

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

THE RIDGE WALLET LLC,

Plaintiff,

v.

Shenzhen X-World Technology Co., Ltd.

Defendant.

Case No. 2:24-cv-111

**COMPLAINT FOR PATENT
INFRINGEMENT, TRADE DRESS
INFRINGEMENT, UNFAIR
COMPETITION, AND UNJUST
ENRICHMENT**

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff The Ridge Wallet LLC (“Plaintiff” or “Ridge”) files this Complaint against Shenzhen X-World Technology Co., Ltd. (“Defendant” or “X-World”) 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:

INTRODUCTION

1. The American system of free enterprise encourages and rewards creativity, innovation, investment, and hard work. That system relies on fair competition, the bounds of which are protected by law and the Courts.

2. Ridge, an American company headquartered in California, avails itself this American system of free enterprise at great effort and expense.

3. As a result of Ridge’s efforts, Ridge enjoys substantial goodwill among the consuming public for its best-selling compact wallets. That goodwill exists as a result of Ridge’s innovation, investment, marketing, and hard work over many years.

4. 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.

5. Ridge’s innovation, investment, marketing, and hard work have resulted in Ridge developing substantial and highly valuable intellectual property, including patents, trademarks, and trade dress rights covering its best-selling compact wallets.

6. Ridge has made significant investments in the design and development of its premium quality compact wallets and innovative, distinctive trade dress and trademarks to distinguish its products from those of its competitor and/or knock-off brands.

7. Ridge has used the well-known “RIDGE” trademark in connection with compact wallets in the United States since 2013.

8. Ridge has utilized its well-known common law trade dress for the beveled edges around the perimeter of its compact wallets in the United States since at least 2016.

9. Defendant Shenzhen X-World Technology Co., Ltd. is a Chinese company based in Shenzhen, China.

10. On information and belief, Defendant is and has been aware of Ridge since before the filing of this lawsuit.

11. On information and belief, Defendant is and has been aware of at least some of the various forms of intellectual property protecting Ridge’s innovative compact wallets since before the filing of this lawsuit.

12. Defendant has violated the basic American tenets of fair competition by trading on the patented technology and goodwill that Ridge has spent substantial time and money developing.

13. Defendant has acted willfully, based on its knowledge of Ridge and Ridge’s intellectual property. Rather than create its own distinct compact wallet, Defendant has willfully chosen to infringe on Ridge’s Trademarks, Trade Dress, and patented technology by manufacturing, selling, offering for sale, importing, and/or distributing knockoff Ridge wallets throughout the United States, including in the State of Texas.

14. Defendant’s online presence is prolific, and it offers its products for sale without substantial investment by way of e-commerce platforms such as Alibaba.com. Indeed, on Alibaba alone, Defendant offers for sale hundreds of infringing products, in many instances requiring a purchaser to purchase minimum quantities of 10, 50, or even 100 compact wallets per order. *See, e.g.,* Ex. A.

15. Rather than develop its own technology or its own unique aesthetic from all the design possibilities available, Defendant chose to and intended to imitate Ridge's distinctive patented technology and beveled edge design.

16. Even more egregiously, Defendant offered for sale, manufactured, and sold into this District products bearing Ridge's Trademarks, without authorization by the trademark owner (i.e., Ridge).

17. Defendant's willingness to make and sell counterfeit products, including Ridge's logo, demonstrates that Defendant's business intends to and in fact dilutes Ridge's brand name.

18. Ridge and the consuming public are being harmed, and will continue to be harmed, by Defendant's patent infringement and sale of products that infringe Ridge's trademarks, Ridge's trade dress, or both, to induce a confusing similarity to Ridge's compact wallets.

19. Ridge prays that the Court protect the American system of free enterprise by enjoining Defendant from continuing its patent, trademark, and trade dress infringement, trademark dilution, and acts of unfair competition as set forth herein.

THE PARTIES

20. 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.

21. On information and belief, Shenzhen X-World Technology Co., Ltd. is a Chinese corporation having its principal place of business located at CN, Guangdong, Shenzhen, 2670b, Shenzhen International Culture Building, Futian Road.

JURISDICTION AND VENUE

22. This action arises in part under the patent laws of the United States, Title 35 U.S.C. The jurisdiction of this Court is proper under 35 U.S.C. § 271 *et seq.* and 28 U.S.C. § 1331, § 1332, and § 1338.

23. Defendant X-World is a manufacturer, importer, distributor, and/or seller of compact wallets.

24. On information and belief, X-World offers for sale its infringing compact wallets, which it terms “card holders,” on e-commerce platforms, such as Alibaba.com.

25. For example, X-World offers to sell infringing compact wallets at the following website: <https://x-world.en.alibaba.com/index.html>.

26. By way of further example, X-World also offers to sell infringing compact wallets at the following website: https://worldb2b.en.alibaba.com/company_profile.html.

