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14 Attorneys for Plaintiff
15 SherryWear, LLC

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19 SHERRYWEAR, LLC,)
20) Case No.:
21 Plaintiff,)
22 v.)
23) **COMPLAINT FOR PATENT**
24 RABBIT, LLC,) **INFRINGEMENT**
25)
26 Defendant.) **DEMAND FOR JURY TRIAL**
27)
28)

NATURE OF THE ACTION

1. This is an action for willful direct and indirect infringement of Plaintiff SherryWear, LLC’s U.S. Patent Nos. 11,051,561 (“the ‘561 Patent”), 10,869,510 (“the ‘510 Patent”), and 10,244,800 (“the ‘800 Patent”) (collectively, “the patents-in-suit”) in violation of the Patent Act, 35 U.S.C. § 271, based on Defendant Rabbit, LLC’s unauthorized commercial

1 manufacture, use, offer for sale, sale, and marketing of its “Crusher Crop”,
2 “Bunny Hop Support & Pocket”, “Crop Hop Support & Pocket”, “Crop Hop
3 Support & Pocket Tech”, “Strappy Pocket Bra”, and “UtiliBRA-vo”
4 (collectively, the “products-in-suit”) products in the United States.

5 2. SherryWear, LLC seeks injunctive relief to prevent Rabbit, LLC
6 from continuing to infringe the patents-in-suit. In addition, SherryWear,
7 LLC seeks to recover monetary damages resulting from Rabbit, LLC’s past
8 and ongoing infringement of the patents-in-suit.

9 **THE PARTIES**

10 3. SherryWear, LLC (“SherryWear”) is a Florida limited liability
11 company with its principal place of business located at 1786 Cypress Lane,
12 Vero Beach, Florida 32963.

13 4. Defendant Rabbit, LLC (“Rabbit”) is a California limited
14 liability company with its principal address at 1913 State Street, Santa
15 Barbara, California, 93105, and its registered agent’s address listed as
16 2717 Montrose Place, Santa Barbara, California, 93105.

17 **JURISDICTION AND VENUE**

18 5. The Court has jurisdiction over the subject matter of this action
19 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

20 6. The Court has personal jurisdiction over Rabbit because it is
21 formed under California law, its principal place of business is in this
22 District, and it has directed its infringing activity into this District and
23 beyond from within this District.

24 7. Venue lies in this district pursuant to 28 U.S.C. §§ 1391(b) and
25 (c) and 1400 because Rabbit resides in this District, and it has committed
26 acts of direct and indirect patent infringement in this District while
27 maintaining a regular and established place of business within this
28 District.

PATENTS-IN-SUIT

1
2 8. On July 6, 2021, the United States Patent and Trademark
3 Office duly and legally issued U.S. Patent No. 11,051,561 (“the ‘561
4 Patent”), entitled “Pocket Bra System.” A true and accurate copy of the ‘561
5 Patent is attached hereto as **Exhibit 1**. The ‘561 Patent relates to pockets
6 positioned on the shoulder straps of bras.

7 9. On April 2, 2019, the United States Patent and Trademark
8 Office duly and legally issued U.S. Patent No. 10,244,800 (“the ‘800
9 Patent”), entitled “Bra Pocket System.” A true and accurate copy of the ‘800
10 Patent is attached hereto as **Exhibit 2**. The ‘800 Patent relates to pockets
11 positioned on the back of bras.

12 10. On December 22, 2020, the United States Patent and
13 Trademark Office duly and legally issued U.S. Patent No. 10,869,510 (“the
14 ‘510 Patent”), also entitled “Bra Pocket System.” A true and accurate copy
15 of the ‘510 Patent is attached hereto as **Exhibit 3**. The ‘510 Patent also
16 relates to pockets positioned on the back of bras.

17 11. SherryWear is the lawful assignee and exclusive owner of all
18 right, title, and interest in and to the patents-in-suit, including rights to
19 sue for acts of past, present, and future infringement.

RABBIT’S ACTS INFRINGE THE PATENTS-IN-SUIT

20
21 12. Rabbit markets and sells at least six types of sports bras that
22 each infringe at least one claim of a patent-in-suit and induce others to
23 infringe claims of the patents-in-suit: (i) the “Crusher Crop” bra; (ii) the
24 “Bunny Hop Support & Pocket” bra; (iii) the “Crop Hop Support & Pocket”
25 bra; (iv) the “Crop Hop Support & Pocket Tech” bra; (v) the “Strappy Pocket
26 Bra”; and (vi) the “UtiliBRA-vo” bra (collectively the “Infringing Products”).

