

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

The Ridge Wallet LLC,

Plaintiff,

v.

Suzhou Niu Mo Wang Electronic Technology  
Co, Ltd. d/b/a Nimalist and Normest

Defendants.

Case No. 1:24-cv-0241

**COMPLAINT FOR PATENT AND  
COPYRIGHT INFRINGEMENT**

**JURY TRIAL DEMANDED**

**ORIGINAL COMPLAINT FOR PATENT AND COPYRIGHT INFRINGEMENT**

Plaintiff The Ridge Wallet LLC (“Ridge” or “Plaintiff”) files this Complaint for patent infringement and copyright infringement against Suzhou Niu Mo Wang Electronic Technology Co., Ltd. d/b/a Nimalist and Normest (collectively referred to hereinafter as “Defendants”) alleging, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

**NATURE OF THE ACTION**

1. This is a civil action arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, including specifically 35 U.S.C. § 271, based on Defendant’s willful infringement of at least Claims 1 and 14 of U.S. Patent No. 10,791,808 (the “’808 Patent”). The ’808 Patent is attached hereto as Exhibit A.

2. This civil action also arises under 17 U.S.C. § 501, based on Defendants’ infringement of copyrights for which Plaintiff has applied for a registration certificate in violation of the Copyright Act.

3. This civil action also arises under 17 U.S.C. §§ 1202-1203 based on Defendants’ knowing, and with the intent to induce, enable, facilitate or conceal infringement, removal and/or alteration of copyright management information for certain of the Ridge Copyrights (as defined below).

**THE PARTIES**

4. Ridge is a limited liability corporation existing under the laws of the State of Delaware having its principal place of business located at 2448 Main St, Santa Monica, California, 90405, United States.

5. Upon information and belief, Suzhou Niu Mo Wang Electronic Technology Co, Ltd. d/b/a Nimalist and Normest is now, and at all times hereinafter mentioned has been, a foreign corporation operating with a principal place of business at: 1 E. Erie Street, Chicago, IL 60611.

6. The address referenced above is stated in Defendants' counter-notices, true and accurate copies of which are attached hereto as Exhibits B and C.

7. Upon information and belief, Defendants sell for importation, import, and/or sell in the United States after importation the Accused Products (as defined below), which Ridge contends infringe the '808 Patent. Screenshots of Defendants' websites highlighting the Accused Products are attached hereto as Exhibits D and E (as outlined in black boxes on the Exhibits).

#### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the claims herein arise under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271.

9. This Court additionally has subject matter jurisdiction over this action pursuant to 17 U.S.C. § 512 because the claims herein arise under the Copyright Act, 17 U.S.C. § 501.

10. To the extent any additional claims may arise in the future, this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 for additional claims that arise or may arise and are so related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

11. This Court has personal jurisdiction over Defendant in this action because Defendant has committed acts of infringement within the State of Illinois and within this District through, for example, the sale of the Accused Products online in this District.

12. Defendant regularly transacts business in the State of Illinois and within this District.

13. Defendant engages in other persistent courses of conduct and derives substantial revenue from products and/or services provided in the Northern District of Illinois, and has purposefully established substantial, systematic, and continuous contacts within this District. Defendant should thus reasonably expect to be sued in a court in this District.

14. The Court's exercise of jurisdiction over Defendant will not offend traditional notions of fair play and substantial justice.

15. Moreover, this Court has personal proper jurisdiction pursuant to 17 U.S.C. § 512(g)(3)(d) and Defendants' affirmative consent through their submitted counter-notifications under the Digital Millennium Copyright Act ("DMCA"). Exs. B-C.

16. Venue in the Northern District of Illinois is proper pursuant to 28 U.S.C. §§ 1391(b), (c) and 1400(b).

17. Pursuant to Exs. B-C, Defendants concede that their principal place of business is in this judicial district.

18. Additionally, Defendants have committed acts of patent infringement and copyright infringement within this judicial district, giving rise to this action.

19. Defendants continue to conduct business in this judicial district, including one or more acts of making, selling, using, importing, offering for sale infringing products, providing support services to Defendants' customers in this District, and/or displaying and therefore misappropriating Plaintiff's copyrighted material in this District.

**RIDGE'S LEGACY OF INNOVATION**

20. Ridge is the owner by assignment of U.S. Patent No. 10,791,808.

21. Ridge is the owner by assignment of common law and registered copyrights encompassing photos of the compact wallets that have acquired distinctiveness and are associated with the Ridge brand and trade name.

22. Ridge is an innovative and revolutionary consumer goods company that has changed the industry with regard to several categories of products. One such category that Ridge has revolutionized is the category of compact wallets.

23. Ridge was formed with the simple belief that the company could make wallets better. Prior to Ridge revolutionizing the industry, wallets were designed to hold everything from gift cards and credit cards to receipts and coins.

24. Ridge turned that approach on its head with its minimalist-first design approach.

25. After over three million wallets sold, Ridge continues to start each day with that same mentality: to improve the items customers carry every day. Ridge's continued success in introducing successful, carryable products is evidence of its innovative approach and business acumen.

26. Today, the Ridge Wallet is one of the most distinctive and recognizable wallets on the market.



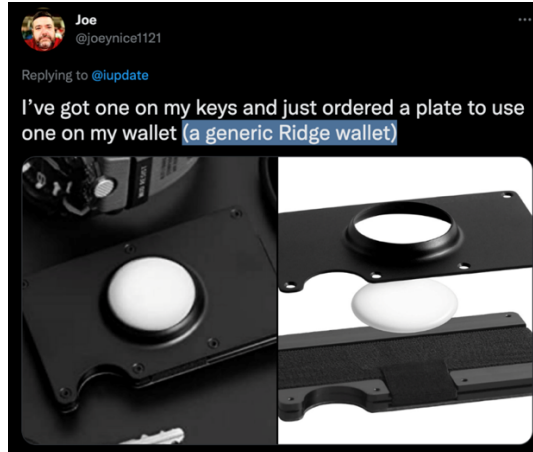
27. It all started when inventor Daniel Kane had an idea for a wallet that is sleeker and smaller than a traditional tri-fold or bi-fold wallet.



