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11 Taylor Made Golf Company, Inc.

12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA  
14

15 TAYLOR MADE GOLF COMPANY,  
16 INC.,

17 Plaintiff,

18 v.

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

21 Defendants.  
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CASE NO. '24CV0212 BEN VET

**COMPLAINT FOR PATENT  
INFRINGEMENT AND FALSE  
ADVERTISING**

**JURY TRIAL DEMANDED**

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

5 **NATURE OF THIS ACTION**

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

13 **PARTIES**

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

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

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

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

3 **JURISDICTION AND VENUE**

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

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

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

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

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

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1 11. On information and belief, SCDC regularly and continuously transacts  
2 business in the District, including by designing, making, and selling the infringing  
3 products. On information and belief, SCDC designs and manufactures the  
4 infringing products on behalf of Costco and sells the infringing products to Costco,  
5 which are then sold to customers in this District through Costco’s retail locations.

6 12. Venue is proper in this District as to SCDC pursuant to 28 U.S.C. §§  
7 1391(b), 1391(c), and 1400(b) because SCDC is incorporated in California and has  
8 a principal place of business in this District.

9 **BACKGROUND**

10 13. Taylor Made is the world’s leading designer and innovator of golf  
11 clubs and has been at the forefront of innovation and technology in the golf industry  
12 for over 40 years. Taylor Made’s history of innovation includes the P790 irons.  
13 These innovative golf clubs were developed by Taylor Made and revolutionized the  
14 filled-iron category upon their 2017 launch.



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24 14. The P790 irons incorporated a host of technologies that aided golf  
25 players in improving distance, feel, forgiveness, and playability. These technologies  
26 included a body comprised of specifically chosen alloys and shaped to distribute  
27 weight; an internal cavity filled with a proprietary SpeedFoam™ polymer; and  
28 tungsten weights to further optimize the weight distribution. Each of these features

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



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

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

20 **The Asserted Patents**

21 **I. The '653 Patent**

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

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

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

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

4 **II. The '293 Patent**

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

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

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

15 **III. The '426 Patent**

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

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

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

26 **IV. The '097 Patent**

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

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

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

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

9 **V. The '727 Patent**

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

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

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

20 **Defendants' Acts of Infringement**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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**Defendants’ Acts of False Advertisement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28



1 84. Defendants' statements are likely to materially influence customer  
 2 purchasing decisions.

3 85. Defendants caused their false statements to enter into interstate  
 4 commerce by publishing them on Costco's website, which is available nationwide  
 5 and offers the accused products for sale nationwide.

6 86. Defendants' actions are likely to harm Taylor Made's sales or  
 7 goodwill. Defendants' false statements that the accused products contain features  
 8 that they do not have, may lead customers to purchase the accused products over  
 9 Taylor Made's competing products, including the P790 irons. Taylor Made's  
 10 goodwill is also likely to be harmed among consumers that have been misled to  
 11 believe the accused products are equivalent in design or performance to the P790  
 12 irons. Defendants' statements have harmed and will continue to harm Taylor Made.

13 87. Taylor made has suffered direct and consequential damages, and is  
 14 entitled to recover compensatory damages, including opportunity costs and  
 15 enhanced damages in an amount to be proven at trial.

16 88. As a result of Defendants' false statements, Taylor Made has suffered  
 17 irreparable harm, and Taylor Made will continue to suffer irreparable harm, unless  
 18 and until Defendants are permanently enjoined by this Court from continuing to  
 19 make or making future false statements regarding the accused products. Taylor  
 20 Made has no adequate remedy at law and is entitled to a permanent injunction  
 21 against Defendants.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Taylor Made respectfully requests judgment against  
 24 Defendants as follows:

- 25 A. a judgment that Defendants have infringed, either literally or under the  
 26 doctrine of equivalents, one or more claims of the asserted patents  
 27 under 35 U.S.C. § 271(a);  
 28 B. a judgment that Defendants' infringement has been and is willful;

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

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DATED: January 31, 2024

Respectfully Submitted,

JOHN CHRISTOPHER (J.C.) ROZENDAAL  
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**JURY DEMAND**

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

DATED: January 31, 2024

JOHN CHRISTOPHER (J.C.) ROZENDAAL  
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