27 13. The Infringing Products are manufactured in China and are
28 imported into the United States.

1 14. The Infringing Products are offered for sale and sold at retailers
2 all over the United States. A map of Rabbit retailers, as advertised on
3 Rabbit’s website, is attached hereto as **Exhibit 4**.

4 15. Rabbit additionally offers for sale and sells the Infringing
5 Products on its website as “sports bras & crops”:
6 <https://www.runinrabbit.com/collections/sports-bras>. A true and accurate
7 above-the-fold copy of Rabbit’s online store is attached hereto as **Exhibit 5**
8 and incorporated herein by reference.

9 16. Rabbit has and continues to directly market each of the
10 Infringing Products on a unique webpage, true and accurate copies of which
11 are attached hereto as Exhibits **6¹, 7², 8³, 9⁴, 10⁵, 11⁶** and are incorporated
12 herein by reference.

13 ***i. Crusher Crop***

14 17. Rabbit’s online marketing material specifies that the Crusher
15 Crop has “2 front nutrition pockets” and that the Crusher Crop Race has
16 “2 front internal pockets”—and that both products feature a “built-in sports
17 bra.” See **Exhibit 6**.

18 18. The Crusher Crop comprises features that match each element
19 of Claim 19 of the ‘561 Patent, either literally or by the doctrine of
20 equivalents, as further illustrated by the claim chart attached as **Exhibit**
21

22 ¹ Ex. 6 is the Crusher Crop webpage at <https://www.runinrabbit.com/products/crusher-crop-1>.

23 ²Ex. 7 is the Bunny Hop Support & Pocket webpage at
<https://www.runinrabbit.com/products/bunny-hop-support-pocket>.

24 ³ Ex. 8 is the Crop Hop Support & Pocket webpage at <https://www.runinrabbit.com/products/crop-hop-support-pocket>.

25 ⁴Ex. 9 is the Crop Hop Support & Pocket Tech webpage at
26 <https://www.runinrabbit.com/products/crop-hop-support-pocket-tech-1>.

27 ⁵Ex. 10 is the Strappy Pocket Bra webpage at <https://www.runinrabbit.com/products/strappy-pocket-bra>.

28 ⁶ Ex. 11 is the UtiliBRA-vo webpage at <https://www.runinrabbit.com/products/utilibra-vo-black>.

1 **12.**

2 ***ii. Bunny Hop Support & Pocket***

3 19. Rabbit’s online marketing material specifies to purchasers that
4 the Bunny Hop Support & Pocket has “a built-in sports bra and back pocket
5 that fits most phones.” **Exhibit 7.**

6 20. The Bunny Hop Support & Pocket comprises features that
7 match each element of Claims 1, 2, 4, 5, 7, and 11 of the ‘510 Patent, either
8 literally or by the doctrine of equivalents, as further illustrated by the claim
9 chart attached as **Exhibit 13.**

10 21. When an item is positioned within the Bunny Hop Support &
11 Pocket’s back pocket, Claim 9 of the ‘510 Patent and Claims 1, 2, 4, 5, 7, 8
12 and 10 of the ‘800 Patent are directly infringed, as further illustrated by
13 the claim charts attached as **Exhibits 13 and 14.**

14 22. As shown in Rabbit’s marketing material wherein an item is
15 inserted into the Bunny Hop Support & Pocket’s back pocket, Rabbit has
16 directly infringed Claim 9 of the ‘510 Patent and Claims 1, 2, 4, 5, 7, 8, and
17 10 of the ‘800 Patent. **Exhibit 7.**

18 ***iii. Crop Hop Support and Pocket***

19 23. Rabbit’s online marketing material specifies to purchasers that
20 the Crop Hop Support & Pocket has “a built-in sports bra and back pocket.”
21 **Exhibit 8.**

22 24. The Crop Hop Support & Pocket comprises features that match
23 each element of Claims 1, 2, 7, 11, 12, and 15 of the ‘510 Patent, either
24 literally or by the doctrine of equivalents, as further illustrated by the claim
25 chart attached as **Exhibit 15.**

26 25. When an item is positioned within the Crop Hop Support &
27 Pocket’s back pocket, Claims 9 and 16 of the ‘510 Patent and Claims 1, 2,
28 4, 5, and 11 of the ‘800 Patent are directly infringed, as further illustrated

1 by the claim charts attached as **Exhibits 15 and 16**.

