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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 **The Procter & Gamble Co.,**

14 **Plaintiff,**

15 **v.**

16 **Dr. Squatch, LLC,**

17 **Defendant.**

18 **Case No. 2:24-cv-4711**

19 **COMPLAINT FOR PATENT**
20 **INFRINGEMENT**

21 **JURY DEMANDED**

22 Plaintiff The Procter & Gamble Company (“P&G”) files this Complaint for
23 patent infringement against Dr. Squatch, LLC (“Dr. Squatch”) and alleges as follows:

24 **NATURE OF THE ACTION**

25 1. This is an action for patent infringement under the Patent Laws of the
26 United States, 35 U.S.C. §§ 100, *et seq.*, in particular 35 U.S.C. § 271, arising out of
27 Dr. Squatch’s manufacture, use, sale, offer for sale, and/or importation of its
28 aluminum-free deodorant stick products, including Sticc of the Dead, Wood Barrel
Bourbon, Coconut Castaway, Fresh Falls, Pine Tar, Birchwood Breeze, Alpine Sage,
Bay Rum, Rainforest Rapids, Pine Tar, Cool Fresh Aloe, and Summer Citrus
(collectively, the “Accused Products”) prior to the expiration of U.S. Patent Nos.

1 11,844,752; 11,497,706; 11,540,999; 10,905,647; and 10,966,915 (collectively, the
2 “Asserted Patents”).

3 **THE PARTIES**

4 2. Plaintiff P&G is a corporation organized and existing under the laws of
5 the State of Ohio, with its principal place of business at 1 Procter & Gamble Plaza,
6 Cincinnati, OH 44502. P&G is the owner of the Asserted Patents. P&G is a leading
7 consumer products company that makes and sells many different types of consumer
8 products, including but not limited to deodorant products and aluminum-free
9 deodorant stick products.

10 3. Upon information and belief, Defendant Dr. Squatch, LLC is a
11 corporation organized and existing under the laws of Delaware, with its principal
12 place of business at 4065 Glencoe Ave. #300b, Marina Del Rey, California 90292.

13 **JURISDICTION AND VENUE**

14 4. This Court has original jurisdiction over this action under 35 U.S.C. §
15 271 *et seq.*, and 28 U.S.C. §§ 1331 and 1338(a) because P&G asserts patent
16 infringement claims.

17 5. This Court has personal jurisdiction over Dr. Squatch, LLC because it
18 is a corporation with its principal place of business in the State of California.

19 6. Upon information and belief, Dr. Squatch has manufactured, used, sold,
20 offered for sale, and/or imported, and will continue to manufacture, use, sell, offer
21 for sale, and/or import, the Accused Product throughout the United States, including
22 the State of California, and has derived and will derive substantial revenue therefrom.

23 7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391
24 and 1400(b) because Dr. Squatch resides in this judicial district.

25 **THE ASSERTED PATENTS**

26 8. U.S. Patent No. 11,844,752 (the “’752 Patent”) is entitled “Deodorant
27 Compositions.” The United States Patent and Trademark Office (“USPTO”) issued
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1 the '752 Patent on Dec. 19, 2023. P&G is the owner of the '752 Patent. A true and
2 correct copy of the '752 Patent is attached hereto as Exhibit 1.

3 9. U.S. Patent No. 11,540,999 (the "'999 Patent") is entitled "Deodorant
4 Compositions." The USPTO issued the '999 Patent on January 3, 2023. P&G is the
5 owner of the '999 Patent. A true and correct copy of the '999 Patent is attached
6 hereto as Exhibit 2.

7 10. U.S. Patent No. 11,497,706 (the "'706 Patent") is entitled,
8 "Antiperspirant and Deodorant Compositions." The USPTO issued the '706 Patent
9 on November 15, 2022. P&G is the owner of the '706 Patent. A true and correct
10 copy of the '706 Patent is attached hereto as Exhibit 3.

