authorization from Gavrieli, has made, used, offered for sale, sold, and/or imported into or in the United States, and continues to make, use, offer for sale, sell, and/or import into or in the United States, the Accused Products having designs substantially similar to the '845 patent, including, but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” and “Malachite” Lovie Pearl ballet flats. Further discovery may reveal additional infringing products and/or models.

106. The excerpt from Table 7, reproduced below, compares an exemplary figure from the '845 patent with a photograph of an exemplary Accused Product taken from a corresponding view. A complete version of Table 7 comparing all figures from the '845 patent to corresponding views of the Accused Products is attached as Exhibit Q-7. The Accused Product pictured has been advertised, marketed, promoted, and made available for purchase to all Lovie Pearl site visitors. The Accused Product pictured is also available for sale currently on the Lovie Pearl Amazon Web Store.

TABLE 7	
The '845 Patent	Exemplary Accused Product
	

107. By the foregoing acts, Lovie Pearl has infringed, literally and/or under

1 the doctrine of equivalents, and continues to infringe, the '845 patent in violation of  
2 the 35 U.S.C. § 271.

3 108. Upon information and belief, Lovie Pearl's infringement of the '845  
4 patent is, has been, and continues to be undertaken knowingly, willfully,  
5 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
6 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
7 this action under 35 U.S.C. § 285.

8 109. Upon information and belief, Lovie Pearl has gained profits by virtue  
9 of its infringement of the '845 patent.

10 110. Upon information and belief, Lovie Pearl has obtained further  
11 investment by virtue of its infringement of the '845 patent.

12 111. As a direct and proximate result of Lovie Pearl's infringement of the  
13 '845 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
14 determined.

15 112. Gavrieli will suffer and is suffering irreparable harm from Lovie  
16 Pearl's infringement of the '845 patent. Gavrieli has no adequate remedy at law  
17 and is entitled to an injunction against Lovie Pearl's infringement of the '845  
18 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
19 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
20 injury, for which Gavrieli has no adequate remedy at law.

21 **EIGHTH CLAIM FOR RELIEF**

22 **(Infringement of the '018 Patent – 35 U.S.C. § 271)**

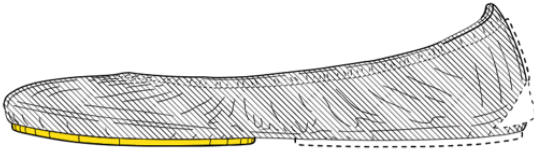

23 113. Paragraphs 1 through 112 are incorporated by reference as if fully  
24 stated herein.

25 114. Gavrieli owns all rights, title, and interest in the '018 patent.

26 115. Lovie Pearl, without authorization from Gavrieli, has made, used,  
27 offered for sale, sold, and/or imported into or in the United States, and continues to  
28 make, use, offer for sale, sell, and/or import into or in the United States, the

1 Accused Products having designs substantially similar to the '018 patent, including,  
 2 but not limited to, the “Mushroom,” “Grassland,” “Laterite,” “Lava,” and “Wheat  
 3 Field” Lovie Pearl ballet flats. Further discovery may reveal additional infringing  
 4 products and/or models.

5 116. The excerpt from Table 8, reproduced below, compares an exemplary  
 6 figure from the '018 patent<sup>1</sup> with a photograph of an exemplary Accused Product  
 7 taken from a corresponding view. A complete version of Table 8 comparing all  
 8 figures from the '018 patent to corresponding views of the Accused Products is  
 9 attached as Exhibit Q-8. The Accused Product pictured has been advertised,  
 10 marketed, promoted, and made available for purchase to all Lovie Pearl site  
 11 visitors. The Accused Product pictured is also available for sale currently on the  
 12 Lovie Pearl Amazon Web Store.

TABLE 8	
The '018 Patent	Exemplary Accused Product
	

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20 117. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 21 the doctrine of equivalents, and continues to infringe, the '018 patent in violation of  
 22 the 35 U.S.C. § 271.

23 118. Upon information and belief, Lovie Pearl’s infringement of the '018  
 24 patent is, has been, and continues to be undertaken knowingly, willfully,  
 25 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 26 under 35 U.S.C. § 284 and to attorneys’ fees and expenses incurred in prosecuting

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 28 <sup>1</sup> The '018 patent claims a yellow outpatch sole. The exemplary figure in Table 8 includes a yellow color as claimed by the '018 patent.

1 this action under 35 U.S.C. § 285.

2 119. Upon information and belief, Lovie Pearl has gained profits by virtue  
3 of its infringement of the '018 patent.

4 120. Upon information and belief, Lovie Pearl has obtained further  
5 investment by virtue of its infringement of the '018 patent.

6 121. As a direct and proximate result of Lovie Pearl's infringement of the  
7 '018 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
8 determined.

9 122. Gavrieli will suffer and is suffering irreparable harm from Lovie  
10 Pearl's infringement of the '018 patent. Gavrieli has no adequate remedy at law  
11 and is entitled to an injunction against Lovie Pearl's infringement of the '018  
12 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
13 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
14 injury, for which Gavrieli has no adequate remedy at law.

15 **NINTH CLAIM FOR RELIEF**

16 **(Infringement of the '435 Patent – 35 U.S.C. § 271)**

17 123. Paragraphs 1 through 122 are incorporated by reference as if fully  
18 stated herein.

19 124. Gavrieli owns all rights, title, and interest in the '435 patent.

20 125. Lovie Pearl, without authorization from Gavrieli, has made, used,  
21 offered for sale, sold, and/or imported into or in the United States, and continues to  
22 make, use, offer for sale, sell, and/or import into or in the United States, the  
23 Accused Products having designs substantially similar to the '435 patent, including,  
24 but not limited to, the "Starry Sky," "Blooming Rose," "Cloisonné," "Deep Sea,"  
25 "Emerald," and "Manjusaka" Lovie Pearl ballet flats. Further discovery may reveal  
26 additional infringing products and/or models.

27 126. The excerpt from Table 9, reproduced below, compares an exemplary  
28 figure from the '435 patent with a photograph of an exemplary Accused Product

1 taken from a corresponding view. A complete version of Table 9 comparing all  
 2 figures from the '435 patent to corresponding views of the Accused Products is  
 3 attached as Exhibit Q-9. The Accused Product pictured has been advertised,  
 4 marketed, promoted, and made available for purchase to all Lovie Pearl site  
 5 visitors. The Accused Product pictured is also available for sale currently on the  
 6 Lovie Pearl Amazon Web Store.

