

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

DALLAS DIVISION

LakeSouth Holdings, LLC,

Plaintiff,

v.

**Kohl’s Department Stores, Inc.,
Kohl’s Illinois, Inc., and
Home Depot U.S.A., Inc.,**

Defendants.

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Civil Action No. 3:16-CV-1024

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

COMES NOW Plaintiff LakeSouth Holdings, LLC and files this First Amended Complaint for patent infringement against Kohl’s Department Stores, Inc., Kohl’s Illinois, Inc., and Home Depot U.S.A., Inc., and alleges as follows:

NATURE OF THE SUIT

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 **LakeSouth Holdings, LLC** (“**Plaintiff**” or “**LakeSouth**”) is a Delaware limited liability company with its principal place of business located at P.O. Box 93883, Southlake, Texas 76092, which is in the Northern District of Texas.

3. Defendant **Kohl’s Department Stores, Inc.** (“**Kohl’s Department Stores**”) is a Delaware corporation with its principal place of business at N56 W 17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051. Kohl’s Department Stores is registered to do business in

Texas and may be served via its registered agent, Corporate Creations Network Inc., 4650 W. Spencer St., Appleton, WI 54914. Among Kohl's Department Stores' business activities includes managing marketing and e-commerce operations for "Kohl's"-branded stores and websites. Kohl's Department Stores is the corporate parent of Kohl's Illinois, Inc.

4. Defendant **Kohl's Illinois, Inc. ("Kohl's Illinois")** is a Nevada corporation with its principal place of business at 4340 Fox Valley Center Drive, Aurora, Illinois 60504. Kohl's Illinois is registered to do business in Texas and may be served via its registered agent, Corporate Creations Network, Inc., 4265 San Felipe, #1100, Houston, TX 77027. Kohl's Illinois is a wholly-owned subsidiary of Kohl's Department Stores, Inc.

5. Unless otherwise noted, Defendants KDS and KI are hereinafter collectively referred to as the "Kohl's **Defendants**" or "**Kohl's**" in this complaint.

6. Defendant **Home Depot U.S.A., Inc. ("Home Depot")** is a Delaware corporation with its principal place of business at 2455 Paces Ferry Road SE, Atlanta, Georgia 30339-4024. Home Depot is registered to do business in Texas and may be served via its registered agent, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

7. Unless otherwise noted, the Kohl's Defendants and Home Depot are hereinafter collectively referred to as "Defendants" and each individually as a "Defendant."

JURISDICTION AND VENUE

8. This action arises under the patent laws of the United States, 35 U.S.C. § 101, *et seq.* This Court's jurisdiction over this action is proper under the above statutes, including 35 U.S.C. § 271, *et seq.*, 28 U.S.C. § 1331 (federal question jurisdiction), and § 1338 (jurisdiction over patent actions).

9. Upon information and belief, Kohl's, directly and/or through subsidiaries, agents, representatives, or intermediaries, has transacted business in this District and has committed and continues to commit and/or induce acts of patent infringement in this District. Thus, venue is proper in this district as to Kohl's under 28 U.S.C. §§ 1391(c) and 1400(b).

10. Upon information and belief, Home Depot, directly and/or through subsidiaries or intermediaries, has transacted business in this district and has committed and continues to commit and/or induce acts of patent infringement in this District. Thus, venue is proper in this district as to Home Depot under 28 U.S.C. §§ 1391(c) and 1400(b).

11. Upon information and belief, Kohl's has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream of commerce with the expectation that they will be purchased by consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district. Thus, Kohl's is subject to this Court's specific and general personal jurisdiction pursuant to due process and the Texas Long Arm Statute. Venue is proper in the Northern District of Texas as to Kohl's pursuant to 28 U.S.C. §1391 and 28 U.S.C. § 1400(b).

12. Upon information and belief, Home Depot has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries or intermediaries, such substantial business including but not limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream

of commerce with the expectation that they will be purchased by consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Texas and in this judicial district. Thus, Home Depot is subject to this Court's specific and general personal jurisdiction pursuant to due process and the Texas Long Arm Statute. Venue is proper in the Northern District of Texas as to Home Depot pursuant to 28 U.S.C. §1391 and 28 U.S.C. § 1400(b).

13. Joinder of Kohl's and Home Depot in his action is appropriate under 35 U.S.C. § 299(a). As a non-limiting example, upon information and belief, at least one of the Accused Kohl's Umbrellas (e.g., "Sonoma Goods for Life Cantilever LED Solar Umbrella") and at least one of the Accused Home Depot Umbrellas (e.g., "Hampton Bay E/O 11 ft. Solar Umbrella" (Item #948-958, Model #UXS01601C) are supplied to Kohl's and Home Depot by Yotrio Corporation and are identical or substantially identical with respect to the features and functions relevant to this Action.

THE PATENTS AT ISSUE

14. Mr. Gregory G. Kuelbs is a Texas resident and a prolific inventor. Mr. Kuelbs is a named inventor on more than 40 patents. Mr. Kuelbs lives in Westlake, Texas, which is in the Northern District of Texas.

15. This cause of action asserts infringement of United States Patent No. 6,612,713 ("the '713 Patent") and United States Patent No. 8,794,781 ("the '781 Patent") (collectively, "the Asserted Patents").

16. The '781 Patent, entitled "Umbrella Apparatus," duly and legally issued on August 5, 2014, from U.S. Patent Application No. 10/650,537, filed on August 28, 2003, naming

as inventor Mr. Kuelbs. A true and correct copy of the '781 Patent is attached hereto as **Exhibit A** and is incorporated by reference.

17. The '713 Patent, entitled "Umbrella Apparatus," duly and legally issued on September 2, 2003, from U.S. Application No. 10/068,424, filed on February 7, 2002, naming as inventor Mr. Kuelbs. After an *inter partes* reexamination proceeding, the U.S. Patent and Trademark Office issued a reexamination certificate on September 23, 2013. A true and correct copy of the '713 Patent is attached hereto as **Exhibit B** and is incorporated by reference. A true and correct copy of the reexamination certificate is attached as **Exhibit C** and is incorporated by reference.

18. Kohl's has not obtained a license to the Asserted Patents.

19. Kohl's does not have LakeSouth's permission to make, use, sell, offer to sell, or import products that are covered by one or more claims of the Asserted Patents.

20. Home Depot has not obtained a license to the Asserted Patents as to the Accused Home Depot Umbrellas.

21. Home Depot does not have LakeSouth's permission to make, use, sell, offer to sell, or import the Accused Home Depot Umbrellas, which are covered by one or more claims of the Asserted Patents.

22. Multiple companies, in and outside the context of litigation, have obtained patent licenses to the '713 Patent and '781 Patent. The licensees have supplied and/or are supplying solar-powered outdoor and patio umbrellas, licensed under the Asserted Patents, to major retailers such as Target.com, Wal-Mart, Sears, Bed Bath & Beyond, Lowe's, and Tuesday Morning. One of LakeSouth's licensees, Zhejiang Nengfu Tourist Products Co., Ltd. ("Zhejiang Nengfu"), supplies certain solar-powered market umbrellas, which are licensed and not accused

of infringement in this Action, to Home Depot. Nevertheless, Home Depot continues to sell and offer for sale various infringing solar-powered offset umbrellas that it has obtained from unlicensed suppliers such as Yotrio Corporation.

23. Kohl's needs to obtain a license to the Asserted Patents and cease its ongoing infringement of LakeSouth's patent rights.

24. Home Depot needs to obtain a license to the Asserted Patents as to the Accused Home Depot Umbrellas and cease its ongoing infringement of LakeSouth's patent rights.

25. The '713 Patent has been recently litigated in the Northern District of Texas. On August 10, 2015 in the *LakeSouth Holdings, LLC v. Ace Evert, Inc., et al.*, No. 3:14-cv-1348 (N.D. Texas) case, the Court issued a claim construction order construing various claims terms of the '713 Patent. A true and correct copy of the claim construction order (Dkt No. 95) is attached hereto as **Exhibit D**.

