

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

RESHARE COMMERCE, LLC,

Plaintiff,

V.

CLOSE TO MY HEART, INC,  
GOLD CANYON INTERNATIONAL, LLC,  
GREEN IRENE LLC,  
NATURE'S SUNSHINE PRODUCTS, INC,  
NIKKEN INC,  
RODAN & FIELDS, LLC,  
SCENTSY INC,  
SHURE PETS,  
STAMPIN' UP! INC,  
STANLEY HOME PRODUCTS INC,  
SYNTEC INC, and  
TUPPERWARE BRANDS, INC

Defendants.

Case No. \_\_\_\_\_

## JURY TRIAL DEMANDED

## COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Reshare Commerce, LLC (“Reshare”), for its complaint against Close to My Heart, Inc. (“CTMH”), Gold Canyon International, LLC (“Gold Canyon”), Green Irene LLC (“Green Irene”), Nature’s Sunshine Products, Inc (“Nature’s Sunshine”), Nikken Inc (“Nikken”), Rodan & Fields, LLC (“Rodan & Fields”), Scentsy Inc (“Scentsy”), Shure Pets, Stampin’ Up! Inc (“Stampin’ Up”), Stanley Home Products Inc (“Stanley”), Syntec, Inc (“Syntec”), and Tupperware Brands, Inc. (“Tupperware”) (collectively, “Defendants”), demands a jury trial and alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 271 *et seq.*, brought against Defendants for violation of those laws.

**PARTIES**

2. Plaintiff Reshare is a Minnesota corporation with its principal place of business at 5051 Highway 7, Minneapolis, MN, 55416.

3. Upon information and belief, Defendant CTMH is a Utah Corporation with its principal place of business at 1199 West 700 South, Pleasant Grove, UT, 84062.

4. Upon information and belief, Defendant Gold Canyon is an Arizona Limited Liability Corporation with its principal place of business at 6205 S. Arizona Ave., Chandler, AZ, 85248.

5. Upon information and belief, Defendant Green Irene is a New York Limited Liability Corporation with its principal place of business at 9 East 47th Street, 4th Floor, New York, NY, 10017.

6. Upon information and belief, Defendant Nature's Sunshine is a Utah corporation with its principal place of business at 75 E. 1700 South, Provo, UT, 84606.

7. Upon information and belief, Defendant Nikken is incorporated in California with its principal place of business at 52 Discovery Rd., Irvine, CA, 92618.

8. Upon information and belief, Defendant Rodan & Fields is a California Limited Liability Corporation and has its principal place of business at 111 Maiden Lane, Suite 400, San Francisco, CA, 94108.

9. Upon information and belief, Defendant Scentsy is incorporated in Idaho and has its principal place of business at 3698 E. Lanark, Meridian, ID, 83642.

10. Upon information and belief, Defendant Shure Pets is incorporated in Illinois and has its principal place of business at 1556 N. LaSalle St., Chicago, IL, 60610.

11. Upon information and belief, Defendant Stampin' Up is incorporated in Utah and has its principal place of business at 12907 S. 3600 W., Riverton, UT, 84065.

12. Upon information and belief, Defendant Stanley is incorporated in Delaware and has its principal place of business at 67 Hunt Street, Agawam, MA, 01001.

13. Upon information and belief, Defendant Syntec is incorporated in Wisconsin and has its principal place of business at 4941 Allison Parkway, Vacaville, CA, 95688.

14. Upon information and belief, Defendant Tupperware is incorporated in Delaware and has its principal place of business at 14901 South Orange Blossom Trail, Orlando, FL, 32837.

#### **JURISDICTION AND VENUE**

15. This action arises under the patent laws of the United States, Title 35 of the United States Code, § § 1, *et seq.*

16. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

17. Upon information and belief, CTMH has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to CTMH's products and/or services within this District.

18. Upon information and belief, Gold Canyon has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Gold Canyon's products and/or services within this District.

19. Upon information and belief, Green Irene has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Green Irene's products and/or services within this District.

20. Upon information and belief, Nature's Sunshine has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Nature's Sunshine's products and/or services within this District.

21. Upon information and belief, Nikken has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District

and has engaged and continues to engage in sales and other conduct with respect to Nikken's products and/or services within this District.

