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12  
 13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA  
 15

16 VANS, INC.; and VF OUTDOOR,  
 17 LLC,

18 Plaintiffs,

19 vs.

20 WALMART, INC.; THE DOLL  
 21 MAKER, LLC; and TRENDY  
 22 TRADING, LLC,

23 Defendants.  
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Case No.

**COMPLAINT FOR:**

- (1) **TRADEMARK INFRINGEMENT (15 U.S.C. § 1114);**
- (2) **UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a));**
- (3) **CONTRIBUTORY TRADEMARK INFRINGEMENT;**
- (4) **STATE UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200); AND**
- (5) **COMMON LAW UNFAIR COMPETITION**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Vans, Inc. and VF Outdoor, LLC (collectively, “Vans”) bring this  
2 Complaint against Defendants Walmart, Inc. (“Walmart”), The Doll Maker, LLC  
3 (“Doll Maker”), and Trendy Trading, LLC (“Trendy Trading”), and allege as follows:

4 **INTRODUCTION**

5 1. Vans is a world-famous footwear and apparel company that was founded  
6 in Southern California. Operating on a “shoestring” budget, in 1966 a group of friends  
7 and partners, including brothers Paul Van Doren and Jim Van Doren, founded The  
8 Van Doren Rubber Company to manufacture shoes and sell them directly to the  
9 public. In the 55 years since, Vans has become an iconic brand, known for its original,  
10 authentic, and distinctive shoes that embody Southern California counterculture.

11 2. Vans’ core product lines include its OLD SKOOL shoes, SK8-HI shoes,  
12 and Checkerboard Slip-On shoes. Since first creating these shoes over 40 years ago,  
13 Vans has worked tirelessly to develop these shoe lines into their now-iconic status  
14 through the investment of enormous amounts of time, effort, and resources.



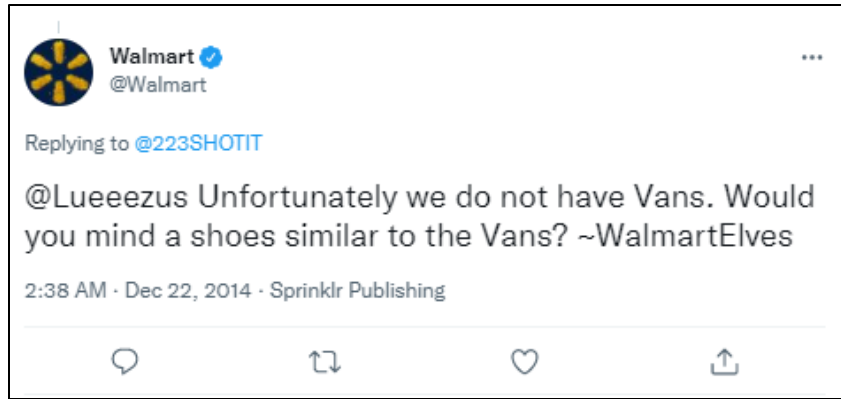
20 *Old Skool*

*Sk8-Hi*

*Checkerboard Slip-On*

21 3. Despite early years of uncertainty, Vans’ efforts paid off. Over four  
22 decades later, these shoes are now some of the most popular footwear in the world.  
23 Vans sells millions of shoes within these shoe lines each year. To consumers, the  
24 OLD SKOOL, SK8-HI, and Checkerboard Slip-On shoes are instantly recognizable  
25 and associated with Vans and its considerable goodwill. Seeing Vans’ distinctive  
26 trademarks and trade dress lets the consumer know that the shoe comes from Vans  
27 and instantly conveys Vans’ reputation for authenticity, quality, and creative  
28 expression.

1           4. Defendant Walmart is well aware of Vans’ trademarks and trade dress  
2 rights, including their tremendous value. On information and belief, Walmart’s  
3 customers have long requested that Walmart begin selling Vans footwear. In  
4 response, Walmart has been forced to explain that it is not an authorized retailer of  
5 Vans brand shoes, as depicted below:



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13           5. At all relevant times, Walmart was further aware of Vans’ intellectual  
14 property rights since Vans has previously sent Walmart takedown requests and  
15 enforcement actions in relation to Vans’ rights.

16           6. In spite of, or perhaps due to, its knowledge of Vans’ rights and the value  
17 of the Vans trademarks and trade dress, Walmart recently embarked on an escalating  
18 campaign to knock off virtually all of Vans’ bestselling shoes. On information and  
19 belief, Walmart started shamelessly selling copycat shoes in a direct effort to confuse  
20 consumers, unlawfully siphon sales from Vans, and intentionally damage Vans’  
21 valuable intellectual property rights.

22           7. Walmart’s copying of Vans’ shoes is not subtle or inadvertent; rather,  
23 Walmart started selling **over twenty** blatant knockoff versions of Vans shoes, while  
24 willfully infringing Vans’ trademark and trade dress rights. Walmart sells and  
25 promotes such knockoff shoes through Walmart’s own in-house labels, including  
26 “Time and Tru,” “Wonder Nation,” and “No Boundaries.” For comparison, some of  
27 Vans’ and Walmart’s respective products are depicted below:  
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VANS SHOE	KNOCKOFF SOLD BY WALMART
 <p data-bbox="440 625 756 657"><i>Vans Old Skool– Women’s</i></p>	 <p data-bbox="1052 636 1422 667"><i>“Time and Tru” Women’s Shoe</i></p>
 <p data-bbox="435 1045 760 1077"><i>Vans Old Skool – Women’s</i></p>	 <p data-bbox="1052 1056 1422 1087"><i>“Time and Tru” Women’s Shoe</i></p>
 <p data-bbox="459 1465 735 1497"><i>Vans Old Skool - Boys’</i></p>	 <p data-bbox="1060 1465 1414 1497"><i>“Wonder Nation” Boys’ Shoe</i></p>
 <p data-bbox="459 1896 735 1927"><i>Vans Old Skool - Boys’</i></p>	 <p data-bbox="1060 1875 1414 1906"><i>“Wonder Nation” Boys’ Shoe</i></p>

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*Vans Old Skool - Rainbow Checkerboard*



*"Wonder Nation" Girls' Shoe*



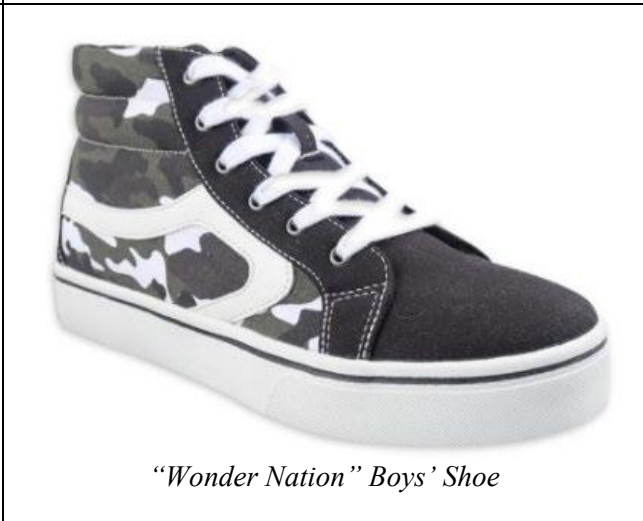
*Vans Sk8-Hi 38 DX*



*"Wonder Nation" Boys' Shoe*



*Vans Sk8-Hi 38 DX*



*"Wonder Nation" Boys' Shoe*

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*Vans Sk8-Hi*



*"Wonder Nation" Boys' Shoe*



*Vans Old Skool*



*"Wonder Nation" Girls' Shoe*



*Vans' Baby/Toddler Old Skool*

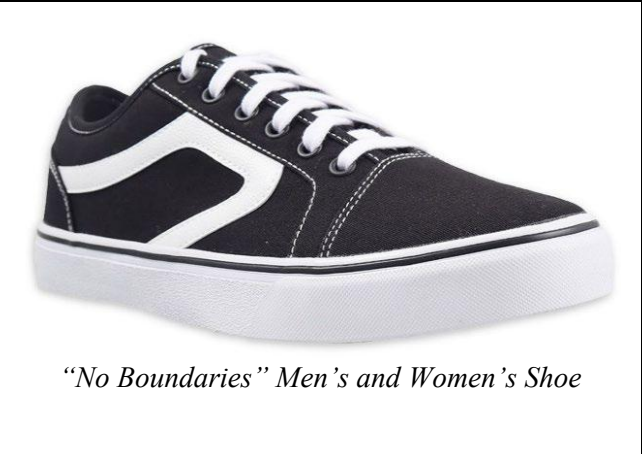


*"Wonder Nation" Toddler Shoe*

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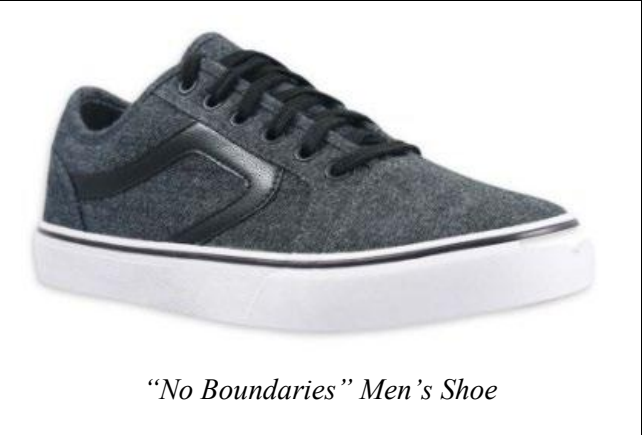
*Vans Old Skool*



*"No Boundaries" Men's and Women's Shoe*



*Vans Old Skool*



*"No Boundaries" Men's Shoe*



*Vans Old Skool*

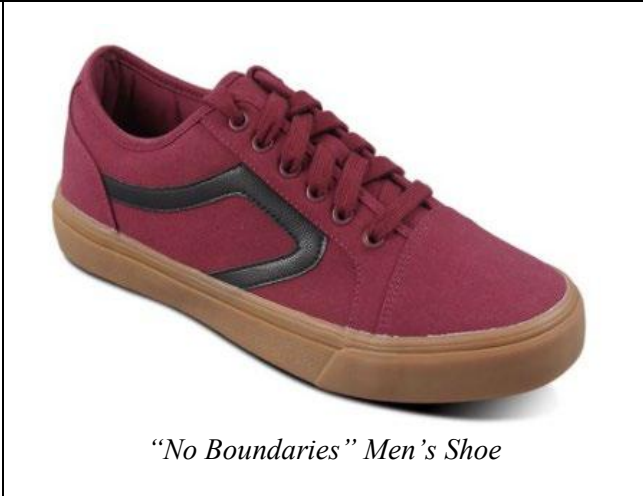


*"No Boundaries" Men's Shoe*

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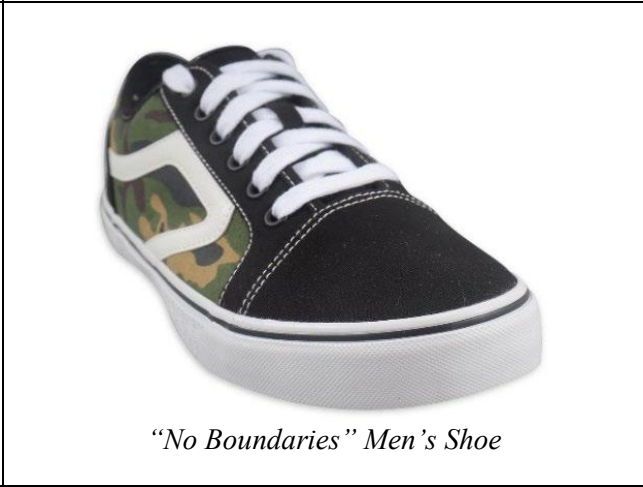
*Vans Old Skool Pro*



*"No Boundaries" Men's Shoe*



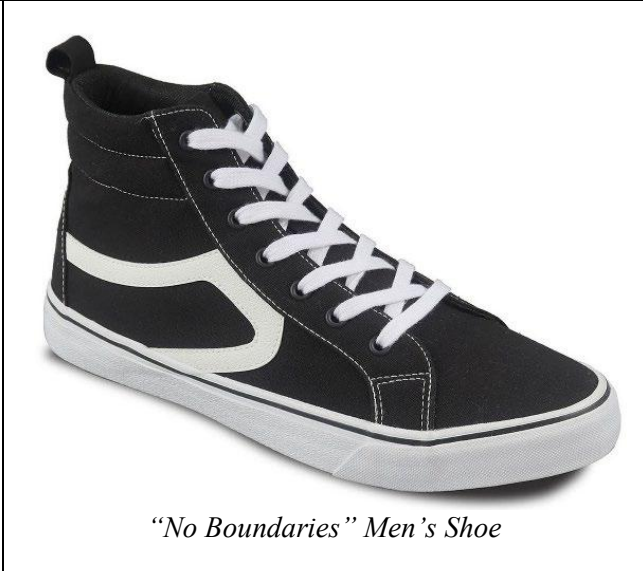
*Vans Old Skool - Woodland Camo*



*"No Boundaries" Men's Shoe*



*Vans Sk8-Hi*



*"No Boundaries" Men's Shoe*



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*Vans Sk8-Hi*



*"No Boundaries" Men's Shoe*



*Vans Sk8-Hi 38 DX*



*"No Boundaries" Men's Shoe*



*Vans Sk8-Hi*



*"No Boundaries" Men's Shoe*

8. Walmart sells all of the above copycat shoes, along with additional colorways of the same designs, both in its retail stores across the United States and through its online website (<https://www.walmart.com/>) ("Walmart Website").

1           9.       In addition to selling infringing shoes under its own Walmart brands, on  
 2 the Walmart Website, Walmart also sells infringing shoes manufactured by third  
 3 parties, as shown below:

VANS SHOE	KNOCKOFF SOLD BY WALMART
 <p data-bbox="430 772 764 806"><i>Vans Checkerboard Slip-On</i></p>	 <p data-bbox="1073 772 1401 806"><i>“Doll Maker” Slip-On Shoe</i></p>
 <p data-bbox="505 1150 691 1184"><i>Vans Old Skool</i></p>	 <p data-bbox="1084 1178 1386 1211"><i>“Doll Maker” Skate Shoe</i></p>
 <p data-bbox="370 1604 824 1638"><i>Vans Sk8-Mid Checkerboard - Toddler</i></p>	 <p data-bbox="1089 1661 1382 1694"><i>“WISPR” Toddler Shoes</i></p>

26           10.       Walmart has therefore flooded the market with cheap, low-quality, and  
 27 confusingly similar shoes that harm Vans’ goodwill and reputation (collectively, the  
 28 “Infringing Footwear”).

1 11. Earlier this year, Vans placed Walmart on unequivocal notice of its  
2 infringement. In March 2021, Vans’ discovered Walmart’s misappropriation in  
3 connection with just one of these shoes, Walmart’s “Time and Tru” Women’s Shoe,  
4 and immediately reached out to Walmart to address the matter. In response to Vans’  
5 cease and desist letter, Walmart refused to address any of Vans’ concerns and  
6 defiantly continued selling the copycat shoes up to the present. Worse yet, in the  
7 months after receiving Vans’ letter, Walmart introduced an avalanche of additional  
8 knockoff shoes, as seen in the above photographs.

9 12. Walmart’s continued use of Vans’ intellectual property—and in fact,  
10 further encroachment on Vans’ rights after receiving Vans’ letter—confirms that  
11 Walmart is a willful infringer, and that it will not cease infringing unless ordered to  
12 do so. Vans has been left with no choice but to file this lawsuit to stop Walmart’s  
13 infringement and to recover damages for Walmart’s unlawful activities.

14 **THE PARTIES**

15 13. Plaintiff Vans, Inc. is a corporation organized under the laws of the State  
16 of Delaware, having its principal place of business at 1588 South Coast Drive, Costa  
17 Mesa, California 92626.

18 14. Plaintiff VF Outdoor, LLC is a limited liability company organized  
19 under the laws of Delaware, having its principal place of business at 1551 Wewatta  
20 Street, Denver, Colorado, 80202.

21 15. Upon information and belief, Defendant Walmart Inc. is a corporation  
22 organized under the laws of the State of Delaware, having its principal place of  
23 business at 702 SW 8th Street, Bentonville, Arkansas, 72716.

24 16. Upon information and belief, Defendant The Doll Maker, LLC is a  
25 limited liability company organized under the laws of the State of California, having  
26 its principal place of business at 1018 S. Lawson St., City of Industry, California,  
27 91748.

28 17. Upon information and belief, Defendant Trendy Trading, LLC is a

1 limited liability company organized under the laws of the State of California, having  
2 its principal place of business at 5199 G Street, Chino, California, 91710.

3 18. Defendants Walmart, Doll Maker, and Trendy Trading are referred to  
4 herein collectively as the “Defendants.”

5 **JURISDICTION AND VENUE**

6 19. This is a civil action seeking disgorgement of profits, punitive damages,  
7 and injunctive relief under federal and California law based upon Defendants’ willful  
8 acts of trademark and trade dress infringement, false designation of origin, and unfair  
9 competition.

10 20. This Court has original jurisdiction over this action pursuant to 15 U.S.C.  
11 § 1121(a), 28 U.S.C. § 1331 (Federal Question Jurisdiction), and 28 U.S.C. § 1338(b)  
12 (Trademark and Unfair Competition).

13 21. This Court has jurisdiction over the pendant state law claim pursuant to  
14 28 U.S.C. § 1367(a) (Supplemental Jurisdiction) because such claim is based upon  
15 the same or substantially the same conduct by Defendants.

16 22. This Court has personal jurisdiction over Walmart because it is engaged  
17 in substantial and regular business in the State of California and in the Central District  
18 of California, including by selling its goods through retail stores located in the Central  
19 District of California. Additionally, Walmart’s acts have caused injury to Vans within  
20 the State of California and the Central District of California.

21 23. This Court has personal jurisdiction over Doll Maker and Trendy  
22 Trading because they are organized in the State of California and maintain a principal  
23 place of business in California. Doll Maker and Trendy Trading are also engaged in  
24 substantial and regular business in the State of California and in the Central District  
25 of California. And the actions of Doll Maker and Trendy Trading caused injury to  
26 Vans within the State of California and the Central District of California.

27 24. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1) and  
28 (b)(2) because all Defendants reside in this judicial district for venue purposes, and

1 because a substantial part of the events giving rise to the claims asserted in this  
2 Complaint occurred within this judicial district.

3 **FACTUAL BACKGROUND**

4 **I. VANS AND ITS BUSINESS**

5 25. Vans is an industry-leading shoe and apparel company, which is known  
6 for its original, authentic, and distinctive footwear and apparel that embody Southern  
7 California counterculture.

8 26. In March 1966, brothers Paul Van Doren and James Van Doren, along  
9 with friends and business partners Gordon C. Lee and Serge Delia, founded Vans  
10 under the name “The Van Doren Rubber Company.” Their goal was to manufacture  
11 distinctive shoes and sell them directly to the public. To start out, they built a factory  
12 in Anaheim, California and a retail store that was a mere 400 square feet.

13 27. Vans eventually grew into one of the most popular and well-known  
14 footwear companies in the United States. Vans’ iconic trademarks and distinctive  
15 trade dresses have been consistently used for decades and instantly convey Vans’  
16 reputation for authenticity, quality, and creative expression. Throughout the lifetime  
17 of the company, billions of shoes with Vans’ distinctive trademarks and trade dress  
18 rights have been sold in the United States.

19 28. Vans’ products have amassed significant goodwill and are continuing to  
20 grow in popularity. Over the past half century, Vans’ shoes have been worn and  
21 popularized by a wide variety of athletes, musicians, artists, and other celebrities,  
22 from skateboarding legends such as Stacy Peralta, Tony Alva, and Jerry Valdez in the  
23 1970s to individuals such as Kanye West, Common, Rihanna, Justin Bieber, Frank  
24 Ocean, Pharrell, A\$AP Rocky, Harry Styles, Kylie Jenner, and Russell Westbrook in  
25 the present day. For example, a recent article in *Esquire* recognized Vans’ significant  
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1 popularity among celebrities while including the below photo collage:<sup>1</sup>

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SHUTTERSTOCK, SPLASH

15 29. Vans' shoes are now some of the most popular shoes in the United States.  
16 For the past several years, an independent third-party survey called "*Taking Stock*  
17 *with Teens*" has consistently found that Vans is the No. 2 overall favorite footwear  
18 brand among U.S. teens.<sup>2</sup> According to the survey, Vans trails only Nike in popularity  
19 among U.S. teens.<sup>3</sup> These rankings have been recognized in publications such as  
20 *CNBC, Vogue, Bloomberg, Forbes, Footwear News, and Business Insider*, to name a  
21 few.

22 30. Due to high demand for its shoes, Vans distributes its iconic footwear  
23 through a vast network of distribution channels, including major department stores  
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25 <sup>1</sup> <https://www.esquire.com/style/mens-fashion/a13446025/vans-shoes/>

26 <sup>2</sup> Piper Sandler Investment Research, *Taking Stock With Teens Survey - Fall 2020*,  
27 [http://www.pipersandler.com/private/pdf/TSWTs\\_Fall\\_2020\\_Full\\_Report.pdf](http://www.pipersandler.com/private/pdf/TSWTs_Fall_2020_Full_Report.pdf)

28 <sup>3</sup> <https://www.businessinsider.com/vans-shoes-popular-with-teens-2018-7>

1 and retailers such as Nordstrom, Journeys, Tillys, Urban Outfitters, PacSun, and  
2 Famous Footwear; sporting goods and outdoor retailers like Foot Locker and Dick’s  
3 Sporting Goods; online retail outlets like Zappos.com; through Vans’ own retail  
4 stores, including the 450+ Vans retail stores throughout the United States; and via  
5 online sales through Vans’ own website (<https://www.vans.com/>). Vans’ products are  
6 sold throughout the United States and across the world.

