

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1 VENABLE LLP  
 2 Justin E. Pierce (*pro hac vice* pending)  
 3 jepierce@venable.com  
 4 600 Massachusetts Avenue NW  
 5 Washington, DC 20001  
 6 Telephone: (202) 344-4442  
 7 Facsimile: (202) 344-8300

8 Tamany Vinson Bentz (SBN 258600)  
 9 tjbentz@venable.com  
 10 Matthew J. Busch (SBN 307396)  
 11 mjbusch@venable.com  
 12 2049 Century Park East, Suite 2300  
 13 Los Angeles, CA 90067  
 14 Telephone: (310) 229-9900  
 15 Facsimile: (310) 229-9901

16 Kimberly Culp Cloyd (SBN 238839)  
 17 kculp@venable.com  
 18 505 Montgomery Street, Suite 1400  
 19 San Francisco, CA 94111  
 20 Telephone: (415) 653-3750  
 21 Facsimile: (415) 653-3755

22 Attorneys for Plaintiff PUMA SE

23 **UNITED STATES DISTRICT COURT**  
 24 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

25 PUMA SE, a German company,  
 26  
 27 Plaintiff,  
 28  
 v.  
 FOREVER 21, INC., a Delaware  
 corporation,  
 Defendant.

CASE NO.  
**COMPLAINT FOR:**  
**(1) DESIGN PATENT**  
**INFRINGEMENT (35 U.S.C. § 271)**  
**(2) FEDERAL TRADE DRESS**  
**INFRINGEMENT (15 U.S.C. §**  
**1125(a))**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**(3) COPYRIGHT INFRINGEMENT  
(17 U.S.C. § 501)**

**(4) FEDERAL UNFAIR  
COMPETITION AND FALSE  
DESIGNATION OF ORIGIN (15  
U.S.C. § 1125(a))**

**(5) STATE UNFAIR  
COMPETITION (CAL. BUS. &  
PROF. CODE § 17200)**

**DEMAND FOR JURY TRIAL**

Plaintiff Puma SE (“Puma”), for its Complaint against Defendant Forever 21, Inc. (“Defendant” or “Forever 21”), alleges the following:

**THE PARTIES**

1. Puma is a German company with its principal place of business located at PUMA Way 1, 91074 Herzogenaurach, Germany.

2. Upon information and belief, Defendant Forever 21 is a Delaware corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 3880 N. Mission Road, Room 3030, Los Angeles, California 90031.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over the claims in this action that relate to patent infringement, copyright infringement, trade dress infringement, and unfair competition pursuant to 28 U.S.C. §§ 1331 and 1338, as this is an action arising under the laws of the United States. This Court has subject matter jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367, as those claims are so related to Plaintiff’s federal claims that they form part of the same case or controversy as the federal claims herein.

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1           4.       Venue is proper in this district pursuant to 28 U.S.C § 1391(b)(1), as  
2 Defendant resides in the Central District of California (as specified in 28 U.S.C. §  
3 1391(c)), and 28 U.S.C. § 1391(b)(2), because a substantial part of the events that  
4 give rise to this action occurred in this judicial district.

5           5.       This Court has personal jurisdiction over Defendant because, among  
6 other things, Defendant is doing business in the State of California and its principal  
7 places of business is in this judicial district. Indeed, Defendant purposefully  
8 directs and conduct business in California and the acts of infringement complained  
9 of in this action took place in the State of California.

10                                   **FACTS IN SUPPORT OF PLAINTIFF’S CLAIMS**

11           6.       Since December of 2014, world-renowned music artist, Rihanna, has  
12 acted as the Women’s Creative Director for Puma clothing and footwear. In this  
13 capacity, Rihanna has served as brand ambassador for Puma’s “Fenty” label. The  
14 Fenty products are luxury products and, therefore, Puma keeps the volumes small  
15 and limits the sales to create desirability not only for the Fenty products but for the  
16 Puma brand as well.