28. Sitting at his home in California, Mr. Kane came up with a design for a card-shaped wallet to hold not only cards (credit cards, identification cards, and the like) but also to hold cash. Its exterior was metal and included a money clip. It included two multi-piece metal panels that were initially held together with rivets. The two panels were urged toward one another with an elastic band. In fact, Mr. Kane’s mother sewed the very first set of elastic bands, and a Simi Valley, California metalworker crafted the metal components that were used in those first wallets, including the rivets used to fix the plates together. Mr. Kane made the interior plates of the original prototypes by modifying plastic gift cards glued together and removing excess plastic to make the inner track for the elastic bands. The metalworker then re-created those plastic interior plates in metal to create the first metal prototypes.

29. As interest in Ridge’s innovative product grew, and sales and revenue reflected this growth, Ridge began offering different iterations of the same wallet to address differences in consumers’ style preferences.

30. Ridge’s innovative, dual track, metal design has become synonymous with the brand itself, leading consumers to refer to knockoffs as “generic Ridge wallets.” See, for example:



31. In fact, a wallet-focused website called Walletoxia put together an article evaluating “the top 6 Ridge knock off wallets from Amazon and compar[ing] them to the original ridge Carbon Fiber and Ridge Aluminum. It’s the Ridge vs knockoff to see if it makes sense to try before you buy a Ridge Wallet.” In the article, Walletoxia acknowledges that other sellers are clearly “Ridge knockoffs.” See, for example:

We have all seen the advertising for [Ridge Wallets](#) and all that they have done. They are everywhere and their design set the pace for a wallet that works well for a sandwich-type design. That said, we know every wallet has knockoffs.

32. Ridge markets, advertises, and promotes its compact wallets across several social media platforms, such as Instagram, Facebook, TikTok, Twitter, and more.

33. Ridge additionally markets, advertises, and promotes its compact wallets on its own website, hosted by Shopify, as well as on Amazon.com.

34. Ridge invests substantially in the creation of content (both in the way of photography and videography) to market its compact wallets.

35. Ridge relies on in-house photographers as a part of its brand team, and on occasion, hires third party photographers and videographers to capture intentionally and

thoughtfully curated content to promote, advertise, and market its compact wallets.

36. Ridge has scrupulously enforced and protected the '808 Patent and its copyrights against past infringers, including through Amazon takedown requests, countless cease and desist letters, numerous federal litigations, and even an ongoing International Trade Commission investigation (ITC Inv. No. 337-TA-1355).

37. Ridge brings the instant lawsuit because Defendants are unlawfully infringing Ridge's intellectual property rights—rights that are a direct result of Ridge's innovation and ingenuity.

38. Without Ridge's intellectual property and embodying products, Defendants would not exist.

39. Defendants and others are reaping enormous benefits from Ridge's vision and its decade-long commitment thereto.

### **THE ASSERTED INTELLECTUAL PROPERTY**

#### **A. The '808 Patent**

40. Ridge's commitment to innovation includes prosecuting and filing patent applications, including, but not limited to, the '808 Patent.

41. Ridge owns, by assignment, all right, title, and interest in the '808 Patent.

42. The '808 Patent, titled "Compact Wallet," issued on October 6, 2020 and names Daniel Kane as the single inventor. The '808 Patent issued from U.S. Patent Application No. 15/421,596, which was filed on February 1, 2017.

43. A true and accurate copy of the '808 Patent is attached hereto as Exhibit A. A true and accurate copy of the assignment from the named inventor to Ridge is attached hereto as Exhibit F.

#### **B. The Ridge Copyrights**



44. Ridge is the creator, author, and intellectual property owner of, *inter alia*, numerous photographs depicting Ridge's compact wallets.

45. Ridge is the rightful legal owner these properties, including without limitation, the images thereof.

46. Without limitation, Ridge is also the rightful legal owner of the following copyrights (collectively "The Ridge Copyrights").



a.

- i. This original photograph was taken by Ridge's employee, Jason Russ, in February of 2017. This image is referred to hereinafter as the "Carbon Fiber Foggy Road Copyright." A true and accurate copy of Jason Russ' Confidentiality and Inventions Agreement, assigning rights in any photos taken on behalf of Ridge during his employment, is attached hereto as Exhibit G.
- ii. Attached hereto as Exhibit H is a true and accurate copy of Ridge's pending application for the Carbon Fiber Foggy Road Copyright and the below Burnt Titanium Card Pull Copyright.



b.

- i. This original photograph was taken by Ridge's employee, Jason Russ, in May of 2017. *See* Ex. G, transferring rights to Ridge. This image is referred to hereinafter as the "Burnt Titanium Card Pull Copyright."
- ii. Attached hereto as Exhibit H is a true and accurate copy of Ridge's pending application for the Carbon Fiber Foggy Road Copyright and the Burnt Titanium Card Pull Copyright.



c.

- i. This original photograph was taken by a third-party contractor for Ridge, Remy Brand. This image is referred to hereinafter as the "Black Wallet Garage Copyright." A true and accurate copy of Ridge's Copyright Assignment Agreement with Remy Brand is attached hereto as Exhibit I.
- ii. Attached hereto as Exhibit J is a true and accurate copy of Ridge's pending

application for the Black Wallet Garage Copyright.



d.

- i. This original photograph was taken by a third-party contractor for Ridge, Adam Molina. This image is referred to hereinafter as the “Black Carbon Fiber Card Spread Copyright.” A true and accurate copy of Ridge’s Copyright Assignment Agreement with Adam Molina is attached hereto as Exhibit K.
- ii. Attached hereto as Exhibit L is a true and accurate copy of Ridge’s pending application for the Black Carbon Fiber Spread Copyright.



e.

- i. This original photograph was taken by a third-party contractor for Ridge, Adam Molina. This image is referred to hereinafter as the “Black Carbon Fiber Left Copyright.” A true and accurate copy of Ridge’s Copyright Assignment Agreement with Adam Molina is attached hereto as Exhibit K.

