UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

_____)

LULULEMON USA INC.,

Petitioner,

Case IPR2024-00460

v. Patent 8,266,749

NIKE, INC.,

Patent Owner.

_____)

REMOTE DEPOSITION OF

CHRISTOPHER PASTORE, PH.D.

January 14, 2025

10:00 a.m. Eastern Standard Time

Reported by: Lori J. Goodin, RPR, CRR, RSA,

California CSR #13959

_____

DIGITAL EVIDENCE GROUP

1730 M Street, NW, Suite 812

Washington, D.C. 20036

(202) 232-0646

lululemon Ex. 1026
lululemon v. Nike
IPR2024-00460

Skechers EX1077
Skechers v Nike
IPR2025-00141

REMOTE DEPOSITION of CHRISTOPHER PASTORE, PH.D., in the above-titled action, held on Tuesday, January 14, 2025, commencing at approximately time 10:00 a.m. before Lori J. Goodin, RPR, CRR, RSA, California CSR #13959, Registered Professional Reporter, Certified Realtime Reporter, Realtime Systems Administrator, and Certified Shorthand Reporter, and Notary Public of the State of Florida, State of California, State of Maryland, District of Columbia, State of Delaware and Commonwealth of Pennsylvania.

Skechers EX1077
Skechers v Nike
IPR2025-00141

REMOTE APPEARANCES:

ON BEHALF OF PETITIONER:

KNOBBE, MARTENS, OLSON & BEAR
BY: BRANDON G. SMITH, ESQUIRE
2040 Main Street
14th Floor
Irvine, California 92614
949-760-0404
brandon.smith@knobbe.com

AND

KNOBBE, MARTENS, OLSON & BEAR
BY: JACOB PETERSON, ESQUIRE
925 4th Avenue
#2500
Seattle, Washington 98104
206-405-2000
jacob.peterson@knobbe.com

ON BEHALF OF PATENT OWNER:

ARNOLD & PORTER KAYE SCHOLER LLP
BY: LINDSEY C. STAUBACH, ESQUIRE
601 Massachusetts Avenue, NW
Washington, D.C. 20001
202-942-5000
lindsey.staubach@arnoldporter.com

Also Present:

Dan Holmstock, Document Technician

Skechers EX1077
Skechers v Nike
IPR2025-00141

INDEX TO EXAMINATION

WITNESS: CHRISTOPHER PASTORE, PH.D.

EXAMINATION BY	PAGE
MR. SMITH	6

INDEX TO EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
Exhibit 2003	Declaration of Christopher Pastore, 10/30/24	10

PREVIOUSLY MARKED EXHIBITS

PRIOR MARKED EXHIBITS	FIRST REFERRAL
1001	20
1005	26
1008	50
2009	47

Skechers EX1077
Skechers v Nike
IPR2025-00141

TUESDAY, JANUARY 14, 2025, 10:00 a.m. EST

PROCEEDINGS

* * *

Whereupon,

CHRISTOPHER PASTORE, PH.D.,

a witness called for examination, having been first duly sworn, was examined and testified as follows:

* * *

MR. SMITH: Good morning. Appearance for the record, I am Brandon Smith from Knobbe Martens on behalf of petitioner, lululemon. And with me is my partner, Jacob Peterson.

MS. STAUBACH: Good morning. Lindsey Staubach of Arnold & Porter on behalf of patent owner, Nike, Inc. and the witness.

COURT REPORTER: Unless an objection is heard at this time, all parties to this deposition are appearing remotely and have agreed to the witness being sworn in

Skechers EX1077
Skechers v Nike
IPR2025-00141

remotely.

Counsel, you may proceed.

* * * * *

EXAMINATION

BY MR. SMITH:

Q. Good morning Dr. Pastore. How are you?

A. Good morning. Well, thank you.

Q. Can you please state your full name for the record.

A. Christopher Pastore.

Q. And you understand this is a deposition for an IPR relating to U.S. patent number 8,266,749?

A. Yes, I do.

Q. Are you okay if I refer to that as the '749 patent today?

A. Yes.

Q. And just for the record this is IPR number 2024-00460.

A. Yes.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Perfect.

Is there any reason you can't give truthful and accurate testimony today?

A. No, there is not.

Q. No medications that would affect your testimony today?

A. No.

Q. You have been through this several times so I will keep the preliminaries brief.

Let me know if there are any questions you don't understand. Otherwise I am going to assume you understand them.

Is that okay?

A. Yes.

Q. Let me know if you need a break. Otherwise I will plan to take a break roughly every hour or so.

Does that sound okay?

A. Yes, it does.

Q. How did you prepare for today's deposition?

A. I prepared by reviewing the

Skechers EX1077
Skechers v Nike
IPR2025-00141

declaration that I prepared and the relevant patents that are referenced in that declaration.

Q. How long --

MS. STAUBACH: Brandon, before you move on I just wanted to let you know Dr. Pastore brought some of the files materials in with him.

He has got his declaration, which is Exhibit 2003. He has got Zuckerman, which is Exhibit 1008, Nichida, Exhibit 1005, Doughty, Exhibit 1017. And the '749 patent, Exhibit 1001.

MR. SMITH: You saved me a bunch of questions, Lindsey. Thank you.

BY MR. SMITH:

Q. I'm assuming those are all clean copies of those materials?

A. Yes, they are.

Q. Perfect. All right.

How long did you spend preparing for today's deposition?

A. I'm not sure how to answer that

Skechers EX1077
Skechers v Nike
IPR2025-00141

because I guess in a sense since I wrote the report, the declaration that was the beginning of preparing for today's deposition.

But, in the past week, it was maybe eight, ten hours.

Q. Did you meet with anyone other than counsel to prepare for today's deposition?

A. No, I did not.

Q. And other than the materials that you have on the table in front of you, did you review anything other -- anything else to prepare?

MS. STAUBACH: I will caution the witness not to reveal the substance of any attorney/client communications.

If you can answer the question beyond that, go ahead.

THE WITNESS: This was my primary review.

I did also look at the Nichida American patent, but only briefly when I realized this was the wrong one and switched

Skechers EX1077
Skechers v Nike
IPR2025-00141

over to the translation that is relevant.

BY MR. SMITH:

Q. Perfect. Okay. You have your report there in front of you, right? Exhibit 2003?

A. Yes.

MR. SMITH: And just for the record I guess we are going to mark Exhibit 2003 digitally.

(Exhibit Number 2003 marked for identification.)

BY MR. SMITH:

Q. It will be on the screen as well. However, feel free to refer to the copy in front of you if that is easier. And same goes for all of the exhibits throughout the day, assuming you have them in front of you.

A. I understand.

Q. All right. Can you turn to Page 4 of your declaration.

A. My Page 4 or Exhibit Page 4?

Q. Oh, your Page 4. Thank you for the

Skechers EX1077
Skechers v Nike
IPR2025-00141

clarification.

You see there is a section called Legal Standards there?

A. Yes.

Q. Does that Legal Standards section contain all of the legal principles that you considered for your analysis of the '749 patent in this proceeding?

A. These are the legal standards that I understood from counsel, yes. And I did not extend beyond that.

Q. So, there is no legal standards that you applied for this proceeding that are not contained in your declaration?

A. To the best of my understanding, no.

Q. Great. You can turn to, it would be your Page 7. You see there is a section titled Level of Ordinary Skill in the Art.

A. Yes.

Q. Does your declaration set forth your entire opinion regarding the level of skill in the art for the '749 patent?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Yes, it --

MS. STAUBACH: Objection.

THE WITNESS: Yes, it does.

BY MR. SMITH:

Q. You see at the bottom of Paragraph 19 you state, "For the purposes of this declaration, I applied lululemon's definition of a POSITA"?

A. Yes.

Q. Do you agree with the level of skill in the art proposed by lululemon and Dr. Brookstein?

A. I believe it is perfectly fine for the analysis of this. I have no objections to it.

Q. Do you believe that you were a person of ordinary skill in the art as of March, 2004?

A. I believe that my experience and training puts me a above a person of ordinary skill in the art as of 2004.

Q. And what experience and training are

Skechers EX1077
Skechers v Nike
IPR2025-00141

you referring to specifically?

A. My education and my employment experience and my research.

Q. And although you are -- you believe you are beyond a level of skill of a person of ordinary skill in the art, it is correct that your opinions set forth in this proceeding reflect how a person of ordinary skill would have interpreted the claims, the prior art, and other evidence we are looking at, right?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. By March 2004, were you generally familiar with the capabilities of warp knitting machines?

A. Yes.

Q. What about the capabilities of circular knitting machines?

A. Yes.

Q. Would a person of ordinary skill in the art by March 2004 have been generally

Skechers EX1077
Skechers v Nike
IPR2025-00141

familiar with the capabilities of warp knitting machines?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. It is a requirement of the education and the three years of experience working with knitted textiles would allow for that.

BY MR. SMITH:

Q. Same answer for circular knitting machines?

MS. STAUBACH: Same objection.

THE WITNESS: Yes.

BY MR. SMITH:

Q. By March 2004, it was a known technique to place different yarns in different areas of a knitted structure, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. By March 2004, was it known that you could place different yarns in different areas of a knitted structure using a warp knitting

Skechers EX1077
Skechers v Nike
IPR2025-00141

machine?

MS. STAUBACH: Objection.

THE WITNESS: Yes.

BY MR. SMITH:

Q. By March, 2004, was it known that you could place different yarns in different areas of a knitted structure using a circular knitting machine?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. Okay. By March 2004, it was known to use multiple types of yarn in a single knitting process, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. Do you agree that yarn selection can impact the weight of a fabric?

A. Yes.

Q. For example, by picking a lighter weight yarn and knitting that into one region and

Skechers EX1077
Skechers v Nike
IPR2025-00141

a heavier weight yarn and knitting that into a different region of the same textile structure, you create a fabric that has a region of lightweight yarn and a region of heavier weight yarn. Correct?

MS. STAUBACH: Objection.

THE WITNESS: That can be done, yes.

BY MR. SMITH:

Q. Could that have been done by March 2004?

A. Yes.

Q. Do you agree that yarn selection can impact the expense of a fabric?

A. Yes.

Q. So, if we are using the same example, you could pick an inexpensive yarn, knit it into one region of a fabric. Pick a more expensive yarn, knit it into a different region of the fabric.

And you would have a resulting fabric that has an inexpensive and expensive regions, correct?

Skechers EX1077
Skechers v Nike
IPR2025-00141

MS. STAUBACH: Objection, form.

THE WITNESS: Certainly from the perspective of the cost of the yarn, yes.

BY MR. SMITH:

Q. Do you agree that by March 2004, it was possible to knit multilayered textiles?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And, are you familiar with spacer mesh?

A. Yes.

Q. Is that sometimes also referred to as spacer fabric?

A. More frequently, spacer fabric, yes.

Q. Can I refer to those interchangeably today?

A. Certainly.

Q. Is spacer mesh or spacer fabric an example of a multilayered knit textile?

A. Yes.

Q. And, for a spacer mesh, are the

Skechers EX1077
Skechers v Nike
IPR2025-00141

layers knit simultaneously?

MS. STAUBACH: Objection, form.

THE WITNESS: Typically in a spacer fabric, they are knit simultaneously.

BY MR. SMITH:

Q. And a person of ordinary skill in the art would have known about spacer meshes before 2004, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. What is a nonwoven fabric?

A. A nonwoven fabric is a fabric that can be formed without yarns but more -- sometimes with yarns.

But more specifically, without interlacings, interlooping or intertwining of textile elements.

Q. Can you give me an example of a nonwoven fabric?

A. A common example that people are familiar with is felt.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. That is the one I was thinking of so I'm glad we are on the same page there.

So, just to be clear, nonwoven fabrics are not knit, correct?