26. Plaintiff LakeSouth is the owner and assignee of all rights, title, and interest in and under the '713 Patent and '781 Patent.

27. LakeSouth has standing to sue for infringement of the '713 Patent and the '781 Patent.

28. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, LakeSouth and all predecessors in interest to the '713 Patent and '781 Patent complied with any such requirements.

GENERAL ALLEGATIONS

Kohl's

29. Upon information and belief, Kohl's purchases various patio and outdoor solar-powered umbrellas that it uses, offers to sell, sells, distributes, and/or imports in the United

States. Among these solar-powered umbrellas are umbrellas marketed under the “Sonoma” brand name. “Sonoma” is a Kohl’s brand.

30. Kohl’s uses, has used, offers to sell, has offered to sell, sells, has sold, imports, and/or has imported solar-powered umbrellas that include lights and a solar panel. These umbrellas infringe one or more claims of the Asserted Patents and include without limitation the **“Sonoma Goods for Life Cantilever LED Solar Umbrella,” “Sonoma Outdoors Crank & Tilt Solar LED Patio Umbrella,”** and any and all, current and prior, reasonably similar solar-powered umbrellas having the same or equivalent functions and features to the extent relevant to the claims of the Asserted Patents (“the Accused Kohl’s Umbrellas”). Upon information and belief, Kohl’s obtains some or perhaps all of the Accused Kohl’s Umbrellas from Yotrio Corporation, which has not licensed the Asserted Patents and which also supplies some or all of the Accused Home Depot Umbrellas to Home Depot.

31. The Accused Kohl’s Umbrellas are and have been sold, offered for sale, and/or marketed by Kohl’s through its website at www.kohls.com, the Kohl’s mobile application for phone and tablet devices, and/or Kohl’s retail stores, including stores in the Northern District of Texas.

32. Among the Accused Kohl’s Umbrellas that Kohl’s uses, offers for sale, sells, and/or imports are, without limitation, the **“Sonoma Goods for Life Cantilever LED Solar Umbrella”** (including any and all, current and prior, reasonably similar solar-powered umbrellas having the same or equivalent functions and features and/or that are or were named or identified as “Sonoma Outdoors 10.5 ft. Offset Umbrella,” “Sonoma Outdoors Crank and Tilt Cantilever Umbrella,” “Sonoma Outdoors Cantilever Umbrella,” “Solar Offset Umbrella”); SKU #61024125, SKU #94737312, SKU #91394591, SKU #93336538, Item UPC No.

400947373128, Style #YJAF-016-SL, #YJAF-016-SLE, #YJAF-016-SL-BN, YJAF-016-SL-BNE, YJAF-016-SL-RD-14E). Upon information and belief, this umbrella is supplied by Yotrio Corporation. This umbrella is pictured and described on Kohl's online store as shown in Figures 1, 2, and 3 which follow:

KOHL'S Search Good Afternoon! SIGN IN LISTS REGISTRIES 0 SHOPPING BAG \$0.00 CHECK OUT

Today's Deals For the Home Bed & Bath Furniture Women Men Juniors Kids Baby Shoes Jewelry & Watches Sports Fan Toys Clearance

< BACK

SONOMA Goods for Life™ Cantilever LED Solar Umbrella

SALE
\$349.99
Original \$699.99

Shipping Surcharge \$30.00

★★★★★ 5 [1 Review](#) [Write a review](#)
[12 Questions & 4 Answers](#) [Ask a question](#)

Quantity:

Available to ship

PRODUCT DETAILS

Give gatherings more glow with this SONOMA Goods for Life LED Solar Powered Cantilever umbrella.

Gift Givers: This item ships in its original packaging. If intended as a gift, the packaging may reveal the contents.

PRODUCT FEATURES

- Crank and tilt system
- Fade-resistant olefin construction
- Adjustable full-circle design
- Battery-recharging panel

PRODUCT DETAILS

- 12'H x 10'W x 10'D
- Umbrella stand included
- Umbrella: olefin
- Stand & frame: steel
- Assembly required
- Manufacturer's 1-year limited warranty

Promotional offers available online at Kohls.com may differ from those offered in Kohl's stores.

[VIEW LARGER](#)

[Pin it](#)

CUSTOMERS ALSO VIEWED

CUSTOMERS ALSO VIEWED

Figure 1 – “Sonoma Goods for Life Cantilever LED Solar Umbrella” at <http://www.kohls.com/product/prd-2322690/sonoma-outdoors-cantilever-led-solar-umbrella.jsp> (accessed 4/2/16)

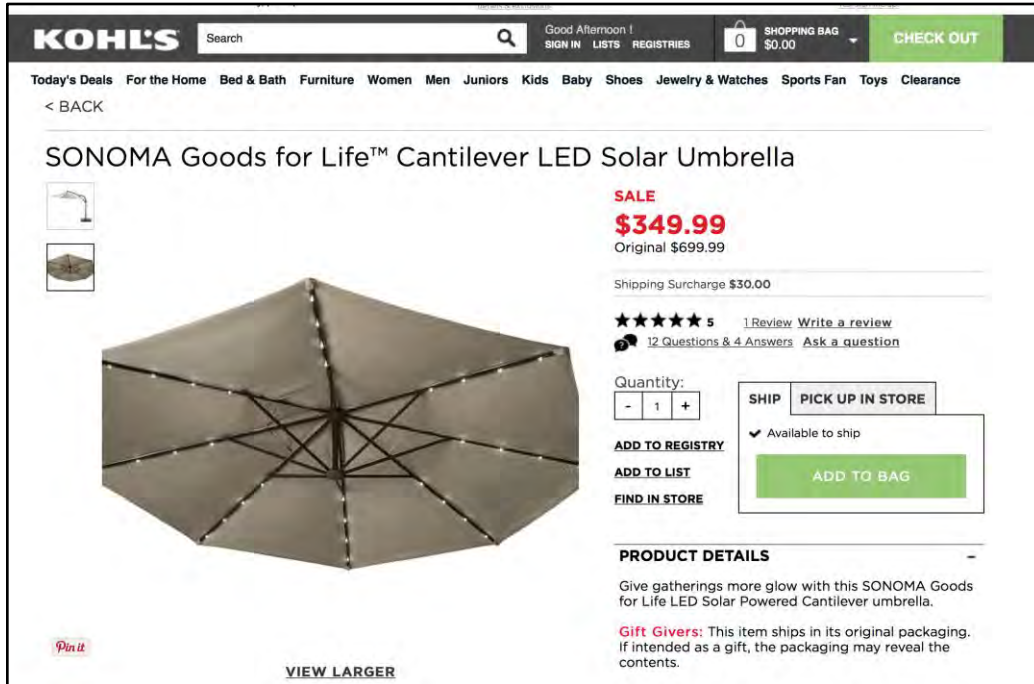


Figure 2 – “Sonoma Goods for Life Cantilever LED Solar Umbrella” at <http://www.kohls.com/product/prd-2322690/sonoma-outdoors-cantilever-led-solar-umbrella.jsp> (accessed 4/2/16)



Figure 3 – “Sonoma Goods for Life Cantilever LED Solar Umbrella” at Kohl’s iPhone app (accessed 4/4/16)

33. The “**Sonoma Goods for Life Cantilever LED Solar Umbrella**” consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, umbrella base, solar rechargeable power unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. An umbrella canopy that has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.
- b. An umbrella pole that is connected to the umbrella base. The umbrella base is a support structure for the umbrella pole.
- c. A crank system that comprises a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
- d. A solar rechargeable power unit (also referred to as a “Solar Energy Receiver”) that collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella’s lighting system. The power unit has a discus-shaped housing with a rounded top. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a

solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a plug hole whereby, when an electrical plug is inserted, power is transmitted from the power unit to the LED lights in the lighting system.