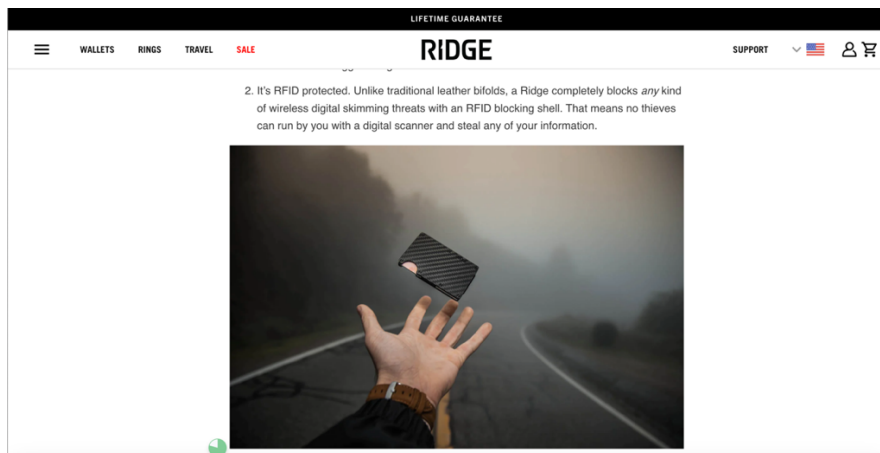
- ii. Attached hereto as Exhibit L is a true and accurate copy of Ridge’s pending application for the Black Carbon Fiber Left Copyright.

47. The aforementioned agreements with Mr. Russ, Mr. Brand, and Mr. Molina at Exhibits G, I, and K represent that the aforementioned Copyrights legally belong to Ridge.

48. The Carbon Fiber Foggy Road Copyright, Burnt Titanium Card Pull Copyright, Black Wallet Garage Copyright, Black Carbon Fiber Card Spread Copyright, and the Black Card Fiber Left Copyright are collectively referred to throughout as the “Ridge Copyrights.”

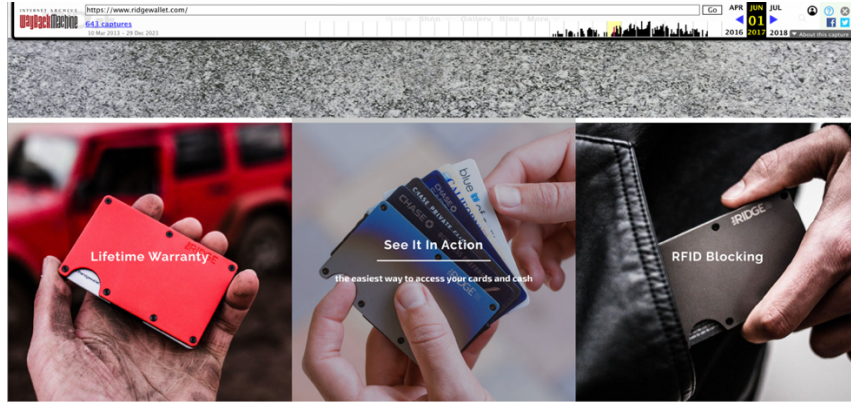
49. Ridge does not offer licenses to the Ridge Copyrights.

50. Defendants undoubtedly had access to the original elements constituting the Ridge Copyrights, as they were available on Ridge’s website, blog, and/or Instagram page as follows:



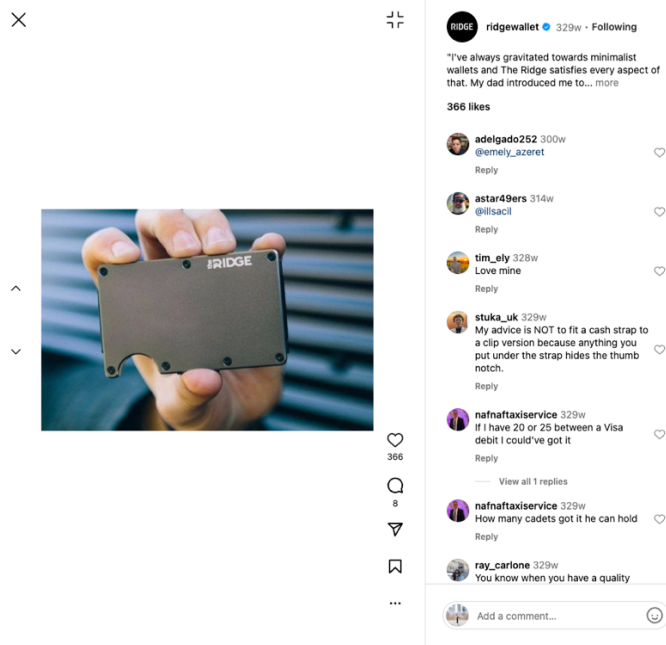
a.

- i. The above Carbon Fiber Foggy Road Copyright was available on Ridge’s blog via its website as early as November 1, 2017. A true and accurate copy of Ridge’s website displaying the Carbon Fiber Foggy Road Copyright is attached hereto as Exhibit M.



b.

- i. The above Burnt Titanium Card Pull Copyright was available on Ridge's website at least as early as June 1, 2017. A true and accurate copy of Ridge's website as archived on archive.org as of June 1, 2017 is attached hereto as Exhibit N.



c.

- i. The above Black Wallet Garage Copyright was available on Ridge's Instagram page at least as early as September 12, 2017. A true and accurate copy of Ridge's Instagram page as of January 2, 2024 is attached hereto as Exhibit O.

### Ridge Wallet Carbon Fiber

Author: Everyday Carry  
© April 11, 2019



d.

- i. The above two images (the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights) were available on Ridge's blog everydaycarry.com as of April 11, 2019. A true and accurate copy of the Everyday Carry article featuring these Copyrights is attached hereto as Exhibit P.