22. Upon information and belief, Rodan & Fields has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Rodan & Fields's products and/or services within this District.

23. Upon information and belief, Scentsy has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Scentsy's products and/or services within this District.

24. Upon information and belief, Shure Pets has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Shure Pet's products and/or services within this District.

25. Upon information and belief, Stampin' Up has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Stampin' Up's products and/or services within this District.

26. Upon information and belief, Stanley has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District

and has engaged and continues to engage in sales and other conduct with respect to Stanley's products and services within this District.

27. Upon information and belief, Syntec has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Syntec's products and services within this District.

28. Upon information and belief, Tupperware has contacts that are sufficiently continuous and systematic to constitute doing business within the State of Minnesota and within this District and has engaged and continues to engage in sales and other conduct with respect to Tupperware's products and services within this District.

29. Upon information and belief, this Court may exercise personal jurisdiction over each of the Defendants because each has at least minimum contacts with this forum as a result of business regularly conducted within the State of Minnesota and this District.

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

#### **FACTUAL BACKGROUND**

31. Reshare is a leading software and strategy company.

32. Reshare offers a complete range of consulting and development services along with its software solutions.

33. Reshare provides software and strategies to its customers that resolve channel conflict, guarantee complete brand control, and enhance relationships between all channel partners and end users.

34. On July 15, 2003, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,594,641 ("the '641 patent"), entitled "Computer Facilitated Product Selling System."

35. A true and correct copy of the '641 patent is attached as Exhibit A to this Complaint.

36. Reshare is the owner by assignment of all right, title, and interest in and to the '641 patent.

**CTMH**

37. CTMH is a provider of craft and hobby products.

38. CTMH offers its products for resale through authorized CTMH distributors (the "CTMH retailers").

39. CTMH offers its products for direct sale on its website (the "CTMH website") located at <http://www.closetomyheart.com>.

40. CTMH provides its customers with the option to purchase CTMH products directly from the CTMH website or through CTMH retailers.

41. When purchasing directly from the CTMH website, CTMH customers can search for CTMH retailers based on address information entered by the consumer.

42. When purchasing directly from the CTMH website, CTMH customers can select a CTMH retailer from a list of CTMH retailers generated from the address information entered by the consumer.

43. CTMH calculates an amount of compensation to be designated for receipt by a CTMH retailer for purchases made by its customers directly from the CTMH website.

44. CTMH compensates CTMH retailers for purchases made by its customers directly from the CTMH website.

45. CTMH retailers do not participate in the purchases made by customers directly from the CTMH website.

#### **Gold Canyon**

46. Gold Canyon is a manufacturer of candles, home accessories, and personal care items.

47. Gold Canyon offers its products for resale through authorized Gold Canyon demonstrators ("the Gold Canyon retailers").

48. Gold Canyon offers its products for direct sale on its website (the "Gold Canyon website") located at <http://goldcanyon.com>.



49. Gold Canyon provides its customers with the option to purchase Gold Canyon products directly from the Gold Canyon website or through Gold Canyon retailers.

50. When a customer goes to the Gold Canyon website to make a direct purchase, Gold Canyon allows its customers to search for a Gold Canyon retailer based on address information entered by the consumer.

51. After searching for a Gold Canyon retailer, the Gold Canyon website allows customers to select from a list of Gold Canyon retailers generated based on the address information entered by the consumer.

52. Gold Canyon calculates an amount of compensation to be designated for receipt by a Gold Canyon retailer for purchases made by its customers directly from the Gold Canyon website.

53. Gold Canyon compensates Gold Canyon retailers for purchases made by its customers directly from the Gold Canyon website.

54. Gold Canyon retailers do not participate in the purchases made by customers directly from the Gold Canyon website.

**Green Irene**

55. Green Irene is a distributor of home care and environmental products.

56. Green Irene offers the products it distributes for resale through authorized Green Irene consultants (the "Green Irene retailers").

57. Green Irene offers the products for direct sale on its website (the "Green Irene website") located at: <http://www.greenirene.com>.

58. Green Irene provides its customers with the option to purchase the Green Irene products directly from the Green Irene website or through Green Irene retailers.

