

FILED

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA 2018 JUL 27 PM 3:00

DOGLEG RIGHT CORPORATION,
a Texas Company,

Plaintiff,

v.

SIK SPORTS, LLC d/b/a,
SIK GOLF, a Florida Limited
Liability Company,

Defendant.

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

CASE NO.: 6:18-cv-1236-ORL
41-DCI

JURY TRIAL DEMANDED

COMPLAINT FOR WILLFUL PATENT INFRINGEMENT

Plaintiff, DOGLEG RIGHT CORPORATION (hereinafter “DOGLEG RC”), a Texas company, by and through the undersigned counsel, hereby files this Complaint for Willful Patent Infringement against Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company (hereinafter “SIK”), and, in doing so, states as follows:

JURISDICTION, PARTIES AND VENUE

1. DOGLEG RC is a Texas company, with its principle places of business located in McKinney, Texas.
2. SIK is a Florida company, and, based on representations by SIK in a recent state court filing, SIK maintains its principle place of business in this judicial district in Winter Garden, Florida, and is otherwise *sui juris*.

3. The claims asserted herein arise under the Patent Act of the United States, 35 U.S.C. § 101 *et seq.* Federal Courts in this judicial district have subject matter jurisdiction under 28 U.S.C. § 1331 of the federal claims asserted.

4. This action arises, *in part*, as a result of the infringing conduct of SIK, which implicates interstate commerce.

5. Venue is proper in the federal courts in the Middle District of Florida pursuant to Title 28, United States Code, Section 1391(b) and (c) as SIK “resides” in said judicial district, as the term “reside” is interpreted under Chapter 87, United States Code, and because a substantial part of the events giving rise to the infringement claims at issue occurred within this judicial district.

6. Venue is also appropriate pursuant to Title 28, United States Code, Section 1400(b), which provides, in part, that “[a]ny civil action for patent infringement may be brought in the judicial district where the defendant resides”.

7. All conditions precedent have been met, waived, or satisfied to bring this lawsuit.

GENERAL ALLEGATIONS

8. DOGLEG RC, together with its related company, Dogleg Right Partners, LP (collectively “DOGLEG”), is an established and well known company in the golfing industry, and manufactures state of the art golf products for its customers.

9. DOGLEG, through the inventive efforts of its co-founder, David P. Billings, has held sixteen patents issued by the United States Patent and Trademark Office, twelve of which relate to unique golf club adjustability features.

10. The patents presently held by Co-Counter-Plaintiff DOGLEG RIGHT CORPORATION (hereinafter "DOGLEG RC") that are relevant to this litigation include United States Patent Nos. 7,828,672; 8,177,662; 8,382,604; 8,616,991; and 9,149,694 (collectively referred to as the "DOGLEG RC Patents"). The aforesaid patents are attached hereto as **Exhibits A, B, C, D and E**, respectively.

11. DOGLEG RC licenses the rights to the aforesaid patents to various entities, and has done so for many years.

12. DOGLEG, principally through Mr. Billings, also offers consulting services throughout the industry to various companies engaged in the sale of golf equipment, and also provides Research and Development assistance to such companies.

13. In and around mid-May 2017, while attending the 2017 HP Byron Nelson Golfing Championship, Mr. Billings met Stephen Harrison, who is known to be the president of SIK.

14. Upon meeting Mr. Billings, SIK asked DOGLEG to provide it with DOGLEG's consulting expertise to help SIK gain a foothold in the custom putter market and to provide SIK with technical expertise needed to succeed in the industry.

15. In furtherance of this request, DOGLEG and SIK executed a Letter of Intent on July 26, 2017, outlining the parties' desires and intent of their relationship.

16. One such aspect of the parties' intended relationship was for DOGLEG, through Mr. Billings, to provide SIK with expert consultation concerning the design of custom putters.

17. The July 26, 2017 Letter of Intent also contemplated incorporating the technology that is the subject of the DOGLEG RC Patents into SIK products for mutual gain and benefit, which would be governed by a license agreement.

18. Throughout every stage of the parties' relationship, DOGLEG clearly and unequivocally advised and offered SIK its consulting services in exchange for payment of \$200 per hour for consulting services, plus reimbursement of out-of-pocket expenses (such as for meal and travel related expenses), and, where appropriate, a license fee for use of any of the technology contained within any of the DOGLEG RC Patents. SIK accepted such terms, and even paid DOGLEG a deposit to engage DOGLEG in such capacity.