17           7.       As part of this footwear line, Puma developed and launched the Puma  
18 by Rihanna ‘Creeper’ Sneaker (herein, the “Creeper”) in 2015. The overall design  
19 of the shoe, including suede uppers, and a thick rubber outer sole consisting of  
20 ridged tooling and grainy texture renders the “Creeper” visually distinguishable  
21 from other footwear on the market.

22           8.       Since its launch, the distinctive Creeper has achieved immense  
23 popularity and acclaim, and routinely sells out within minutes of the launch of each  
24 new version due to overwhelming demand.

25           9.       Following the success of the “Creeper,” Puma launched the “Fur  
26 Slide” sandal in April 2016. The “Fur Slide” is a slip-on shoe which features a  
27 plush fur side strap with a satin foam backing. The “Fur Slide” was followed by  
28

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1 the release of the “Bow Slide” earlier this month, in March 2017. The “Bow  
2 Slide” is also a slip-on shoe which incorporates a casually knotted satin bow atop  
3 the side strap in addition to satin foam backing.

4 10. Puma’s “Creeper” sneaker and “Fur Slide” and “Bow Slide” sandals  
5 (collectively, the “Fenty Shoes”) have enjoyed substantial and noteworthy success,  
6 and are currently being sold in both brick-and-mortar stores and online retailers  
7 such as Neiman Marcus, Nordstrom’s, Urban Outfitters, and Bloomingdales,  
8 among others.

9 11. The Fenty Shoes have received numerous accolades over the years  
10 including the Fenty “Creeper” being referred to as “the Most Desirable Shoe of  
11 2016” by Footwear News. The Fenty Shoes have also received substantial  
12 unsolicited media attention including in such publications as Vanity Fair, W  
13 Magazine, Allure, Vogue, and Harper’s Bazaar.

14 12. The demand for the Fenty Shoes is so great that the Puma website has  
15 been overwhelmed with traffic on days that the shoes launch and, in fact, crashed  
16 the day the “Fur Slide” was first offered for sale. Likewise, the “Creeper” shoes  
17 sell out within minutes of being posted online.

18 13. Puma’s Fenty Shoes are protected by various intellectual property  
19 rights owned by Puma. Puma has a prolific international enforcement program to  
20 protect its intellectual property in the Fenty Shoes. Recently, Puma obtained an  
21 injunction against a retailer, Top Shop, in Germany preventing it from selling  
22 knock-offs of the Fenty Shoes.

23 14. Seeking to trade on the substantial goodwill of Puma, Rihanna, and  
24 the Fenty Shoes, Defendant has blatantly copied (or “knocked-off”) each of these  
25 shoes. Indeed, although the Bow Slide was only released *this month*, Defendant is  
26 already offering copies of it on its website. Puma only offers the Bow Slide in two  
27 colors and Defendant’s copying is so precise that it also only offers the same two  
28

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1 colors of its own knock-off bow slide. One style weblog posted an article titled  
2 “Retailers Knock Off Fenty Puma Shoes?!” and explained that “[t]he shoes haven’t  
3 been out a full month and already quite a few retailers have copied the Fenty Puma  
4 design. The most recent to have created a replica is Forever 21.” This same editor  
5 noted that Defendant’s shoe is even “in the exact same shade of pink as the Fenty  
6 Puma bow slide.” (Incidentally, it is also in the exact same shade of olive green,  
7 the only other color in which Puma and Defendant offer the shoe.)

8 15. The Defendant’s business model is based on trading-off of the  
9 established goodwill of reputable, name-brand companies, such as Puma.  
10 According to Defendant’s website, it is “the 5<sup>th</sup> largest specialty retailer in the  
11 United States.” On information and belief, one copyright expert has previously  
12 opined that “Forever 21 is the one who treats liability as a cost of doing business”  
13 and that “[i]llegal copying has been incorporated into their business model.” An  
14 August 29, 2016 article from “The Fashion Law” notes that Defendant had been  
15 sued for more than 100 copyright lawsuits and is “one of the fashion industry’s  
16 most notorious copycats.” Indeed, Magistrate Dolinger, of the Southern District of  
17 New York, noted in an order “the extraordinary litigating history of [Forever 21],  
18 which raises the most serious question as to whether it is a business that is  
19 predicated in large measure on the systematic infringement of competitors’  
20 intellectual property.”