59. When purchasing directly from the Green Irene website, Green Irene customers can search for Green Irene retailers based on address information entered by the consumer.

60. When purchasing directly from the Green Irene website, Green Irene customers can select a Green Irene retailer from a list of Green Irene retailers generated from the address information entered by the consumer.

61. Green Irene calculates an amount of compensation to be designated for receipt by a Green Irene retailer for purchases made by its customers directly from the Green Irene website.

62. Green Irene compensates Green Irene retailers for purchases made by its customers directly from the Green Irene website.

63. Green Irene retailers do not participate in the purchases made by customers directly from the Green Irene website.

#### **Nature's Sunshine**

64. Nature's Sunshine is a manufacturer of home improvement and construction goods and materials.

65. Nature's Sunshine offers its products for resale through authorized Nature's Sunshine sponsors (the "Nature's Sunshine retailers").

66. Nature's Sunshine offers its products for direct sale on its website (the "Nature's Sunshine website") located at: <http://www.naturessunshine.com>.

67. Nature's Sunshine provides its customers with the option to purchase the Nature's Sunshine products directly from the Nature's Sunshine website or through Nature's Sunshine retailers.

68. When purchasing directly from the Nature's Sunshine website, Nature's Sunshine customers can search for Nature's Sunshine retailers based on address information entered by the consumer.

69. When purchasing directly from the Nature's Sunshine website, Nature's Sunshine customers can select a Nature's Sunshine retailer from a list of Nature's Sunshine retailers generated from the address information entered by the consumer.

70. Nature's Sunshine calculates an amount of compensation to be designated for receipt by a Nature's Sunshine retailer for purchases made by its customers directly from the Nature's Sunshine website.

71. Nature's Sunshine compensates Nature's Sunshine retailers for purchases made by its customers directly from the Nature's Sunshine website.

72. Nature's Sunshine retailers do not participate in the purchases made by customers directly from the Nature's Sunshine website.

**Nikken**

73. Nikken is a manufacturer of personal care and wellness products.

74. Nikken offers its products for resale through authorized Nikken consultants (the "Nikken retailers").

75. Nikken offers its products for direct sale on its website (the "Nikken website") located at: <http://www.nikken.com>.

76. Nikken provides its customers with the option to purchase the Nikken products directly from the Nikken website or through Nikken retailers.

77. When purchasing directly from the Nikken website, Nikken customers can search for Nikken retailers based on address information entered by the consumer.

78. When purchasing directly from the Nikken website, Nikken customers can select a Nikken retailer from a list of Nikken retailers generated from the address information entered by the consumer.

79. Nikken calculates an amount of compensation to be designated for receipt by a Nikken retailer for purchases made by its customers directly from the Nikken website.

80. Nikken compensates Nikken retailers for purchases made by its customers directly from the Nikken website.

81. Nikken retailers do not participate in the purchases made by customers directly from the Nikken website.

**Rodan & Fields**

82. Rodan and Fields is a manufacturer of personal care and cosmetic products.

83. Rodan & Fields offers its products for resale through authorized Rodan & Fields consultants (the "Rodan & Fields retailers").

84. Rodan & Fields offers its products for direct sale on its website (the "Rodan & Fields website") located at: <http://www.rodanandfields.com>.

85. Rodan & Fields provides its customers with the option to purchase the Rodan & Fields products directly from the Rodan & Fields website or through Rodan & Fields retailers.

86. When purchasing directly from the Rodan & Fields website, Rodan & Fields customers can search for Rodan & Fields retailers based on address information entered by the consumer.

87. When purchasing directly from the Rodan & Fields website, Rodan & Fields customers can select a Rodan & Fields retailer from a list of Rodan & Fields retailers generated from the address information entered by the consumer.

88. Rodan & Fields calculates an amount of compensation to be designated for receipt by a Rodan & Fields retailer for purchases made by its customers directly from the Rodan & Fields website.

89. Rodan & Fields compensates Rodan & Fields retailers for purchases made by its customers directly from the Rodan & Fields website.

90. Rodan & Fields retailers do not participate in the purchases made by customers directly from the Rodan & Fields website.

**Scentsy**

91. Scentsy is a manufacturer of candle and home fragrance products.

92. Scentsy offers its products for resale through authorized Scentsy consultants (the "Scentsy retailers").

93. Scentsy offers its products for direct sale on its website (the "Scentsy website") located at: <http://www.scentsy.com>.