### **DEFENDANTS' RECENT FORAY INTO THE "SLIM WALLET" SPACE WITH THE ACCUSED PRODUCTS**

51. Upon information and belief, Nimalist has offered for sale "slim wallets" that infringe upon Plaintiff's intellectual property since March of 2021.







52. Upon information and belief, Normest has offered for sale "slim wallets" that infringe upon Plaintiff's intellectual property since April of 2022.

53. Nimalist's website marketing literature regarding its slim wallets even features the same benefits as those intended by the invention of the '808 Patent:

THE ULTIMATE SLIM SOLUTION FOR  
YOUR EVERYDAY CARRIES

You can carry up to 16 cards & 20 bills using the attached money clip or cash strap at a fraction of the size of a traditional wallet. And with the quick access feature, just a push of your fingertip to quickly select the card of your choice. It's a reimagination of what the modern wallet can be.

FEATURES & SPECS

	Holds 1-16 Cards/IDs & 20 Bills
	Solid 3K Carbon Fiber Weave
	Blocks RFID (Wireless-Theft Protection)
	Quick-Access Card Slot
	Slim & Lightweight Design 1.6 oz   86 x 54 x 6 mm
	Backed By Our Lifetime Warranty







January 2, 2024 Screenshot of Nimalist Website from which above is extracted attached as Ex. Q.

54. Normest’s website marketing literature regarding its slim wallets also features the same benefits (identical to that of Nimalist) as those intended by the invention of the ’808 Patent:

THE ULTIMATE SLIM SOLUTION FOR  
YOUR EVERYDAY CARRIES

You can carry up to 16 cards & 20 bills using the attached money clip or cash strap at a fraction of the size of a traditional wallet. And with the quick access feature, just a push of your fingertip to quickly select the card of your choice. It's a reimagination of what the modern wallet can be.

FEATURES & SPECS

	Holds 1-16 Cards/IDs & 20 Bills
	Solid 3K Carbon Fiber Weave
	Blocks RFID (Wireless-Theft Protection)
	Quick-Access Card Slot
	Slim & Lightweight Design 1.6 oz   86 x 54 x 6 mm
	Backed By Our Lifetime Warranty

January 2, 2024 Screenshot of Normest Website from which above is extracted attached as Ex.

R.

55. Defendants have made, used, offered for sale, and sold, and continue to make, use, offer for sale, and sell, Slim Wallets, including but not limited to the Accused Products, as identified in black boxes in Exhibits D and E.

56. Upon information and belief, Defendants have imported, and continue to import, the Accused Products, including but not limited to the Accused Products identified in black boxes in Exhibits D and E.

57. In addition to its infringement of the '808 Patent, Defendants have willfully and knowingly produced, promoted, and distributed images which are unauthorized, unlicensed, and infringing reproductions of Ridge's Copyrights.

58. On information and belief, Defendant Normest is the owner and operator of the



Instagram handle @Normest\_Official.

59. On information and belief, Defendant Normest is the owner and operator of the website normest-store.com.

60. On information and belief, Defendant Nimalist is the owner and operator of the website nimalist-store.com.

61. Defendants' advertisements and social media posts that are currently known and willfully infringe Ridge's Copyrights are as follows:



62. Above is a screenshot of the @Normest\_Official Instagram page prior to Ridge's reporting to Instagram that resulted in the takedown of the offending images. This screenshot has been annotated by Ridge with arrows to indicate the images that are Ridge Copyrights and that have been altered and claimed as Normest's own for purposes of advertising and profiting via its

Instagram page. A true and accurate copy of the screenshot above in unannotated form is attached hereto as Exhibit S.

63. As indicated in the above annotated screenshot, @Normest\_Official also posted the below image to its Instagram page:



64. The image and unlicensed use are virtually identical to the Carbon Fiber Foggy Road Copyright.

65. Normest edited the above Carbon Fiber Foggy Road Copyright to cover the Ridge logo on the pictured wallet.

66. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Normest.

67. Normest knew that Ridge owns the Ridge Carbon Fiber Foggy Road Copyright.

68. Ridge did not authorize Normest's use of Ridge's Carbon Fiber Foggy Road Copyright.

69. Normest knew that Ridge did not authorize Normest's use of Ridge's Carbon Fiber Foggy Road Copyright as of the date Normest published the edited version of the Carbon Fiber Foggy Road Copyright.

70. Normest intentionally edited out Ridge's brand name from the wallet in the Carbon Fiber Foggy Road Copyright to hide the fact that it was using the Carbon Fiber Foggy Road Copyright without Ridge's authorization.

71. Normest intentionally edited out Ridge's brand name from the wallet in the Carbon Fiber Foggy Road Copyright to induce consumers into believing the image was Normest's own.

72. This image clearly infringes Ridge's Carbon Fiber Foggy Road Copyright with an overlay on the face of the wallet to hide Ridge's branding.

73. This image is posted on Normest's Instagram with the intent to promote, market, and profit by way of inducing a sale of the Normest wallet allegedly pictured.

74. As indicated in the above annotated screenshot, @Normest\_Official posted the below image to its Instagram page:



75. The image and unlicensed use are virtually identical to the Burnt Titanium Card Pull Copyright.

76. Normest edited the above Burnt Titanium Card Pull Copyright to cover the Ridge logo on the pictured wallet.

77. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Normest.

78. Normest knew that Ridge owns the Ridge Burnt Titanium Card Pull Copyright.

79. Ridge did not authorize Normest's use of Ridge's Burnt Titanium Card Pull Copyright.

80. Normest knew that Ridge did not authorize Normest's use of Ridge's Burnt Titanium Card Pull Copyright as of the date Normest published the edited version of the Burnt Titanium Card Pull Copyright.

81. Normest intentionally edited out Ridge's brand name from the wallet in the Burnt Titanium Card Pull Copyright to hide the fact that it was using the Burnt Titanium Card Pull Copyright without Ridge's authorization.