- e. A lighting system with 32 LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

34. Among the Accused Kohl's Umbrellas that Kohl's uses, offers for sale, sells, and/or imports are, without limitation, the **"Sonoma Outdoors Crank & Tilt Solar LED Patio Umbrella"** (including any and all, current and prior, reasonably similar solar-powered umbrellas having the same or equivalent functions and features and/or that are or were named or identified as "SKU #93352333, Item UPC No. 400933523339, Style No. TJAUL-009P12-FGE/FGE/RDE/CSE). This umbrella is described in Figure 4 which follows:

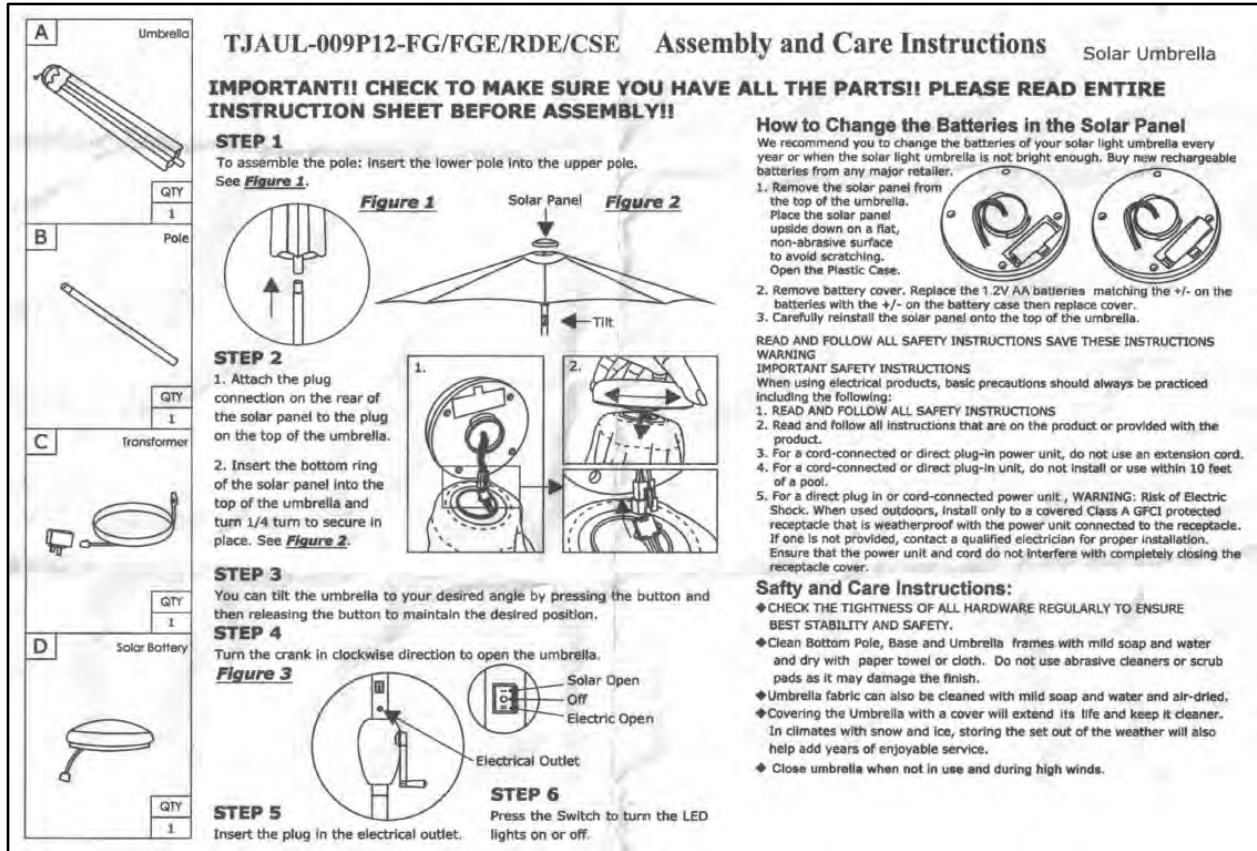


Figure 4 – “Sonoma Outdoors Crank & Tilt Solar LED Patio Umbrella”

35. The “Sonoma Outdoors Crank & Tilt Solar LED Patio Umbrella” consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, solar rechargeable power unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. An umbrella canopy that has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.

- b. An umbrella pole that is intended to be used with a base support that acts a support structure for the pole, including but not limited to a table, the ground, or other support structure adapted to receive the pole.
- c. A crank system that comprises a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
- d. A solar rechargeable power unit that collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella's lighting system. The power unit has a disc-shaped housing. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a power wire jack whereby, when a power wire is inserted, power is transmitted from the power unit to the LED lights mounted on the rib members.

e. A lighting system with multiple LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light that is mounted on a rib member has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

36. Further discovery may reveal additional infringing products and/or models.

37. Upon information and belief, the Accused Kohl's Umbrellas are offered for sale and sold within the Northern District of Texas.

38. Kohl's has infringed and continues to infringe (literally and/or under the doctrine of equivalents), directly, indirectly, and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of the Asserted Patents including at least Claim 2 of the '713 Patent and Claim 1 of the '781 Patent by using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States the Accused Kohl's Umbrellas.

39. Kohl's customers have infringed and continue to infringe the '713 Patent and the '781 Patent by using the Accused Kohl's Umbrellas purchased from Kohl's. Through its retail stores, online store, phone and tablet applications, product manuals, and/or sales and marketing activities, Kohl's solicits, instructs, encourages, and aids and abets its customers to purchase and use the Accused Kohl's Umbrellas, including to use the Accused Kohl's Umbrellas with a base support.

40. Kohl's customers infringe the '713 Patent by using certain Accused Kohl's Umbrellas (those that are not supplied with a base support) in combination with a base support

including but not limited to an umbrella base, table, or the ground to support positioning the Accused Kohl's Umbrellas in an upright position. The Accused Kohl's Umbrellas constitute a material part of the combination, and Kohl's has known and still knows its Accused Umbrellas are especially designed, made and/or adapted for use in a way that infringes one or more claims of the '713 Patent.

41. Further, the Accused Kohl's Umbrellas are not staple articles or commodities of commerce suitable for substantial noninfringing uses. For example, the Accused Kohl's Umbrellas are umbrellas, designed to be used as umbrellas, and have no substantial noninfringing use as something other than an umbrella. Kohl's has not advertised, marketed, promoted, or represented the Accused Kohl's Umbrellas as having any use other than as umbrellas.

42. On information and belief, Kohl's actions have been with specific intent to cause infringement or Kohl's has been willfully blind to the resulting infringement because Kohl's has had actual knowledge of the '713 Patent and/or the '781 Patent and knowledge that its acts were inducing infringement of the Asserted Patents since before the filing of this action.

43. Kohl's direct and indirect infringement of the '713 Patent and the '781 Patent has been willful.

44. On information and belief, Kohl's has known about World Factory, Inc. ("World Factory"), the original assignee and now a non-exclusive licensee of the Asserted Patents, since late February 2014.

45. In a letter dated February 21, 2014, with a subject line titled "Solar Powered Umbrellas," World Factory, through its attorney Max Ciccarelli, informed Kohl's about several patents, including the '713 Patent.

46. The February 21, 2014 letter was addressed to Kevin Mansell, who was and is Chairman, President, and Chief Executive Officer of Kohl's Corp. and Kohl's Department Stores, Inc.

47. The February 21, 2014 letter enclosed a copy of the Reexamination Certificate for U.S. Patent No. 6,612,713.

48. Kohl's received World Factory's February 21, 2014 letter.

49. Kohl's received World Factory's February 21, 2014 letter via Federal Express.

50. Kohl's received World Factory's February 21, 2014 letter no later than March 1, 2014.

51. Before the filing of this action, Kohl's had knowledge of the contents of World Factory's February 21, 2014 letter.

52. Kohl's has known about World Factory since the date that it received World Factory's February 21, 2014 letter.

53. Mr. Mansell received World Factory's February 21, 2014 letter.

54. Mr. Mansell read World Factory's February 21, 2014 letter.

55. Before the filing of this action, Mr. Mansell had knowledge of the contents of World Factory's February 21, 2014 letter.

