

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

STANDARD TEXTILE CO., INC.,

Plaintiff,

vs

J&R UNITED INDUSTRIES, INC.,

Defendant.

PLAINTIFF, STANDARD TEXTILE CO., INC.'S COMPLAINT AND JURY DEMAND

Plaintiff, Standard Textile Co., Inc. ("Standard Textile") complains against Defendant, J&R United Industries, Inc. ("J&R"), as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement that arises under the Patent Act of the United States, Title 35, United States Code.

THE PARTIES

2. Standard Textile is an Alabama corporation having its principal place of business at One Knollcrest Drive, Cincinnati, OH 45237.

3. Upon information and belief, J&R is a Florida corporation having its principal place of business at 6100 Hollywood Boulevard, Suite 312, Hollywood, FL 33024.

JURISDICTION AND VENUE

4. Federal question jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Personal jurisdiction over J&R is proper in this Court because J&R is a resident of the state of Florida, and specifically, J&R resides in this judicial district.

6. Venue in this Court is proper under 28 U.S.C. § 1400(b) because J&R is incorporated in the state of Florida, with its headquarters in this judicial district.

BACKGROUND FACTS

7. Standard Textile is the owner, by assignment, of U.S. Patent No. 7,017,207, entitled “Size Identification System for Bed Sheets and the Like” (“the ’207 patent”), which was issued by the U.S. Patent and Trademark Office on March 28, 2006. See Exhibit A.

8. Generally, the ’207 patent discloses a device, and methods of making the same, that “provides a size-indicating system for linens, such as bed sheets and the like[.]” Col. 1, ll. 45-47. For example, “the size indication is accomplished by including a yarn having a predetermined color as one of the warp or filling yarns during the weaving of the fabric, with the color being correlated to an intended size of the bed sheet to be made therefrom.” Col. 1, ll. 51-55. “The yarn is positioned so that it will be visible in the formed sheet, so as to indicate the size thereof to those who subsequently handle the sheet.” Col. 1, ll. 55-57. The positioning is often located in the selvage of the sheet or other item. Col. 1, ll. 60-65.

9. The ’207 patent includes, among others, independent claim 10, which recites:

10. A bed sheet including an integrally woven size indicator, comprising:

a plurality of warp yarns and filling yarns simultaneously woven together, at least one of the warp yarns having a

predetermined color correlated to the size of the bed sheet,

the colored warp yarn being of a similar composition to the plurality of warp yarns and being located in a selvage proximate a lengthwise edge of the bed sheet, with at least a portion of the colored warp yarn being visible to the naked eye,

whereby a person readily may determine the size of the bed sheet by looking at the visible portion of the colored warp yarn.

Col. 5, l. 57—Col. 6, l. 3.

10. Standard Textile sells bed sheets implementing the technology covered by the '207 patent under the registered trademark EZ ID®.

11. On information and belief, J&R is, among other activities, engaged in the manufacture, use, sale, offer for sale and/or importation of bed sheets, including bed sheets labeled “Made Exclusively for HILTON Worldwide” (“Hilton Exclusive Bed Sheets”).

12. On information and belief, the Hilton Exclusive Bed Sheet contains each and every element of at least claim 10 of the '207 patent, and, therefore, infringes at least one claim of the '207 patent.

COUNT I - INFRINGEMENT OF U.S. PATENT NO. 7,017,207

13. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.

14. This is a cause of action for direct patent infringement under 35 U.S.C. § 271(a).

15. On information and belief, J&R infringed and continues to infringe at least claim 10 of the '207 patent by its manufacture, use, offer for sale, sale and/or

importation into the United States of bed sheets, including those referred to as the Hilton Exclusive Bed Sheets.

16. A comparison of physical exemplars of the Hilton Exclusive Bed Sheets with the elements of claim 10 above demonstrates that the Hilton Exclusive Bed Sheets infringe at least claim 10 of the '207 patent.

17. As can be seen in the images of the Hilton Exclusive Bed Sheets below, the Hilton Exclusive Bed Sheets comprise a plurality of warp yarns and filling yarns simultaneously woven together, where at least one of the warp yarns has a predetermined color correlated to the size of the bed sheet. This colored yarn is located in a selvage proximate a lengthwise edge of the bed sheet and is visible to the naked eye, whereby a person readily may determine the size of the bed sheet from the visible portion of the colored yarn.