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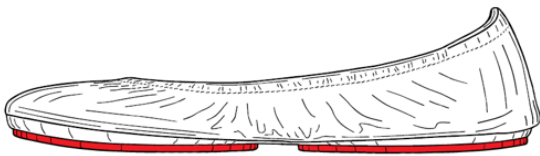

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TABLE 9	
The '435 Patent	Exemplary Accused Product
	

14 127. By the foregoing acts, Lovie Pearl has infringed, literally and/or under  
 15 the doctrine of equivalents, and continues to infringe, the '435 patent in violation of  
 16 the 35 U.S.C. § 271.

17 128. Upon information and belief, Lovie Pearl's infringement of the '435  
 18 patent is, has been, and continues to be undertaken knowingly, willfully,  
 19 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
 20 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
 21 this action under 35 U.S.C. § 285.

22 129. Upon information and belief, Lovie Pearl has gained profits by virtue  
 23 of its infringement of the '435 patent.

24 130. Upon information and belief, Lovie Pearl has obtained further  
 25 investment by virtue of its infringement of the '435 patent.

26 131. As a direct and proximate result of Lovie Pearl's infringement of the  
 27 '435 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
 28 determined.



1 132. Gavrieli will suffer and is suffering irreparable harm from Lovie  
2 Pearl’s infringement of the ’435 patent. Gavrieli has no adequate remedy at law  
3 and is entitled to an injunction against Lovie Pearl’s infringement of the ’435  
4 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
5 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
6 injury, for which Gavrieli has no adequate remedy at law.

7 **TENTH CLAIM FOR RELIEF**

8 **(Infringement of the ’849 Patent – 35 U.S.C. § 271)**

9 133. Paragraphs 1 through 132 are incorporated by reference as if fully  
10 stated herein.

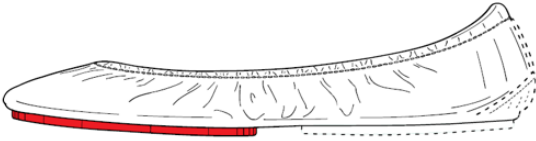

11 134. Gavrieli owns all rights, title, and interest in the ’849 patent.

12 135. Lovie Pearl, without authorization from Gavrieli, has made, used,  
13 offered for sale, sold, and/or imported into or in the United States, and continues to  
14 make, use, offer for sale, sell, and/or import into or in the United States, the  
15 Accused Products having designs substantially similar to the ’849 patent, including,  
16 but not limited to, the “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,”  
17 “Emerald,” and “Manjusaka” Lovie Pearl ballet flats. Further discovery may reveal  
18 additional infringing products and/or models.

19 136. The excerpt from Table 10, reproduced below, compares an exemplary  
20 figure from the ’849 patent with a photograph of an exemplary Accused Product  
21 taken from a corresponding view. A complete version of Table 10 comparing all  
22 figures from the ’849 patent to corresponding views of the Accused Products is  
23 attached as Exhibit Q-10. The Accused Product pictured has been advertised,  
24 marketed, promoted, and made available for purchase to all Lovie Pearl site  
25 visitors. The Accused Product pictured is also available for sale currently on the  
26 Lovie Pearl Amazon Web Store.

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<b>TABLE 10</b>	
<b>The '849 Patent</b>	<b>Exemplary Accused Product</b>
	

137. By the foregoing acts, Lovie Pearl has infringed, literally and/or under the doctrine of equivalents, and continues to infringe, the '849 patent in violation of the 35 U.S.C. § 271.

138. Upon information and belief, Lovie Pearl's infringement of the '849 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

139. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '849 patent.

140. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '849 patent.

141. As a direct and proximate result of Lovie Pearl's infringement of the '849 patent, Gavrieli has been and continues to be damaged in an amount yet to be determined.

142. Gavrieli will suffer and is suffering irreparable harm from Lovie Pearl's infringement of the '849 patent. Gavrieli has no adequate remedy at law and is entitled to an injunction against Lovie Pearl's infringement of the '849 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for which Gavrieli has no adequate remedy at law.

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**ELEVENTH CLAIM FOR RELIEF**

**(Infringement of the '927 Patent – 35 U.S.C. § 271)**

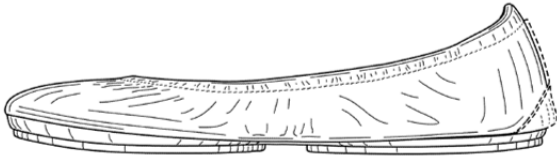

143. Paragraphs 1 through 142 are incorporated by reference as if fully stated herein.

144. Gavrieli owns all rights, title, and interest in the '927 patent.

145. Lovie Pearl, without authorization from Gavrieli, has made, used, offered for sale, sold, and/or imported into or in the United States, and continues to make, use, offer for sale, sell, and/or import into or in the United States, the Accused Products having designs substantially similar to the '927 patent, including, but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,” “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,” “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and “Shallow Bay” Lovie Pearl ballet flats. Further discovery may reveal additional infringing products and/or models.

146. The excerpt from Table 11, reproduced below, compares an exemplary figure from the '927 patent with a photograph of an exemplary Accused Product taken from a corresponding view. A complete version of Table 11 comparing all figures from the '927 patent to corresponding views of the Accused Products is attached as Exhibit Q-11. The Accused Product pictured has been advertised, marketed, promoted, and made available for purchase to all Lovie Pearl site visitors. The Accused Product pictured is also available for sale currently on the Lovie Pearl Amazon Web Store.

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TABLE 11	
The '927 Patent	Exemplary Accused Product
	

147. By the foregoing acts, Lovie Pearl has infringed, literally and/or under the doctrine of equivalents, and continues to infringe, the '927 patent in violation of the 35 U.S.C. § 271.

148. Upon information and belief, Lovie Pearl's infringement of the '927 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

149. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '927 patent.

150. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '927 patent.

151. As a direct and proximate result of Lovie Pearl's infringement of the '927 patent, Gavrieli has been and continues to be damaged in an amount yet to be determined.

152. Gavrieli will suffer and is suffering irreparable harm from Lovie Pearl's infringement of the '927 patent. Gavrieli has no adequate remedy at law and is entitled to an injunction against Lovie Pearl's infringement of the '927 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for which Gavrieli has no adequate remedy at law.