21 16. Courts in this district have also enjoined Defendant from using others’  
22 intellectual property.

23 **A. Puma’s “Creeper” Design Patent**

24 17. Puma’s “Creeper” is the subject of U.S. Patent No. D774,288 (the  
25 “‘288 Patent”). A true and correct copy of the ‘288 Patent is attached hereto and  
26 incorporated herein as Exhibit A.

27 18. The Defendant’s Yoki Faux Suede Platform Sneakers (“Yoki  
28

Sneakers”) bear a substantial degree of similarity to the “Creeper” such that an ordinary observer would be deceived by the resemblance of Puma’s and Defendant’s shoe designs. Below is a comparison of Puma’s design from FIG. 4 of its ‘288 Patent and Defendant’s Yoki Sneakers.

Plaintiff’s Design (FIG 4, ‘288 Patent)	Defendant’s “Yoki Sneakers”
 <p style="text-align: center;">FIG. 4</p>	

**B. Puma’s Fenty Trade Dress**

19. The Fenty Shoes all include protectable trade dress. Puma has invested a substantial amount of time, money, and other resources in establishing the “Creeper”, “Fur Slide”, and “Bow Slide” trade dresses (collectively, the “Fenty Trade Dress”) in the minds of consumers as a source of high quality, stylish, footwear. Puma chose to partner with Rihanna, a public figure who is held in high regard as a fashion icon, in promoting the Fenty Trade Dress. Rihanna is herself a brand ambassador for the Fenty Shoes. Indeed, the Fenty Shoes routinely sell out within minutes of being posted on Puma’s online store.

20. As a result of Puma’s substantial use and promotion of the Fenty Trade Dress in connection with footwear, the Fenty Trade Dress has acquired great value as a specific identifier of Puma’s products and serves to distinguish Puma’s products from those of others. Customers in this Judicial District and elsewhere readily recognize the Fenty Trade Dress as distinctive designations of origin of Puma’s products. The Fenty Trade Dress is of great value as a symbol of Puma’s

**VENABLE LLP**  
 2049 CENTURY PARK EAST, SUITE 2300  
 LOS ANGELES, CA 90067  
 310-229-9900

VENABLE LLP  
 2049 CENTURY PARK EAST, SUITE 2300  
 LOS ANGELES, CA 90067  
 310-229-9900

1 quality products and goodwill.

2 21. In an attempt to ride the coattails of Puma’s substantial investment in  
 3 and success with the Fenty Shoes, Defendant is using the Fenty Trade Dress to  
 4 offer for sale, distribute, market, and/or sell competing shoes that are confusingly  
 5 similar to the Fenty Shoes. As reflected in side-by-side comparisons, Defendant’s  
 6 infringing shoes are confusingly similar to the Fenty Trade Dress.

7 22. The “Creeper” trade dress includes, at least, a lace-up sneaker with  
 8 suede uppers, a thick rubber outer sole consisting of ridged vertical tooling and  
 9 grainy texture with a rubber ridge encircling the entire shoe immediately above the  
 10 vertical ridged tooling, and a deep “C”-shaped bowl for the foot to slide into.

11 23. As illustrated below, Defendant clearly reproduces the “Creeper”  
 12 trade dress. Defendant’s “Yoki” is similarly a lace-up sneaker with suede uppers, a  
 13 thick rubber outer sole consisting of ridged vertical tooling and grainy texture with  
 14 a rubber ridge encircling the entire shoe immediately above the vertical ridged  
 15 tooling, and a deep “C”-shaped bowl for the foot to slide into.