11 11. U.S. Patent No. 10,905,647 (the "'647 Patent") is entitled
12 "Antiperspirant and Deodorant Compositions." The USPTO issued the '647 Patent
13 on February 2, 2021. P&G is the owner of the '647 Patent. A true and correct copy
14 of the '647 Patent is attached hereto as Exhibit 4.

15 12. U.S. Patent No. 10,966,915 (the "'915 Patent") is entitled "Deodorant
16 Compositions." The USPTO issued the '915 Patent on April 6, 2021. P&G is the
17 owner of the '915 Patent. A true and correct copy of the '915 Patent is attached
18 hereto as Exhibit 5.

19 13. The claims of the Asserted Patents are valid and enforceable.

20 **THE ACCUSED PRODUCTS**

21 14. The Accused Products are deodorant sticks.

22 15. Each of the Accused Products satisfies all of the elements of at least one
23 claim of each of the Asserted Patents.

24 16. A representative formula list, specifically of Dr. Squatch's Fresh Falls
25 deodorant product, is shown below in Figure 1.

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FRESH FALLS DEODORANT



Caprylic/Capric Triglyceride, Manihot Esculenta (Arrowroot) Powder, Stearyl Alcohol, Magnesium Hydroxide, Beeswax, Butyrospermum Parkii (Shea) Butter, Cocos Nucifera (Coconut) Oil, Triethyl Citrate, Simmondsia Chinensis (Jojoba) Seed Oil, Natural Fragrance, Jojoba Esters, Charcoal Powder, Helianthus Annuus (Sunflower) Seed Oil, Tocopherol, Lactobacillus Ferment, Maltodextrin

To learn more, visit our [Ingredient Glossary](#).

Figure 1: Fresh Falls deodorant ingredient list. *See* Ex. 6 at 1.

17. As shown in Figure 1, the Accused Products comprise triglycerides.

18. As shown in Figure 1, the Accused Products comprise a structurant, e.g., stearyl alcohol.

19. As shown in Figure 1, the Accused Products comprise an antimicrobial, e.g., magnesium hydroxide.

20. The Accused Products are anhydrous, as shown, e.g., by the lack of “water” as a listed ingredient in Figure 1.

21. Dr. Squatch advertises the Accused Products as aluminum free, as shown below in Figure 2.

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Figure 2: Fresh Falls deodorant packaging. *See* Ex. 7 at 1.

22. Dr. Squatch also advertises the Accused Products as being silicone free, as shown below in Figure 3.

- **ALUMINUM-FREE, NO HARMFUL INGREDIENTS** - Our products are 98-100% natural in origin and we never use harsh chemicals or synthetics like aluminum, parabens, sulfates, phthalates, or silicones.

Figure 3: Fresh Falls and Alpine Sage product description from Amazon.com. *See* Ex. 8 at 1.

DR. SQUATCH’S INFRINGING ACTIVITY

The’752 Patent

23. Based on the foregoing in paragraphs 1 to 22, it is apparent that the Accused Products directly infringe at least claim 1 of the ’752 Patent, which reads as follows:

1. A deodorant stick comprising:
 - a. at least one antimicrobial; and
 - b. a structurant that is stearyl alcohol; said stick being free of an aluminum salt; and

1 said stick having a hardness from about 80 mm*10
2 to about 140 m*10, as measured by penetration with
3 ASTM D-1321 needle;
4 wherein the deodorant stick is anhydrous and is
5 substantially free of silicones.

6 24. The Accused Products are deodorant sticks.

7 25. The Accused Products comprise at least one antimicrobial.

8 26. The Accused Products comprise a structurant that is stearyl alcohol.

9 27. The Accused Products are free of an aluminum salt.

10 28. The Accused Products have a hardness from about 80 mm*10 to about
11 140 mm*10, as measured by penetration with ASTM D-1321 needle.

12 29. The Accused Products are anhydrous.

13 30. The Accused Products are substantially free of silicones.

