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Attorney for Plaintiff BLUEPRINT STUDIOS
TRENDS INC., dba BLUEPRINT STUDIOS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

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275 Battery Street, Suite 2000
San Francisco, CA 94111

BLUEPRINT STUDIOS TRENDS INC., dba)	CASE NO.
BLUEPRINT STUDIOS, a California)	
corporation,)	COMPLAINT FOR:
Plaintiff,)	
vs.)	1) PATENT INFRINGEMENT [35 U.S.C.
	§271 <i>et seq.</i>];
	2) FALSE DESIGNATION OF ORIGIN
LUXE EVENT RENTALS LLC, a California)	UNDER FEDERAL LAW [15 U.S.C.
limited liability company, dba Luxe Décor)	§1125(a)];
Ltd.; LUXE LIVING DESIGN, LLC, a New)	
York limited liability company, also dba Luxe)	3) TRADE DRESS INFRINGEMENT
Decor Ltd.; LUXE EVENT RENTALS – FL)	UNDER COMMON LAW
LLC, a Florida limited liability company, also)	
dba Luxe Decor Ltd.; CHAIM TREITEL, an)	4) DECLARATORY RELIEF [28 U.S.C.
individual; and DOES 1-10, inclusive,)	§2201 (a)];
Defendants.)	
	5) CALIFORNIA UNFAIR
	COMPETITION [Cal. Bus.& Prof. Code
	§17200 <i>et seq.</i>];
	6) UNJUST ENRICHMENT; and
	7) ACCOUNTING
	8) (INJUNCTIVE RELIEF
	REQUESTED)
	9) CONSTRUCTIVE TRUST
	DEMAND FOR JURY TRIAL

Plaintiff, BLUEPRINT STUDIOS TRENDS INC., dba BLUEPRINT STUDIOS
("Blueprint Studios"), for its complaint against Defendants LUXE EVENT RENTALS LLC, a

California limited liability company (“*Luxe Event Rentals*”), also doing business as Luxe Decor Ltd. (“*Luxe Décor*”), Luxe Living Design, LLC, a New York limited liability company also doing business as Luxe Decor (“*Luxe Living Design*”), Luxe Event Rentals – FL LLC, a Florida limited liability company also doing business as Luxe Decor (“*Luxe Event Rentals - Florida*”), Chaim Treitel (aka C. Haim Treitel, Chaim Tertel, and Hayim Treitel, “*Treitel*”), and DOES 1 through 10, inclusive (as a group, “Does,” and collectively with Luxe Event Rentals, Luxe Living Design, Luxe Event Rentals – Florida, and Treitel, “*Defendants*”), hereby alleges as follows:

NATURE OF ACTION

1. This is an action for willful violations by Defendants of Plaintiff Blueprint Studios’ intellectual property rights, including design patent infringement, trade dress infringement, unfair competition, unjust enrichment and an accounting, all arising out of the production, importation, distribution, rental, sale, and offer for rent and sale by Luxe of “knock-offs” of Blueprint Studios’ patented design and protected trade dress for its INFINITY chairs.

JURISDICTION AND VENUE

2. This action arises under, inter alia, the Patent Act, 35 U.S.C. § 271(a), (b), (f) and (g) *et seq.*; the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; the Declaratory Judgment Act, 28 U.S.C. § 2201(a); and unfair competition, unjust enrichment and accounting under California common law. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1338(a) and (b). The Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §§ 1367(a) and 1338(b).

3. Venue is proper, inter alia, under 28 U.S.C. §§ 1391 and 1400 in that, on information and belief, a substantial part of the events giving rise to the claims occurred in this judicial district, and Defendants or their agent(s) may be found in this judicial district. Specifically without limitation, upon information and belief, Defendants and each of them distribute, rent, sell and offer for rent or sale the subject infringing goods in this judicial district directly from their regularly established business facilities located at 2010 West 62nd Street, Los Angeles, California 90047; 5716 Corsa Ave., Suite 110, Westlake Village, California 91362;