19. DOGLEG was also requested to manufacture 500 SIK Gold Pro-C putter heads, and a deposit was made by SIK in connection with this request.

20. DOGLEG accepted such request, but SIK soon thereafter began to change the original contract requirements as to how the putter heads should be constructed and finished.

21. As such, DOGLEG revised and altered its manufacturing efforts, and requested that SIK pay DOGLEG for the added costs of the after-the-fact changes requested by SIK.

22. SIK, however, to date has failed and refused to pay for the added costs of the manufacturing job performed by DOGLEG at SIK's request.

23. Upon information and belief, SIK never intended to pay the originally agreed upon price for the 500 SIK Gold Pro-C putter heads, and, instead, always intended to change the order requirements midstream on DOGLEG with the intent to not pay DOGLEG for the more expensive requirements added to the order.

24. Through information and belief, however, it is also believed that SIK always intended to retain the benefit of DOGLEG's services, without fair and full payment to DOGLEG.

25. In similar fashion, SIK also consistently engaged DOGLEG to provide it with DOGLEG's expert knowledge in the custom putter industry.

26. Such services included, but were not limited to, providing consulting services on the style and design of a putter, and in designing and building CAD CAM files for use by SIK.

27. Some of the design consultation work performed by DOGLEG on SIK's behalf (and at SIK's request) incorporated the technology of the DOGLEG RC Patents.

28. Without basis, however, SIK has refused to fully compensate DOGLEG for the expert consulting services performed on SIK's behalf.

29. Instead, SIK has unjustly retained the benefits of the services performed and expert analysis and information conveyed by DOGLEG to SIK during the course of the parties' relationship.

30. Worse, DOGLEG has recently uncovered that SIK is engaged in, at least, the making of golf putters that infringe on one or more claims of the DOGLEG RC Patents.

31. For example, DOGLEG has obtained photographs and brochures (some publicly available on SIK's Instagram page, available at <https://www.instagram.com/p/Bj0grsdghxy/?taken-by=sikputters> and at https://cdn.shopify.com/s/files/1/0205/6246/files/2018_Brochure_revB.pdf) of a golf club made by SIK and referred to by SIK as its "BAD1 putter" (hereinafter the "Accused Infringing Technology"). A screenshot image of the Instagram post is attached hereto as **Exhibit F**, and the referenced SIK brochure is attached hereto as **Exhibit G**.

32. The images contained within said **Exhibit F** and **Exhibit G** show the Accused Infringing Technology as being formed of a hollow outer shell that has a front face that strikes the ball and an open rear side that accepts a varying number of weights within the hollow shell.

33. A rear cover on the Accused Infringing Technology couples the weight structure with the head and secures it in a recess in the rear of the head opposite the face.

34. The user of the Accused Infringing Technology can select the number and position of the weights and then secures/seals them in with the recessed rear plate/cover.

35. Two threaded machine screws on the Accused Infringing Technology allow the plate/cover to be removed and the weights changed and then the plate/cover can be reattached to the head with the new weight configuration.

36. Furthermore, the Accused Infringing Technology has the additional features of an interchangeable set of modular hosels, such that the shaft alignment configuration can be selected from a series of hosels and interchanged to alter the balance, center of gravity, and center of percussion of the golf club.

37. Based on the foregoing, DOGLEG confirmed that the Accused Infringing Technology manufactured by SIK includes each and every element of at least one (1) claim of each of the DOGLEG RC Patents.

UNITED STATES PATENT NO. 7,828,672
(See Exhibit A)

38. As it relates to claim 1 of United States Patent No. 7,828,672, the Accused Infringing Technology has a head structure that is comprised of a plurality of walls that form a hollow body and has a substantially empty cavity.

39. The front wall of the Accused Infringing Technology forms the striking face which is configured to strike a golf ball.

40. The Accused Infringing Technology has a back plate that completes the shell when installed, and where on its inner side are drilled and tapped threaded ports to accept a plurality of weights in various locations near the back, and/or near the toe or the heel portions of the head, thereby allowing the adjustment of the center of gravity of the golf club head.

