

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CURV BRANDS, LLC and)	
CURV GROUP, LLC,)	Judge: Matthew Kennelly
)	
Plaintiffs,)	Civil Action No.: 17-cv 1356
)	
v.)	JURY DEMAND
)	
11 th CITY, GOLDEAST LLC, and)	
JONATHAN PARK,)	
)	
Defendants.)	

AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Curv Brands, LLC ("Curv Brands") and Curv Group, LLC ("Curv Group"), for their Complaint against Defendants 11th City ("11th City"), Goldeast LLC ("Goldeast") and Jonathan Park ("Park") allege as follows:

JURISDICTION, VENUE AND PARTIES

1. This action arises under the Patent Laws of the United States, including 35 U.S.C. §§271 and 281. This Court has jurisdiction over the subject matter of this case under 28 U.S.C. §§1331 and 1338(a).

2. This Court has personal jurisdiction over 11th City because 11th City transacts substantial business in this judicial district and has offered to sell and sold products accused of patent infringement in this judicial district including, but not limit to Kiarthen TM pocket key organizers. 11th City has been selling and/or offering to sell these pocket key organizers in The United States and within this judicial district using interactive websites such as www.kiartten.com and www.amazon.com (Exs. B, C and E).

3. This Court has personal jurisdiction over Goldeast because, on information and belief, Goldeast transacts substantial business in this judicial district and has offered to sell and sold products accused of patent infringement in this judicial district including, but not necessarily limit to Kiartten™ pocket key organizers. On information and belief Goldeast, has been selling and/or offering to sell these pocket key organizers in The United States and within this judicial district using interactive websites such as www.amazon.com and/or www.amazon.co.uk (Exs. B-E).

4. This Court has personal jurisdiction over Park because Park, as the sole Director, Chief Executive Officer, Secretary and Chief Financial Officer of 11th City, and, on information and belief, as Manger of Goldeast, aids, abets, directs and controls the transaction of business by 11th City and Goldeast in this judicial district, including selling and/or offering to sell the Kiartten™ pocket key organizers in this judicial district using the aforementioned interactive websites (Exs. F, G and H, pgs. 2 and 6).

5. Venue is proper in this judicial district under 28 U.S.C. §§1391(b) and (c) and/or 28 U.S.C. §1400 (b).

6. Curv Brands is an Illinois Limited Liability Company having a principal place of business at 860 Bonnie Lane, Elk Grove Village, Illinois 60007.

7. Curv Brands is the owner of all right, title and interest in U.S. Patent D705,533 S ("the '533 patent"). The '533 patent claims an ornamental design for a pocket key organizer as shown and described in Exhibit A.

8. Curv Group is an Illinois Limited Liability Company having a principal place of business at 860 Bonnie Lane, Elk Grove Village, Illinois 60007.

9. Curv Group exclusively licenses the '533 patent from Curv Brands. Curv Group makes and sells pocket key organizers under the KeySMART® name, which embody the design claimed in the '533 patent.

10. 11th City is a California Corporation, having a principal place of business at 303 Twin Dolphin Drive, Suite 600, Redwood City, California 94065 (Ex. G). 11th City also has a listed address and, on information and belief, a place of business at 235 Montgomery, Suite 350, San Francisco, California 94104 (Exs. B, C, G and H, pg. 2). 11th City makes and sells Kiartten™ pocket key organizers having an ornamental design shown in Exs. B, C and E.

11. Goldeast is a California Limited Liability Company, having a principal place of business at 19925 Stevens Creek Blvd., Suite 100, Cupertino, California 95014 (Ex. F). Goldeast also has a listed address and, on information and belief, a place of business at 235 Montgomery, Suite 350, San Francisco, California 94104 (Exs. B, C, D, F and H, pg. 6). On information and belief, Goldeast sells Kiartten™ pocket key organizers having an ornamental design shown in Exs. B-E.