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and/or 801 East 62nd St., Los Angeles, California 90001, and through their websites, www.luxeeventrentals.com, www.luxelivingdesign.com, and www.luxedecorltd.com, as well as telephonically using one or more common or related telephone and facsimile numbers (including a Los Angeles telephone number), and numerous venues in social media such as Facebook, Twitter, and Instagram, and through third party distributors and retailers. Such facilities, websites, contact numbers, and internet presences allows Defendants and their agents to communicate with consumers and pretend that Defendants own, are licensed or otherwise authorized to use Blueprint Studios' intellectual property rights. In June 2012, Defendant Treitel signed and filed a fictitious business name ("FBN") statement with the Los Angeles County Clerk ostensibly on behalf of Luxe Event Rentals for the fictitious business names: Luxe Living Design, Lux [sic] Event Rentals, and Luxe Décor Ltd. A certified, true and correct copy of the FBN statement is attached hereto as Exhibit A. On information and belief, all Defendants have been at all times mentioned herein and are doing business under such FBN. On information and belief, Defendants, and each of them, have infringed and continue to infringe Blueprint Studios' intellectual property rights by, inter alia, marketing their related businesses and business enterprise in this judicial district utilizing plaintiffs' intellectual property.

4. This court has personal jurisdiction over each of the Defendants by virtue of the conduct of business in this judicial district through their interrelated offices, Los Angeles County-registered FBN, telephone numbers, and facilities as described herein, distributors and customers, their infringing actions of marketing and offering for rent and sale and/or renting and selling infringing products directly to California customers and their contacts in this judicial district, and their delivery into the stream of commerce in this district of the products accused herein of violating Blueprint Studios' intellectual property rights.

INTRADISTRICT ASSIGNMENT

5. Plaintiff Blueprint Studios is a California corporation with its principal place of business in San Francisco, California.

6. Upon information and belief, Defendant Luxe Event Rentals is a California limited liability company with its principal place of business in Los Angeles, California, and

1 Luxe Living Design is a New York limited liability company with the same corporate office in
 2 Los Angeles, California. The wrongful conduct asserted herein therefore originates from this
 3 district.

4 7. Assignment of this action to the Western Division of this Court is therefore
 5 proper.

6 **THE PARTIES**

7 8. Plaintiff Blueprint Studios is incorporated under the laws of the State of
 8 California, and at all times herein relevant is and has been in good standing in California and has
 9 and has had regular and established places of business in San Francisco, California.

10 9. As alleged above, upon information and belief, Defendant Luxe Event Rentals is
 11 and at all times herein relevant has been a California limited liability company, doing business
 12 using both its true name and the fictitious business name, Luxe Décor Ltd., with its California
 13 principal place of business at 2010 West 62nd Street, Los Angeles, California 90047, with a
 14 listed telephone number of 323-758-5344 and fax number of 866-787-1097 per its website,
 15 www.luxeeventrentals.com as reflected January 5, 2015. Further, Luxe Event Rentals dba Luxe
 16 Décor uses a website, www.luxedecorltd.com, with certain of the same telephone and fax
 17 numbers as Luxe Event Rentals, as reflected January 5, 2015, on the www.luxedecorltd.com
 18 Home page.

19 10. Upon information and belief, Defendant Luxe Living Design is and at all times
 20 herein relevant has been a New York limited liability company which at times also does business
 21 as Luxe Décor Ltd., with a California corporate office located at 2010 W. 62nd St, Los Angeles,
 22 CA 90047, with the same Los Angeles telephone number and the same fax number (323-758-
 23 5344 and 866-787-1097, respectively) as Luxe Event Rentals, per Defendants' websites,
 24 www.luxeeventrentals.com, as reflected January 5, 2015, in the Home page footer and header,
 25 and www.luxelivingdesign.com, as reflected January 5, 2015, on the Contact Us page. Luxe
 26 Living Design's principal place of business in New York is 3512 Quentin Road, Brooklyn, New
 27 York, with a New York telephone number, 718-629-6909. Further, Luxe Décor's website,
 28 www.luxedecorltd.com, has certain of the same telephone and fax numbers as Luxe Living

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1 Design, as reflected January 5, 2015, on its Contact Us page.

2 11. Plaintiff alleges upon information and belief that the principal California address
3 and telephone and fax numbers of Luxe Living Design and Luxe Event Rentals (both dba Luxe
4 Decor) are equivalent.

