

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

KEYSTONE GLOBAL LLC,

Plaintiff,

v.

JOBAR INTERNATIONAL, INC.,

Defendant.

17-cv-1509

COMPLAINT

Jury Trial Demanded

The Parties

1. Plaintiff is a New York limited liability Company with a place of business at 75A Lake Road, # 111, Congers, NY 10920.

2. Upon information and belief, Defendant is a California corporation with a principal place of business at 21022 Figueroa Street, Carson, CA 90745.

Nature Of Action

3. This is an action for infringement U.S. Pat. No. 8,850,727 under 35 U.S.C. § 271.

4. This is further an action for declaratory judgment under 28 U.S.C. § 2201.

Jurisdiction And Venue

5. Subject matter jurisdiction is proper pursuant to 28 U.S.C. § 1331 and 1338.

6. Personal jurisdiction is proper under CPLR § 302(a)(3).

7. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) and (2).

Facts

8. Plaintiff is owner of U.S. Pat. No. 8,850,727 (the “Patent-In-Suit”).

9. The Patent-In-Suit is directed to generally a protective device for vehicles. It generally claims a protective license plate frame that is mounted to the front a vehicle to protect the vehicle from low speed impact such as impact that would typically occur during parking. The Patent-In-Suit claims a protective license plate frame having a unique geometry including, in part, two side members extending beyond the frame's upper edge and below the frame's lower edge and outwardly beyond the frame's side edges.

10. Plaintiff, through a licensee, sells commercial embodiments of the Patent-In-Suit, which are marked in accordance with 35 U.S.C. § 287.

11. Defendant manufacturers and/or imports for distribution and resale certain license plate frame protective devices for vehicles (the "Infringing Product"). The Infringing Product includes all elements of one or more claims from the Patent-In-Suit, including without limitation the claimed side member elements.

12. Defendant offers for sale and sells the Infringing Product in part through one or more listings on Amazon.com ("Amazon"). Defendant's sales of the Infringing Product include sales into New York.

13. On or about February 14, 2017, Plaintiff's in-house counsel sent a notice to Amazon notifying Amazon of Defendant's infringing activity on Amazon and demanding that Amazon remove all infringing listings. Amazon complied with this notice shortly after receiving it.

14. In response to Amazon's take down action, Defendant's outside counsel sent on March 9, 2017, a letter to Plaintiff's outside counsel. In the March 9 letter, Defendant denied that the Infringing Product infringed the Patent-In-Suit.

15. Defendant's argument of non-infringement was frivolous. It relied exclusively on a claim construction (i.e., an interpretation of the scope of the patent) that excluded without support or explanation the "preferred embodiment" of the invention disclosed in the Patent-In-Suit. Such claim constructions are erroneous as a matter of law.

16. In its March 9, 2017 letter, Defendant not only denied infringement, but it also accused Plaintiff of "interference with prospective business advantage and interference with contract." Defendant went on to vaguely, but not specifically, threaten suit against Plaintiff. In this regard, the letter stated that if Plaintiff did not withdraw its notice to Amazon, Defendant would "proceed to protect its rights to the full extent of the law and seek to recover its attorneys' fees."

**First Count
Patent Infringement**

17. Plaintiff realleges the allegations contained in the above paragraphs as if stated fully herein.

18. By virtue of importing, offering for sale, selling and distributing the aforementioned product, Defendant infringes the Patent-In-Suit in violation of 35 U.S.C. § 271.

19. Defendant, having been put on actual and constructive notice of Plaintiff's patent rights, and further continuing to infringe such rights, has willfully and intentionally infringed Plaintiff's Patent-In-Suit.

20. Plaintiff has been and continues to be harmed by such infringement.

**Second Count
Declaratory Judgment Of Non Interference
With Prospective Business Advantage
And Non Interference With Contract**

21. Plaintiff realleges the allegations contained in the above paragraphs as if stated fully herein.

22. Defendant, by virtue of its threat of imminent litigation against Plaintiff, has placed Plaintiff in reasonable apprehension that if Plaintiff continues to assert its valid patent rights against Defendant, Defendant intends to take action and has the ability to take action against Plaintiff under one or both of the legal theories of interference with prospective business advantage and interference with contract.

23. Plaintiff has been and continues to be harmed by such threat.

Prayer For Relief

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor Plaintiff:

- a. awarding actual damages to Plaintiff for Defendant's patent infringement under 35 U.S.C. § 284, in an amount to be determined, but in no event less than a reasonable royalty;
- b. awarding exemplary damages to Plaintiff in an amount equal to three times the actual damages and profits awarded pursuant to 35 U.S.C. § 284;
- c. awarding Plaintiff its costs and attorneys' fees pursuant to 35 U.S.C. § 285;
- d. permanently enjoining Defendant pursuant to 35 U.S.C. § 283 from importing, offering for sale and selling any product which infringes Plaintiff's patent rights;
- e. declaring that Plaintiff has not improperly or illegally interfered with Defendant's prospective business advantage or with Defendant's contract; and

f. providing all other equitable relief that the Court deems just and proper.

Dated: March 17, 2017

Plaintiff Keystone Global LLC

by its attorney,

A handwritten signature in blue ink, appearing to read 'Jeffrey Sonnabend', is written over a horizontal line.

Jeffrey Sonnabend (JS1243)

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