

1 KILPATRICK TOWNSEND & STOCKTON LLP
Frederick L. Whitmer, *pro hac vice*
2 1114 Avenue of the Americas
New York, NY 10036
3 Email: fwhitmer@kilpatricktownsend.com
Telephone: (212) 775-8773
4 Facsimile: (212) 775-8821

5 Matthew C. Holohan, (SBN 239040)
Kent T. Dallow, *pro hac vice*
6 1400 Wewatta Street
Denver, CO 80202
7 Email: mholohan@kilpatricktownsend.com
kdallow@kilpatricktownsend.com
8 Telephone: (303) 571-4000
Facsimile: (303) 571-4321

9 A. James Isbester (SBN 129820)
10 Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
11 Email: jisbester@kilpatricktownsend.com
Telephone: (415) 273-4335
12 Facsimile: (415) 576-0300

13 Attorneys for Plaintiffs Hunter Douglas Inc. and Andrew J. Toti Testamentary Trust

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

17 HUNTER DOUGLAS, INC. and
18 ANDREW J. TOTI TESTAMENTARY
TRUST,

19 Plaintiffs,

20 v.

21 CHING FENG HOME FASHIONS CO.,
22 LTD.,

23 Defendant.

CASE NO. 3:17-CV-01069-RS

**PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR PATENT
INFRINGEMENT**

1 Plaintiffs Hunter Douglas, Inc. and Andrew J. Toti Testamentary Trust (collectively, the
2 “Plaintiffs”), by and through their attorneys Kilpatrick, Townsend & Stockton LLP and pursuant
3 to the Case Management Scheduling Order entered in this action (Dkt. No. 64), file this First
4 Amended Complaint for Patent Infringement against Defendant Ching Feng Home Fashions Co.,
5 Ltd., stating as follows:

6 **THE PARTIES**

7 1. Hunter Douglas, Inc. (“Hunter Douglas”) is a corporation organized and existing
8 under the laws of the State of Delaware, and has its principal place of business at 1 Blue Hill
9 Plaza, 20th Floor, Pearl River, New York 10965.

10 2. The Andrew J. Toti Testamentary Trust is a testamentary trust described and set
11 forth in an order dated September 9, 2009, by the Superior Court of California, County of
12 Stanislaus, Case No. 368364.

13 3. Upon information and belief, Defendant Ching Feng Home Fashions Co., Ltd.
14 (“Ching Feng”) is a corporation organized and existing under the laws of Taiwan, and has its
15 principal place of business at 373 Yen-Hai Road Section 4, Funan Tsun, Fuhsing Hsiang,
16 Changhwa Hsien, Taiwan.

17 **JURISDICTION AND VENUE**

18 4. This is an action for patent infringement arising under the Patent Laws of the
19 United States, 35 U.S.C. § 1 et seq., including but not limited to 35 U.S.C. §§ 271 and 281.

20 5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§
21 1331 and 1338(a).

22 6. Upon information and belief, Defendant Ching Feng has solicited business in the
23 State of Colorado, transacted business within the State of Colorado, and attempted to derive
24 financial benefits from residents of the State of Colorado, including benefits directly related to the
25 instant patent infringement cause of action set forth herein.

26 7. Upon information and belief, Defendant Ching Feng sells infringing products
27 throughout the United States through numerous retailers, including in this judicial district.

28 8. Upon information and belief, Defendant Ching Feng distributes infringing products

1 using warehousing facilities located in the United States. *See* **Exhibit D**.

2 9. Upon information and belief, Defendant Ching Feng's certain of product
3 development and design teams are located in the United States. *See* **Exhibit E**.

4 10. Upon information and belief, Defendant Ching Feng has placed infringing products
5 into the stream of commerce throughout the United States with the expectation that such products
6 will be and have been used by consumers in this judicial district, including but not limited to,
7 through operation of an interactive website that is available to persons in this judicial district,
8 which advertises, markets, and otherwise promotes the sale of infringing products.

9 11. Upon information and belief, this Court has personal jurisdiction over Defendant
10 Ching Feng by virtue of, among other things, direct sales by Ching Feng of the infringing products
11 in this judicial district. Ching Feng has agreed not to contest that this Court situated in the
12 Northern District of California has personal jurisdiction over Ching Feng in this action.

13 12. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c),
14 and § 1400 (b).