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**TWELFTH CLAIM FOR RELIEF**

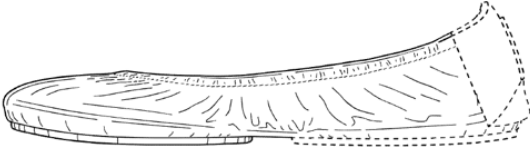

**(Infringement of the '380 Patent – 35 U.S.C. § 271)**

153. Paragraphs 1 through 152 are incorporated by reference as if fully stated herein.

154. Gavrieli owns all rights, title, and interest in the '380 patent.

155. Lovie Pearl, without authorization from Gavrieli, has made, used, offered for sale, sold, and/or imported into or in the United States, and continues to make, use, offer for sale, sell, and/or import into or in the United States, the Accused Products having designs substantially similar to the '380 patent, including, but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,” “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,” “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and “Shallow Bay” Lovie Pearl ballet flats. Further discovery may reveal additional infringing products and/or models.

156. The excerpt from Table 12, reproduced below, compares an exemplary figure from the '380 patent with a photograph of an exemplary Accused Product taken from a corresponding view. A complete version of Table 12 comparing all figures from the '380 patent to corresponding views of the Accused Products is attached as Exhibit Q-12. The Accused Product pictured has been advertised, marketed, promoted, and made available for purchase to all Lovie Pearl site visitors. The Accused Product pictured is also available for sale currently on the Lovie Pearl Amazon Web Store.

<b>TABLE 12</b>	
<b>The '380 Patent</b>	<b>Exemplary Accused Product</b>
	

157. By the foregoing acts, Lovie Pearl has infringed, literally and/or under the doctrine of equivalents, and continues to infringe, the '380 patent in violation of the 35 U.S.C. § 271.

158. Upon information and belief, Lovie Pearl's infringement of the '380 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

159. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '380 patent.

160. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '380 patent.

161. As a direct and proximate result of Lovie Pearl's infringement of the '380 patent, Gavrieli has been and continues to be damaged in an amount yet to be determined.

162. Gavrieli will suffer and is suffering irreparable harm from Lovie Pearl's infringement of the '380 patent. Gavrieli has no adequate remedy at law and is entitled to an injunction against Lovie Pearl's infringement of the '380 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for which Gavrieli has no adequate remedy at law.

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**THIRTEENTH CLAIM FOR RELIEF**

**(Infringement of the '951 Patent – 35 U.S.C. § 271)**

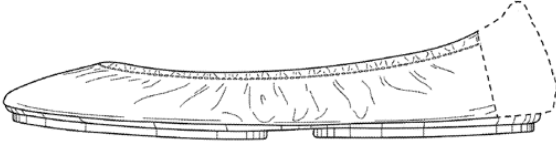

163. Paragraphs 1 through 162 are incorporated by reference as if fully stated herein.

164. Gavrieli owns all rights, title, and interest in the '951 patent.

165. Lovie Pearl, without authorization from Gavrieli, has made, used, offered for sale, sold, and/or imported into or in the United States, and continues to make, use, offer for sale, sell, and/or import into or in the United States, the Accused Products having designs substantially similar to the '951 patent, including, but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,” “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,” “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and “Shallow Bay” Lovie Pearl ballet flats. Further discovery may reveal additional infringing products and/or models.

166. The excerpt from Table 13, reproduced below, compares an exemplary figure from the '951 patent with a photograph of an exemplary Accused Product taken from a corresponding view. A complete version of Table 13 comparing all figures from the '951 patent to corresponding views of the Accused Products is attached as Exhibit Q-13. The Accused Product pictured has been advertised, marketed, promoted, and made available for purchase to all Lovie Pearl site visitors. The Accused Product pictured is also available for sale currently on the Lovie Pearl Amazon Web Store.

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<b>TABLE 13</b>	
<b>The '951 Patent</b>	<b>Exemplary Accused Product</b>
	

167. By the foregoing acts, Lovie Pearl has infringed, literally and/or under the doctrine of equivalents, and continues to infringe, the '951 patent in violation of the 35 U.S.C. § 271.

168. Upon information and belief, Lovie Pearl's infringement of the '951 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

169. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '951 patent.

170. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '951 patent.

171. As a direct and proximate result of Lovie Pearl's infringement of the '951 patent, Gavrieli has been and continues to be damaged in an amount yet to be determined.

172. Gavrieli will suffer and is suffering irreparable harm from Lovie Pearl's infringement of the '951 patent. Gavrieli has no adequate remedy at law and is entitled to an injunction against Lovie Pearl's infringement of the '951 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and injury, for which Gavrieli has no adequate remedy at law.



**FOURTEENTH CLAIM FOR RELIEF**

**(Infringement of the '893 Patent – 35 U.S.C. § 271)**

173. Paragraphs 1 through 172 are incorporated by reference as if fully stated herein.

174. Gavrieli owns all rights, title, and interest in the '893 patent.

175. Lovie Pearl, without authorization from Gavrieli, has made, used, offered for sale, sold, and/or imported into or in the United States, and continues to make, use, offer for sale, sell, and/or import into or in the United States, the Accused Products including, but not limited to, the “Citron,” “Aquatic Elf,” “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,” “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,” “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and “Shallow Bay” Lovie Pearl ballet flats that infringe the '893 patent. Further discovery may reveal additional infringing products and/or models.

176. By the foregoing acts, Lovie Pearl has infringed and continues to infringe each and every element of at least claim 33 of the '893 patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

177. For example, claim 33 of the '893 patent recites:

33. A shoe comprising:

[a] an upper, the upper forming an interior portion for receiving a foot of a woman, the interior portion including a toe cavity and a heel cavity;

[b] a midsole, the midsole having (i) a toe end, (ii) a heel end, (iii) an inner side, and (iv) an outer side, wherein a perimeter of the midsole is stitched to the upper thereby forming a bottom to the interior portion that is bounded by a first seam;

[c] a heel outsole patch stitched onto a heel portion of a first face of the midsole;

[d] a toe outsole patch stitched onto a toe portion of the first face of the

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midsole;

[e] an insole that is affixed by glue to the bottom of the interior portion;

[f] wherein there is a spacing between (i) the heel outsole patch stitched onto the heel portion of the first face of the midsole and (ii) the toe outsole patch stitched onto the toe portion of the first face of the midsole, the spacing extending from the inner side to the outer side and occupying a position intermediate the toe end and the heel end thereby permitting the entire shoe to fold about an axis in the spacing running between the inner side and outer side;