27. Defendant has offered for sale and sold throughout the United States compact wallets that infringe one or more claims of Ridge’s U.S. Patent No. 10,791,808 (the “’808 Patent”). A true and correct copy of the ’808 Patent is attached hereto as Exhibit B.

28. Defendant has offered for sale and sold compact wallets that infringe one or more claims of the ’808 Patent to residents and citizens of Texas who reside within this District.

29. By way of example, only, Defendant has sold into this judicial District at least the compact wallets purchased pursuant to the Purchase Order attached hereto as Exhibit C.

30. Defendant has offered for sale and sold to residents and citizens of Texas who reside within this District non-genuine Ridge compact wallets without a license to use and/or apply Ridge’s trademark. Photographs of the infringing compact wallets supplied by Defendant to a

resident of this District, along with the purchase order for the same, are attached hereto as Exhibit D.

31. The Court has personal jurisdiction over Defendant because it has actively engaged in the manufacture, advertising for sale, offers for sale, sales, and/or distribution of the accused products, (including non-genuine Ridge compact wallets and more generally the patent-infringing compact wallets in Texas), including in the Eastern District of Texas.

32. Venue is proper as to Defendant because Defendant does not reside in the United States, so Defendant may be sued in any judicial district.

RIDGE'S LEGACY OF INNOVATION

33. Ridge was formed with the simple goal of making wallets better. Ridge has been successful in that goal.

34. To date, Ridge has sold more than five million wallets. Even with that success, Ridge continues to start each day with that same mentality: to improve the items customers carry every day.

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



36. Prior to Ridge revolutionizing the industry, wallets were designed to hold everything from gift cards and credit cards to receipts and coins.

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

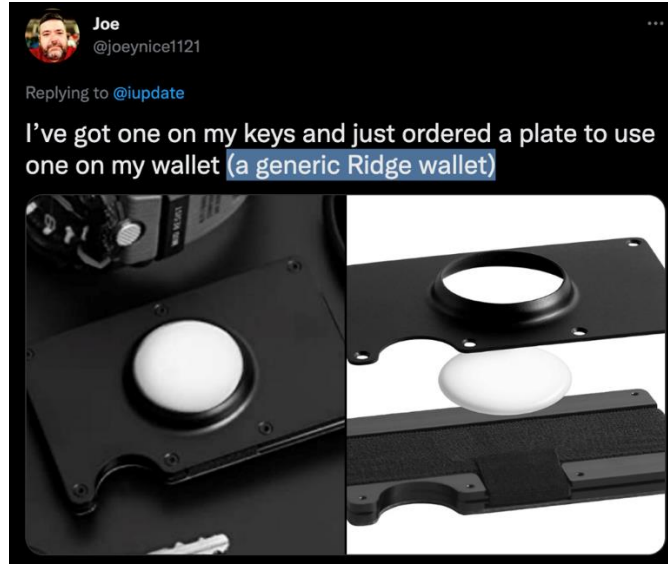
38. It all started when lead inventor and company founder Daniel Kane had an idea for a wallet that is sleeker and smaller than a traditional tri-fold or bi-fold wallet.



39. 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.

40. 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.

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



42. 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.

43. According to Archive.org, Walletoxia did not exist before 2019, meaning its existence in and of itself capitalizes on the market Ridge created. See <https://web.archive.org/web/20190406082858/https://www.walletoxia.info/>.

44. Ridge markets, advertises, and promotes its compact wallets across several social media platforms, such as Instagram, Facebook, TikTok, and X (formerly known as Twitter).

45. Ridge additionally markets, advertises, and promotes its compact wallets on its own website, hosted by Shopify, (www.ridge.com), as well as on Amazon.com. *See, e.g.*, <https://www.amazon.com/s?me=A2VG2N28IEQS4H&marketplaceID=ATVPDKIKX0DER>.

46. Ridge also has several wholesale relationships that foster Ridge's United States' expansion into brick and mortar retailers across the United States. For example, Ridge sells its compact wallets at Best Buy locations across the United States, as well as at Scheel's, Nordstrom, Buckle, and others.

RIDGE'S INTELLECTUAL PROPERTY RIGHTS

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

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

49. 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.

50. A true and accurate copy of the '808 Patent is attached hereto as Exhibit B. A true and accurate copy of the assignment from Daniel Kane, the named inventor of the '808 Patent, to Ridge is attached hereto as Exhibit E.

51. Ridge has scrupulously enforced and protected the '808 Patent 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).

52. Ridge is also the owner of common law and registered trademarks covering, *inter*

alia, its brand name.

