

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

EXECWARE, LLC,

Plaintiff,

v.

BED BATH & BEYOND, INC., d/b/a BED  
BATH & BEYOND, WORLD MARKET,  
COST PLUS WORLD MARKET, WORLD  
MARKET STORES, HARMON AND  
HARMON FACE VALUES, and BUYBUY  
BABY,

Defendants.

C.A. No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Execware, LLC files its Complaint for Patent Infringement against Defendant Bed Bath & Beyond, Inc., d/b/a Bed Bath & Beyond, World Market, Cost Plus World Market, World Market Stores, Harmon and Harmon Face Values, and buybuy BABY (hereinafter, “Bed Bath & Beyond”), alleging, based on Bed Bath & Beyond’s knowledge of its actions and the actions of others, and based on Execware’s information and belief as to all other matters.

**PARTIES**

1. Execware, LLC is a limited liability company organized under the laws of the Commonwealth of Virginia, having its principal offices at 3440 South Jefferson Street #1125, Falls Church, Virginia 22041.

2. On information and belief, Defendant Bed Bath & Beyond is a New York corporation with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083.

**JURISDICTION AND VENUE**

3. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, 284, 285, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

4. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b). Upon information and belief, Bed Bath & Beyond receives service of process in this district, Bed Bath & Beyond has transacted business in this district, and Bed Bath & Beyond has directly and indirectly committed acts of patent infringement in this district.

5. Bed Bath & Beyond is subject to this Court's specific and general personal jurisdiction under due process and the Delaware Long Arm Statute due at least to Bed Bath & Beyond receiving service of process and substantial business in this district, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and deriving substantial revenue from goods and services provided to individuals in Delaware.

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT NO. 6,216,139**

6. On April 10, 2001, the United States Patent and Trademark Office ("PTO") duly and legally issued United States Patent No. 6,216,139 ("the 139 patent"), titled "Integrated Dialog Box for Rapidly Altering Presentation of Parametric Text Data Objects on a Computer Display," invented by Robert Listou.

7. Execware is the owner of the 139 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the 139 patent against infringers, and to collect damages for all relevant times.

8. Bed Bath & Beyond has notice of its infringement of the 139 patent at least from the filing and service dates of this Complaint.

9. Bed Bath & Beyond, alone, or with one or more of its customers, suppliers, and distributors directly (literally and under the doctrine of equivalents) and indirectly infringed (under induced and contributory infringement) one or more claims of the 139 patent in this district and in the United States by, among other ways, making, having made, selling, offering for sale, using, or importing products that format and reformat tabular displays of records, parameters, and text data objects under its <http://www.bedbathandbeyond.com/>, <http://www.worldmarket.com/>, <http://www.harmondiscount.com/>, and <http://www.buybuybaby.com/> websites (hereinafter, “Accused Products”).<sup>1</sup>

10. Bed Bath & Beyond specifically intended to induce infringement of the 139 patent by taking active steps, directly or through contractual relationships with others, to cause its customers, suppliers, and distributors to make, use, sell, offer for sale, import, or otherwise provide the Accused Products in a manner that directly infringed one or more claims of the 139 patent. Bed Bath & Beyond’s specific intent is shown by, for example, its advertising, advising, consulting, instructing, guiding, or directing its customers, suppliers, and distributors how to make, use, sell, offer to sell, or import the Accused Products in a directly infringing manner. Bed Bath & Beyond has sufficiently detailed knowledge of the activities of its customers, suppliers, and distributors since at least the filing of this Complaint.

11. Bed Bath & Beyond specifically intended to contribute to the infringement of one or more claims of the 139 patent by designing or making software components of the Accused

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<sup>1</sup> Execware accuses Bed Bath & Beyond of past, present, and future infringement of the 139 patent. All allegations of infringement or acts leading to infringement are made in the past tense, rather than also in the present and future tense, strictly for simplicity’s sake.

Products that are especially designed or made for use with computer systems and other mobile or static devices or systems in an infringing manner. To the extent Bed Bath & Beyond did not provide these computer systems and devices, it took active steps, directly or through contractual relationships, to cause direct infringement by its customers, suppliers, and distributors from its advertising, advising, consulting, instructing, guiding, or directing its customers, suppliers, and distributors how to integrate such computer systems and devices with the Accused Products. Bed Bath & Beyond had knowledge of its contributory infringement since at least the filing of this Complaint.

12. The Accused Products have hardware or software components that are especially designed and adapted for use with such other computer systems and devices in carrying out the formatting and reformatting tabular displays of records, parameters, and text data objects, as seen by how prominently these functions are promoted by Bed Bath & Beyond on its websites and in its marketing literature. These components in the Accused Products constitute a material part of the invention of one or more asserted claims of the 139 patent and are not staple articles of commerce suitable for substantial non-infringing uses. These distinct and separate components are used only to perform the formatting and reformatting functionality and not any other functionality.

13. Execware has been, is being, and will continue to be damaged by Bed Bath & Beyond's infringing conduct. Bed Bath & Beyond is liable to Execware for damages in an amount that adequately compensates Execware for Bed Bath & Beyond's infringement. By law, this amount is no less than a reasonable royalty for Bed Bath & Beyond and its customers', suppliers', and distributors' use of its Accused Products, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

**JURY DEMAND**

Execware requests a jury trial for the claims asserted in this Complaint.

**PRAYER FOR RELIEF**

Execware requests this Court to find in its favor, against Bed Bath & Beyond, and that this Court grant Execware the following relief.

a. Judgment that Bed Bath & Beyond directly infringed of one or more claims of the 139 patent, either literally or under the doctrine of equivalents, or that Bed Bath & Beyond, alone or in combination with others, indirectly infringed one or more claims of the 139 patent, either contributorily or by induced infringement;

b. A permanent injunction enjoining Bed Bath & Beyond, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting together with Bed Bath & Beyond from directly infringing, contributorily infringing, or inducing infringement of the 139 patent;

c. Judgment that Bed Bath & Beyond account for and pay to Execware all damages and costs that Execware incurred from Bed Bath & Beyond's direct or indirect infringing activities and conduct described in this Complaint;

d. Judgment that this Court grant Execware its pre- and post-judgment interest on its damages caused by Bed Bath & Beyond's directly and indirectly infringing activities and conduct described in this Complaint;

e. Judgment that this Court declare this an exceptional case and award Execware its reasonable attorneys' fees and costs under 35 U.S.C. § 285; and

f. Judgment that this Court grant all additional relief that this Court deems just and proper.

Dated: February 21, 2014

BAYARD, P.A.

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