7 31. In addition to its popularity among consumers, Vans has earned  
8 substantial recognition and praise within the footwear industry. By way of example  
9 only, Vans won the prestigious “Brand of the Year” award in 2014 from *Footwear*  
10 *News*, which hosts an annual ceremony often referred to as “The Shoe Oscars.” In  
11 giving Vans the award, *Footwear News* recognized that Vans has “a lot of experience  
12 influencing youth culture with its iconic products and marketing”<sup>4</sup> and that “Vans has  
13 rolled far beyond its skater roots to achieve superstar status — a textbook case of  
14 taking your authenticity to the masses.”<sup>5</sup> *Footwear News* also previously named Vans  
15 as the footwear industry’s “Marketer of the Year” in 1998, “Company of the Year” in  
16 2000, and “Brand of the Year” in 2006.<sup>6</sup>

17 32. Vans’ widespread popularity is reflected in its sales and revenue. In  
18 November 2011, Vans surpassed \$1 billion in annual global sales for the first time in  
19 its history, while becoming the largest single action sports brand in the world and the  
20 first company rooted in skateboarding to achieve this level of success. By 2014,  
21 Vans’ annual global sales surpassed \$2 billion.

22 33. Vans’ enduring success has been driven by factors such as its focus on  
23 just a few iconic shoe lines, its reputation for creating lasting and durable footwear

24 \_\_\_\_\_  
25 <sup>4</sup> <https://footwearnews.com/2014/focus/athletic-outdoor/fnaa-2014-brand-of-the-year-vans-319/>

26 <sup>5</sup> <https://footwearnews.com/2014/focus/opinion-analysis/fnaa-winners-2014-2591/>

27 <sup>6</sup> <https://footwearnews.com/2020/influencers/power-players/footwear-news-achievement-awards-fnaa-past-winners-1203069635/>  
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1 without sacrificing style, and its longstanding and consistent use of its trademarks and  
2 trade dress. In particular, Vans’ consistent use of its distinctive trademarks and trade  
3 dress described herein—rights that Vans has built up methodically for nearly half a  
4 century—drives much of the company’s popularity and success.

5 **II. VANS’ SIDE STRIPE TRADEMARK**

6 34. One of Vans’ most valuable trademarks is its now-iconic “jazz stripe,”  
7 which adorns the side panel of many Vans shoes (the “Side Stripe Mark”).



18 35. Vans first placed the Side Stripe Mark on its shoes over 40 years ago.  
19 The Side Stripe Mark started out as a doodle drawn by Vans founder Paul Van Doren.  
20 Since then, the Side Stripe Mark has become an unmistakable—and instantly  
21 recognizable—hallmark of the Vans brand.

22 36. Since at least as early as the 1970s, Vans has continuously manufactured,  
23 sold, and promoted footwear using the Side Stripe Mark. During its four-plus decades  
24 of continuous use, Vans has utilized the Side Stripe Mark across multiple Vans shoe  
25 lines and in countless color combinations.

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1 37. The Side Stripe Mark serves no function other than as a signifier of the  
 2 Vans brand; it is an inherently distinctive symbol that Vans intended from the outset  
 3 to be used as a trademark designating a single source, namely, Vans. Examples of  
 4 Vans footwear bearing the Side Stripe Mark are depicted below:



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14 *Vans OLD SKOOL*

*Vans SK8-HI*



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19 *Vans UltraRange Exo*



*Vans Sk8-Mid*



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25 *Vans MTE (Mountain Edition) Boot*



*Vans Snowboard Boot*

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27 38. In the United States alone, Vans has sold hundreds of millions of shoes  
 28 bearing the Side Stripe Mark. Vans' U.S. sales of footwear bearing the Side Stripe

1 Mark have accounted for tens of billions of dollars in revenue.

2 39. Vans has devoted significant resources over more than 40 years to  
3 advertising and promoting its products bearing the Side Stripe Mark. Over this period,  
4 Vans has spent many millions of dollars advertising the Side Stripe Mark, including  
5 in print publications, television and Internet advertising, signage, in-store displays,  
6 and social media, among other advertising mediums. Vans' advertisements and  
7 marketing efforts have reached billions of individual consumers during that time.

8 40. Vans also promotes products bearing the Side Stripe Mark by sponsoring  
9 athletes. As one example, skateboarding legend Tony Hawk has a partnership with  
10 Vans and can often be seen wearing Vans shoes with the Side Stripe Mark. A  
11 representative photograph of Tony Hawk wearing shoes with the Side Stripe Mark is  
12 reproduced below:






1           41. Over the past several decades, Vans further promoted the Side Stripe  
2 Mark by sponsoring events. For example, in 1996, Vans started sponsoring (and later  
3 purchased) the Vans Warped Tour, which went on to become the longest running  
4 concert series in the United States. The Vans Warped Tour operated annually every  
5 year until 2019 and played a major part in the rise of genres such as pop-punk, emo,  
6 and hardcore punk. Vans' sponsorship and ownership of the Vans Warped Tour not  
7 only provided a forum for Vans to promote its products bearing the Side Stripe Mark,  
8 but also helped Vans forge close relationships with musical artists who then  
9 prominently wore Vans shoes during their performances. Blink-182's Mark Hoppus,  
10 for example, wore Vans shoes bearing the Side Stripe Mark during multiple now-  
11 famous performances at the Vans Warped Tour and at other concerts throughout the  
12 past three decades. A representative image from a Blink-182 performance in the  
13 1990s is depicted below:



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25           42. As a result of Vans' promotional and sales efforts over the past four-plus  
26 decades, the Side Stripe Mark is one of the most recognizable, iconic, and valuable  
27 trademarks in the world. Due to Vans' efforts, consumers readily identify products  
28 bearing the Side Stripe Mark as being high quality merchandise emanating from,

1 sponsored by, or approved by Vans.

2 43. In addition to common law rights, Vans has registered the Side Stripe  
3 Mark on the Principal Register of the U.S. Patent and Trademark Office in connection  
4 with a wide array of goods and services. For use of the Side Stripe Mark on footwear,  
5 Vans owns all right, title, and interest in the following U.S. Trademark Registrations:

Trademark	U.S. Reg. No.	Reg. Date	Relevant Goods/Services
	2,177,772	August 4, 1998	<b>Class 25:</b> Footwear
	2,170,961	July 7, 1998	<b>Class 25:</b> Footwear
	2,172,482	July 14, 1998	<b>Class 25:</b> Footwear

17 44. A copy of the Certificates of Registration for Vans' above marks are  
18 attached as **Exhibit 1** (Reg. No. 2,177,772) and **Exhibit 2** (Reg. No. 2,170,961), and  
19 **Exhibit 3** (Reg. No. 2,172,482). All of these registrations are valid and subsisting on  
20 the Principal Register, and have been since their respective registration dates.

21 45. The above registrations relating to the Side Stripe Mark are  
22 incontestable. As such, each registration is conclusive evidence of the validity of the  
23 mark, Vans' ownership of the mark, and Vans' exclusive right to use the mark in  
24 connection with shoes in the United States.

25 46. Vans has further strengthened the Side Stripe Mark by using it to  
26 promote Vans' other apparel and products, including by placing it on T-shirts,  
27 sweatshirts, pants, shorts, jackets, and hats, among other products. Vans owns  
28 additional U.S. Trademark Registrations, some of which are incontestable, for use of

1 the Side Stripe Mark with other products and services. Such U.S. Trademark  
2 Registrations, which cover a wide range of goods and services, include U.S. Reg. Nos.  
3 4,442,122 (issued December 3, 2013), 2,206,796 (issued December 1, 1998), and  
4 6,062,935 (issued May 26, 2020). Copies of the Certificates of Registration for each  
5 of these marks are attached collectively as **Exhibit 4**.

6 47. As a result of Vans' efforts, the public recognizes and understands that  
7 the Side Stripe Mark distinguishes and identifies Vans' products. As just an example,  
8 third party publications and media reports routinely refer to: Vans' "iconic side stripe,  
9 which has become a hallmark design characteristic for the brand";<sup>7</sup> the "now-iconic  
10 side stripe";<sup>8</sup> and Vans' "famous side stripe detail."<sup>9</sup>

11 48. Accordingly, thanks to Vans' dedication to providing high quality,  
12 original, and authentic footwear and apparel using the Side Stripe Mark, as well its  
13 extensive marketing and years of hard work, Vans has built up and now owns  
14 extremely valuable goodwill that is symbolized by that mark. Consumers recognize  
15 the Side Stripe Mark as a source identifier that is uniquely associated with Vans and  
16 genuine Vans brand products.

### 17 **III. VANS' OLD SKOOL TRADE DRESS**

18 49. Also central to this lawsuit is Vans' OLD SKOOL shoe. The OLD  
19 SKOOL shoe is an iconic low-top skate shoe that Vans first introduced to the market  
20 in the 1970s. Debuting under the name "Style 36," the OLD SKOOL shoe was one  
21 of the first Vans shoes to feature the Side Stripe Mark and later became one of Vans'  
22 bestselling shoes of all time.

23  
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25 <sup>7</sup> <https://www.wmagazine.com/story/old-skool-vans-popular-sneaker-trend-2018>

26 <sup>8</sup> <https://www.yahoo.com/entertainment/basically-every-celeb-hollywood-owns-110512940.html>

27  
28 <sup>9</sup> <https://www.gq.com/gallery/most-famous-white-canvas-sneakers>

1 50. Vans' "OLD SKOOL Trade Dress" consists of a distinctive combination  
2 of source-identifying elements, including: (1) the Vans Side Stripe Mark on the shoe  
3 upper; (2) a rubberized sidewall with a consistent height around the perimeter of the  
4 shoe; (3) the uppermost portion of the sidewall having a three-tiered or grooved  
5 appearance; (4) a textured toe box outer around the front of the sidewall; (5) visible  
6 stitching, including where the eyestay meets the vamp; and (6) the placement and  
7 proportion of these elements in relation to one another.



15 *Vans OLD SKOOL*

16 51. Since first introducing the OLD SKOOL in the 1970s, Vans has  
17 continuously manufactured, sold, and promoted shoes bearing the OLD SKOOL  
18 Trade Dress.

19 52. The combination of elements comprising the OLD SKOOL Trade Dress  
20 serves no function other than as a signifier of the Vans brand. The OLD SKOOL  
21 Trade Dress is not essential to the use or purpose of the shoe, it does not reduce the  
22 cost or improve performance of the shoe, and its use by Vans does not put competitors  
23 at any significant non-reputation-related disadvantage. Competitors have available a  
24 multitude of alternative shoe designs they could use.

25 53. In the 1970s, the OLD SKOOL shoe was originally released in three  
26 colorways, including an enduring royal blue version worn notably by Stacy Peralta.  
27 Since then, Vans has introduced the OLD SKOOL shoe in additional colorways that  
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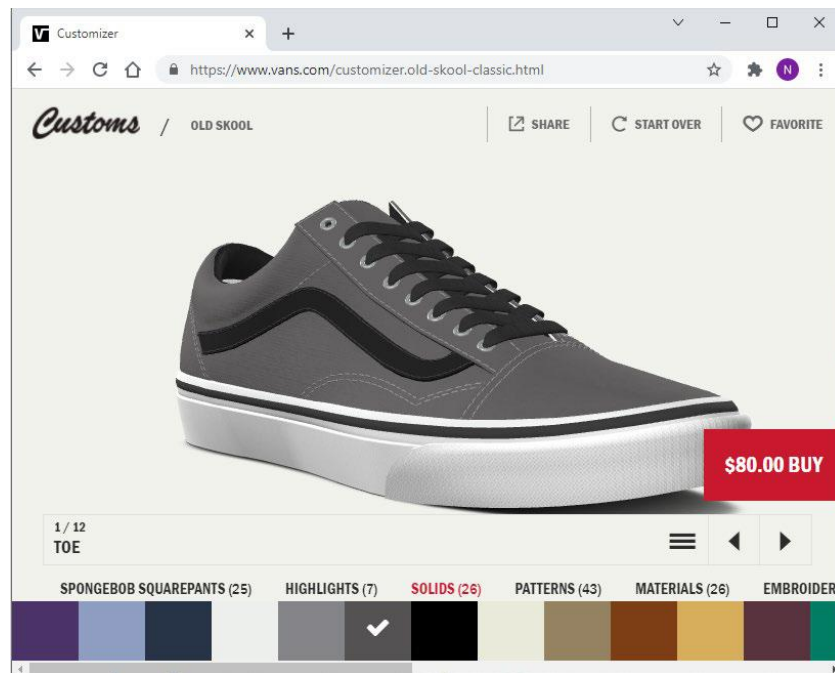
1 still have the unmistakable “look and feel” of the OLD SKOOL Trade Dress. The  
2 consistent overall look of such OLD SKOOL colorways immediately lets consumers  
3 know that the shoe comes from Vans, and that such product comes with Vans’  
4 reputation for authenticity, quality, and creative expression. A small fraction of the  
5 colorways that bear the OLD SKOOL Trade Dress are depicted below:



25 54. Since first introducing the OLD SKOOL shoe, Vans has manufactured,  
26 sold, and promoted well over 1,000 colorways within the OLD SKOOL shoe line.  
27 Some of Vans’ OLD SKOOL colorways come in the form of collaborations with other  
28 designers, companies, or celebrities. For example, Vans has released OLD SKOOL

1 colorways through high profile collaborations with Marc Jacobs, Tyler the  
 2 Creator/Golf Wang, Supreme, Stussy, Kenzo, JJJJound, Taka Hayashi, The North  
 3 Face, and Disney. These collaborations and limited-run releases have given Vans'  
 4 OLD SKOOL shoes a coveted level of prestige and helped further increase popularity  
 5 of the shoes with new generations and demographics.

6 55. Vans also offers consumers the opportunity to become their own  
 7 collaborators through "Vans Customs," a platform on Vans' website  
 8 (<https://www.vans.com/customs>). Through this platform, consumers can design their  
 9 own colorway while utilizing the OLD SKOOL Trade Dress.



21 *Vans Customs platform*

22 56. Vans launched Vans Customs on its website in 2004, but in fact Vans  
 23 has been selling customized OLD SKOOL shoes since its early days, well before the  
 24 advent of the Internet. Through customization, Vans has allowed consumers to create  
 25 new colorways of the OLD SKOOL shoe, with numerous color and material options,  
 26 while at the same time strictly maintaining the OLD SKOOL Trade Dress and  
 27 ensuring the high quality that consumers have come to expect from Vans products.

28 57. Due to Vans' significant investments and efforts, in the United States



1 alone, Vans has sold hundreds of millions of shoes that incorporate the OLD SKOOL  
2 Trade Dress. Vans' U.S. sales of footwear bearing the OLD SKOOL Trade Dress  
3 have generated several billions of dollars in revenue.

4 58. Over the years, Vans has spent millions of dollars promoting the OLD  
5 SKOOL Trade Dress. Vans advertises and promotes footwear bearing the OLD  
6 SKOOL Trade Dress through a wide variety of traditional and non-traditional means,  
7 including print, television, and internet advertising, event sponsorship, and athlete  
8 endorsement, to name a few.

9 59. An advertisement published in 1994 for Vans shoes bearing the OLD  
10 SKOOL Trade Dress is attached as **Exhibit 5** and reproduced below:



1           60. Over 40 years since the introduction of the OLD SKOOL shoe, the OLD  
2 SKOOL Trade Dress remains immensely popular and continues to grow in popularity.  
3 A 2018 article in *W Magazine* named the OLD SKOOL as the “most popular shoe of  
4 the summer.”<sup>10</sup> Meanwhile, *GQ* remarked that the OLD SKOOL shoe had become  
5 “the go-to shoe for members of every fashion tribe.”<sup>11</sup> And an article in *Business*  
6 *Insider* observed that the OLD SKOOL shoe was “blowing up the fashion world” and  
7 had “surpassed its humble roots to become an icon in its own right.”<sup>12</sup> Copies of these  
8 articles and others are attached collectively as **Exhibit 6**.

9           61. The OLD SKOOL shoe is one of the most sought-after sneakers in the  
10 world. In 2017, Online fashion sales website Lyst found that the OLD SKOOL shoe  
11 was the No. 4 most searched sneaker in the world.<sup>13</sup> Meanwhile, according to a 2019  
12 research study by SEMrush, the Vans OLD SKOOL shoe was the No. 3 most popular  
13 sneaker search on Google in the United States within the previous 12 months.<sup>14</sup>

14           62. Over the years, shoes bearing Vans’ OLD SKOOL Trade Dress have  
15 been worn and popularized by countless athletes, pop stars, rappers, artists, and other  
16 influential celebrities, including Frank Ocean, Justin Bieber, Kanye, A\$AP Rocky,  
17 Tyler the Creator, Russell Westbrook, Julia Roberts, Paul Walker, Gwen Stefani,  
18 Miguel, Olivia Wilde, Kylie Jenner, and Kristen Stewart.

19           63. In addition, Vans’ OLD SKOOL Trade Dress has appeared in a variety  
20 of television shows and movies. By way of example only, Vin Diesel wore OLD  
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22 <sup>10</sup> <https://www.wmagazine.com/story/old-skool-vans-popular-sneaker-trend-2018>

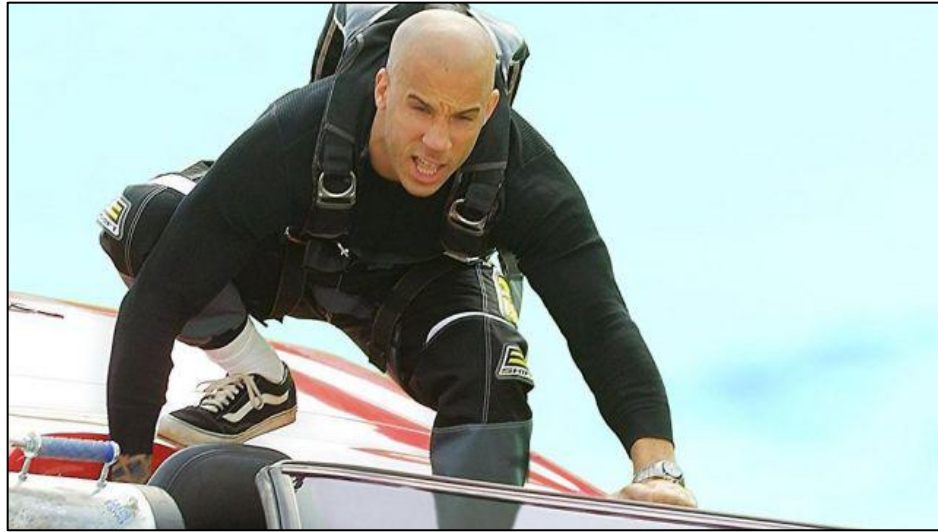
23 <sup>11</sup> <https://www.gq.com/story/how-vans-got-everyone-wearing-vans-again>

24 <sup>12</sup> <https://www.businessinsider.com/vans-old-skool-is-blowing-up-the-fashion-world-2017-3>

25 <sup>13</sup> <https://www.bizjournals.com/portland/news/2017/12/08/a-new-battleground-for-nike-and-adidas-the-10-most.html>

26 <sup>14</sup> <https://footwearnews.com/2019/focus/athletic-outdoor/top-10-most-searched-sneakers-air-max-97-1202770252/>

1 SKOOL shoes as Xander Cage in the 2002 film *xXx*, as depicted below:



11 64. The OLD SKOOL Trade Dress has also appeared in television shows  
12 such as *Friends*, *Modern Family*, *Animal Kingdom*, and *Ted Lasso*, and appeared on  
13 the feet of rapper Mac Miller in his music video “Good News,” G-Eazy in his music  
14 video “Power,” and Machine Gun Kelly in his music video “Bloody Valentine.” In  
15 short, the OLD SKOOL Trade Dress has become an iconic part of popular culture,  
16 which has driven increased demand for OLD SKOOL shoes and further strengthened  
17 the OLD SKOOL Trade Dress.

18 65. The combination of elements comprising the OLD SKOOL Trade Dress  
19 is distinctive, and the public recognizes and understands that the OLD SKOOL Trade  
20 Dress distinguishes and identifies genuine Vans brand shoes. As a result of Vans’  
21 extensive use of the OLD SKOOL Trade Dress, Vans has built up and now owns  
22 extremely valuable goodwill that is embodied by the OLD SKOOL Trade Dress.

23 **IV. VANS’ OLD SKOOL TODDLER TRADE DRESS**

24 66. In addition to the OLD SKOOL Trade Dress described above, Vans  
25 owns the rights to the “OLD SKOOL Toddler Trade Dress,” which consists of a  
26 distinctive combination of source-identifying elements, including: (1) the Vans Side  
27 Stripe Mark on the shoe upper; (2) a rubberized sidewall with a consistent height  
28 around the perimeter of the shoe; (3) the uppermost portion of the sidewall having a

1 three-tiered or grooved appearance; (4) a textured toe box outer around the front of  
2 the sidewall; (5) visible stitching; and (6) the placement and proportion of these  
3 elements in relation to one another.



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12 *Vans OLD SKOOL Toddler*

13 67. Vans sells toddler-sized shoes in certain styles. Vans' OLD SKOOL  
14 toddler shoes incorporate many of the same features and elements as Vans' regular  
15 OLD SKOOL shoes. However, the OLD SKOOL toddler shoes are smaller in size  
16 and incorporate hook-and-loop straps instead of laces. As a result, Vans' OLD  
17 SKOOL toddler shoes have a slightly different stitching and design pattern.

18 68. Nonetheless, Vans' OLD SKOOL Toddler Trade Dress benefits from the  
19 immense goodwill it gains from the OLD SKOOL Trade Dress, due to its common  
20 distinctive elements.

21 69. Vans' OLD SKOOL Toddler Trade Dress has also acquired secondary  
22 meaning individually through use and recognition in the marketplace. Vans first  
23 started selling OLD SKOOL shoes for toddlers, while incorporating the OLD SKOOL  
24 Toddler Trade Dress, in the 1990s. Since then, Vans has continuously manufactured,  
25 sold, and promoted shoes bearing the OLD SKOOL Toddler Trade Dress.