94. Scentsy provides its customers with the option to purchase the Scentsy products directly from the Scentsy website or through Scentsy retailers.

95. When purchasing directly from the Scentsy website, Scentsy customers can search for Scentsy retailers based on address information entered by the consumer.

96. When purchasing directly from the Scentsy website, Scentsy customers can select a Scentsy retailer from a list of Scentsy retailers generated from the address information entered by the consumer.

97. Scentsy calculates an amount of compensation to be designated for receipt by a Scentsy retailer for purchases made by its customers directly from the Scentsy website.

98. Scentsy compensates Scentsy retailers for purchases made by its customers directly from the Scentsy website.

99. Scentsy retailers do not participate in the purchases made by customers directly from the Scentsy website.

**Shure Pets**

100. Shure Pets is a distributor of pet products and supplies.

101. Shure Pets offers the products it distributes for resale through authorized Shure Pets consultants (the "Shure Pets retailers").

102. Shure Pets offers the products for direct sale on its website (the "Shure Pets website") located at: <http://www.shurepets.com>.

103. Shure Pets provides its customers with the option to purchase the products Shure Pets distributes directly from the Shure Pets website or through Shure Pets retailers.

104. When purchasing directly from the Shure Pets website, Shure Pets customers can search for Shure Pets retailers based on address information entered by the consumer.

105. When purchasing directly from the Shure Pets website, Shure Pets customers can select a Shure Pets retailer from a list of Shure Pets retailers generated from the address information entered by the consumer.

106. Shure Pets calculates an amount of compensation to be designated for receipt by a Shure Pets retailer for purchases made by its customers directly from the Shure Pets website.

107. Shure Pets compensates Shure Pets retailers for purchases made by its customers directly from the Shure Pets website.

108. Shure Pets retailers do not participate in the purchases made by customers directly from the Shure Pets website.

**Stampin' Up**

109. Stampin' Up is a distributor of card making and craft materials and products.

110. Stampin' Up offers the products it distributes for resale through authorized Stampin' Up demonstrators (the "Stampin' Up retailers").

111. Stampin' Up offers the products for direct sale on its website (the "Stampin' Up website") located at: <http://www.stampinup.com>.

112. Stampin' Up provides its customers with the option to purchase the products Stampin' Up distributes directly from the Stampin' Up website or through Stampin' Up retailers.

113. When purchasing directly from the Stampin' Up website, Stampin' Up customers can search for Stampin' Up retailers based on address information entered by the consumer.

114. When purchasing directly from the Stampin' Up website, Stampin' Up customers can select a Stampin' Up retailer from a list of Stampin' Up retailers generated from the address information entered by the consumer.

115. Stampin' Up calculates an amount of compensation to be designated for receipt by Stampin' Up retailers for purchases made by its customers directly from the Stampin' Up website.



116. Stampin' Up compensates Stampin' Up retailers for purchases made by its customers directly from the Stampin' Up website.

117. Stampin' Up retailers do not participate in the purchases made by customers directly from the Stampin' Up website.

**Stanley**

118. Stanley is a distributor of home care and personal care products.

119. Stanley offers the products it distributes for resale through authorized Stanley representatives (the "Stanley retailers").

120. Stanley offers the products for direct sale on its website (the "Stanley website") located at: <http://www.shponline.com>.

121. Stanley provides its customers with the option to purchase the products Stanley distributes directly from the Stanley website or through Stanley retailers.

122. When purchasing directly from the Stanley website, Stanley customers can search for Stanley retailers based on address information entered by the consumer.

123. When purchasing directly from the Stanley website, Stanley customers can select a Stanley retailer from a list of Stanley retailers generated from the address information entered by the consumer.

124. Stanley calculates an amount of compensation to be designated for receipt by a Stanley retailer for purchases made by its customers directly from the Stanley website.

125. Stanley compensates Stanley retailers for purchases made by its customers directly from the Stanley website.

126. Stanley retailers do not participate in the purchases made by customers directly from the Stanley website.

**Syntec**

127. Syntec is a manufacturer of health and nutrition products.

128. Syntec offers its products for resale through authorized Syntec distributors (the "Syntec retailers").

129. Syntec offers its products for direct sale on its website (the "Syntec website") located at: <http://www.syntecworld.com>.

