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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ELI ZHADANOV, SAM ZHADANOV and
INTERLINK PRODUCTS
INTERNATIONAL, INC.,

Plaintiffs,

v.

WAXMAN CONSUMER PRODUCTS
GROUP, INC.,

Defendant.

Case No: _____

**COMPLAINT &
JURY TRIAL DEMAND**

Plaintiffs, Eli Zhadanov, Sam Zhadanov and Interlink Products International, Inc. (collectively “Interlink”), by and through their undersigned counsel, hereby complain of Defendant, Waxman Consumer Products Group, Inc. (“Waxman”), as follows:

STATEMENT PURSUANT TO LOCAL RULE 10.1

1. Plaintiff Eli Zhadanov is an individual residing at 2944 W. 5th Street, Brooklyn, New York 11224.
2. Plaintiff Sam Zhadanov is an individual residing at 2944 W. 5th Street, Brooklyn, New York 11224.

3. Plaintiff Interlink Products International, Inc. is a New Jersey corporation with its principal place of business at 1315 East Elizabeth Avenue, Linden, New Jersey 07036.

4. On information and belief, Defendant is a Delaware corporation with its principal place of business at 24460 Aurora Rd, Bedford Heights, Ohio 44146.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims alleged pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This Court has personal jurisdiction over Defendant in that it does business regularly in this district and the claims at issue in this case arise out of or are related to Defendant's business activities with respect to this district. Defendant regularly offers for sale, ships and sells, to customers located in New Jersey, products that are the subject of the infringement allegations in this Complaint. Defendant also regularly places the infringing products at issue into the stream of commerce through established relationships with retailers selling its products in New Jersey and with full awareness that substantial quantities of the infringing products will be sold in New Jersey. Defendant thus purposely directs its business activities to this forum and the claims herein thereby arise out of and relate to such business activities.

7. Venue is proper in this district pursuant to 28 U.S.C. §§ 1400(b) and 1391(b) and (c).

FACTS COMMON TO ALL COUNTS

8. Interlink is a New Jersey based research & development company specializing in the development, manufacturing and marketing of innovative consumer and professional healthcare products in the shower and bath, personal care and cleaning categories. The company

was founded in 1996 and built on conceptual and technological innovation, high product quality and excellence in customer service.

9. Interlink's products include several lines of shower and bath accessories, including holders for handheld showerheads, which are typically mounted on the wall of a shower and are sold through both wholesale and retail channels.

10. Defendant also sells shower and bath accessories, including holders for handheld showerheads, through both wholesale and retail channels. Defendant's products are sold under several brands, including the Home Depot brand GLACIER BAY.

11. On May 29, 2007, United States Letters Patent No. 7,222,828 ("the '828 Patent") were issued to Eli Zhadanov and Sam Zhadanov, both Interlink shareholders. In general terms, the '828 Patent describes an invention centering on a device for holding shower accessories, such as a handheld shower, that is mountable to a surface using a suction mechanism. A copy of the '828 Patent is attached as Exhibit A.

12. Interlink is the exclusive licensee of the '828 Patent.

13. On October 23, 2012, United States Letters Patent No. 8,292,253 ("the '253 Patent") were issued to Eli Zhadanov. In general terms, the '253 Patent describes an invention centering on a mounting bracket with an adhesive backing (typically used to attach the bracket to a wall) for mounting a suction-based holder device and thereby allowing the accessory to be installed on surfaces that otherwise would not permit or be ideal for attachment to a suction device, or to be securely installed on any other surface. A copy of the '253 Patent is attached as Exhibit B.

14. Interlink is also the exclusive licensee of the '253 Patent.

15. Defendant imports and sells a “handheld shower holder” (Item No. 151 744, Model 3075-535), images of which are attached as Exhibit C, that consists of a holder for a handheld shower that is mountable to a surface using a suction mechanism (hereinafter “the Waxman Holder”) and a mounting bracket with an adhesive backing for mounting the suction-based shower accessory (hereinafter together “the Waxman Bracket/Holder”). The Waxman Holder and Waxman Bracket/Holder embody the elements of multiple claims of the ’828 Patent and the ’253 Patent, respectively, and thereby infringe the patents.

**COUNT I
CLAIM FOR INFRINGEMENT OF
U.S. PATENT NO. 7,222,828**

16. Interlink repeats and realleges the allegations of paragraphs 1-15 as if fully set forth herein.

17. The Waxman Holder and any other holders sold by Defendant that are identical or equivalent to the Waxman Holder embody all of the elements of at least claims 1, 5, 6, 7, 8 and 9 of the ’828 Patent.

18. Defendant has directly infringed the aforementioned claims of the ’828 Patent by importing, selling and offering for sale the Waxman Holder. To the extent Defendant manufactures or assembles the Waxman Holder, Defendant also infringes the ’828 Patent by making the infringing product.

19. Through this Complaint, Interlink has notified Defendant of the ’828 Patent and of the infringing nature of the Waxman Holder.

20. Defendant’s sale and continued sale of the Waxman Holder is in willful, knowing disregard of the ’828 Patent and intentionally induces infringement of the ’828 Patent by purchasers.

21. By selling the Waxman Holder, and through the instructions included with the Waxman Holder, Defendant encourages purchasers to install and use on an ongoing basis the infringing product. Defendant's instructions included with the Waxman Holder induce infringement by instructing purchasers to install and use the product. By its nature, the Waxman Holder does not have substantial non-infringing uses. The holder and its components cannot be assembled or combined into any ordinary or practical device that does not infringe the '828 Patent. Defendant sells the Waxman Holder for the sole purpose of installation and use by purchasers and with the knowledge and intent that purchasers will thereby infringe the '828 Patent.