Puma’s “Creeper”	Defendant’s “Yoki”
	

24. The “Fur Slide” trade dress consists of, at least, a thick sandal base  
 with a wide plush fur strap extending to the base of the sandal, and a satin foam  
 backing, and shares the deep bowl for the foot (albeit in a sandal).



1 25. As illustrated below, Defendant clearly reproduces the “Fur Slide”  
 2 trade dress. Defendant’s “Fur Slide” similarly comprises a thick sandal base with a  
 3 wide plush fur strap extending to the base of the sandal, and shares the deep bowl  
 4 for the foot with Puma’s “Fur Slide.”

Puma’s “Fur Slide”	Defendant’s “Fur Slide”
	

13  
 14 26. The “Bow Slide” trade dress consists of, at least, a thick sandal base  
 15 decorated by a wide, casually knotted satin bow with pointed endings atop the side  
 16 strap in addition to satin foam backing, and the same deep bowl for the foot. As  
 17 with the “Fur Slide” the material covering the strap of the “Bow Slide”—in this  
 18 case satin—extends to the sandal’s base. The “Bow Slide” trade dress also  
 19 includes “olive branch” and “silver pink” color options.

20 27. As illustrated below, Defendant clearly reproduces the “Bow Slide”  
 21 trade dress. Defendant’s “Bow Slide” similarly comprises a thick sandal base with  
 22 a wide fabric strap extending to the base of the sandal, and shares the deep bowl  
 23 for the foot with Puma’s “Bow Slide.” Even more troubling, is Defendant’s  
 24 wholesale copying of Puma’s casually knotted fabric bow with pointed endings  
 25 and Defendant’s use of a color scheme identical to Puma’s trade dress.  
 26 Defendant’s knock-off is so identical to Puma’s Bow Slide that Defendant was  
 27 called out on social media almost immediately after the knock-off slides hit the  
 28

VENABLE LLP  
 2049 CENTURY PARK EAST, SUITE 2300  
 LOS ANGELES, CA 90067  
 310-229-9900



1 market.

Puma's "Bow Slide"	Defendant's "Bow Slide"
	
	

28. At all times, Puma offered for sale its Fenty shoes featuring the Fenty Trade Dress before Defendant's infringing designs were offered for sale.

29. Puma is informed and believes, and on that basis alleges, that Defendant's unauthorized use of the infringing marks is intended to trade upon the goodwill and substantial recognition associated with Puma and the Fenty Trade Dress.

30. Puma is informed and believes, and on that basis alleges, that Defendant is using the infringing trade dress in an attempt to associate its shoes with Puma, Rihanna, and the Fenty Trade Dress, to cause mistake or deception as to the source of Defendant's shoes and/or to otherwise trade upon Puma's valuable reputation and customer goodwill in its trade dress.

31. By virtue of the acts complained of herein, Defendant has created a likelihood of injury to Puma and its business reputation, caused a strong likelihood

VENABLE LLP  
 2049 CENTURY PARK EAST, SUITE 2300  
 LOS ANGELES, CA 90067  
 310-229-9900

1 of consumer confusion, mistake, and deception as to the source of or origin or  
2 relationship of Puma’s and Defendant’s goods, has caused actual confusion, and  
3 has otherwise competed unfairly with Puma by unlawfully trading on and using the  
4 Fenty Trade Dress without Puma’s permission or consent.

5 **C. Puma’s Fenty Copyrights**

6 32. The Fenty Shoes are also themselves creative works of art whose core  
7 aesthetic reflects a creative combination of elements by the designer (the “Fenty  
8 Copyrights”).

9 33. The Fenty Copyrights (1) can be perceived as a two- or three-  
10 dimensional works of art separate from the Fenty Shoes and (2) would qualify as  
11 protectable pictorial, graphic, or sculptural works—either on their own or fixed in  
12 some other tangible medium of expression. *See Star Athletica, L.L.C. v. Varsity*  
13 *Brands, Inc.*, No. 15-866, 2017 WL 1066261 (U.S. Mar. 22, 2017).