A. Correct. It is not a wonderful name. We have tried to change the name to direct formed fabrics, but it has not stuck.

Q. And, is one way of forming a nonwoven fabric, pressing a number of fibers together using heat, for example?

A. That is one of the steps that can be used in certain nonwoven applications.

Q. What is a composite fabric?

MS. STAUBACH: Objection, form.

THE WITNESS: Composite fabric can define multiple things.

At its core, when we say it is a composite fabric, we mean that it comprises two or more chemically distinct fiber elements at the same time.

So, for example, something as simple as a cotton polyester blend is technically a

Skechers EX1077
Skechers v Nike
IPR2025-00141

composite fiber. And, so if I we weave that into a shirt, it is a composite shirt.

But, composites sometimes is meant to mean that there is a reinforcing fiber that is encapsulated in a surrounding matrix material.

So, it depends on context what is meant by that.

BY MR. SMITH:

Q. Sounds like composite can refer to the composition of the fibers themselves or alternatively the composition of the textile as a whole.

Is that fair?

A. Yes.

MR. SMITH: Okay. Let's turn to the '749 patent, which is Exhibit 1001.

(Whereupon, previously marked Exhibit 1001, first referral.)

BY MR. SMITH:

Q. How many times do you think you have

Skechers EX1077
Skechers v Nike
IPR2025-00141

reviewed the '749 patent?

A. I'm not certain. It is certainly in the tens, but I can't be more precise.

Q. And you have opined regarding the '749 patent in multiple proceedings, correct?

A. That is correct.

Q. I think, by my count, it is at least three proceedings at this point, right?

A. That sounds right to me.

Q. Do you agree that the '749 patent does not describe a multistep knitting process?

MS. STAUBACH: Objection, form.

THE WITNESS: The '749 patent describes an article of footwear and how it is produced with the knitting operation.

BY MR. SMITH:

Q. And that knitting operation in the '749 patent is simultaneously knitting a textile element in a surrounding textile structure, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct. Correct.

Skechers EX1077
Skechers v Nike
IPR2025-00141

BY MR. SMITH:

Q. The knitting process described in the '749 patent does not involve knitting a surrounding text -- or knitting a textile structure -- strike that. I will start over.

The knitting process described in the '749 patent does not involve first knitting a textile structure and then knitting a textile element on or within that textile structure, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. If you would turn to the bottom of Column 6, top of Column 7, in the '749 patent.

If you could read to yourself the paragraph starting at Column 6, Line 65, down to Column 7, Line 4.

Are you with me, Dr. Pastore?

A. Yes, sir.

Q. So, you would agree that paragraph describes various known processes for

Skechers EX1077
Skechers v Nike
IPR2025-00141

manufacturing textiles, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. Specifically the part we just reviewed talks about different kind of warp knitting.

BY MR. SMITH:

Q. And then if you move down a little bit further here, Column 7, Lines 9 and 10, where it says, "Textile element 40 may be formed through any of the mechanical processes described -- or discussed above."

Do you see that?

A. Yes.

Q. So, do you understand the textile element in the '749 patent may be formed through either warp or weft knitting?

A. Yes.

Q. And by March 2004, do you agree there were known knitting machines that were capable of making the textile elements described in the '749 patent?

A. Yes.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Does that include warp knitting machines?

A. Yes.

Q. Does that also include weft or weft knitting machines?

A. Yes.

Q. I am going to move down a little further in Column 7 to line --

The paragraph starting Line 26 refers to a wide tube circular knitting machine as produced by Santoni S.p.A.?

Do you see that?

A. Yes.

Q. Now, that sentence continues -- describing the machine, "as capable of forming various types of stitches within a single textile structure."

Do you see that?

A. Yes.

Q. Do you agree that no knitting machines by March 2004 were capable of forming various stitches within a textile structure?

Skechers EX1077
Skechers v Nike
IPR2025-00141

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And those known machines, those were also programmable, to use selectable types of stitches at desired locations, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And the ability to place selected types of stitches at desired locations allowed skilled artisans to knit various patterns, textures or designs on the textile structure, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. And those capabilities we have just discussed are not unique to the Santoni S.p.A. wide tube circular knitting machine. Correct?

A. Correct.

Q. Let's go to Paragraph 31 of your

Skechers EX1077
Skechers v Nike
IPR2025-00141

declaration where you are discussing Exhibit 1005, Nichida.

(Whereupon, previously marked Exhibit 1005, first referral.)

BY MR. SMITH:

Q. So, it is your opinion that Nichida's material web 1 always has two primary components, unwound web parts 2 and material base 4.

Correct?

A. I'm sorry, Daniel had the wrong report. Okay. Now, I see it.

I'm sorry. Can you repeat the question, Brandon? I was thrown off.

Q. Is it your opinion that Nichida's material web 1 always has two primary components, unwound web parts 2 and material web base 4, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Your opinion that we just discussed is based on Figure 2 of Nichida, correct?

I realize that is not the only basis, but it is based, in part, on Figure 2 of Nichida, correct?

A. Yes. Figure 2 shows that, yes.

Q. And then it is also based -- I apologize, I'm flipping over to the Nichida reference.

It is also based on a sentence in Page 5 that says, "the material web base 4 may be a common woven or knitted fabric, e.g. consisting of warp and weft."

Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

MR. SMITH: And what I just read for the record was from Exhibit 1001, Page 5.

BY MR. SMITH:

Q. Now, you agree that the unwound web parts and material web base in Nichida are part of a single material web. Correct?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Yes.

Q. But, it is your opinion that single material web is always produced using a two-step process, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: A minimum of two steps, yes.

BY MR. SMITH:

Q. So, sticking with the two step -- I realize you think there could be more steps.

But, sticking with the two-step example, in Nichida it is your opinion that the first step of the creation of the material web is to manufacture the material web base. Correct?

A. Correct.

Q. And then in the second step the unwound web parts are either printed with fabric printing process or produced with the textile production process on top of or within the preexisting base.

That is your opinion, right?

A. Yes.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. So, just for clarification, it is your opinion that Nichida never describes a process during which the material web base and the unwound web parts are produced in a single manufacturing step?

A. Correct.

Q. Do you agree that Nichida discloses that the material web base can be knit?

A. Yes.

Q. Nichida also discloses that the unwound web parts, sometimes referred to as pattern elements, can be knit.

Correct?

A. Correct.

Q. Following this through, you -- do you also agree that Nichida discloses that the entire material web, inclusive of both the material web base and unwound web parts, can be knit?

MS. STAUBACH: Objection, form.

THE WITNESS: Nichida discloses that web base may be knit and the unwound web

Skechers EX1077
Skechers v Nike
IPR2025-00141

parts may be knit, yes.

BY MR. SMITH:

Q. Do you agree, though, that Nichida discloses an embodiment in which both the material web base and the unwound web parts are knit?

MS. STAUBACH: Objection, form.

THE WITNESS: I'm just hesitating because knit can be used as a noun or a verb in this case.

But, yes. Nichida discloses that the web and the -- that the web base and the unwound web parts may both be knitted fabrics.

BY MR. SMITH:

Q. So, using -- I understand the confusion. I'm not trying to trick you in going back on your opinion here.

All I'm asking is, using knit as a noun, does Nichida describe an embodiment in which both the material web base and the unwound web parts are knit?

Skechers EX1077
Skechers v Nike
IPR2025-00141

MS. STAUBACH: Objection, form. Asked and answered.

THE WITNESS: Nichida does disclose that the material web base and the unwound web parts may both be knitted fabrics, yes.

BY MR. SMITH:

Q. And it is your opinion that in an embodiment in which both are knitted fabrics, it is two separate knitting processes used to make that material web. Correct?

A. Yes.

Q. I think you said you had Nichida in front of you, correct?

A. I do.

Q. That is Exhibit 1005. If we could pull that up and turn to Page 5.

Looking at the first full paragraph starting with, "In Figs 1 and 2, 1 indicates a material web which, during its production by a method customary in the textile industry, e.g. by weaving and/or knitting and/or embroidery, is provided with a single or a plurality of unwound

Skechers EX1077
Skechers v Nike
IPR2025-00141

web parts 2 for the shoe-upper shape 3."

You agree that this sentence I just read states that one of the ways the material web can be produced is by knitting, correct?

MS. STAUBACH: Objection.

THE WITNESS: This sentence, I guess you are pointing out, is not well written. But, it tells us that it is provided with single or plurality of unwound web parts.

So, somehow we are taking one or more unwound web parts during the production which may have been through a weaving or a knitting or an embroidery process.

We provide those parts to the material web.

BY MR. SMITH:

Q. You agree that the list after the e.g. is disjunctive, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And this sentence describes knitting

Skechers EX1077
Skechers v Nike
IPR2025-00141

as a method that is customary in the textile industry, correct?

A. Yes, it does.

Q. Going back to Page 4 of Nichida. The third paragraph down starting with, "With the method according to the invention, only those parts of the material web corresponding to the pattern or an area of the pattern of the shoe upper or the associated sole part are produced in the required quality, thickness, multilayered or the like."

Are you with me?

A. Yes.

Q. As I understood your opinion in your report, it is your opinion that the word "multilayered" here indicates that a two-step process is used to manufacture Nichida's material web.

Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Not solely. But, yes.

BY MR. SMITH:

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Do you agree the list here: Quality, thickness, multilayered, or the like, is disjunctive, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Disjunctive from what? I'm not seeing it.

BY MR. SMITH:

Q. Got it. You agree the sentence does not require -- strike that.

Do you agree Nichida is not describing that its uppers are always multilayered, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: No, they are not always required to be multilayered.

BY MR. SMITH:

Q. You mentioned earlier that multilayer was just part of your opinion for why Nichida describes a multistep process.

So, let's go to, it would be Paragraph 42 of your declaration, Exhibit 2003.

Are you with me, Dr. Pastore?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Yes.

Q. All right. So, you say in the middle of this paragraph, "In my opinion, the mentions of producing multilayered pattern elements and the differential in quality between surface areas and the pattern elements means that the pattern elements are formed in a separate process from the material web base 4, which may be formed from gauze or with low to very low number of warps and/or wefts."

As we talked about multilayered, what are you referring to when you say the differential in quality between the surface areas and the pattern elements?

A. As we just saw previously from Nichida -- I have lost the page here. Nichida talks about quality.

Q. We were on Page 4 of Nichida, if that helps.

A. Yes. The produced in the required quality, thickness, multilayered or the like.

So, Nichida tells us there can be

Skechers EX1077
Skechers v Nike
IPR2025-00141

different qualities between the surface areas and the pattern. There are differences in quality that can be produced.

Q. So, when you say differential in quality, are you just referring to quality as stated on Page 4 of Nichida or is there something else you are referring to?

MS. STAUBACH: Objection, form.

THE WITNESS: I'm referring to quality as just general characteristics, the qualities of a material.

BY MR. SMITH:

Q. Okay. Would that include, for example, the weight of the material?

A. Yes.

Q. Would it include the cost of the material?

A. Yes.

Q. Are there any other qualities you are specifically referring to other than weight and cost?

MS. STAUBACH: Objection, form.

Skechers EX1077
Skechers v Nike
IPR2025-00141

THE WITNESS: Yes. Qualities such as the texture. We know these things might be weaves. They might be knits. They might be embroidery. There might be printing.

There could be "ands" used there. There can be weaving and knitting. There are different qualities that are formed.

BY MR. SMITH:

Q. So, when you are referring to a differential in quality between surface areas and the pattern elements, part of the basis for that opinion is that Nichida describes processes such as embroidery and printing. Correct?

A. And weaving and knitting, yes.

Q. All right. Moving on to the latter half of that same sentence in your declaration here talking about -- I think you are quoting Nichida gauze or with a low to very low number of warps and/or wefts.

Does that sentence describe a knit fabric?

A. No, generally when we talk about the

Skechers EX1077
Skechers v Nike
IPR2025-00141

number of warps and/or wefts, we are typically talking about a woven fabric.