2 26. As shown in Rabbit’s marketing material wherein an item is
3 inserted into the Crop Hop Support & Pocket’s back pocket, Rabbit has
4 directly infringed Claims 9 and 16 of the ‘510 Patent and Claims 1, 2, 4, 5,
5 and 11 of the ‘800 Patent. **Exhibit 8**.

6 **iv. Crop Hop Support & Pocket Tech**

7 27. Rabbit’s online marketing material specifies to purchasers that
8 the Crop Hop Support & Pocket Tech has “a built-in sports bra and back
9 pocket.” **Exhibit 9**.

10 28. The Crop Hop Support & Pocket Tech comprises features that
11 match each element of Claims 1, 2, 7, 11, 12, and 15 of the ‘510 Patent,
12 either literally or by the doctrine of equivalents, as further illustrated by
13 the claim chart attached as **Exhibit 17**.

14 29. When an item is positioned within the Crop Hop Support &
15 Pocket Tech’s back pocket, Claims 9 and 16 of the ‘510 Patent and Claims
16 1, 2, 4, 5, and 11 of the ‘800 Patent are directly infringed, as further
17 illustrated by the claim charts attached as **Exhibits 17 and 18**.

18 30. As shown in Rabbit’s marketing material wherein an item is
19 inserted into the Crop Hop Support & Pocket Tech’s back pocket, Rabbit
20 has directly infringed Claims 9 and 16 of the ‘510 Patent and Claims 1, 2,
21 4, 5, and 11 of the ‘800 Patent. **Exhibit 9**.

22 **v. Strappy Pocket Bra**

23 31. Rabbit’s online marketing material specifies to purchasers that
24 “The little sister to the UtiliBRA-vo, the Strappy Pocket Bra shares the
25 same great features: laser-cut, built-in pocket, minimal bounce, and total
26 comfort.” **Exhibit 10**.

27 32. The Strappy Pocket Bra comprises features that match each
28 element of Claims 1, 2, 7, 11, 12, and 15 of the ‘510 Patent, either literally

1 or by the doctrine of equivalents, as further illustrated by the claim chart
2 attached as **Exhibit 19**.

3 33. When an item is positioned within the Strappy Pocket Bra’s
4 back pocket, Claims 9 and 16 of the ‘510 Patent and Claims 1, 2, 4, 5, and
5 11 of the ‘800 Patent are directly infringed, as further illustrated by the
6 claim charts attached as **Exhibits 19 and 20**.

7 34. As shown in Rabbit’s marketing material wherein an item is
8 inserted into the Strappy Pocket Bra’s back pocket, Rabbit has directly
9 infringed Claims 9 and 16 of the ‘510 Patent and Claims 1, 2, 4, 5, and 11
10 of the ‘800 Patent. **Exhibit 10**.

11 **vi. UtiliBRA-vo**

12 35. Rabbit’s online marketing material specifies to purchasers that
13 the UtiliBRA-vo has a “laser-cut back pocket [that] fits most phones.”
14 **Exhibit 11**.

15 36. The UtiliBRA-vo comprises features that match each element of
16 Claims 1, 2, 7, 11, 12, and 15 of the ‘510 Patent, either literally or by the
17 doctrine of equivalents, as further illustrated by the claim chart attached
18 as **Exhibit 21**.

19 37. When an item is positioned within the UtiliBRA-vo’s back
20 pocket, Claims 9 and 16 of the ‘510 Patent and Claims 1, 2, 4, 5, and 11 of
21 the ‘800 Patent are directly infringed, as further illustrated by the claim
22 charts attached as **Exhibits 21 and 22**.

23 38. As shown in Rabbit’s marketing material wherein an item is
24 inserted into the UtiliBRA-vo’s back pocket, Rabbit has directly infringed
25 Claims 9 and 16 of the ‘510 Patent and Claims 1, 2, 4, 5, and 11 of the ‘800
26 Patent. **Exhibit 11**.

27 39. Rabbit has never had authority or consent to use, make, offer,
28 or sell any product or assembly covered by any of the patents-in-suit or to

1 use such products in a way that infringes any of the patents-in-suit; nor
2 has it ever had authority or consent to induce others to do so.