14 31. P&G has virtually marked and continues to virtually mark the '752
15 Patent at <https://www.pg.com/patents/brands/>, pursuant to 35 U.S.C. § 287(a).

16 ***The '999 Patent***

17 32. The Accused Products also directly infringe at least claim 1 of the '999
18 Patent, which reads:

19 1. A deodorant stick comprising:

20 a. at least one antimicrobial comprising magnesium
21 hydroxide; and

22 b. a primary structurant with a melting point of at least
23 about 50° C.; and

24 said stick being free of an aluminum salt; and

25 said stick having a hardness from about 80 mm*10
26 to about 140 mm*10, as measured by penetration
27 with ASTM D-1321 needle.

28 33. The Accused Products are deodorant sticks.

1 34. The Accused Products comprise at least one antimicrobial comprising
2 magnesium hydroxide.

3 35. The Accused Products comprise a primary structurant with a melting
4 point of at least about 50° Celsius.

5 36. The Accused Products are free of an aluminum salt.

6 37. The Accused Products have a hardness from about 80 mm*10 to about
7 140 mm*10, as measured by penetration with ASTM D-1321 needle.

8 38. P&G has virtually marked and continues to virtually mark the '999
9 Patent at <https://www.pg.com/patents/brands/>, pursuant to 35 U.S.C. § 287(a).

10 ***The '706 Patent***

11 39. The Accused Products also directly infringe at least claim 1 of the '706
12 Patent, which reads:

- 13 1. A deodorant stick, comprising:
14 at least about 25% by weight liquid triglyceride and
15 a primary antimicrobial;
16 said deodorant stick being free of an aluminum salt.

17 40. The Accused Products are deodorant sticks.

18 41. The Accused Products comprise at least about 25% by weight liquid
19 triglyceride.

20 42. The Accused Products comprise a primary antimicrobial.

21 43. The Accused Products are free of an aluminum salt.

22 44. P&G has virtually marked and continues to virtually mark the '706
23 Patent at <https://www.pg.com/patents/brands/>, pursuant to 35 U.S.C. § 287(a).

24 ***The '647 Patent***

25 45. The Accused Products also directly infringe at least claim 1 of the '647
26 Patent, which reads:

- 27 1. A deodorant stick comprising:
28 a. at least 25% by weight liquid triglyceride;

- 1 b. a primary antimicrobial having a water solubility of at
- 2 most about 90 g/L at 25°C.;
- 3 c. a fragrance composition comprising at least about 50%
- 4 by weight of natural oils, essential oils, or a
- 5 combination thereof; and
- 6 d. a primary structurant with a melting point of at least 50°
- 7 C.;
- 8 said stick being free of an aluminum salt; and
- 9 said deodorant stick having a hardness from about 70
- 10 mm*10 to about 140 mm*10, as measured by
- 11 penetration with ASTM D-1321 needle.

12 46. The Accused Products are deodorant sticks.

13 47. The Accused products comprise at least 25% by weight liquid
14 triglyceride.

15 48. The Accused Products comprise a primary antimicrobial having a water
16 solubility of at most about 90 g/L at 25° Celsius.

17 49. The Accused Products comprise a fragrance composition comprising at
18 least about 50% by weight of natural oils, essential oils, or a combination thereof.

19 50. The Accused Products comprise a primary structurant with a melting
20 point of at least 50° Celsius.

21 51. The Accused Products are free of an aluminum salt.

22 52. The Accused Products have a hardness from about 70 mm*10 to about
23 140 mm*10, as measured by penetration with ASTM D-1321 needle.

24 53. P&G has virtually marked and continues to virtually mark the '647
25 Patent at <https://www.pg.com/patents/brands/>, pursuant to 35 U.S.C. § 287(a).

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1 ***The '915 Patent***

2 54. The Accused Products also directly infringe at least claim 1 of the '915
3 Patent, which reads:

- 4 1. A deodorant stick comprising:
5 a. at least about 25% of a liquid triglyceride;
6 b. at least one antimicrobial; and
7 c. a primary structurant with a melting point of at
8 least about 50° Celsius; and wherein said stick is
9 free of an aluminum salt.

