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13 Attorneys for Plaintiff  
14 *Infinity Headwear & Apparel, LLC*

15 IN THE UNITED STATES DISTRICT COURT  
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
17

18 INFINITY HEADWEAR &  
19 APPAREL, LLC, an Arkansas limited  
20 liability company,

21 Plaintiff,

22 vs.

23 HOODSBEE, LLC, a California limited  
24 liability company,

25 Defendant.  
26  
27  
28

Case No. 2:16-CV-1298

**COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Infinity Headwear & Apparel, LLC (“Infinity”), by and through its  
2 undersigned counsel of record, hereby complains against Defendant Hoodsbee, LLC  
3 (“Hoodsbee”) as follows.

4 **PARTIES**

5 1. Infinity is an Arkansas limited liability company with its principal  
6 place of business in Rogers, Arkansas.

7 2. Hoodsbee is a California limited liability company with its principal  
8 place of business at 2301 E. 7th Street, Suite A106, Los Angeles, California, 90023.

9 **JURISDICTION AND VENUE**

10 3. This is a civil action for patent infringement under Title 35, United  
11 States Code.

12 4. Subject-matter jurisdiction is conferred upon this Court by 28 U.S.C.  
13 §§ 1331 and 1338(a).

14 5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and  
15 1400(b) as Hoodsbee has committed the acts of patent infringement complained of  
16 herein in this District and has a regular and established place of business in this  
17 District.

18 6. Hoodsbee has placed its infringing goods, systems, methods,  
19 compositions, and/or services, including, without limitation, the Hoodsbee hoodie  
20 and stuffed animal product (“Infringing Product”), into the stream of commerce  
21 throughout the United States, which goods, systems, methods, compositions, and/or  
22 services have been offered for sale, sold, and/or used in this District.

23 7. Hoodsbee, directly or through its subsidiaries, divisions, groups, or  
24 distributors, have committed acts of infringement in this District, is subject to  
25 personal jurisdiction in this District, and/or is doing business in this District.

26 **FACTUAL BACKGROUND**

27 **Infinity Is An Innovative Leader in Consumer Products**

28 8. Infinity is a leading manufacturer, merchandiser, and marketer of

1 innovative consumer products.

2 9. Infinity has over 16 years of experience in designing, developing, and  
3 sourcing high quality products for many of the world's leading retailers and  
4 consumer product companies.

5 10. Among many products, Infinity is the creator of the highly successful  
6 and innovative ComfyCritters huggable hooded blanket, available at  
7 [www.mycomfycritters.com](http://www.mycomfycritters.com).

8 11. The ComfyCritters product was first introduced to the market in 2011.

9 12. Infinity has invested substantially in securing and protecting various  
10 intellectual property rights and interests in its products, including the ComfyCritters  
11 product.

12 **Hoodsbee's Infringing Product**

13 13. Upon information and belief, Hoodsbee's Infringing Product was  
14 introduced into the market sometime in 2014.

15 14. The Infringing Product is marketed by Hoodsbee as being "patented"  
16 despite Hoodsbee not having any patent rights in and to the Infringing Product.

17 15. Specifically, Hoodsbee markets the Infringing Product as a "patented  
18 hooded blanket that transforms into a plush toy . . . Kids wear hoodies, but often  
19 take them off with no place to put them. Now they can transform them into a plush  
20 toy."

21 16. Despite not having any patented rights in and to the Infringing Product,  
22 Hoodsbee has entered into license agreements and has received royalty payments for  
23 its Infringing Product.

24 17. Moreover, Hoodsbee has plans to further license the Infringing Product  
25 to include "a variety of categories such as blankets, towels, accessories, and more  
26 utilizing the patented Hoodsbee technology."  
27  
28

**FIRST CLAIM FOR RELIEF**

**(Infringement of United States Patent No. 8,864,544)**

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2  
3 18. On October 21, 2014, U.S. Patent No. 8,864,544 (“the ’544 Patent”),  
4 entitled “Hooded Blanket and Stuffed Toy Combination,” a copy of which is  
5 attached hereto as Exhibit A, was duly and legally issued by the United States Patent  
6 and Trademark Office.