[g] wherein the shoe is configured to fold between (i) an extended state wherein the heel outsole patch and the toe outsole patch are coplanar and (ii) a folded state in which the shoe is bent about the axis such that a portion of the upper comprising the toe cavity is tucked into the heel cavity, and wherein

[h] (i) the insole is not stitched to the upper, and

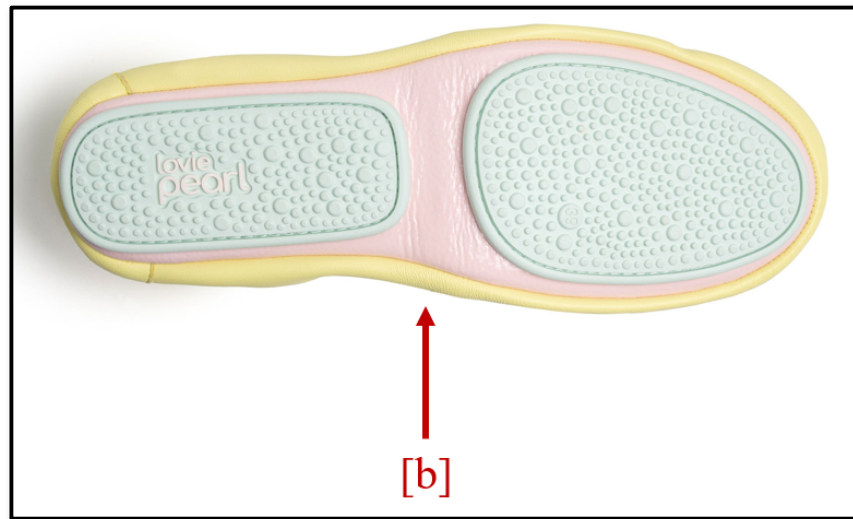
[i] (ii) a region of the shoe defined by the heel outsole patch and comprising a corresponding portion of the midsole and the insole has a spring constant of between 0.40 kilogram-force/inch and 0.70 kilogram-force/inch.

178. The Accused Products meet each and every element of claim 33.

179. With respect to element [a] of claim 33, for example, the Accused Products include an upper (indicated by the arrow labeled “[a]”) that forms an interior portion for receiving a foot of a woman and an interior portion that includes a toe cavity and a heel cavity:



1 180. With respect to element [b] of claim 33, for example, the Accused  
2 Products include a midsole (indicated by the arrows labeled “[b]”), having (i) a toe  
3 end, (ii) a heel end, (iii) an inner side, and (iv) an outer side, wherein a perimeter of  
4 the midsole is stitched to the upper thereby forming a bottom to the interior portion  
5 that is bounded by a first seam:



20 181. With respect to element [c] of claim 33, for example, the Accused  
21 Products include a heel outsole patch stitched onto a heel portion of a first face of  
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1 the midsole (indicated by the arrow labeled “[c]”):

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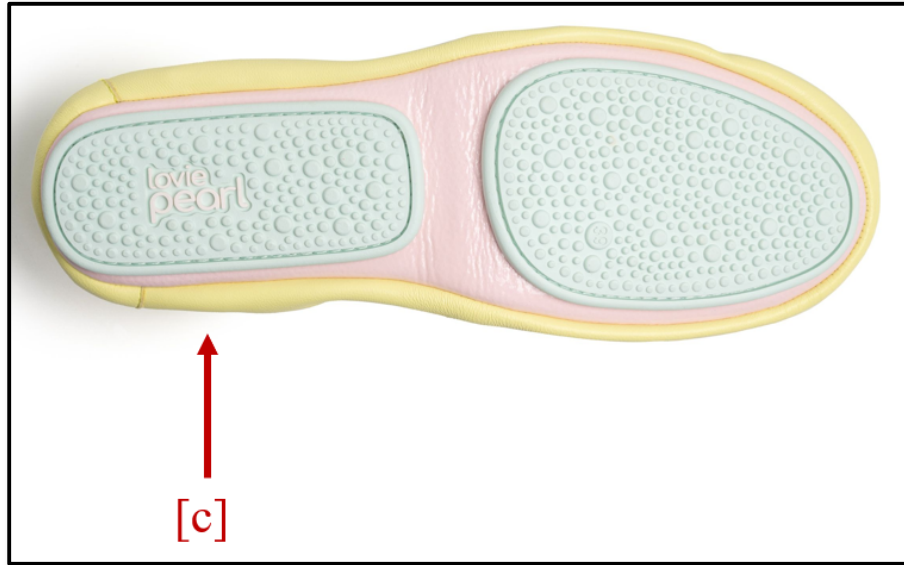
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182. With respect to element [d] of claim 33, for example, the Accused Products include a toe outsole patch stitched onto a toe portion of the first face of the midsole (indicated by the arrow labeled “[d]”):

