

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**SIMNIC VENTURES LLC**

*Plaintiff,*

v.

**GLOBAL GRIND LLC**

*Defendant.*

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**Civ. Action No.**

**JURY DEMANDED**

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff SimNic Ventures LLC (“SimNic” or “Plaintiff”) files this complaint for patent infringement against Global Grind LLC (“Global Grind” or “Defendant”) and states as follows:

**NATURE OF ACTION**

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

**THE PARTIES**

2. Plaintiff SimNic Ventures LLC is a Limited Liability Company organized under the laws of Florida with its principal place of business at 7620 Wood Violet Lane, Gibsonton, Florida 33534.

3. Defendant Global Grind LLC is a New Jersey Limited Liability Company with its principal place of business at 1951 Old Cuthbert Road, Cherry Hill, New Jersey 08034. Defendant may be served by serving its registered agent, Alister McKenzie, at 1951 Old Cuthbert Road, Cherry Hill, New Jersey 08034.

**JURISDICTION AND VENUE**

4. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. Jurisdiction as to these claims is conferred on this Court by 35 U.S.C. §§1331 and 1338(a).

5. Global Grind owns, operates and conducts business through its website [www.perfectress.us](http://www.perfectress.us) in this judicial district and throughout the United States.

6. Venue is proper within this District under 28 U.S.C. §§1391 and 1400(b). On information and belief, Global Grind has committed acts of infringement in this District, has purposely transacted business in this District, has advertised and solicited business in this District, has committed acts of infringement in this District, and has established minimum contacts within this District.

7. This Court has personal jurisdiction over Global Grind because, on information and belief, Global Grind has conducted and does conduct business within this District, has committed acts of infringement in this District, and continues to commit acts of infringement in this District. On information and belief, Global Grind sells infringing products into this District. On information and belief, Global Grind has induced residents within this District to commit acts of infringement in this District.

**INFRINGEMENT OF UNITED STATES PATENT NO. 6,135,122**

8. SimNic incorporates by reference paragraphs 1-7 as if fully set forth herein.

9. On October 24, 2000, United States Patent No. 6,135,122 (“the ‘122 patent”) entitled “Self Adhesive Hair Weft Extension and Method of Securing Same” was duly and legally issued after full and fair examination. SimNic is the owner of all right, title, and interest in and to the ‘122 patent by assignment, with full right to bring suit to

enforce the patent, including the right to recover for past infringement damages and the right to recover future royalties, damages, and income. The '122 patent is attached hereto as Exhibit A.

10. The '122 patent is valid and enforceable.

11. Upon information and belief, Global Grind has infringed and continues to infringe (literally and/or under the doctrine of equivalents) one or more claims of the '122 patent in this judicial district and elsewhere in the United States, by making, using, importing, selling, and offering for sale hair extension products including, for example and without limitation, Global Grind's PerfecTress Tape Weft Extensions Tape-In Hair Extensions.

12. Global Grind has been at no time, either expressly or impliedly, licensed under the '122 patent.

13. Global Grind's acts of infringement have caused damage to SimNic. SimNic is entitled to recover from Global Grind the damages sustained by SimNic as a result of the wrongful acts of Global Grind in an amount subject to proof at trial.

14. To the extent required by law, SimNic has complied with the provisions of 35 U.S.C. § 287.

15. On May 12, 2016, Global Grind received notice from SimNic alerting Global Grind of the '122 patent. SimNic's notice to Global Grind included reference to the "PerfecTress Tape Weft Extensions." The "PerfecTress Tape Weft Extensions" are a subject of this complaint.

16. Upon information and belief, since at least the above-mentioned date when SimNic formally placed Global Grind on notice of its infringement, Global Grind has

willfully infringed under U.S.C. § 271(a). Upon information and belief, Global Grind deliberately infringed the '122 patent and acted recklessly and in disregard to the '122 patent by making, using, operating, marketing, offering for sale, and selling hair extension products that infringe the '122 patent. Upon information and belief, the risks of infringement were known to Global Grind and/or were so obvious under the circumstances that the infringement risks should have been known. Upon information and belief, Global Grind has willfully infringed and/or continues to willfully infringe the '122 patent since at least the above-mentioned date when SimNic formally placed Global Grind on notice of its infringement.

17. Upon information and belief, since at least the above-mentioned date when SimNic formally placed Global Grind on notice of its infringement, Global Grind has actively induced, under U.S.C. § 271(b), third-party distributors, importers, salons, and/or consumers that purchase or sell hair extension products that include all of the limitations of one or more claims of the '122 patent to directly infringe one or more claims of the '122 patent. Since at least the notice provided on the above-mentioned date, Global Grind does so with knowledge, or with willful blindness of the fact, that the induced acts constitute infringement of the '122 patent. Upon information and belief, Global Grind intends to cause, and has taken affirmative steps to induce, infringement by these third-party manufacturers, distributors, importers, and/or consumers by, *inter alia*, creating advertisements that promote the infringing use of hair extension products, creating established distribution channels for these products into and within the United States, purchasing these products, manufacturing these products in conformity with U.S. laws and regulations, distributing or making available instructions or manuals for these products to

purchasers and prospective buyers, and/or providing technical support, replacement parts, or services for these products to these purchasers in the United States..

**DEMAND FOR JURY TRIAL**

SimNic hereby demands a jury for all issues so triable.

**PRAYER**

WHEREFORE, SimNic respectfully requests that the Court:

1. Enter judgment that Global Grind has infringed the ‘122 patent;
2. Award SimNic compensatory damages for Global Grind’s infringement of the ‘122 patent, together with enhanced damages, costs, and pre-and post-judgment interest;
3. SimNic be awarded enhanced damages for willful infringement as permitted under the law;
4. Find that this case is exceptional and award to SimNic its reasonable attorneys’ fees and costs as provided under 35 U.S.C. § 285; and
5. Award any other relief deemed just and equitable.

Respectfully submitted,

*/s/ Mark Warzecha*

Mark Warzecha

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**ATTORNEYS FOR PLAINTIFF**

**SIMNIC VENTURES LLC**