5 12. Upon information and belief, Defendant Luxe Event Rentals - Florida is and at all
6 times herein relevant has been a Florida limited liability company which at times also does
7 business as Luxe Décor Ltd., with offices in Miami, Florida, and Los Angeles, California.
8 Further upon information and belief, Luxe Event Rentals – Florida’s Manager is Luxe Living
9 Design, whose address is listed in Luxe Event Rentals – Florida’s Articles of Organization as
10 being 3512 Quentin Road, Brooklyn, New York 11234, the same as Defendant Luxe Living
11 Design’s address. Defendant Luxe Event Rentals – Florida also uses the same New York
12 telephone and fax numbers, 718-629-6909 and 866-787-1097, respectively, as Luxe Living
13 Design, and the same fax number as Luxe Event Rentals, all as reflected January 5, 2015, on the
14 www.luxeeventrentals.com Contact Us page.

15 13. Upon information and belief, Defendant Treitel is the Manager and President of
16 Luxe Event Rentals, and the registered owner of at least the www.luxeeventrentals.com website,
17 and www.luxelivingdesign.com, with registered addresses of 2010 West 62nd St., Los Angeles,
18 California, and 3512 Quentin Road, Brooklyn, New York, respectively, both with a Los Angeles
19 telephone number of 323-758-5344. A “WHOIS” inquiry as to the registered owner of the
20 www.luxedecorltd.com website shows that the owner has blocked public access to the owner’s
21 name.

22 14. The identities of Does 1 through 10 are presently unknown to plaintiff Blueprint
23 Studios, but on information and belief said Defendants are liable in whole or part for the matters
24 alleged herein. Plaintiff will seek leave of court to add them by name when their identities are
25 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the
26 fictitiously named Defendants, including the Doe Defendants are the partners, joint venturers,
27 agents, servants, employees, common enterprise participants, principals and co-conspirators of
28 each other Defendant; that each Defendant performed directly the acts herein alleged, aided and

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1 abetted the performance thereof, or knowingly acquiesced, ratified, and accepted the benefits of
2 such acts and conduct, was acting within the scope of its respective agency and employment, and
3 each Defendant ratified each and every act, omission and thing done by each and every other
4 Defendant herein, such that each of the Defendants is liable to Plaintiff Blueprint Studios to the
5 extent of the liability of any and all Defendants as alleged herein.

6 15. Upon information and belief, there exists and at all times herein mentioned a unity
7 of interest and ownership between each Defendant such that any individuality and separateness
8 between each Defendant has ceased and that, among other things: there is a lack of attention to
9 corporate formalities; each Defendant shares principal business addresses, accounts, sales,
10 contact information, and websites central to the business of all Defendants, which is essentially
11 the same business; there is a commingling of assets as between each Defendant; the Defendants
12 are engaged in a common enterprise, with overlapping ownership and management (including
13 members, managers and officers), including Defendant President Treitel of Luxe Event Rentals,
14 such that there is an intertwining of operations and communications between each Defendant that
15 have directly caused the violations of Plaintiff's intellectual property rights. Simply put, no
16 separation actually exists between each Defendant since at all times herein mentioned each
17 Defendant was, controlled, dominated, and operated by one or more other Defendants, and
18 served only as their alter egos. Accordingly, Defendants Luxe Event Rentals, Luxe Living
19 Design, and Luxe Event Rentals - Florida are the alter egos of each of the remaining Defendants,
20 and of one another. Adherence to the fiction of separate existences of Defendants Luxe Event
21 Rentals, Luxe Living Design, and Luxe Event Rentals - Florida as entities distinct from each
22 other and each remaining Defendant would permit an abuse of the corporate privilege and would
23 promote injustice by permitting the Defendants to violate the laws of the United States, including
24 but not limited to the Patent Act and Lanham Act, by importing into and distributing, selling,
25 renting, or otherwise using in the United States infringing goods manufactured by them or on
26 their behalf through their inadequately capitalized alter egos. Disregarding the separate nature of
27 the foregoing Defendants is necessary to prevent an injustice to Defendants' creditors, including
28 but not necessarily limited to Plaintiff herein.

BACKGROUND FACTS

16. Plaintiff Blueprint Studios is a primarily San Francisco-based company that, among other things, provides design services, decorations and prop fabrication, furniture and equipment rentals and sales, and other resources and services for corporate and private events.

17. Plaintiff Blueprint Studios is the assignee of the following United States Design Patent, invented by Mircea Minea, and issued by the United States Patent and Trademark Office (“USPTO”) on or about December 27, 2011: D651,018 (the “’018 Patent” or “Patent-in-Suit”). A true and correct copy of the ‘018 Patent is attached hereto as Exhibit B and incorporated herein by this reference.