56. Mr. Mansell received World Factory's February 21, 2014 letter no later than March 1, 2014.

57. Kohl's has known about the '713 Patent since the date that it received World Factory's February 21, 2014 letter.

58. Mr. Mansell has known about the '713 Patent since the date that he received World Factory's February 21, 2014 letter.

59. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that the U.S. Patent Office issued a Reexamination Certificate for U.S. Patent 6,612,713 on September 23, 2013.

60. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that World Factory's patent portfolio provided broad and strong protection in the field of solar powered umbrellas and that there were additional pending applications.

61. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that World Factory was manufacturing solar lighted umbrellas for retailers in the United States.

62. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that World Factory was interested in partnering with select manufacturers, importers, and retailers either by providing complete solar powered umbrellas or by selectively licensing its technology.

63. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that if Kohl's was interested in purchasing solar powered umbrellas from World Factory, then Kohl's should contact John S. Kuelbs at World Factory. Mr. Kuelbs' contact information was provided in the letter.

64. In the February 21, 2014 letter, World Factory informed Kohl's and Mr. Mansell that if Kohl's was interested in licensing the World Factory patent portfolio, then Kohl's should contact World Factory's attorney and author of the letter, Max Ciccarelli. Mr. Ciccarelli's contact information was provided in the letter.

65. After receiving the February 21, 2014 letter from World Factory, after learning of the '713 Patent, after receiving a copy of the Reexamination Certificate for the '713 Patent, after learning that World Factory was manufacturing solar lighted umbrellas, after learning that World

Factory was willing to discuss selling solar powered umbrellas to Kohl's, and after learning that World Factory was willing to discuss licensing to Kohl's the World Factory patent portfolio, which included the '713 Patent, Kohl's used, sold, offered to sell, and/or imported the Accused Kohl's Umbrellas, which were supplied by vendors other than World Factory.

66. After receiving the February 21, 2014 letter from World Factory, Kohl's chose not to use World Factory as a vendor of solar-powered umbrellas.

67. After receiving the February 21, 2014 letter from World Factory, Kohl's has not obtained a patent license to the '713 Patent or the '781 Patent from World Factory or from LakeSouth, the current owner of the Asserted Patents.

68. Kohl's did not respond to World Factory's February 21, 2014 letter.

69. Kohl's ignored World Factory's February 21, 2014 letter.

70. Mr. Mansell did not respond to World Factory's February 21, 2014 letter.

71. Mr. Mansell ignored World Factory's February 21, 2014 letter.

72. Kohl's had knowledge of the '713 Patent before the filing of this action.

73. Kohl's had knowledge of the '781 Patent before the filing of this action.

74. Despite its knowledge of the '713 Patent and the '781 Patent, Kohl's has used, sold, offered for sale, and/or imported into the United States products covered by one or more claims of the Asserted Patents, including the Accused Kohl's Umbrellas. Kohl's infringement of the Asserted Patents has been willful and intentional because it has continued its acts of infringement with knowledge of the Asserted Patents and despite the likelihood that its actions constituted infringement of a valid patent.

75. LakeSouth has been and continues to be damaged as a result of Kohl's infringing conduct. Kohl's is therefore liable to LakeSouth in an amount that adequately compensates

LakeSouth for Kohl's infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

76. Kohl's failed to obtain permission from LakeSouth to use, make, offer to sell, sell, or import products incorporating the inventions claimed in the Asserted Patents.

77. For each count of infringement listed below, LakeSouth incorporates and realleges the allegations contained in the preceding paragraphs above including these General Allegations as if fully set forth in each count of infringement.

Home Depot

78. Upon information and belief, Home Depot purchases various patio and outdoor solar-powered offset umbrellas that it uses, offers to sell, sells, distributes, and/or imports in the United States. Among these solar-powered offset umbrellas are umbrellas marketed under the "Hampton Bay" brand name. "Hampton Bay" is a Home Depot brand.

79. Home Depot uses, has used, offers to sell, has offered to sell, sells, has sold, imports, and/or has imported solar-powered offset umbrellas that include lights and a solar panel. These solar-powered offset umbrellas infringe one or more claims of the Asserted Patents and include without limitation the **"Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan"** (Model #YJAF052-TAN, Internet #205364010, Store SKU #1000510665); **"Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red"** (Model #YJAF052-RED, Internet #206186465, Item and Store SKU #1001517957); **"Hampton Bay 11 ft. Offset LED Patio Umbrella in Sunbrella Sand"** (Model #YJAF-052L-A, Internet #206186342); **"Hampton Bay E/O 11 ft. Solar Umbrella"** (Item #948-958, Model #UXS01601C); and any and all, current and prior, reasonably similar solar-powered offset umbrellas having the same or equivalent functions and features to the extent relevant to the claims of the Asserted Patents ("the

Accused Home Depot Umbrellas”). Upon information and belief, Home Depot obtains some or all of the Accused Home Depot Umbrellas from Yotrio Corporation, which has not licensed the Asserted Patents and which also supplies some or all of the Accused Kohl’s Umbrellas to Kohl’s.

80. The Accused Home Depot Umbrellas are marketed and sold online by Home Depot through its online store – www.homedepot.com, the Home Depot mobile application for phone and tablet devices, and/or at Home Depot retail stores, including stores in the Northern District of Texas.

81. Among the Accused Home Depot Umbrellas that Home Depot uses, offers for sale, sells, and/or imports are, without limitation, the “**Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan**” (Model #YJAF052-TAN, Internet #205364010, Store SKU #1000510665). This umbrella is pictured and described on Home Depot’s online store as shown in Figures 5 and 6 below.

The screenshot shows the Home Depot website interface for a Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan. The page includes a navigation bar with the Home Depot logo, a search bar, and links for 'Products and Services', 'Your Store Southlake, TX', and 'Sign in or Register'. The breadcrumb trail is 'Home > Outdoors > Patio Furniture > Umbrellas & Bases > Patio Umbrellas'. The product title is 'Hampton Bay | Model # YJAF052-TAN | Internet # 205364010 | Store SKU # 1000510665 11 ft. Offset LED Patio Umbrella in Tan'. Below the title are star ratings, a 'Write a Review' button, and a 'Questions & Answers (90)' link. The price is '\$299.00 /each'. A list of features includes: 'Solar cell powers LED lights', 'Easy tilt operation', and 'Sized to provide plenty of shade'. Shipping options are 'Ship to Home FREE' (Estimated Arrival: APR 1 - APR 5), 'Pick Up In Store FREE', and 'Express Delivery from Store' (Pick Your Delivery Date as Soon as Tomorrow). The quantity is set to 1, with 'ADD TO CART' and 'SAVE TO MY LIST' buttons. A 'Buy now with PayPal' button is also present. Below the main image are thumbnails for 'Open Expanded View' and 'Click Image to Zoom', along with social media sharing icons (Pinterest, Facebook Share, Email, Print). At the bottom, there are tabs for 'RELATED ITEMS', 'PRODUCT OVERVIEW', 'SPECIFICATIONS', 'RECOMMENDED ITEMS', 'QUESTIONS & ANSWERS', and 'CUSTOMER REVIEWS'. A note at the bottom right states 'Item cannot be shipped to the following state(s): AK, GU, HI, PR, VI'.