130. Syntec provides its customers with the option to purchase the Syntec products directly from the Syntec website or through Syntec retailers.

131. When purchasing directly from the Syntec website, Syntec customers can search for Syntec retailers based on address information entered by the consumer.

132. When purchasing directly from the Syntec website, Syntec customers can select a Syntec retailer from a list of Syntec retailers generated from the address information entered by the consumer.

133. Syntec calculates an amount of compensation to be designated for receipt by a Syntec retailer for purchases made by its customers directly from the Syntec website.

134. Syntec compensates Syntec retailers for purchases made by its customers directly from the Syntec website.

135. Syntec retailers do not participate in the purchases made by customers directly from the Syntec website.

**Tupperware**

136. Tupperware is a manufacturer and distributor of home products.

137. Tupperware offers its products for resale through authorized Tupperware consultants (the "Tupperware retailers").

138. Tupperware offers its products for direct sale on its website (the "Tupperware website") located at: <http://www.tupperware.com>.

139. Tupperware provides its customers with the option to purchase the Tupperware products directly from the Tupperware website or through Tupperware retailers.

140. When purchasing directly from the Tupperware website, Tupperware customers can search for Tupperware retailers based on address information entered by the consumer.

141. When purchasing directly from the Tupperware website, Tupperware customers can select a Tupperware retailer from a list of Tupperware retailers generated from the address information entered by the consumer.

142. Tupperware calculates an amount of compensation to be designated for receipt by a Tupperware retailer for purchases made by its customers directly from the Tupperware website.

143. Tupperware compensates Tupperware retailers for purchases made by its customers directly from the Tupperware website.

144. Tupperware retailers do not participate in the purchases made by customers directly from the Tupperware website.

**COUNT I**  
**(INFRINGEMENT OF U.S. PATENT NO. 6,594,641)**  
**(ALL DEFENDANTS)**

145. Reshare realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 144.

146. The Defendants have been, and/or continue to be, literally or equivalently infringing the '641 patent, directly and/or indirectly, by making, using, marketing, selling, offering to sell, licensing and/or supporting systems, websites, products and/or services covered by one or more claims of the '641 patent.

147. Reshare has been damaged by the Defendants' infringement, and will continue to suffer damage and irreparable injury until the infringement is enjoined by this Court.

148. Reshare is entitled to injunctive relief and damages in accordance with 35 U.S.C. §§ 271, 281, 283, 284, and 287.

**JURY DEMAND**

149. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Reshare hereby respectfully requests a jury trial on all issues and claims so triable.

**PRAYER FOR RELIEF**

**WHEREFORE**, Reshare prays for judgment as follows:

A. That the Defendants have infringed, contributorily infringed and/or actively induced others to infringe the '641 patent;

B. That, in accordance with 35 U.S.C. § 283, the Defendants, and all affiliates, employees, agents, officers, directors, attorneys, successors and assigns, and all those acting on behalf of or in active concert or participation with any of them, be enjoined from infringing, contributorily infringing and/or inducing others to infringe the '641 patent;

C. That Reshare be awarded damages sufficient to compensate it for the Defendants' infringement of the '641 patent;

D. That Reshare be awarded pre-judgment and post-judgment interest; and

E. That Reshare be awarded such other and further relief as this Court deems just and proper.

Dated: April 30, 2010

Respectfully Submitted,

By: /S/ Sharna A. Wahlgren

Alan M. Anderson (149500)  
Sharna A. Wahlgren (241581)  
BRIGGS AND MORGAN, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157  
aanderson@briggs.com  
swahlgren@briggs.com  
Telephone: (612) 977-8400  
Facsimile: (612) 977-8650

---

Russell E. Levine, P.C.  
Garret A. Leach  
William Cory Spence  
KIRKLAND & ELLIS LLP  
300 North LaSalle Street  
Chicago, IL 60654  
russell.levine@kirkland.com  
garret.leach@kirkland.com  
cory.spence@kirkland.com  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

---

*Counsel for Plaintiff Reshare Commerce, LLC*