Q. Could it describe a knit fabric?

A. Again, this translation is less than perfect, but it would be very rare to use number of warps and wefts to describe a knit.

It would be someone who wasn't familiar with the typical language of the industry.

Q. Okay. So, going back to Page 4 of Nichida, same paragraph we have been looking at.

It says, "The remaining area of the material web may be of a simple lightweight or inexpensive fabric quality."

Are you with me or is that not showing up?

A. Yes. It is not highlighted but I'm with you.

Q. You agree that a lightweight or inexpensive fabric quality can refer to a knit material, correct?

A. Yes, there is no specification of

Skechers EX1077
Skechers v Nike
IPR2025-00141

the fabric structure.

Q. Go to your Page 19 of your report.

So, it is your opinion that Nichida does not disclose that the knitted textile element has a substantially planar configuration upon removal from the surrounding knitted textile structure, correct?

A. Correct.

Q. I'm going to refer to Figures 1 and 2 of Nichida here.

But, are you okay referring to the ones that are on the bottom of your report that are colored?

A. Yes.

Q. Great. So, for Nichida's Figure 1, do you agree that the material web depicted in this image is depicted as being substantially planar?

A. We are seeing a drawing of a projection of this fabric. So that the drawing appears to contain a planar structure but it is not described anywhere.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Do you agree that the material web depicted in Figure 2 is depicted as being substantially planar?

A. Figure 1 is just a zoom of Figure 2. And, it is drawn as a projection.

It looks like a two-dimensional drawing but of course it is on a piece of paper so we can't really judge that.

Q. What do you mean by it is on a piece of paper so we can't really judge that?

A. Well, we have no sense of the third dimension of this. It is not drawn in isometric. It is just drawn as a projection.

Q. So, as I understand it, it is your opinion that Nichida does not show the pattern elements after they are removed from the material web. Right?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct. In the context of a shoe.

BY MR. SMITH:

Q. So, I just want to follow through

Skechers EX1077
Skechers v Nike
IPR2025-00141

and make sure I'm understanding you correctly.

It is your opinion that Nichida is effectively silent on whether its pattern elements are substantially planar after the removal of the material web. Correct?

A. Correct.

Q. Now, going to Paragraph 47 of your report, on the next page.

You say in the third sentence, "In my opinion, the varying processes that Nichida describes for forming pattern elements 2 may impart a curl or three-dimensional structure to a removed pattern element such that it is not substantially planar."

In that sentence --

A. Okay --

Q. -- what varying processes are you referring to?

A. The processes that Nichida describes for making the elements that form up the pattern element.

Q. So, would that include embroidery?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. It would include embroidery.

Q. So, is it your opinion that embroidery may impart a curl or three-dimensional structure to a removed pattern element?

A. It is possible depending on the specifics of the production technique.

Q. So, it may or it may not. Is that correct?

MS. STAUBACH: Objection, form.

THE WITNESS: That is correct.

BY MR. SMITH:

Q. By varying processes, are you also referring to weaving?

A. Yes.

Q. And is it your opinion that weaving may impart a curl or three-dimensional structure to the removed pattern element?

A. It is my opinion that depending on the way that the, in our example, the woven elements are attached to the web base, upon removal from the material web it may induce curvature.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. And again you say may induce curvature, but it may not. Correct?

A. Correct. It is unknown because there is no description of the process.

Q. So, let's go to the example. I think we agreed upon where, I know in your opinion two-step process, both the base and the pattern elements are knitted.

Are you with me?

A. Yes.

Q. In that example, is it your opinion that when the pattern element is removed from the base, it may impart a curl or three-dimensional structure to the removed pattern element?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. By the same logic.

We don't know how that knitted pattern element is attached to the web base. And depending on the details, it may or may not impart curvature and cause a three-dimensional structure when it is

Skechers EX1077
Skechers v Nike
IPR2025-00141

removed from the base.

BY MR. SMITH:

Q. Does the term --

Claims 5 and 15 of the '749 patent use the phrase "substantially planar," right?

A. Yes.

Q. In your opinion, is any amount of curl permitted for a textile element to be substantially planar after removal from the surrounding textile structure?

MS. STAUBACH: Objection, form.

THE WITNESS: I think substantially is intended to mean it does not need to be perfectly planar.

But, substantially it would appear to be planar even if a measurement could indicate that it wasn't planar.

BY MR. SMITH:

Q. So, I'm back to the question: Is any amount of curling permitted?

MS. STAUBACH: Objection, form.

THE WITNESS: It would depend on the

Skechers EX1077
Skechers v Nike
IPR2025-00141

context, but I believe substantially allows a very small amount of curling or curvature to be present.

BY MR. SMITH:

Q. Going back to your opinion in Paragraph 47 of your report. When you say "in part, a curl," are you referring to a more significant curl than the very small amount that you think is permitted by the claim?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. I am referring to enough of a curl or three dimensionality that a POSITA would say no, that is not substantially planar.

BY MR. SMITH:

Q. Is it your opinion that whether or not that curl is present is a function of the manufacturing processes used, right?

A. Yes.

Q. And it would be within the skill of a person of ordinary skill in the art to select the manufacturing process from among those

Skechers EX1077
Skechers v Nike
IPR2025-00141

described in Nichida such that it would not impart a curl. Right?

MS. STAUBACH: Objection, form.

THE WITNESS: You are asking if it is possible to do this without curling?

I, I -- I'm not quite catching what the POSITA's goal was here.

BY MR. SMITH:

Q. Strike that. We can move on.

I'm going to ask you to assume -- I know you disagree, but I'm going to ask you to assume that Nichida's material web base and pattern element are simultaneously knit.

Okay? Are you with me?

MS. STAUBACH: Objection.

THE WITNESS: I understand your premise.

BY MR. SMITH:

Q. Okay. Assuming the web base and pattern element are simultaneously knit, will the removed pattern element be substantially planar?

MS. STAUBACH: Objection, form.

Skechers EX1077
Skechers v Nike
IPR2025-00141

THE WITNESS: There is not enough information to judge.

BY MR. SMITH:

Q. Okay.

MR. SMITH: Dan, can you pull up Exhibit 2009.

(Whereupon, previously marked Exhibit 2009, first referral.)

BY MR. SMITH:

Q. And Dr. Pastore, are you familiar with Exhibit 2009? This is the Leach reference that is in Paragraph 43.

A. Yes.

Q. The title of this reference is Geotextile Fabric Construction. Right?

A. Yes.

Q. Do you agree that geotextiles are composite fabrics that are used in construction sites to prevent erosion?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes, that is one of

Skechers EX1077
Skechers v Nike
IPR2025-00141

the applications.

BY MR. SMITH:

Q. The Leach reference we are looking at describes knitting through a nonwoven fabric, correct?

A. Correct.

Q. You would also agree that knitting through a nonwoven fabric unavoidably damages the nonwoven fabric. Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. And that is because the knitting needles will go through the nonwoven fabric, right?

A. Yes.

Q. Is it also correct that when you knit through, say you -- strike that.

You are knitting through a sheet of nonwoven fabric, if you removed the portion you knit, does your nonwoven fabric -- strike that. I'm forming a poor question.

Skechers EX1077
Skechers v Nike
IPR2025-00141

If you knit a pattern element on a nonwoven fabric and then remove that pattern element, are you also removing a portion of the nonwoven fabric?

MS. STAUBACH: Objection, form.

THE WITNESS: I'm not sure what you have in mind with removing. If you mean cutting it out?

BY MR. SMITH:

Q. Yes, cutting it out.

A. Then, some of that nonwoven fabric would be in the pattern element that you have removed, yes.

Q. And the presence of that nonwoven fabric in the pattern element that you have removed would impact the properties of that pattern element, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

MR. SMITH: All right. I'm about to switch topics. This is probably a good time for our first break.

Skechers EX1077
Skechers v Nike
IPR2025-00141

(Recess taken -- 10:57 a.m.)

(After recess - 11:09 a.m.)

BY MR. SMITH:

Q. Welcome back, Dr. Pastore.

I've got to ask this question: Did you discuss the substance of your testimony with counsel on a break?

A. No, I did not.

Q. Okay. Okay. Let's turn to Zuckerman, Exhibit 1008.

(Whereupon, previously marked Exhibit 1008, first referral.)

BY MR. SMITH:

Q. Do you have that in front of you?

A. I do.

Q. And, just so, to orient you in your report, the opinions regarding Zuckerman, I guess largely start on Page 21.

All right. So, it is your opinion that Zuckerman does not disclose a surrounding textile structure; is that correct?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. That is correct.

Q. I think you have Zuckerman in front of you.

If you are looking at Figure 1 of Zuckerman, you do agree -- well, first, let's orient you.

You understand that Reference Number 11 in Zuckerman is the blank, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And as depicted in Figure 1 of Zuckerman, there is knitted fabric on both sides of the blank.

Correct?

A. Correct.

Q. You just disagree that that fabric constitutes a surrounding textile structure, correct?

A. Correct.

Q. Now, your disagreement is based in part on your opinion that a person of ordinary

Skechers EX1077
Skechers v Nike
IPR2025-00141

skill in the art would understand that a surrounding textile structure extends around most or all of the periphery of the textile element, correct?

A. Correct.

Q. And for clarification, by most you mean at least 50 percent?

MS. STAUBACH: Objection.

THE WITNESS: I believe it is substantially more than that, but it would depend on the context. We would have to know exactly what we were considering.

But, definitely more than 50 percent.

BY MR. SMITH:

Q. So, in your opinion, is the lower bound of determining whether there is a surrounding textile structure -- strike that.

In your opinion, does a surrounding textile structure need to extend around at least 50 percent of the textile element?

A. At a minimum, yes. But

Skechers EX1077
Skechers v Nike
IPR2025-00141

substantially more I would think, depending on the specific context we are looking at.

Q. Going back to Zuckerman Figure 1. It is your opinion that the knit material on either side of Zuckerman's blank would be considered two separate textile structures, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And it is your opinion that two separate textile structures cannot be considered a surrounding textile structure, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. So, if there is just a very small gap between two separate textile structures that otherwise surround over 50 percent of the textile element, you still would not consider that a surrounding textile structure, correct?

MS. STAUBACH: Objection, form.

Skechers EX1077
Skechers v Nike
IPR2025-00141

THE WITNESS: You are asking if there were two separate regions that do not touch each other, would they be considered a singular textile structure. I would say no.

BY MR. SMITH:

Q. Even if the gap between those two separate regions is very small?

MS. STAUBACH: Objection.

THE WITNESS: I don't think the size of the gap matters, just whether it was one or more regions of textile.

BY MR. SMITH:

Q. All right. Thank you.

So, focusing still on Figure 1 of Zuckerman. You would agree that there is no textile adjacent to the top edge of the blank in Figure 1. Right?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. The top edge of the blank is bounded by air, right?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Presumably, yes.

Q. Is that also true for the bottom edge?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. So, if you ignore the edges that are bounded by air, each remaining edge of Zuckerman's blank is adjacent to a textile structure. Correct?

A. Correct.

Q. So, it is your opinion that a person of ordinary skill would consider the edges of the textile element that are bounded only by air when determining whether there is a textile structure that extends around most or all of the textile element. Correct?

A. Yes.

Q. All right. So turning to the section that starts on Page 23 of your declaration regarding the incorporating step.

Is it your opinion that Zuckerman

Skechers EX1077
Skechers v Nike
IPR2025-00141

does not disclose incorporating the knitted textile element into the article of footwear?

A. Yes, it is.

Q. Do you agree that Zuckerman's slipper when completed is an article of footwear, as the term is used in the '749 patent?

A. Yes.

Q. So, then you agree that the term "article of footwear" as used in the '749 patent does not require the sole to be a physically distinct component from the upper, then. Right?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. There must be a sole. There must be an upper. But, they need not be separate.