Figure 5 – “Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-Offset-LED-Patio-Umbrella-in-Tan-YJAF052-TAN/205364010>

PRODUCT OVERVIEW Model # YJAF052-TAN | Internet # 205364010 | Store SKU # 1000510665

This 11 ft. Offset LED Patio Umbrella is generously sized to block the sun's rays all day long. The solar cell on the top of the umbrella charges throughout the day to allow the LED lights to add a gentle ambiance to your evening gathering. It features easy tilt operation which is more user-friendly than ever:

- 8 steel ribs hold canopy open
- Steel pole with 2 in. Dia
- Weather resistant olefin fabric for color retention
- 40 solar powered lights illuminate come dusk

Info & Guides

-  [Instructions / Assembly](#)
-  [SDS](#)
-  [Use and Care Manual](#)
-  [Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents. [Download](#) a free copy from the Adobe Web site.

+ ACCESSORIES (6)

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	132 in	Pole Diameter (in.)	2.5
Assembled Height (in.)	111 in	Umbrella Canopy Diameter (ft.)	11
Assembled Width (in.)	132 in	Umbrella Height (in.)	111

DETAILS

Canopy Color	Beige	Pole Material	Steel
Canopy Shape	Octagon	Product Weight (lb.)	64.7 lb
Color Family	Beige	Returnable	90-Day
Fabric Pattern Style	Solid	Rib Material	Aluminum
Opening Mechanism	Crank lift system	Umbrella Canopy Material	Olefin
Patio Furniture Features	Tilttable	Umbrella Type	Cantilever
Pole Color	Tan		

WARRANTY / CERTIFICATIONS

Manufacturer Warranty	1 year limited warranty
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Figure 6 – “Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-Offset-LED-Patio-Umbrella-in-Tan-YJAF052-TAN/205364010>

82. The “Hampton Bay 11 ft. Offset LED Patio Umbrella in Tan” (Model #YJAF052-TAN, Internet #205364010, Store SKU #1000510665) consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, umbrella base, solar

rechargeable power unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. The umbrella canopy has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.
- b. The umbrella pole is connected to the umbrella base. The umbrella base is a support structure for the umbrella pole.
- c. The crank system consists of a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
- d. The solar rechargeable power unit (also referred to as a “solar receiver”) collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella’s lighting system. The power unit has a disc-shaped housing with a rounded top. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically

connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a plug hole whereby, when an electrical plug is inserted, power is transmitted from the power unit to the LED lights in the lighting system.

- e. The lighting system consists of 40 LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

83. Among the Accused Home Depot Umbrellas that Home Depot uses, offers for sale, sells, and/or imports include, without limitation, the **“Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red” (Model #YJAF052-RED, Internet #206186465, Item and Store SKU #1001517957)**. This umbrella is pictured and described on Home Depot’s online store as shown in Figures 7 and 8 below.

The screenshot shows a product page for a Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red. The page includes a navigation bar with the Home Depot logo, a search bar, and links for 'Products and Services', 'Your Store Southlake, TX', and 'Sign in or Register'. The breadcrumb trail is 'Home > Outdoors > Patio Furniture > Umbrellas & Bases > Patio Umbrellas'. The product title is 'Hampton Bay | Model # YJAF052-RED | Internet # 206186465 | Store SKU # 1001517957' followed by '11 ft. LED Round Offset Patio Umbrella in Red'. Below the title are five stars, '(17)' reviews, and links for 'Write a Review' and 'Questions & Answers (34)'. The price is '\$299.00 /each'. A large image of the umbrella is shown on the left. To the right of the image are three shipping options: 'Ship to Home FREE with \$599 Order' (Estimated Arrival: APR 1 - APR 5), 'Pick Up In Store FREE' (Available for Pick Up: Today), and 'Express Delivery from Store' (Pick Your Delivery Date as Soon as Tomorrow). Below the shipping options is a quantity selector set to '1', an 'ADD TO CART' button, and a 'SAVE TO MY LIST' button. There is also a 'Buy now with PayPal' option. Below the main image are thumbnails for 'Open Expanded View' and 'Click Image to Zoom', along with social media sharing icons (Pinterest, Facebook, Email, Print). A note states 'Item cannot be shipped to the following state(s): AK, GU, HI, PR, VI'. The product is 'IN STOCK AT YOUR SELECTED STORE' in Southlake, TX #587 (Southlake, TX 76092). It is 'In Stock' in Aisle 80, Bay 024. At the bottom, there are navigation links for 'RELATED ITEMS', 'PRODUCT OVERVIEW', 'SPECIFICATIONS', 'RECOMMENDED ITEMS', 'QUESTIONS & ANSWERS', and 'CUSTOMER REVIEWS'.




Figure 7 – “Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-LED-Round-Offset-Patio-Umbrella-in-Red-YJAF052-RED/206186465>

PRODUCT OVERVIEW Model # YJAF052-RED | Internet # 206186465 | Store SKU # 1001517957

The 11 ft. Solar Offset Umbrella in Red features a solar cell that charges throughout the day to power 40 solar-powered lights at night. This sturdy umbrella adds a romantic glow to your patio or porch without messy cords. This umbrella is generously sized to offer protection from the sun and its weather resistant construction is perfect for long term use.

- Olefin fabric for a durable canopy
- 2 in. Dia steel pole
- Easy-tilt operation is user friendly
- Weather resistant fabric resists fading
- Generously sized to offer shelter from the sun
- 8 steel ribs
- 40 solar powered lights offer a gentle ambiance
- Solar cell on the top of the umbrella charges throughout the day to power the LED lights

Info & Guides

-  [Instructions / Assembly](#)
-  [Use and Care Manual](#)
-  [Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents. [Download](#) a free copy from the Adobe Web site.

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	132.00 in	Pole Diameter (in.)	2.0
Assembled Height (in.)	111.00 in	Umbrella Canopy Diameter (ft.)	11
Assembled Width (in.)	132.00 in	Umbrella Height (in.)	111

DETAILS

Canopy Color	Red	Pole Material	Steel
Canopy Shape	Octagon	Product Weight (lb.)	69.08 lb
Color Family	Red	Returnable	90-Day
Fabric Pattern Style	Solid	Rib Material	Steel
Opening Mechanism	Crank lift system	Umbrella Canopy Material	Olefin
Patio Furniture Features	Tilttable	Umbrella Type	Cantilever
Pole Color	Brown		

WARRANTY / CERTIFICATIONS

Manufacturer Warranty	One Year Limited Warranty		
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Figure 8 – “Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-LED-Round-Offset-Patio-Umbrella-in-Red-YJAF052-RED/206186465>

84. The “Hampton Bay 11 ft. LED Round Offset Patio Umbrella in Red” (Model #YJAF052-RED, Internet #206186465, Item and Store SKU #1001517957) consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, umbrella base,

solar rechargeable power unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. The umbrella canopy has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.
- b. The umbrella pole is connected to the umbrella base. The umbrella base is a support structure for the umbrella pole.
- c. The crank system consists of a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
- d. The solar rechargeable power unit (also referred to as a “solar receiver”) collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella’s lighting system. The power unit has a discus-shaped housing with a rounded top. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically

connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a plug hole whereby, when an electrical plug is inserted, power is transmitted from the power unit to the LED lights in the lighting system.

- e. The lighting system consists of 40 LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

85. Among the Accused Home Depot Umbrellas that Home Depot uses, offers for sale, sells, and/or imports include, without limitation, the **“Hampton Bay 11 ft. Offset LED Patio Umbrella in Sunbrella Sand” (Model #YJAF-052L-A, Internet #206186342)**. This umbrella is pictured and described on Home Depot’s online store as shown in Figures 9 and 10 below.