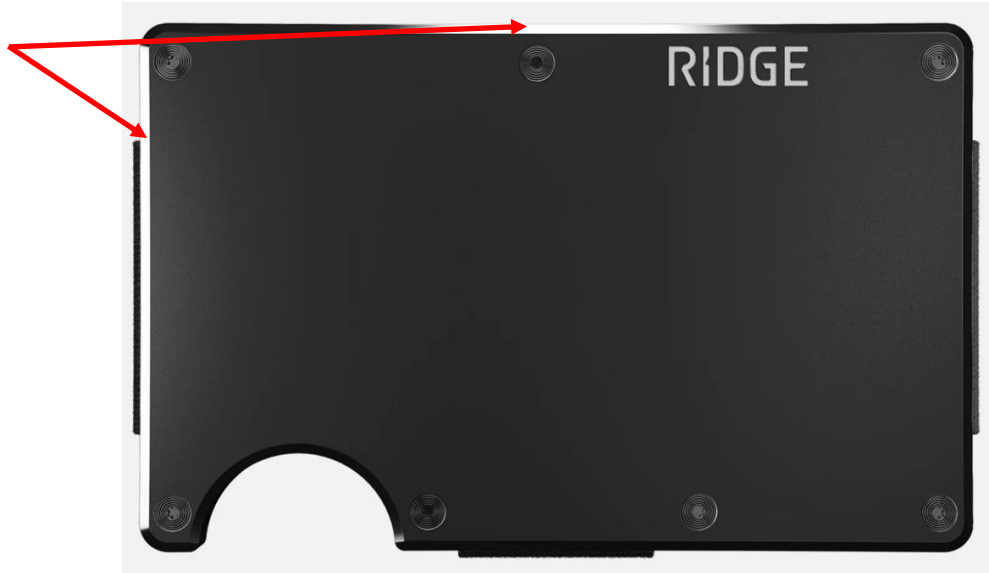
53. For example, Ridge is the owner of the RIDGE standard character trademark, covering its brand name in class 18, intending to cover compact wallets. This mark, based on Ridge's use in commerce on its compact wallets dating back to 2013, registered as 5,964,856 on January 21, 2020. A true and correct copy of the Registration Certificate for the Ridge word mark is attached hereto as Exhibit F.

54. Ridge is also the owner of the stylized common law trademark for the Ridge brand, as follows:

RIDGE

55. The Ridge stylized mark covers, *inter alia*, class 18 for Ridge's compact wallets and is pending registration as Application Number 98123941. A true and correct copy of the pending application for the Ridge stylized mark is attached hereto as Exhibit G. The two aforementioned trademarks are referred to collectively hereinafter as the "Trademarks."

56. Ridge is also the owner of the common law trade dress for the beveled edges of its compact wallets, as demonstrated in the below photograph of one of Ridge's compact wallets (red arrows identifying exemplary beveled edges):



57. The aforementioned trade dress covering Ridge’s beveled edges is referred to hereinafter as the “Trade Dress.”

58. The Trademarks and Trade Dress are inherently distinctive, serving to identify and indicate the source of Ridge’s compact wallets to the consuming public, and to distinguish its product from those of others.

59. The Trademarks and Trade Dress are non-functional and serve to identify to consumers that the origin of the product is Ridge, as compared to some of the cheaper knock-offs available on the market.

60. Additionally and alternatively, as a result of Ridge’s extensive usage and promotion since the company was formed and began selling compact wallets, at least the Ridge word mark has become distinctive to designate Ridge’s compact wallets, to distinguish Ridge’s products from the products of others, and to distinguish the source or origin of Ridge’s products.

61. Additionally and alternatively, as a result of Ridge’s extensive usage and promotion of the Ridge stylized mark for over a year, at least the Ridge stylized mark has become distinctive

to designate Ridge's compact wallets, to distinguish Ridge's products from the products of others, and to distinguish the source or origin of Ridge's products.

62. Additionally and alternatively, as a result of Ridge's extensive usage and promotion of the Trade Dress for over seven years, at least the Trade Dress has become distinctive to designate Ridge's compact wallets, to distinguish Ridge's products from the products of others, and to distinguish the source or origin of Ridge's products.

63. By way of example only, consumers have posted articles regarding the distinctive design elements regarding the Trade Dress and its direct association with Ridge's brand. *See* Exhibit H, excerpted in relevant part below:

The Ridge represents the highest quality materials and construction. Plus subtle design elements like the **beveled** edges and money-clip tension make for a top-of-the-line product. So yes, the wallet may cost more than you've ever spent for this kind of accessory, but because of the build quality and warranty, you can think of it more like an investment.

64. As a result, the Trademarks and Trade Dress have become well-known and widely recognized by consumers in the State of Texas and throughout the United States to indicate the source of Ridge's compact wallets.

65. The Trademarks and Trade Dress are distinctive and famous under 15 U.S.C. § 1125(c) and Texas Business and Commerce Code § 16.103.

66. Consumers know and respect the Trademarks and Trade Dress as a symbol of quality, premium compact wallets.

67. As a result of Ridge's extensive, continuous use and promotion of the Trademarks and Trade Dress in interstate commerce, Ridge has developed valuable goodwill and strong common law rights.

68. As a result of Ridge's efforts, consumers have come to identify and recognize the Trademarks and/or Trade Dress as an indicator of Ridge as the source of Ridge's compact wallets.