18. On August 16, 2017, counsel for Standard Textile sent a letter to J&R informing J&R that the Hilton Exclusive Bed Sheets appear to infringe at least claim 10 in the '207 patent, and demanding that J&R cease and desist from all manufacture, use,

sale, offer for sale and/or importation of the infringing bed sheets. See Exhibit B. Standard Textile also advised J&R that Standard Textile also believed that J&R, or its supplier, likely manufactures the Hilton Exclusive Bed Sheet in a manner that infringes the method claims recited as independent claims 1, 11, or 16.

19. On August 31, 2017, counsel for J&R responded to Standard Textile's August 16 letter, stating that J&R was "evaluating the Standard Textile patent and any applicability to J&R's 'Hilton Exclusive Bed Sheets,'" and that such "analysis will not be completed until early September." See Exhibit C.

20. However, to date, J&R has not responded to Standard Textile's claims that the Hilton Exclusive Bed Sheets infringe the '207 patent, nor has J&R ceased infringing the '207 patent.

21. Based on the foregoing, J&R's continued manufacture, use, sale, offer for sale, and/or importation of the Hilton Exclusive Bed Sheets constitutes willful infringement, as it was known or should have been known by J&R that making, using, selling, offering for sale, and/or importing constituted infringement, or highly likely constituted infringement, of at least claim 10 of the '207 patent.

22. Based on the foregoing, the acts of infringement complained of herein, i.e., infringement of at least claim 10 of the '207 patent, are being carried out willfully and with full knowledge by J&R of the '207 patent.

23. As a result of J&R's infringement, Standard Textile has suffered and continues to suffer substantial injury, including irreparable injury, that will result in damages to Standard Textile.

24. On information and belief, the irreparable injury resulting from J&R's acts of infringement will continue unless enjoined by the Court.

PRAYER FOR RELIEF

WHEREFORE, Standard Textile prays for relief against J&R as follows:

A. That the Court enter judgment that J&R infringes at least claim 10 of United States Patent No. 7,017,207;

B. That the Court preliminarily and permanently enjoin J&R, its agents, sales representatives, servants and employees, associates, attorneys, parents, successors and assigns, and any and all persons or entities acting at, through, under or in active concert or participation with any or all of them, from infringing United States Letters Patent No. 7,017,207;

C. That the Court enter judgment requiring J&R to account for all infringing acts and to pay over to Standard Textile any and all damages sustained by Standard Textile due to J&R's acts of infringement, and that the Court treble such damages pursuant to 35 U.S.C. § 284 for the willful acts of infringement complained of herein;

D. That the Court determine that this case is exceptional under 35 U.S.C. § 285 and award to Standard Textile its reasonable attorney fees;

E. That the Court award Standard Textile all costs and prejudgment interest on all damages;

F. That the Court order Defendant to file with the Court within 30 days after entry of final judgment a written statement under oath setting forth in detail the manner in which Defendant complied with the judgment; and

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G. That the Court award Standard Textile such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff Standard Textile Co., Inc. hereby demands and requests trial by jury of all issues raised that are triable by jury.

[signature on following page]

Date: September 18, 2017

Respectfully submitted,

LOTT & FISCHER, PL

s/ Ury Fischer

Ury Fischer
Florida Bar No. 048534
E-mail: ufischer@lottfischer.com
Noah H. Rashkind
Florida Bar No. 021945
E-mail: nrashkind@lottfischer.com
Nicholas Camillo
Florida Bar No. 125364
E-mail: ncamillo@lottfischer.com
255 Aragon Avenue, Third Floor
Coral Gables, Florida 33134
Telephone: (305) 448-7089
Facsimile: (305) 446-6191

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WOOD, HERRON & EVANS, L.L.P.

Charles H. Brown, III*
E-mail: cbrown@whe-law.com
Paul J. Linden*
E-mail: plinden@whe-law.com
441 Vine Street
2700 Carew Tower
Cincinnati, Ohio 45202-2917
Telephone: (513) 241-2324
Facsimile: (513) 241-6234

**To be admitted Pro Hac Vice*

Attorneys for Plaintiff