14 34. Currently, and at all relevant times, Puma has been the proprietor of  
15 all rights, title, and interest in and to the Fenty Copyrights.

16 35. Defendant, at all relevant times, had access to the Fenty Copyrights  
17 due to their immense popularity and widespread public acclaim. Indeed, access  
18 can be inferred from the Fenty Shoes’ inclusion in high end fashion magazines  
19 including Vanity Fair, Vogue, and Harper’s Bazaar, and prominent coverage of the  
20 Fenty line during Paris Fashion Week.

21 36. A side-by-side comparison of the Fenty Shoes with Defendant’s  
22 infringing footwear reveals that Defendant slavishly copied the protectable  
23 elements of the Fenty Copyrights.

24 37. The copyrighted elements of the “Creeper” include the ridged vertical  
25 tooling and grainy texture encompassing the thick rubber outer sole. As illustrated  
26 below, Defendant clearly copies these separable artistic elements of Puma’s  
27 “Creeper.” The “Yoki” entirely appropriates the ridged vertical tooling and grainy  
28

1 texture of Puma’s “Creeper.”

2

3

Puma’s “Creeper”	Defendant’s “Yoki”
<p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> 	

9

10

11

12 38. The copyrighted elements of Puma’s “Fur Slide” include a wide plush

13 fur strap extending to the base of the sandal. As illustrated below, Defendant

14 clearly copies these separable artistic elements of Puma’s “Fur Slide.”

15 Defendant’s knock-off fur slide entirely appropriates the wide plush fur strap

16 extending to the base of the sandal incorporated in Puma’s “Fur Slide.”

17

Puma’s “Fur Slide”	Defendant’s “Fur Slide”
<p>18</p> <p>19</p> <p>20</p> <p>21</p> 	

22

23

24





25 39. The copyrighted elements of Puma’s “Bow Slide” include a casually

26 knotted satin bow with pointed endings atop a satin-lined side strap that extends to

27 the base of the sandal. The Puma “Bow Slide” copyright also includes “olive

28

1 branch” and “silver pink” color options, which are the only two colors that  
 2 Defendant offers its customers (albeit with only slightly different names for the  
 3 colors). As illustrated below, Defendant clearly copies these several separable  
 4 artistic elements of Puma’s “Bow Slide.” Defendant’s knock-off “Bow Slide”  
 5 entirely appropriates the casually knotted fabric bow with pointed endings atop a  
 6 lined side strap that extends to the base of the sandal.

Puma’s “Bow Slide”	Defendant’s “Bow Slide”
	
	

18  
 19 40. Defendant’s use of strikingly similar shoes has not gone unnoticed.  
 20 The media and consumers alike have commented on the substantial similarities  
 21 between Puma’s Fenty Copyrights and Defendant’s shoe designs. *See Exhibit B.*

22 41. Puma filed applications for copyright registration (Application Nos.  
 23 1-4761700988; 1-4762060275; and 1-4749915241) with the United States  
 24 Copyright Office for the Fenty Copyrights.

25 42. Puma is informed and believes, and on that basis alleges, that  
 26 Defendant’s acts complained of herein are willful and deliberate.

27 43. Defendant’s acts complained of herein have caused Puma to suffer  
 28

VENABLE LLP  
 2049 CENTURY PARK EAST, SUITE 2300  
 LOS ANGELES, CA 90067  
 310-229-9900

1 irreparable injury to its business. Puma will suffer substantial loss of goodwill and  
2 reputation unless and until Defendant is preliminarily and permanently enjoined  
3 from its wrongful actions complained of herein.

4 **FIRST CLAIM FOR RELIEF**

5 **(Design Patent Infringement, 35 U.S.C. § 271)**

6 44. Puma incorporates and references the allegations asserted in each of  
7 the preceding paragraphs, as if fully set forth herein.

8 45. On December 20, 2016, the U.S. Patent and Trademark Office duly  
9 and legally issued the ‘288 Patent to inventor Ricard Pina. Mr. Pina assigned all of  
10 his rights, title and interest to Puma.

