

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

LUSTER LEAF PRODUCTS, INC., an
Illinois corporation;

Plaintiff,

v.

AMAZON.COM, INC., a Delaware
corporation,

Defendant.

Case No.

COMPLAINT

Plaintiff, Luster Leaf Products, Inc., an Illinois corporation, by and through its attorney, Sara E. Cook of McKenna Storer, and Stephen T. Scherrer of Scherrer Patent and Trademark Law P.C. for its complaint against Defendant, states as follows:

JURISDICTION

1. This is a claim for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1 et seq.
2. Subject matter jurisdiction is proper pursuant to 28 U.S.C. §§ 1331 and 1338.

PARTIES

3. Luster Leaf Products Inc. ("LLP"), is an Illinois corporation having its principal place of business in Woodstock, Illinois.
4. Defendant Amazon.com, Inc. ("Amazon"), is a Delaware corporation with its principal place of business in Seattle, Washington.

FACTUAL BACKGROUND

5. LLP is in the business of, *inter alia*, manufacturing and selling electronic and chemical soil testers for the home gardener.

6. On January 20, 2015, letters patent were issued to Mark B. Williams (“Williams”), and Larry L. Holbein (“Holbein”), for the invention entitled “Electronic Gardening Tool And Method Of Configuring The Same” under U.S. Patent No. 8,938,361 B2 (“’361 Patent”). The ‘361 Patent is attached to this Complaint as Exhibit A.

7. Thereafter, the ‘361 Patent was assigned by Williams and Holbein to Luster Leaf Products,

8. The Plaintiff has complied with the statutory requirement of placing a notice of the Letters Patent on all electronic soil meters it manufactures and sells; and has given the Defendant written notice of the infringement. See Exhibit B.

COUNT I

Patent Infringement of U.S. Patent No. 8,938,361

9. Paragraphs 1-8 are re-alleged herein as paragraphs 1-8 of this Count I.

10. Defendant has infringed and continues to infringe the ‘361 Patent by manufacturing, using, selling, importing and/or offering for sale Dr. Meter Moisture Sensor Meter, Soil Water Monitor, Hydrometer 4-in-1 Advanced Meter (“Dr. Meter”), that embodies the patented invention.

11. Defendant has infringed and continues to infringe the ‘361 Patent by manufacturing, using, selling, importing and/or offering for sale the Sunleaves Digital 4-Way Soil Meter (“Sunleaves”) (collectively Dr. Meter and Sunleaves are “Meters”), that embodies the patented invention.

12. Defendant will continue to infringe the '361 Patent unless enjoined by this Court.

13. Defendant Amazon has offered for sale, distributed, used and/or imported the infringing Meters and has offered for sale and sold the products over the internet, and has sold them in the Northern District of Illinois.

14. Defendant Amazon has also offered the Soil Meter for sale, and has sold through one or more of the following identified vendors: "Amazon Warehouse Deals", "Gin Tai", "MOO Best Service", "Outlet PC", or "Hisgadget, Inc."

15. The Plaintiff LLP has owned the '361 Patent throughout the period of Defendant's infringing acts and still owns the patent.

16. As a direct and proximate cause of Defendant's infringement, LLP has been injured and will continue to be injured, causing Plaintiff to lose monies due and owing under the patent.

17. LLP is entitled to an accounting of all sales and to recover damages adequate to compensate it for such injury.

18. Defendant's infringement will continue to injure LLP until and unless this Court enters an injunction prohibiting further infringement and, specifically, enjoining further manufacture, use, sale, or offer for sale of products that are within the scope of the '361 Patent.

19. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff LLP respectfully requests a trial of all issues properly triable by jury.

PRAYER FOR RELIEF

WHEREFORE, LLP respectfully requests that this Court find that AMAZON has infringed and continues to infringe one or more claims of the '361 Patent, in violation of 35 U.S.C. § 271(a) and that the Court award the following relief to Plaintiff:

- A. A preliminary and permanent injunction prohibiting Defendant from continuing to infringe the '361 Patent;
- B. An accounting for damages;
- C. An award of damages sufficient to compensate LLP for the injury caused by Defendant's infringement of the '361 Patent;
- D. An assessment of costs, including reasonable attorneys' fees, and costs in prosecuting this action; and
- E. Such other and further relief as this Court deems appropriate. .

Respectfully submitted,

Luster Leaf Products, Inc.,

By: /s/ Sara E. Cook

Sara E. Cook
ARDC 03126995
scook@mckenna-law.com
McKenna Storer
1004 Courtaulds Dr., Suite A
Woodstock, IL 60098
(815) 334-9692

Stephen T. Scherrer
ARDC 6256633
Stephen.scherrer@yahoo.com
SCHERRER PATENT & TRADEMARK LAW, P.C..
17 E. Crystal Lake Ave.
Crystal Lake, IL 60014
(815) 307-2974