26 70. The combination of elements comprising the OLD SKOOL Toddler  
27 Trade Dress is nonfunctional, since the claimed trade dress is not essential to the use  
28 or purpose of the shoe and there is a plethora of alternative design options available

1 to Vans' competitors for a toddler's strapped sneaker.

2 71. Accordingly, Vans' OLD SKOOL Toddler Trade Dress, both  
3 individually and due to its familial relationship to the OLD SKOOL Trade Dress, has  
4 significant goodwill and conveys that the shoes originate from Vans.

5 **V. VANS' SK8-HI TRADE DRESS**

6 72. Another legendary Vans shoe is the SK8-HI, which Vans also introduced  
7 in the 1970s. Originally launched under the name "Style 38," the SK8-HI debuted  
8 just one year after the OLD SKOOL shoe. Inspired by the already popular OLD  
9 SKOOL shoe, the SK8-HI shoe was an instant hit with consumers and has remained  
10 a staple of Vans' footwear offerings for over 40 years.

11 73. Although inspired by Vans' OLD SKOOL shoe, the SK8-HI shoe has a  
12 high-top design. Vans' "SK8-HI Trade Dress" consists of a distinctive combination  
13 of source-identifying elements, including: (1) the Vans Side Stripe Mark on the shoe  
14 upper; (2) a rubberized sidewall with a consistent height around the perimeter of the  
15 shoe; (3) the uppermost portion of the sidewall having a three-tiered or grooved  
16 appearance; (4) a textured toe box outer around the front of the sidewall; (5) a ribbed  
17 collar formation that encircles the uppermost part of the shoe; (6) visible stitching,  
18 including separating the individual ankle collar corrugations; and (7) the placement  
19 and proportion of these elements in relation to one another.



28 *Vans SK8-HI*

1           74. Since first introducing the SK8-HI in the 1970s, Vans has continuously  
2 manufactured, sold, and promoted shoes bearing the SK8-HI Trade Dress.

3           75. The combination of elements comprising the SK8-HI Trade Dress is  
4 nonfunctional, in that it is not essential to the use or purpose of the shoe, it does not  
5 reduce the cost or improve the performance of the shoe, and its use by Vans does not  
6 put competitors at any significant non-reputation-related disadvantage. Vans'  
7 competitors have available a nearly infinite number of alternative designs they could  
8 use for a high-top sneaker.

9           76. Like the OLD SKOOL shoe, Vans has introduced the SK8-HI shoe in  
10 numerous colorways that still have the unmistakable look and feel of the SK8-HI  
11 Trade Dress. The consistent overall look of such SK8-HI colorways immediately lets  
12 consumers know that the shoe comes from Vans and that such product comes with  
13 Vans' reputation for authenticity, quality, and creative expression. For reference, a  
14 small fraction of Vans' colorways that bear the SK8-HI Trade Dress are depicted  
15 below:



1 77. The SK8-HI shoe has been the subject of numerous high-profile  
2 collaborations with designers, companies, and celebrities, including Marc Jacobs,  
3 Tyler the Creator/Golf Wang, Supreme, Stussy, Kenzo, The North Face, and Disney.  
4 These collaborations and limited-run releases have increased the prestige of SK8-HI  
5 shoes and broadened their appeal.

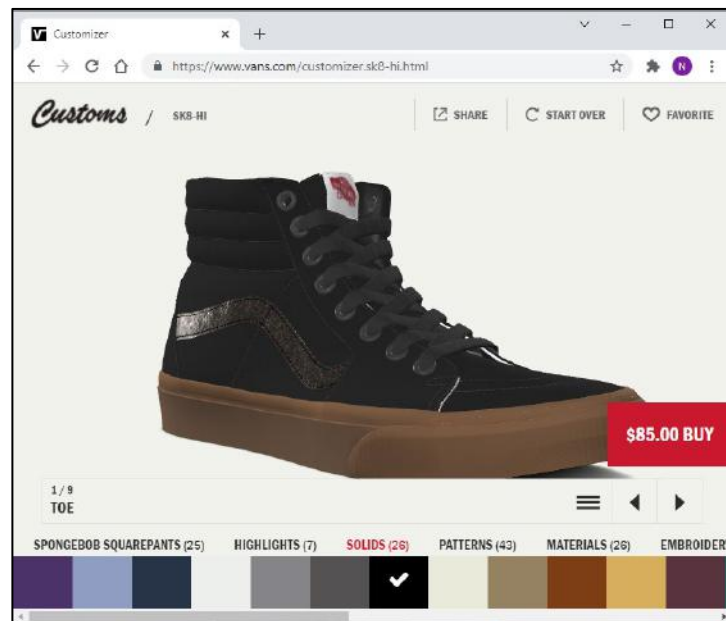


12 *Disney X Vans SK8-HI*



13 *Supreme X Vans SK8-HI*

14 78. Vans also offers consumers the opportunity to design their own unique  
15 SK8-HI colorways through “Vans Customs.” Through customization, Vans has  
16 allowed consumers to create new colorways of the SK8-HI shoe, while strictly  
17 maintaining the SK8-HI Trade Dress and ensuring that the quality of the customized  
18 designs meets Vans’ rigorous standards, as depicted below.



1 79. Due to Vans' significant investments and efforts, Vans has sold tens of  
2 millions of shoes that incorporate the SK8-HI Trade Dress in the United States alone.  
3 Vans' sales of footwear bearing the SK8-HI Trade Dress have generated billions of  
4 dollars in revenue.

5 80. Vans has spent millions of dollars promoting the SK8-HI Trade Dress.  
6 Vans advertises and promotes shoes bearing the SK8-HI Trade Dress through a wide  
7 variety of traditional and non-traditional means, including print, television, and  
8 internet advertising, event sponsorship, and athlete endorsement. An early  
9 advertisement for the SK8-HI shoe is attached as **Exhibit 7** and reproduced below:

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**HI-POWERED  
HI-TOPS!**

Listen to what Greg Hill is saying about Van's:

"You know what you need to win. You need traction, fit, and comfort. Van's knows what you need, too, and that's why the latest **Off the Wall** is the Hi-Powered Hi-Top."

Van's #38 is the newest in the finest collection of super BMX footwear. When you hit the trail, you need to depend on shoes that grip and pull you first to the finish. Van's #38 is our highest Hi-Top ever, with extra cushioning and support in the ankle and arch...right where it counts. The new toe ventilation keeps you cool, and the leather heel, toe, tongue, and eye stays assure long wear and durability. Van's exclusive waffle design sole is constructed with the super grip built right in. When you pump your pedals, you can feel the Van's difference ...the difference that makes you a champ.

And now, you can get the same great "Off the Wall" dependability in Van's new slip on. Ask to try a pair of the new #98's!

**VAN DOREN RUBBER COMPANY**  
704 E. Broadway  
Anahem, California 92805  
(714) 772-8270

**VANS**  
HANDCRAFTED AMERICAN MADE ATHLETIC FOOTWEAR



1           81. Like the OLD SKOOL, the SK8-HI shoe remains immensely popular  
2 and has been continuing to grow in popularity over 40 years after its introduction.  
3 For example, in a 2017 article, *GQ* lauded Vans' SK8-HI shoes as "instantly  
4 noticeable," "one of the more perfect sneakers ever created," and a shoe that "has  
5 been around for so long that it transcends the hamster wheel of the sneaker game,  
6 meaning they'll look cool today, tomorrow, and basically forever."<sup>15</sup> Copies of this  
7 article and other articles about the SK8-HI are attached collectively as **Exhibit 8**.

8           82. Over the years, shoes bearing Vans' SK8-HI Trade Dress have been  
9 worn and popularized by countless athletes, musicians, artists, and scores of other  
10 influential celebrities. Such individuals include everyone from skateboarder Steve  
11 Caballero in Vans' earlier days (pictured below) to individuals such as Justin Bieber,  
12 Kanye, Zac Efron, David Beckham, Chris Brown, Chloe Grace Moretz, Alessandra  
13 Ambrosio, and Kylie Jenner in more recent years.



26           *Skate legend Steve Caballero wearing the SK8-HI in 1985*

27  
28 <sup>15</sup> <https://www.gq.com/story/best-black-sneakers-high-tops>

1 83. Vans' SK8-HI Trade Dress has also appeared in movies, television  
2 shows, and music videos. As one example, singer Chris Brown danced in SK8-HI  
3 shoes in the 2015 music video for his song "Anyway," as depicted below:



15  
16 84. The combination of elements comprising the SK8-HI Trade Dress is  
17 distinctive, and the public recognizes and understands that the SK8-HI Trade Dress  
18 distinguishes and identifies genuine Vans brand shoes. Due to Vans' longstanding  
19 use of the SK8-HI Trade Dress for over 40 years, as well as Vans' extensive  
20 promotional efforts, Vans has developed and now owns significant goodwill  
21 embodied by the SK8-HI Trade Dress.

22 **VI. VANS' SK8-MID TODDLER TRADE DRESS**

23 85. Vans also owns the rights to the "SK8-MID Toddler Trade Dress," which  
24 consists of a distinctive combination of source-identifying elements, including: (1)  
25 the Vans Side Stripe Mark on the shoe upper; (2) a rubberized sidewall with a  
26 consistent height around the perimeter of the shoe; (3) the uppermost portion of the  
27 sidewall having a three-tiered or grooved appearance; (4) a textured toe box outer  
28 around the front of the sidewall; (5) a ribbed collar formation that encircles the

1 uppermost part of the shoe; (6) visible stitching, including separating the individual  
2 ankle collar corrugations; and (7) the placement and proportion of these elements in  
3 relation to one another.



11 *Vans SK8-MID Toddler*

12  
13 86. Vans' SK8-MID toddler shoes incorporate many of the same features  
14 and elements as Vans' SK8-HI shoes. However, the SK8-MID toddler shoes are  
15 smaller in size, are slightly lower on the ankle, and incorporate hook-and-loop straps  
16 instead of laces. As a result, Vans' SK8-MID toddler shoes have a slightly different  
17 stitching and design pattern.

18 87. Nonetheless, Vans' SK8-MID Toddler Trade Dress benefits from the  
19 immense goodwill it gains from the SK8-HI Trade Dress, due to its common  
20 distinctive elements.

21 88. Vans' SK8-MID Toddler Trade Dress has also acquired secondary  
22 meaning individually through use and recognition in the marketplace. Since at least  
23 2015, Vans has been selling SK8-MID shoes for toddlers, while incorporating the  
24 SK8-MID Toddler Trade Dress. Since then, Vans has continuously manufactured,  
25 sold, and promoted shoes bearing the SK8-MID Toddler Trade Dress.

26 89. The combination of elements comprising the SK8-MID Toddler Trade  
27 Dress is also nonfunctional, in that the claimed trade dress is not essential to the use  
28 or purpose of the shoe, and there are countless alternative design options available to

1 Vans’ competitors for a toddler’s mid or high-top shoe.

2 90. For these reasons, Vans’ SK8-MID Toddler Trade Dress, both  
3 individually and through its familial relationship to the SK8-HI Trade Dress, has  
4 significant goodwill and conveys that SK8-MID toddler shoes originate from Vans.

5 **VII. VANS’ CHECKERBOARD SLIP-ON SHOES**

6 91. Another iconic Vans shoe is the Vans’ Checkerboard Slip-On, a twin-  
7 gore slip-on with distinctive checkerboard patterns. Vans first launched “Style 98,”  
8 its slip-on silhouette, in 1977. Shortly thereafter, Vans started manufacturing its  
9 Checkerboard Slip-On shoe line, which incorporated checkerboard patterns on the  
10 slip-on silhouette. The shoes became instantly popular in Southern California.

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*Vans Checkerboard Slip-On shoes*

1           92. For over 40 years, Vans has now continuously manufactured, sold, and  
2 promoted its Checkerboard Slip-On shoes. The below photograph depicts the  
3 manufacturing and production of Vans' Checkerboard Slip-On shoes in the earlier  
4 days of the company:



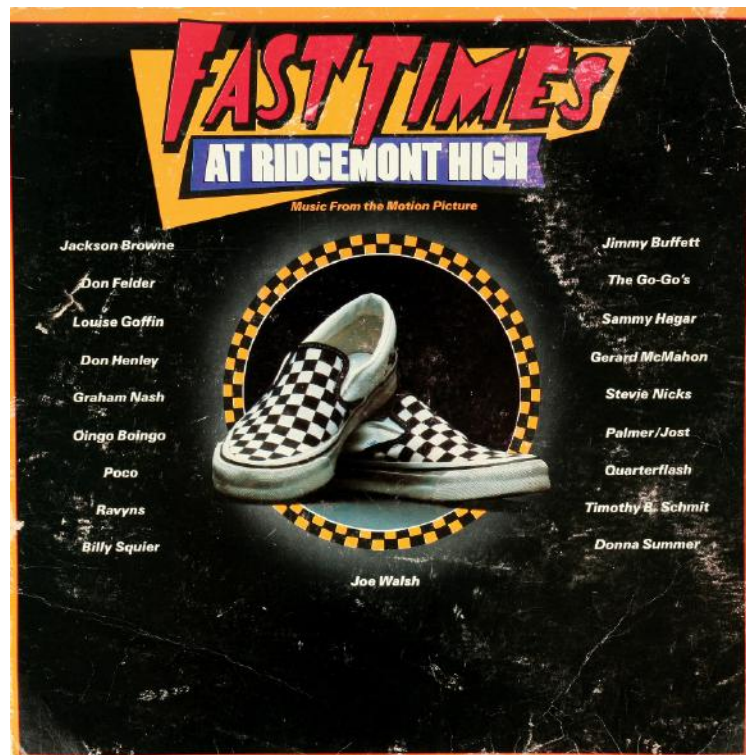
25           93. In 1982, Vans' Checkerboard Slip-On shoes exploded in popularity  
26 when they appeared in the movie "*Fast Times at Ridgemont High*." Actor Sean Penn  
27 wore Checkerboard Slip-Ons while playing the loveable part of Jeff Spicoli. After  
28 Sean Penn hand-selected the shoes for his character, Penn's Spicoli immortalized the

1 Checkerboard Slip-On in multiple scenes, including a scene where Spicoli famously  
2 unboxes the shoe from a Vans “Off the Wall” box:

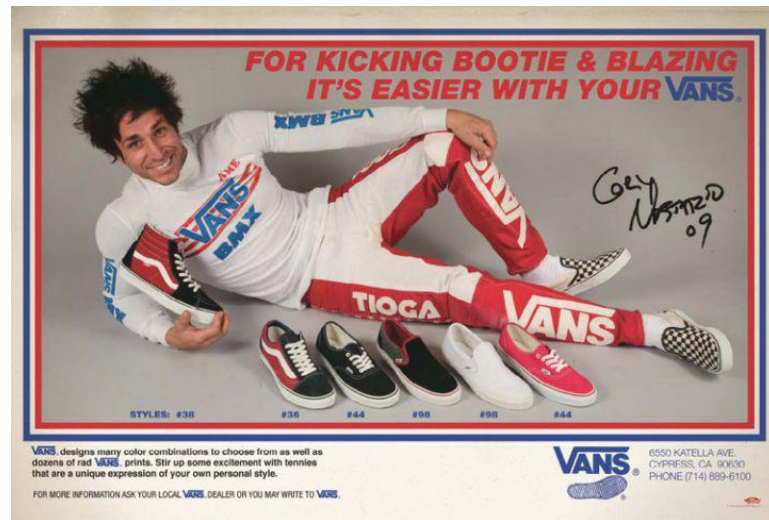


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94. Requests for Vans’ Checkerboard Slip-On shoes skyrocketed as soon as audiences saw the unboxing scene in the movie’s trailer. When “*Fast Times at Ridgemont High*” premiered, the Checkerboard Slip-On gained international attention and appeal, which only increased further when the shoes were then featured prominently on the cover of the film’s soundtrack:



1 95. Since their introduction, Vans has spent millions of dollars promoting its  
2 Checkerboard Slip-On shoes and their distinctive look. Representative print  
3 advertisements that display the Checkerboard Slip-On shoes are attached as **Exhibit 9**  
4 and included below:



23 96. Vans' promotional efforts, along with the originality of the design and  
24 Vans' consistent enforcement of its intellectual property rights in the shoe, have made  
25 the Checkerboard Slip-Ons a best-seller. Vans has sold many millions of pairs of the  
26 shoe in the United States. Vans' sales of the Checkerboard Slip-Ons have generated  
27 billions of dollars in revenue.

28 97. When Vans co-founder Paul Van Doren recently passed away, *The Los*

1 *Angeles Times* remarked that Vans' Checkerboard Slip-On shoe "almost  
2 singlehandedly – make that singlefootedly – set the company on its way to becoming  
3 a multibillion-dollar action sports brand, and it's as instantly identifiable a piece of  
4 branding as Nike's swoosh."<sup>16</sup>

5 98. Decades after its introduction, the Checkerboard Slip-On shoe line  
6 remains immensely popular. In 2011, actress Kristen Stewart literally cemented  
7 Vans' Checkerboard Slip-On shoes into pop culture history when she famously wore  
8 a pair to her Hollywood Walk of Fame ceremony:<sup>17</sup>



26 <sup>16</sup> [https://www.latimes.com/lifestyle/story/2021-05-11/look-back-vans-signature-  
27 styles-epic-collaborations](https://www.latimes.com/lifestyle/story/2021-05-11/look-back-vans-signature-styles-epic-collaborations)

28 <sup>17</sup> [https://www.thecut.com/2011/11/kristen\\_stewart\\_wore\\_checkered.html](https://www.thecut.com/2011/11/kristen_stewart_wore_checkered.html)



1           99. In 2016, singer Frank Ocean grabbed headlines when he wore a pair of  
2 the shoes to the White House for President Obama’s state dinner:<sup>18</sup>



17           100. Vans’ Checkerboard Slip-Ons have similarly been worn and popularized  
18 in recent years by other celebrities, including Justin Bieber, Ty Dolla \$ign, Russell  
19 Westbrook, Jennifer Lawrence, Gwen Stefani, Ryan Reynolds, Jared Leto, Kylie  
20 Jenner, and Kourtney Kardashian.

21           101. The fame and popularity of Vans’ Checkerboard Slip-Ons are further  
22 evidenced by third party publications and media coverage, in which the shoe is  
23 routinely referred to as a “cultural icon,”<sup>19</sup> “iconic,”<sup>20</sup> and “an iconic symbol in  
24

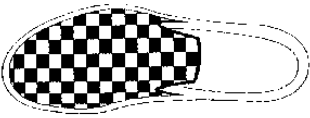


25 <sup>18</sup> <https://www.sneakerfreaker.com/news/frank-ocean-wore-vans-slip-ons-to-a-whitehouse-state-dinner>

26 <sup>19</sup> <https://www.esquire.com/style/mens-fashion/a19841930/vans-checkerboard-slip-on-endorsement/>

27 <sup>20</sup> <https://www.forbes.com/sites/abrambrown/2015/11/23/how-vans-shoes-became->  
28

1 footwear.”<sup>21</sup>

2 102. Vans has taken proactive steps to protect its valuable trade dress and  
3 trademark rights associated with its Checkerboard Slip-On shoes. Vans owns all  
4 right, title, and interest in multiple federal trademark registrations issued by the United  
5 States Patent and Trademark Office, including:

6 Trademark	U.S. Reg. No.	Reg. Date	Relevant Goods/Services
7 	1,583,727	February 20, 1990	<i>Class 25</i> : Shoes
8 	5,070,471	November 1, 2016	<i>Class 25</i> : Footwear, namely, 9 twin-gore slip-on shoes.
10 	5,070,470	November 1, 2016	<i>Class 25</i> : Footwear, namely, 11 twin-gore slip-on shoes.

12 103. A copy of the Certificates of Registration for Vans’ above marks are  
13 attached as **Exhibit 10** (Reg. No. 1,583,727), **Exhibit 11** (Reg. No. 5,070,471), and  
14 **Exhibit 12** (Reg. No. 5,070,470).

15 104. All of Vans’ above registrations relating to its Checkerboard Slip-Ons  
16 are valid and subsisting on the Principal Register, and have been since their respective  
17 registration dates.

18 105. Vans’ earliest federal trademark registration, Reg. No. 1,583,727, issued

19 [a-quiet-fashion-juggernaut/?sh=1debd583994a](https://www.drifthouse.com/blogs/drift-house-blog-spot/the-birth-of-and-icon-the-vans-checkerboard-slip-o/)

20 <sup>21</sup> [https://www.drifthouse.com/blogs/drift-house-blog-spot/the-birth-of-and-icon-the-](https://www.drifthouse.com/blogs/drift-house-blog-spot/the-birth-of-and-icon-the-vans-checkerboard-slip-o/)  
21 [vans-checkerboard-slip-o/](https://www.drifthouse.com/blogs/drift-house-blog-spot/the-birth-of-and-icon-the-vans-checkerboard-slip-o/)  
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1 by the United States Patent and Trademark Office on February 20, 1990 (with a first  
2 use in commerce date of June 1982), is incontestable. As such, this registration is  
3 conclusive evidence of the validity of the mark, Vans' ownership of the mark, and  
4 Vans' exclusive right to use the mark in connection with shoes in the United States.

5 106. Similarly, Vans' two subsequent federal trademark registrations, Reg.  
6 Nos. 5,070,471 and 5,070,470, which were issued by the United States Patent and  
7 Trademark Office on November 1, 2016 (with a first use in commerce date of June  
8 1982), are also incontestable. As such, Reg. Nos. 5,070,471 and 5,070,470 are also  
9 conclusive evidence of the validity of the marks, Vans' ownership of the marks, and  
10 Vans' exclusive right to use the marks in connection with twin-gore slip-on shoes in  
11 the United States.