11 46. The ‘288 Patent is presumed valid pursuant to 35 U.S.C. § 282.

12 47. Defendant, through its agents, employees, and servants, has, and  
13 continues to, knowingly, intentionally, and willfully directly infringe, engage in  
14 acts of contributory infringement, and/or induce the infringement of the ‘288  
15 Patent, by directly and/or indirectly making, using, selling, offering for sale, and/or  
16 importing shoes having a design that is substantially similar to the ‘288 Patent,  
17 including for example, Defendant’s “Yoki Sneakers.”

18 48. Defendant’s acts of infringement of the ‘288 Patent were undertaken  
19 without permission or license from Puma. Defendant has actual and/or  
20 constructive knowledge of the ‘288 Patent, and its actions constitute willful and  
21 intentional infringement the ‘288 Patent. Defendant infringed the ‘288 Patent with  
22 reckless disregard of Puma’s patent rights. Defendant knew, or it was so obvious  
23 that Defendant should have known, that its actions constituted infringement of the  
24 ‘288 Patent.

25 49. As a direct and proximate result of Defendant’s patent infringement,  
26 Defendant has derived and received gains, profits, and advantages in an amount  
27 that has not been confirmed.

28





1 known, that its adoption, commencement of use in commerce and continuing use  
2 of the Fenty Trade Dress in connection with its shoe designs would cause  
3 confusion, mistake, or deception among purchaser, users and the public.

4 60. Upon information and belief, Defendant knew of Puma's prior use of  
5 the Fenty Trade Dress, and by adopting, commencing to use, and continuing to use  
6 the Fenty Trade Dress, Defendant intended to and did induce and intends to and  
7 will induce consumers to purchase its shoes by trading off the extensive goodwill  
8 built up by Puma in its Fenty Trade Dress.

9 61. Upon information and belief, the foregoing conduct by Defendant has  
10 been knowing, deliberate, willful, intended to cause confusion, or to cause mistake  
11 or to deceive, in disregard of Puma's rights.

12 62. Defendant's wrongful conduct, as averred above, has permitted and  
13 will permit it to make substantial sales and profits on the strength of Puma's  
14 nationwide marketing, advertising, sales and consumer recognition. Puma seeks an  
15 accounting of Defendant's profits, and requests that the Court grant Puma three  
16 times that amount in the Court's discretion.

17 63. As a direct and proximate result of Defendant's wrongful conduct, as  
18 averred above, Puma has been and will be deprived of substantial sales of its Fenty  
19 Shoes in an amount as yet unknown but to be determined at trial, and has been and  
20 will be deprived of the value of its Fenty Trade Dress as a commercial asset, in an  
21 amount as yet unknown but to be determined at trial. Puma seeks its actual  
22 damages, and requests that the Court grant Puma three times the amount of its  
23 actual damages at the Court's discretion.

24 64. Puma has no adequate remedy at law for Defendant's continuing  
25 violations of its rights as set forth above. Puma seeks preliminary and permanent  
26 injunctive relief.

27  
28



**THIRD CLAIM FOR RELIEF**

**Copyright Infringement (17 U.S.C. § 501)**

65. Puma incorporates and references the allegations asserted in each of the preceding paragraphs, as if fully set forth herein.

66. Defendant has infringed Puma’s Fenty Copyrights in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.* by copying copyrighted shoe designs owned by Puma without a license or permission.

67. Puma’s Fenty Copyrights (1) can be perceived as a two- or three-dimensional works of art separate from the Fenty Shoes and (2) would qualify as protectable pictorial, graphic, or sculptural works—either on their own or fixed in some other tangible medium of expression. *See Star Athletica, L.L.C. v. Varsity Brands, Inc.*, No. 15-866, 2017 WL 1066261 (U.S. Mar. 22, 2017).

68. Upon information and belief, Defendant’s acts of infringement are willful, intentional, continuous, and purposeful, in disregard of and with indifference to Puma’s rights.