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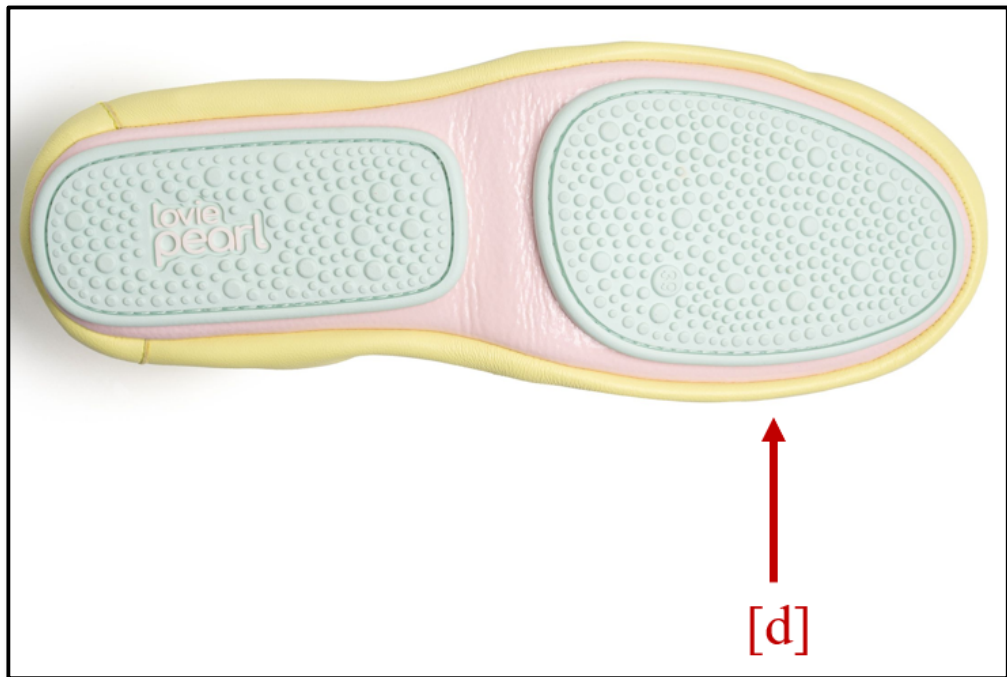
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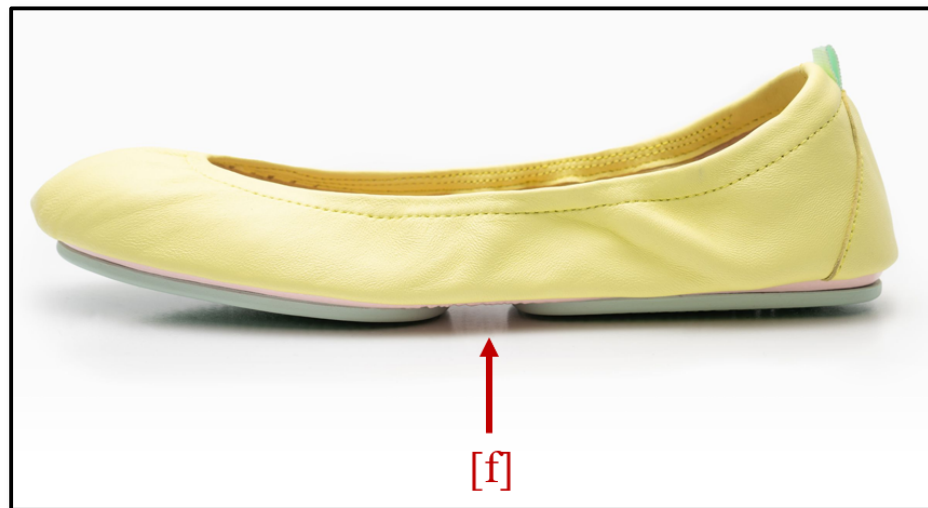
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183. With respect to element [e] of claim 33, for example, the Accused Products include an insole that is affixed by glue to the bottom of the interior

1 portion:

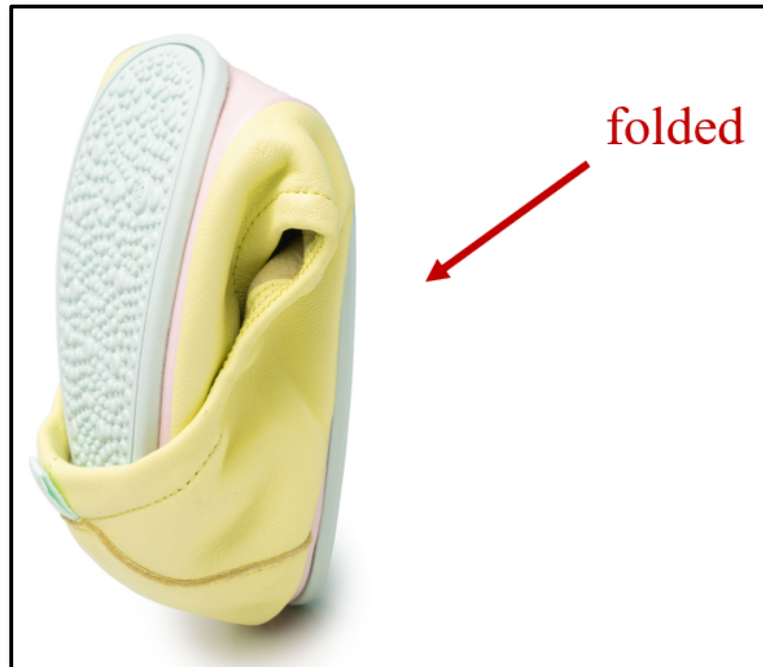


10  
11 184. With respect to element [f] of claim 33, for example, the Accused  
12 Products include spacing between (i) the heel outsole patch stitched onto the heel  
13 portion of the first face of the midsole and (ii) the toe outsole patch stitched onto  
14 the toe portion of the first face of the midsole, the spacing extending from the inner  
15 side to the outer side and occupying a position intermediate the toe end and the heel  
16 end thereby permitting the entire shoe to fold about an axis in the spacing running  
17 between the inner side and outer side (indicated by the arrow labeled “[f]”):



26 185. With respect to element [g] of claim 33, for example, the Accused  
27 Products can be configured to fold between an extended state wherein the heel  
28

1    outsole patch and the toe outsole patch are coplanar and (ii) a folded state in which  
2    the shoe is bent about the axis such that a portion of the upper comprising the toe  
3    cavity is tucked into the heel cavity (as indicated by the below photographs):



23           186. With respect to element [h] of claim 33, for example, the Accused  
24 Products contain insoles that are not stitched to the upper:  
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187. With respect to element [i] of claim 33, upon information and belief, the Accused Products contain a region of the shoe defined by a heel outsole patch and comprising a corresponding portion of the midsole with the insole having a spring constant of between 0.40 kilogram-force/inch and 0.70 kilogram-force/inch.

188. By the foregoing acts, Lovie Pearl has infringed and continues to infringe each and every element of at least claim 33 of the '893 patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C § 271.

189. Upon information and belief, Lovie Pearl's infringement of the '893 patent is, has been, and continues to be undertaken knowingly, willfully, deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

190. Upon information and belief, Lovie Pearl has gained profits by virtue of its infringement of the '893 patent.

191. Upon information and belief, Lovie Pearl has obtained further investment by virtue of its infringement of the '893 patent.

192. As a direct and proximate result of Lovie Pearl's infringement of the '893 patent, Gavrieli has been and continues to be damaged in an amount yet to be

1 determined.

2 193. Gavrieli will suffer and is suffering irreparable harm from  
3 Lovie Pearl’s infringement of the ’893 patent. Gavrieli has no adequate remedy at  
4 law and is entitled to an injunction against Lovie Pearl’s infringement of the ’893  
5 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
6 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
7 injury, for which Gavrieli has no adequate remedy at law.