15 **FACTUAL BACKGROUND**

16 13. Hunter Douglas manufactures a full array of custom window covering products,
17 including roman shades, honeycomb or "cellular" shades, pleated shades, vertical blinds,
18 miniblinds, wood blinds, shutters, and window shadings, and is known as an innovator in the
19 custom window coverings industry.

20 14. U.S. Patent No. 9,359,814, entitled "Systems for Maintaining Window Covers"
21 (the "'814 Patent"), was duly and legally issued by the U.S. Patent and Trademark Office on June
22 7, 2016. A true and correct copy of the '814 Patent is attached hereto as **Exhibit A**.

23 15. The Andrew J. Toti Testamentary Trust is the lawful owner of all rights, title, and
24 interest in and to the '814 Patent. Hunter Douglas is the exclusive licensee of the '814 Patent in
25 the field of window covering products.

26 16. Upon information and belief, Ching Feng makes, uses, has made, offers for sale,
27 sells, and/or imports into the United States window coverings and cordless window blinds that
28 infringe one or more claims of the '814 Patent, including but not limited to Ikea Hoppvalls

1 Cellular Blind, Blind Saver Basics Light Filtering Cordless Cellular Shade, Blinds Max d/b/a
2 Gable Point LLC Phase II 3/8" Light Filtering Cordless Cellular Shade (the "Accused Products").
3 All of the Accused Products are window cover systems as claimed in the '814 Patent.

4 17. U.S. Patent No. 9,328,554, entitled "Spring Drive Systems for Window Covers"
5 (the "'554 Patent"), was duly and legally issued by the U.S. Patent and Trademark Office on May
6 3, 2016. A true and correct copy of the '554 Patent is attached hereto as **Exhibit B**.

7 18. The Andrew J. Toti Testamentary Trust is the lawful owner of all right, title, and
8 interest in and to the '554 Patent. Hunter Douglas is the exclusive licensee of the '554 Patent in
9 the field of window covering products.

10 19. Upon information and belief, Ching Feng makes, uses, has made, offers for sale,
11 sells, and/or imports into the United States window coverings and cordless window blinds (the
12 "Accused Products") that infringe one or more claims of the '554 Patent, including but not limited
13 to Ikea Hoppvalls Cellular Blind, Blind Saver Basics Light Filtering Cordless Cellular Shade,
14 Blinds Max d/b/a Gable Point LLC Phase II 3/8" Light Filtering Cordless Cellular Shade (the
15 "Accused Products"). All of the Accused Products are window cover systems as claimed in the
16 '554 Patent.

17 20. U.S. Patent No. 9,316,051, entitled "Window Cover System with Spring Drive
18 Arrangement" (the "'051 Patent"), was duly and legally issued by the U.S. Patent and Trademark
19 Office on April 19, 2016. A true and correct copy of the '051 Patent is attached hereto as **Exhibit**
20 **C**.

21 21. The Andrew J. Toti Testamentary Trust is the lawful owner of all right, title, and
22 interest in and to the '051 Patent. Hunter Douglas is the exclusive licensee of the '051 Patent in
23 the field of window covering products.

24 22. Upon information and belief, Ching Feng makes, uses, has made, offers for sale,
25 sells, and/or imports into the United States window coverings and cordless window blinds that
26 infringe one or more claims of the '051 Patent, including but not limited to Ikea Hoppvalls
27 Cellular Blind, Blind Saver Basics Light Filtering Cordless Cellular Shade, Blinds Max d/b/a
28 Gable Point LLC Phase II 3/8" Light Filtering Cordless Cellular Shade (the "Accused Products").

1 All of the Accused Products are window cover systems as claimed in the '051 Patent.

2 **COUNT I**

3 **(Infringement of U.S. Patent No. 9,359,814)**

4 23. Plaintiffs repeat and allege the preceding paragraphs as if fully set forth herein.

5 24. Ching Feng, alone and in conjunction with others, has infringed, and continues to
6 infringe, claims 1-2, 4-20, 23-24 of the '814 Patent in violation of 35 U.S.C. § 271(a) by making,
7 using, selling, offering to sell, and/or importing into the United States the Accused Product(s),
8 including, but not limited to Ikea Hoppvalls Cellular Blind, Blind Saver Basics Light Filtering
9 Cordless Cellular Shade, Blinds Max d/b/a Gable Point LLC Phase II 3/8" Light Filtering Cordless
10 Cellular Shade, and other similar shades.