BY MR. SMITH:

Q. Turn to your Page 24 of your declaration. You see the figures at the bottom half of that page?

A. Yes.

Q. And am I understanding correctly to what you are depicting is effectively a flow

Skechers EX1077
Skechers v Nike
IPR2025-00141

chart of various manufacturing steps?

A. Yes.

Q. All right. So, in Figure 1 of Zuckerman, is the blank an article of footwear?

MS. STAUBACH: Objection, form.

THE WITNESS: It is an incomplete article of footwear.

BY MR. SMITH:

Q. What do you mean by incomplete?

A. There is some seaming required before it is complete into the invention.

Q. So, in Figure 1 of Zuckerman, it is your opinion that the blank has both an upper and a sole?

A. Yes.

Q. Okay. Then in Figure 2, when seam 33 is joined, it is still your opinion that the blank is an article of footwear?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. It is still incomplete at that

Skechers EX1077
Skechers v Nike
IPR2025-00141

point?

A. Correct.

Q. Is it the same for what is depicted in Figure 3?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes.

BY MR. SMITH:

Q. And Figure 4 is still an incomplete article of footwear, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Figure 4 shows us the completed article of footwear.

BY MR. SMITH:

Q. Why do you say Figure 4 is a completed article of footwear?

A. That is ready to wear. The toe can be sewn up, but as it is, it could be worn.

Q. Zuckerman describes knitting a blank within a strip of textile, removing the blank from the strip of textile and transforming the blank into an article of footwear. Correct?

A. Correct.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. It is your opinion that process does not satisfy the claim language from Claim 1 of the '749 patent "incorporating the knitted textile element into an article of footwear."

Is that correct?

A. That is correct.

Q. So then is it your opinion that the textile element must be combined with another separate structure to be incorporated into an article of footwear?

A. Yes. In the context of '749, it is very specifically attached to a sole.

Q. So, is it your opinion that the textile element must be attached to a sole to be incorporated into an article of footwear?

A. That is what '749 teaches us, yes.

Q. And is that what is required by the claim term "incorporating the knitted textile element into the article of footwear"?

A. I believe so.

Q. Zuckerman describes embodiments where the knitted blank is combined with other

Skechers EX1077
Skechers v Nike
IPR2025-00141

components. Correct?

A. Yes. A decoration could be added to the shoe, yes.

Q. And one of the components that Zuckerman describes combining with its blank is an insert 47. Correct?

A. Yes.

Q. It is your opinion that -- strike that.

The insert 47 can also be described as a toe covering portion, correct?

A. Correct.

Q. And it is your opinion that toe covering portion is an adornment. Correct?

A. Correct.

Q. Just to make sure I understand your opinion, the article of footwear you believe is complete prior to the addition of the toe covering portion. Is that right?

A. Yes. I believe that is an article of footwear shown in Figure 4.

Q. And it is a complete article of

Skechers EX1077
Skechers v Nike
IPR2025-00141

footwear. Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: I'm not sure what complete means as you are describing it, but it is an article of footwear. It has an upper and a sole that can be worn.

BY MR. SMITH:

Q. So, when you refer to an adornment -- and I am in Paragraph 60 of your report, by the way.

When you refer to adornments such as Zuckerman's toe covering portion 47, are you referring to structures that are added after the blank is transformed into an article of footwear?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes. These are adornments, decorations added to an article of footwear.

BY MR. SMITH:

Q. And, it is your opinion that combining the blank 11 and toe covering portion 47 does not satisfy the incorporating step of

Skechers EX1077
Skechers v Nike
IPR2025-00141

Claim 1 of the '749 patent. Correct?

A. Correct.

Q. It is also your opinion that combining the blank with pom-pom 51 does not satisfy the incorporating step of Claim 1 of the '749 patent. Correct?

A. Correct.

Q. Just for completeness, it is also your opinion that the pom-pom is an adornment?

A. Yes.

Q. You agree -- or strike that.

Do you agree that Zuckerman describes an embodiment of its slipper that does not incorporate the toe covering portion 47?

MS. STAUBACH: Objection, form.

THE WITNESS: Certainly it is disclosed from Figure 4 where the claim requires the toe covering.

BY MR. SMITH:

Q. When you say the claim requires the toe covering, are you referring to Claim 1 of Zuckerman?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Claim 1, yes. My apologies.

Q. Okay. If you could go to, I guess it is Page 2, right-hand column, Line 39.

"Slippers may also be made from blank 11 as shown in Figures 8, 9, and 10 without using inserts 47."

A. Yes.

Q. So, that would be an embodiment of Zuckerman that does not use the toe covering portion, correct?

A. Correct.

Q. Moving to, it is Page 26 of your report.

It is your opinion that Zuckerman does not disclose knitting an outline of the textile element, correct?

A. Correct.

Q. In the bottom of Paragraph 63 of your report, Exhibit 2003, you say, "For at least this reason, Zuckerman also fails to knit an outline of the textile element within a surrounding textile structure."

Skechers EX1077
Skechers v Nike
IPR2025-00141

Are you with me?

A. Yes.

Q. Okay. Now is it your opinion that the outline is a feature separate from the textile structure and the textile element that must be knitted within the surrounding textile structure?

MS. STAUBACH: Objection, form.

THE WITNESS: Yes, the outline would be a knitted structure that delineates the difference between the surrounding textile structure and the textile element.

BY MR. SMITH:

Q. Does the outline need to be separate from the textile element?

MS. STAUBACH: Objection, form.

THE WITNESS: The outline would represent the boundary between the two.

BY MR. SMITH:

Q. But does not need to be a separate knit structure. It just needs to delineate a boundary; is that correct?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Correct.

Q. Is it your opinion that the knitted outline must go entirely around the textile element?

MS. STAUBACH: Objection, form.

THE WITNESS: It must delineate the difference between the textile element and the surrounding textile structure.

BY MR. SMITH:

Q. So, for example, if the surrounding textile structure goes around 51 percent of the textile element, it is your opinion that the outline must at least delineate the boundary between that 51 percent that is adjacent in the surrounding textile structure?

MS. STAUBACH: Objection.

THE WITNESS: I resist the notion that we could have a 51 percent perimeter that would be considered surrounding.

But, yes, the outline must cover the border between the element and the textile structure throughout the surrounding textile

Skechers EX1077
Skechers v Nike
IPR2025-00141

structure.

BY MR. SMITH:

Q. Okay. So, for whatever portion of the textile element is bounded by the surrounding textile structure, that portion must have a boundary delineated by an outline to satisfy Claim 3. Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. So, for the -- strike that.

To determine whether there is an outline, we do not need to look at the edges that are bounded by air. Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct. The outline distinguishes the textile element from the surrounding textile structure.

BY MR. SMITH:

Q. Do you have the '749 patent in front of you?

A. Yes.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Q. Can you turn to Figure 9?

A. Yes.

Q. I think you agree, Figure 9 shows a textile element in the surrounding textile structure. Right?

A. Yes.

Q. Okay. Does Figure 9 also show an outline of that textile element?

A. Yes.

Q. If the textile element -- let's just take what I might call the lower half, the half that is the heel.

Do you understand what I am referring to?

A. What would be on the lower right of the image as it is oriented now on the screen?

Q. Yes, yes. If you were to move that lower edge of the textile element to the very edge of the textile structure. Are you following me?

A. Yes.

Q. Okay. It would still -- there would

Skechers EX1077
Skechers v Nike
IPR2025-00141

still be an outline of the textile element, right?

MS. STAUBACH: Objection, form.

THE WITNESS: It is a little challenging here because that is not -- the outline is not flat on that lower right side. And the way that the knitting machine operates, it is a continuous run, going from, say upper left to lower right.

So, I don't know if we had cut the fabric, you mean so that it touched, some part of it touches the edge?

BY MR. SMITH:

Q. Well, I think we might be talking past each other here.

So, in Figure 9 this was knit on a circular knit machine, right?

A. Yes.

Q. Okay. I see the issue. We can move on there.

All right. By 2004, knitting outlines was a known way of differentiating a

Skechers EX1077
Skechers v Nike
IPR2025-00141

textile element from other fabric within a sheet of textile, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: That is a -- you said 2009. I'm going to guess you meant 2004.

But, I might be wrong there.

BY MR. SMITH:

Q. Oh, no, I will re-ask it if you heard 2009. The reporter got 2004 but I will re-ask it.

By 2004, knitting an outline was a known way of differentiating a textile element from other fabric within a sheet of textile, correct?

MS. STAUBACH: Objection, form.

THE WITNESS: As I sit here, I can't remember reading anything that introduced this idea of textile elements with surrounding textile structures that had outlines.

So, although the technology existed, I don't know if it was a known process or if

Skechers EX1077
Skechers v Nike
IPR2025-00141

this was something that two are created from cold cloth, to use a phrase.

BY MR. SMITH:

Q. Let's go to Page 32 of your report Exhibit 2003.

Do you see the sentence starting, "In my opinion," in about the middle of the first paragraph?

A. Yes.

Q. Okay. So, it is your opinion that a person of ordinary skill in the art would not have used a knitted outline on Zuckerman's knitted strip because the projection and recess shown in Zuckerman would -- could align with a cutting die and this would be a simpler method than knitting an outline. Correct?

MS. STAUBACH: Objection, form.

THE WITNESS: Correct.

BY MR. SMITH:

Q. You do agree that changing stitch patterns within a knitted strip can form an outline. Correct?

Skechers EX1077
Skechers v Nike
IPR2025-00141

A. Yes.

MR. SMITH: Can we pause and take five, Lindsey?

MS. STAUBACH: Sure thing.

(Recess taken -- 11:41 a.m.)

(After recess -- 11:52 a.m.)

BY MR. SMITH:

Q. Can you bring back up Zuckerman, which is Exhibit 1008, Dr. Pastore?

A. Okay.

Q. Looking at Figure 1. Do you agree that there is a visually distinct boundary between the blank and other textile structure at Lines 29 and 27?

MS. STAUBACH: Objection, form.

THE WITNESS: No, those are described as cut lines, I believe, in the patent.

BY MR. SMITH:

Q. Not quite my question.

Does Figure 1 show a boundary between the blank and the other textile structure

Skechers EX1077
Skechers v Nike
IPR2025-00141

at Lines 29 and 27?

MS. STAUBACH: Objection, form.

THE WITNESS: After it has been cut, then the cut would represent a boundary between the blank and the air.

But, nothing in the drawing indicates that there is a boundary in the knitted structure.

MR. SMITH: Those are all of the questions I have today. Thank you for your time, Dr. Pastore.

THE WITNESS: Certainly.

MS. STAUBACH: I don't have any redirect.

(Whereupon, signature not having been waived, the deposition suspended at 11:54 a.m. EST)

* * *

Skechers EX1077
Skechers v Nike
IPR2025-00141

CERTIFICATE OF NOTARY

I, LORI J. GOODIN, RPR, CRR, CA CSR # 13959 the Notary for this deposition, do hereby certify that the witness whose testimony appears in the foregoing deposition was sworn by me; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially or otherwise interested in the outcome of this action.

Lori J. Goodin

LORI J. GOODIN, RPR, CLR, CRR
Notary Public in and for:

STATE OF FLORIDA, COUNTY OF SARASOTA
Notary Commission Number: GG987804
My Commission expires: May 12, 2028
STATE OF CALIFORNIA, CA CSR# 13959
My Commission expires: February 22, 2025
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL
My Commission expires: August 2, 2025
DISTRICT OF COLUMBIA, WASHINGTON DC
My Commission expires: June 1, 2026
STATE OF DELAWARE, COUNTY OF KENT
My Commission expires: September 9, 2025
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LEHIGH
My Commission expires: April 5, 2025

Skechers EX1077
Skechers v Nike
IPR2025-00141

Christopher Pastore, Ph.D., c/o
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Ave, NW
Washington, DC 20001-3743

Case: Lululemon USA Inc. v. Nike, Inc.
Date of deposition: January 14, 2025
Deponent: Christopher Pastore, Ph.D.