DEFENDANT'S ILLEGAL ACTIVITIES AND KNOWLEDGE OF RIDGE'S INTELLECTUAL PROPERTY

69. Defendant is a manufacturer and seller of various items, located in China, with an online presence by way of certain storefronts made available by third-party e-commerce marketplaces, e.g., Alibaba.com.

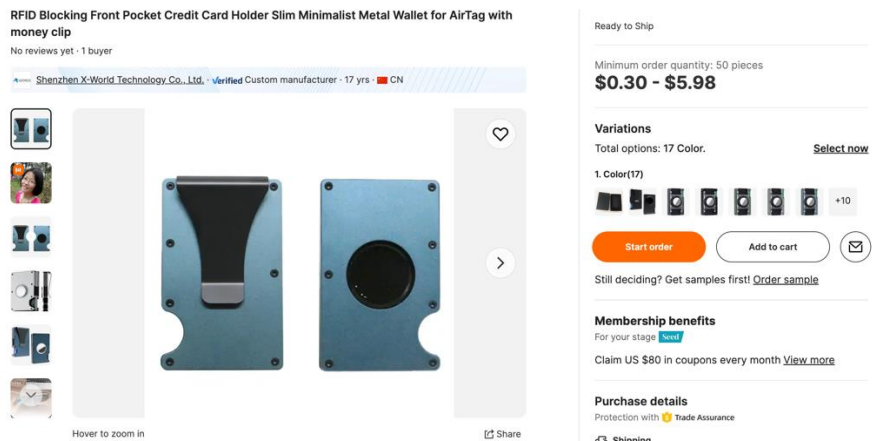
70. On information and belief, Defendant offers for sale and sells compact wallets, among other products, at the following websites:

<https://x-world.en.alibaba.com/index.html>

https://worldb2b.en.alibaba.com/company_profile.html

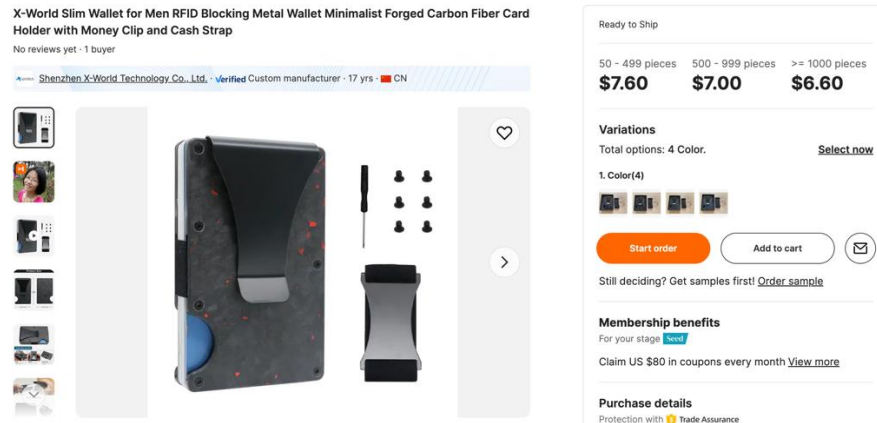
71. On information and belief, Defendant offers for sale dozens, if not hundreds, of colorways of compact wallets that infringe Ridge's '808 Patent.

72. The below links and images are indicative of representative infringing compact wallets that Defendant offers for sale on its website, and that upon information and belief, Defendant also manufactures in China.



Source: https://www.alibaba.com/product-detail/RFID-Blocking-Front-Pocket-Credit-Card_1600727061808.html?spm=a2700.shop_plgr.41413.54.5cd63023ThoE6n. As indicated

above, this product comes in 17 color options and requires a minimum order quantity of 50 pieces.



Source: https://www.alibaba.com/product-detail/X-World-Slim-Wallet-for-Men_1600659367373.html?spm=a2700.shop_plgr.41413.68.5cd63023ThoE6n. As indicated

above, this product comes in 4 color options and calls for order quantities upwards of 1,000 pieces at a time.

73. At least as early as December 30, 2022, Defendant was on notice and therefore had knowledge of Ridge's belief that Defendant's compact wallets, such as those offered for sale at the above-referenced Alibaba websites, infringe Ridge's '808 Patent.

74. In particular, Ridge sent a takedown request via Alibaba to inform Alibaba (and Defendant) of Defendant's infringement of the '808 Patent.

75. At least as early as January 2, 2023, Defendant filed a counter notice, further confirming its knowledge of the '808 Patent and of Ridge's belief of Defendant's infringement of the same.