The screenshot shows a product page on the Home Depot website. At the top, there is a navigation bar with the Home Depot logo, a search bar, and links for 'Products and Services', 'Your Store Southlake, TX', and 'Sign in or Register'. Below the navigation bar, the breadcrumb trail reads 'Home > Outdoors > Patio Furniture > Umbrellas & Bases > Patio Umbrellas'. The product title is 'Hampton Bay | Model # YJAF-052L-A | Internet # 206186342' followed by '11 ft. LED Offset Patio Umbrella in Sunbrella Sand'. There are five stars and a '(5)' next to it, along with links for 'Write a Review' and 'Questions & Answers (17)'. The price is '\$499.00 /each'. To the left of the price is an image of the umbrella. To the right of the price is a list of features: 'Solar cell powers LED lights', 'Sized to provide plenty of shade', and 'Weather-resistant construction'. Below the features are two shipping options: 'Ship to Home FREE with \$599 Order' (Estimated Arrival: APR 1 - APR 5) and 'Ship to Store FREE' (Available for Pick Up: APR 4 - APR 7). There is a quantity selector set to '1', an 'ADD TO CART' button, and a 'SAVE TO MY LIST' button. Below these is a 'Buy now with PayPal' button. At the bottom of the product area, it says 'Item cannot be shipped to the following state(s): AK, GU, HI, PR, VI' and 'PRODUCT NOT SOLD IN STORES'. At the very bottom, there are navigation tabs for 'RECOMMENDED ITEMS', 'PRODUCT OVERVIEW', 'SPECIFICATIONS', 'QUESTIONS & ANSWERS', and 'CUSTOMER REVIEWS'.




Figure 9 – “Hampton Bay 11 ft. Offset LED Patio Umbrella in Sunbrella Sand” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-LED-Offset-Patio-Umbrella-in-Sunbrella-Sand-YJAF-052L-A/206186342>

PRODUCT OVERVIEW Model # YJAF-052L-A Internet # 206186342

The 11 ft. Solar Offset Umbrella in Sand features a solar cell that charges throughout the day to power 40 solar-powered lights at night. This sturdy umbrella adds a romantic glow to your patio or porch without messy cords. This umbrella is generously sized to offer protection from the sun and its weather resistant construction is perfect for long term use.

- Acrylic fabric for a durable canopy
- 2 in. Dia steel pole
- Easy-tilt operation is user friendly
- Designed for lasting enjoyment, the weather-resistant Sunbrella fabric features built-in UV resistance for sustained color retention
- Generously sized to offer shelter from the sun
- 8 steel ribs
- 40 solar-powered lights offer a gentle ambiance
- Solar cell on the top of the umbrella charges throughout the day to power the LED lights

Info & Guides

-  **Instructions / Assembly**
-  **Use and Care Manual**
-  **Warranty**

You will need Adobe® Acrobat® Reader to view PDF documents. [Download](#) a free copy from the Adobe Web site.

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	143.00 in	Pole Diameter (in.)	2.0
Assembled Height (in.)	113.00 in	Umbrella Canopy Diameter (ft.)	11
Assembled Width (in.)	127.25 in	Umbrella Height (in.)	113

DETAILS

Canopy Color	Sand	Pole Material	Steel
Canopy Shape	Octagon	Product Weight (lb.)	60 lb.
Color Family	Beige	Returnable	90-Day
Fabric Pattern Style	Solid	Rib Material	Steel
Opening Mechanism	Crank lift system	Umbrella Canopy Material	Acrylic
Patio Furniture Features	Sunbrella fabric, Tilttable	Umbrella Type	Cantilever
Pole Color	Brown		

WARRANTY / CERTIFICATIONS

Manufacturer Warranty	One Year Limited Warranty
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Figure 10 – “Hampton Bay 11 ft. Offset LED Patio Umbrella in Sunbrella Sand” at <http://www.homedepot.com/p/Hampton-Bay-11-ft-LED-Offset-Patio-Umbrella-in-Sunbrella-Sand-YJAF-052L-A/206186342>

86. The “Hampton Bay 11ft. Offset LED Patio Umbrella in Sunbrella Sand” (Model #YJAF-052L-A, Internet #206186342) consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, umbrella base, solar rechargeable power

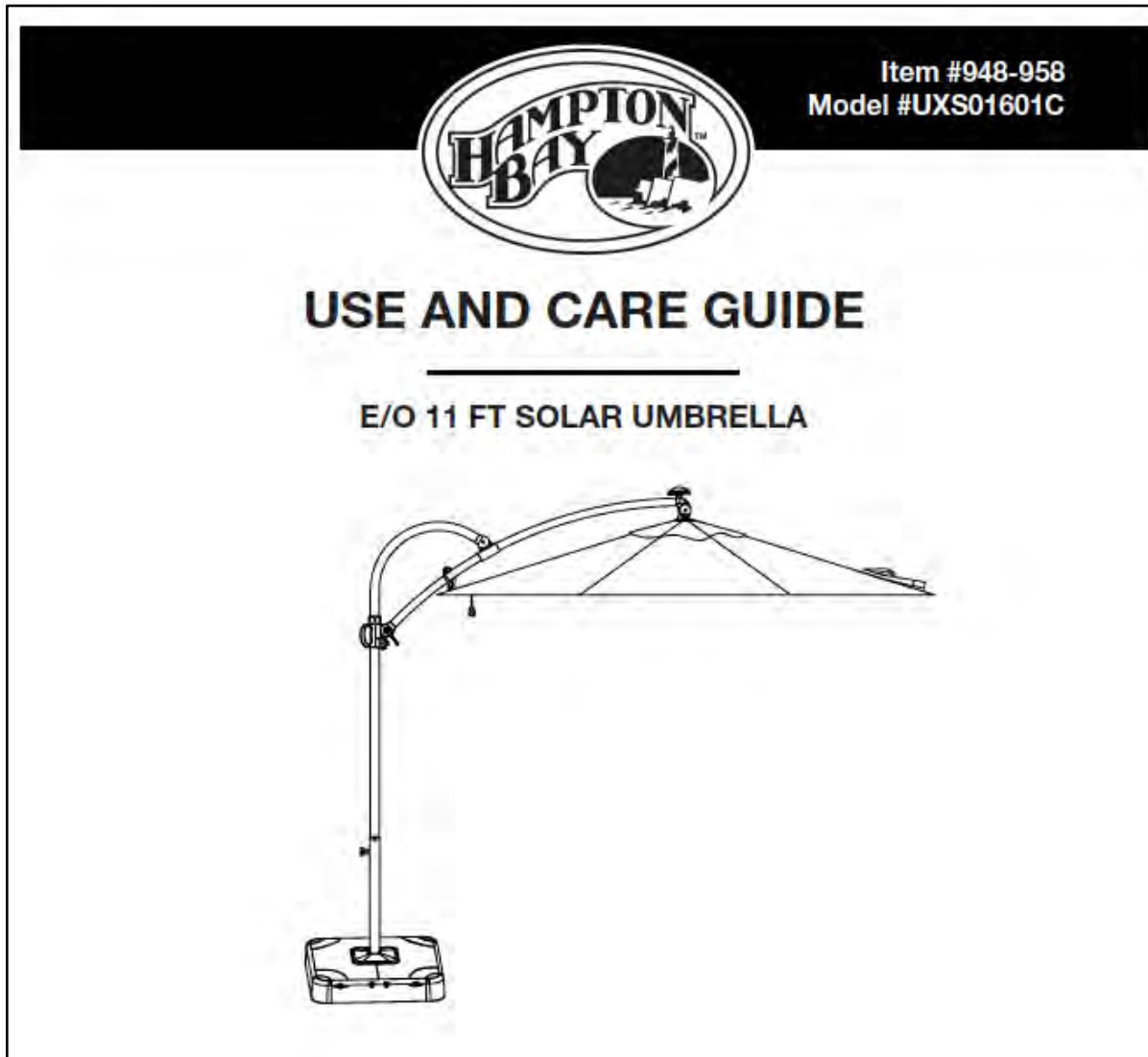
unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. The umbrella canopy has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.
- b. The umbrella pole is connected to the umbrella base. The umbrella base is a support structure for the umbrella pole.
- c. The crank system consists of a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
- d. The solar rechargeable power unit (also referred to as a “solar receiver”) collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella’s lighting system. The power unit has a discus-shaped housing with a rounded top. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically

connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a plug hole whereby, when an electrical plug is inserted, power is transmitted from the power unit to the LED lights in the lighting system.