22. Defendant has engaged in the foregoing acts of infringement despite an objectively high likelihood that its actions constitute infringement of a valid patent, and such likelihood was known or so obvious that it should have been known by Defendant.

23. As a result of Defendant's infringement Interlink has suffered direct competitive harm, loss of goodwill, and lost sales. At all relevant times, Interlink sells and has sold products that compete directly with Defendant's infringing products. Interlink has also attempted to sell a product that embodies the claims of the '828 Patent to a major retailer only to recently learn that the retailer instead purchased the Waxman Holder.

24. Defendant's infringement is ongoing and has injured and will continue to injure Interlink unless and until this Court enters an injunction prohibiting further infringement, including enjoining further sale of Defendant's infringing products.

**COUNT II
CLAIM FOR INFRINGEMENT OF
U.S. PATENT NO. 8,292,253**

25. Interlink repeats and realleges the allegations of paragraphs 1-24 as if fully set forth herein.

26. The Waxman Bracket/Holder and any other devices sold by Defendant that are identical or equivalent to the Waxman Bracket/Holder embody all of the elements of each of the claims of the '253 Patent.

27. The Waxman Bracket/Holder is packaged completely assembled with the Waxman Holder device pre-inserted into the mounting bracket at the time of packaging. Defendant otherwise sells the Waxman Bracket/Holder as a completed machine. The mounting bracket and suction device are designed to be combined before operation, are sold ready for combination and serve no useful non-infringing purpose. The components thereof cannot be assembled or combined into any ordinary or practical device that does not infringe the '253 Patent.

28. Defendant infringes the '253 Patent by selling and importing the accused products.

29. In the alternative, Defendant contributorily infringes the '253 Patent by selling and importing the adhesive mounting bracket used in its products. The adhesive wall-mount bracket embodies a material component of each of the claims of the '253 Patent. Further, the adhesive mounting bracket is not a staple article or commodity of commerce suitable for substantial non-infringing use. The bracket is especially made, Defendant sells the bracket and the bracket is used by purchasers solely to interface with suction-based holder devices. There are no usual, non-far-fetched, non-illusory, practical, non-occasional, non-aberrant or non-

experimental uses for the bracket that do not infringe the claims of the '253 Patent. The bracket does not have ordinary non-infringing uses.

30. Interlink sells and has available for sale products that compete directly with the Waxman Bracket/Holder.

31. Through this Complaint, Plaintiffs have notified Defendant of the '253 Patent and of the infringing nature of the Waxman Bracket/Holder.

32. Defendant's continued sale of the accused products is in willful, knowing disregard of the '253 Patent and intentionally induces infringement of the '253 Patent by purchasers.

33. By selling the Waxman Bracket/Holder, and through the instructions included with the Waxman Bracket/Holder, Defendant encourages purchasers to assemble, install and use on an ongoing basis the accused product. Defendant's instructions included with the Waxman Bracket/Holder induce infringement by instructing purchasers to assemble, install and use the Waxman Bracket/Holder.

34. By its nature, the Waxman Bracket/Holder does not have substantial non-infringing uses. The components cannot be assembled or combined into any ordinary or practical device that does not infringe the '253 Patent. Defendant sells the Waxman Bracket/Holder for the sole purpose of installation and use by purchasers and with the knowledge and intent that purchasers will thereby infringe the '253 Patent.

35. Defendant has engaged in the foregoing acts of infringement despite an objectively high likelihood that its actions constitute infringement of a valid patent, and such likelihood was known or so obvious that it should have been known by Defendant.

36. As a result of Defendant's infringement, Interlink has suffered direct competitive harm, loss of goodwill, and lost sales. At all relevant times, Interlink sells and has sold products that compete directly with Defendant's infringing products. Interlink has also attempted to sell a product that embodies the claims of the '253 Patent to a major retailer only to recently learn that the retailer instead purchased the Waxman Bracket/Holder.

37. Defendant's infringement is ongoing and has injured and will continue to injure Interlink unless and until this Court enters an injunction prohibiting further direct, contributory and induced infringement, including enjoining further sale of Defendant's infringing products.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant and its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with Defendant, granting the following relief:

- A. An award of damages sufficient to compensate Interlink for Defendant's direct and indirect infringement of the '828 and '253 Patents, including Interlink's lost profits and/or reasonable royalties for the infringement, and any other relief provided for under 35 U.S.C. § 284, together with prejudgment interest from the date that Defendant's infringement of the '828 and '253 Patents began;
- B. Increased damages as permitted under 35 U.S.C. § 284;
- C. A finding that this case is exceptional and an award to Interlink of its attorneys' fees and costs as provided by 35 U.S.C. § 285;
- D. A preliminary and permanent injunction prohibiting further infringement, inducement of infringement and contributory infringement of the '828 and '253 Patents; and
- E. Such other and further relief as this Court or a jury may deem proper and just.

Dated: February 29, 2016

Respectfully submitted,

The Law Office Of
JASON B. LATTIMORE, ESQ. LLC

By s/ Jason B. Lattimore
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*Attorneys for Plaintiff
Interlink International Products, Inc.*

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury on all issues triable by jury.

Dated: February 29, 2016

Respectfully submitted,

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*Attorneys for Plaintiff
Interlink International Products, Inc.*

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned hereby certifies that, to the best of his knowledge, this matter is not the subject of any other action pending in any court, or any pending or contemplated arbitration or administrative proceeding.

Dated: February 29, 2016

Respectfully submitted,

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