Please be advised that the transcript in the above referenced matter is now complete and ready for signature. The deponent may come to this office to sign the transcript, a copy may be purchased for the witness to review and sign, or the deponent and/or counsel may waive the option of signing. Please advise us of the option selected. Please forward the errata sheet and the original signed signature page to counsel noticing the deposition, noting the applicable time period allowed for such by the governing Rules of Procedure. If you have any questions, please do not hesitate to call our office at (202)-232-0646.

Sincerely,
Digital Evidence Group
Copyright 2025 Digital Evidence Group
Copying is forbidden, including electronically, absent express written consent.

Skechers EX1077
Skechers v Nike
IPR2025-00141

Digital Evidence Group, L.L.C.
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

SIGNATURE PAGE
Case: Lululemon USA Inc. v. Nike, Inc.
Witness Name: Christopher Pastore, Ph.D.
Deposition Date: January 14, 2025

I do hereby acknowledge that I have read and examined the foregoing pages of the transcript of my deposition and that:

(Check appropriate box):
( ) The same is a true, correct and complete transcription of the answers given by me to the questions therein recorded.
( ) Except for the changes noted in the attached Errata Sheet, the same is a true, correct and complete transcription of the answers given by me to the questions therein recorded.

_____ _____
DATE WITNESS SIGNATURE

_____ _____
DATE NOTARY

Skechers EX1077
Skechers v Nike
IPR2025-00141

Digital Evidence Group, LLC
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202)232-0646

ERRATA SHEET

Case: Lululemon USA Inc. v. Nike, Inc.
Witness Name: Christopher Pastore, Ph.D.
Deposition Date: January 14, 2025

Page No.	Line No.	Change

_____ _____
Signature Date

Skechers EX1077
Skechers v Nike
IPR2025-00141

A
a.m 1:16 2:4 5:1 50:1,2 71:5,6 72:16
ability 25:10
above-titled 2:2
absent 74:21
accurate 7:3
acknowledge 75:7
action 2:2 73:7,9
added 60:2 61:13 61:17
addition 60:18
adjacent 54:16 55:9 65:14
Administrator 2:8
adornment 60:14 61:9 62:9
adornments 61:11,17
advise 74:12
advised 74:7
affect 7:5
agree 12:10 15:18 16:12 17:5 21:10 22:21 23:18 24:20 27:20 29:7,16 30:3 32:2,17 34:1,8,10 38:19 39:16 40:1 47:18 48:7 51:5 54:15 56:4,8 62:11,12 67:3 70:20 71:11
agreed 5:22 43:6
ahead 9:17
air 54:22 55:8,14 66:14 72:5
align 70:14
allow 14:7
allowed 25:11 74:15
allows 45:1
alternatively 20:12
American 9:21
amount 44:7,20 45:2,8
analysis 11:7 12:14
and/or 31:21,21 35:10 37:19 38:1 74:11
ands 37:5
ANNE 73:16
answer 8:22 9:16 14:9
answered 31:2
answers 75:11,13
apologies 63:1
apologize 27:8
APPEAL 1:2
appear 44:15
Appearance 5:12
APPEARANC... 3:1
appearing 5:21
appears 39:21 73:6
applicable 74:15
applications 19:12 48:1
applied 11:13 12:7
appropriate 75:10
approximately 2:4
April 73:22
area 33:8 38:12
areas 14:16,21 15:7 35:6,13 36:1 37:10
Arnold 3:14 5:17 74:1
art 11:18,22 12:11,17,21 13:6,9,22 18:7 45:21 52:1 70:11
article 21:14 56:2 56:5,9 57:4,7 57:18 58:9,12 58:15,21 59:4 59:10,15,19 60:17,20,22 61:5,14,17
artisans 25:12
ARUNDEL 73:16
Asked 31:2
asking 30:19 46:4 54:1
associated 33:9
assume 7:12 46:10,12
assuming 8:16 10:17 46:19
attached 42:20 43:19 59:12,14 75:12
attorney 73:8
attorney/client 9:15
August 73:16
Ave 74:2
Avenue 3:10,15

B
back 30:18 33:4 38:10 44:19 45:5 50:4 53:3 71:8
base 26:9,18 27:11,21 28:14 28:20 29:3,8,18 29:22 30:5,12 30:21 31:4 35:8 42:20 43:7,13 43:19 44:1 46:12,19
based 27:2,4,7,10 51:21
basis 27:4 37:11
BEAR 3:3,9
beginning 9:2
behalf 3:2,13 5:13,17
believe 12:13,16 12:19 13:4 45:1 52:9 59:20 60:17,20 71:17
best 11:15
beyond 9:17 11:11 13:5
bit 23:8
blank 51:8,14 53:5 54:16,21 55:9 57:4,13,18 58:18,19,21 59:22 60:5 61:14,21 62:4 63:5 71:13,22 72:5
blend 19:22
BOARD 1:2
border 65:21
bottom 12:5 22:14 39:12 55:2 56:18 63:18
bound 52:17
boundary 64:18 64:22 65:13 66:6 71:12,21 72:4,7
bounded 54:21 55:8,14 66:4,14
box 75:10
Brandon 3:4 5:12 8:4 26:15
brandon.smith... 3:8
break 7:15,16 49:22 50:7
brief 7:9
briefly 9:21
bring 71:8
Brookstein 12:12
brought 8:6
bunch 8:13

C
C 3:15
c/o 74:1
CA 73:4,14
California 1:19 2:5,10 3:7 73:14
call 67:11 74:17
called 5:7 11:2
capabilities 13:15 13:18 14:1 25:18
capable 23:20 24:15,21
case 1:7 30:10 74:4 75:4 76:8
catching 46:6
cause 43:21
caution 9:13
certain 19:12 21:2
certainly 17:2,18 21:2 62:16 72:12
CERTIFICATE 73:1
Certified 2:6,8
certify 73:5
challenging 68:5
change 19:6 76:11
changes 75:12
changing 70:20
characteristics 36:10
chart 57:1
Check 75:10
chemically 19:19
Christopher 1:14 2:1 4:2,10 5:6 6:12 74:1,5 75:5 76:9
circular 13:19 14:9 15:7 24:10 25:20 68:17
claim 45:9 59:2,2 59:18 62:1,5,17 62:20,21 63:1 66:7

Skechers EX1077
Skechers v Nike
IPR2025-00141

claims 13:9 44:4
clarification 11:1 29:1 52:6
clean 8:16
clear 19:3
cloth 70:2
cold 70:2
colored 39:13
Columbia 2:11 73:17
column 22:15,15 22:17,18 23:8 24:8 63:3
combined 59:8 59:22
combining 60:5 61:21 62:4
come 74:9
commencing 2:3
Commission 73:13,13,15,16 73:18,20,22
common 18:21 27:12
Commonwealth 2:11 73:21
communications 9:15
complete 57:11 60:18,22 61:4 74:8 75:11,13
completed 56:5 58:12,15
completeness 62:8
component 56:11
components 26:9 26:17 60:1,4
composite 19:13 19:15,18 20:1,2 20:10 47:19
composites 20:3
composition 20:11,12
comprises 19:18
configuration 39:5
confusion 30:17
consent 74:22
consider 53:20 55:13
considered 11:7 53:6,12 54:3 65:19
considering 52:12
consisting 27:12
constitutes 51:18
construction 47:16,19
contain 11:6 39:21
contained 11:14
context 20:7 40:20 45:1 52:11 53:2 59:11
continues 24:14
continuous 68:8
copies 8:17
copy 10:15 74:10
Copying 74:21
Copyright 74:21
core 19:17
correct 13:6 14:16 15:14 16:5,22 18:8,10 19:4,5 21:5,6 21:20,22,22 22:10,12 23:1 25:6,14,16,20 25:21 26:11,19 27:2,5,14,16,22 28:4,14,15 29:6 29:13,14 31:10 31:13 32:4,18 33:2,19 34:3,12 37:13 38:21 39:7,8 40:19 41:5,6 42:8,10 43:2,3 48:5,6,9 48:11,17 49:17 49:19 50:22 51:1,8,15,16,19 51:20 52:4,5 53:7,13,15,21 54:19 55:10,11 55:17 58:2,9,21 58:22 59:5,6 60:1,6,11,12,14 60:15 61:1 62:1 62:2,6,7 63:10 63:11,16,17 64:22 65:1 66:7 66:9,14,16 69:2 69:14 70:16,18 70:22 75:10,13
correctly 41:1 56:21
corresponding 33:7
cost 17:3 36:16 36:21
cotton 19:22
counsel 6:2 9:7 11:10 50:7 73:6 73:8 74:11,14
count 21:7
COUNTY 73:12 73:16,19,21
course 40:7
COURT 5:19
cover 65:20
covering 60:11 60:14,19 61:12 61:21 62:14,18 62:21 63:9
create 16:3
created 70:1
creation 28:13
CRR 1:18 2:5 73:3,11
CSR 1:19 2:5 73:4,14
curl 41:12 42:3 42:16 43:13 44:8 45:7,8,12 45:17 46:2
curling 44:20 45:2 46:5
curvature 42:22 43:2,21 45:2
customary 31:20 33:1
cut 68:10 71:17 72:3,4
cutting 49:8,10 70:15

D

D.C 1:21 3:16 75:2 76:3
damages 48:8
Dan 3:19 47:5
Daniel 26:12
Date 74:4 75:5,17 75:22 76:10,22
day 10:16
DC 73:17 74:2
declaration 4:10 8:1,2,8 9:2 10:20 11:14,20 12:7 26:1 34:21 37:16 55:21 56:18
decoration 60:2
decorations 61:17
define 19:16
definitely 52:13
definition 12:7
Delaware 2:11 73:19
delineate 64:21 65:6,13
delineated 66:6
delineates 64:10
depend 44:22 52:11
depending 42:5 42:18 43:20 53:1
depends 20:7
depicted 39:16 39:17 40:2,2 51:12 58:3
depicting 56:22
deponent 74:5,9 74:11
deposition 1:14 2:1 5:21 6:14 7:21 8:21 9:3,7 72:16 73:4,6,7 74:4,14 75:5,8 76:10
describe 21:11 30:20 37:20 38:3,6
described 22:2,6 23:11,20 39:22 46:1 60:10 71:17
describes 21:14 22:22 29:2 32:22 34:19 37:12 41:11,19 48:4 58:18 59:21 60:5 62:13
describing 24:15 34:11 61:4
description 4:9 43:4
designs 25:13
desired 25:6,11
details 43:20
determine 66:12
determining 52:17 55:15
die 70:15
difference 64:11 65:7
differences 36:2
different 14:15 14:15,21,21 15:6,6 16:2,18 23:4 36:1 37:7
differential 35:5 35:13 36:4 37:10
differentiating 68:22 69:12
Digital 1:20 74:20,21 75:1 76:1

Skechers EX1077
Skechers v Nike
IPR2025-00141

digitally 10:9
dimension 40:12
dimensionality 45:12
direct 19:6
disagree 46:11 51:17
disagreement 51:21
disclose 31:3 39:4 50:21 56:1 63:15
disclosed 62:17
discloses 29:7,10 29:16,21 30:4 30:11
discuss 50:6
discussed 23:11 25:19 27:1
discussing 26:1
disjunctive 32:18 34:3,5
distinct 19:19 56:11 71:12
distinguishes 66:17
District 2:10 73:17
Document 3:19
Doughty 8:10
Dr 6:7 8:6 12:12 22:19 34:22 47:11 50:4 71:9 72:11
drawing 39:19,20 40:7 72:6
drawn 40:5,12,13
duly 5:8