41. The Accused Infringing Technology also has at least one weight attached to the inner portion of the weight member/back plate cover. It further has a fastener (machine shoulder screw) that fits flush when assembled through one of the dedicated holes in the cover, coupling the cover and the attached weight(s) into the integral step portion within the body. The step portion of the Accused Infringing Technology extends into the inside of the shell to an accessible location in its recess. When the back plate is removed, one can see that the recessed stepped portion extends into an opening into the large empty cavity in the head.

42. The weight member back portion cover plate of the Accused Infringing Technology has an interior portion where a plurality of threaded weights are supported in drilled and tapped ports. The back portion weight portion cover plate also contains a selection of drilled and tapped weight locations, including those near the back of the putter and also near the toe and near the heel.

43. Based on the foregoing attributes of the Accused Infringing Technology, SIK infringes at least claim 1 of United States Patent No. 7,828,672 by, at least, making the Accused Infringing Technology.

UNITED STATES PATENT NO. 8,177,662
(See Exhibit B)

44. As it relates to claim 1 of United States Patent No. 8,177,662, the Accused Infringing Technology has a head structure that features an integral step portion extending inwardly from an exterior surface of the shell that forms an opening into the shell. Its back plate forms a weight member with a curved perimeter (especially at the heel and toe and portions near the sole) and includes at least one hole through the weight member/back plate portion, with a dedicated inner portion and outer portion.

45. At least one weight is attached to the inner portion of the Accused Infringing Technology's weight member/back plate cover and a fastener (machine shoulder screw) fits flush when assembled through the dedicated holes in the cover, coupling the cover and the attached weight(s) into the integral step portion.

46. The back plate cover weight member outer portion of the Accused Infringing Technology covers the weight on the inside portion and nests into the step portion extending into the interior of the putter head shell. The cover is recessed from the outer edges of the shell when fully installed, using fasteners through the holes in the shell.

47. The weight member back portion cover plate of the Accused Infringing Technology nests within the recessed opening and seals off the hollow cavity when it is fully secured by the shoulder screws.

48. Based on the foregoing attributes of the Accused Infringing Technology, SIK infringes at least claim 1 of United States Patent No. 8,177,662 by, at least, making the Accused Infringing Technology.

UNITED STATES PATENT NO. 8,382,604
(See Exhibit C)

49. As it relates to claim 1 of United States Patent No. 8,382,604, the Accused Infringing Technology has multiple discrete interchangeable rear weight portions, including at least 15g and 20g weights. DOGLEG RC has obtained images (*see Exhibits F & G, supra*) of an alternative design back plate/weighted port cover portion that has numerous threaded ports designed to accept additional threaded weight portions.

50. The putter head body is designed and precision milled to accept and retain the various interchangeable rear cover plate weight portions.

51. A modular hosel is coupled to the body of the Accused Infringing Technology with different shaft alignment configurations that can be used to fit different players' specifications and can vary the lie angle, the forward lean angle, offset, proximity to center of head or toe or heel, and therefore toe hang or balance of the golf club head.

52. Multiple discrete interchangeable weight portions are provided on the Accused Infringing Technology, where, when the lighter weight is installed, the center of gravity will be more forward towards the face. When one of the heavier user-interchangeable weight portions is installed, the center of gravity will be more rearward away from the face.

53. Finally, the Accused Infringing Technology is designed to accept Heel-Shafted, Double Bend Face Balanced, and traditional Plumber Neck Modular and S-bend hosel options. Changing the hosels and the weights alters the balance of the Accused Infringing Technology.

54. Based on the foregoing attributes of the Accused Infringing Technology, SIK infringes at least claim 1 of United States Patent No. 8,382,604 by, at least, making the Accused Infringing Technology.

UNITED STATES PATENT NO. 8,616,991
(See Exhibit D)

55. As it relates to claim 1 of United States Patent No. 8,616,991, the Accused Infringing Technology has multiple discrete user-interchangeable weight portions, including at least 15g and 20g weights.

56. DOGLEG RC has obtained images (*see Exhibits F & G, supra*) of an alternative design back plate/weighted port cover portion that has numerous threaded ports designed to accept additional threaded weight portions.