18. The invention claimed in the ‘018 Patent is the ornamental design for a dining chair, as shown and described in Exhibit B.

19. The patented ornamental design includes, but is not limited to, the back of the chair which has a suspended circle comprised of overlapping loops.

20. Plaintiff Blueprint Studios has or has had manufactured, and has imported, sold, rented, and offered for sale within California and in interstate commerce chairs that embody the patented ornamental design, and has used with such chairs the common law trade dress to designate itself as the source of such chairs (“Chairs”). As between Defendants and Plaintiff Blueprint Studios, Blueprint Studios is the senior user of the trade dress associated with the Chairs.

21. In 2011, Plaintiff Blueprint Studios received the Platinum ADEX Award for Design Excellence for the patented Chair design and trade dress associated with the Chairs.

22. Defendants, and each of them, have imported into, marketed, offered for sale, distributed, and sold in the United States chairs, sometimes referred to by Defendants as “Royale” chairs, that infringe the ‘018 Patent (“*Infringing Chairs*”). Included in Defendants’ marketing collateral distributed in this judicial district and elsewhere in the United States is a brochure showing, among other things, the Infringing Chairs in at least one of the available colors. A true and correct copy of the infringing page of the brochure is attached hereto as Exhibit C.

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23. Defendants, and each of them, have used Plaintiff Blueprint Studios' trade dress in connection with Defendants' marketing, offering for sale, distributing, and selling in the United States Infringing Chairs. Included in Defendant Luxe Event Rental's marketing collateral distributed in this judicial district is its marketing material referring to its Infringing Chairs with Plaintiff's distinctive, non-functional Chair. A true and correct copy of the material is attached hereto as Exhibit D.

24. Defendants, and each of them, have in their marketing material, including but not necessarily limited to Defendants' websites, portrayed their chairs, including the Infringing Chairs as protected by patents and trade dress, thereby giving the false and misleading impression that Defendants own or are licensed to use the patented protected and distinctive ornamental design.

25. Defendant's Infringing Chairs are of vastly inferior quality in manufacturing and materials to Plaintiff's Chairs, and consequently pose a substantially greater risk to users, and for this reason is potentially particularly damaging to Plaintiff Blueprint Studios and its hard-won reputation for quality and safety.

26. Upon information and belief, Defendants, and each of them, at all times herein relevant were and are aware that they were copying and using Plaintiff Blueprint Studios' patented design and trade dress Chairs. Substantially all of the Chairs are marked with express notice of the existence of the '018 Patent.

27. Defendants received actual notice of infringement of the '018 Patent by, among other things, a letter, dated March 6, 2013, from counsel for Plaintiff Blueprint Studios to Ms. Samantha Kanter, an agent of Defendants, notifying Defendants that the Infringing Chairs infringe the '018 Patent. A true and correct copy of such letter is attached hereto as Exhibit E and incorporated herein by this reference. A true and correct copy of confirmation of receipt of such letter by a person at Ms. Kanter's office as provided by Fed Ex is attached hereto as Exhibit F and incorporated herein by this reference.

28. Defendants, and each of them, thereafter are being sent another actual notice of infringement of the '018 Patent and the trade dress of the Chair by, among other things, a letter,

1 dated January 6, 2015, to Defendant Treitel from counsel for Plaintiff Blueprint Studios and to
 2 be delivered personally to one or more agents of Defendants at their booth at a trade show in
 3 Anaheim, California, on January 7, 2015. A true and correct copy of such letter is attached hereto
 4 as Exhibit G and incorporated herein by this reference.

5 29. Defendants, and each of them, even after receipt of the letter of March 6, 2013
 6 continued to infringe Plaintiff Blueprint Studios' patented design and trade dress Chairs in
 7 connection with Defendants' marketing, offering for rent and sale, distributing, and renting and
 8 selling in the United States Infringing Chairs. Included in Defendant Luxe Event Rentals'
 9 continued and ongoing marketing collateral distributed in this judicial district are:

- 10 • Defendants' advertisement of their infringing Chairs in the trade magazine,
 11 BizBash, in the Fall of 2013. A true and correct copy of the advertisement is
 12 attached hereto as Exhibit H;
- 13 • Defendants' catalogue referring to their Infringing Chairs as "Royal Dining
 14 Chair" chairs. A true and correct copy of the infringing page of the catalogue is
 15 attached hereto as Exhibit I;
- 16 • Defendants' invoice dated October 1, 2014, referring to their Infringing Chairs as
 17 "Royale Dining Chair" chairs. A true and correct copy of the invoice is attached
 18 hereto as Exhibit J;
- 19 • Defendants' correspondence offering their Infringing Chairs for sale and/or rental
 20 dated between September 28, 2014 and October 1, 2014 referring to their
 21 Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the
 22 correspondence is attached hereto as Exhibit K;
- 23 • Defendants' correspondence offering their Infringing Chairs for sale and/or rental
 24 dated between November 12, 2014 and November 19, 2014, referring to their
 25 Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the
 26 correspondence is attached hereto as Exhibit L;
- 27 • BizBash magazine's Winter 2014 edition depicting Defendants' advertisement
 28 referring to their Infringing Chairs. A true and correct copy of the cover and

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specific page of the advertisement is attached hereto as Exhibit M;

- Defendants' correspondence published on social media on February 22, 2013, July 8, 2013, August 22, 2013, October 28, 2014, and October 30, 2014, referring to their Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the correspondence is attached hereto as Exhibit N;
- Defendants' correspondence published on social media on August 22, 2013 and September 30, 2014 referring to their Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the correspondence is attached hereto as Exhibit O;
- Defendants' correspondence published on social media on June 11, 2014, October 28, 2014, and December 2, 2014 referring to their Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the correspondence is attached hereto as Exhibit P; and
- Correspondence published by Defendant Luxe Event Rental - Florida's Director of Regional Sales and Design, Ms. Shari Lynn Rothstein, published on social media on October 8, 2014 and October 19, 2014 referring to Defendants' Infringing Chairs as "Royale Dining Chair" chairs. A true and correct copy of the correspondence is attached hereto as Exhibit Q.

FIRST CLAIM OF RELIEF
Infringement of the '018 Patent
(against all Defendants)

30. Each allegation contained in paragraphs 1 – 29 above is incorporated by reference as though set forth fully herein.

31. Upon information and belief, Defendants have infringed, induced, contributed to or aided and abetted in the infringement of one of more claims of the '018 Patent within the United States without authority of Plaintiff Blueprint Studios by importing into, using, offering to rent and sell, distributing, renting, and selling in the United States Infringing Chairs under the terms and provisions of 35 U.S.C. §§271 (a), (b), (f) and/or (g).

32. Defendants had actual knowledge that the ornamental design used for its

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1 Infringing Chairs was patented and that the '018 Patent was owned by Blueprint Studios.

2 33. Despite having actual notice of the '018 Patent, Defendants imported, made, used,
3 offered for rent and sale, and rented and sold Infringing Chairs, or contributed to or induced
4 others to do so, and upon information and belief, continue to import, make, use, offer for rent and
5 sale, rent, and sell Infringing Chairs, and contribute to or induce others to do so.

6 34. Defendants have derived and received, and will continue to derive and receive,
7 from the aforesaid infringement gains, profits and advantages, but in what amount Plaintiff
8 Blueprint Studios is not presently informed and cannot set forth. Blueprint Studios, by reason of
9 the aforesaid infringement, will be damaged and will be entitled to the greater of: (i) damages
10 adequate to compensate for the willful infringement by Defendants, but in no event less than a
11 reasonable royalty for Defendants' use made of the '018 Patent as provided under the terms and
12 provisions of 35 U.S.C. §284; and (ii) Defendants' total profits from the Infringing Chairs as
13 provided under the terms and provisions of 35 U.S.C. § 289.

14 35. Defendants will continue to infringe, induce others to infringe, and/or contribute
15 to the infringement of the '018 Patent unless enjoined by this Court.

16 36. Defendants have willfully and deliberately infringed, induced others to infringe,
17 and/or contributed to the infringement of the '018 Patent with full knowledge and wanton
18 disregard of Plaintiff Blueprint Studios' rights there under, rendering this an "exceptional" case
19 within the meaning of 35 U.S.C. § 285.

20 **SECOND CLAIM OF RELIEF**

21 False Designation of Origin Under 15 U.S.C. § 1125(a)
(against all Defendants)

22 37. Each allegation contained in paragraphs 1 – 36 above is incorporated by reference
23 as though set forth fully herein.