E

e.g 27:12 31:20 32:18
earlier 34:17
easier 10:15
Eastern 1:16
edge 54:16,21 55:3,8 67:18,19 68:12
edges 55:7,13 66:13
education 13:2 14:5
effectively 41:3 56:22
eight 9:5
either 23:16 28:17 53:5
electronically 74:21
element 21:19 22:9 23:9,15 39:5 41:13,21 42:4,17 43:12 43:14,19 44:8 46:13,20,21 49:1,3,12,15,17 52:3,21 53:20 55:14,17 56:2 59:4,8,14,19 63:16,21 64:5 64:12,15 65:4,7 65:12,21 66:4 66:17 67:4,8,10 67:18 68:1 69:1 69:12
elements 18:18 19:20 23:20 29:12 35:5,6,7 35:14 37:11 40:16 41:4,11 41:20 42:20 43:8 69:18
embodiment 30:4 30:20 31:8 62:13 63:8
embodiments 59:21
embroidery 31:21 32:13 37:4,13 41:22 42:1,3
employed 73:7,8
employee 73:8
employment 13:2
encapsulated 20:5
entire 11:21 29:17
entirely 65:3
erosion 47:20
errata 74:13 75:12 76:6
ESQUIRE 3:4,9 3:15
EST 5:1 72:16
evidence 1:20 13:10 74:20,21 75:1 76:1
exactly 52:12
examination 4:1 4:4 5:7 6:5
examined 5:8 75:7
example 15:21 16:16 17:20 18:19,21 19:10 19:21 28:12 36:14 42:19 43:5,11 65:10
Exhibit 4:9,10 8:9,10,10,11,12 10:5,8,10,21 20:17,19 26:2,4 27:18 31:15 34:21 47:6,8,12 50:10,12 63:19 70:5 71:9
exhibits 4:8,14,15 10:16
existed 69:21
expense 16:13
expensive 16:18 16:21
experience 12:19 12:22 13:3 14:6
expires 73:13,15 73:16,18,20,22
express 74:22
extend 11:11 52:20
extends 52:2 55:16

F

fabric 15:19 16:3 16:13,17,19,21 17:14,15,19 18:4,12,13,13 18:20 19:9,13 19:15,18 27:12 28:17 37:21 38:2,3,14,20 39:1,20 47:16 48:4,8,9,14,20 48:21 49:2,4,11 49:15 51:13,17 68:11 69:1,13
fabrics 19:4,7 30:14 31:5,8 47:19
fails 63:20
fair 20:14
familiar 13:15 14:1 17:10 18:22 38:8 47:11
feature 64:4
February 73:15
feel 10:14
felt 18:22
fiber 19:19 20:1,4
fibers 19:9 20:11
Figs 31:18
Figure 27:2,4,6 39:15 40:2,4,4 51:4,12 53:3 54:14,17 57:3 57:12,16 58:4,8 58:11,14 60:21 62:17 67:1,3,7 68:16 71:11,21
figures 39:9 56:18 63:5
files 8:6
financially 73:9
fine 12:13
first 4:15 5:8 20:20 22:7 26:5 28:13 31:17 47:9 49:22 50:13 51:5 70:7
five 71:3
flat 68:6
flipping 27:8
Floor 3:6
Florida 2:9 73:12
flow 56:22
focusing 54:14
follow 40:22
following 29:15 67:19
follows 5:9
footwear 21:14 56:2,5,9 57:4,7 57:18 58:9,12 58:15,21 59:4 59:10,15,19 60:17,21 61:1,5 61:14,18
forbidden 74:21
foregoing 73:6 75:7
form 13:11 14:3 14:17 15:9,15 17:1,7 18:2,9 19:14 21:12,21 22:11 23:2 25:1 25:7,15 26:20 27:15 28:5 29:20 30:7 31:1 32:19 33:20 34:4,13 36:8,22 40:18 41:20 42:9 43:15 44:11,21 45:10 46:3,22 47:21 48:10 49:5,18 51:9 53:8,14,22 54:18 55:4 56:12 57:5,19 58:5,10 61:2,15 62:15 64:8,16 65:5 66:8,15 68:3 69:3,15 70:17,21 71:15

Skechers EX1077
Skechers v Nike
IPR2025-00141

72:2
formed 18:14 19:7 23:9,15 35:7,9 37:7
forming 19:8 24:15,21 41:11 48:22
forth 11:20 13:7
forward 74:13
free 10:14
frequently 17:15
front 9:10 10:4 10:15,17 31:13 50:15 51:2 66:20
full 6:10 31:17
function 45:17
further 23:8 24:8 73:7

G

G 3:4
gap 53:18 54:6 54:10
gauze 35:9 37:18
general 36:10
generally 13:14 13:22 37:22
Geotextile 47:16
geotextiles 47:18
GG987804 73:13
give 7:2 18:19
given 75:11,13
glad 19:2
go 9:17 25:22 34:20 39:2 43:5 48:14 63:2 65:3 70:4
goal 46:7
goes 10:16 65:11
going 7:12 10:8 24:7 30:17 33:4 38:10 39:9 41:7 45:5 46:10,11 53:3 68:8 69:5
good 5:11,16 6:7 6:9 49:21
Goodin 1:18 2:5 73:3,11
governing 74:15
Great 11:16 39:15
Group 1:20 74:20,21 75:1 76:1
guess 9:1 10:8 32:6 50:18 63:2 69:5

H

half 37:16 56:19 67:11,11
heard 5:20 69:9
heat 19:10
heavier 16:1,4
heel 67:12
held 2:2
helps 35:19
hereto 73:9
hesitate 74:17
hesitating 30:8
highlighted 38:17
Holmstock 3:19
hour 7:17
hours 9:5

I

idea 69:18
identification 10:11
ignore 55:7
image 39:17 67:16
impact 15:19 16:13 49:16
impart 41:12 42:3,16 43:13 43:21 46:2
include 24:1,4 36:13,16 41:22 42:1
including 74:21
inclusive 29:17
incomplete 57:6 57:9,22 58:8
incorporate 62:14
incorporated 59:9,15
incorporating 55:21 56:1 59:3 59:18 61:22 62:5
INDEX 4:1,8
indicate 44:17
indicates 31:18 33:16 72:7
induce 42:21 43:1
industry 31:20 33:2 38:9
inexpensive 16:16,21 38:14 38:20
information 47:2
insert 60:6,10
inserts 63:6
intended 44:13
interchangeably 17:16
interested 73:9
interlacings 18:17
interlooping 18:17
interpreted 13:9
intertwining 18:17
introduced 69:17
invention 33:6 57:11
involve 22:3,7
IPR 6:14,20
IPR2024-00460 1:7
Irvine 3:7
isometric 40:12
issue 68:19

J

J 1:18 2:4 73:3,11
Jacob 3:9 5:14
jacob.peterson... 3:12
January 1:15 2:3 5:1 74:4 75:5 76:10
joined 57:17
judge 40:8,10 47:2
June 73:18

K

KAYE 3:14 74:1
keep 7:9
KENT 73:19
kind 23:5
knit 16:16,18 17:6,20 18:1,4 19:4 25:12 29:8 29:12,19,22 30:1,6,9,19,22 37:20 38:3,6,20 46:13,20 48:18 48:21 49:1 53:4 63:20 64:21 68:16,17
knits 37:3
knitted 14:6,16 14:22 15:7 27:12 30:13 31:5,8 39:4,6 43:8,18 51:13 56:1 59:3,18,22 64:6,10 65:2 70:12,13,21 72:8
knitting 13:15,19 14:1,9,22 15:8 15:14,22 16:1 21:11,15,17,18 22:2,3,4,6,7,8 23:5,16,19 24:1 24:5,10,20 25:20 31:9,21 32:4,13,22 37:6 37:14 48:4,7,13 48:19 58:18 63:15 68:7,21 69:11 70:16
Knobbe 3:3,9 5:13
know 7:10,15 8:5 37:2 43:6,18 46:11 52:11 68:10 69:22
known 14:14,20 15:5,12 18:7 22:22 23:19 25:4 68:22 69:12,22

L

L.L.C 75:1
language 38:8 59:2
largely 50:19
layers 18:1
Leach 47:12 48:3
left 68:9
legal 11:3,5,6,9 11:12
LEHIGH 73:21
let's 20:16 25:22 34:20 43:5 50:9 51:5 67:10 70:4
level 11:18,21 12:10 13:5
lighter 15:21
lightweight 16:4 38:13,19
Lindsey 3:15 5:17 8:14 71:3
lindsey.staubac... 3:17
line 22:17,18 24:8 24:9 63:3 76:11
lines 23:8 71:14 71:17 72:1
list 32:17 34:1
little 23:7 24:7 68:4
LLC 76:1
LLP 3:14 74:1
locations 25:6,11

Skechers EX1077
Skechers v Nike
IPR2025-00141

logic 43:17
long 8:3,20
look 9:20 66:13
looking 13:10 31:17 38:11 48:3 51:4 53:2 71:11
looks 40:6
Lori 1:18 2:4 73:3,11
lost 35:16
low 35:9,9 37:18 37:18
lower 52:16 67:11,15,18 68:6,9
lululemon 1:4 5:14 12:11 74:4 75:4 76:8
lululemon's 12:7

M

M 1:21 75:1 76:2
machine 15:1,8 24:10,15 25:20 68:7,17
machines 13:16 13:19 14:2,10 23:19 24:2,5,21 25:4
Main 3:5
making 23:20 41:20
manufacture 28:14 33:17
manufacturing 23:1 29:5 45:18 45:22 57:1
March 12:17 13:14,22 14:14 14:20 15:5,12 16:10 17:5 23:18 24:21
mark 10:8
marked 4:14,15 10:11 20:18 26:3 47:7 50:11
Martens 3:3,9 5:13
Maryland 2:10 73:16
Massachusetts 3:15 74:2
material 20:6 26:8,9,17,18 27:11,21,22 28:3,13,14 29:3 29:8,17,18 30:5 30:21 31:4,10 31:19 32:3,15 33:7,17 35:8 36:11,14,17 38:13,21 39:16 40:1,16 41:5 42:21 46:12 53:4
materials 8:7,17 9:9
matrix 20:5
matter 74:8
matters 54:10
mean 19:18 20:4 40:9 44:13 49:7 52:7 57:9 68:11
means 35:6 61:4
meant 20:3,8 69:5
measurement 44:16
mechanical 23:10
medications 7:5
meet 9:6
mentioned 34:17
mentions 35:4
mesh 17:11,19,22
meshes 18:7
method 31:20 33:1,6 70:15
middle 35:3 70:7
mind 49:7
minimum 28:6 52:22
morning 5:11,16 6:7,9
move 8:5 23:7 24:7 46:9 67:17 68:19
Moving 37:15 63:12
multilayer 34:18
multilayered 17:6,20 33:10 33:16 34:2,12 34:15 35:4,11 35:21
multiple 15:13 19:16 21:5
multistep 21:11 34:19

N

name 6:10 19:6,6 75:5 76:9
need 7:15 44:13 52:20 56:15 64:14,20 66:13
needles 48:14
needs 64:21
neither 73:6
never 29:2
Nichida 8:10 9:20 26:2 27:2 27:5,8,21 28:12 29:2,7,10,16,21 30:3,11,20 31:3 31:12 33:4 34:10,19 35:16 35:16,18,22 36:6 37:12,18 38:11 39:3,10 40:15 41:2,10 41:19 46:1
Nichida's 26:8,16 33:17 39:15 46:12
Nike 1:10 5:18 74:4 75:4 76:8
nonwoven 18:12 18:13,20 19:3,9 19:12 48:4,8,9 48:14,20,21 49:2,4,11,14
Notary 2:9 73:1,4 73:11,13 75:22
noted 75:12
noticing 74:14
noting 74:14
notion 65:17
noun 30:9,20
number 6:15,21 10:10 19:9 35:10 37:18 38:1,5 51:8 73:13
NW 1:21 3:15 74:2 75:1 76:2