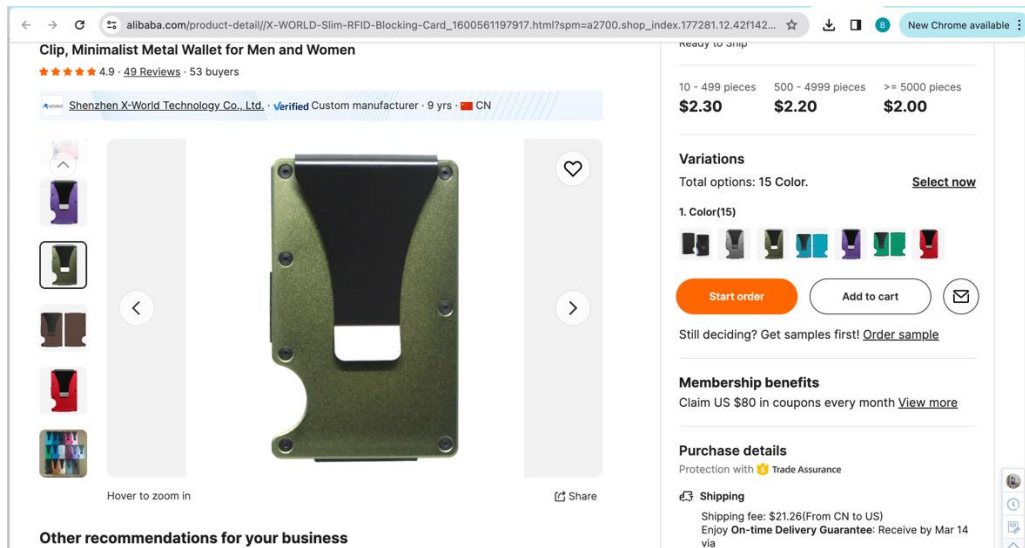
76. While Alibaba declined to take any action based on Ridge’s takedown request (presumably based on the counter notice), the counter notice provides no legitimate basis for a defense to Ridge’s claim that Defendant infringes the ’808 Patent.

77. The images reproduced above, gathered after January 3, 2023, are exemplary and representative of Defendant’s flagrant and prolific infringement of Ridge’s ’808 Patent.

78. Moreover, these images are representative of Defendant’s willful patent infringement, which has continued for more than a year since Ridge put Defendant on notice of its infringement.

79. Defendant also offers for sale products that infringe Ridge’s Trade Dress, by way of its incorporation of the same beveled edges that Ridge has acquired distinctiveness for over its 7-year period of use of such trade dress.

80. By way of example, only, Defendant offers for sale the following product, which incorporate Ridge’s Trade Dress:



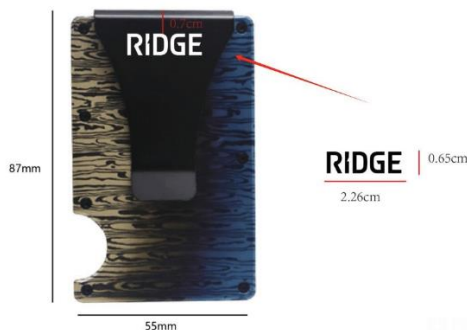
Source: https://www.alibaba.com/product-detail/X-WORLD-Slim-RFID-Blocking-Card_1600561197917.html?spm=a2700.shop_index.177281.12.42f142cc2R7cRk

81. Upon information and belief, Defendant has been aware of the distinctiveness and value of Ridge's Trade Dress at least as early as 2022 when Defendant's customers began expressing desire to purchase products that included the Trade Dress.

82. Upon information and belief, Defendant willingly manufactures products incorporating Ridge's Trade Dress with the knowledge that consumers will mistakenly associate the Trade Dress with Ridge and therefore that the Trade Dress is desirable and adds value to the compact wallets.

83. Perhaps most egregiously, at least as of January 31, 2024, X-World offered for sale, sold, imported, and distributed wallets bearing Ridge's common law stylized trademark (pending application) in this District.

84. Indeed, as evidenced by the following screenshot of a communication from X-World to a third party, X-World willingly included Ridge's trademark on a mockup *and* subsequently shipped the compact wallets bearing Ridge's Trademarks into this District.

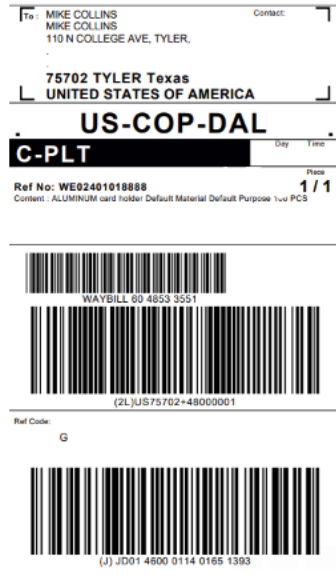


From: Regina- X World <sales5@x-world.com.cn>
Sent: Tuesday, January 30, 2024 9:29 PM
To: mike@collinsiv.com
Subject: Re: DHL tracking number/ Wallet

Hi Mike,

DHL tracking number for your order is: **6048533551**

You will receive after 3-4 days soon.



Thanks & Best Regards
Regina

See also Ex. D.