12 107. Vans also owns common law trade dress rights associated with its  
13 Checkerboard Slip-On shoes. As applicable in this lawsuit, Vans' "Checkerboard  
14 Slip-On Trade Dress" consists of a distinctive combination of source-identifying  
15 elements, including: (1) checkerboard pattern on the upper portion of a twin-gore slip-  
16 on shoe, including on the vamp; (2) a rubberized sidewall with a consistent height  
17 around the perimeter of the shoe; (3) the uppermost portion of the sidewall having a  
18 three-tiered or grooved appearance; (4) a textured toe box outer around the front of  
19 the sidewall; and (5) the placement and proportion of these elements in relation to one  
20 another.

21 108. Vans' Checkerboard Slip-On Trade Dress is non-functional. The design  
22 features embodied by the Checkerboard Slip-On Trade Dress are not essential to the  
23 function or purpose of the shoe, they do not reduce the cost or improve the  
24 performance of the shoe, and their use by Vans does not put competitors at any  
25 significant non-reputation-related disadvantage. In other words, the design features  
26 of the Checkerboard Slip-On Trade Dress are not a competitive necessity; rather, such  
27 design features serve no purpose other than as an identifier of source.

28 109. As used in this Complaint, Vans' three federal trademark registrations

1 relating to its Checkerboard Slip-Ons (Reg. Nos. 1,583,727, 5,070,471 and 5,070,470)  
2 and Vans' common law rights in the Checkerboard Slip-On Trade Dress are  
3 collectively referred to as the "Checkerboard Slip-On Marks."

4 110. In recognition of the distinctiveness and source-identifying nature of  
5 Vans' Checkerboard Slip-On Marks, third party publications and news reports  
6 acknowledge that the checkerboard design on a twin-gore slip-on shoe is "instantly  
7 identifiable" as coming from Vans,<sup>22</sup> and that such Marks are an "unmistakable" piece  
8 of branding "as identifiable as the Louis Vuitton monogram print."<sup>23</sup>

9 111. Thanks to Vans' dedication to providing high quality and highly original  
10 shoes using the Checkerboard Slip-On Marks, as well Vans' extensive marketing and  
11 years of hard work, Vans' trademarks and trade dress associated with its  
12 Checkerboard Slip-On shoes have been an instantly recognizable source-identifier for  
13 decades.

14 112. Vans has further strengthened the Checkerboard Slip-On Marks by  
15 applying distinctive checkerboard trademarks and trade dress to Vans' other apparel  
16 and products, including on sandals, socks, T-shirts, sweatshirts, pants, shorts, jackets,  
17 and hats, among other products. Vans owns a host of additional U.S. Trademark  
18 Registrations for use of checkerboard in connection with other Vans branded  
19 products. Such registrations include U.S. Reg. Nos. 4,792,837 (issued August 18,  
20 2015), 5,888,832 (issued October 22, 2019), 6,031,142 (issued April 7, 2020),  
21 6,168,135 (issued October 6, 2020), 6,230,277 (issued December 22, 2020),  
22 6,248,317 (issued January 19, 2021), and 6,451,276 (issued August 17, 2021). Copies  
23 of the Certificates of Registration for each of these marks are attached collectively as  
24 **Exhibit 13.**




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27 <sup>22</sup> <https://www.latimes.com/lifestyle/story/2021-05-11/look-back-vans-signature-styles-epic-collaborations>

28 <sup>23</sup> <https://stockx.com/news/checkered-vans-a-brief-history/>

1 113. Accordingly, Vans' Checkerboard Slip-On Marks embody substantial  
 2 consumer goodwill that drive not just sales of Vans' Checkerboard Slip-On shoes, but  
 3 also sales of related products, such as Vans' other shoes and apparel.

4 **VIII. VANS' ADDITIONAL U.S. TRADEMARK REGISTRATIONS**

5 114. In addition to Vans' trademarks and trade dress rights identified above,  
 6 Vans owns further U.S. Trademark Registrations pertinent to this action. Namely,  
 7 Vans owns all right, title, and interest in the three additional U.S. Trademark  
 8 Registrations identified below:

Trademark	U.S. Reg. No.	Reg. Date	Relevant Goods/Services
	5,320,384	October 31, 2017	<b>Class 25:</b> Footwear
	6,451,279	August 17, 2021	<b>Class 25:</b> Footwear
	6,436,779	August 3, 2021	<b>Class 25:</b> Footwear

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23 115. Copies of the Certificates of Registration for these marks are attached as  
 24 **Exhibit 14** (Reg. No. 5,320,384), **Exhibit 15** (Reg. No. 6,451,279), and **Exhibit 16**  
 25 (Reg. No. 6,436,779). These trademark registrations are valid and subsisting on the  
 26 Principal Register and have been since their respective registration dates.  
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1           116. First, U.S. Trademark Reg. Nos. 5,320,384 covers a mark that consists  
2 of a distinctive stitching pattern on a sneaker, including “two parallel stitched lines  
3 set across the top of a shoe toe vamp running from midsole to midsole with a slight  
4 curve set into the space between the two eye stays; and two identical parallel curved  
5 stitched lines on both sides of the shoe running from center of the midsole to the side  
6 of the toe vamp parallel stitched lines, and both curved lines form an angle  
7 approximately below the first eyelet on each side of the shoe.” The mark is depicted  
8 by the bold dotted lines below (the fine broken lines are not part of the mark):



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*U.S. Reg. No. 5,320,384*

24           117. This distinctive stitching design, which includes two parallel stitched  
25 lines that cut all the way across the shoe’s upper (and that are set far back on the toe  
26 vamp near the bottom of the laces), is unique to Vans and embodies significant  
27 goodwill. The mark is also nonfunctional, in that it is not essential to the use or  
28 purpose of the shoe and there are countless alternative design options available to  
Vans’ competitors for stitching on a sneaker.

29           118. Vans has continuously manufactured, sold, and promoted footwear that  
30 included this mark since at least 1977. During that time, Vans has engaged in  
31 extensive promotion of footwear that included the stitching pattern embodied in this  
32 mark. For these reasons, the mark covered by U.S. Reg. No. 5,320,384 has attained  
33 secondary meaning among consumers, and consumers associate such stitching

1 pattern, including the pattern of two stitched lines running all the way across the toe  
2 vamp, uniquely with Vans.

3 119. Next, U.S. Trademark Reg. Nos. 6,451,279 covers a “checkerboard  
4 pattern applied to the side panels” of a low top sneaker. Since at least as early as  
5 1980, Vans has been applying checkerboard pattern on the side panels of low top  
6 sneakers, including the OLD SKOOL shoe. One example of Vans’ use of this mark  
7 is included below:



13 120. One of Vans’ most popular products that bears this mark is the OLD  
14 SKOOL Rainbow Checkerboard shoe, as depicted below:



21 121. For the past four-plus decades, Vans has continuously manufactured,  
22 sold, and promoted footwear that included this mark. Vans has also engaged in  
23 extensive promotion of shoes bearing this mark, including through print, television,  
24 and internet advertising.

25 122. Through its widespread use and promotion, Vans has achieved  
26 secondary meaning for this mark. The mark covered by Reg. No. 6,451,279 is non-  
27 functional, in that it serves no purpose other than an assurance that Vans is the source  
28 of the product.

1 123. Finally, U.S. Trademark Reg. No. 6,436,779 covers a “checkerboard  
2 pattern applied to the side panels” of a high-top sneaker. Since at least as early as  
3 1980, Vans has been applying checkerboard pattern on the side panels of high-top  
4 sneakers, including SK8-HI shoes (and later the SK8-MID in toddler sizes). Several  
5 examples of Vans’ uses of Reg. Nos. 6,436,779 are depicted below:



22 124. For decades, Vans has continuously manufactured, sold, and promoted  
23 footwear that included this mark. Vans has also engaged in extensive promotion of  
24 shoes bearing this mark, including through print, television, and internet advertising.

25 125. The mark covered by Reg. No. 6,436,779 is non-functional, in that it  
26 serves no purpose other than an assurance that Vans is the source of the product.

27 126. Accordingly, through its widespread use and promotion, Vans has  
28 achieved significant secondary meaning for this mark.



1 **IX. VANS MAINTAINS STRICT CONTROL OVER AND VIGOROUSLY**  
2 **DEFENDS ITS TRADEMARKS AND TRADE DRESS RIGHTS**

3 127. Vans maintains strict quality control standards for its footwear. Vans  
4 goes to great lengths to ensure that its genuine Vans products are designed for  
5 durability and comfort, and that they are inspected and approved by Vans prior to  
6 distribution and sale. Due to these efforts by Vans, consumers and potential  
7 purchasers have come to expect high quality goods from Vans and such trust is  
8 reinforced when they see high quality Vans shoes in public.

9 128. Vans not only strictly monitors the quality of the products that it sells,  
10 but also carefully determines where the products are released, when the products are  
11 released, and how the products are released.

12 129. Vans also devotes significant time and resources to stopping  
13 infringement of its valuable trademarks and trade dress rights. Vans' enforcement  
14 actions are varied and multifaceted, ranging from attempts to reach an informal  
15 resolution to full-scale litigation. Vans has spent millions of dollars defending its  
16 valuable intellectual property rights, including those rights at issue in this lawsuit.

17 **X. DEFENDANTS AND THEIR UNLAWFUL USE OF VANS'**  
18 **INTELLECTUAL PROPERTY**

19 130. In contrast to Vans, Defendants sought to skip the significant  
20 investments required to develop original, authentic, and high-quality shoes, and  
21 instead chose to free ride off Vans' reputation and popularity. Defendants did so by  
22 starting to sell copycat versions of Vans' shoes, aimed at overlapping consumers,  
23 while willfully infringing Vans' trademarks and trade dress rights.

24 ***Walmart's Scheme to Copy Vans' Shoes Through its In-House Labels***

25 131. Walmart is a multinational retail chain. It distributes a wide variety of  
26 products both through its massive network of retail stores and through the Walmart  
27 Website (<https://www.walmart.com/>).  
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1           132. In 2018, Walmart announced a strategy to develop new in-house fashion  
2 labels so that it could start selling more “on-trend styles” of clothing and shoes.<sup>24</sup> On  
3 information and belief, Walmart developed this strategy since “selling private label  
4 brands is more profitable for Walmart than name brands.”<sup>25</sup> With its announcement,  
5 Walmart launched four new in-house clothing labels, including “Time and Tru” for  
6 women and “Wonder Nation” for children.

7           133. As part of the same strategy, in Fall 2019, Walmart announced the  
8 creation of another in-house label, “No Boundaries” for men.<sup>26</sup>

9           134. On information and belief, at all times relevant to this Complaint, the  
10 Time and Tru, No Boundaries, and Wonder Nation brands were wholly owned,  
11 operated, and controlled by Walmart.

12           135. As recognized by one retail industry insider, up to 2018, Walmart had  
13 “not had any real success as the lead in fashion.”<sup>27</sup> Despite many years of attempts,  
14 “Walmart ha[d] long struggled to find a meaningful fashion niche in apparel beyond  
15 basic, commodity goods like t-shirts, jeans and socks.”<sup>28</sup> Indeed, Walmart’s many  
16 failures to develop successful, fashionable clothing lines had been previously  
17 described as Walmart’s “perennial Achilles heel.”<sup>29</sup> On information and belief,  
18 Walmart sought to turn around these disappointing results through its Time and Tru,  
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20 <sup>24</sup> [https://footwearnews.com/2018/shop/shoes/walmart-fashion-brands-wonder-  
21 nation-kids-time-and-tru-terra-sky-509103/](https://footwearnews.com/2018/shop/shoes/walmart-fashion-brands-wonder-nation-kids-time-and-tru-terra-sky-509103/)

22 <sup>25</sup> [https://www.cnn.com/2020/09/21/business/walmart-private-label-  
23 clothing/index.html](https://www.cnn.com/2020/09/21/business/walmart-private-label-clothing/index.html)

24 <sup>26</sup> <https://hypebeast.com/2019/8/no-boundaries-walmart-fall-lookbook>

25 <sup>27</sup> [https://www.usatoday.com/story/money/2018/02/27/walmart-doubles-down-  
26 fashion/374511002/](https://www.usatoday.com/story/money/2018/02/27/walmart-doubles-down-fashion/374511002/)

27 <sup>28</sup> [https://www.forbes.com/sites/barbarathau/2018/02/28/walmarts-new-private-  
28 fashion-brands-signal-courtship-of-its-more-affluent-tech-grocery-shoppers/](https://www.forbes.com/sites/barbarathau/2018/02/28/walmarts-new-private-fashion-brands-signal-courtship-of-its-more-affluent-tech-grocery-shoppers/)

<sup>29</sup> [https://www.forbes.com/2010/06/10/wal-mart-fashion-retail-markets-retailwire-  
braintrust.html](https://www.forbes.com/2010/06/10/wal-mart-fashion-retail-markets-retailwire-braintrust.html)

1 No Boundaries, and Wonder Nation brands.

2 136. On information and belief, as part of its initial footwear offerings through  
3 its Wonder Nation brand, Walmart sold the below sneakers, which looked very  
4 different than its current Vans knockoffs:



15 137. On information and belief, Walmart’s initial offerings through its new  
16 in-house brands failed to meet Walmart’s expectations for profitability and failed to  
17 meet consumers’ expectations in terms of style and originality.

18 138. On information and belief, within the past few years, Walmart was aware  
19 of the tremendous success that Vans had achieved with its OLD SKOOL and SK8-HI  
20 shoes and made the conscious decision to trade off the goodwill of—and piggyback  
21 on—Vans’ iconic shoes.



22 139. Instead of innovating and competing fairly, Walmart chose to take  
23 unlawful shortcuts by designing, producing, importing, marketing, distributing,  
24 offering for sale, and selling an entire slate of Vans knockoffs. Examples of  
25 Walmart’s Infringing Footwear are depicted below, along with information about  
26 Vans’ asserted trademarks and/or trade dress rights that each violates:

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<p style="text-align: center;"><b>WALMART INFRINGING FOOTWEAR</b></p>	<p style="text-align: center;"><b>SIDE STRIPE Mark<sup>30</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>OLD SKOOL Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>SK8-HI Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 6,451,279 (Checker Side Panel on Low Top)</b></p>
 <p style="text-align: center;"><i>“Time and Tru” Women’s Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>“Time and Tru” Women’s Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	

<sup>30</sup> Includes U.S. Trademark Registration Nos. 2,177,772, 2,170,961, and 2,172,482, and common law rights.


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 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	


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 <p style="text-align: center;"><i>“Wonder Nation” Girls’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	<b>X</b>
 <p style="text-align: center;"><i>“Wonder Nation” Childrens’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	

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 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>“Wonder Nation” Girls’ Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	

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 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		
 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		





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 <p style="text-align: center;"><i>“Wonder Nation” Boys’ Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		
 <p style="text-align: center;"><i>“Wonder Nation” Toddler Shoe</i></p>	<p><b>X</b></p>		<p><b>X</b></p>			

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 <p style="text-align: center;"><i>“Wonder Nation” Toddler Shoe</i></p>	<p><b>X</b></p>		<p><b>X</b></p>			
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<p style="text-align: center;"><b>WALMART INFRINGING FOOTWEAR</b></p>	<p style="text-align: center;"><b>SIDE STRIPE Mark<sup>30</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>OLD SKOOL Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>SK8-HI Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 6,451,279 (Checker Side Panel on Low Top)</b></p>
 <p style="text-align: center;"><i>“No Boundaries” Men’s and Women’s Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>“No Boundaries” Men’s Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	

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<p style="text-align: center;"><b>WALMART INFRINGING FOOTWEAR</b></p>	<p style="text-align: center;"><b>SIDE STRIPE Mark<sup>30</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>OLD SKOOL Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>SK8-HI Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 6,451,279 (Checker Side Panel on Low Top)</b></p>
 <p style="text-align: center;"><i>"No Boundaries" Men's Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>"No Boundaries" Men's Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	


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<p style="text-align: center;"><b>WALMART INFRINGING FOOTWEAR</b></p>	<p style="text-align: center;"><b>SIDE STRIPE Mark<sup>30</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>OLD SKOOL Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>SK8-HI Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 6,451,279 (Checker Side Panel on Low Top)</b></p>
 <p style="text-align: center;"><i>"No Boundaries" Men's Shoe</i></p>	<b>X</b>	<b>X</b>			<b>X</b>	
 <p style="text-align: center;"><i>"No Boundaries" Men's Shoe</i></p>	<b>X</b>			<b>X</b>		

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 <p style="text-align: center;"><i>“No Boundaries” Men’s Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		
 <p style="text-align: center;"><i>“No Boundaries” Men’s Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		

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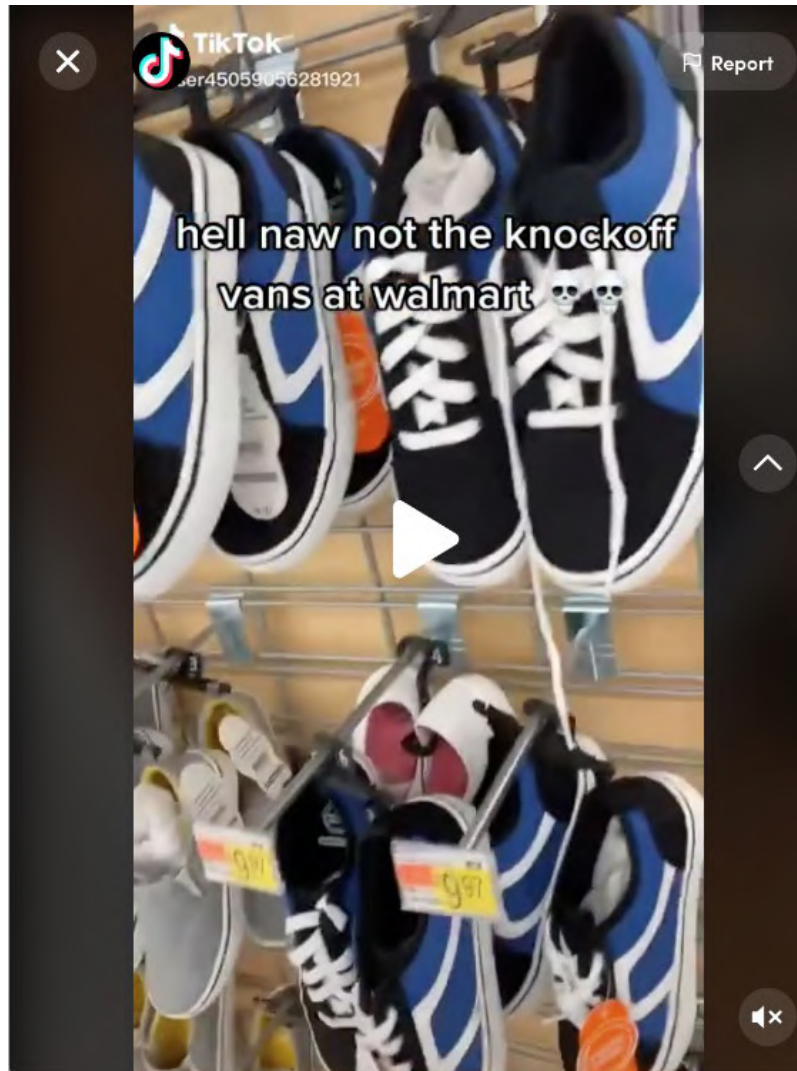
<p style="text-align: center;"><b>WALMART INFRINGING FOOTWEAR</b></p>	<p style="text-align: center;"><b>SIDE STRIPE Mark<sup>30</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>OLD SKOOL Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>SK8-HI Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 6,451,279 (Checker Side Panel on Low Top)</b></p>
 <p style="text-align: center;"><i>“No Boundaries” Men’s Shoe</i></p>	<p><b>X</b></p>			<p><b>X</b></p>		

140. The scope of Walmart’s infringement cannot be overstated. Over the course of several months, Walmart first introduced the “Time and Tru” Women’s shoe and then gradually introduced **over twenty** additional knockoffs in a concerted, systematic, and escalating campaign to rip off Vans’ shoes in broad-brush fashion.

141. On information and belief, Walmart has truly flooded the market with its cheap, poorly made, and confusingly similar knockoff shoes. Walmart sells the infringing shoes in its thousands of retail stores across the United States and through its online website (<https://www.walmart.com/>). Walmart sells the shoes for prices between \$9.97 and \$18.64, before tax. Printouts of Walmart’s website pages for some of the above infringing shoes are attached collectively as **Exhibit 17**. A representative

1 image of these infringing shoes displayed in Walmart's retail stores is attached as  
2 **Exhibit 18.**

3 142. On information and belief, Walmart also previously sold additional  
4 colorways of the same designs. For example, earlier this year, a consumer posted the  
5 below colorway of Walmart's OLD SKOOL knockoff on TikTok (with an appropriate  
6 caption), even though the colorway does not currently appear for sale by Walmart:  
7



25 143. Walmart adopted its infringing shoe designs well after Vans acquired the  
26 trademarks and trade dress rights asserted herein, and long after Vans established  
27 itself as one of the most popular footwear companies in the world.  
28

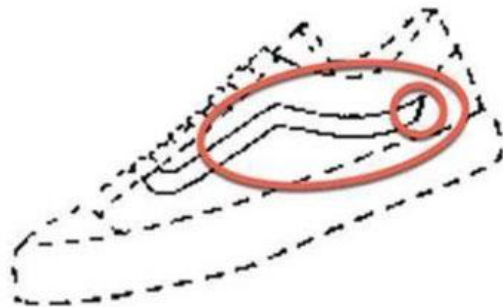


1 ***Walmart’s Intentional Copying of Vans’ Trademarks and Trade Dress Rights***

2 144. There is nothing coincidental about Walmart’s infringing shoes. On  
3 information and belief, Walmart’s infringing shoe designs are calculated and  
4 intentional knockoffs of Vans’ footwear products, designed to intentionally confuse  
5 consumers as to their source by mimicking the Vans’ trade dress.

6 145. For example, each of the infringing shoes sold by Walmart’s in-house  
7 labels incorporates a mark on the shoe upper that is confusingly similar to Vans’ Side  
8 Stripe Mark. Notably, Walmart applies its imitation side stripe mark across all of its  
9 knockoff OLD SKOOL and SK8-HI shoes, *i.e.*, in the same way that Vans’ uses the  
10 actual Side Stripe Mark on its genuine versions of OLD SKOOL and SK8-HI shoes.