57. Threaded cap screws on the Accused Infringing Technology allow the interchange of weight portions that attach and detach in the dedicated cavity designed to accept and retain the weight portions when assembled.

58. With the first weight portion assembled (assuming 15g) on the Accused Infringing Technology, the head will have a center of gravity positioned closer to the face than the second weight portion (assuming 20g), resulting in a more rearward Center of Gravity.

59. The Accused Infringing Technology also has a body that is designed and precision milled to accept the different weight profile back plate portions.

60. A modular hosel can be coupled to the body of the Accused Infringing Technology with different shaft alignment configurations that can be used to fit different players' specifications.

61. Based on information and belief, different hosels have been manufactured that can vary the lie angle, the forward lean angle, offset, proximity to center of head or toe or heel, and therefore toe hang or balance of the golf club head.

62. A deeper center of gravity is realized when the heavier weight portion back plate is installed on the Accused Infringing Technology, as a greater percentage of the overall weight is moved rearward with the assembly of the heavier weight portion as compared to the lighter weight portion back plate. A second user-interchangeable weight portion is received and retained accessibly and detachably

in the body, presenting a second center of gravity relative to the body to which it is received and retained accessibly and detachably, the second center of gravity being different from the first center of gravity.

63. Finally, the Accused Infringing Technology is designed to accept Heel-Shafted, Double Bend Face Balanced, and traditional Plumber Neck Modular and S-bend hosel options. Changing the hosels and the weights alters the balance of the Accused Infringing Technology.

64. Based on the foregoing attributes of the Accused Infringing Technology, SIK infringes at least claim 1 of United States Patent No. 8,616,991 by, at least, making the Accused Infringing Technology.

UNITED STATES PATENT NO. 9,149,694
(See Exhibit E)

65. As it relates to claim 1 of United States Patent No. 9,149,694, the Accused Infringing Technology has multiple discrete interchangeable rear weight portions, including at least 15g and 20g weights.

66. DOGLEG RC has obtained images (*see Exhibits F & G, supra*) showing an alternative design back plate/weighted port cover portion has numerous threaded ports designed to accept additional threaded weight portions.

67. Threaded cap screws on the Accused Infringing Technology allow the interchange of weight portions that attach and detach in the dedicated cavity which is designed to accept and retain the weight portions when assembled.

68. With the first weight portion assembled (e.g., 15g) on the Accused Infringing Technology, the head will have a center of gravity positioned closer to the face (than heavier portion, weight number 2 [e.g., 20g]), resulting in a more rearward Center of Gravity.

69. The Accused Infringing Technology has milled grooves in its face and a body that is adapted to receive and retain, accessibly and detachably, the first interchangeable weight portion and/or the second interchangeable weight portion.

70. A modular hosel is coupled to the body of the Accused Infringing Technology with different shaft alignment configurations that can be used to fit different players' specifications.

71. Based on information and belief, different hosels have been manufactured that can vary the lie angle, the forward lean angle, offset, proximity to center of head or toe or heel, and therefore toe hang or balance of the golf club head.

72. A deeper center of gravity is realized when the heavier weight portion back plate is installed on the Accused Infringing Technology, as a greater percentage of the overall weight is moved rearward with the assembly of the heavier weight portion as compared to the lighter weight portion back plate.

73. Based on the foregoing attributes of the Accused Infringing Technology, SIK infringes at least claim 1 of United States Patent No. 9,149,694 by, at least, making the Accused Infringing Technology.

74. Indeed, it is clear that SIK infringes at least claim 1 of United States Patent Nos. 7,828,672; 8,177,662; 8,382,604; 8,616,991; and 9,149,694 by, at least, making the Accused Infringing Technology.

75. Inasmuch SIK has, at all material times, been fully aware of DOGLEG RC's intellectual property rights in the DOGLEG RC Patents, it is believed that SIK has engaged in its unlawful infringing behavior in a willfully blatant manner.

76. Indeed, DOGLEG has demanded that SIK cease and desist from its infringing activities, but SIK has been undeterred.

77. DOGLEG has been forced to retain the services of the undersigned due to SIK's actions, and is obligated to pay said attorneys a reasonable attorneys' fees and to reimburse said attorneys for all costs of this action.