10 55. The Accused Products are deodorant sticks.

11 56. The Accused Products comprise at least about 25% of a liquid
12 triglyceride.

13 57. The Accused Products comprise at least one antimicrobial.

14 58. The Accused Products comprise a primary structurant with a melting
15 point at least about 50° Celsius.

16 59. The Accused Products are free of an aluminum salt.

17 60. P&G has virtually marked and continues to virtually mark the '915
18 Patent at <https://www.pg.com/patents/brands/>, pursuant to 35 U.S.C. § 287(a).

19 **DR. SQUATCH'S KNOWLEDGE OF THE ASSERTED PATENTS**

20 61. Dr. Squatch has had actual knowledge of the Asserted Patents at least
21 since November 1, 2022. On that date, P&G sent a letter to Mr. Jack Haldrup, CEO
22 of Dr. Squatch, informing Dr. Squatch of its infringement of the '915, '647, and '706
23 Patents. Subsequently, on October 3, 2023, P&G sent an email notifying Dr. Squatch
24 of its infringement of the '999 Patent. On December 21, 2023, P&G sent an email
25 notifying Dr. Squatch of its infringement of the '752 Patent.

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COUNT ONE

INFRINGEMENT OF U.S. PATENT NO. 11,884,752

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3 62. P&G realleges, adopts, and incorporates by reference the allegations
4 included in the foregoing paragraphs as if fully set forth herein.

5 63. The '752 Patent is currently in force and presumed valid.

6 64. Dr. Squatch manufactures, uses, offers for sale, sells, markets, and/or
7 distributes the Accused Products.

8 65. Such manufacture, use, sale, offer for sale, and/or importation directly
9 infringes, induces others to infringe, and contributes to the infringement by others of
10 each and every limitation of at least one claim of the '752 Patent under 35 U.S.C. §
11 271(a), (b), and (c) in this Judicial District and elsewhere.

12 66. P&G has been and continues to be damaged by Dr. Squatch's
13 infringement of the '752 Patent.

14 67. P&G has suffered and continues to suffer irreparable harm with no
15 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
16 employees, attorneys, representatives, and all others acting on their behalf from
17 directly infringing, inducing infringement, and/or contributing to infringement of
18 the '752 Patent.

19 68. The balance of hardships favors an injunction, and such injunction
20 would not disserve the public interest.

21 69. Dr. Squatch's infringement of the '752 Patent has been with actual
22 knowledge as of at least December 21, 2023 when P&G informed Dr. Squatch of its
23 infringement by email.

24 70. Dr. Squatch's infringement has been and continues to be deliberate,
25 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
26 § 284.

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1 71. Dr. Squatch’s infringement has been and continue to be deliberate,
2 willful, and unlicensed, permitting P&G to seek attorneys’ fees and costs under 35
3 U.S.C. § 285.

4 72. In the alternative, and upon information and belief, Dr. Squatch is
5 vicariously liable under § 271(a) for direct infringement by exercising control or
6 direction over at least one contract manufacturer pursuant to a principal-agent
7 relationship, a contractual relationship, a joint enterprise, or other like arrangement.

8 73. Upon information and belief, the at least one contract manufacturer acts
9 at the direction, under the control, and for the benefit of Dr. Squatch with respect to
10 the making or use of the Accused Products.

11 74. Upon information and belief, Dr. Squatch has an agreement with at least
12 one contract manufacturer to make the Accused Products, such that the contract
13 manufacturer’s making of the Accused Products literally infringes at least one claim
14 of the ’752 Patent.

15 75. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
16 induces infringement of, and contributes to infringement of at least one claim of
17 the ’752 Patent by the manufacture, use, sale, offer for sale, and/or importation of the
18 Accused Products.

19 **COUNT TWO**

20 **INFRINGEMENT OF U.S. PATENT NO. 11,540,999**

21 76. P&G realleges, adopts, and incorporates by reference the allegations
22 included in the foregoing paragraphs as if fully set forth herein.