11 146. On its infringing shoes, Walmart blatantly copies at least two-thirds of  
12 the Side Stripe Mark, as well as the exact sizing and placement of the Mark on the  
13 shoe upper. A comparison between Vans’ U.S. Trademark Registration No.  
14 2,177,772 and Walmart’s confusingly similar mark is included below:



20  
21 *Reg. No. 2,177,772*



22  
23 *Walmart Time and Tru*

24 147. Starting at the back of the shoe, the Walmart side stripe is angled and  
25 “cut off” by the semi-circular heel cap (inner red circle); the side stripe then curves  
26 up following the shoe collar and proceeds in a straight direction down the eyestay  
27 reinforcement (outer oval) at which point the Side Stripe Mark curves up and  
28 Walmart’s stripe angles downward. In addition, Walmart’s side stripe mark is  
substantially the same width and size as Vans’ Side Stripe Mark.

1 148. As shown in the above comparison, Walmart’s side stripe is confusingly  
 2 similar to Vans’ Side Stripe Mark even when compared side by side. When  
 3 encountered at separate times, as most consumers will do in the marketplace or in the  
 4 post-sale context, the parties’ respective designs are even more confusing.

5 149. Second, Walmart’s infringing shoes deliberately incorporate the  
 6 distinctive features of the OLD SKOOL Trade Dress, SK8-HI Trade Dress, and OLD  
 7 SKOOL Toddler Trade Dress.

8 150. Through its in-house labels, Walmart started selling over a dozen  
 9 knockoff versions of Vans’ OLD SKOOL shoes. Walmart’s various low-top shoes  
 10 imitate every element of the OLD SKOOL Trade Dress, as illustrated below:



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16 *Vans Old Skool*



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18 *Walmart’s Infringing  
“No Boundaries” Shoe*

<b>Vans’ OLD SKOOL Trade Dress</b>	<b>Walmart’s Infringing Footwear</b>
Side Stripe Mark on the shoe upper	Yes – use of confusingly similar mark
Rubberized sidewall with a consistent height around the perimeter of the shoe	Yes
Uppermost portion of sidewall having a three-tiered or grooved appearance	Yes
Textured toe box outer around the front of the sidewall	Yes
Visible stitching, including where the eyestay meets the vamp	Yes
Relative placement and proportion of elements	Yes

1 151. Walmart’s knockoff versions of Vans’ OLD SKOOL shoes go even  
2 further by also infringing upon U.S. Trademark Reg. No. 5,320,384, which covers  
3 Vans’ distinctive stitching pattern on a low-top sneaker:



11 *Reg. No. 5320384*



12  
13 *Close-up of Toe Cap  
14 On “Time and Tru” Shoe*

15 152. In addition to copying Vans’ OLD SKOOL Trade Dress and the mark  
16 embodied in Reg. No. 5320384, Walmart copies additional features of the OLD  
17 SKOOL shoe, including the exact color schemes used by Vans, the overall shape of  
18 the shoes, and the silhouette of the shoe. Walmart’s copying of these additional  
19 features further confirms Walmart’s intent to copy Vans’ products and trade on Vans’  
20 reputation, increasing the likelihood consumers will be confused.

21 153. As one example, Walmart has intentionally replicated the color scheme  
22 of the Rainbow Checkerboard OLD SKOOL:  
23  
24  
25  
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28



*Vans Old Skool - Rainbow Checkerboard*



*“Wonder Nation” Girls’ Shoe*

1 154. With regard to its high-top shoes, Walmart’s knockoff shoes similarly  
 2 imitate every element of the SK8-HI Trade Dress, as shown below:



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11 *Vans SK8-HI*

12 *Walmart’s Infringing*  
13 *“No Boundaries” Shoe*

Vans’ SK8-HI Trade Dress	Walmart’s Infringing Footwear
Side Stripe Mark on the shoe upper	Yes – use of confusingly similar mark
Rubberized sidewall with a consistent height around the perimeter of the shoe	Yes
Uppermost portion of sidewall having a three-tiered or grooved appearance	Yes
Textured toe box outer around the front of the sidewall	Yes
Ribbed collar formation that encircles the uppermost part of the shoe	Yes
Visible stitching, including separating the individual ankle collar corrugations	Yes
Relative placement and proportion of elements	Yes

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26 155. Beyond these elements, Walmart also copies the exact color schemes  
 27 used by Vans for its SK8-HI shoes, the overall shape of the shoes, and the silhouette.  
 28 Walmart’s copying of these features further demonstrates Walmart’s intent to copy

1 Vans' SK8-HI shoes and increases the likelihood consumers will be confused. For  
2 reference, another comparison between Vans' SK8-HI shoes and one of Walmart's  
3 knockoff versions is depicted below:



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20 156. For its toddler sized shoes, Walmart likewise imitates every element of  
21 the OLD SKOOL Toddler Trade Dress:



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28 *Vans OLD SKOOL Toddler*



*Walmart's "Wonder Nation" Shoe*

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<b>Vans OLD SKOOL Toddler Trade Dress</b>	<b>Walmart’s Infringing Footwear</b>
Side Stripe Mark on the shoe upper	Yes – use of confusingly similar mark
Rubberized sidewall with a consistent height around the perimeter of the shoe	Yes
Uppermost portion of sidewall having a three-tiered or grooved appearance	Yes
Textured toe box outer around the front of the sidewall	Yes
Visible stitching	Yes
Relative placement and proportion of elements	Yes

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157. Walmart also copies additional features of Vans’ OLD SKOOL Toddler shoes beyond these elements. For example, Walmart copies specific color schemes used by Vans, the overall shape of the shoes, and the silhouette. Once again, Walmart’s copying of these features further demonstrates Walmart’s deliberate intent to copy Vans’ OLD SKOOL Toddler shoes and trade on Vans’ reputation, increasing the likelihood that consumers will be confused.

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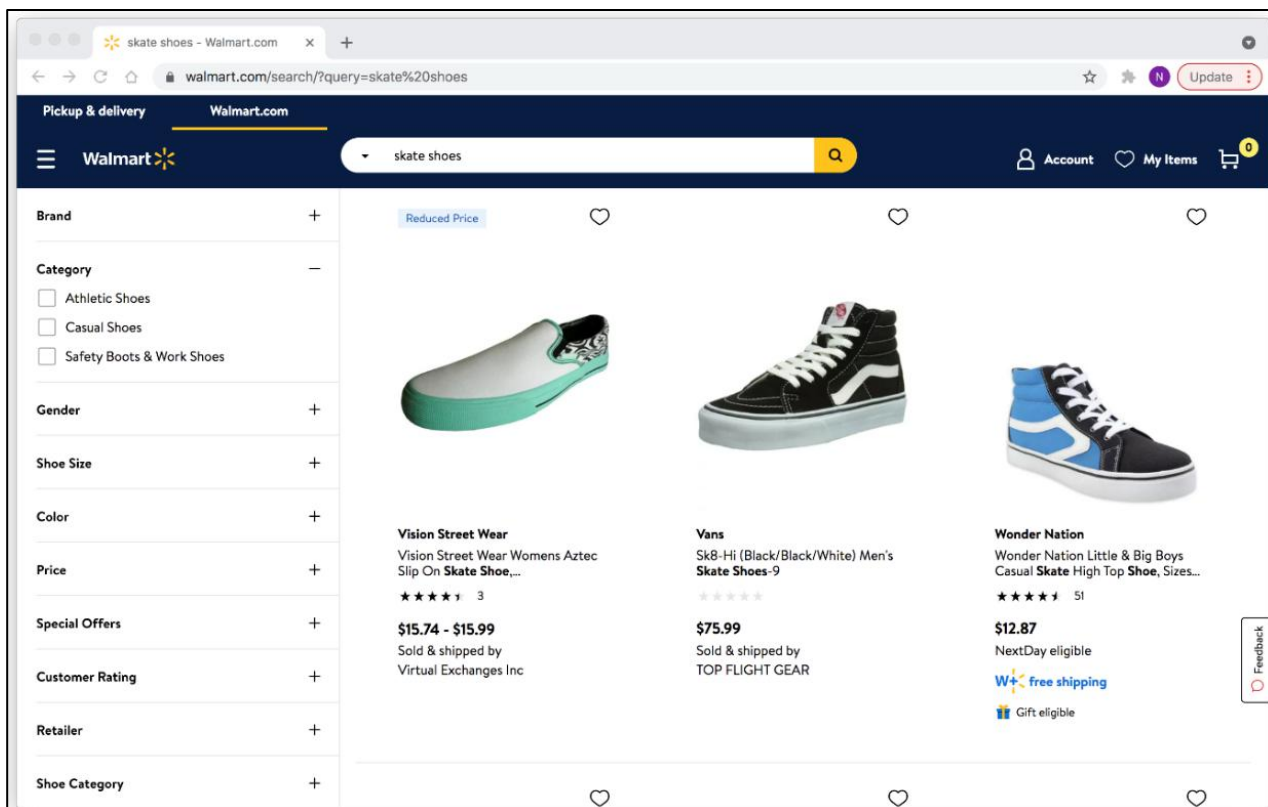
158. Due to Walmart’s extensive copying and misappropriation, Walmart’s Infringing Footwear falsely suggests and is likely to cause the mistaken impression that Vans is the source of such infringing shoes, that Vans is owned by or controlled

1 by Walmart, that Vans has approved the Infringing Footwear, that Vans has licensed  
 2 its intellectual property rights for use by Walmart, and/or that Walmart is otherwise  
 3 affiliated with or connected with Vans or Vans’ products.

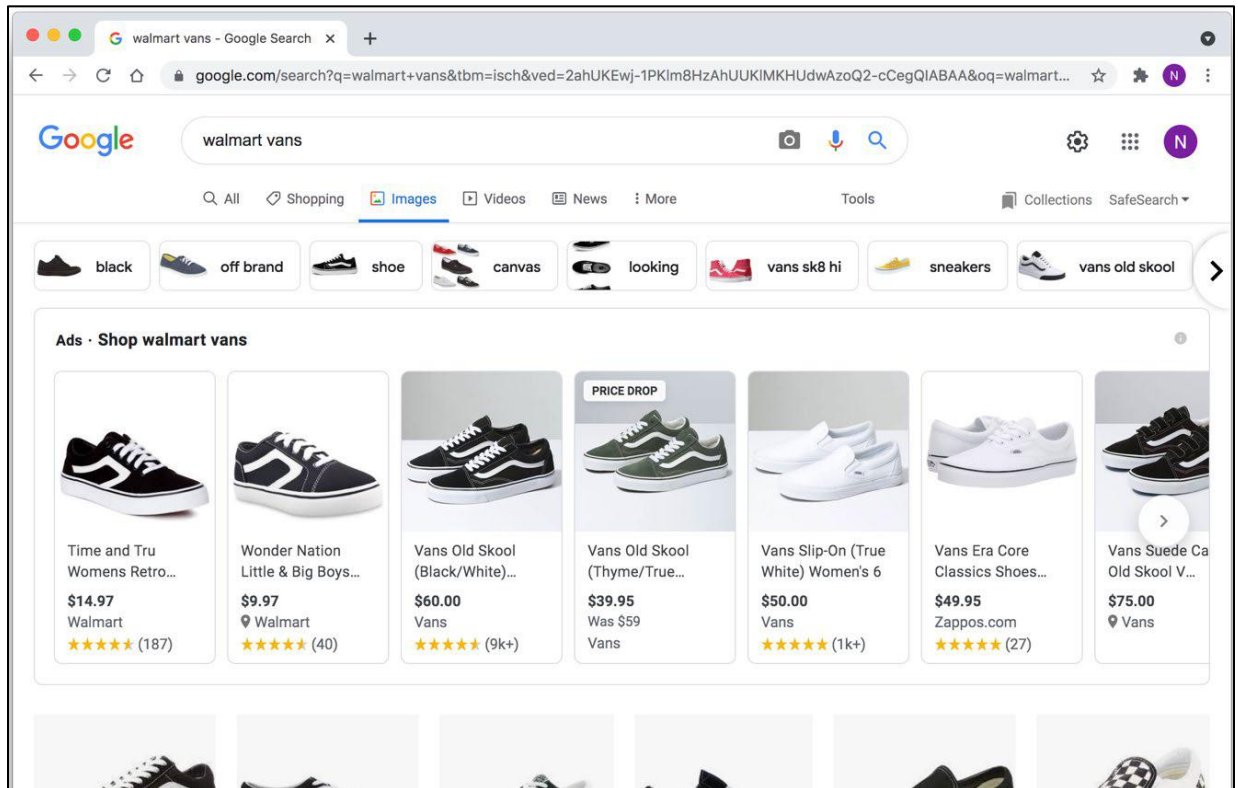
4 ***Walmart’s Additional Attempts to Associate Its Products with Vans***

5 159. Beyond mimicking the design of Vans’ shoes, Walmart takes additional,  
 6 affirmative steps to try to associate itself and its infringing shoes with Vans. As an  
 7 example, Walmart intentionally markets all of its infringing shoes as either “Skate”  
 8 or “Retro” sneakers in an attempt to suggest a connection with Vans’ products, which  
 9 found fame in the 1970s in the skateboarding community of Southern California.

10 160. On its website, Walmart also purports to sell genuine Vans products  
 11 alongside its infringing knockoff shoes in a misleading manner. As a result, a search  
 12 for “skate shoes” on Walmart’s website can lead the consumer to search results such  
 13 as the following, which may lead consumers to believe falsely that Walmart’s  
 14 infringing Wonder Nation shoe is another colorway of the SK8-HI shoe next to it:  
 15



1 161. On information and belief, Walmart also uses Google AdWords and  
 2 other advertising methods in connection with the Infringing Footwear to deceive  
 3 consumers into believing they are purchasing a product made by, sponsored by,  
 4 approved by, or otherwise associated with Vans. For instance, searching for the words  
 5 “walmart” and “vans” on Google can lead to deceptive search results that include  
 6 Walmart’s Infringing Footwear rather than genuine Vans:



22 162. Unfortunately, Walmart’s deceptive marketing tactics do not stop there.  
 23 Walmart also enlists endorsers and influencers to promote its products, including its  
 24 subject infringing shoes, via other websites or social media platforms. Walmart does  
 25 so through its “Walmart.com Affiliates Program.” On information and belief,  
 26 Walmart’s “affiliates” receive compensation in the form of monetary payment for  
 27 reviewing and publicizing Walmart’s products, including the subject infringing shoes.  
 28 On information and belief, Walmart is well aware that many of its affiliates promote



1 and endorse Walmart's Infringing Footwear by (1) openly referring to Vans while  
2 promoting them, (2) explicitly selling them as "Van dupes" or "Vans knockoffs,"  
3 and/or (3) intentionally trying to divert potential customers away from Vans by  
4 suggesting that the prestige of Vans' shoes can be acquired without paying Vans'  
5 normal prices. Representative examples of these deceptive tactics by Walmart's  
6 affiliates are attached collectively as **Exhibit 19** and some are reproduced below:



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**THE LOOK** *for way less*

**\$60** *Vans*      **\$14** *Walmart*

threaded.steals.deals.dupes

threaded.steals.deals.dupes  
 XDUPEX  
 Vans dupes for a fraction of the cost at @walmart and I'm here for it! If you watch my stories (which you should- the best deals get posted there daily!) then you caught a first look at these yesterday! Now, the question is- do I really need all three?! 🤔🤔

3 ways to shop these Walmart finds:  
 1 Download the FREE @liketoknow.it app and search "Threaded" and click follow  
 2 Click the link in my bio  
 3 Use the following link in a web browser <http://liketk.it/35baU>

#thelookforless #dupes

27 likes  
 JANUARY 5

Add a comment... Post

Find 'vans dupes' on TikTok

tiktok.com/@daisy\_dupes/video/6917412681783823622?is\_from\_webapp=v1&q=van...

daisy\_dupes  
 Daisy\_dupes · 1-13

Follow

Vans shoes D U P E 🤔 #dupes #lookforless #shoeswag #foryou #fashion #ontrend #affordablesneakers

🎵 It's Tricky - RUN DMC

32 ❤️ 1 💬

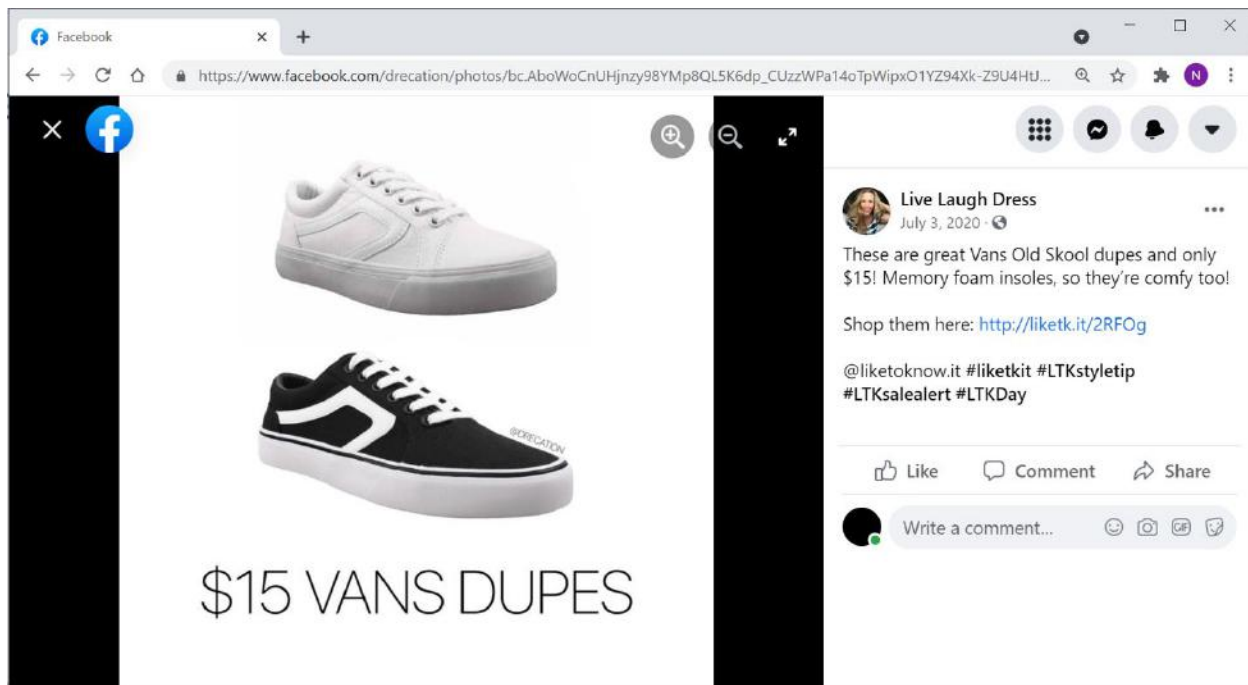
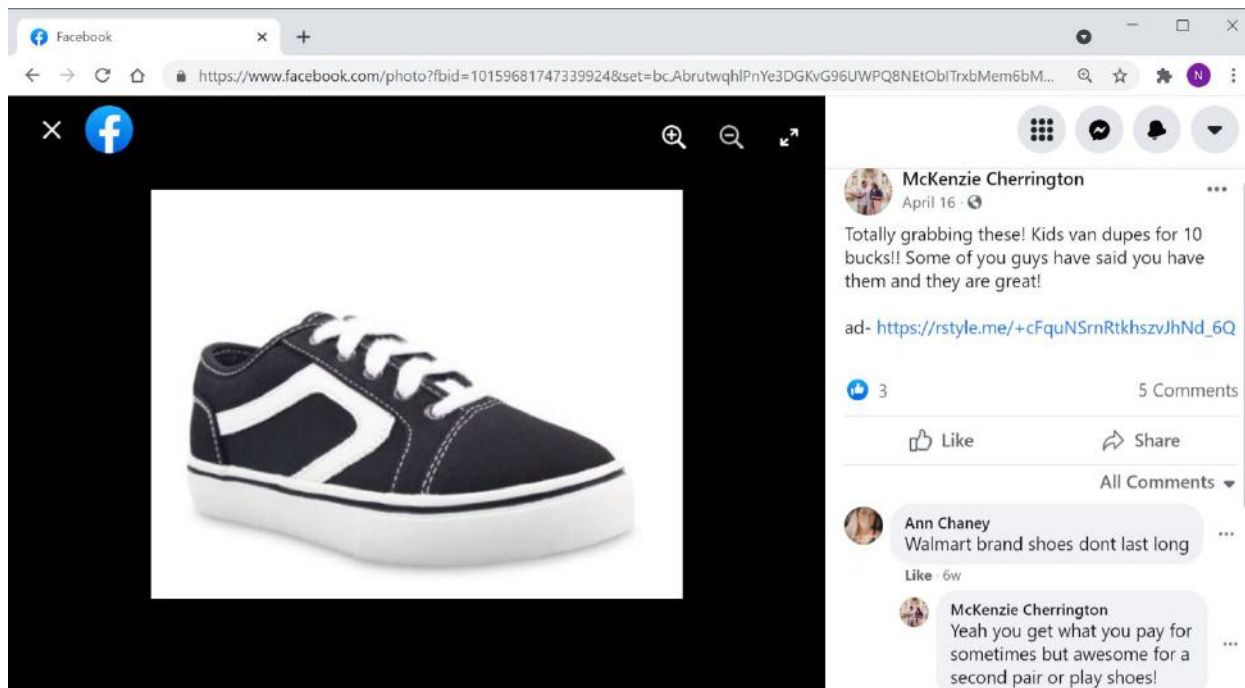
Share to Facebook, YouTube, Pinterest, Twitter, WhatsApp, Messenger

[https://www.tiktok.com/@daisy\\_dupes/video/6917412681783823622?is\\_from\\_webapp=v1&q=van...](https://www.tiktok.com/@daisy_dupes/video/6917412681783823622?is_from_webapp=v1&q=van...) Copy link

