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10 Attorneys for Plaintiff,  
11 TRAVELERS CLUB LUGGAGE, INC.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 WESTERN DIVISION

15 TRAVELERS CLUB LUGGAGE, INC., **CASE NO. CV14-199**  
16 A California Corporation

17 Plaintiff

18 vs.

19 SAMSONITE LLC, A Delaware  
20 Limited Liability Company

21 Defendant

**COMPLAINT FOR  
INFRINGEMENT OF U.S.  
PATENT NO. 6,129,254**

**DEMAND FOR JURY TRIAL**

22 Plaintiff, TRAVELERS CLUB LUGGAGE, INC., a California Corporation  
23 (“TRAVELERS”), hereby complains against Defendant SAMSONITE LLC, a  
24 Delaware Limited Liability Company (“SAMSONITE”) as follows:  
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**I. THE PARTIES:**

1. Plaintiff TRAVELERS CLUB LUGGAGE, INC. (hereinafter, TRAVELERS) is a California Corporation located in this district with a place of business at 5911 Fresca Drive, La Palma, CA 90623. TRAVELERS regularly does business in the Western Division of the Central District of California.

2. Defendant SAMSONITE LLC (hereinafter, SAMSONITE) is a Delaware Limited Liability Company with three regular and established places of business located in the Western Division of the Central District of California at:

- (i) SAMSONITE Company Store, 5675 Telegraph Rd, Los Angeles, CA 90040;
- (ii) SAMSONITE Factory Outlet (Citadel Outlets), 100 Citadel Dr. #658, Commerce, CA 90040; and, (iii) Samsonite Factory Outlet, 950 Camarillo Center Dr. #964, Camarillo, CA, 93010. On information and belief, each of these locations within the Western Division sell products that infringe upon the patent alleged herein. SAMSONITE has a headquarters at 575 West Street, Suite 110, Mansfield, MA 02048.

**II. JURISDICTION AND VENUE:**

3. This lawsuit is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.

5. Venue is proper in this Court under 28 U.S.C. § 1391(b), (c) and (d), and 1400(b) because SAMSONITE is subject to general personal jurisdiction in the Western Division of this District, conducts systematic and continuous business in the Western Division of this District, and a substantial part of the events giving rise to the claims occurred in the Western Division of this District.

6. This court has personal jurisdiction over SAMSONITE and venue is proper in the Western Division of this District because SAMSONITE has purposefully directed activities to the Western Division of this District by, *inter alia*, shipping into, offering for sale, advertising, and/or selling infringing products within the Western Division, including:

- a. SAMSONITE Company Store, 5675 Telegraph Rd, Los Angeles, CA 90040;
- b. SAMSONITE Factory Outlet (Citadel Outlets), 100 Citadel Dr. #658, Commerce, CA 90040;
- c. SAMSONITE Factory Outlet, 950 Camarillo Center Dr. #964, Camarillo, CA, 93010;
- d. MACY'S, 8500 Beverly Boulevard, Los Angeles, CA 90048;
- e. MACY'S, 750 West 7<sup>th</sup> Street, Los Angeles, CA 90017;
- f. NORDSTROM, 189 The Grove Drive, Los Angeles, CA 90036;

- g. NORDSTROM, 10830 West Pico Boulevard, Los Angeles, CA 90064;
- h. NORDSTROM, 102 Caruso Avenue, Glendale, CA 91210;
- i. STAPLES, 5407 Wilshire Boulevard, Los Angeles, CA 90036;
- j. STAPLES, 10830 Santa Monica Boulevard, Los Angeles, CA 90025;
- k. STAPLES, 2052 S. Bundy Dr., Los Angeles, CA 90025;
- l. BED BATH & BEYOND, 11854 West Olympic Boulevard, Los Angeles, CA 90064;
- m. BED BATH & BEYOND, 142 South San Vicente Boulevard, Los Angeles, CA 90048;
- n. SEARS, 3755 Santa Rosalia Drive, Los Angeles, CA 90008;
- o. SEARS, 302 Colorado Avenue, Santa Monica, CA 90401; and,
- p. SEARS, 2650 East Olympic Boulevard, Los Angeles, CA 90023.

7. On information and belief, TRAVELERS alleges that the sale of infringing merchandise at the locations identified above causes an immediate, real and justiciable controversy to exist in the Western Division of the Central District

1 of California between TRAVELERS and SAMSONITE as to whether certain  
2 SAMSONITE backpacks infringe upon the United States Patent alleged herein.  
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4 The Court has subject matter jurisdiction over the claim for patent infringement  
5 pursuant to 35 U.S.C. §271 *et seq.*