23 77. The ’999 Patent is currently in force and presumed valid.

24 78. Dr. Squatch manufactures, uses, offers for sale, sells, markets, and/or
25 distributes the Accused Products.

26 79. Such manufacture, use, sale, offer for sale, and/or importation directly
27 infringes, induces others to infringe, and contributes to the infringement by others of
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1 each and every limitation of at least one claim of the '999 Patent under 35 U.S.C. §
2 271(a), (b), and (c) in this Judicial District and elsewhere.

3 80. P&G has been and continues to be damaged by Dr. Squatch's
4 infringement of the '999 Patent.

5 81. P&G has suffered and continues to suffer irreparable harm with no
6 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
7 employees, attorneys, representatives, and all others acting on their behalf from
8 directly infringing, inducing infringement, and/or contributing to infringement of
9 the '999 Patent.

10 82. The balance of hardships favors an injunction, and such injunction
11 would not disserve the public interest.

12 83. Dr. Squatch's infringement of the '999 Patent has been with actual
13 knowledge as of at least October 3, 2023, when P&G informed Dr. Squatch of its
14 infringement by email.

15 84. Dr. Squatch's infringement has been and continues to be deliberate,
16 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
17 § 284.

18 85. Dr. Squatch's infringement has been and continue to be deliberate,
19 willful, and unlicensed, permitting P&G to seek attorneys' fees and costs under 35
20 U.S.C. § 285.

21 86. P&G has been and continues to be damaged by Dr. Squatch's
22 infringement of the '999 Patent.

23 87. P&G has suffered and continues to suffer irreparable harm with no
24 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
25 employees, attorneys, representatives, and all others acting on their behalf from
26 directly infringing, inducing infringement, and/or contributing to infringement of
27 the '999 Patent.

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1 88. The balance of hardships favors an injunction, and such injunction
2 would not disserve the public interest.

3 89. Dr. Squatch's infringement has been and continues to be deliberate,
4 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
5 § 284.

6 90. Dr. Squatch's infringement has been and continue to be deliberate,
7 willful, and unlicensed, permitting P&G to seek attorneys' fees and costs under 35
8 U.S.C. § 285.

9 91. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
10 induces infringement of, and contributes to infringement of each and every limitation
11 of at least one claim of the '999 Patent by manufacture, use, sale, offer for sale, and/or
12 importation of the Accused Products.

13 92. In the alternative, and upon information and belief, Dr. Squatch is
14 vicariously liable under § 271(a) for direct infringement by exercising control or
15 direction over at least one contract manufacturer pursuant to a principal-agent
16 relationship, a contractual relationship, a joint enterprise, or other like arrangement.

17 93. Upon information and belief, the at least one contract manufacturer acts
18 at the direction, under the control, and for the benefit of Dr. Squatch with respect to
19 the making or use of the Accused Products.

20 94. Upon information and belief, Dr. Squatch has an agreement with at least
21 one contract manufacturer to make the Accused Products, such that the contract
22 manufacturer's making of the Accused Products literally infringes at least one claim
23 of the '999 Patent.

24 95. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
25 induces infringement of, and contributes to infringement of each and every limitation
26 of at least one claim of the '999 Patent by the manufacture, use, sale, offer for sale,
27 and/or importation of the Accused Products.

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COUNT THREE

INFRINGEMENT OF U.S. PATENT NO. 11,497,706

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3 96. P&G realleges, adopts, and incorporates by reference the allegations
4 included in the foregoing paragraphs as if fully set forth herein.

5 97. The '706 Patent is currently in force and presumed valid.

6 98. Dr. Squatch manufactures, uses, offers for sale, sells, markets, and/or
7 distributes the Accused Products.

8 99. Such manufacture, use, sale, offer for sale, and/or importation directly
9 infringes, induces others to infringe, and contributes to the infringement by others of
10 each and every claim of at least one limitation of the '706 Patent under 35 U.S.C. §
11 271(a), (b), and (c) in this Judicial District and elsewhere.