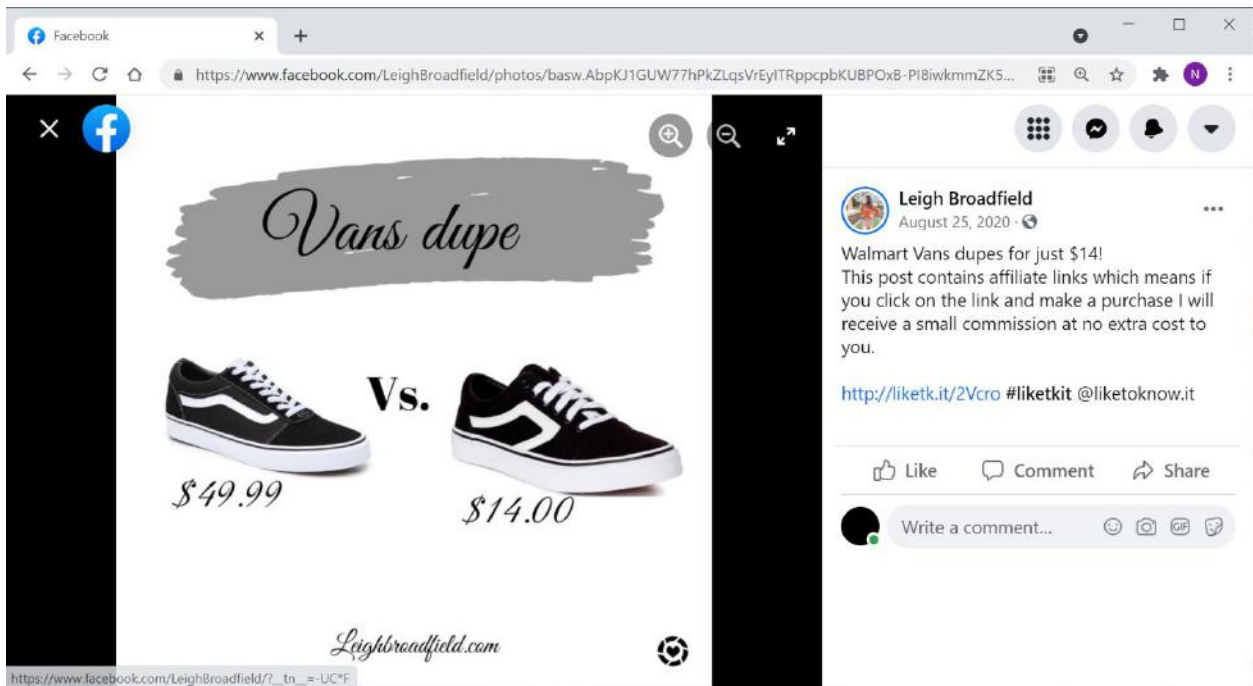
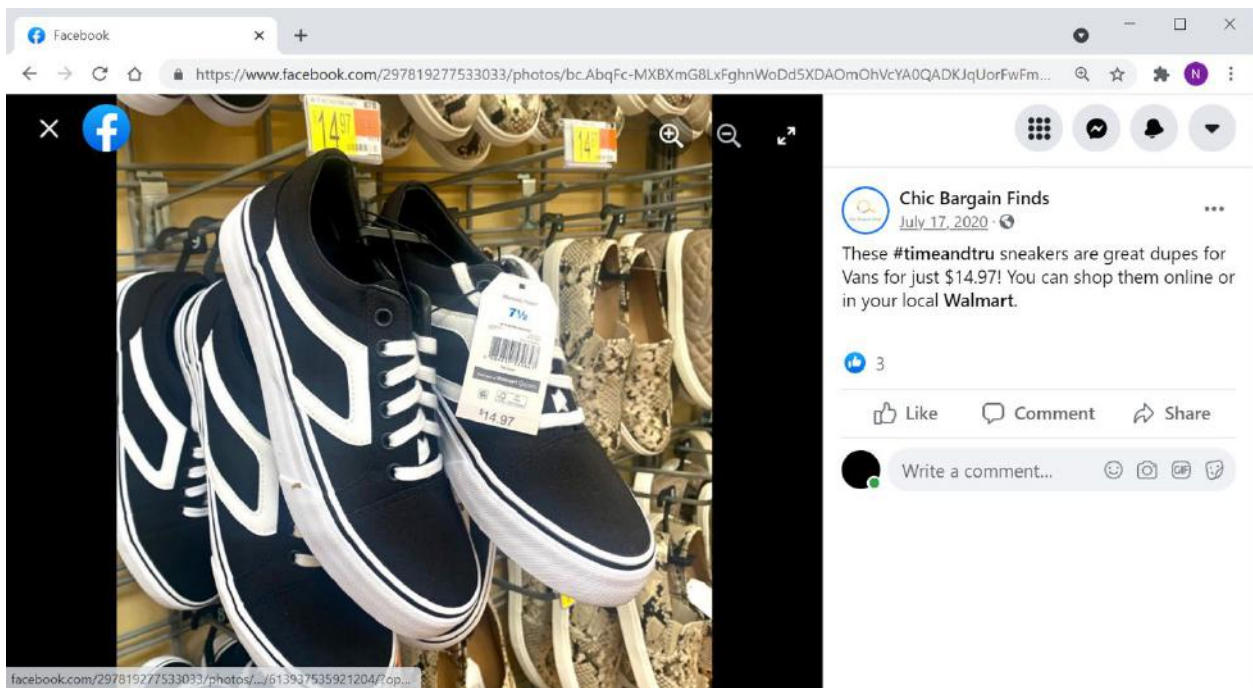
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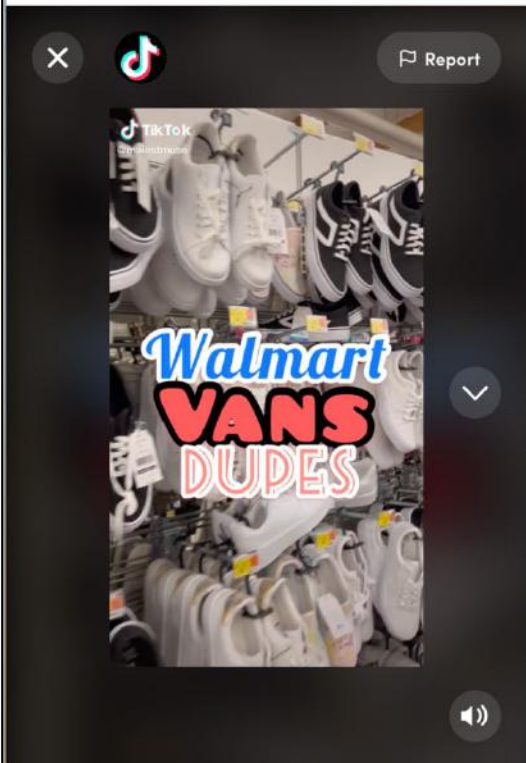
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Find 'walmart vans' on TikT... x

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**mainstmuse**  
MainStMuse · 2-25

Follow

@walmart Vans Dupes...linked in bio! #walmart #walmartfinds #walmartfashion #vans #dupes #shoes #style #beauty #trend #fyp #fashion

Holy - Justin Bieber

139 1

Share to

<https://www.tiktok.com/@mainstmuse/video/69332611652...> Copy link

**Sierra DiOrio**  
I love these!! I usually get my white tennis sneakers from here because they are like 6\$

4-1 Reply

Add comment...



walmartfindskids · Follow

walmartfindskids Sharing a little high top Vans dupe for the boys! These are just \$12.87 in-store and online. They come 2 other colors in little boys size 12 up to a 6. I also linked a low top toddler version over on walmartfinds.com/kids if you wanna check them both out! @walmartfinds #walmart #walmartfinds #wonderation

15h

walmartfindskids .

#walmartshopping #walmartdeals #walmartfinds #walmartkids

74 likes

15 HOURS AGO

Add a comment...

Post

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Passionate Penny Pincher  
September 2 at 8:55 PM · 🌐

🛒 VANS DUPES ONLY \$7?? WOW!

If you're looking for a pair of sneakers that look like Vans but cost WAYYYY LESS, look no further than these cute Walmart retro shoes! My friend Mary found them for just \$7 at her store and they regularly sell for under \$15 online, which is still a steal compared to \$60 for real Vans! =====>> <https://passionatepennypincher.com/vans-shoes-sale/>

👍🤔👉 10 3 Comments

👍 Like    💬 Comment    ➦ Share

Most Relevant ▾

Author  
Passionate Penny Pincher  
They have memory foam, too!

Write a comment... 📷 📺 🗨️ 🗑️



liketk.it

**Van Dupe \$15!**

Van dupes for only \$15

Ashley Abatiello  
26 followers

Follow

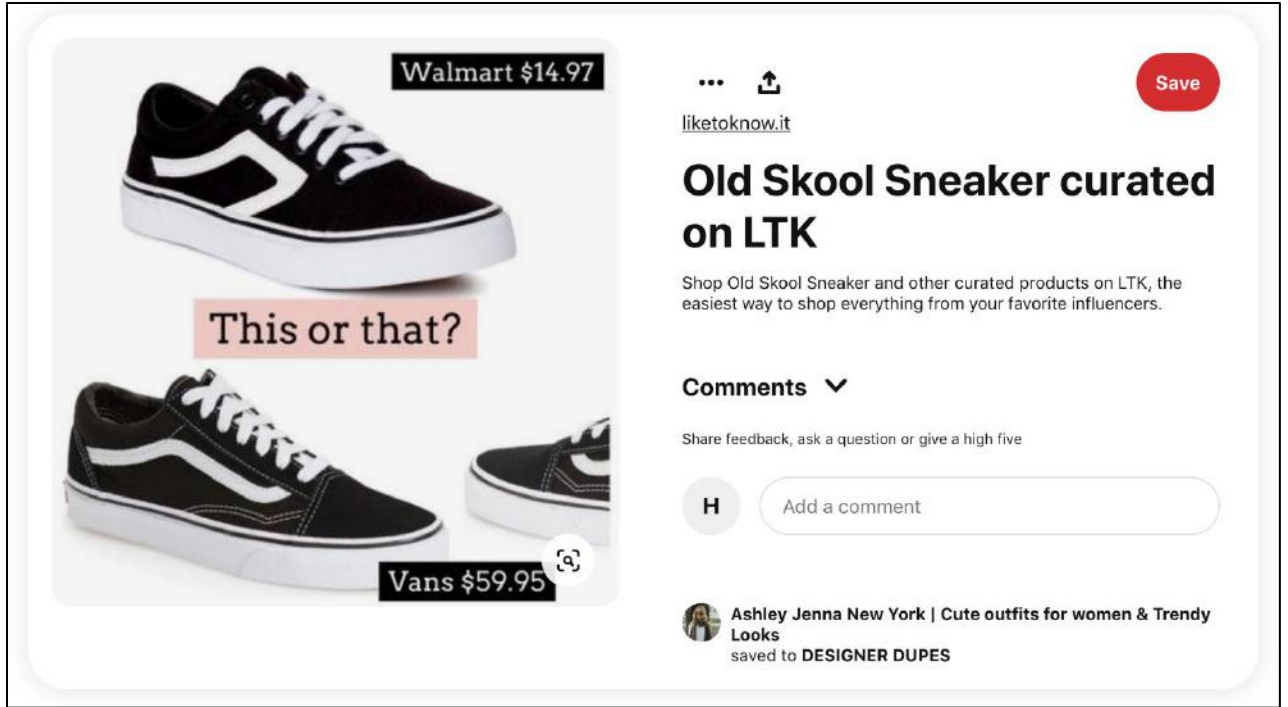
Comments ▾

Share feedback, ask a question or give a high five

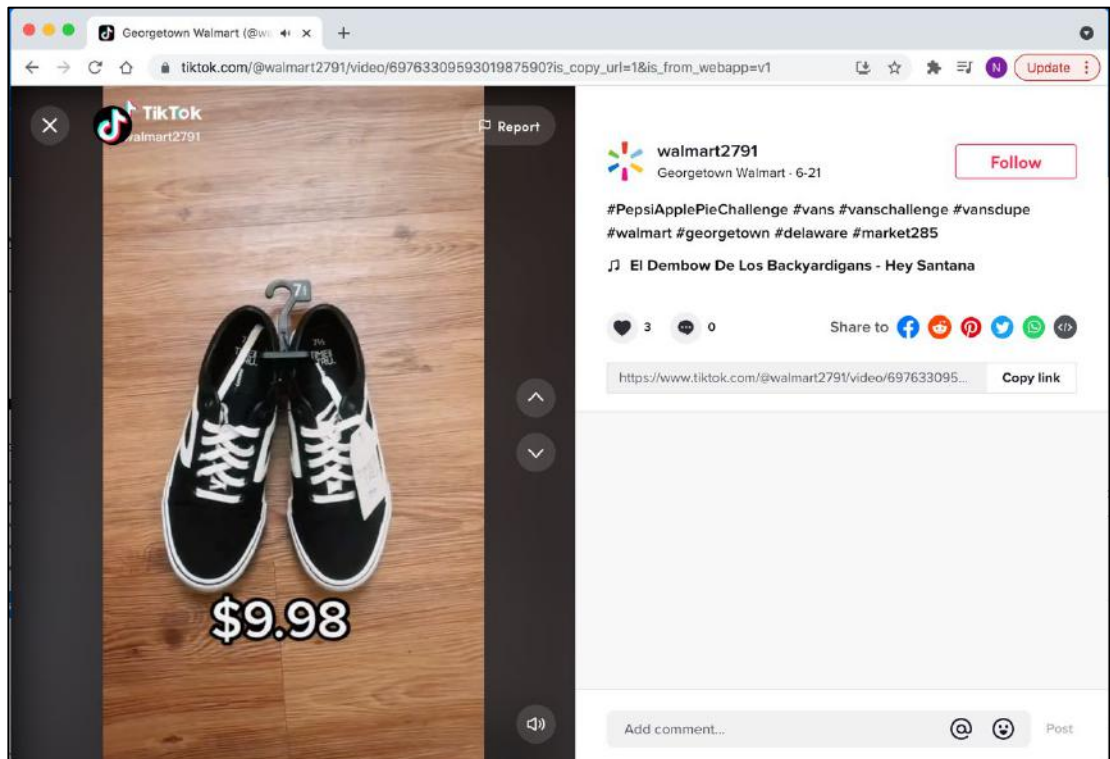
H Add a comment

Ashley Abatiello saved to Walmart Finds

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163. Indeed, even Walmart’s account for its Walmart Supercenter in Georgetown, Delaware (Walmart Store 2791) openly sells the Infringing Footwear by invoking the Vans brand:



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***Walmart Causes Actual Confusion in the Marketplace***

164. Consumers have already been confused and deceived into believing that Walmart’s infringing shoes are made by, sponsored by, connected to, licensed by, or otherwise associated with Vans. Representative examples of actual confusion are attached as **Exhibit 20** and reproduced below:





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the\_snozzz  
Ayush Patel · 5-2

Follow

Watch til the end 🤔🤔🤔 #verdict #liftingshoes #vans #walmart #affordable #fitness #gymtok #gym #fitnessjourney #deadlift #bodybuilding #pros #cons #surprising #review

🎵 She Share Story (for Vlog) - 山口夕依

1575 48 Share to

Copy link

ani balaji  
Didn't even know Walmart sells vans  
5-2 Reply 7

Ayush Patel · Creator  
well bro they not actually vans they just knockoffs of real vans  
5-2 Reply 3

View more replies (1)

Derron B. Chand  
DRIPPY 哈哈哈哈  
2

Add comment...

★★★★★ 8/13/2020

As good as name brands like VANS air walk

I ve wanted to get a pair of shoes like this aka classic sneakers but didn't want to pay over \$30 dollars for a pair of shoes. Saw these at Walmart mistook them for vans looked up on walmart.com saw the price and great ratings and decided to get them. The final price was \$16ish - bought in store. They are great people asked me even if they were vans. I've had a pair of airwalks

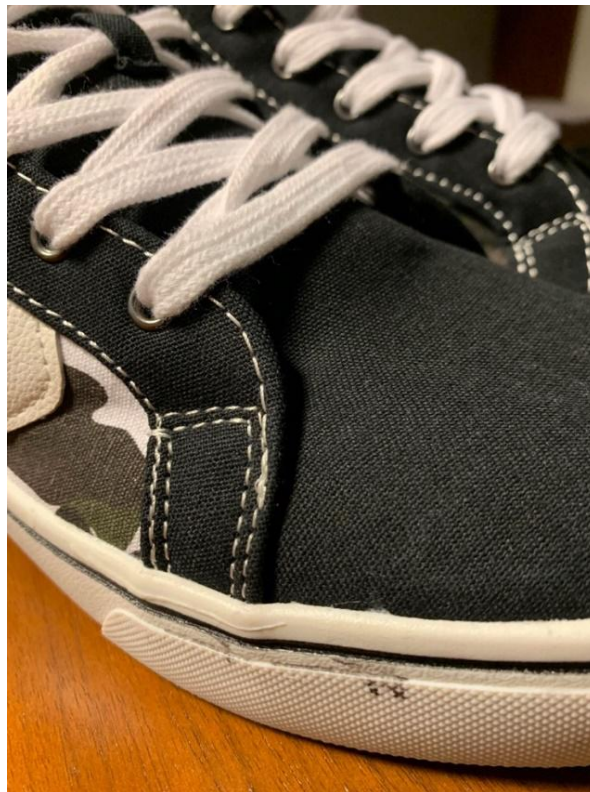
kaylee12

1 165. Unless stopped, Walmart’s Infringing Footwear will continue to cause  
2 confusion in the marketplace, including but not limited to initial interest confusion,  
3 confusion at the point of purchase, post-sale confusion, and confusion in the  
4 secondary market.

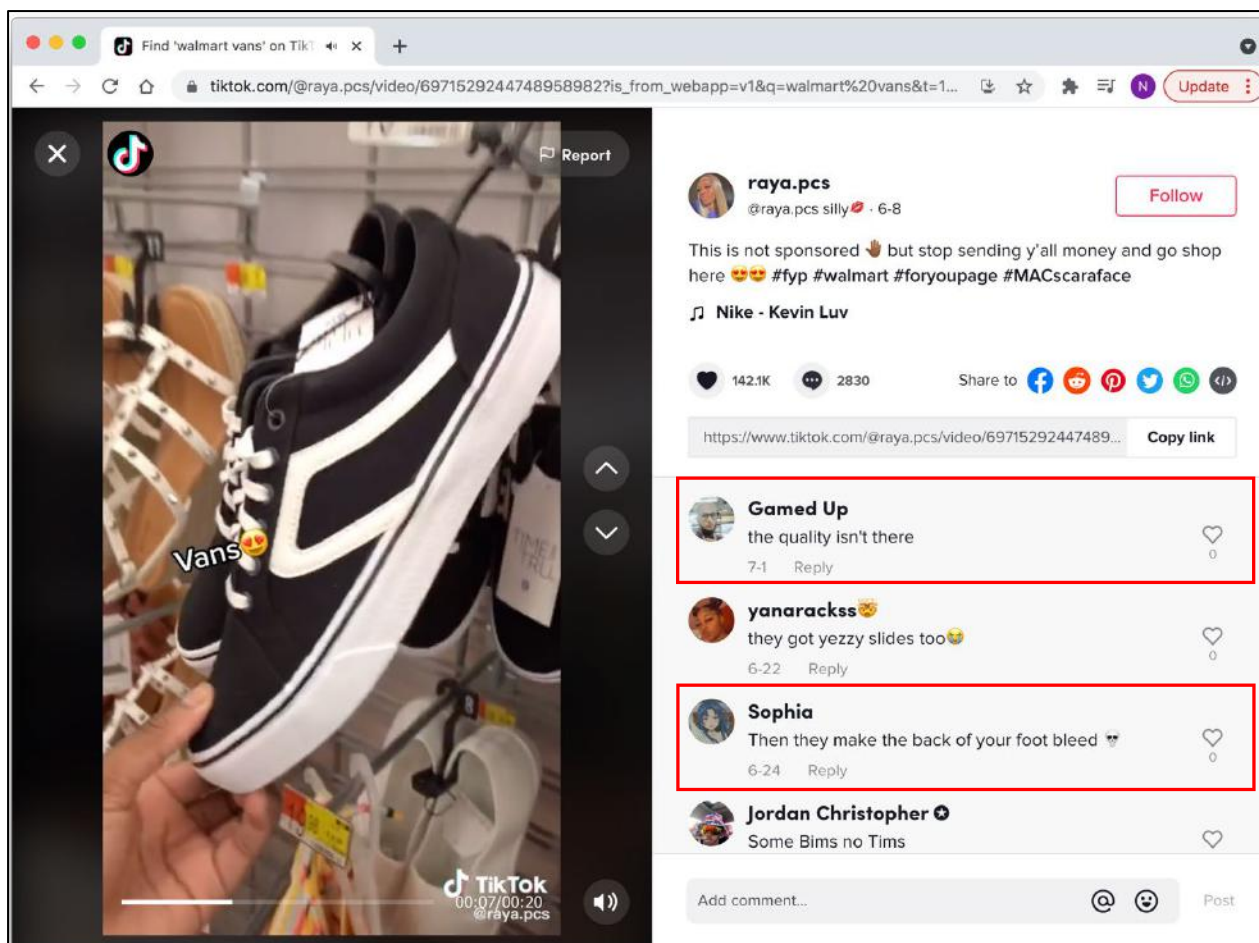
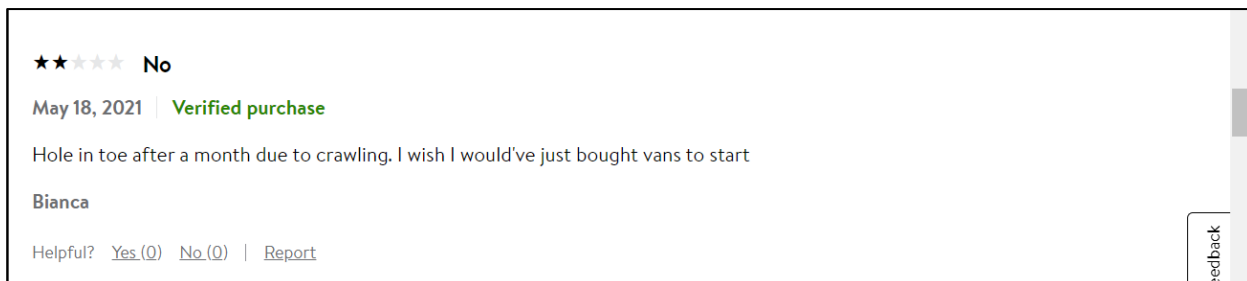
5 166. On information and belief, Walmart’s actions alleged herein are intended  
6 to cause actual confusion, mistake, and deception as to the source of Walmart’s  
7 Infringing Footwear.