- e. The lighting system consists of 40 LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

87. Among the Accused Home Depot Umbrellas that Home Depot uses, sells, offers for sale, and/or imports include, without limitation, the **“Hampton Bay E/O 11 ft. Solar Umbrella” (Item #948-958, Model #UXS01601C)**. Upon information and belief, this umbrella is supplied by Yotrio Corporation. This umbrella is described in Figure 11 below.



**Figure 11 – “Hampton Bay E/O 11 ft. Solar Umbrella”
(Item #948-958, Model #UXS01601C) Use and Care Guide.**

88. The “Hampton Bay E/O 11 ft. Solar Umbrella” (Item #948-958, Model #UXS01601C) consists of at least an umbrella canopy with multiple rib members, umbrella pole, crank system, umbrella base, solar rechargeable power unit, and LED (light emitting diodes) lighting system. Specifically, the umbrella has the following:

- a. The umbrella canopy has at least a fabric canopy material and multiple rib members that extend radially. The umbrella canopy is connected to the umbrella pole via a

- hinge. Each rib member has a recessed channel running along its length through which runs the electrical wires leading to and from the LED lights.
- b. The umbrella pole is connected to the umbrella base. The umbrella base is a support structure for the umbrella pole.
 - c. The crank system consists of a crank housing and a crank. The crank housing is coupled to the umbrella pole. The crank is attached to and external to the crank housing. Turning the crank will open and close the umbrella canopy.
 - d. The solar rechargeable power unit (also referred to as a “solar receiver”) collects solar energy, converts the solar energy to electrical energy, stores the electrical energy via a rechargeable electrical power system, and transmits power to the umbrella’s lighting system. The power unit has a discus-shaped housing with a rounded top. It is located above the umbrella canopy and above the umbrella pole. The power unit is detachable from the pole. The power unit has at least a solar cell, rechargeable batteries, a circuit board, and related electrical wiring. The power unit has an upper portion housing a solar energy system and a lower portion housing a rechargeable electrical power system. The upper portion of the power unit contains a solar cell that collects and converts solar energy into electrical energy. The lower portion of the power unit contains a rechargeable electrical power system consisting of rechargeable batteries, circuit board, and related electrical wiring. The solar cell is electrically connected via wires to the rechargeable electrical power system such that solar energy collected and converted into electrical energy recharges the rechargeable electrical power system. The lower portion of the power unit also has a plug hole whereby,

when an electrical plug is inserted, power is transmitted from the power unit to the LED lights in the lighting system.

- e. The lighting system consists of 40 LED lights that are electrically connected to the power unit and mounted on each of the rib members of the umbrella canopy. Each LED light has a smooth translucent cover and is partially recessed within the corresponding rib member. The electrical wires leading to and from the LED lights are fully recessed within each corresponding rib member. The LED lights are electrically connected to the rechargeable electrical power system of the power unit.

89. Further discovery may reveal additional infringing products and/or models.

90. Upon information and belief, the Accused Home Depot Umbrellas are currently or have been offered for sale and sold within the Northern District of Texas.

91. Home Depot has infringed and continues to infringe (literally and/or under the doctrine of equivalents), directly and/or through subsidiaries, agents, representatives, or intermediaries, one or more claims of the Asserted Patents including at least Claim 2 of the '713 Patent and Claim 1 of the '781 Patent by using, importing, testing, supplying, causing to be supplied, selling, and/or offering for sale in the United States the Accused Home Depot Umbrellas.

92. Home Depot's customers have infringed and continue to infringe the '713 Patent and the '781 Patent by using the Accused Home Depot Umbrellas purchased from Home Depot. Through its retail stores, online store, phone and tablet applications, product manuals, and sale and marketing activities, Home Depot solicits, instructs, and encourages its customers to purchase and use the Accused Umbrellas.

93. Home Depot has been aware that its actions would cause infringement of the '713 Patent and the '781 Patent and acted with intent to encourage direct infringement of the Asserted Patents.

94. Home Depot's infringement of the '713 Patent and the '781 Patent has been willful. Upon information and belief, Home Depot has known of the '713 Patent since at least 2010 and the '781 Patent since before the filing of this action. LakeSouth and/or World Factory, Inc. ("World Factory"), a non-exclusive licensee of the Asserted Patents, have engaged in negotiations and correspondence with Home Depot such that Home Depot had or should have had knowledge of one or more of the Asserted Patents before the filing of this action. For example, Home Depot's pre-suit knowledge of one or more of the Asserted Patents arises from at least its knowledge that it has obtained from licensed supplier Zhejiang Nengfu and then has used, sold, or offered for sale non-offset solar-powered market or round umbrellas such as the "9 ft Umbrella with LED Lights," which are marked with at least the '713 Patent. Despite this knowledge, Home Depot continued to use, sell, and offer for sale unlicensed solar-powered umbrellas, specifically the Accused Home Depot Umbrellas, from unlicensed suppliers such as Yotrio Corporation. Home Depot's infringement of the Asserted Patents has been willful and intentional because it has continued its acts of infringement with knowledge of the Asserted Patents and despite the likelihood that its actions constituted infringement of a valid patent.

95. LakeSouth has been and continues to be damaged as a result of Home Depot's infringing conduct. Home Depot is therefore liable to LakeSouth in an amount that adequately compensates LakeSouth for Home Depot infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

96. Home Depot will continue to infringe the Asserted Patents unless enjoined by this Court.

97. Home Depot failed to obtain permission from LakeSouth to use, offer to sell, sell, or import products incorporating the inventions claimed in the Asserted Patents.

98. For each count of infringement listed below, LakeSouth incorporates and realleges the allegations contained in the preceding paragraphs above including these General Allegations as if fully set forth in each count of infringement.

Count I – INFRINGEMENT OF THE '781 PATENT BY KOHL'S

99. Kohl's has been and is now directly infringing the '781 Patent in violation of 35 U.S.C. § 271(a) by using, selling, offering for sale, and/or importing into the United States products that are covered by at least Claim 1 of the '781 Patent, including but not limited to the Accused Kohl's Umbrellas. Kohl's direct infringement of the '781 Patent is willful.

100. In addition, Kohl's has been and is now indirectly infringing the '781 Patent in violation of 35 U.S.C. § 271(b) by actively inducing its suppliers such as Yotrio Corporation and its customers to directly infringe the '781 Patent. For example, to satisfy its demand for solar-powered umbrellas among other reasons, Kohl's encourages its unlicensed suppliers such as Yotrio Corporation to import, make, sell, and/or offer to sell the Accused Kohl's Umbrellas. As another example, Kohl's sells the Accused Kohl's Umbrellas to its customers for the express purpose of having its customers use the Accused Kohl's Umbrellas. Through its retail stores, online store, phone and tablet applications, product manuals, and/or sales and marketing activities, Kohl's solicits, instructs, aids and abets, and encourages its customers to purchase and use the Accused Kohl's Umbrellas. Kohl's inducement of infringement of the '781 Patent is willful.

101. On information and belief, Kohl's has known about the '781 Patent since before the filing of this action. Kohl's acted despite the likelihood that its actions constituted infringement of a valid patent. Kohl's was aware that its actions would cause infringement of the '781 Patent and acted with intent to encourage direct infringement of the '781 Patent.

102. As a result of Kohl's infringement of the '781 Patent, LakeSouth has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

Count II – INFRINGEMENT OF THE '713 PATENT BY KOHL'S

103. Kohl's has been and is now directly infringing the '713 Patent in violation of 35 U.S.C. § 271(a) by using, selling, offering for sale, and/or importing into the United States products that are covered by at least Claim 2 of the '713 Patent, including but not limited to certain Accused Umbrellas such as the **“Sonoma Goods for Life Cantilever LED Solar Umbrella”** (including any and all, current and prior, reasonably similar solar-powered umbrellas having the same or equivalent functions and features and/or that are or were named or identified as “Sonoma Outdoors 10.5 ft. Offset Umbrella,” “Sonoma Outdoors Crank and Tilt Cantilever Umbrella,” “Sonoma Outdoors Cantilever Umbrella”; SKU #61024125, SKU #94737312, Style #YJAF-016-SL-BN, YJAF-016-SL-BNE, YJAF-016-SL-RD-14E). Kohl's direct infringement of the '713 Patent is willful.