12 100. P&G has been and continues to be damaged by Dr. Squatch's
13 infringement of the '706 Patent.

14 101. P&G has suffered and continues to suffer irreparable harm with no
15 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
16 employees, attorneys, representatives, and all others acting on their behalf from
17 directly infringing, inducing infringement, and/or contributing to infringement of
18 the '706 Patent.

19 102. The balance of hardships favors an injunction, and such injunction
20 would not disserve the public interest.

21 103. Dr. Squatch's infringement of the '706 Patent has been with actual
22 knowledge as of at least November 1, 2022, when P&G informed Dr. Squatch of its
23 infringement by letter to Mr. Jack Haldrup, CEO of Dr. Squatch.

24 104. Dr. Squatch's infringement has been and continues to be deliberate,
25 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
26 § 284.

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1 105. Dr. Squatch's infringement has been and continue to be deliberate,
2 willful, and unlicensed, permitting P&G to seek attorneys' fees and costs under 35
3 U.S.C. § 285.

4 106. In the alternative, and upon information and belief, Dr. Squatch is
5 vicariously liable under § 271(a) for direct infringement by exercising control or
6 direction over at least one contract manufacturer pursuant to a principal-agent
7 relationship, a contractual relationship, a joint enterprise, or other like arrangement.

8 107. Upon information and belief, the at least one contract manufacturer acts
9 at the direction, under the control, and for the benefit of Dr. Squatch with respect to
10 the making or use of the Accused Products.

11 108. Upon information and belief, Dr. Squatch has an agreement with at least
12 one contract manufacturer to make the Accused Products, such that the contract
13 manufacturer's making of the Accused Products literally infringes at least one claim
14 of the '706 Patent.

15 109. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
16 induces infringement of, and contributes to infringement of each and every limitation
17 of at least one claim of the '706 Patent by the manufacture, use, sale, offer for sale,
18 and/or importation of the Accused Products.

19 **COUNT FOUR**

20 **INFRINGEMENT OF U.S. PATENT NO. 10,905,647**

21 110. P&G realleges, adopts, and incorporates by reference the allegations
22 included in the foregoing paragraphs as if fully set forth herein.

23 111. The '647 Patent is currently in force and presumed valid.

24 112. P&G has been and continues to be damaged by Dr. Squatch's
25 infringement of the '647 Patent.

26 113. P&G has suffered and continues to suffer irreparable harm with no
27 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
28 employees, attorneys, representatives, and all others acting on their behalf from

1 directly infringing, inducing infringement, and/or contributing to infringement of
2 the '647 Patent.

3 114. The balance of hardships favors an injunction, and such injunction
4 would not disserve the public interest.

5 115. Dr. Squatch's infringement of the '647 Patent has been with actual
6 knowledge as of at least November 1, 2022, when P&G informed Dr. Squatch of its
7 infringement by letter to Mr. Jack Haldrup, CEO of Dr. Squatch.

8 116. Dr. Squatch's infringement has been and continues to be deliberate,
9 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
10 § 284.

11 117. Dr. Squatch's infringement has been and continue to be deliberate,
12 willful, and unlicensed, permitting P&G to seek attorneys' fees and costs under 35
13 U.S.C. § 285.

14 118. In the alternative, and upon information and belief, Dr. Squatch is
15 vicariously liable under § 271(a) for direct infringement by exercising control or
16 direction over at least one contract manufacturer pursuant to a principal-agent
17 relationship, a contractual relationship, a joint enterprise, or other like arrangement.

18 119. Upon information and belief, the at least one contract manufacturer acts
19 at the direction, under the control, and for the benefit of Dr. Squatch with respect to
20 the making or use of the Accused Products.

21 120. Upon information and belief, Dr. Squatch has an agreement with at least
22 one contract manufacturer to make the Accused Products, such that the contract
23 manufacturer's making of the Accused Products literally infringes at least one claim
24 of the '647 Patent.