7 19. Infinity is the owner of the ’544 Patent, including the right to sue for  
8 and recover all past, present, and future damages for infringement of the ’544  
9 Patent.

10 20. Hoodsbee, directly or through its subsidiaries, divisions, licensees, or  
11 groups, has infringed and continues to infringe the ’544 Patent by making, using,  
12 selling, and/or offering to sell, or allowing others to make, use, sell, and/or offer to  
13 sell, in the United States and this District, goods, systems, methods, compositions,  
14 and/or services that are covered by one or more of the claims of the ’544 Patent,  
15 including, without limitation, the Infringing Product.

16 21. Hoodsbee is liable for infringement of the ’544 Patent under 35 U.S.C.  
17 § 271.

18 22. Hoodsbee’s acts of infringement have caused damage to Infinity, and  
19 Infinity is entitled to recover from Hoodsbee the damages sustained by Infinity as a  
20 result of Hoodsbee’s wrongful acts in an amount to be proven at trial.

21 23. As a consequence of the infringement complained of herein, Infinity  
22 has been irreparably damaged to an extent not yet determined and will continue to  
23 be irreparably damaged by such acts in the future unless Hoodsbee is enjoined by  
24 the Court from committing further acts of infringement.

25 24. Moreover, Hoodsbee’s acts of infringement have been or will be  
26 undertaken with knowledge of the ’544 Patent. Such acts constitute willful  
27 infringement and make this case exceptional pursuant to 35 U.S.C. §§ 284 and 285,  
28 and further entitle Infinity to enhanced damages and attorneys’ fees.

**SECOND CLAIM FOR RELIEF**

**(False Patent Marking Under 35 U.S.C. §§ 287 & 292)**

1  
2  
3 25. Infinity realleges and incorporates by reference all of the foregoing  
4 paragraphs.

5 26. Hoodsbee, directly or through its subsidiaries, divisions, licensees, or  
6 groups, has marked or marketed its Infringing Product as the “patented Hoodsbee  
7 technology” or some similar variation thereof claiming patent rights in and to the  
8 Infringing Product.

9 27. Hoodsbee has no and never has had any patent rights in and to the  
10 Infringing Product.

11 28. As such, Hoodsbee has failed to comply with the requirements of  
12 Section 287 of Title 35 of the United States Code. Specifically, Hoodsbee, directly  
13 or through its subsidiaries, divisions, licensees, or groups, does not and has not  
14 marked the Infringing Product, the packaging containing the Infringing Product,  
15 and/or the marketing materials for the Infringing Product with the number or  
16 numbers of the patent(s) and/or patent application(s) alleged to convey any patent  
17 rights in and to the Infringing Product.

18 29. Hoodsbee has alternatively failed to comply with the requirements of  
19 Section 287 of Title 35 of the United States Code in that Hoodsbee, directly or  
20 through its subsidiaries, divisions, licensees, or groups, does not and have not  
21 marked the Infringing Product, the packaging containing the Infringing Product,  
22 and/or the marketing materials for the Infringing Product with an address of an  
23 Internet posting where the number or numbers of the patent(s) and/or patent  
24 application(s) alleged to convey any patent rights in and to the Infringing Product  
25 are accessible to the public without charge.

26 30. Hoodsbee has alternatively failed to comply with the requirements of  
27 Section 287 of Title 35 of the United States Code inasmuch as Hoodsbee, directly or  
28 through its subsidiaries, divisions, licensees, or groups, has marked the Infringing

1 Product, the packaging containing the Infringing Product, and/or the marketing  
2 materials for the Infringing Product as having patent protection.

3 31. Hoodsbee has falsely marked the Infringing Product for the purpose of  
4 deceiving the public and to derive a financial benefit from such deception.