O

objection 5:19 12:2 13:11 14:3 14:11,17 15:2,9 15:15 16:6 17:1 17:7 18:2,9 19:14 21:12,21 22:11 23:2 25:1 25:7,15 26:20 27:15 28:5 29:20 30:7 31:1 32:5,19 33:20 34:4,13 36:8,22 40:18 42:9 43:15 44:11,21 45:10 46:3,15 46:22 47:21 48:10 49:5,18 51:9 52:8 53:8 53:14,22 54:8 54:18 55:4 56:12 57:5,19 58:5,10 61:2,15 62:15 64:8,16 65:5,16 66:8,15 68:3 69:3,15 70:17 71:15 72:2
objections 12:14
office 1:1 74:9,17
Oh 10:22 69:8
okay 6:17 7:13,18 10:3 15:12 20:16 26:13 36:13 38:10 39:11 41:16 46:14,19 47:4 50:9,9 57:16 63:2 64:3 66:3 67:7,22 68:19 70:10 71:10
OLSON 3:3,9
ones 39:12
operates 68:8
operation 21:15 21:17
opined 21:4
opinion 11:21 26:7,16 27:1 28:2,12,21 29:2 30:18 31:7 33:14,15 34:18 35:3 37:12 39:3 40:15 41:2,10 42:2,15,18 43:7 43:11 44:7 45:5 45:16 50:20 51:22 52:16,19 53:4,11 55:12 55:22 57:13,17 59:1,7,13 60:8 60:13,17 61:20 62:3,9 63:14 64:3 65:2,12 70:7,10
opinions 13:7 50:18
option 74:11,12
ordinary 11:18 12:17,20 13:6,8 13:21 18:6 45:21 51:22 55:13 70:11
orient 50:17 51:6
oriented 67:16
original 74:13
outcome 73:9
outline 63:15,21

Skechers EX1077
Skechers v Nike
IPR2025-00141

64:4,9,14,17 65:3,13,20 66:6 66:13,16 67:8 68:1,6 69:11 70:12,16,22
outlines 68:22 69:20
owner 1:12 3:13 5:18

P

page 4:4,9 10:19 10:21,21,22 11:17 19:2 27:11,18 31:16 33:4 35:16,18 36:6 38:10 39:2 41:8 50:19 55:20 56:17,19 63:3,12 70:4 74:14 75:4 76:11
pages 75:7
paper 40:7,10
paragraph 12:6 22:17,21 24:9 25:22 31:17 33:5 34:21 35:3 38:11 41:7 45:6 47:13 61:9 63:18 70:8
part 23:4 27:4,21 33:9 34:18 37:11 45:7 51:22 68:12
parties 5:20 73:7 73:8
partner 5:14
parts 26:9,18 27:21 28:17 29:4,11,18 30:1 30:5,13,22 31:5 32:1,9,11,14 33:7
Pastore 1:14 2:2 4:2,11 5:6 6:7 6:12 8:6 22:19 34:22 47:11 50:4 71:9 72:11 74:1,5 75:5 76:9
patent 1:1,2,8,12 3:13 5:18 6:14 6:18 8:11 9:21 11:7,22 20:17 21:1,5,10,13,18 22:3,7,15 23:15 23:21 44:4 56:6 56:9 59:3 62:1 62:6 66:20 71:18
patents 8:2
pattern 29:12 33:8,8 35:4,6,7 35:14 36:2 37:11 40:15 41:3,11,13,20 42:4,17 43:8,12 43:14,19 46:13 46:20,21 49:1,2 49:12,15,17
patterns 25:12 70:21
pause 71:2
Pennsylvania 2:12 73:21
people 18:21
percent 52:7,14 52:21 53:19 65:11,14,18
perfect 7:1 8:19 10:3 38:5
perfectly 12:13 44:14
perimeter 65:18
period 74:15
periphery 52:3
permitted 44:8 44:20 45:9
person 12:17,20 13:5,8,21 18:6 45:21 51:22 55:12 70:11
perspective 17:3
Peterson 3:9 5:15
petitioner 1:6 3:2 5:13
Ph.D 1:14 2:2 4:2 5:6 74:1,5 75:5 76:9
phrase 44:5 70:2
physically 56:10
pick 16:16,17
picking 15:21
piece 40:7,9
place 14:15,21 15:6 25:10
plan 7:16
planar 39:5,18,21 40:3 41:4,14 44:5,9,14,16,17 45:14 46:21
please 6:10 74:7 74:12,13,16
plurality 31:22 32:9
point 21:8 58:1
pointing 32:7
polyester 19:22
pom-pom 62:4,9
poor 48:22
Porter 3:14 5:17 74:1
portion 48:20 49:3 60:11,14 60:19 61:12,21 62:14 63:10 66:3,5
POSITA 12:8 45:13
POSITA's 46:7
possible 17:6 42:5 46:5
precise 21:3
preexisting 28:20
preliminaries 7:9
premise 46:17
prepare 7:20 9:7 9:12
prepared 7:22 8:1
preparing 8:20 9:3
presence 49:14
present 3:18 45:3 45:17
pressing 19:9
Presumably 55:1
prevent 47:20
previously 4:14 20:18 26:3 35:15 47:7 50:11
primary 9:18 26:8,17
principles 11:6
printed 28:17
printing 28:18 37:4,13
prior 4:15 13:9 60:18
probably 49:21
Procedure 74:16
proceed 6:2
proceeding 11:8 11:13 13:7
proceedings 5:3 21:5,8
process 15:14 21:11 22:2,6 28:4,18,19 29:3 32:13 33:17 34:19 35:8 43:4 43:7 45:22 59:1 69:22
processes 22:22 23:10 31:9 37:12 41:10,17 41:19 42:12 45:18
produced 21:15 24:11 28:3,18 29:4 32:4 33:9 35:20 36:3
producing 35:4
production 28:19 31:19 32:11 42:6
Professional 2:6
programmable 25:5
projection 39:20 40:5,13 70:13
properties 49:16
proposed 12:11
provide 32:14
provided 31:22 32:8
Public 2:9 73:11
pull 31:16 47:5
purchased 74:10
purposes 12:6
puts 12:20

Q

qualities 36:1,11 36:19 37:1,7
quality 33:10 34:2 35:5,13,17 35:21 36:2,5,5 36:10 37:10 38:14,20
question 9:16 26:15 44:19 48:22 50:5 71:20
questions 7:11 8:14 72:10 74:16 75:11,13
quite 46:6 71:20
quoting 37:17

R

rare 38:5
re-ask 69:8,10
read 22:16 27:17 32:3 75:7
reading 69:17
ready 58:16 74:8
realize 27:3 28:10
realized 9:22
really 40:8,10
Realtime 2:7,7
reason 7:2 63:20
recess 50:1,2

Skechers EX1077
Skechers v Nike
IPR2025-00141

70:13 71:5,6
record 5:12 6:11 6:20 10:7 27:18
recorded 75:11 75:14
redirect 72:14
refer 6:17 10:14 17:16 20:10 38:20 39:9 61:8 61:11
reference 27:9 47:12,15 48:3 51:7
referenced 8:2 74:8
referral 4:15 20:20 26:5 47:9 50:13
referred 17:13 29:11
referring 13:1 35:12 36:5,7,9 36:20 37:9 39:11 41:18 42:13 45:7,11 61:13 62:21 67:14
refers 24:10
reflect 13:8
regarding 11:21 21:4 50:18 55:21
region 15:22 16:2 16:3,4,17,18
regions 16:22 54:2,7,11
Registered 2:6
reinforcing 20:4
related 73:6
relating 6:14
relative 73:8
relevant 8:1 10:1
remaining 38:12 55:8
remember 69:17
REMOTE 1:14 2:1 3:1
remotely 5:21 6:1
removal 39:6 41:5 42:21 44:9
remove 49:2
removed 40:16 41:13 42:4,17 43:12,14 44:1 46:21 48:20 49:13,16
removing 49:3,7 58:19
repeat 26:14
report 9:2 10:4 26:13 33:15 39:2,12 41:8 45:6 50:18 61:10 63:13,19 70:4
Reported 1:18
reporter 2:6,7,8 5:19 69:9
represent 64:18 72:4
require 34:9 56:10
required 33:10 34:15 35:20 57:10 59:17
requirement 14:5
requires 62:18,20
research 13:3
resist 65:17
resulting 16:20
reveal 9:14
review 9:11,19 74:10
reviewed 21:1 23:4
reviewing 7:22
right 8:19 10:4 10:19 13:10 21:8,9 28:21 35:2 37:15 40:17 44:5 45:18 46:2 47:16 48:15 49:20 50:20 54:13,17,22 55:19 56:11 57:3 60:19 67:5 67:15 68:2,6,9 68:17,21
right-hand 63:3
roughly 7:16
RPR 1:18 2:5 73:3,11
RSA 1:18 2:5
Rules 74:16
run 68:8

S

S.p.A 24:11 25:19
Santoni 24:11 25:19
SARASOTA 73:12
satisfy 59:2 61:22 62:5 66:6
saved 8:13
saw 35:15
says 23:9 27:11 38:12
SCHOLER 3:14 74:1
screen 10:13 67:16
seam 57:17
seaming 57:10
Seattle 3:11
second 28:16
section 11:2,5,17 55:20
see 11:2,17 12:5 23:12 24:12,18 26:13 56:18 68:19 70:6
seeing 34:6 39:19
select 45:21
selectable 25:5
selected 25:10 74:12
selection 15:18 16:12
sense 9:1 40:11
sentence 24:14 27:10 32:2,6,22 34:8 37:16,20 41:9,15 70:6
separate 31:9 35:7 53:6,12,18 54:2,7 56:15 59:9 64:4,14,20
September 73:20
set 11:20 13:7
sewn 58:17
shape 32:1
sheet 48:19 69:1 69:13 74:13 75:12 76:6
shirt 20:2,2
shoe 33:8 40:20 60:3
shoe-upper 32:1
Shorthand 2:8
show 40:15 67:7 71:21
showing 38:16
shown 60:21 63:5 70:14
shows 27:6 58:11 67:3
side 53:5 68:6
sides 51:13
sign 74:9,10
signature 72:15 74:8,14 75:4,17 76:22
signed 74:13
significant 45:8
signing 74:12
silent 41:3
simple 19:21 38:13
simpler 70:15
simultaneously 18:1,4 21:18 46:13,20
Sincerely 74:20
single 15:13 24:16 27:22 28:2 29:4 31:22 32:9
singular 54:4
sir 22:20
sit 69:16
sites 47:20
size 54:9
skill 11:18,21 12:10,17,21 13:5,6,8,21 18:6 45:20,21 52:1 55:13 70:11
skilled 25:12
slipper 56:5 62:13
Slippers 63:4
small 45:2,8 53:17 54:7
Smith 3:4 4:5 5:11,12 6:6 8:13,15 10:2,7 10:12 12:4 13:13 14:8,13 14:19 15:4,11 15:17 16:8 17:4 17:9 18:5,11 20:9,16,21 21:16 22:1,13 23:6 25:3,9,17 26:6,22 27:17 27:19 28:8 30:2 30:15 31:6 32:16,21 33:22 34:7,16 36:12 37:8 40:21 42:11 44:2,18 45:4,15 46:8,18 47:3,5,10 48:2 48:12 49:9,20 50:3,14 51:11 52:15 53:10,16 54:5,12,20 55:6 56:16 57:8,21 58:7,13 61:7,19 62:19 64:13,19 65:9 66:2,10,19