25 121. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
26 induces infringement of, and contributes to infringement of each and every limitation
27 of at least one claim of the '647 Patent by the manufacture, use, sale, offer for sale,
28 and/or importation of the Accused Products.

COUNT FIVE

INFRINGEMENT OF U.S. PATENT NO. 10,966,915

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3 122. P&G realleges, adopts, and incorporates by reference the allegations
4 included in the foregoing paragraphs as if fully set forth herein.

5 123. The USPTO thoroughly examined the '915 Patent. It is currently in
6 force and presumed valid.

7 124. P&G has been and continues to be damaged by Dr. Squatch's
8 infringement of the '915 Patent.

9 125. P&G has suffered and continues to suffer irreparable harm with no
10 adequate remedy at law unless this Court enjoins Dr. Squatch and its agents, servants,
11 employees, attorneys, representatives, and all others acting on their behalf from
12 directly infringing, inducing infringement, and/or contributing to infringement of
13 the '915 Patent.

14 126. The balance of hardships favors an injunction, and such injunction
15 would not disserve the public interest.

16 127. Dr. Squatch's infringement of the '915 Patent has been with actual
17 knowledge as of at least November 1, 2022, when P&G informed Dr. Squatch of its
18 infringement by letter to Mr. Jack Haldrup, CEO of Dr. Squatch.

19 128. Dr. Squatch's infringement has been and continues to be deliberate,
20 willful, and unlicensed, permitting P&G to seek enhanced damages under 35 U.S.C.
21 § 284.

22 129. Dr. Squatch's infringement has been and continue to be deliberate,
23 willful, and unlicensed, permitting P&G to seek attorneys' fees and costs under 35
24 U.S.C. § 285.

25 130. In the alternative, and upon information and belief, Dr. Squatch is
26 vicariously liable under § 271(a) for direct infringement by exercising control or
27 direction over at least one contract manufacturer pursuant to a principal-agent
28 relationship, a contractual relationship, a joint enterprise, or other like arrangement.

1 131. Upon information and belief, the at least one contract manufacturer acts
2 at the direction, under the control, and for the benefit of Dr. Squatch with respect to
3 the making or use of the Accused Products.

4 132. Upon information and belief, Dr. Squatch has an agreement with at least
5 one contract manufacturer to make the Accused Products, such that the contract
6 manufacturer's making of the Accused Products literally infringes at least one claim
7 of the '915 Patent.

8 133. Therefore, P&G seeks a judgment that Dr. Squatch directly infringes,
9 induces infringement of, and contributes to infringement of each and every limitation
10 of at least one claim of the '915 Patent by the manufacture, use, sale, offer for sale,
11 and/or importation of the Accused Products.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, P&G prays for judgment against Dr. Squatch as follows:

14 a. Declaring that Dr. Squatch has infringed each and every limitation of
15 one or more claims of the Asserted Patents, and that the manufacture, use, sale, offer
16 for sale, and/or importation of the Accused Products infringes one or more claims of
17 U.S. Patent Nos. 11,844,752; 11,497,706; 11,540,999; 10,905,647; and 10,966,915.

18 b. For an order permanently enjoining Dr. Squatch, its officers, agents,
19 servants, and employees, and those in active concert or participation with any of the
20 them, from infringing U.S. Patent Nos. 11,844,752; 11,497,706; 11,540,999;
21 10,905,647; and 10,966,915.

22 c. For an accounting of all damages sustained by P&G as a result of Dr.
23 Squatch's infringing activities;

24 d. For actual damages together with prejudgment interest;

25 e. For an order declaring this to be an exceptional case under 35 U.S.C. §
26 285;

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f. For an award of attorney fees and costs incurred in prosecuting this action, together with pre-judgment and post-judgment interest; and

g. For such other and further relief as this Court deems just and proper.

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Dated: June 5, 2024

JONES DAY

By: /s/ Andrea W. Jeffries
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