24 38. Defendants' actions of designing, manufacturing or having had manufactured,
25 packaging, renting, selling, and distributing infringing knock-offs of Plaintiff Blueprint Studios'
26 Chairs in interstate commerce, without the consent of Plaintiff Blueprint Studios, constitutes
27 false designation of origin, and has caused and continues to cause a likelihood of confusion,
28 mistake, and deception as to source, sponsorship, affiliation, and/or connection in the minds of

1 the public.

2 39. Defendants' false designation of origin in interstate commerce has infringed
3 Plaintiff Blueprint Studios' trade dress rights in violation of Section 43(a) of the Lanham Act, 15
4 U.S.C. § 1125(a).

5 40. By reason of the foregoing, Plaintiff Blueprint Studios has been injured in an
6 amount not yet fully determined, but believed to be in excess of \$500,000 (five hundred
7 thousand dollars). In addition, as a result of Defendants' acts of false designation of origin,
8 Plaintiff Blueprint Studios has suffered and will continue to suffer irreparable harm, and Plaintiff
9 Blueprint Studios has no adequate remedy at law with respect to this injury. Unless the acts of
10 false designation of origin are enjoined by this Court, Plaintiff Blueprint Studios will continue to
11 suffer a risk of irreparable harm.

12 41. Defendants' actions have been knowing, intentional, wanton, and willful, entitling
13 Plaintiff Blueprint Studios to damages, treble damages, profits, attorney's fees, and the costs of
14 this action.

15 **THIRD CLAIM OF RELIEF**

16 Trade Dress Infringement Under Common Law
(against all Defendants)

17 42. Each allegation contained in paragraphs 1 – 41 above is incorporated by reference
18 as though set forth fully herein.

19 43. Defendants' actions of designing, manufacturing or having had manufactured,
20 packaging, renting, selling, and distributing infringing knock-offs of Plaintiff Blueprint Studios'
21 Chairs in interstate commerce, without the consent of Plaintiff Blueprint Studios, constitutes
22 federal and state common law trade dress infringement and has caused and continues to cause a
23 likelihood of confusion, mistake, and deception as to source, sponsorship, affiliation, and/or
24 connection in the minds of the public.

25 44. Defendants' use of the trade dress has infringed Plaintiff Blueprint Studios' trade
26 dress rights in violation of common law.

27 45. By reason of the foregoing, Plaintiff Blueprint Studios has been injured in an
28 amount not yet fully determined, but believed to be in excess of \$500,000 (five hundred

1 thousand dollars). In addition, as a result of Defendants' acts of false designation of origin,
 2 Plaintiff Blueprint Studios has suffered and will continue to suffer irreparable harm, and Plaintiff
 3 Blueprint Studios has no adequate remedy at law with respect to this injury. Unless the acts of
 4 common law trade dress infringement are enjoined by this Court, Plaintiff Blueprint Studios will
 5 continue to suffer a risk of irreparable harm.

6 46. Defendants' actions have been knowing, intentional, wanton, and willful, entitling
 7 Plaintiff Blueprint Studios to damages, treble damages, profits, attorney's fees, and the costs of
 8 this action.

9 **FOURTH CLAIM OF RELIEF**

10 Declaratory Judgment Under 28 U.S.C. § 2201(a)
 (against all Defendants)

11 47. Each allegation contained in paragraphs 1 – 46 above is incorporated by reference
 12 as though set forth fully herein.

13 48. Plaintiff Blueprint Studios alleges that a substantial controversy has arisen
 14 between it and Defendants relating to the rights to Plaintiff Blueprint Studios' patented design
 15 and trade dress.

16 49. Plaintiff Blueprint Studios further alleges that the parties have adverse legal
 17 interests to each other in determining which party has the exclusive rights in connection with
 18 Plaintiff Blueprint Studios' '018 Patent for its protected Chair design and Plaintiff Blueprint
 19 Studios' trade dress.

20 50. Plaintiff Blueprint Studios further alleges that the controversy is of sufficient
 21 immediacy and reality to warrant the issuance of a declaratory judgment. Accordingly, Plaintiff
 22 Blueprint Studios requests a declaration (1) that Plaintiff Blueprint Studios has sole right, title
 23 and interest in connection with the '018 Patent and trade dress, and (2) that Defendants have no
 24 right to use such trade dress or patent in association with the sale of Defendants' goods, or at all.