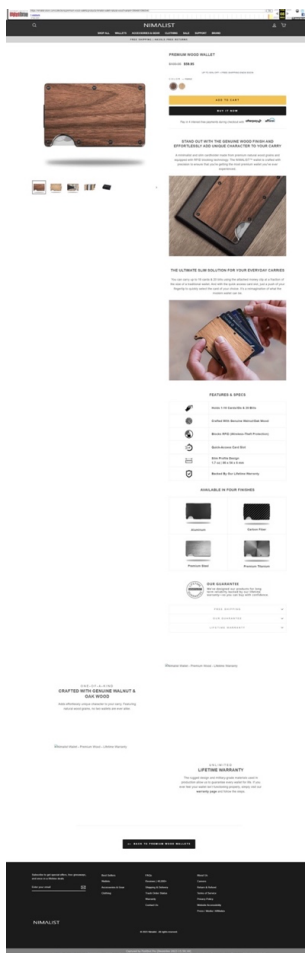
82. Normest intentionally edited out Ridge's brand name from the wallet in the Burnt Titanium Card Pull Copyright to induce consumers into believing the image was Normest's own.

83. This image clearly infringes Ridge's Burnt Titanium Card Pull Copyright with an overlay on the face of the wallet to hide Ridge's branding.

84. This image is posted on Normest's Instagram with the intent to promote, market, and profit by way of inducing a sale of the Normest wallet allegedly pictured.

85. Nimalist also used Ridge's copyrighted images on its website, as follows.

86. Nimalist posted the Burnt Titanium Card Pull Copyright to its nimalist-store.com webpage in an effort to promote and profit from sales of the Accused Products:



A true and accurate copy of Nimalist's website retrieved from Archive.org as of February 8, 2023 is attached hereto as Exhibit T.

87. The image and unlicensed use are virtually identical to the Burnt Titanium Card Pull Copyright.

88. Nimalist edited the above Burnt Titanium Card Pull Copyright to cover the Ridge logo on the pictured wallet.

89. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Nimalist.

90. Nimalist knew that Ridge owns the Ridge Burnt Titanium Card Pull Copyright.

91. Ridge did not authorize Nimalist's use of Ridge's Burnt Titanium Card Pull

Copyright.

92. Nimalist knew that Ridge did not authorize Nimalist's use of Ridge's Burnt Titanium Card Pull Copyright as of the date Nimalist published the edited version of the Burnt Titanium Card Pull Copyright.

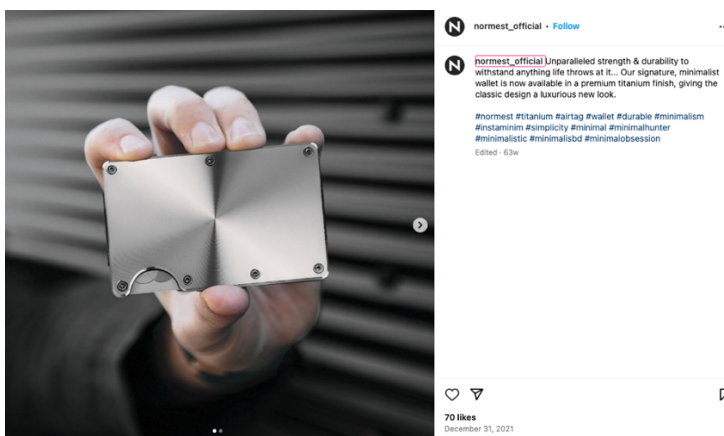
93. Nimalist intentionally edited out Ridge's brand name from the wallet in the Burnt Titanium Card Pull Copyright to hide the fact that it was using the Burnt Titanium Card Pull Copyright without Ridge's authorization.

94. Nimalist intentionally edited out Ridge's brand name from the wallet in the Burnt Titanium Card Pull Copyright to induce consumers into believing the image was Nimalist's own.

95. This image clearly infringes Ridge's Burnt Titanium Card Pull Copyright with an overlay on the face of the wallet to hide Ridge's branding.

96. This image is posted on Nimalist's website with the intent to promote, market, and profit by way of inducing a sale of the Nimalist wallet allegedly pictured.

97. As indicated in the above annotated screenshot, at least as recently as December 31, 2023, @Normest\_Official posted the below image to its Instagram page:



98. The image and unlicensed use are virtually identical to the Black Wallet Garage Copyright.

99. Normest edited the above Black Wallet Garage Copyright to cover the Ridge logo on the pictured wallet.

100. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Normest.

101. Normest knew that Ridge owns the Black Wallet Garage Copyright.

102. Ridge did not authorize Normest's use of Black Wallet Garage Copyright.

103. Normest knew that Ridge did not authorize Normest's use of Ridge's Black Wallet Garage Copyright as of the date Normest published the edited version of the Black Wallet Garage Copyright.

104. Normest intentionally edited out Ridge's brand name from the wallet in the Black Wallet Garage Copyright to hide the fact that it was using the Black Wallet Garage Copyright without Ridge's authorization.

105. Normest intentionally edited out Ridge's brand name from the wallet in the Black Wallet Garage Copyright to induce consumers into believing the image was Normest's own.

106. This image clearly infringes Ridge's Black Wallet Garage Copyright with an overlay on the face of the wallet to hide Ridge's branding.

107. This image is posted on Normest's Instagram with the intent to promote, market, and profit by way of inducing a sale of the Normest wallet allegedly pictured.

108. As indicated in the above annotated screenshot, at least as recently as December 31, 2023, @Normest\_Official posted the below image to its Instagram page:



109. The image and unlicensed use are virtually identical to the Black Carbon Fiber Card Spread Copyright.

110. Normest edited the above Black Carbon Fiber Card Spread Copyright to cover the Ridge logo on the pictured wallet.

111. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Normest.

112. Normest knew that Ridge owns the Black Carbon Fiber Card Spread Copyright.

113. Ridge did not authorize Normest's use of the Black Carbon Fiber Card Spread Copyright.

114. Normest knew that Ridge did not authorize Normest's use of Ridge's Black Carbon Fiber Card Spread Copyright as of the date Normest published the edited version of the Black Carbon Fiber Card Spread Copyright.

115. Normest intentionally edited out Ridge's brand name from the wallet in the Black Carbon Fiber Card Spread to hide the fact that it was using the Black Carbon Fiber Card Spread Copyright without Ridge's authorization.