8 ***Walmart’s Infringing Footwear Are Cheap and Low Quality***

9 167. Post-sale confusion involving Walmart’s Infringing Footwear is likely to  
10 harm Vans’ reputation since Walmart’s shoes are cheaply made and inferior quality  
11 compared to genuine Vans shoes. Despite how closely they mimic the look of Vans’  
12 shoes, Walmart’s infringing shoes fail to mimic the high quality or durability of  
13 genuine Vans shoes. As an example, rather than having actual rubber foxing above  
14 the midsole, some of Walmart’s knockoffs appear to have poorly applied dark paint  
15 and glue instead, as seen on the Walmart shoes below:



1 168. Representative examples of consumer complaints about the poor quality  
2 of Walmart's infringing shoes are attached as **Exhibit 21** and reproduced below:  
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★★★★☆ **Verified Purchaser** 7/25/2021

The souls at the bottom are very thin they do not last long I had mine for a week and minds are already coming A part

Yolanda

★☆☆☆☆ **Verified Purchaser** 6/28/2021

Very disappointed

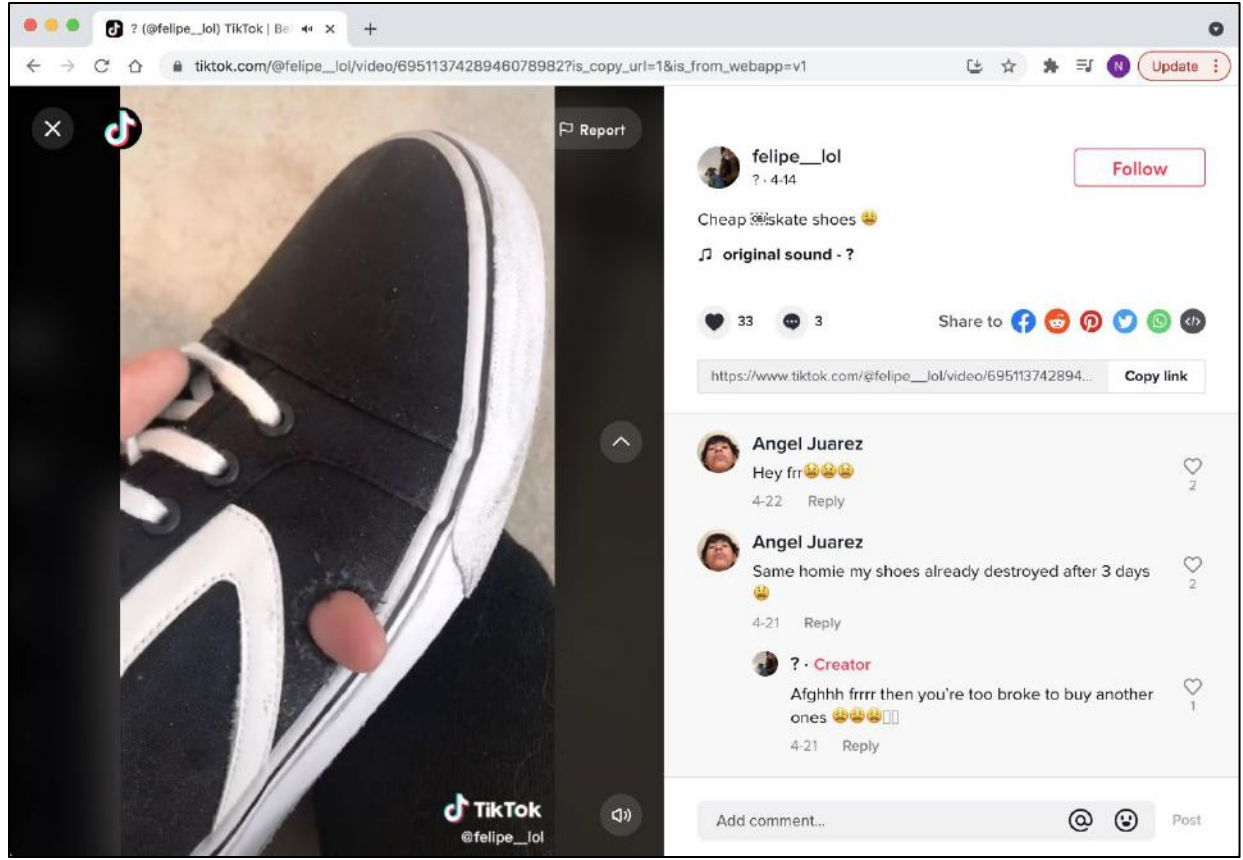
Not the quality I've come to expect from Time and Tru. Very shoddy workmanship. Like pieces glued together. Won't buy shoes online anymore. Didn't look like picture.

Joann

★☆☆☆☆ **Verified Purchaser** 2/25/2021

they broke in two weeks, very poor

patricia



169. In short, Walmart's Infringing Footwear are cheaply made and considerably lower quality than Vans' genuine shoes.

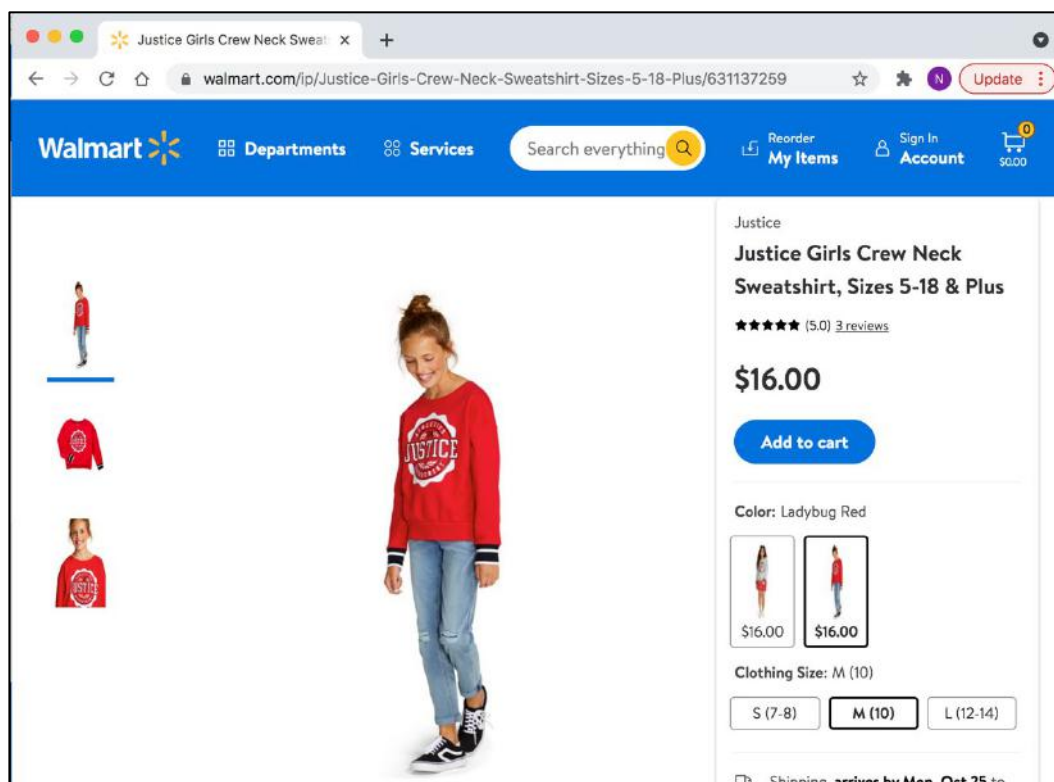
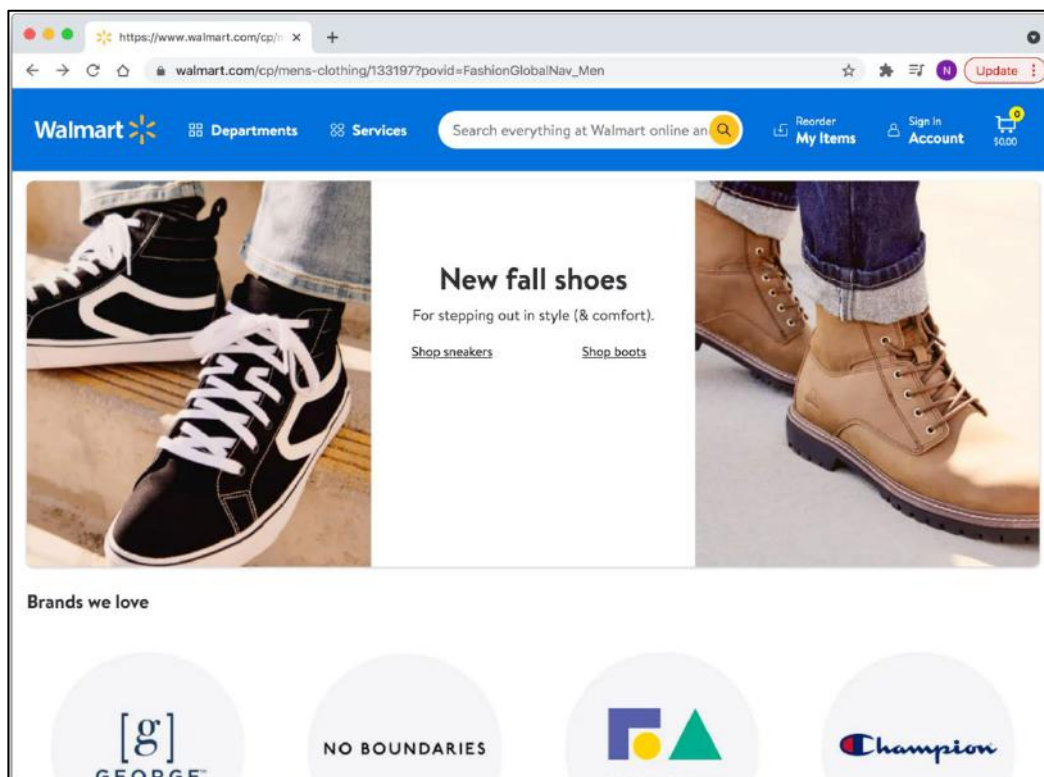
170. Consumers and prospective purchasers are likely to attribute the inferior quality of Walmart's Infringing Footwear to Vans, thereby damaging Vans' reputation and making such consumers less likely to purchase genuine Vans shoes.

### *Walmart's Infringing Advertisements*

171. Walmart has also unlawfully used Vans' trademarks and trade dress rights in advertisements for the Infringing Footwear and other products, including on Walmart's website and in print advertisements.

172. Walmart uses the Infringing Footwear to sell Walmart's other shoes and apparel, while creating the impression of a false connection, approval, or sponsorship by Vans. This Complaint therefore also seeks damages for Walmart's infringing uses of Vans' trademarks and trade dress to sell its other products. Representative

1 examples of such actions by Walmart are included below:



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Justice JSport Girls Long Sleeve Jersey T-Shirt, Sizes 5-18

Justice JSport Girls Long Sleeve Jersey T-Shirt, Sizes 5-18

★★★★☆ (3.4) 5 reviews

**\$9.00** ~~\$12.00~~

Check availability nearby

Color: Black Multi

Clothing Size: M (10)

Justice Girls Bold Fashion Track Jacket and Cross Front Legging, 2 Piece Active Set, Sizes 5-18 & Plus

Justice Girls Bold Fashion Track Jacket and Cross Front Legging, 2 Piece Active Set, Sizes 5-18 & Plus

★★★★★ (5.0) 2 reviews

**\$32.00**

Add to cart

Actual Color: Texas Red/ Black

Clothing Size: S (7-8)

XS (5-6) **S (7-8)** M (10)

L (12-14) XL (16-18)

XXL(16P/18P)

1                   ***Walmart Ignores Vans’ Objections to Walmart’s Unlawful Conduct***

2           173. In or around March 2021, Vans discovered that Walmart was selling just  
3 one of the infringing shoes, Walmart’s Time and Tru women’s shoe.

4           174. Upon learning about Walmart’s sales of the Time and Tru shoe, Vans’  
5 in-house counsel organized a telephone call with Walmart’s counsel and then also  
6 sent Walmart a follow up cease and desist letter demanding that Walmart discontinue  
7 use of the infringing shoe design.

8           175. In response to Vans’ correspondence, Walmart refused to address any of  
9 Vans’ concerns and defiantly continued selling the copycat shoe up to the present.  
10 Indeed, rather than addressing Vans’ concerns, Walmart turned around and introduced  
11 over twenty more knockoff shoes. Walmart’s continued usage of Vans’ intellectual  
12 property and further encroachment on Vans’ rights—after being placed on  
13 unequivocal notice of its infringement—confirms Walmart’s willful infringement and  
14 bad faith intent to profit from Vans’ goodwill.

15                   ***Defendants’ Other Infringing Shoes and Unlawful Acts***

16           176. Vans also brings this lawsuit in connection with three additional  
17 infringing shoes, which are designed, manufactured, imported, distributed, offered for  
18 sale, and/or sold by Defendants Walmart, Doll Maker, and Trendy Trading. The  
19 additional infringing shoes are pictured below, along with information about Vans’  
20 asserted trademarks and/or trade dress rights that each shoe infringes:  
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<p style="text-align: center;"><b>KNOCKOFF SOLD BY WALMART</b></p>	<p style="text-align: center;"><b>Checkerboard Slip-On Marks<sup>31</sup></b></p>	<p style="text-align: center;"><b>Side Stripe Mark<sup>32</sup></b></p>	<p style="text-align: center;"><b>OLD SKOOL Trade Dress</b></p>	<p style="text-align: center;"><b>U.S. Trademark Reg. No. 5,320,384 (Stitching Mark)</b></p>	<p style="text-align: center;"><b>SK8-MID Toddler Trade Dress</b></p>	<p style="text-align: center;"><b>Trademark Reg. No. 6,436,779 (checker panel on high-top)</b></p>
 <p style="text-align: center;"><i>“Doll Maker” Slip-On Shoe</i></p>	<p><b>X</b></p>					
 <p style="text-align: center;"><i>“Doll Maker” Skate Shoe</i></p>		<p><b>X</b></p>	<p><b>X</b></p>	<p><b>X</b></p>		

<sup>31</sup> Includes U.S. Trademark Registration Nos. 1,583,727, 5,070,471 and 5,070,470, and common law rights.

<sup>32</sup> Includes U.S. Trademark Registration Nos. 2,177,772, 2,170,961, and 2,172,482, and common law rights.

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 <p data-bbox="423 758 716 789"><i>“WISPR” Toddler Shoes</i></p>		X			X	X
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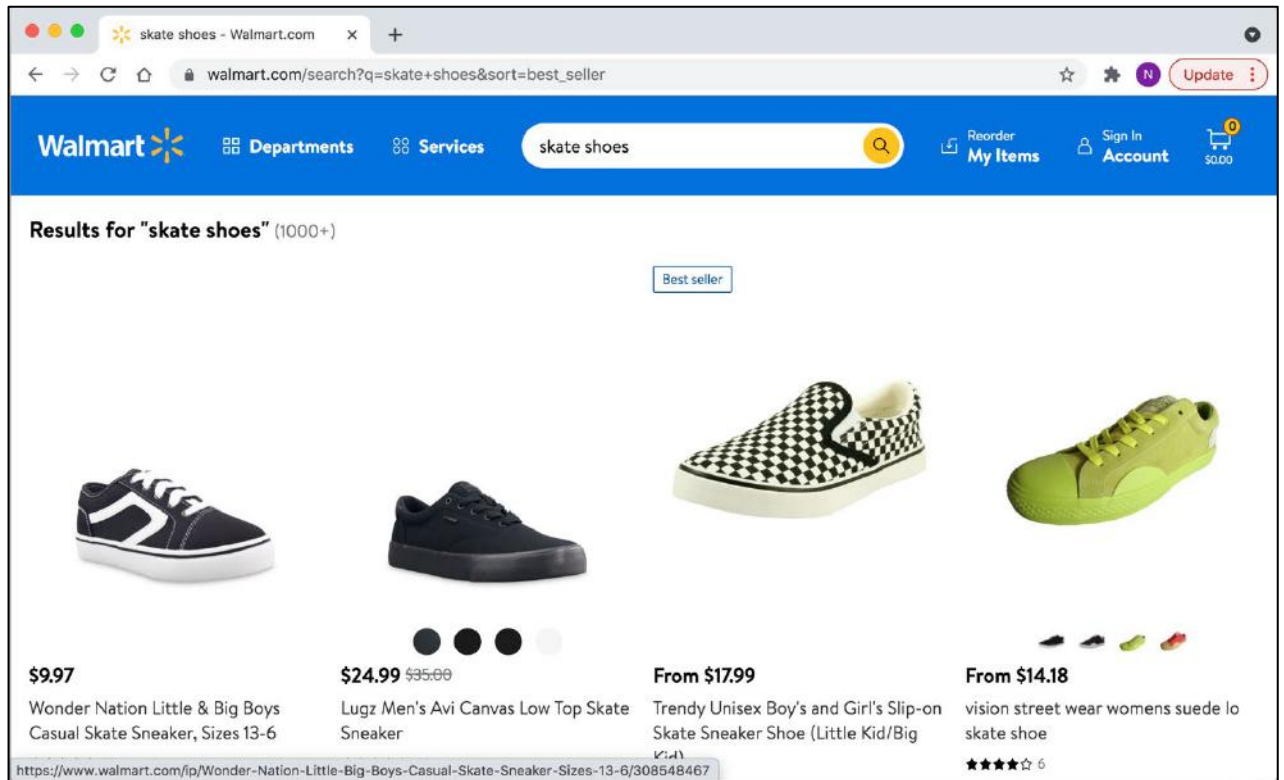
177. On information and belief, Defendant Doll Maker designs, manufactures, distributes, and sells the above Doll Maker branded shoes. On further information and belief, Doll Maker sells or has sold the shoes through Walmart as well as other retailers.

178. On information and belief, Defendant Trendy Trading sources, imports, markets, promotes, distributes, and sells the above Doll Maker branded shoes. On further information and belief, Trendy Trading sells or has sold the shoes through Walmart as well as other retailers.

179. Against Doll Maker and Trendy Trading, this lawsuit seeks to stop all such infringing sales of these shoes in the United States, regardless of point of purchase, and to recover damages for all such sales. In other words, this lawsuit also concerns any sales of the Infringing Footwear by Doll Maker and Trendy Trading through retailers or other means besides Walmart.

180. Walmart promotes, offers to sell, and sells each of the above infringing shoes on the Walmart Website (<https://www.walmart.com/>). Screenshots of Walmart’s website pages for the above infringing shoes are attached collectively as **Exhibit 22.**

1 181. On information and belief, the infringing Doll Maker checkerboard slip-  
 2 on is one of the bestselling shoes on the Walmart Website, as indicated in the below  
 3 photograph:



182. As seen in the above photograph, Walmart deceptively and confusingly promotes, offers to sell, and sells the checkerboard slip-on knockoff as a “Skate Sneaker,” alongside Walmart’s other knockoff Vans shoes. This tactic further increases the likelihood of confusion as to the source of the products.

183. On information and belief, Defendants intentionally promote, offer to sell, and sell the additional infringing shoes despite knowing that they incorporate Vans’ trademarks and mimic the Vans trade dress.

184. With regard to Defendants’ checkerboard slip-on knockoff, Defendants’ version incorporates Vans’ valuable trademark and trade dress rights that are embodied in U.S. Trademark Registration Nos. 1,583,727, 5,070,471 and 5,070,470, and the Checkerboard Slip-On Trade Dress. Defendants’ infringing version of the

1 checkerboard slip-on is confusingly similar to multiple versions of Vans’ iconic  
 2 Checkerboard Slip-On shoes, as depicted below:

VANS SHOE	DEFENDANTS’ KNOCKOFF
 <p data-bbox="423 1241 769 1272"><i>Vans Checkerboard Slip-Ons</i></p>	 <p data-bbox="1070 1058 1399 1089"><i>“Doll Maker” Slip-On Shoe</i></p>

19  
 20 185. Defendants’ knockoff version incorporates all of the elements of Vans’  
 21 Checkerboard Slip-On Trade Dress, including a checkerboard pattern on the upper  
 22 portion of a twin-gore slip-on shoe, a rubberized sidewall with a consistent height  
 23 around the perimeter of the shoe; the uppermost portion of the sidewall having a three-  
 24 tiered or grooved appearance; and a textured toe box outer around the front of the  
 25 sidewall.

26 186. Beyond these elements, Defendants’ infringing version also copies  
 27 additional features such as the most popular color scheme of Vans’ Checkerboard  
 28 Slip-Ons, the black piping at the top of the toe vamp, the shape, and the silhouette.

1 Defendants’ inclusion of these features demonstrates their deliberate intent to copy  
 2 Vans’ Checkerboard Slip-On Trade Dress and trade on Vans’ reputation, and also  
 3 increases the likelihood that consumers will be confused.