12. Park is an individual who, on information and belief, resides at 744 Green Ave., San Bruno, California 94066. Park is the sole Director, Chief Executive Officer, Secretary and Chief Financial Officer of 11th City, and Manager of Goldeast (Exs. F, G and H, pgs. 2 and 6). Park also has a listed address at 235 Montgomery Street, Suite 350, San Francisco, California 94104 and manages and controls a host of entities having a registered and listed business address of 235 Montgomery Street, Suite 350, San Francisco, California 94104 for online retail selling activities (Exs. F, G and H, pgs. 2 and 6).

COUNT I – PATENT INFRINGEMENT BY 11th CITY

13. Plaintiffs incorporate by reference the allegations in Paragraph 1-12 above.

14. The '533 patent was duly and legally issued by the U.S. Patent and Trademark Office and remains in full force and effect.

15. 11th City has directly infringed, and continues to directly infringe the '533 patent by making, importing, using, offering to sell and/or selling pocket key organizers that embody the

claimed ornamental design including, but not necessarily limited to, pocket key organizers sold under the name Kiartten™ (Exs. B, C and E).

16. On information and belief, 11th City provides and has provided a link on www.kiartten.com which leads or lead to a sales website on www.amazon.com, (Exs. B, E and H) dedicated to interactively selling the Kiartten™ pocket key organizers (Exs. B and C) throughout the world (Ex. E). The website includes a sales button linking to www.amazon.com (Exs. B, pg.1, and E) and indicates a business address at 235 Montgomery St., San Francisco, California 94104 (Exs. B, pg.2; C, pgs.1 and 3, G and H, pgs. 2 and 6). This business address coincides with the registered address for Jonathan Park, sole Director, Chief Executive Officer, Secretary and Chief Financial Officer of 11th City and Manager of Goldeast (Exs. F, G and H, pgs. 2 and 6).

17. 11th City sells and has sold the accused Kiartten™ pocket key organizers on www.amazon.com as an identified and admitted seller (Ex. E and I).

18. 11th City has infringed and continues to infringe the '533 patent by contributing to and/or actively inducing direct infringement of the '533 patent by others, including retailers such as www.amazon.com (Exs. B, C and E). The infringing activities by 11th City include encouraging, aiding and abetting others to make, import, use, offer to sell and/or sell infringing pocket key organizers in the United States. The infringing pocket key organizers include, but are not limited to, Kiartten™ pocket key organizers (Exs. B, C and E).

19. 11th City had constructive notice of the '533 patent by virtue of the Keysmart® pocket key organizers and their packaging being marked with notice of the '533 patent.

20. 11th City had further notice of the '533 patent by virtue of correspondence between 11th City and Curv Group, beginning not later than October 2016 (Ex. I).

21. Notwithstanding its notice of the '533 patent, 11th City has, and continues to wantonly and willfully infringe the '533 patent, entitling Plaintiffs to enhanced damages under 35 U.S.C §284.

22. 11th City's conduct further warrants a finding that this case is exceptional, entitling Plaintiffs to recover reasonable attorney fees under 35 U.S.C. §285.

23. By reason of 11th City's infringement of the '533 patent, Plaintiffs have and will continue to suffer irreparable harm, the full extent of which is presently unknown. 11th City has benefitted from its unlawful infringement of the '533 patent and will continue to be unjustly enriched unless and until it is enjoined by this Court.

24. The balancing of hardships between the Plaintiffs and 11th City is such that Plaintiffs would suffer greater injury from 11th City's continued infringement than 11th City would suffer from an immediate cessation of infringement.

25. The public interest would be better served by preliminary enjoining 11th City from further infringement than by permitting 11th City to continue infringing the '533 patent.

COUNT II – PATENT INFRINGEMENT BY GOLDEAST

26. Plaintiffs incorporate by reference the allegations in Paragraph 1-25 above.

27. On information and belief, Goldeast has directly infringed, and continues to directly infringe the '533 patent by making, importing, using, offering to sell and/or selling pocket key organizers that embody the claimed ornamental design including, but not necessarily limited to, pocket key organizers sold under the name Kiarthen™ (Exs. B, C, D and E).