116. Normest intentionally edited out Ridge's brand name from the wallet in the Black



Carbon Fiber Card Spread Copyright to induce consumers into believing the image was Normest's own.

117. This image clearly infringes Ridge's Black Carbon Fiber Card Spread Copyright with an overlay on the face of the wallet to hide Ridge's branding.

118. This image is posted on Normest's Instagram with the intent to promote, market, and profit by way of inducing a sale of the Normest wallet allegedly pictured.

119. As indicated in the above annotated screenshot, at least as recently as December 31, 2023, @Normest\_Official posted the below image to its Instagram page:



120. The image and unlicensed use are virtually identical to the Black Carbon Fiber Left Copyright.

121. Normest edited the above Black Carbon Fiber Left Copyright to cover the Ridge logo on the pictured wallet.

122. Accordingly, Ridge's Copyright Management Information does not appear when the image is used, displayed, reproduced, and/or distributed by Normest.

123. Normest knew that Ridge owns the Black Carbon Fiber Left Copyright.

124. Ridge did not authorize Normest's use of the Black Carbon Fiber Left Copyright.

125. Normest knew that Ridge did not authorize Normest's use of Ridge's Black Carbon Fiber Left Copyright as of the date Normest published the edited version of the Black Carbon Fiber Left Copyright.

126. Normest intentionally edited out Ridge's brand name from the wallet in the Black Carbon Fiber Left Copyright to hide the fact that it was using the Black Carbon Fiber Left Copyright without Ridge's authorization.

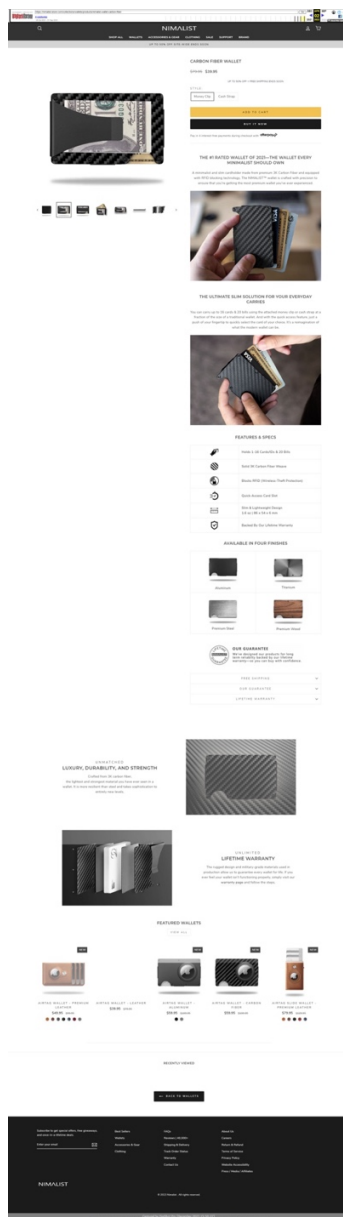
127. Normest intentionally edited out Ridge's brand name from the wallet in the Black Carbon Fiber Left Copyright to induce consumers into believing the image was Normest's own.

128. This image clearly infringes Ridge's Black Carbon Fiber Left Copyright with an overlay on the face of the wallet to hide Ridge's branding.

129. This image is posted on Normest's Instagram with the intent to promote, market, and profit by way of inducing a sale of the Normest wallet allegedly pictured.

130. Nimalist also used Ridge's copyrighted images on its website, as follows.

131. Nimalist posted the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights to its nimalist-store.com webpage in an effort to promote and profit from sales of the Accused Products:



A true and accurate copy of Nimalist's website retrieved from Archive.org as of April 2, 2023 is attached hereto as Exhibit U.

132. The images and unlicensed uses are virtually identical to the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights.

133. Nimalist edited the above Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights to cover the Ridge logo on the pictured wallets.

134. Accordingly, Ridge's Copyright Management Information does not appear when the images are used, displayed, reproduced, and/or distributed by Nimalist.

135. Nimalist knew that Ridge owns the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights.

136. Ridge did not authorize Nimalist's use of Ridge's Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights.

137. Nimalist knew that Ridge did not authorize Nimalist's use of Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights as of the date Nimalist published the edited version of the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights.

138. Nimalist intentionally edited out Ridge's brand name from the wallets in the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights to hide the fact that it was using the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights without Ridge's authorization.

139. Nimalist intentionally edited out Ridge's brand name from the wallets in the Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights to induce consumers into believing the images were Nimalist's own.

140. These images clearly infringe Black Carbon Fiber Card Spread and Black Carbon Fiber Left Copyrights with overlays on the face of the wallets to hide Ridge's branding.

141. These images posted on Nimalist's website with the intent to promote, market, and profit by way of inducing a sale of the Nimalist wallets allegedly pictured.

142. Defendants are not authorized licensees of Plaintiff.

143. Defendants advertised using Plaintiff's copyrights for commercial purposes without being granted permission by Plaintiff.

144. Defendants have not paid Plaintiff any royalties nor requested permission for use of the copyrights.

145. Defendants' acts are willful and intentional.

**DEFENDANTS' KNOWLEDGE OF RIDGE'S  
ALLEGATIONS OF INFRINGEMENT OF THE '808 PATENT**

146. Ridge put Nimalist on notice of its infringement of the '808 Patent by way of a cease-and-desist letter dated October 11, 2023. A true and correct copy of the email communication and attached cease and desist letter is attached hereto as Exhibit V.

147. The communication to Nimalist indicated that Ridge purchased Nimalist's products, tore down the products, and confirmed Nimalist's infringement, and included photos of the teardowns in the letter. *See Ex. V.*

148. Ridge's letter further included screenshots of the exact products Ridge contended infringed and continue to infringe its '808 Patent. *Id.*

149. To date, Nimalist has not responded to Ridge's cease and desist letter.

150. On information and belief, Nimalist has not altered the functionality of any of its products to avoid infringement of the '808 Patent.