25 **FIFTH CLAIM OF RELIEF**

26 Unfair Competition Under California Bus. & Prof. Code § 17200, *et seq.*
 (against all Defendants)

27 51. Each allegation contained in paragraphs 1 – 50 above is incorporated by reference
 28 as though set forth fully herein.

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52. California Business & Professions Code Section 17200 provides that unfair competition means and includes “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.”

53. By and through Defendants’ conduct, including the conduct detailed above, Defendants have engaged in activities that constitute unlawful, unfair, and fraudulent business practices prohibited by Business & Professions Code Sections 17200, *et seq.*

54. Defendants’ acts of direct and indirect patent infringement and trade dress infringement, as alleged above, constitute unfair competition actionable under the laws of the State of California as unlawful business acts or practices in that, *inter alia*, said acts violate the federal Patent Act, 35 U.S.C. §§ 271, *et seq.*, the federal Lanham Act, 15 U.S.C. §§ 1125, *et seq.*, and Section 337(a)(1)(B)(i) of the Tariff Act of 1930, as amended, 19 U.S.C. §1337(a)(1)(B)(i). Specifically without limitation, Defendants’ actions of copying the design, infringing, “knocking off” of Plaintiff Blueprint Studios’ Chairs, manufacturing, importing into the United States, selling, distributing, and/or offering for sale in interstate commerce their Infringing Chairs, or participating therein, without the consent of Plaintiff Blueprint Studios, has caused and continues to cause a likelihood of confusion, mistake, and deception in the minds of the public. Defendants’ actions constitute misappropriation and infringement of Plaintiff Blueprint Studios’ patent and common law trade dress in Plaintiff Blueprint Studios’ Chairs, and a false designation of origin. Without authorization, Defendants have misappropriated the substantial value of Plaintiff Blueprint Studios’ investment and effort in design and marketing without paying for it and then have undersold Infringing Chairs in direct competition with Plaintiff Blueprint Studios’ own Chairs, all of which is unfair, unethical, oppressive, and unscrupulous.

55. Defendants’ acts of infringement as alleged above therefore constitute unfair competition actionable under the laws of the State of California as fraudulent business acts or practices, in that, *inter alia*, said acts are likely to confuse the public as to the origin of their Infringing Chairs and constitute false advertising, in that, *inter alia*, said acts are likely to cause confusion, mistake, and deception.

56. While Defendants’ conduct is unlawful, unfair, fraudulent, deceptive, misleading

1 and untrue, and constitutes violations of California Business & Professions Code Sections 17200,
 2 *et seq.*, Plaintiff Blueprint Studios reserves the right to identify additional violations by
 3 Defendants as may be established through discovery.

4 57. As a result of Defendants' said acts of unfair competition, Plaintiff Blueprint
 5 Studios has suffered and will continue to suffer irreparable harm, and Plaintiff Blueprint Studios
 6 has no adequate remedy at law with respect to this injury. Unless the acts of unfair competition
 7 are enjoined by this Court, Plaintiff Blueprint Studios will continue to suffer irreparable harm.

8 **SIXTH CLAIM OF RELIEF**

9 Unjust Enrichment
 (against all Defendants)

10 58. Each allegation contained in paragraphs 1 – 57 above is incorporated by reference
 11 as though set forth fully herein.

12 59. Defendants' acts of misappropriation and illegal use of Plaintiff Blueprint
 13 Studios' intellectual property rights and valuable goodwill associated with the rights have
 14 resulted in Defendants being unjustly enriched at Plaintiff Blueprint Studios' expense.

15 60. Plaintiff Blueprint Studios has invested heavily in the advertisement, promotion
 16 and building of goodwill related to the aforementioned intellectual property.

17 61. Plaintiff Blueprint Studios is therefore entitled to restitution of all ill-gotten
 18 profits related to the aforementioned intellectual property rights that have been retained by
 19 Defendants.

20 **SEVENTH CLAIM OF RELIEF**

21 Accounting
 (against all Defendants)

22 62. Each allegation contained in paragraphs 1 – 61 above is incorporated by reference
 23 as though set forth fully herein.

24 63. Plaintiff Blueprint Studios alleges that Defendants' improper use of Plaintiff
 25 Blueprint Studios' intellectual property rights as alleged above have resulted in Defendants being
 26 unjustly enriched at Plaintiffs' expense and at no cost to defendants.