5 32. Hoodsbee is liable for false patent marking under 35 U.S.C. §§ 287  
6 and/or 292.

7 33. Hoodsbee's acts of false patent marking have caused damage to Infinity  
8 and have caused a competitive injury to Infinity, and Infinity is entitled to recover  
9 from Hoodsbee the damages sustained by Infinity as a result of Hoodsbee's  
10 wrongful acts and/or violations of 35 U.S.C. §§ 287 and/or 292 in an amount to be  
11 proven at trial.

12 34. As a consequence of the false patent marking complained of herein,  
13 Infinity has been irreparably damaged to an extent not yet determined and will  
14 continue to be irreparably damaged by such acts in the future unless Hoodsbee is  
15 enjoined by the Court from committing further acts of false patent marking.

16 **THIRD CLAIM FOR RELIEF**

17 **(False Advertising and/or Deceptive Trade Practices Under the Lanham Act**  
18 **and/or Common Law)**

19 35. Infinity realleges and incorporates by reference all of the foregoing  
20 paragraphs.

21 36. Infinity competes directly with Hoodsbee in the marketplace for stuffed  
22 plush toys.

23 37. Indeed, Infinity's ComfyCritters product directly competes in the  
24 marketplace with Hoodsbee's Infringing Product.

25 38. Hoodsbee, directly or through its subsidiaries, divisions, licensees, or  
26 groups, marks or has marked the Infringing Product, the packaging containing the  
27 Infringing Product, and/or the marketing materials for the Infringing Product as  
28 having patent protection.

1           39.   Hoodsbee does not have and has never had patent rights in and to its  
2 Infringing Product.

3           40.   Moreover, Hoodsbee did not have patent rights in and to the Infringing  
4 Product when it began falsely marking the Infringing Product.

5           41.   As such, Hoodsbee's public assertion or notice of patent rights in and to  
6 its Infringing Product is false and/or misleading.

7           42.   Hoodsbee's false or misleading public assertion of patent rights in and  
8 to its Infringing Product has deceived, or has the capacity to deceive, a substantial  
9 portion of the intended audience and/or the intended distributors and/or consumers  
10 of Infinity's ComfyCritters product, as well as the intended distributors and/or  
11 consumers Infinity's ComfyCritters product.

12           43.   Hoodsbee's false or misleading public assertion of patent rights in and  
13 to its Infringing Product is material inasmuch as it is likely to influence purchasing  
14 decisions by relevant distributors and/or consumers.

15           44.   Hoodsbee has placed its false or misleading public assertion of patent  
16 rights in and to its Infringing Product in interstate commerce by virtue of selling the  
17 Infringing Product, the packaging and/or marketing which bears the false or  
18 misleading statement at issue, into interstate commerce.

19           45.   Hoodsbee is liable for false advertising and/or deceptive trade practices  
20 under the Lanham Act and/or common law.

21           46.   Hoodsbee's acts of false advertising have caused damage to Infinity, or  
22 have otherwise caused a competitive injury to Infinity in the form of either a direct  
23 diversion of sales or by lessening the goodwill associated with Infinity's  
24 ComfyCritters product, and Infinity is entitled to recover from Hoodsbee the  
25 damages sustained by Infinity as a result of Hoodsbee's wrongful acts in an amount  
26 to be proven at trial.

27           47.   As a consequence of the false advertising complained of herein, Infinity  
28 has been irreparably damaged to an extent not yet determined and will continue to

1 be irreparably damaged by such acts in the future unless Hoodsbee is enjoined by  
2 the Court from committing further acts of false advertising.