104. Kohl's has been and is now indirectly infringing the '713 Patent in violation of 35 U.S.C. § 271(b) by actively inducing its unlicensed suppliers such as Yotrio Corporation and its customers to directly infringe the '713 Patent including at least Claim 2 of the '713 Patent. For example, to satisfy its demand for solar-powered umbrellas among other reasons, Kohl's encourages its unlicensed suppliers such as Yotrio Corporation to import, make, sell, and/or offer

to sell the Accused Kohl's Umbrellas. As another example, Kohl's sells the Accused Kohl's Umbrellas to its customers for the express purpose of having its customers use the Accused Kohl's Umbrellas. Through its retail stores, online store, phone and tablet applications, product manuals, and/or sales and marketing activities, Kohl's solicits, instructs, aids and abets, and encourages its customers to purchase and use the Accused Umbrellas, including to use the Accused Kohl's Umbrellas with a base support and/or umbrella base. Kohl's inducement of infringement of the '713 Patent is willful.

105. In addition to and/or in the alternative, Kohl's has been and is now contributorily infringing the '713 Patent, including at least Claim 2 of the '713 Patent, in violation of 35 U.S.C. § 271(c) by offering to sell, selling, and/or importing into the United States the Accused Umbrellas, which are a component of a patented machine, manufacture, combination, or composition, the Accused Kohl's Umbrellas constituting a material part of the invention, and Kohl's knowing the same to be especially made or especially adapted for use in a manner that infringes one or more claims of the '713 Patent. Further, the Accused Umbrellas are not a staple article or commodity of commerce suitable for substantial noninfringing use. Kohl's contributory infringement of the '713 Patent is willful.

106. On information and belief, Kohl's has known about the '713 Patent since late February 2014. Kohl's acted despite the likelihood that its actions constituted infringement of a valid patent. Kohl's was aware that its actions would cause infringement of the '713 Patent and acted with intent to encourage direct infringement of the '713 Patent.

107. As a result of Kohl's infringement of the '713 Patent, LakeSouth has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

Count III – INFRINGEMENT OF THE '781 PATENT BY HOME DEPOT

108. Home Depot has been and is now directly infringing the '781 Patent in violation of 35 U.S.C. § 271(a) by using, selling, offering for sale, and/or importing into the United States solar-powered offset umbrellas that are covered by at least Claim 1 of the '781 Patent, including but not limited to the Accused Home Depot Umbrellas.

109. In addition, Home Depot has been and is now indirectly infringing the '781 Patent in violation of 35 U.S.C. § 271(b) by inducing its unlicensed suppliers such as Yotrio Corporation and its customers to directly infringe the '781 Patent. For example, to satisfy its demand for solar-powered offset umbrellas among other reasons, Home Depot encourages its unlicensed suppliers such as Yotrio Corporation to import, make, sell, and/or offer to sell the Accused Home Depot Umbrellas. As another example, Home Depot sells the Accused Home Depot Umbrellas to its customers for the express purpose of having its customers use the Accused Home Depot Umbrellas. Through its retail stores, online store, phone and tablet applications, product manuals, and/or sales and marketing activities, Home Depot solicits, instructs, and encourages its customers to purchase and use the Accused Home Depot Umbrellas.

110. Upon information and belief, Home Depot has known about the '781 Patent since before the filing of this action. Home Depot acted despite the likelihood that its actions constituted infringement of a valid patent. Home Depot was aware that its actions would cause infringement of the '781 Patent and acted with intent to encourage direct infringement of the '781 Patent.

111. As a result of Home Depot's infringement of the '781 Patent, LakeSouth has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

Count IV – INFRINGEMENT OF THE '713 PATENT BY HOME DEPOT

112. Home Depot has been and is now directly infringing the '713 Patent in violation of 35 U.S.C. § 271(a) by using, selling, offering for sale, and/or importing into the United States solar-powered offset umbrellas that are covered by at least Claim 2 of the '713 Patent, including but not limited to the Accused Home Depot Umbrellas.

113. In addition, Home Depot has been and is now indirectly infringing the '713 Patent in violation of 35 U.S.C. § 271(b) by actively inducing its unlicensed suppliers such as Yotrio Corporation and its customers to directly infringe the '713 Patent including at least Claim 2 of the '713 Patent. For example, to satisfy its demand for solar-powered offset umbrellas among other reasons, Home Depot encourages its unlicensed suppliers such as Yotrio Corporation to import, make, sell, and/or offer to sell the Accused Home Depot Umbrellas. As another example, Home Depot sells the Accused Home Depot Umbrellas to its customers for the express purpose of having its customers use the Accused Home Depot Umbrellas. Through its retail stores, online store, phone and tablet applications, product manuals, and/or sales and marketing activities, Home Depot solicits, instructs, and encourages its customers to purchase and use the Accused Umbrellas, including to use the Accused Home Depot Umbrellas with an umbrella base.

114. Upon information and belief, Home Depot has known about the '713 Patent since at least 2010. Home Depot acted despite the likelihood that its actions constituted infringement of a valid patent. Home Depot was aware that its actions would cause infringement of the '713 Patent and acted with intent to encourage direct infringement of the '713 Patent.

115. As a result of Home Depot's infringement of the '713 Patent, LakeSouth has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

DEMAND FOR A JURY TRIAL

116. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, LakeSouth demands a trial by jury on all issues triable of right by a jury.

PRAYER FOR RELIEF

117. WHEREFORE, LakeSouth respectfully requests that this Court enter judgment in its favor and grant the following relief:

118. A judgment that Kohl's has directly infringed one or more claims of the '713 Patent and '781 Patent;

119. A judgment that Kohl's has indirectly infringed one or more claims of the '713 Patent and '781 Patent;

120. A judgment and order requiring Kohl's to pay LakeSouth past and future damages under 35 U.S.C. § 284, including for supplemental damages arising from any continuing post-verdict infringement for the time between trial and entry of the final judgment with an accounting, as needed, as provided by 35 U.S.C. § 284;

121. A judgment and order finding that this is an exceptional case and awarding LakeSouth its reasonable attorneys' fees against Kohl's pursuant to 35 U.S.C. § 285;

122. A judgment and order requiring Kohl's to pay LakeSouth reasonable ongoing royalties on a going-forward basis after final judgment;

123. A judgment and order requiring Kohl's to pay LakeSouth pre-judgment and post-judgment interest on the damages award;

124. A judgment and order requiring Kohl's to pay LakeSouth's costs;

125. A judgment that Home Depot has directly infringed one or more claims of the '713 Patent and '781 Patent;

126. A judgment that Home Depot has indirectly infringed one or more claims of the '713 Patent and '781 Patent;

127. A judgment and order requiring Home Depot to pay LakeSouth past and future damages under 35 U.S.C. § 284, including for supplemental damages arising from any continuing post-verdict infringement for the time between trial and entry of the final judgment with an accounting, as needed, as provided by 35 U.S.C. § 284;

128. A judgment and order finding that this is an exceptional case and awarding LakeSouth its reasonable attorneys' fees against Home Depot pursuant to 35 U.S.C. § 285;

129. A judgment and order requiring Home Depot to pay LakeSouth reasonable ongoing royalties on a going-forward basis after final judgment;

130. A judgment and order requiring Home Depot to pay LakeSouth pre-judgment and post-judgment interest on the damages award;

131. A judgment and order requiring Home Depot to pay LakeSouth's costs; and

132. Such other and further relief as the Court may deem just and proper.

Dated: June 30, 2016

Respectfully submitted,



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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email, on this the 30th day of June, 2016.



Eric M. Albritton