COUNT I – WILLFUL PATENT INFRINGEMENT
UNITED STATES PATENT NO. 7,828,672

78. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

79. This is an action for patent infringement pursuant to Title 35, United States Code, Section 271, of the United States Patent Act.

80. As more fully set forth above (*see, e.g., ¶¶ 40-45, supra*), SIK has infringed, and continues to infringe, at least claim 1 of United States Patent No. 7,828,672 by, at least, making the Accused Infringing Technology.

81. All such infringing conduct of SIK has occurred and was committed by SIK in a willful manner, irrespective of and despite repeated demands that SIK immediately cease its infringing conduct and recognize the rights of DOGLEG RC under the DOGLEG RC Patents.

82. SIK's actions have been committed and performed in a willful, knowing and bad faith manner.

83. SIK's actions have caused, and continue to cause, significant harm to DOGLEG RC, most of which is irreparable and there is no adequate remedy at law.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby requests that judgment be entered in its favor and against Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, for all damages available to DOGLEG RC, including, but not limited to, any and all remedies available pursuant to the Patent Laws of the United States, 35 U.S.C. §§ 271, *et. seq.*, which include, but are not limited to, no less than a reasonable royalty award, lost profits, treble damages, costs, pre and post judgment interest at the maximum allowable rate, attorneys' fees, and such other and further relief this Court deems just and proper.

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COUNT II – WILLFUL PATENT INFRINGEMENT
UNITED STATES PATENT NO. 8,177,662

84. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

85. This is an action for patent infringement pursuant to Title 35, United States Code, Section 271, of the United States Patent Act.

86. As more fully set forth above (*see, e.g.*, ¶¶ 46-51, *supra*), SIK has infringed, and continues to infringe, at least claim 1 of United States Patent No. 8,177,662 by, at least, making the Accused Infringing Technology.

87. All such infringing conduct of SIK has occurred and was committed by SIK in a willful manner, irrespective of and despite repeated demands that SIK immediately cease its infringing conduct and recognize the rights of DOGLEG RC under the DOGLEG RC Patents.

88. SIK's actions have been committed and performed in a willful, knowing and bad faith manner.

89. SIK's actions have caused, and continue to cause, significant harm to DOGLEG RC, most of which is irreparable and there is no adequate remedy at law.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby requests that judgment be entered in its favor and against Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, for all damages available to DOGLEG RC, including, but not limited to,

any and all remedies available pursuant to the Patent Laws of the United States, 35 U.S.C. §§ 271, *et. seq.*, which include, but are not limited to, no less than a reasonable royalty award, lost profits, treble damages, costs, pre and post judgment interest at the maximum allowable rate, attorneys' fees, and such other and further relief this Court deems just and proper.

COUNT III – WILLFUL PATENT INFRINGEMENT
UNITED STATES PATENT NO. 8,382,604

90. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

91. This is an action for patent infringement pursuant to Title 35, United States Code, Section 271, of the United States Patent Act.

92. As more fully set forth above (*see, e.g., ¶¶ 52-56, supra*), SIK has infringed, and continues to infringe, at least claim 1 of United States Patent No. 8,382,604 by, at least, making the Accused Infringing Technology.

93. All such infringing conduct of SIK has occurred and was committed by SIK in a willful manner, irrespective of and despite repeated demands that SIK immediately cease its infringing conduct and recognize the rights of DOGLEG RC under the DOGLEG RC Patents.

94. SIK's actions have been committed and performed in a willful, knowing and bad faith manner.

95. SIK's actions have caused, and continue to cause, significant harm to DOGLEG RC, most of which is irreparable and there is no adequate remedy at law.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby requests that judgment be entered in its favor and against Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, for all damages available to DOGLEG RC, including, but not limited to, any and all remedies available pursuant to the Patent Laws of the United States, 35 U.S.C. §§ 271, *et. seq.*, which include, but are not limited to, no less than a reasonable royalty award, lost profits, treble damages, costs, pre and post judgment interest at the maximum allowable rate, attorneys' fees, and such other and further relief this Court deems just and proper.

COUNT IV – WILLFUL PATENT INFRINGEMENT
UNITED STATES PATENT NO. 8,616,991

96. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

97. This is an action for patent infringement pursuant to Title 35, United States Code, Section 271, of the United States Patent Act.