28. For example, Goldeast operates as a seller on www.amazon.co.uk under the name Questin Europ (Ex. D) and, on information and belief, has offered for sale and sold the Kiarthen™ pocket key organizers (Exs. B, C and D) in the United States and throughout the world (Ex. D). The seller information identifying Questin Europ on the www.amazon.co.uk site links to an identification of the true selling entity of Questin Europ, namely Goldeast LLC (Ex. D, pages 1 and 4), and indicates a business address at 19925 Stevens Creek Blvd., Suite 100, Cupertino, California 95014 (Ex. D, pgs.1 and 4). This Cupertino, California business address coincides with the address for the

Agent for Service of Process for Goldeast (Exs. D and F). The Statement of Information from the Secretary of State of California for Goldeast (Ex. F) also identifies Jonathan Park at 235 Montgomery Street, Suite 350, San Francisco, California 94104 as the sole Manager of Goldeast (Exs. D, F and H, pg. 6).

29. On information and belief, Goldeast sells and has sold the accused Kiartten™ pocket key organizers on www.amazon.co.uk as an identified seller “Questin Europ” (Ex. D).

30. On information and belief, Goldeast, has infringed and continues to infringe the '533 patent by contributing to and/or actively inducing direct infringement of the '533 patent by others, including retailers such as www.amazon.com and www.amazon.co.uk (Exs. B-E). The infringing activities by Goldeast, include encouraging, aiding and abetting others to make, import, use, offer to sell and/or sell infringing pocket key organizers in the United States. The infringing pocket key organizers include, but are not limited to, Kiartten™ pocket key organizers (Exs. B, C, D and E)

31. Goldeast had constructive notice of the '533 patent by virtue of the Keysmart® pocket key organizers and their packaging being marked with notice of the '533 patent.

32. On information and belief, Goldeast had further notice of the '533 patent by virtue of correspondence between 11th City and Curv Group, beginning not later than October 2016 (Ex. I).

33. Notwithstanding its notice of the '533 patent, on information and belief, Goldeast, has and continues to wantonly and willfully infringe the '533 patent, entitling Plaintiffs to enhanced damages under 35 U.S.C §284.

34. Goldeast's conduct further warrants a finding that this case is exceptional, entitling Plaintiffs to recover reasonable attorney fees under 35 U.S.C. §285.

35. By reason of Goldeast's infringement of the '533 patent, Plaintiffs have and will continue to suffer irreparable harm, the full extent of which is presently unknown. Goldeast has

benefitted from its unlawful infringement of the '533 patent and will continue to be unjustly enriched unless and until it is enjoined by this Court.

36. The balancing of hardships between the Plaintiffs and Goldeast is such that Plaintiffs would suffer greater injury from Goldeast's continued infringement than Goldeast would suffer from an immediate cessation of infringement.

37. The public interest would be better served by preliminary enjoining Goldeast from further infringement than by permitting Goldeast to continue infringing the '533 patent.

COUNT III – PATENT INFRINGEMENT BY PARK

38. Plaintiffs incorporate by reference the allegations in Paragraph 1-37 above.

39. Park has directly infringed, and continues to directly infringe the '533 patent by making, importing, using, offering to sell and/or selling pocket key organizers that embody the claimed ornamental design including, but not necessarily limited to, pocket key organizers sold under the name Kiartten™ (Exs. B, C, D and E).

40. Park has infringed and continues to infringe the '533 patent by contributing to and/or actively inducing direct infringement of the '533 patent by 11th City and Goldeast, and by others, including on retailer websites such as www.kiartten.com, www.amazon.com and www.amazon.co.uk (Exs. B-H). The infringing activities by Park include encouraging, aiding and abetting others to make, import, use, offer to sell and/or sell infringing pocket key organizers in the United States (Exs. B, C, D and E). The infringing pocket key organizers include, but are not limited to, Kiartten™ pocket key organizers.