3 40. On September 23, 2022, SherryWear sent Rabbit a letter
4 identifying the Infringing Products and bases for infringement.

5 41. Despite Rabbit's knowledge of its infringement, Rabbit
6 continues to make, use, offer for sale, sell, and import the Infringing
7 Products; Rabbit now even advertises one of the Infringing Products as a
8 "best seller."

9 42. Rabbit continues to engage in commercial activities described
10 in this Complaint and is knowingly, deliberately, and willfully infringing
11 and actively inducing others to infringe SherryWear's patents-in-suit.

12 **COUNT I**

13 **Direct and Induced Infringement of the '561 Patent, 35 U.S.C. § 271**

14 43. SherryWear incorporates the foregoing paragraphs as if fully
15 restated herein.

16 44. SherryWear is the lawful owner of and continues to maintain
17 all right, title, and interest in and to the '561 Patent, including the right to
18 sue thereon and the right to recover for infringement thereof.

19 45. Anyone who makes, uses, sells, offers to sell, or imports Rabbit's
20 Crusher Crop directly infringes at least Claim 19 of the '561 Patent,
21 literally or by the doctrine of equivalents; Rabbit has done and continues
22 to do each of those infringing acts. **Exhibit 12.**

23 46. Third parties like resellers and end users also use, make, offer,
24 or sell Rabbit's Crusher Crop, which likewise directly infringes Claim 19 of
25 the '561 Patent; Rabbit knowingly, willfully, and intentionally induces
26 those third parties to directly infringe the '561 Patent.

27 47. Rabbit likely learned at least as early as September 23, 2022,
28 that these activities infringe Claim 19 of the '561 Patent.

1 48. Nevertheless, Rabbit continues to make, use, sell, offer to sell,
2 and import the Crusher Crop in a manner that directly infringes Claims 19
3 of the '561 Patent and knowingly, intentionally, and actively induces others
4 to do the same.

5 49. The foregoing actions constitute Rabbit's knowing, willful, and
6 intentional past and ongoing direct and indirect infringement of the '561
7 Patent.

8 50. SherryWear has been and continues to be directly and
9 proximately harmed by Rabbit's willful direct and induced infringement of
10 the '561 Patent and is entitled to injunctive relief to prevent further harm
11 and to damages adequate to compensate for Rabbit's infringement.

12 51. SherryWear is also entitled to enhanced damages and
13 reasonable attorney fees adequate to compensate for Rabbit's willful
14 infringement and other conduct.

15 **COUNT II**

16 **Direct and Indirect Infringement of the '510 Patent, 35 U.S.C. § 271**

17 52. SherryWear incorporates paragraphs 1-42 as if fully restated
18 herein.

19 53. SherryWear is the lawful owner of and continues to maintain
20 all right, title, and interest in and to the '510 Patent, including the right to
21 sue thereon and the right to recover for infringement thereof.

22 54. Anyone who makes, uses, sells, offers to sell, or imports Rabbit's
23 Crop Hop Support & Pocket, the Crop Hop Support & Pocket Tech, the
24 Strappy Pocket Bra, or the UtiliBRA-vo directly infringes at least Claims
25 1, 2, 7, 11, 12, and 15 of the '510 Patent, literally or by the doctrine of
26 equivalents; Rabbit has done each of those infringing acts. **Exhibits 15,**
27 **17, 19, 21.**

28 55. On information and belief, third parties, including resellers and

1 end users, also offer, sell, or use those products, likewise directly infringing
2 Claims 1, 2, 7, 11, 12, and 15 of the ‘510 Patent.

3 56. Anyone who removably inserts an item into the back pocket on
4 any of those products directly infringes Claims 9 and 16 of the ‘510 Patent.

5 57. As demonstrated in Rabbit’s marketing material, it removably
6 inserts items (like phones) into the back pocket of those products, directly
7 infringing Claims 9 and 16 of the ‘510 Patent. **Exhibits 8, 9, 10, 11.**

8 58. On information and belief, third parties including resellers and
9 end-users have inserted and continue to insert items like phones into the
10 pocket on those products.

11 59. As demonstrated by those products’ designs and Rabbit’s
12 marketing materials for the same touting the products’ infringing back
13 pocket, Rabbit intentionally induces others to offer, sell, or use those
14 products or removably insert items into those products’ back pockets, any
15 of which directly infringes the ‘510 Patent. **Exhibits 8, 9, 10, 11.**

16 60. Rabbit learned at least as early as September 23, 2022, that
17 these activities directly infringe SherryWear’s ‘510 Patent.