### 6 **III. FACTUAL BACKGROUND:**

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8 8. TRAVELERS was established in 1986 by Peter Yu as a  
9 manufacturer and distributor of luggage. In the past 28 years, TRAVELERS has  
10 grown from a small family business with limited products to a manufacturer of a  
11 full line of luggage for every taste, including suit cases, duffel bags, backpacks,  
12 coolers, garment bags, and brief cases. TRAVELERS has grown into a  
13 substantial company with more than 130 employees, including more than 30  
14 employees in its Research and Development Department. One of the many  
15 innovations introduced by TRAVELERS was its Backpack With Flexible File  
16 System, for which it was granted U.S. Patent No. 6,129,254 (hereinafter referred  
17 to as the '254 Patent.) A Copy of the '254 Patent is attached hereto as Exhibit 1.  
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22 9. SAMSONITE is owned by Samsonite International S.A., which is a  
23 global conglomerate registered in Luxembourg and headquartered in Hong Kong  
24 where it is listed on the Hong Kong stock exchange. Samsonite International S.A.  
25 operates through its subsidiaries on six continents and claims to be the largest  
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luggage company in the world. SAMSONITE, the defendant in this case, is the subsidiary responsible for operations in North America.

#### IV. CAUSE OF ACTION

##### FOR PATENT INFRINGEMENT:

10. TRAVELERS realleges and incorporates herein by reference paragraphs 1 through 9, inclusive, as though fully set forth herein.

11. The ‘254 patent entitled “Backpack with Flexible File System” was filed on February 5, 1999 and issued on October 10, 2000. All maintenance fees have been paid.

12. TRAVELERS is the assignee of the ‘254 patent. As the owner of the ‘254 patent, TRAVELERS has standing to sue and recover damages for patent infringement.

13. SAMSONITE makes, imports, advertises, offers for sale and sells within the United States and this District certain backpacks that directly infringe upon the ‘254 patent and/or infringe under the Doctrine of Equivalents. Such backpacks include the Xenon 2 backpack, and, on information and belief, other models with substantially the same design (hereinafter, the “Infringing Backpacks”). The Infringing Backpacks have not been licensed or authorized in any manner by TRAVELERS.

1           14. TRAVELERS manufactures and sells backpacks in accordance with  
2 the teaching of the '254 patent. By selling Infringing Backpacks, SAMSONITE  
3 is depriving TRAVELERS of sales that rightfully belong to TRAVELERS under  
4 the patent law. As a legal consequence, TRAVELERS is entitled to compensation  
5 for lost profits due to SAMSONITE's sales of the Infringing Backpacks and lost  
6 convoyed sales. In the alternative, TRAVELERS is entitled to no less than a  
7 reasonable royalty, as well as pre-judgment interest and a preliminary and  
8 permanent injunction. In the event that this Court does not exercise its equitable  
9 discretion to award a permanent injunction, then TRAVELERS is entitled to a  
10 judgment that includes a sum equal to the total projected value of a compulsory  
11 license for the life of the patent at a royalty rate to be determined by a jury,  
12 discounted to present value, to compensate TRAVELERS for future infringement.  
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17           15. Continued sales of Infringing Backpacks shall be willful within a  
18 reasonably time after service of this Complaint upon SAMSONITE. The refusal  
19 to discontinue sales of the Infringing Backpacks after forty-five (45) days of service  
20 of the Complaint shall constitute willful infringement under 35 U.S.C. §§ 284 and  
21 285, thereby entitling TRAVELERS to treble damages and attorney fees.  
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**V. PRAYER FOR RELIEF:**

WHEREFORE, TRAVELERS prays for:

a. A preliminary injunction, barring SAMSONITE and all of its agents, officers, attorneys, successors, and assigns from manufacturing, importing, selling, and/or offering for sale any of the Infringing Backpacks;

b. A permanent injunction, barring SAMSONITE and all of its agents, officers, attorneys, successors, and assigns from manufacturing, importing, selling, and/or offering for sale any of the Infringing Backpacks;

c. That SAMSONITE be required to account to TRAVELERS for all sales and revenues realized from the sale of the Infringing Backpacks by SAMSONITE and any subsidiary and any partner company of SAMSONITE;

d. A judgment against SAMSONITE for lost profits, reasonable royalty, or an allocated combination of lost profits and reasonable royalty, and prejudgment interest.

e. If no permanent injunction is entered, then a sum equal to the total projected value of a compulsory license for the life of the remaining life of the patent, discounted to present value to compensate TRAVELERS for future infringement;

f. Treble damages and attorney's fees pursuant to 35 U.S.C. §§ 285 and 285 for willful infringement of the '254 patent; and,



1 g. Any and all other relief that the Court deems proper.  
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4 **VI. DEMAND FOR JURY TRIAL:**

5 Plaintiff TRAVELERS hereby demands a trial by jury under the Seventh  
6 Amendment to the Constitution.  
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9 Respectfully submitted,

10 TROJAN LAW OFFICES  
11 By  
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13 Dated: February 11, 2014

14 /s/R. Joseph Trojan  
15 R. Joseph Trojan  
16 Attorney for Plaintiff  
17 Travelers Club Luggage, Inc.  
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