41. Park had constructive notice of the '533 patent by virtue of the Keysmart® pocket key organizers and their packaging being marked with notice of the '533 patent.

42. Park had further notice of the '533 patent by virtue of correspondence between 11th City and on information and belief, Goldeast, and Curv Group and Keysmart, LLC, beginning not later than October 2016 (Ex. I).

43. Notwithstanding its notice of the '533 patent, Park has, and continues to wantonly and willfully infringe the '533 patent, entitling Plaintiffs to enhanced damages under 35 U.S.C §284.

44. Park's conduct further warrants a finding that this case is exceptional, entitling Plaintiffs to recover reasonable attorney fees under 35 U.S.C. §285.

45. By reason of Park's infringement of the '533 patent, Plaintiffs have and will continue to suffer irreparable harm, the full extent of which is presently unknown. Park has benefitted from his unlawful infringement of the '533 patent and will continue to be unjustly enriched unless and until he is enjoined by this Court.

46. The balancing of hardships between the Plaintiffs and Park is such that Plaintiffs would suffer greater injury from Park's continued infringement than Park would suffer from an immediate cessation of infringement.

47. The public interest would be better served by preliminary enjoining Park from further infringement than by permitting Park to continue infringing the '533 patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Curv Brands, LLC and Curv Group, LLC pray for the following relief against Defendants 11th City, Goldeast LLC, Jonathan Park:

A. That the Court enter judgment that the '533 patent is infringed by 11th City, Goldeast and Park, and Plaintiffs are entitled to an award of damages to be proven at trial, but in no event less than a reasonable royalty;

B. That the Court enter preliminary and permanent injunctions prohibiting Defendants' and all those in active concert and participation with Defendants from directly or indirectly infringing the '533 patent, including preliminarily and permanently enjoining all direct, contributory and actively induced infringement;

C. For an accounting and recovery of damages adequate to compensate Plaintiffs for Defendants' infringement of the '533 patent, including but not limited to Defendants' profits pursuant to 35 U.S.C. §289, Plaintiffs' lost profits, and not less than a reasonable royalty under 35 U.S.C. §284;

D. For a finding that Defendants' patent infringement has been wanton and willful, such that Plaintiffs are entitled to receive up to three times the amount of damages defined in subparagraph C above;

E. For a finding that Plaintiffs' case against Defendants is exceptional, such that Plaintiffs are entitled to recover reasonable attorney fees pursuant to 35 U.S.C. §285; and

F. For such further relief as the Court may deem equitable, just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury.

Dated: March 30, 2017

/s/Steven M. Shape/
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Steven M. Shape
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CURV BRANDS, LLC and)	
CURV GROUP, LLC,)	Judge:
)	
Plaintiffs,)	Magistrate Judge:
)	
v.)	Civil Action No.:
)	
GOLDEAST LLC, and)	JURY DEMAND
JONATHAN PARK)	
)	
Defendant.)	

**LOCAL RULE 3.4 NOTICE OF CLAIMS
INVOLVING A PATENT**

Pursuant to Local Rule 3.4, Plaintiffs provide the information required by 35 U.S.C. §290:

The Plaintiffs are Curv Brands, LLC, and Curv Group, LLC, both Illinois limited liability companies, having a principal place of business at 800 Bonnie Lane, Elk Grove, Illinois 60007.

The first Defendant is 11th City, a California Corporation having a principal place of business at 303 Twin Dolphin Drive, Suite 600, Redwood City, California 94065.

The second Defendant is Goldeast LLC, a California limited liability company having a principal place of business at 19925 Stevens Creek Blvd., Suite 100, Cupertino, California 94104.

The third Defendant is Jonathan Park, an individual having a business address at 235 Montgomery Street, Suite 350, San Francisco, California 94104.

The patent-in-suit is U.S. Patent D705,533, entitled "Pocket Key Organizer." Michael Tunney is the sole inventor.

Dated: March 30, 2017

/s/Steven M. Shape/
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