69. As a direct and proximate result of said infringement by Defendant, Puma is entitled to damages in an amount to be proven at trial.

70. Puma is also entitled to Defendant’s profits attributable to the infringement, pursuant to 17 U.S.C. § 504 and otherwise according to law. Defendant’s unjust gains and profits are ongoing as the infringement continues.

71. Puma is also entitled to its costs and fees pursuant to 17 U.S.C. § 505 and otherwise according to law.

72. Puma is entitled to injunctive relief and redress for Defendant’s use and exploitation of shoe designs for its own financial benefit in disregard of Puma’s rights. Defendant’s conduct is causing and, unless immediately enjoined, will continue to cause enormous and irreparable harm to Puma.

73. As a direct and proximate result of the foregoing acts and conduct,

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Puma has sustained and will continue to sustain substantial, immediate, and  
2 irreparable injury, for which there is no adequate remedy at law. Puma is informed  
3 and believes, and on that basis avers, that unless enjoined and restrained by this  
4 Court, Defendant will continue to infringe Puma’s rights in the Fenty Copyrights.  
5 Puma is entitled to preliminary and permanent injunctive relief to restrain and  
6 enjoin Defendant’s continuing infringing conduct.

7 **FOURTH CLAIM FOR RELIEF**

8 **Federal False Designation of Origin and Unfair Competition, (15 U.S.C. §**  
9 **1125(a))**

10 74. Puma incorporates and references the allegations asserted in each of  
11 the preceding paragraphs, as if fully set forth herein.

12 75. Defendant’s actions as alleged herein constitute use in commerce of  
13 certain false designations of origin in connection with the sale and advertising of  
14 unauthorized goods. This conduct creates a likelihood of confusion, mistake, or  
15 deception as to the affiliation, connection, or association of Defendant with Puma,  
16 or as to the origin, sponsorship, or approval of Defendant’s products by Puma.  
17 Defendant’s conduct is likely to induce consumers to believe, contrary to fact, that  
18 Defendant’s’ shoes featuring the infringing designs and trademarks are sponsored,  
19 endorsed, approved by, or connected with Puma.

20 76. Defendant’s conduct is without Puma’s permission or authority.  
21 Upon information and belief, Defendant had actual knowledge of Puma’s prior and  
22 senior rights in its designs and trademarks. As a result, Defendant has committed  
23 its infringement with knowledge of Puma’s rights. Thus, Defendant has willfully,  
24 deliberately, and maliciously engaged in the described acts with an intent to injure  
25 Puma and to deceive the public.

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

26  
27  
28

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIFTH CLAIM FOR RELIEF**

**State Unfair Competition, (Cal. Bus. & Prof. Code §17200)**

77. Puma incorporates and references the allegations asserted in each of the preceding paragraphs, as if fully set forth herein.

78. Defendant’s conduct alleged herein constitutes willful and deliberate unfair competition in wanton disregard of Puma’s valuable intellectual property rights. Upon information and belief, Defendant has profited from its unfair acts.

79. Defendant’s conduct has directly and proximately caused and will continue to cause Puma substantial and irreparable injury, including customer confusion, injury to its reputation, and diminution in value of its intellectual property, and unless restrained, will continue to seriously and irreparably impair further the value of the Puma marks and design, for which there is no adequate remedy at law.

80. In light of the foregoing, Puma is entitled to an injunction under Cal. Bus. & Prof. Code §§ 17200 et seq. restraining Defendant from engaging in further such unlawful conduct, as well as restitution of those amounts unlawfully obtained by Defendant through its wrongful conduct.