85. On February 6, 2024, a consumer in this District received the counterfeit wallets, bearing Ridge's logo and Trademarks without authorization by the rights holder (Ridge) for the Trademarks to be applied to the goods. *See Ex. D.* A photo of one of the compact wallets that was received by a consumer in this District is reproduced below:



Id.

86. Not only is X-World engaged in the business of selling products that willfully infringe Ridge's patents, but now, X-World has explicitly manufactured, offered for sale, sold, and imported into this District a product that is intended to confuse consumers into believing that the product is associated with and/or sold on behalf of Ridge.

87. This egregious act is demonstrative of the complete disregard for the United States intellectual property laws with which X-World operates, and the greater threat to the goodwill of Ridge as X-World continues to manufacture counterfeit products that emulate Ridge's products by way of patent infringement, application of Ridge's Trademarks, and Ridge's Trade Dress.

88. Defendant's infringing compact wallets do not have the same premium quality as the Ridge compact wallets.

89. Defendant intentionally chose a design that is confusingly similar to Ridge's Trade Dress in an effort to trade on the goodwill of Ridge's hugely successful compact wallets and beveled edge design.

90. Defendant's use of the confusingly similar design began well after Ridge's Trademarks and Trade Dress had acquired great strength and consumer recognition in the marketplace.

91. Upon information and belief, Defendant was aware of Ridge's Trademarks and Trade Dress when it began use of the confusingly similar design.

92. Defendant's commercial use of the Trademarks and Trade Dress is in interstate commerce and is without permission or authority from Ridge.

93. Defendant's infringing compact wallets are a reproduction, counterfeit, copy, or colorable imitation of Ridge's Trademarks and/or Trade Dress and are sold and distributed within and throughout the State of Texas.

94. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of the infringing compact wallets is likely to cause confusion or mistake, or to deceive consumers and potential consumers as to the affiliation, connection, or association of Defendant with Ridge, or as to origin, sponsorship, or approval of Defendant's goods or commercial activities of Ridge.

95. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar compact wallets indicates to the purchasing public that Defendant, its business, and its goods or services originate with Ridge, or are affiliated, connected, or associated with Ridge, or are sponsored, endorsed, or approved by Ridge, or are in some manner related to Ridge or its goods and services.

96. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar compact wallets falsely designates the origin of

Defendant's goods, and falsely or misleadingly describes and represents facts with respect to Defendant and its goods.

97. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar infringing compact wallets is intended to trade on and receive the benefit and goodwill built up at great labor and expense by Ridge, and to gain acceptance for Defendant's goods based on the reputation and goodwill of Ridge, its goods, and its Trademarks and Trade Dress.

98. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar infringing compact wallets, a reproduction, counterfeit, copy, or colorable imitation of the Trade Dress, enables Defendant to palm off its goods on the unsuspecting public as those of Ridge.

99. Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar infringing compact wallets removes from Ridge the ability to control the nature and quality of goods and services associated by consumers with its marks and Trade Dress and places the valuable reputation and goodwill of Ridge in the hands of Defendant, over whom Ridge has no control.

100. As a result of Defendant's unauthorized commercial manufacture, offer for sale, sale, distribution, and/or use of its confusingly similar infringing compact wallets, Defendant is being unjustly enriched at the expense of Ridge and the public.

101. Defendant has damage Ridge's goodwill and reputation and is continuing to damage Ridge's goodwill and reputation by its illegal acts. Unless Defendant is restrained by this Court, Defendant will continue to cause irreparably injury to Ridge and the public for which there is no adequate remedy at law.

102. Defendant's acts complained of herein have been deliberate, willful, intentional, and in bad faith, with full knowledge and conscious disregard of Ridge's rights.

103. In view of the egregious nature of Defendant's actions, this is an exceptional case within the meaning of 35 U.S.C. § 285.

104. In view of the egregious nature of Defendant's actions, this is an exceptional case within the meaning of Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

COUNT I

(Infringement of the '808 Patent)

105. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 104 as set forth herein.

106. 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.

107. 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. B at Abstract.

108. The written description of the '808 Patent describes in technical detail each of the claims 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. *Id.*

109. 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.

110. Defendant has made, had made, used, imported, supplied, distributed, sold, and/or offered for sale certain wallet products including money clips, which are referred to hereinafter as the “Patent Accused Products.”

111. As set forth in the attached non-limiting claim chart (Ex. I), Defendant has infringed and is 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 Patent Accused Products.

112. Defendant actively induces infringement of at least Claims 1 and 14 of the '808 Patent by selling the Patent Accused Products in such a way that users are instructed to make and/or use a wallet that infringes the '808 Patent. *See, e.g.,* Defendant's website, describing how to push cards out of the wallet for easy access. Defendant aids, instructs, or otherwise acts with the intent to cause an end user to use the Patent Accused Products. Defendant knew of the '808 Patent at least as early as December 20, 2022, and knew that its 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.