18 61. Nevertheless, Rabbit continues to make, offer, sell, import, and
19 use those products in direct infringement of Claims 1, 2, 7, 9 11, 12, 15, and
20 16 of the ‘510 Patent and knowingly, intentionally, and actively induce
21 others to infringe the same.

22 62. Anyone who makes, uses, sells, offers to sell, or imports Rabbit’s
23 Bunny Hop Support & Pocket directly infringes at least Claims 1, 2, 4, 5,
24 7, and 11 of the ‘510 Patent, literally or by the doctrine of equivalents;
25 Rabbit has done each of those infringing acts. **Exhibit 13.**

26 63. Third parties, including resellers and end users, also offer, sell,
27 or use the Bunny Hop Support & Pocket, likewise directly infringing
28 Claims 1, 2, 4, 5, 7, and 11 of the ‘510 Patent.

1 64. Anyone who removably inserts an item into the back pocket on
2 Bunny Hop Support & Pocket directly infringes Claim 9 of the ‘510 Patent.

3 65. As demonstrated in Rabbit’s marketing material, it removably
4 inserts items (like phones) into the back pocket of the Bunny Hop Support
5 & Pocket, directly infringing Claim 9 of the ‘510 Patent. **Exhibit 7.**

6 66. As demonstrated by the Bunny Hop Support & Pocket’s design
7 and Rabbit’s marketing materials for the same touting the product’s
8 infringing back pocket, Rabbit intentionally induces others to offer, sell, or
9 use the product or removably insert items into the product’s back pocket,
10 either of which directly infringes the ‘510 Patent. **Exhibit 7.**

11 67. On information and belief, third parties including resellers and
12 end-users have inserted and continue to insert items like phones into the
13 pocket on the Bunny Hop Support & Pocket, directly infringing the ‘510
14 Patent.

15 68. Rabbit learned at least as early as September 23, 2022, that
16 these activities directly infringe SherryWear’s ‘510 Patent.

17 69. Nevertheless, Rabbit continues to make, offer, sell, import, and
18 use the Bunny Hop Support & Pocket products in direct infringement of
19 Claims 1, 2, 4, 5, 7, 9, and 11 of the ‘510 Patent and knowingly,
20 intentionally, and actively induce others to infringe the same.

21 70. The foregoing actions constitute Rabbit’s knowing, willful, and
22 intentional past and ongoing direct and indirect infringement of the ‘510
23 Patent.

24 71. SherryWear has been and continues to be directly and
25 proximately harmed by Rabbit’s willful direct and induced infringement of
26 the ‘510 Patent and is entitled to injunctive relief to prevent further harm
27 and to damages adequate to compensate for Rabbit’s infringement.

28 72. SherryWear is also entitled to enhanced damages and

1 reasonable attorney fees adequate to compensate for Rabbit's willful
2 infringement and other conduct.

3 **COUNT III**

4 **Direct and Indirect Infringement of the '800 Patent, 35 U.S.C. § 271**

5 73. SherryWear incorporates paragraphs 1-42 as if fully restated
6 herein.

7 74. SherryWear is the lawful owner of and continues to maintain
8 all right, title, and interest in and to the '800 Patent, including the right to
9 sue thereon and the right to recover for infringement thereof.

10 75. Anyone who inserts an item removably into the back pocket of
11 the Crop Hop Support & Pocket, the Crop Hop Support & Pocket Tech, the
12 Strappy Pocket Bra, or the UtiliBRA-vo directly infringes Claims 1, 2, 4, 5,
13 and 11 of the '800 Patent. **Exhibits 16, 18, 20, 22.**

14 76. As shown in Rabbit's marketing material wherein a phone is
15 inserted into the back pockets of each of those products, Rabbit has used
16 those products in a way that directly infringed Claims 1, 2, 4, 5, and 11 of
17 the '800 Patent. **Exhibits 8, 9, 10, 11.**

18 77. On information and belief, Rabbit continues to so use those
19 products, directly infringing Claims 1, 2, 4, 5, and 11 of the '800 Patent.