4 187. The “Doll Maker” Skate Shoe that is promoted, offered for sale, and sold  
 5 by Defendants similarly incorporates Vans’ valuable trademark and trade dress rights,  
 6 as depicted below:

VANS SHOE	DEFENDANTS’ KNOCKOFF
 <p data-bbox="505 997 691 1026"><i>Vans Old Skool</i></p>	 <p data-bbox="1084 1022 1386 1052"><i>“Doll Maker” Skate Shoe</i></p>

15  
 16 188. Notably, in addition to infringing upon the Side Stripe Mark and OLD  
 17 SKOOL Trade Dress, Defendants’ above infringing shoe directly copies the highly  
 18 unique stitching pattern embodied in U.S. Trademark Reg. No. 5,320,384:



1 189. Defendants’ knockoff shoe also incorporates additional features such as  
 2 Vans’ color scheme, shape, and silhouette, thereby further increasing the likelihood  
 3 of confusion.

4 190. Finally, Walmart also promotes, offers for sale, and sells the below  
 5 infringing version of Vans’ SK8-MID toddler shoe on its website:

VANS SHOE	KNOCKOFF SOLD BY WALMART
 <p data-bbox="370 982 824 1012"><i>Vans Sk8-Mid Checkerboard - Toddler</i></p>	 <p data-bbox="1091 1087 1383 1117"><i>“WISPR” Toddler Shoes</i></p>

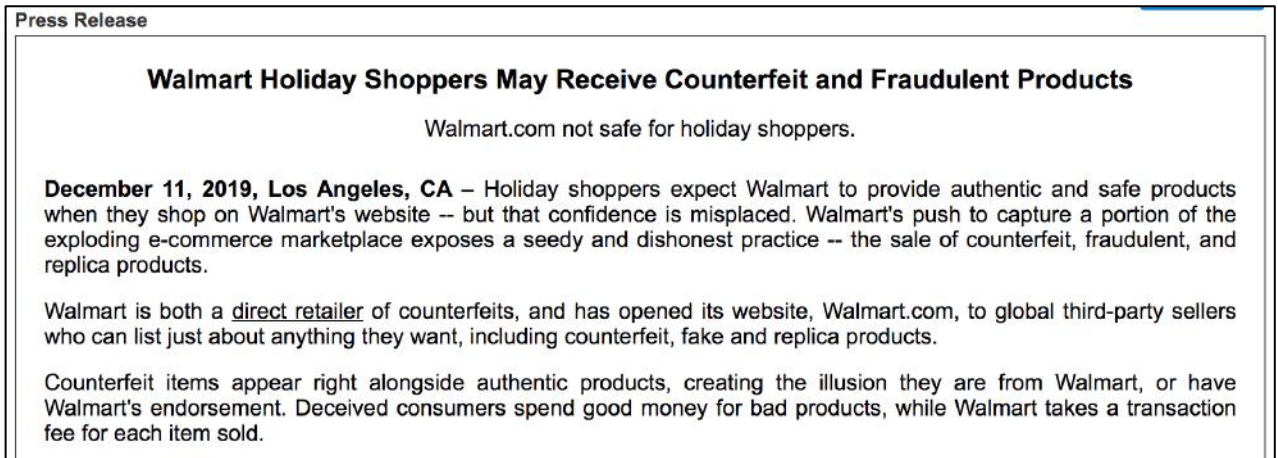
16  
 17 191. The above infringing shoe directly copies and infringes Vans’ SK8-MID  
 18 Trade Dress, Side Stripe Mark, and U.S. Trademark Reg. No. 6,436,779  
 19 (checkerboard panel on high-top sneaker).

20 192. With regard to sales of these additional infringing shoes through  
 21 Walmart’s website, Vans is informed and believes that (1) Walmart actively induces  
 22 and encourages such unlawful sales through Walmart’s own rampant infringement of  
 23 Vans’ intellectual property rights, (2) Walmart knowingly allows third parties to  
 24 infringe Vans’ rights in relation to the above shoes, (3) Walmart employs willful  
 25 blindness to allow infringing goods to remain on the Walmart website, (4) Walmart  
 26 fails to employ industry-standard methods to prevent sales of infringing goods, and  
 27 (5) Walmart actively contributes to infringing sales by deceptively displaying third-  
 28 party infringing shoes next to both Walmart’s in-house products and real Vans shoes,

1 without adequate labeling to inform purchasers as to the provenance of the shoes.

2 193. On information and belief, Walmart knew about Vans' asserted  
3 trademarks and trade dress rights at all times relevant to this action. On further  
4 information and belief, Walmart knew that third parties were selling the above  
5 additional infringing shoes, and that such shoes infringed Vans' asserted rights.

6 194. Counterfeiting and trademark infringement are rampant on Walmart's  
7 marketplace. Numerous third parties and media outlets have reported on the fact that  
8 Walmart fails to properly monitor and distinguish third party sellers on Walmart's  
9 website. For example, a December 2019 press release by *The Counterfeit Report*  
10 reported on the facts that: (1) Walmart's push to capture a portion of the e-commerce  
11 market led to an influx of counterfeit products on its website, (2) Walmart allows  
12 counterfeit items to deceptively appear right next to authentic products, and (3) *The*  
13 *Counterfeit Report* had specifically identified counterfeit Vans goods on Walmart's  
14 website. This press release is attached as **Exhibit 23** and a portion is reproduced  
15 below:



24 195. Based on its actions, Walmart materially assisted and contributed to its  
25 third-party sellers' efforts to promote, offer for sale, and sell the above additional  
26 infringing shoes in the United States, which is causing and is likely to continue to  
27 cause confusion, mistake, or deception among the public as to the origin, source,  
28 sponsorship, approval or affiliation of the additional infringing shoes.

1 **XI. INJURIES TO VANS AND THE PUBLIC**

2 196. Without permission, authorization, or consent from Vans, Defendants  
3 have infringed Vans' trademarks and trade dress rights by designing, making, using,  
4 promoting, advertising, selling, and/or offering to sell goods using marks that are  
5 confusingly similar to Vans' trademarks and trade dress rights.

6 197. The Infringing Footwear produced, distributed, marketed, promoted,  
7 offered for sale, and sold by Defendants are not made by Vans. Nor are Defendants'  
8 products associated, affiliated, or connected with Vans, or licensed, authorized,  
9 sponsored, endorsed, or approved by Vans in any way.

10 198. The likelihood of confusion, mistake, and deception engendered by  
11 Defendants' infringement of Vans' trademarks and trade dress is causing irreparable  
12 harm to the goodwill symbolized by the marks and the reputation for originality,  
13 authenticity, and quality that they embody.

14 199. Defendants' activities are likely to cause confusion before, during, and  
15 after the time of purchase because purchasers, prospective purchasers, and others  
16 viewing Defendants' Infringing Footwear at the point of sale or post-purchase are  
17 likely—due to Defendants' use of confusingly similar imitations of Vans' trademarks  
18 and trade dress—to mistakenly attribute the Infringing Footwear to Vans. By causing  
19 a likelihood of confusion, mistake, and deception, Defendants are inflicting  
20 irreparable harm on Vans and damaging its reputation.

21 200. On information and belief, Defendants continue to sell the Infringing  
22 Footwear to this day, in overlapping channels of trade, to overlapping target  
23 consumers.

24 201. On information and belief, Defendants knowingly, willfully,  
25 intentionally, and maliciously adopted and used confusingly similar imitations of  
26 Vans' trademarks and trade dresses.

27 202. On information and belief, Defendants deliberately intended to trade off  
28 the popular and positive goodwill associated with Vans and its trademarks and trade



1 dress rights by using features on the Infringing Footwear that are nearly identical to  
2 or that include a confusingly similar combination of elements as Vans' trademarks  
3 and trade dress rights.

4 203. Defendants knew or should have known of Vans' prior rights in its  
5 asserted trademarks and trade dresses before using their imitation marks, and thus  
6 Defendants have acted willfully with respect to Vans' trademarks and trade dress  
7 rights.

8 204. Vans has no adequate remedy at law.

9  
10 **FIRST CLAIM FOR RELIEF**  
11 **Federal Trademark Infringement**  
12 **15 U.S.C. § 1114**  
13 **(Against All Defendants)**

14 205. Vans repeats and incorporates by reference the allegations in the  
15 preceding paragraphs.

16 206. Defendants have knowingly used and continue to use in commerce,  
17 without Vans' permission or authorization, Vans' asserted trademarks and trade dress  
18 rights, and/or confusingly similar marks, in connection with products that Defendants  
19 design, manufacture, import, distribute, promote, advertise, offer for sale, and/or sell  
20 in the United States, including the Infringing Footwear.

21 207. Defendants' use of Vans' trademarks and trade dress rights has caused  
22 and is likely to cause confusion, deception, and mistake by creating the false and  
23 misleading impression that Defendants' goods are produced or distributed by Vans,  
24 or are associated or connected with Vans, or have the sponsorship, endorsement, or  
25 approval of Vans.

26 208. Defendants' Infringing Footwear are confusingly similar to Vans'  
27 federally registered marks in violation of 15 U.S.C. § 1114. Defendants' activities  
28 are causing and, unless enjoined by this Court, will continue to cause a likelihood of  
confusion and deception of members of the trade and public, and, additionally, injury

1 to Vans' goodwill and reputation as embodied in the Vans' marks, for which Vans  
2 has no adequate remedy at law.

3 209. Defendants' actions demonstrate an intentional, willful, and malicious  
4 intent to trade on the goodwill associated with Vans' marks to Vans' great and  
5 irreparable harm.

6 210. Defendants caused and are likely to continue causing substantial injury  
7 to the public and to Vans, and Vans is entitled to injunctive relief and to recover  
8 Defendants' profits, actual damages, enhanced profits and damages, costs, and  
9 reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

10  
11 **SECOND CLAIM FOR RELIEF**  
12 **Federal Unfair Competition and False Designation of Origin**  
13 **15 U.S.C. § 1125(a)**  
14 **(Against All Defendants)**

15 211. Vans repeats and incorporates by reference the allegations in the  
16 preceding paragraphs.

17 212. Based on extensive marketing, promotion, and use, Vans' asserted  
18 trademarks and trade dresses have acquired distinctiveness and enjoy secondary  
19 meaning among consumers, instantly identifying Vans as the source of the products  
20 with which they are used.

21 213. Defendants have knowingly used and continue to use in commerce,  
22 without Vans' permission or authorization, Vans' asserted trademarks and trade dress  
23 rights, and/or confusingly similar marks, in connection with products that Defendants  
24 design, manufacture, import, distribute, promote, advertise, offer for sale, and/or sell  
25 in the United States, including the Infringing Footwear.

26 214. Defendants' use of Vans' trademarks and trade dress rights has caused  
27 and is likely to cause confusion, deception, and mistake by creating the false and  
28 misleading impression that Defendants' goods are produced or distributed by Vans,  
or are affiliated, connected, or associated with Vans, or have the sponsorship,

1 endorsement, or approval of Vans.

2 215. Defendants have made false representations, false descriptions, and false  
3 designations of, on, or in connection with its goods in violation of 15 U.S.C. §  
4 1125(a). Defendants' activities have caused and, unless enjoined by this Court, will  
5 continue to cause a likelihood of confusion and deception of members of the trade  
6 and public, and, additionally, injury to Vans' goodwill and reputation as embodied in  
7 the marks, for which Vans has no adequate remedy at law.

8 216. Defendants' actions demonstrate an intentional, willful, and malicious  
9 intent to trade on the goodwill associated with Vans' marks to the great and  
10 irreparable injury of Vans.

11 217. Defendants' conduct has caused, and is likely to continue causing,  
12 substantial injury to the public and to Vans. Vans is entitled to injunctive relief and  
13 to recover Defendants' profits, actual damages, enhanced profits and damages, costs,  
14 and reasonable attorneys' fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.

15 **THIRD CLAIM FOR RELIEF**  
16 **Contributory Trademark Infringement, Unfair Competition, and**  
17 **False Designation of Origin**  
18 **15 U.S.C. §§ 1114 and 1125(a)**  
19 **(Against Walmart)**

20 218. Vans repeats and incorporates by reference the allegations in the  
21 preceding paragraphs.

22 219. Defendant Walmart has knowingly and materially contributed to the use  
23 in commerce, without Vans' permission or authorization, of Vans' asserted  
24 trademarks and trade dress rights, and/or confusingly similar marks, in connection  
25 with products that third parties design, manufacture, import, distribute, promote,  
26 advertise, offer for sale, and/or sell in the United States, including with respect to  
27 shoes manufactured or distributed by Defendants Doll Maker and Trendy Trading.

28 220. Defendant Walmart's contributory infringement has caused and is likely

1 to cause confusion, deception, and mistake by creating the false and misleading  
2 impression that third parties' goods are produced or distributed by Vans, or are  
3 associated or connected with Vans, or have the sponsorship, endorsement, or approval  
4 of Vans.

5 221. Defendant Walmart has also knowingly and materially contributed to  
6 third parties, including Defendants Doll Maker and Trendy Trading, and others,  
7 making false representations, false descriptions, and false designations of, on, or in  
8 connection with goods.

9 222. Defendant Walmart's activities are causing and, unless enjoined by this  
10 Court, will continue to cause a likelihood of confusion and deception of members of  
11 the trade and public, and, additionally, injury to Vans' goodwill and reputation as  
12 embodied in the Vans' marks, for which Vans has no adequate remedy at law.

13 223. Defendant Walmart's actions demonstrate an intentional, willful, and  
14 malicious intent to trade on the goodwill associated with Vans' marks to Vans' great  
15 and irreparable harm.

16 224. Defendant Walmart caused and is likely to continue causing substantial  
17 injury to the public and to Vans, and Vans is entitled to injunctive relief and to recover  
18 Defendants' profits, actual damages, enhanced profits and damages, costs, and  
19 reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, 1117, and 1125(a).

20 **FOURTH CLAIM FOR RELIEF**

21 **State Unfair Competition Under Cal. Bus. & Prof. § 17200, *et seq.***  
22 **(Against All Defendants)**

23 225. Vans repeats and incorporates by reference the allegations in the  
24 preceding paragraphs.

25 226. By reason of the foregoing, Defendants have been, and are, engaged in  
26 unlawful, unfair and/or fraudulent business practices in violation of California  
27 Business & Professions Code § 17200, *et seq.*

28 227. Defendants have intentionally traded upon and unfairly benefited from

1 Vans' valuable goodwill, reputation, and substantial marketing and promotion, and  
2 have been unjustly enriched thereby.

3 228. Defendants have misappropriated for themselves the commercial value  
4 of Vans' trademarks and trade dress rights and have harmed the value of Vans'  
5 goodwill in these marks.

6 229. Defendants' acts greatly and irreparably damage Vans and will continue  
7 to so damage Vans unless restrained by this Court; wherefore, Vans is without an  
8 adequate remedy at law. Accordingly, Vans is entitled to, among other things,  
9 restitution in an amount to be determined at trial, and an order enjoining and  
10 restraining Defendants from advertising and selling their Infringing Footwear.

11  
12 **FIFTH CLAIM FOR RELIEF**  
13 **Common Law Trademark Infringement**  
14 **and Unfair Competition**  
15 **(Against All Defendants)**

16 230. Vans repeats and incorporates by reference the allegations in the  
17 preceding paragraphs.

18 231. Vans is the owner of all rights and title to, and has valid and protectable  
19 prior rights in, the asserted trademarks and trade dress rights.

20 232. Vans engages in the sale and distribution of footwear and apparel,  
21 employing the asserted trademarks and trade dress rights in the State of California and  
22 has done so since long before Defendants began their infringing use of Vans' marks  
23 as alleged herein.

24 233. Vans' trademarks and trade dress rights are inherently distinctive. In  
25 addition, based on extensive marketing, promotion, and use, Vans' marks have  
26 acquired distinctiveness and enjoy secondary meaning among consumers, instantly  
27 identifying Vans as the source of the products with which they are used.

28 234. Defendants have reproduced, copied, and imitated Vans' trademarks and  
trade dress rights in connection with advertising, promoting, and selling footwear

1 bearing infringing marks, in competition with Vans and without Vans' consent.

2 235. Defendants' use of confusingly similar imitations of Vans' trademarks  
3 and trade dress rights has caused and is likely to cause confusion, deception, and  
4 mistake by creating the false and misleading impression that Defendants' goods are  
5 produced or distributed by Vans, or are affiliated, connected, or associated with Vans,  
6 or have the sponsorship, endorsement, or approval of Vans.

7 236. Upon information and belief, Defendants' acts of common law  
8 trademark infringement and unfair competition have been done willfully and  
9 deliberately, and Defendants have profited and been unjustly enriched by sales that  
10 Defendants would not otherwise have made if not for its unlawful conduct.

11 237. Defendants' willful and deliberate acts described herein have caused  
12 injury and damages to Vans, and have caused irreparable injury to Vans' goodwill  
13 and reputation and, unless enjoined, will cause further irreparable injury, whereby  
14 Vans has no adequate remedy at law. Vans, therefore, is entitled to injunctive relief.

15 238. Vans is also entitled to its actual damages, Defendants' profits, and an  
16 award of costs and attorneys' fees.

17 239. Additionally, because Defendants' misconduct as alleged herein has  
18 been willful, malicious, and wanton, Vans is entitled to an award of punitive damages  
19 under California law in an amount sufficient to punish Defendants and deter such  
20 misconduct in the future.

21  
22 **PRAYER FOR RELIEF**

23 Vans respectfully requests that the Court enter judgment in its favor and against  
24 Defendants as follows:

- 25 1. Defendants and all of their agents, officers, employees, representatives,  
26 successors, assigns, attorneys, and all other persons acting for, with, by,  
27 through or under authority from Defendants, or in concert or  
28 participation with Defendants, and each of them, be enjoined from:

- 1 a. advertising, marketing, promoting, offering for sale, distributing,  
2 or selling the Infringing Footwear;
- 3 b. using Walmart's side stripe mark or any mark confusingly similar  
4 thereto on or in connection with any of Walmart's goods or  
5 services;
- 6 c. using Vans' Side Stripe Mark, OLD SKOOL Trade Dress, SK8-  
7 HI Trade Dress, OLD SKOOL Toddler Trade Dress, SK8-MID  
8 Toddler Trade Dress, Checkerboard Slip-On Marks, or any of  
9 Vans' registered trademarks, or any other copy, reproduction,  
10 colorable imitation, or simulation of Vans' marks on or in  
11 connection with Defendant's goods or services;
- 12 d. using any trademark, name, logo, design, or source designation of  
13 any kind on or in connection with Defendants' goods or services  
14 that is a copy, reproduction, colorable imitation, or simulation of,  
15 or confusingly similar to any of Vans' trademarks, trade dresses,  
16 names, or logos;
- 17 e. using any trademark, name, logo, design, or source designation of  
18 any kind on or in connection with Defendants' goods or services  
19 that is likely to cause confusion, mistake, deception, or public  
20 misunderstanding that such goods or services are produced or  
21 provided by Vans, or are sponsored or authorized by Vans, or are  
22 in any way connected or related to Vans; and
- 23 f. passing off, palming off, or assisting in passing off or palming off  
24 Walmart's goods as those of Vans, or otherwise continuing any  
25 and all acts of unfair competition as alleged in this Complaint.
- 26 2. Defendants be ordered to cease offering for sale, marketing, promoting,  
27 and selling and to recall all Infringing Footwear, or any other goods  
28 bearing Defendants' confusingly similar imitation marks that are in

1 Defendants' possession or have been shipped by Defendants or under  
2 their authority, to any store, affiliate, subsidiary, business, wholesaler,  
3 distributor, retailer, or marketer, and also to deliver to each such entity a  
4 copy of this Court's order as it relates to said injunctive relief against  
5 Defendants;

6 3. Defendants be ordered to deliver up for impoundment and for  
7 destruction, all Infringing Footwear, bags, boxes, labels, tags, signs,  
8 packages, receptacles, advertising, sample books, promotional materials,  
9 stationery, or other materials in the possession, custody or under the  
10 control of Walmart that are found to adopt, infringe, or misappropriate  
11 Vans' trademarks or that otherwise unfairly compete with Vans and its  
12 products;

13 4. Defendants be compelled to account to Vans for any and all profits  
14 derived by Defendants from the sale or distribution of the Infringing  
15 Footwear;

16 5. Defendants be compelled to account for any and all profits derived by  
17 Defendants from the sale or distribution of other products while using  
18 Vans' trademarks or trade dress rights, and/or confusingly similar marks,  
19 to advertise such products;

20 6. Vans be awarded all damages caused by the acts forming the basis of this  
21 Complaint;

22 7. Based on Defendants' knowing and intentional use of a confusingly  
23 similar imitation of Vans' trademarks and trade dress rights, the damages  
24 awarded be trebled and the award of Defendants' profits be enhanced as  
25 provided for by 15 U.S.C. § 1117(a);

26 8. Defendants be required to pay to Vans the costs and reasonable  
27 attorneys' fees incurred by Vans in this action pursuant to 15 U.S.C. §  
28 1117(a) and California state law;



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- 9. Based on Defendants’ willful and deliberate infringement of Vans’ trademarks and trade dress rights, and to deter such conduct in the future, Vans be awarded punitive damages;
- 10. Vans be awarded restitution for Defendants’ unjust enrichment;
- 11. Vans be awarded prejudgment and post-judgment interest on all monetary awards; and
- 12. Vans be granted such other and further relief as the Court may deem just.

**JURY DEMAND**

Vans hereby demands a trial by jury on all claims and issues so triable.

DATED: November 15, 2021            MCGUIREWOODS LLP

By:

/s/ Nicholas J. Hoffman  
Tanya L. Greene  
Nicholas J. Hoffman  
Attorneys for Plaintiffs Vans, Inc. and VF  
Outdoor, LLC

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**CERTIFICATE OF SERVICE**

I hereby certify that on **November 15, 2021**, I electronically transmitted the foregoing document to the Clerk’s Office using the CM/ECF System for filing and service via transmittal of a Notice of Electronic Filing.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on **November 15, 2021**, at Los Angeles, California.

/s/ Nicholas J. Hoffman  
Nicholas J. Hoffman  
McGuireWoods LLP