113. Defendant is 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 Patent Accused Products, used to infringe Claims 1 and 14 of the '808 Patent. The Patent Accused Products have no substantial non-infringing uses. When an end user uses the Patent Accused Products, the end user directly infringes Claims 1 and 14 of the '808

Patent. Defendant knew of the '808 Patent at least as early as December 20, 2022 and knew that its 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. For at least the reasons set forth above, Defendant contributes to the infringement of the '808 Patent by others.

114. Ridge has been damaged as a result of Defendant's infringing conduct alleged above. Thus, Defendant is 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.

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

116. Defendant has been aware of Ridge's belief that Defendant infringes the '808 Patent since at least December 20, 2022.

117. Defendant's 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.

118. 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.

COUNT II

(Trade Dress Infringement)

119. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 118 as set forth herein.

120. Defendant's acts complained of herein constitute trade dress infringement in violation of 15 U.S.C. § 1125(a). In particular, Defendant's acts relating to wallets with beveled edges constitute trade dress infringement in violation of 15 U.S.C. § 1125(a).

121. Defendant's use of Ridge's Trade Dress and/or reproductions, counterfeits, copies, or colorable imitations thereof is likely to cause confusion, mistake, or deception as to the affiliation, connection, and/or association of Defendant with Ridge and as to the origin, sponsorship, and/or approval of the infringing products, at least by creating the false and misleading impression that the infringing products are manufactured by, authorized by, or otherwise associated with Ridge.

122. Ridge's Trade Dress is entitled to protection under the Lanham Act. Ridge's Trade Dress includes unique, inherently distinctive, and non-functional designs. Ridge has extensively and continuously promoted and used its Trade Dress in commerce in The United States. Through that extensive and continuous use, Ridge's Trade Dress has become a well-known indicator of the origin of Ridge's compact wallets. Ridge's Trade Dress has also acquired substantial secondary meaning in the marketplace. Moreover, Ridge's Trade Dress acquired this secondary meaning before Defendant commenced its unlawful use of Ridge's Trade Dress in connection with the infringing products.

123. Ridge has been damaged by Defendant's unlawful use of Ridge's Trade Dress, and, unless enjoined, Defendant's unlawful use of Ridge's Trade Dress will continue to cause substantial and irreparable injury to Ridge for which Ridge has no adequate remedy at law. The injury to Ridge includes at least substantial and irreparable injury to the goodwill and reputation for quality associated with Ridge, Ridge's Trade Dress, and Ridge's compact wallets.

124. Defendant's use of Ridge's Trade Dress has been intentional, willful, and malicious. Defendant's bad faith is evidenced at least by the similarity of the infringing product design to Ridge's Trade Dress, as demonstrated above. Exs. A, H.

125. Ridge is entitled to injunctive relief, and Ridge is entitled to recover at least Defendant's profits, Ridge's actual damages, enhanced damages/profits, costs, and reasonable attorney fees under at least 15 U.S.C. §§ 1125(a), 1116, and 1117.

126. In view of the nature of Defendant's acts in violation of 15 U.S.C. § 1125(a) complained of herein, and/or Defendant's willfulness and bad faith, this is an exceptional case within the meaning of 15 U.S.C. § 1117(a).

COUNT III

(Federal Unfair Competition)

127. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 126 as set forth herein.

128. Defendant has used and continues to use Ridge's Trade Dress in commerce, or counterfeits, reproductions, copies, or colorable imitations thereof.

129. The acts of Defendant complained of herein constitute trade dress infringement, false designations of origin, false or misleading descriptions or representations of fact on or in connection with goods or services, and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

130. Ridge has been damaged by Defendant's acts in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) complained of herein.

131. The nature of Defendant's acts in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) complained of herein and/or Defendant's willfulness and bad faith, make this an exceptional case within the meaning of 15 U.S.C. § 1117(a).

COUNT IV

(Trade Dress Infringement Under the Common Law of Texas)

132. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 131 as set forth herein.

133. The acts of Defendant complained of herein constitute trade dress infringement in violation of the common law of Texas.

134. Ridge has been damaged by Defendant's acts of common law trade dress infringement.

COUNT V

(Injury to Business Reputation or Trade Dress Under Texas Business and Commerce Code)

135. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 134 as set forth herein.

136. The acts of Defendant complained of herein are likely to cause injury to Ridge's business reputation and to dilute the distinctive quality of Ridge's Trade Dress in violation of Texas Statute, Tex. Bus. & Com. Code § 16.29, regardless of whether there is competition between the parties or confusion as to the source of goods or services.

137. The acts of Defendant complained of herein are likely to cause injury to Ridge's business reputation and to dilute the distinctive quality of Ridge's Trade Dress, in violation of Texas Anti-Dilution Statute, Tex. Bus. & Com. Code § 16.103.

138. Defendant's acts have caused injury to Ridge's business reputation and dilution of the Ridge Trade Dress in violation of the Texas Injury to Business Reputation and The Texas Anti-Dilution statutes.