151. On information and belief, Normest and Nimalist are owned and operated by the same entity and/or individual.

152. Accordingly, Normest, due to its same owner and the fact that it offers for sale products identical to Nimalist, became aware of Ridge's belief of Normest's infringement at least as early as of October 11, 2023.

153. At the latest, Normest is aware of Ridge's allegations of patent infringement as of the filing and/or service of this Complaint.

154. On information and belief, Normest has not altered the functionality of any of its products to avoid infringement of the '808 Patent.

**DEFENDANTS' KNOWLEDGE OF PLAINTIFF'S ASSERTION UNDER THE  
DIGITAL MILLENIUM COPYRIGHT ACT**

155. On or about December 19, 2023, Ridge conducted a reverse image search of Ridge's Copyrights on Google.

156. This search led to Ridge identifying at least 5 posts on Defendants' Instagram as well as some for use on Defendants' websites, as outlined above.

157. On or about December 19, 2023, Ridge representative reported the unauthorized use of Ridge's copyrights pursuant to the DMCA on Shopify's platform.

158. On the same day, Defendants filed counter-notifications, issued under 17 U.S.C. § 512. Exs. B-C.

159. As set forth more fully above, Plaintiff is the owner and holder of the Ridge Copyrights. *See, e.g.*, Exs. G-L.

**COUNT I**

**(Willful Infringement of the '808 Patent)**

160. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 159 as set forth herein.

161. Ridge owns all substantial rights, interest, and title in and to the '808 Patent, including the sole and exclusive right to prosecute this action and enforce the '808 Patent against infringers, and to collect damages and secure and enforce injunctive relief, for all relevant times.

162. The '808 Patent generally describes a sleek card and money-carrying device, such as a compact wallet, that is capable of blocking radio frequency identification ("RFID"). In particular, the claimed invention "is a compact wallet designed to present a minimal silhouette in

a shirt, pants, or purse pocket. Novel features hold the silhouette to the minimal dimensions of a credit card while affording maximal expandability for content storage and accessibility.” Ex. A at Abstract. The Ridge Wallet comprises two multi-piece panels held together with rivets where the two panels are connected and urged toward one another with an elastic band. The compact wallet can be assembled with a money clip or an elastic and plastic cash strap.

163. The written description of the ’808 Patent describes in technical detail each of the claim’s limitations, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations are patentably distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

164. The ’808 Patent claims are directed to patent eligible subject matter in the form of “machines” – “compact wallet[s]” – and thus satisfy 35 U.S.C. § 101.

165. Defendants have made, had made, used, imported, supplied, distributed, sold, and/or offered for sale the Accused Products, including their Slim Wallets.

166. As set forth in the attached non-limiting Claim chart (Exhibit W), Defendants have infringed and are infringing at least Claims 1 and 14 of the ’808 Patent by making, having made, using, importing, supplying, distributing, selling, and/or offering for sale the Accused Products.

167. Defendants actively induce infringement of at least Claims 1 and 14 of the ’808 Patent by selling the Accused Products in such a way that users are instructed to make and/or use a wallet that infringes the ’808 Patent.

168. Defendants further aid, instruct, or otherwise act with the intent to cause an end user to use the Accused Products.

169. Defendants knew of the '808 Patent at least as early as October 11, 2023, and knew that their subsequent making, using, selling, offering for sale, and/or importation would cause purchasers to directly infringe at least Claims 1 and 14 of the '808 Patent.

170. Defendants are also liable for contributory infringement of at least Claims 1 and 14 of the '808 Patent by providing, and by having knowingly provided, a material part of the instrumentalities, namely the Accused Products, used to infringe Claims 1 and 14 of the '808 Patent. The Accused Products have no substantial non-infringing uses. When an end user uses the Accused Products, the end user directly infringes Claims 1 and 14 of the '808 Patent. Defendants knew of the '808 Patent at least as early as October 11, 2023 and knew that their subsequent making, using, selling, offering for sale, and/or importation would cause purchasers to directly infringe at least Claims 1 and 14 of the '808 Patent. *See Ex. V.* For at least the reasons set forth above, Defendants contribute to the infringement of the '808 Patent by others.

171. Ridge has been damaged as a result of Defendants' infringing conduct alleged above. Thus, Defendants are liable to Ridge in an amount that compensates it for such infringement, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

172. Defendants' infringement of the '808 Patent has caused, and will continue to cause, Ridge to suffer substantial and irreparable harm.

173. Defendant Nimalist has been aware of Ridge's belief that Nimalist infringes the '808 Patent since at least October 11, 2023. *See Ex. V.*

174. Defendant Normest has been aware of Ridge's belief that Nimalist infringes the '808 Patent at least since October 11, 2023. Accordingly, Normest should have also been on notice of Ridge's belief of infringement.



175. At the very least, Normest has been aware of Ridge's belief that Normest infringes the '808 Patent as of the filing and/or service of this Complaint.

176. Defendants' infringement of the '808 Patent is, has been, and continues to be, willful, intentional, deliberate, and/or in conscious disregard of Ridge's rights under the '808 Patent.

177. Ridge has complied with 35 U.S.C. § 287 with respect to the '808 Patent at least by virtually marking its patented products on its website.

WHEREFORE, Ridge requests that:

A. The Court find that Defendants have directly infringed the '808 Patent and hold Defendants liable for such infringement;

B. The Court find that Defendants have indirectly infringed the '808 Patent by inducing its customers to directly infringe the '808 Patent and hold Defendants liable for such infringement;

C. The Court find that Defendants have indirectly infringed the '808 Patent by contributing to Defendants' customers' direct infringement of the '808 Patent and hold Defendants liable for such infringement;

D. The Court preliminarily and permanently enjoin Defendants from further infringement of the '808 Patent;

E. The Court award damages pursuant to 35 U.S.C. § 284 adequate to compensate Ridge for Defendants' past infringement of the '808 Patent (and to the extent not otherwise awarded an injunction, present and ongoing damages, either in the amount of a reasonable royalty or lost profits), including both pre- and post-judgment interest and costs as fixed by the Court;

F. The Court increase the damages to be awarded to Ridge for patent infringement by three times the amount found by the jury or assessed by the Court; and

G. The Court declare that this is an exceptional case entitling Ridge to its reasonable attorneys' fees under 35 U.S.C. § 285.