98. As more fully set forth above (*see, e.g., ¶¶ 57-66, supra*), SIK has infringed, and continues to infringe, at least claim 1 of United States Patent No. 8,616,991 by, at least, making the Accused Infringing Technology.

99. All such infringing conduct of SIK has occurred and was committed by SIK in a willful manner, irrespective of and despite repeated demands that SIK immediately cease its infringing conduct and recognize the rights of DOGLEG RC under the DOGLEG RC Patents.

100. SIK's actions have been committed and performed in a willful, knowing and bad faith manner.

101. SIK's actions have caused, and continue to cause, significant harm to DOGLEG RC, most of which is irreparable and there is no adequate remedy at law.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby requests that judgment be entered in its favor and against Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, for all damages available to DOGLEG RC, including, but not limited to, any and all remedies available pursuant to the Patent Laws of the United States, 35 U.S.C. §§ 271, *et. seq.*, which include, but are not limited to, no less than a reasonable royalty award, lost profits, treble damages, costs, pre and post judgment interest at the maximum allowable rate, attorneys' fees, and such other and further relief this Court deems just and proper.

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COUNT V – WILLFUL PATENT INFRINGEMENT
UNITED STATES PATENT NO. 9,149,694

102. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

103. This is an action for patent infringement pursuant to Title 35, United States Code, Section 271, of the United States Patent Act.

104. As more fully set forth above (*see, e.g., ¶¶ 67-75, supra*), SIK has infringed, and continues to infringe, at least claim 1 of United States Patent No. 9,149,694 by, at least, making the Accused Infringing Technology.

105. All such infringing conduct of SIK has occurred and was committed by SIK in a willful manner, irrespective of and despite repeated demands that SIK immediately cease its infringing conduct and recognize the rights of DOGLEG RC under the DOGLEG RC Patents.

106. SIK's actions have been committed and performed in a willful, knowing and bad faith manner.

107. SIK's actions have caused, and continue to cause, significant harm to DOGLEG RC, most of which is irreparable and there is no adequate remedy at law.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby requests that judgment be entered in its favor and against Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, for all damages available to DOGLEG RC, including, but not limited to,

any and all remedies available pursuant to the Patent Laws of the United States, 35 U.S.C. §§ 271, *et. seq.*, which include, but are not limited to, no less than a reasonable royalty award, lost profits, treble damages, costs, pre and post judgment interest at the maximum allowable rate, attorneys' fees, and such other and further relief this Court deems just and proper.

COUNT VI – PERMANENT INJUNCTIVE RELIEF

108. DOGLEG RC realleges and revers the allegations contained in paragraphs one (1) through seventy-seven (77) as if fully set forth herein.

109. This is an action for permanent injunctive relief pursuant to Title 35, United States Code, Section 283, of the United States Patent Act.

110. Said section provides that this Court may “grant injunctions in accordance with the principles of equity to prevent the violations of any right secured by patent, on such terms as the court deems reasonable.”

111. As alluded to in more detail above, and despite repeated demands to cease and desist its conduct, SIK has infringed, and continues to infringe, one or more claims of one or more of the DOGLEG RC Patents.

112. Such refusal to honor DOGLEG RC's exclusive patent rights has caused, and will continue to cause, irreparable harm to DOGLEG RC.

113. Each day that DOGLEG RC is deprived of its earned intellectual property rights causes irreparable injury.

114. DOGLEG RC has no adequate remedy at law, especially because the property at issue is intellectual property.

115. There is no remedy at law that can fully compensate DOGLEG RC for the deprivation of said patent rights, and, in light of the facts of this case, there is a substantial likelihood that DOGLEG RC will succeed on the merits of this case.

WHEREFORE, Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, hereby respectfully requests that the Court enter a permanent injunction enjoining Counter-Defendant, SIK SPORTS, LLC d/b/a, SIK GOLF, a Florida Limited Liability Company, and all those in active concert and participation with SIK, from using, making, selling, marketing, distributing, transferring, or otherwise infringing on any of the claims of any of the DOGLEG RC Patents as more fully set forth above, together with costs, attorneys' fees, and such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, DOGLEG RIGHT CORPORATION, a Texas company, by and through the undersigned counsel, hereby demands a trial by jury for all issues so triable in this litigation.

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Dated this 26th day of July, 2018.

Respectfully submitted,

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