COUNT VI

(Texas Common Law Unfair Competition)

139. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 138 as set forth herein.

140. The acts of Defendant complained of herein constitute trade dress infringement, false designations of origin, false advertising, dilution and other unfair competition in violation of Texas common law.

141. Ridge has been and continues to be damaged by Defendant's conduct in an amount to be determined at trial.

142. Upon information and belief, Defendant's conduct is willful, deliberate, intentional, and in bad faith.

143. By reason of the foregoing acts, Defendant has caused, and unless enjoined will continue to cause irreparable harm to Ridge. Ridge has no adequate remedy at law to address these injuries.

COUNT VII

(Unjust Enrichment)

144. Ridge incorporates by reference and re-alleges each and every allegation of Paragraphs 1 through 143 as set forth herein.

145. Defendant has been and continues to be unjustly enriched at the expense of Ridge by Defendant's acts complained of herein.

146. Specifically, Defendant has taken unfair advantage of Ridge by trading on and profiting from the goodwill and reputation of at least the Ridge Trade Dress, which was developed and is owned by Ridge, resulting in Defendant wrongfully obtaining a monetary and reputational benefit for its own business and products.

147. Defendant's acts complained of herein constitute unjust enrichment at Ridge's expense in violation of Texas state common law.

148. Ridge has been damaged by Defendant's acts of unjust enrichment.

JURY DEMAND

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

PRAYER FOR RELIEF

WHEREFORE, Ridge requests that:

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

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

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

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

E. The Court award damages pursuant to 35 U.S.C. § 284 adequate to compensate Ridge for Defendant's past infringement of the '808 Patent (and to the extent not otherwise

awarded an injunction, present and ongoing damages), 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;

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

H. The Court find that Defendant has infringed Ridge's Trade Dress in violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125(a) *et seq.* and hold Defendant liable for such infringement;

I. The Court preliminarily and permanently enjoin Defendant, its affiliates, subsidiaries, related companies, and all those acting in concert or participation with it from:

- a. further infringement of Ridge's Trade Dress, including but not limited to making, using, offering for sale, selling, importing, and/or distributing compact wallets containing the Ridge Trade Dress covering at least its beveled edges;
 - b. Otherwise competing unfairly with Ridge in any manner, including without limitation, unlawfully adopting or using any other compact wallet designs that are likely to cause confusion with Ridge's Trademarks and/or Trade Dress;
 - c. Committing any acts or making any statements calculated, or the reasonably foreseeable consequence of which would be to infringe or likely to dilute Ridge's Trademarks or Trade Dress, or to confuse, mislead, or deceive consumers as to the affiliation, connection, or association of Defendant with Ridge or as to the origin, sponsorship, or approval of Defendant's goods or commercial activities by Ridge;
- and

- d. Conspiring with, aiding, assisting or abetting any other person or business entity in engaging in or performing any of the activities referred to in the sub-paragraphs above.

J. The Court order the Defendant, its affiliates, subsidiaries, related companies, and all those acting in concert or participation with them to:

- a. Remove from all websites any depiction of references to the infringing compact wallets (called cardholders on Defendant's site);
- b. Recall and destroy (or deliver to the Court for destruction) all products and packaging consisting of, involving, or related to at least the Trade Dress infringing designs and provide proof to the Court of the same; and
- c. Destroy (or deliver to the court for destruction) any and all advertising or promotional or other materials pertaining to the Trade Dress infringing compact wallets and all product utilizing the infringing Trade Dress, regardless of the medium on which such advertising, promotional, or other materials are contained and provide proof to the Court of the same;

K. The Court require Defendant to file with this Court and serve upon Ridge within thirty (30) days after the entry and service on Defendant of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendant complied with the injunction;

L. The Court require Defendant to account for, and turn over to Ridge, all profits realized as a result of its infringement and other unlawful acts, such award of profits to be enhanced as the Court finds just under the circumstances of this case;

M. The Court award damages adequate to compensate Ridge for Defendant's past infringement of Ridge's Trade Dress (and to the extent not otherwise awarded an injunction, present and ongoing damages), including both pre- and post-judgment interest and costs as fixed by the Court;

N. The Court determine that the case is "exceptional" under 15 U.S.C. § 1117(a);

O. The Court increase the damages to be awarded to Ridge for trade dress infringement by three times the amount found by the jury or assessed by the Court;

P. The Court award such other relief as the Court may deem just and proper.

Dated: February 19, 2024

Respectfully submitted,

/s/ **Melissa R. Smith**

Melissa R. Smith

Gillam & Smith LLP

303 S. Washington Avenue

Marshall, TX 75670

903-934-8450

melissa@gillamsmithlaw.com

Benjamin Weed

Gina Johnson

The Ridge Wallet LLC

104 Main Street

2C

Park Ridge, IL 60068

ben@ridge.com

gina@ridge.com

**ATTORNEYS FOR PLAINTIFF
THE RIDGE WALLET, LLC**