**PRAYER FOR RELIEF**

WHEREFORE, Puma prays for judgment against Defendant as follows:

1. For an order and judgment that Defendant has willfully infringed the ‘288 Patent under 35 U.S.C. § 271;
2. For an order and judgment that Defendant has infringed Puma’s Fenty Copyrights, and acted willfully when infringing Plaintiff’s Copyright;
3. For an order and judgment that Defendant has infringed Puma’s Fenty Trade Dress in violation of Puma’s rights under 15 U.S.C. § 1125(a);
4. For an order and judgment that Defendant has unfairly competed with Puma in violation of Puma’s rights under 15 U.S.C. § 1125(a), common law,

1 and/or California law;

2 5. For a preliminary and permanent injunction enjoining and restraining  
3 Defendant, and its agents, affiliates, employees, and all persons in active concert or  
4 participation with it, from:

5 a. Producing, selling, offering for sale, distributing, advertising,  
6 providing, or promoting any goods not authorized by Puma featuring the infringing  
7 designs, or under any other designation that so resembles Puma's shoes designs as  
8 to be likely to cause confusion, mistake, or deception;

9 b. Using any word, term, symbol, or any combination thereof, or  
10 any false designation of origin, false or misleading description of fact, which in  
11 commercial advertising or promotion misrepresents the nature, characteristics,  
12 qualities, sponsorship or affiliation of Defendant's goods or services; and

13 c. Infringing in any manner, Plaintiff's Fenty Copyrights (whether  
14 now in existence or hereafter created);

15 6. For an order requiring Defendant to file with this Court and serve  
16 upon Puma within fifteen (15) days after issuance of any injunction, a report in  
17 writing under oath setting forth in detail the manner and form in which Defendant  
18 has complied with the injunction;

19 7. For an order requiring Defendant to account to Puma for any and all  
20 profits derived by Defendant from the use of the infringing designs, or any  
21 designation or trademark confusingly similar to Puma's designs and Marks, and for  
22 all damages sustained by Puma by reason of Defendant's acts of infringement,  
23 false designation of origin, unfair competition, and injury to business reputation  
24 complained of in this Complaint, and that such amounts be held in constructive  
25 trust for Puma;

26 8. That the Court award Puma:  
27  
28

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900

- 1 a. All profits derived by Defendant’s wrongful acts complained of
- 2 herein;
- 3 b. All damages, including statutory damages, sustained by reason
- 4 of the wrongful acts complained of herein;
- 5 c. Treble the amount of actual damages suffered by Puma under
- 6 15 U.S.C. § 1117;
- 7 d. Treble damages for the violation of Puma’s patent right under
- 8 35 U.S.C. § 284;
- 9 e. Restitution for Defendant’s unfair business practices pursuant
- 10 to Cal. Bus. & Prof. Code §§ 17200 et seq.;
- 11 f. Damages for Defendant’s violation of 15 U.S.C. § 1125(a) and
- 12 treble damages for willful violation of same;
- 13 g. Its costs incurred in this action;
- 14 h. Its reasonable attorneys’ fees pursuant to 15 U.S.C. § 1117(a),
- 15 35 U.S.C. § 285, and 17 U.S.C. § 505; and
- 16 i. Pre-judgment and post-judgment interest;
- 17 9. Such other and further relief as this Court deems just and proper.

20 Dated: March 31, 2017

VENABLE LLP

21 By: /s/ Tamany Vinson Bentz

22 Justin E. Pierce (*pro hac vice*

23 pending)

24 Tamany Vinson Bentz

25 Kimberly Culp Cloyd

26 Matthew J. Busch

27 Attorneys for Plaintiff

28 Puma SE

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff Puma SE hereby demands a trial by jury for all issues to which it is  
3 so entitled.

4  
5 Dated: March 31, 2017

VENABLE LLP

6  
7 By: /s/ Tamany Vinson Bentz  
8 Justin E. Pierce (*pro hac vice*  
9 pending)  
10 Tamany Vinson Bentz  
11 Kimberly Culp Cloyd  
12 Matthew J. Busch  
13 Attorneys for Plaintiff  
14 Puma SE  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

VENABLE LLP  
2049 CENTURY PARK EAST, SUITE 2300  
LOS ANGELES, CA 90067  
310-229-9900