11 25. Ching Feng, alone and in conjunction with others, has infringed, and continues to
12 infringe, claims 1-2, 6-20, 23-24 of the '814 Patent in violation of 35 U.S.C. § 271(a) by making,
13 using, selling, offering to sell, and/or importing into the United States the Accused Product(s),
14 including, but not limited to JC Penney Cut-to-Width 1½" Two Tone Cordless Blackout Cellular
15 Shade, and other similar shades.

16 26. Upon information and belief, Ching Feng has indirectly infringed, and continues to
17 indirectly infringe the above claims of the '814 Patent in violation of 35 U.S.C. § 271(b) by
18 inducing its customers to commit infringing acts by using, importing, selling and offering for sale
19 the Accused Products.

20 27. Upon information and belief, Ching Feng's past and continuing infringement has
21 been deliberate and willful, and this case is therefore an exceptional case, which warrants an
22 award of treble damages and attorneys' fees to Plaintiffs pursuant to 35 U.S.C. § 285. With regard
23 to the '814 Patent, Defendant was on constructive notice of its infringement due to Plaintiffs'
24 marking of their own products. Defendant's knowledge of its infringement is also based on the
25 filing of Plaintiffs' Complaint for Patent Infringement, which was filed on July 29, 2016. Ching
26 Feng has continued to make, use, sell, offer for sale, and/or import infringing products into the
27 United States despite knowing that there was an objectively high likelihood of infringement of the
28 '814 Patent. To the extent Ching Feng did not know of the objectively high likelihood of

1 infringement, it was so obvious that it should have been known to Ching Feng.

2 28. Unless enjoined by the Court, Ching Feng will continue to infringe the '814 Patent.

3 29. As a direct and proximate result of Ching Feng's conduct, Plaintiffs have suffered,
4 and will continue to suffer, irreparable harm for which they have no adequate remedy at law.

5 30. Unless this Court enjoins Ching Feng's infringing conduct, Plaintiffs will continue
6 to be irreparably harmed by Defendants' infringement of the '814 Patent.

7 **COUNT II**

8 **(Infringement of U.S. Patent No. 9,328,554)**

9 31. Plaintiffs repeat and allege the preceding paragraphs as if fully set forth herein.

10 32. Ching Feng, alone and in conjunction with others, has infringed, and continues to
11 infringe, claims 1, 4-8, 17-21, 24 of the '554 Patent in violation of 35 U.S.C. § 271(a) by making,
12 using, selling, offering to sell, and/or importing into the United States the Accused Product(s),
13 including, but not limited to JC Penney Cut-to-Width 1½" Two Tone Cordless Blackout Cellular
14 Shade, and other similar shades.

15 33. Upon information and belief, Ching Feng has indirectly infringed, and continues to
16 indirectly infringe the above claims of the '554 Patent in violation of 35 U.S.C. § 271(b) by
17 inducing its customers to commit infringing acts by using, importing, selling and offering for sale
18 the Accused Products.

19 34. Upon information and belief, Ching Feng's past and continuing infringement has
20 been deliberate and willful, and this case is therefore an exceptional case, which warrants an
21 award of treble damages and attorneys' fees to Plaintiffs pursuant to 35 U.S.C. § 285. With regard
22 to the '554 Patent, Defendant was on constructive notice of its infringement due to Plaintiffs'
23 marking of their own products. Defendant's knowledge of its infringement is also based on the
24 filing of Plaintiffs' Complaint for Patent Infringement, which was filed on July 29, 2016. Ching
25 Feng has continued to make, use, sell, offer for sale, and/or import infringing products into the
26 United States despite knowing that there was an objectively high likelihood of infringement of the
27 '554 Patent. To the extent Ching Feng did not know of the objectively high likelihood of
28 infringement, it was so obvious that it should have been known to Ching Feng.

1 35. Unless enjoined by the Court, Ching Feng will continue to infringe the '554 Patent.

2 36. As a direct and proximate result of Ching Feng's conduct, Plaintiffs have suffered,
3 and will continue to suffer, irreparable harm for which they have no adequate remedy at law.

4 37. Unless this Court enjoins Ching Feng's infringing conduct, Plaintiffs will continue
5 to be irreparably harmed by Defendants' infringement of the '554 Patent.

6 **COUNT III**

7 **(Infringement of U.S. Patent No. 9,316,051)**

8 38. Plaintiffs repeat and allege the preceding paragraphs as if fully set forth herein.