8 **FIFTEENTH CLAIM FOR RELIEF**

9 **(Infringement of the ’786 Patent – 35 U.S.C. § 271)**

10 194. Paragraphs 1 through 193 are incorporated by reference as if fully  
11 stated herein.

12 195. Gavrieli owns all rights, title, and interest in the ’786 patent.

13 196. Lovie Pearl, without authorization from Gavrieli, has made, used,  
14 offered for sale, sold, and/or imported into or in the United States, and continues to  
15 make, use, offer for sale, sell, and/or import into or in the United States, the  
16 Accused Products including, but not limited to, the “Citron,” “Aquatic Elf,”  
17 “Coconut,” “Green Python,” “Malachite,” “Mushroom,” “Grassland,” “Laterite,”  
18 “Lava,” “Wheat Field,” “Starry Sky,” “Blooming Rose,” “Cloisonné,” “Deep Sea,”  
19 “Emerald,” “Manjusaka,” “Fog,” “Cotton Candy,” “Magnolia,” “Milk Sugar,” and  
20 “Shallow Bay” Lovie Pearl ballet flats that infringe the ’786 patent. Further  
21 discovery may reveal additional infringing products and/or models.

22 197. By the foregoing acts, Lovie Pearl has infringed and continues to  
23 infringe each and every element of at least claim 34 of the ’786 patent, literally  
24 and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

25 198. For example, claim 34 of the ’786 patent recites:

26 34. A shoe comprising:

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28 [a] an upper, the upper forming an interior portion for receiving a foot of a



- 1 woman, the interior portion including a toe cavity and a heel cavity;
- 2
- 3 [b] a midsole, the midsole having (i) a toe end, (ii) a heel end, (iii) an inner
- 4 side, and (iv) an outer side, wherein a perimeter of the midsole is stitched to
- 5 the upper thereby forming a bottom to the interior portion that is bounded by
- 6 a first seam;
- 7
- 8 [c] a heel outsole patch stitched onto a heel portion of a first face of the
- 9 midsole;
- 10
- 11 [d] a toe outsole patch stitched onto a toe portion of the first face of the
- 12 midsole;
- 13
- 14 [e] an insole that is affixed by glue to the bottom of the interior portion;
- 15
- 16 [f] wherein there is a spacing between (i) the heel outsole patch stitched onto
- 17 the heel portion of the first face of the midsole and (ii) the toe outsole patch
- 18 stitched onto the toe portion of the first face of the midsole, the spacing
- 19 extending from the inner side to the outer side and occupying a position
- 20 intermediate the toe end and the heel end thereby permitting the entire shoe
- 21 to fold about an axis in the spacing running between the inner side and outer
- 22 side; and
- 23
- 24 [g] wherein the shoe is configured to fold between (i) an extended state
- 25 wherein the heel outsole patch and the toe outsole patch are coplanar and (ii)
- 26 a folded state in which the shoe is bent about the axis such that a portion of
- 27 the upper comprising the toe cavity is tucked into the heel cavity, and
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- 29 [h] wherein a back corner of the toe outsole patch is within  $\frac{1}{4}$  of an inch of a
- 30 portion of the first seam.

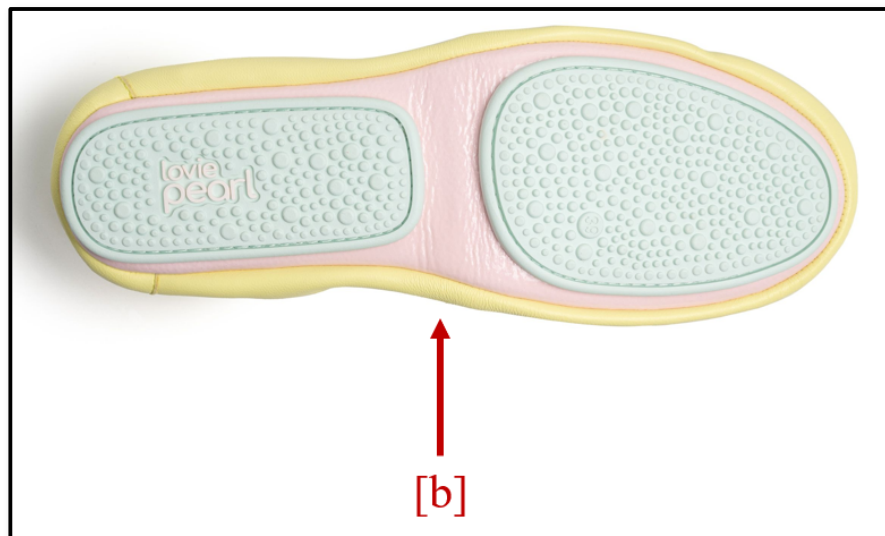
199. The Accused Products meet each and every element of claim 34.

200. With respect to element [a] of claim 34, for example, the Accused Products include an upper (indicated by the arrow labeled “[a]”) that forms an interior portion for receiving a foot of a woman and an interior portion that includes a toe cavity and a heel cavity:

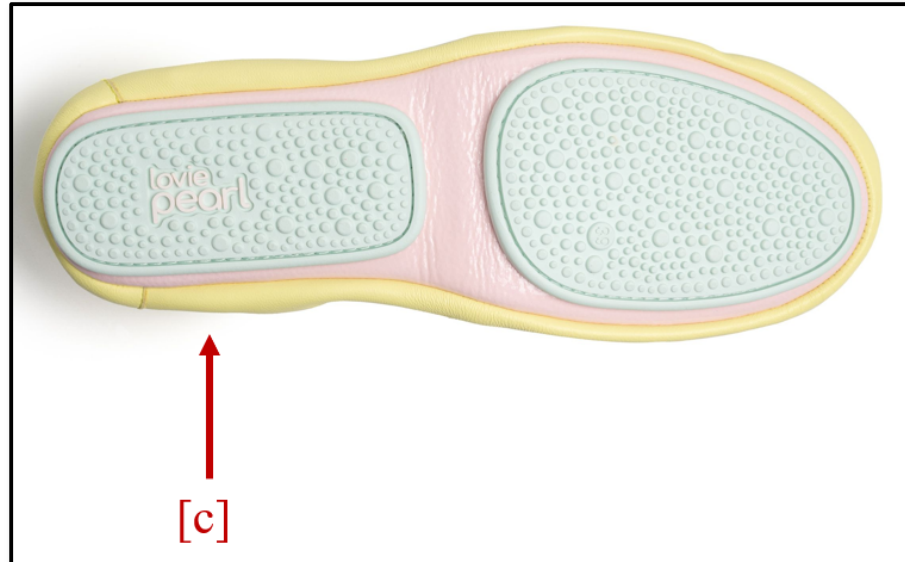
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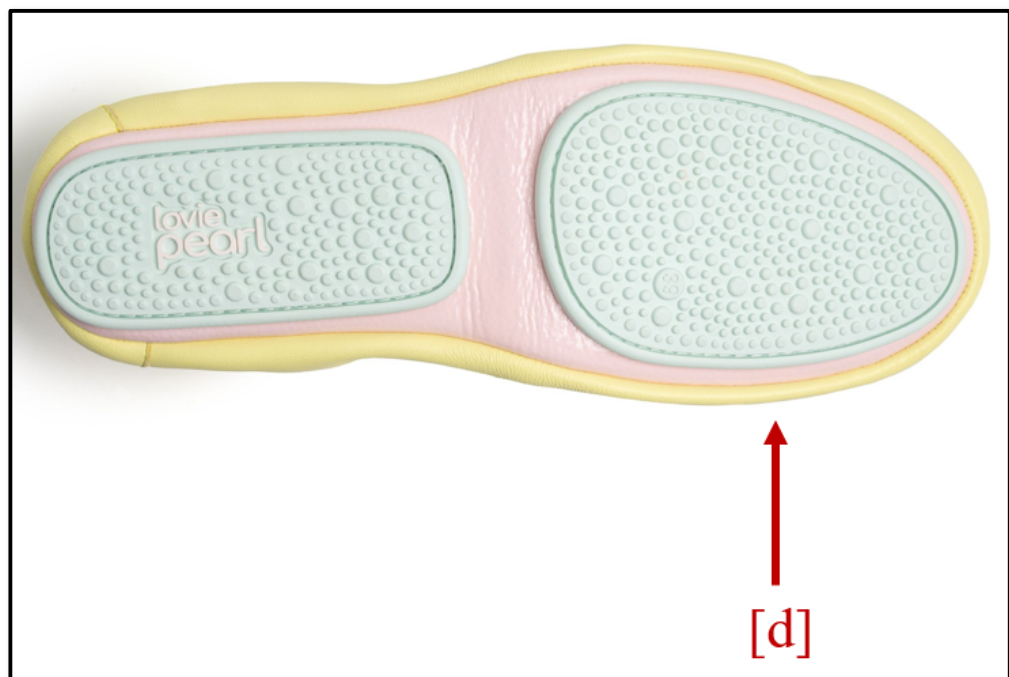
201. With respect to element [b] of claim 34, for example, the Accused Products include a midsole (indicated by the arrows labeled “[b]”), having (i) a toe end, (ii) a heel end, (iii) an inner side, and (iv) an outer side, wherein a perimeter of the midsole is stitched to the upper thereby forming a bottom to the interior portion that is bounded by a first seam:



1           202. With respect to element [c] of claim 34, for example, the Accused  
2 Products include a heel outsole patch stitched onto a heel portion of a first face of  
3 the midsole (indicated by the arrow labeled “[c]”):



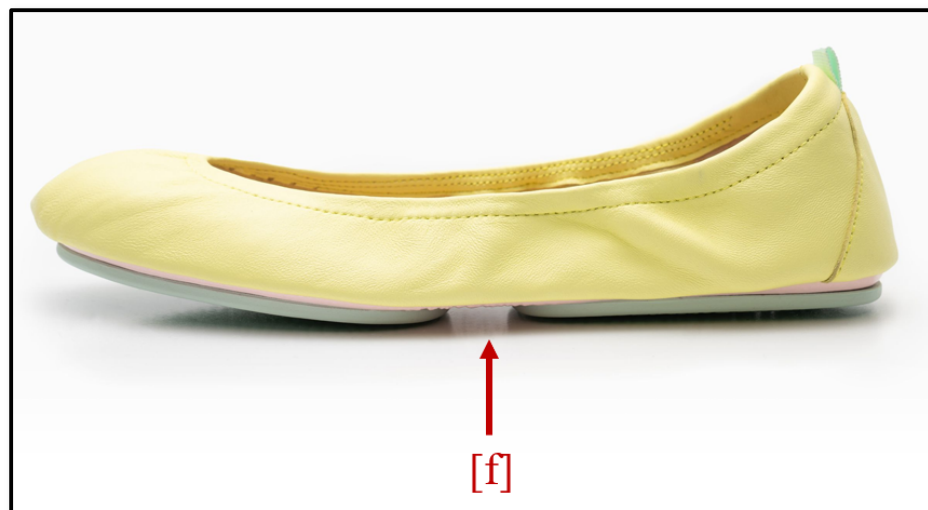
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14           203. With respect to element [d] of claim 34, for example, the Accused  
15 Products include a toe outsole patch stitched onto a toe portion of the first face of  
16 the midsole (indicated by the arrow labeled “[d]”):



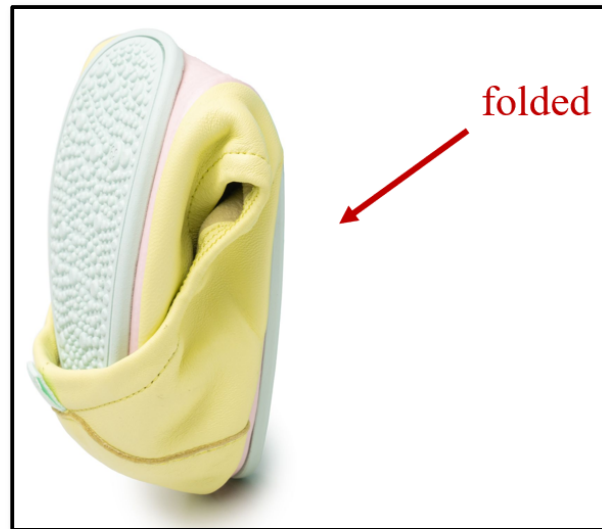
1           204. With respect to element [e] of claim 34, for example, the Accused  
2 Products include an insole that is affixed by glue to the bottom of the interior  
3 portion:



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13           205. With respect to element [f] of claim 34, for example, the Accused  
14 Products include spacing between (i) the heel outsole patch stitched onto the heel  
15 portion of the first face of the midsole and (ii) the toe outsole patch stitched onto  
16 the toe portion of the first face of the midsole, the spacing extending from the inner  
17 side to the outer side and occupying a position intermediate the toe end and the heel  
18 end thereby permitting the entire shoe to fold about an axis in the spacing running  
19 between the inner side and outer side (indicated by the arrow labeled “[f]”):



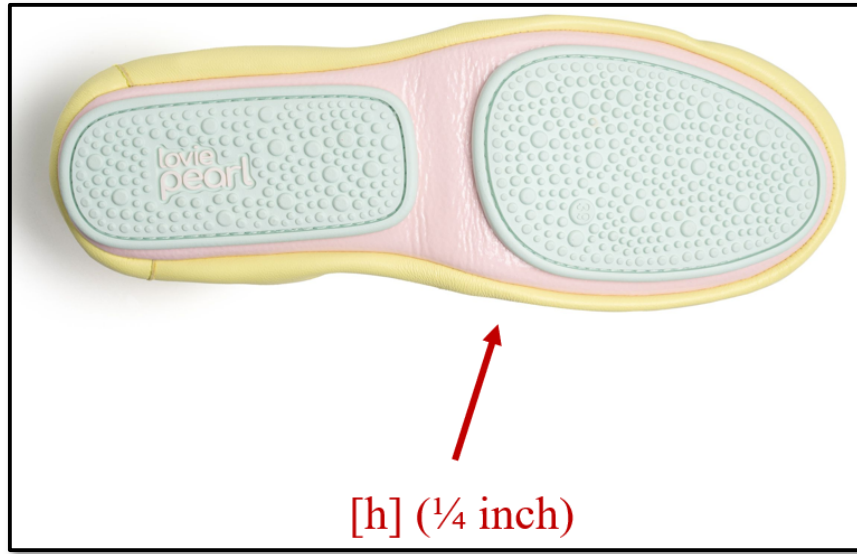
1           206. With respect to element [g] of claim 34, for example, the Accused  
2 Products can be configured to fold between an extended state wherein the heel  
3 outsole patch and the toe outsole patch are coplanar and (ii) a folded state in which  
4 the shoe is bent about the axis such that a portion of the upper comprising the toe  
5 cavity is tucked into the heel cavity (as indicated by the below photographs):



22           207. With respect to element [h] of claim 34, for example, the Accused  
23 Products include a back corner of the toe outsole patch within  $\frac{1}{4}$  of an inch of a  
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1 portion of the first seam (indicated by the arrow labeled “[h]”):



11 208. By the foregoing acts, Lovie Pearl has infringed and continues to  
12 infringe each and every element of at least claim 34 of the '786 patent, literally  
13 and/or under the doctrine of equivalents, in violation of 35 U.S.C § 271.

14 209. Upon information and belief, Lovie Pearl has gained profits by virtue  
15 of its infringement of the '786 patent.

16 210. Upon information and belief, Lovie Pearl's infringement of the '786  
17 patent is, has been, and continues to be undertaken knowingly, willfully,  
18 deliberately, maliciously, and in bad faith, entitling Gavrieli to enhanced damages  
19 under 35 U.S.C. § 284 and to attorneys' fees and expenses incurred in prosecuting  
20 this action under 35 U.S.C. § 285.

21 211. Upon information and belief, Lovie Pearl has obtained further  
22 investment by virtue of its infringement of the '786 patent.

23 212. As a direct and proximate result of Lovie Pearl's infringement of the  
24 '786 patent, Gavrieli has been and continues to be damaged in an amount yet to be  
25 determined.

26 213. Gavrieli will suffer and is suffering irreparable harm from  
27 Lovie Pearl's infringement of the '893 patent. Gavrieli has no adequate remedy at  
28

1 law and is entitled to an injunction against Lovie Pearl’s infringement of the ’893  
2 patent. Unless enjoined by this Court, Lovie Pearl will continue its infringing  
3 conduct, thereby causing Gavrieli to further sustain irreparable damage, loss, and  
4 injury, for which Gavrieli has no adequate remedy at law.

5 **REQUEST FOR RELIEF**

6 WHEREFORE, Gavrieli prays for judgment against Lovie Pearl as follows:

7 A. A judgment and order adjudicating and declaring that Lovie Pearl has  
8 infringed each of the Patents-in-Suit;

9 B. A judgment and order permanently enjoining Lovie Pearl, its officers,  
10 agents, servants, employees, attorneys and all persons in active concert or  
11 participation with Lovie Pearl from further infringement of the Patents-in-Suit.

12 D. A judgment and order that Lovie Pearl must account and pay actual  
13 damages, including a disgorgement of Lovie Pearl’s profits and/or any lost profits  
14 or other harm to Gavrieli (but no less than a reasonable royalty), to Gavrieli for  
15 Lovie Pearl’s infringement of the Patents-in-Suit;

16 E. A judgment and order awarding Gavrieli the total profits realized by  
17 Lovie Pearl from its infringement of the Patents-in-Suit pursuant to 35 U.S.C. §  
18 289;

19 F. A judgment and order declaring that Lovie Pearl has willfully  
20 infringed the Patents-in-Suit;

21 G. A judgment and order awarding Gavrieli damages adequate to  
22 compensate for Lovie Pearl’s infringement together with enhanced damages up to  
23 three times any amount ordered pursuant to 35 U.S.C. § 284;

24 H. A determination that this is an exceptional case under 35 U.S.C. § 285;

25 I. A judgment and order awarding Gavrieli its reasonable attorneys’ fees;

26 J. A judgment and order awarding Gavrieli its costs, expenses, and  
27 interest, including pre-judgment and post-judgment interest, as provided for by 35  
28 U.S.C. § 284;

1 L. A judgement and order awarding punitive or exemplary damages  
2 where appropriate;

3 M. A judgment and order awarding Gavrieli both pre-judgment and post-  
4 judgment interest on each and every monetary award; and

5 N. Granting Gavrieli such other and further relief as the Court deems just  
6 and appropriate, or that Gavrieli may be entitled to as a matter of law or equity.

7 **DEMAND FOR JURY TRIAL**

8 In accordance with Federal Rule of Civil Procedure 38 and Local Rule 38.1,  
9 Gavrieli respectfully demands a jury trial of all issues triable to a jury in this action.

10 Dated: August 26, 2022

Respectfully submitted,

11 **MORGAN, LEWIS & BOCKIUS LLP**

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13  
14 By /s/ Michael J. Lyons

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