20 78. As demonstrated by those products' designs and Rabbit's
21 marketing touting the back pocket's capability to receive items like phones,
22 Rabbit intentionally induces others to removably insert items into the back
23 pockets of those products and thus directly infringe the '800 Patent.
24 **Exhibits 8, 9, 10, 11.**

25 79. On information and belief, third parties including resellers and
26 end users have inserted and continue to insert items (like phones) into
27 those products' back pockets, directly infringing Claims 1, 2, 4, 5, and 11 of
28 the '800 Patent.

1 80. Anyone who inserts an item removably into the back pocket of
2 the Bunny Hop Support & Pocket directly infringes Claims 1, 2, 4, 5, 7, 8,
3 and 10 of SherryWear’s ‘800 Patent.

4 81. As shown in Rabbit’s marketing material wherein a phone is
5 inserted into the back pocket of the Bunny Hop Support & Pocket, Rabbit
6 has used the product in a way that directly infringed Claims 1, 2, 4, 5, 7, 8,
7 and 10 of the ‘800 Patent. **Exhibit 7.**

8 82. On information and belief, Rabbit continues to so use the Bunny
9 Hop Support & Pocket, directly infringing Claims 1, 2, 4, 5, 7, 8 and 10 of
10 the ‘800 Patent.

11 83. On information and belief, third parties including resellers and
12 end users have inserted and continue to insert items (like phones) into the
13 Bunny Hop Support & Pocket’s back pocket, directly infringing Claim 11,
14 2, 4, 5, 7, 8, and 10 of the ‘800 Patent.

15 84. As demonstrated by the Bunny Hop Support & Pocket’s design
16 and Rabbit’s marketing touting the back pocket’s capability to receive
17 items like phones, Rabbit intentionally induces others to removably insert
18 items into the back pockets of those products and thus directly infringe the
19 ‘800 Patent. **Exhibit 7.**

20 85. Rabbit learned that these activities infringe the ‘800 Patent at
21 least as early as September 23, 2022.

22 86. Nevertheless, Rabbit continues to knowingly, intentionally, and
23 actively induce others to removably insert items into the back pocket of the
24 Bunny Hop Support & Pocket and, on information and belief, continues to
25 do so itself.

26 87. The foregoing constitutes Rabbit’s knowing, willful, and
27 intentional infringement of the ‘800 Patent.

28 88. SherryWear has been and continues to be directly and

1 proximately harmed by Rabbit's willful direct and induced infringement of
2 the '800 Patent and is entitled to injunctive relief to prevent further harm
3 and to damages adequate to compensate for Rabbit's infringement.

4 89. SherryWear is also entitled to enhanced damages and
5 reasonable attorney fees adequate to compensate for Rabbit's willful
6 infringement and other conduct.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff SherryWear, LLC prays for judgment against
9 Defendant Rabbit, LLC as follows:

10 1. Adjudging that Rabbit, LLC has directly infringed and actively
11 induced infringement of each of the patents-in-suit in violation of 35 U.S.C.
12 § 271;

13 2. Granting an injunction temporarily and preliminarily during the
14 pendency of this action, and permanently thereafter, enjoining Rabbit, LLC
15 and any subsidiaries, affiliates, parents, successors, assigns, officers, agents,
16 servants, employees, attorneys, and all persons acting in concert or in
17 participation therewith from infringing, contributing to the infringement of,
18 and/or inducing infringement of the patents-in-suit.

19 3. Ordering Rabbit, LLC to account and pay damages adequate to
20 compensate SherryWear for Rabbit, LLC's infringement of the patents-in-
21 suit, including pre-judgment and post-judgment interests and costs,
22 pursuant to 35 U.S.C. § 284;

23 4. Ordering an accounting for any infringing sales not presented at
24 trial and an award by the Court of additional damages for any such
25 infringing sales;

26 5. Ordering that the damages award be enhanced up to three-fold
27 in accordance with 35 U.S.C. § 284;

28 6. Declaring this case exceptional and awarding SherryWear its

1 reasonable attorney fees in accordance with 35 U.S.C. § 285; and

2 7. Awarding SherryWear any such other and further relief as this
3 Court deems just and proper under the circumstances.

4 **DEMAND FOR JURY TRIAL**

5 SherryWear demands a trial by jury of all matters to which it is so
6 entitled under Fed. R. Civ. P. 38 and otherwise.

7 //

8 Dated: April 19, 2023

9 Respectfully submitted,

10 **CALDWELL**

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