## COUNT II

### **(Direct and Willful Copyright Infringement)**

178. Ridge incorporates by reference the paragraphs 1 through 159 as if fully stated herein.

179. Specifically, Ridge incorporates by reference paragraph 58 through 145.

180. Ridge owns the Ridge Copyrights.

181. As the owner of the copyright rights, Ridge holds the exclusive rights under 17 U.S.C. § 106.

182. Defendants had access to but were not licensed by Ridge to use the Ridge Copyrights in the manner they have used one or more of the Ridge Copyrights.

183. Defendants have directly infringed Ridge's rights because they have reproduced one or more of the Ridge Copyrights in violation of 17 U.S.C. § 106(1).

184. Defendants have attempted to prepare derivative works based upon one or more of the Ridge Copyrights in violation of 17 U.S.C. § 106(2).

185. Defendants have distributed copies of one or more of the Ridge Copyrights to the public in violation of 17 U.S.C. § 106(3).

186. Defendants have displayed one or more of the Ridge Copyrights publicly in violation of 17 U.S.C. § 106(5).

187. Defendants knew that the Ridge Copyrights belonged to Ridge and that they did not have permission to exploit Ridge's works.

188. Normest displayed Ridge's Copyrights on its Instagram page and its website.

189. Nimalist displayed Ridge's Copyrights on its website.

190. Defendants knew their acts constituted copyright infringement.

191. Defendants' conduct was willful within the meaning of the Copyright Act.

192. As a result of their wrongful conduct, Defendants are liable to Ridge for copyright infringement pursuant to 17 U.S.C. § 501.

193. Ridge has suffered and will continue to suffer substantial losses, including but not limited to damage to its business reputation and goodwill.

194. Ridge is entitled to recover damages, which includes its losses and profits Defendants have made as a result of their wrongful conduct. 17 U.S.C. § 504.

195. Ridge, at the time of the jury trial in this case, is likely to be entitled to statutory damages under 17 U.S.C. § 504(c), as Ridge's Copyrights should register by that time.

196. In addition, because Defendants' infringement was willful, the award of damages should be enhanced in accordance with 17 U.S.C. § 504(c)(2).

WHEREFORE, Ridge requests that:

- A. The Court enter a judgment in favor of Ridge and against the Defendants;
- B. The Court permanently enjoin Defendants pursuant to 17 U.S.C. § 503;
- C. The Court Order impoundment of all copies made or used in violation of the exclusive rights of Ridge pursuant to 17 U.S.C. § 503;
- D. The Court Order an award of actual damages pursuant to 17 U.S.C. §. 504;

E. The Court Order an accounting and an award of Defendants' profits (including direct and indirect profits) pursuant to 17 U.S.C. § 504;

F. The Court Order costs and allowable attorney's fees pursuant to 17 U.S.C. §. 504; 505; and

G. The Court award any and all relief it deems to be just and appropriate.

### **COUNT III**

#### **(Removal or Alteration of Copyright Management Information)**

197. Ridge incorporates by reference paragraphs 1 through 159 as if fully restated herein.

198. Defendants removed and/or altered copyright management information, including information about the name of, and other identifying information about the owner of the Ridge Copyrights in violation of 17 U.S.C. § 1202.

199. Defendants intentionally removed the Ridge logo from the wallets in Ridge's Copyrights and changed the apparent texture and/or colorway of the wallet in the Ridge Copyrights in order to create an association with Defendants' brands instead of Ridge's.

200. Defendants' removal and/or alteration of copyright management information was made without Ridge's knowledge or authority.

201. Defendants knew that their removal and/or alteration was made without Ridge's knowledge or authority.

202. Defendants were aware of Ridge's claim that their removal and/or alteration was unauthorized via the Shopify takedown request to which Defendants responded with a counter notice, which are attached as Exhibits B and C.

203. Defendants' removal and/or alteration of copyright management information was done intentionally, knowingly, and with the intent to induce, enable, and facilitate copyright infringement of Ridge's Copyrights. 17 U.S.C. § 1202(b).

WHEREFORE, Ridge respectfully requests the following relief against Defendants:

A. Permanently enjoin Defendants and their respective officers, directors, members, managers, agents, servants, employees, representatives, attorneys, related companies, successors, assigns, and all others in active concert or participation with them, from providing false copyright management information, removing, and/or altering copyright information in Ridge's copyrights to third parties;

B. Award Ridge statutory damages pursuant to 17 U.S.C. § 1203(c)(3) in the sum of \$25,000 from each Defendant for each violation of 17 U.S.C. § 1202, or, alternatively, damages in an amount to be determined at trial, including (i) actual damages; (ii) profits Defendants made from the infringing conduct; (iii) the benefit to Defendants from the infringing conduct; and (iv) all other damages attributable to the infringement by Defendants;

C. Award prejudgment interest and costs to Ridge;

D. Award Ridge its reasonable attorney's fees and costs;

E. Award such other relief to which Ridge is entitled under the Copyright Act; and

F. Award any and all other relief that this Court deems just and proper.

#### **JURY DEMAND**

Ridge hereby requests a trial by jury on all issues so triable by right.

#### **PRAYER FOR RELIEF**

A. As it pertains to patent infringement in Count 1, Ridge hereby incorporates by reference as though fully stated herein paragraphs A through G.

- B. As it pertains to copyright infringement in Count 2 Ridge hereby incorporates by reference as though fully stated herein paragraphs A through G.
- C. As it pertains to the DMCA violation in Count 3 Ridge hereby incorporates by reference as though fully stated herein paragraphs A through F.

Dated: January 10, 2024

Respectfully submitted,

/s/ Gina A. Johnson  
**Benjamin E. Weed**  
General Counsel  
**Gina A. Johnson**  
Chief Legal Officer

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