9 39. Ching Feng, alone and in conjunction with others, has infringed, and continues to
10 infringe, claims 1-3 of the '051 Patent in violation of 35 U.S.C. § 271(a) by making, using, selling,
11 offering to sell, and/or importing into the United States the Accused Product(s), including, but not
12 limited to JC Penney Cut-to-Width 1½" Two Tone Cordless Blackout Cellular Shade, and other
13 similar shades.

14 40. Upon information and belief, Ching Feng has indirectly infringed, and continues to
15 indirectly infringe the above claims of the '554 Patent in violation of 35 U.S.C. § 271(b) by
16 inducing its customers to commit infringing acts by using, importing, selling and offering for sale
17 the Accused Products.

18 41. Upon information and belief, Ching Feng's past and continuing infringement has
19 been deliberate and willful, and this case is therefore an exceptional case, which warrants an
20 award of treble damages and attorneys' fees to Plaintiffs pursuant to 35 U.S.C. § 285. With regard
21 to the '051 Patent, Defendant was on constructive notice of its infringement due to Plaintiffs'
22 marking of their own products. Defendant's knowledge of its infringement is also based on the
23 filing of Plaintiffs' Complaint for Patent Infringement, which was filed on July 29, 2016. Ching
24 Feng has continued to make, use, sell, offer for sale, and/or import infringing products into the
25 United States despite knowing that there was an objectively high likelihood of infringement of the
26 '051 Patent. To the extent Ching Feng did not know of the objectively high likelihood of
27 infringement, it was so obvious that it should have been known to Ching Feng.

28 42. Unless enjoined by the Court, Ching Feng will continue to infringe the '051 Patent.

1 43. As a direct and proximate result of Ching Feng’s conduct, Plaintiffs have suffered,
2 and will continue to suffer, irreparable harm for which they have no adequate remedy at law.

3 44. Unless this Court enjoins Ching Feng’s infringing conduct, Plaintiffs will continue
4 to be irreparably harmed by Defendants’ infringement of the ’051 Patent.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray:

7 A. For an injunction permanently restraining and enjoining Ching Feng (and its officers,
8 directors, employees, agents, servants, successors, assigns, and any and all persons in privity or in
9 concert with them, directly or indirectly) from infringing any of the claims of the ’814 Patent, the
10 ’554 Patent, and/or the ’051 Patent in any manner;

11 B. For judgment that one or more claims of the ’814 Patent, the ’554 Patent, and/or the
12 ’051 Patent has been infringed by Ching Feng;

13 C. For damages adequate to compensate Plaintiffs for Ching Feng’s infringement, and
14 in no event less than a reasonable royalty, together with costs, prejudgment and post-judgment
15 interest thereon;

16 D. Declaring that Ching Feng’s infringement of the ’814 Patent, the ’554 Patent, and/or
17 the ’051 Patent is willful and deliberate pursuant to 35 U.S.C. § 284.

18 E. Declaring this an exceptional case under 35 U.S.C. § 285 and awarding attorneys’
19 fees and trebling of damages; and

20 F. For such other and further relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Pursuant to Fed. R. Civ. P. 38, Plaintiffs hereby demand a trial by jury of all issues so
23 triable.

24 DATED: June 29, 2017

Respectfully submitted,

26 KILPATRICK TOWNSEND & STOCKTON LLP

27 By: *s/ Frederick L. Whitmer*

28 KILPATRICK TOWNSEND & STOCKTON LLP
Frederick L. Whitmer, *pro hac vice*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1114 Avenue of the Americas
New York, NY 10036
Email: fwhitmer@kilpatricktownsend.com
Telephone: (212) 775-8773
Facsimile: (212) 775-8821

Matthew C. Holohan, (SBN 239040)
Kent T. Dallow, *pro hac vice*
1400 Wewatta Street
Denver, CO 80202
Email: mholohan@kilpatricktownsend.com
kdallow@kilpatricktownsend.com
Telephone: (303) 571-4000
Facsimile: (303) 571-4321

A. James Isbester (SBN 129820)
Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
Email: jisbester@kilpatricktownsend.com
Telephone: (415) 273-4335
Facsimile: (415) 576-0300

Attorneys for Plaintiffs Hunter Douglas Inc. and Andrew J. Toti
Testamentary Trust