3 48. One or more of Hoodsbee's acts of false advertising have been willful  
4 further entitling Infinity to enhanced damages and reasonable attorneys' fees.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Infinity prays for judgment as follows:

7 A. That Hoodsbee has infringed the '544 Patent;

8 B. Hoodsbee account for and pay to Infinity all damages caused by its  
9 infringement of the '544 Patent, and to enhance such damages as appropriate in  
10 accordance with 35 U.S.C. § 284;

11 C. Hoodsbee account for and pay to Infinity all royalties received from  
12 any license agreement(s) entered into by Hoodsbee wherein it has received or will  
13 receive royalty payments for the Infringing Product;

14 D. Infinity be granted permanent injunctive relief pursuant to 35 U.S.C.  
15 § 283, permanently enjoining Hoodsbee, its officers, agents, servants, employees,  
16 licensees, and those persons in active concert or participation with it from further  
17 acts of patent infringement;

18 E. That Hoodsbee and its principals, agents, representatives, servants,  
19 licensees, and employees and any person in active concert or participation with them  
20 be ordered to recall and deliver up for destruction all products that infringe the '544  
21 Patent, including, without limitation, the Infringing Product;

22 F. Infinity be granted pre-judgment and post-judgment interest on the  
23 damages caused to it by reason of Hoodsbee's patent infringement;

24 G. The Court declare this an exceptional case and that Infinity be granted  
25 its reasonable attorneys' fees in accordance with 35 U.S.C. § 285;

26 H. The Court declare Hoodsbee's patent infringement willful and increase  
27 the damages to which Infinity is entitled up to three (3) times in accordance with 35  
28 U.S.C. § 284;



1 I. That Hoodsbee has falsely marked its Infringing Product under at least  
2 35 U.S.C. § 292;

3 J. Hoodsbee account for and pay to Infinity all damages caused by its  
4 false patent marking;

5 K. Infinity be granted permanent injunctive relief, permanently enjoining  
6 Hoodsbee, its officers, agents, servants, employees, licensees, and those persons in  
7 active concert or participation with it from further acts of false patent marking;

8 L. Infinity be granted pre-judgment and post-judgment interest on the  
9 damages caused to it by reason of Hoodsbee's false patent marking;

10 M. That Hoodsbee has engaged in false advertising and/or deceptive trade  
11 practices under the Lanham Act and/or common law;

12 N. Hoodsbee account for and pay to Infinity all damages caused by its  
13 false advertising and/or deceptive trade practices;

14 O. Infinity be granted permanent injunctive relief, permanently enjoining  
15 Hoodsbee, its officers, agents, servants, employees, licensees, and those persons in  
16 active concert or participation with it from further acts of false advertising and/or  
17 deceptive trade practices;

18 P. Infinity be granted pre-judgment and post-judgment interest on the  
19 damages caused to it by reason of Hoodsbee's false advertising and/or deceptive  
20 trade practices;

21 Q. The Court declare this an exceptional case and that Infinity be granted  
22 its reasonable attorneys' fees in accordance with the Lanham Act;

23 ///

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1 R. Costs be awarded to Infinity; and  
2 S. Infinity be granted such other and further relief as the Court may deem  
3 just and proper under the circumstances.

4  
5 Dated: February 25, 2016

Respectfully submitted,  
6 BROWNE GEORGE ROSS LLP  
Keith J. Wesley

7  
8 KIRTON McCONKIE  
9 James T. Burton  
10 Joshua S. Rupp  
Ryan R. Beckstrom

11 By   
12 Keith J. Wesley  
13 Attorneys for Plaintiff  
14 *Infinity Headwear & Apparel, LLC*

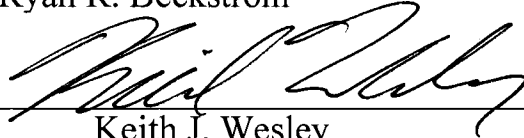
15 **DEMAND FOR JURY TRIAL**

16 Infinity hereby demands trial by jury as to all issues in this action triable by  
17 jury.

18 Dated: February 25, 2016

Respectfully submitted,  
19 BROWNE GEORGE ROSS LLP  
Keith J. Wesley

20  
21 KIRTON McCONKIE  
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Ryan R. Beckstrom

24 By   
25 Keith J. Wesley  
26 Attorneys for Plaintiff  
27 *Infinity Headwear & Apparel, LLC*