Skechers EX1077
Skechers v Nike
IPR2025-00141

68:13 69:7 70:3 70:19 71:2,7,19 72:9
sole 33:9 56:10 56:14 57:14 59:12,14 61:6
solely 33:21
sorry 26:12,14
sound 7:18
sounds 20:10 21:9
spacer 17:10,14 17:15,19,19,22 18:3,7
specific 53:2
specifically 13:1 18:16 23:3 36:20 59:12
specification 38:22
specifics 42:6
spend 8:20
Standard 1:16
standards 11:3,5 11:9,12
start 22:5 50:19
starting 22:17 24:9 31:18 33:5 70:6
starts 55:20
state 2:9,9,10,11 6:10 12:6 73:12 73:14,16,19
stated 36:6
states 1:1 32:3
Staubach 3:15 5:16,17 8:4 9:13 12:2 13:11 14:3,11,17 15:2 15:9,15 16:6 17:1,7 18:2,9 19:14 21:12,21 22:11 23:2 25:1 25:7,15 26:20 27:15 28:5 29:20 30:7 31:1 32:5,19 33:20 34:4,13 36:8,22 40:18 42:9 43:15 44:11,21 45:10 46:3,15 46:22 47:21 48:10 49:5,18 51:9 52:8 53:8 53:14,22 54:8 54:18 55:4 56:12 57:5,19 58:5,10 61:2,15 62:15 64:8,16 65:5,16 66:8,15 68:3 69:3,15 70:17 71:4,15 72:2,13
step 28:9,13,16 29:5 55:21 61:22 62:5
steps 19:11 28:7 28:10 57:1
sticking 28:9,11
stitch 70:20
stitches 24:16,22 25:6,11
Street 1:21 3:5 75:1 76:2
strike 22:5 34:9 46:9 48:18,21 52:18 60:8 62:11 66:11
strip 58:19,20 70:13,21
structure 14:16 14:22 15:7 16:2 21:19 22:5,8,9 24:17,22 25:13 39:1,7,21 41:12 42:4,16 43:14 43:22 44:10 50:22 51:18 52:2,18,20 53:13,21 54:4 55:10,15 59:9 63:22 64:5,7,10 64:12,21 65:8 65:11,15,22 66:1,5,18 67:5 67:19 71:13,22 72:8
structures 53:6 53:12,18 61:13 69:19
stuck 19:7
substance 9:14 50:6
substantially 39:5,17 40:3 41:4,14 44:5,9 44:12,15 45:1 45:14 46:21 52:10 53:1
Suite 1:21 75:1 76:2
sure 8:22 41:1 49:6 60:16 61:3 71:4
surface 35:6,13 36:1 37:10
surround 53:19
surrounding 20:5 21:19 22:4 39:6 44:10 50:21 51:18 52:2,18 52:19 53:13,21 63:22 64:6,11 65:8,10,15,19 65:22 66:4,18 67:4 69:19
suspended 72:16
switch 49:21
switched 9:22
sworn 5:8,22 73:6
Systems 2:7

T

table 9:10
take 7:16 67:11 71:2
taken 50:1 71:5 73:7
talk 37:22
talked 35:11
talking 37:17 38:2 68:14
talks 23:4 35:17
teaches 59:16
technically 19:22
Technician 3:19
technique 14:15 42:6
technology 69:21
tells 32:8 35:22
ten 9:5
tens 21:3
term 44:3 56:6,8 59:18
testified 5:8
testimony 7:3,6 50:6 73:5
text 22:4
textile 16:2 17:20 18:18 20:12 21:18,19 22:4,8 22:8,9 23:9,14 23:20 24:16,22 25:13 28:18 31:20 33:1 39:4 39:6 44:8,10 50:22 51:18 52:2,3,18,20,21 53:6,12,13,18 53:19,21 54:4 54:11,16 55:9 55:14,15,16 56:2 58:19,20 59:4,8,14,18 63:16,21,22 64:5,5,6,11,12 64:15 65:3,7,8 65:11,12,15,21 65:22 66:4,5,17 66:18 67:4,4,8 67:10,18,19 68:1 69:1,2,12 69:13,18,19 71:13,22
textiles 14:7 17:6 23:1
texture 37:2
textures 25:13
thank 6:9 8:14 10:22 54:13 72:10
thickness 33:10 34:2 35:21
thing 71:4
things 19:16 37:2
think 20:22 21:7 28:10 31:12 37:17 43:6 44:12 45:9 51:2 53:1 54:9 67:3 68:14
thinking 19:1
third 33:5 40:11 41:9
three 14:5 21:8 45:12
three-dimensio... 41:12 42:3,16 43:13,22
thrown 26:15
time 1:16 2:4 5:20 19:20 49:21 72:11 74:15
times 7:9 20:22
title 47:15
titled 11:17
today 6:18 7:3,6 17:17 72:10
today's 7:20 8:21 9:3,7
toe 58:16 60:11 60:13,18 61:12 61:21 62:14,18 62:21 63:9
top 22:15 28:19 54:16,21
topics 49:21
touch 54:3
touched 68:11
touches 68:12
TRADEMARK 1:1
training 12:20,22

Skechers EX1077
Skechers v Nike
IPR2025-00141

transcript 74:7,9 75:8
transcription 75:11,13
transformed 61:14
transforming 58:20
translation 10:1 38:4
TRIAL 1:2
trick 30:17
tried 19:6
true 55:2 75:10 75:12
truthful 7:3
trying 30:17
tube 24:10 25:20
Tuesday 2:3 5:1
turn 10:19 11:16 20:16 22:14 31:16 50:9 56:17 67:1
turning 55:19
two 19:19 26:8 26:17 28:6,9 31:9 53:6,11,18 54:2,6 64:18 70:1
two-dimensional 40:6
two-step 28:3,11 33:16 43:7
types 15:13 24:16 25:5,11
typical 38:8
typically 18:3 38:1

U

U.S 6:14
unavoidably 48:8
understand 6:13 7:11,12 10:18 23:14 30:16 40:14 46:16 51:7 52:1 60:16 67:13
understanding 11:15 41:1 56:21
understood 11:10 33:14
unique 25:19
UNITED 1:1
unknown 43:3
unwound 26:9,18 27:20 28:17 29:4,11,18,22 30:5,13,21 31:4 31:22 32:9,11
upper 33:9 56:11 56:14 57:13 61:6 68:9
uppers 34:11
USA 1:4 74:4 75:4 76:8
use 15:13 25:5 38:5 44:5 63:9 70:2

V

v 1:8 74:4 75:4 76:8
various 22:22 24:16,22 25:12 57:1
varying 41:10,17 42:12
verb 30:9
visually 71:12

W

waive 74:11
waived 72:15
want 40:22
wanted 8:5
warp 13:15 14:1 14:22 23:5,16 24:1 27:13
warps 35:10 37:19 38:1,6
Washington 1:21 3:11,16 73:17 74:2 75:2 76:3
wasn't 38:7 44:17
way 19:8 42:19 61:10 68:7,22 69:12
ways 32:3
wear 58:16
weave 20:1
weaves 37:3
weaving 31:21 32:12 37:6,14 42:13,15
web 26:8,9,17,18 26:18 27:11,20 27:21,22 28:3 28:13,14,17 29:3,4,8,11,17 29:18,18,22,22 30:5,5,12,12,13 30:21,22 31:4,5 31:10,19 32:1,3 32:9,11,15 33:7 33:18 35:8 38:13 39:16 40:1,17 41:5 42:20,21 43:19 46:12,19
week 9:4
weft 23:16 24:4,4 27:13
wefts 35:10 37:19 38:1,6
weight 15:19,22 16:1,4 36:14,20
Welcome 50:4
wide 24:10 25:20
witness 4:2 5:7 5:18,22 9:14,18 12:3 13:12 14:4 14:12,18 15:3 15:10,16 16:7 17:2,8 18:3,10 19:15 21:13,22 22:12 23:3 25:2 25:8,16 26:21 27:16 28:6 29:21 30:8 31:3 32:6,20 33:21 34:5,14 36:9 37:1 40:19 42:10 43:16 44:12,22 45:11 46:4,16 47:1,22 48:11 49:6,19 51:10 52:9 53:9 53:15 54:1,9,19 55:5 56:13 57:6 57:20 58:6,11 61:3,16 62:16 64:9,17 65:6,17 66:9,16 68:4 69:4,16 70:18 71:16 72:3,12 73:5 74:10 75:5 75:17 76:9
wonderful 19:5
word 33:15
working 14:6
worn 58:17 61:6
woven 27:12 38:2 42:19
written 32:7 74:22
wrong 9:22 26:12 69:6
wrote 9:1

X

Y

yarn 15:13,18,22 16:1,4,5,12,16 16:18 17:3
yarns 14:15,21 15:6 18:14,15
years 14:6

Z

zoom 40:4
Zuckerman 8:9 50:10,18,21 51:2,5,8,13 53:3 54:15 55:22 57:4,12 58:18 59:21 60:5 62:12,22 63:9,14,20 70:14 71:8
Zuckerman's 53:5 55:9 56:4 61:12 70:12

0

1

1 26:8,17 31:18 31:18 39:9,15 40:4 51:4,12 53:3 54:14,17 57:3,12 59:2 62:1,5,21 63:1 71:11,21 73:18
10 4:11 23:8 63:5
10/30/24 4:11
10:00 1:16 2:4 5:1
10:57 50:1
1001 4:16 8:12 20:17,19 27:18
1005 4:17 8:10 26:2,4 31:15
1008 4:18 8:10 50:10,12 71:9
1017 8:11
11 51:8 61:21 63:5
11:09 50:2
11:41 71:5
11:52 71:6
11:54 72:16
12 73:13
13959 1:19 2:5 73:4,14
14 1:15 2:3 5:1 74:4 75:5 76:10
14th 3:6
15 44:4
1730 1:21 75:1 76:2
19 12:6 39:2

Skechers EX1077
Skechers v Nike
IPR2025-00141

2
2 26:9,18 27:2,4,6 31:18 32:1 39:10 40:2,4 41:11 57:16 63:3 73:16
20 4:16
20001 3:16
20001-3743 74:2
2003 4:10 8:9 10:5,8,10 34:21 63:19 70:5
20036 1:21 75:2 76:3
2004 12:18,21 13:14,22 14:14 14:20 15:5,12 16:10 17:5 18:8 23:18 24:21 68:21 69:5,9,11
2009 4:19 47:6,8 47:12 69:5,9
202 1:22 75:2
202-942-5000 3:16
202)-232-0646 74:17
202)232-0646 76:4
2024-00460 6:21
2025 1:15 2:3 5:1 73:15,16,20,22 74:4,21 75:5 76:10
2026 73:18
2028 73:13
2040 3:5
206-405-2000 3:11
21 50:19
22 73:15
23 55:20
232-0646 1:22 75:2
24 56:17
2500 3:10
26 4:17 24:9 63:12
27 71:14 72:1
29 71:14 72:1

3
3 32:1 58:4 66:7
31 25:22
32 70:4
33 57:17
39 63:3

4
4 10:19,21,21,22 22:18 26:10,18 27:11 33:4 35:8 35:18 36:6 38:10 58:8,11 58:14 60:21 62:17
40 23:9
42 34:21
43 47:13
47 4:19 41:7 45:6 60:6,10 61:12 61:22 62:14 63:6
4th 3:10

5
5 27:11,18 31:16 44:4 73:22
50 4:18 52:7,14 52:21 53:19
51 62:4 65:11,14 65:18

6
6 4:5 22:15,17
60 61:9
601 3:15 74:2
63 63:18
65 22:17

7
7 11:17 22:15,18 23:8 24:8
749 6:18 8:11 11:7,22 20:17 21:1,5,10,13,18 22:3,7,15 23:15 23:21 44:4 56:6 56:9 59:3,11,16 62:1,6 66:20

8
8 63:5
8,266,749 1:8 6:15
812 1:21 75:1 76:2

9
9 23:8 63:5 67:1,3 67:7 68:16 73:20
925 3:10
92614 3:7
949-760-0404 3:7
98104 3:11

Skechers EX1077
Skechers v Nike
IPR2025-00141