27 64. Defendants have retained an unknown amount of monies that rightfully belongs to
 28 Plaintiff Blueprint Studios.

65. Plaintiff Blueprint Studios is therefore entitled to an accounting of all profits gained by Defendants' illegal use of Plaintiffs' respective intellectual property.

EIGHTH CLAIM OF RELIEF

Injunctive Relief
(against all Defendants)

66. Each allegation contained in paragraphs 1 – 65 above is incorporated by reference as though set forth fully herein.

67. The actions of Defendants leave Plaintiff Blueprint Studios without an adequate remedy at law for the infringement of the '018 Patent and of its common law trade dress for Chairs.

68. Plaintiff Blueprint Studios is entitled to preliminary and permanent injunctive relief under the terms and provisions of 35 U.S.C. § 283.

NINTH CLAIM OF RELIEF

Constructive Trust

69. Each allegation contained in paragraphs 1 – 68 above is incorporated by reference as though set forth fully herein.

70. The actions of Defendants as described above has led to Defendants wrongfully obtaining Plaintiff Blueprint Studio's property in the form the rights, benefits, and derivation of profits as a result of its unauthorized use of the Chairs.

71. Plaintiff Blueprint Studio requests that this Court impose a constructive trust on any profits Defendants derived or will derive as a result of its wrongful conduct pending the outcome of this litigation.

72. This equitable remedy is proper under the common laws of the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Blueprint Studios requests the following relief:

A. Judgment in favor of Plaintiff Blueprint Studios on all claims herein.

B. A temporary restraining order, and a preliminary and permanent injunction

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1 preventing Defendants, those additional parties specified in Federal Rule of Civil Procedure
2 65(d), and their respective officers, directors, employees, agents, licensees, servants, successors
3 and assigns, and any and all persons acting in privity or in concert with them from infringing,
4 actively inducing infringement, or contributing to infringement of Plaintiff's intellectual property
5 rights, including common law trade dress, and the '018 Patent, and any and all continued unfair
6 competition of the '018 Patent;

7 C. That this Court award to Plaintiff Blueprint Studios the greater of: (i) damages
8 adequate to compensate it for Defendants' acts of infringement, inducement of infringement, and
9 contributing to the infringement by others of the '018 Patent complained of herein, together with
10 interest thereon, but in no event less than a reasonable royalty for the use made of the '018
11 Patent; or (ii) Defendants' total profits from the importation, use, offering for sale, and sale in the
12 United States of the Infringing Chairs;

13 D. That this Court decree that the infringement of the '018 Patent by Defendants is
14 willful, and that this Court award treble damages against Defendants for their willful
15 infringement of the '018 Patent;

16 E. An accounting of profits and damages resulting from Defendants' trade dress
17 infringement, patent infringement, false designation of origin, and unfair competition, and
18 trebling and/or enhancement of such damages under the trade dress and patent laws as an
19 exceptional case because of the knowing, intentional, willful, and wanton nature of Defendants'
20 conduct;

21 F. That this Court impose a constructive trust on those profits derived or will be
22 derived resulting from Defendants' wrongful conduct as set forth hereinabove, and that such
23 profits be held in a constructive trust to be paid over to Plaintiff Blueprint Studios;

24 G. That this Court order Defendants to pay Plaintiff Blueprint Studios' reasonable
25 attorneys' fees for this action;

26 H. That this Court order Defendants to pay Plaintiff Blueprint Studios any and all
27 properly chargeable costs for this action;
28

1 I. That prejudgment interest be awarded by the Court from the date suit was filed for
2 any amounts of actual damages;

3 J. That this Court grants Plaintiff Blueprint Studios such other and further relief as it
4 may deem just and equitable.

5 Respectfully submitted,

6 Dated: January 6, 2015

GORDON & REES LLP

7
8 By /s/ Gordon I. Endow
9 Gordon I. Endow
10 Attorney for Plaintiff BLUEPRINT STUDIOS
11 TRENDS INC., dba BLUEPRINT STUDIOS
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PLAINTIFF'S JURY DEMAND

Pursuant to Rule 28(b) of the Federal Rules of Civil Procedure, Plaintiff Blueprint Studios hereby demands a jury trial of all issues triable to a jury.

Dated: January 6, 2015

GORDON & REES LLP

By /s/ Gordon I. Endow
Gordon I. Endow
Attorney for Plaintiff BLUEPRINT STUDIOS
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