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6 Attorneys for Plaintiff
7 Bragel International, Inc.

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 BRAGEL INTERNATIONAL, INC., A
11 CALIFORNIA CORPORATION,

12 PLAINTIFF,

13 vs.

14 KOHL'S DEPARTMENT STORES,
15 INC., A DELAWARE
16 CORPORATION; MAIDENFORM
17 LLC, A DELAWARE LIMITED
18 LIABILITY COMPANY; COCONUT
19 GROVE PADS, INC., A CANADIAN
CORPORATION; AND DOES 1 – 10,
INCLUSIVE

20 DEFENDANTS.
21

Case No.: 2:17-cv-7414

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

22
23 Plaintiff Bragel International, Inc. ("Plaintiff" or "Bragel") through its
24 undersigned attorneys, complain as follows:

25 **COMPLAINT FOR PATENT INFRINGEMENT**

- 1 1. Bragel is a leading manufacturer and seller of women’s intimates,
2 particularly breast form enhancers and bras under the product line Nubra.
3 In 2006, the U.S. Patent and Trademark Office issued to Bragel U.S. Patent
4 No. 6,780,081 for a “Backless, Strapless Bra” (the “‘081” Patent).
- 5 2. Defendants Kohl’s Department Stores, Inc., a Delaware corporation,
6 Maidenform LLC, a Delaware limited liability company, and Coconut
7 Grove Pads, Inc., a Canadian corporation (hereinafter “Defendants”) has
8 knowingly, blatantly and willfully misappropriated Bragel’s intellectual
9 property rights. Through the sales of its “Maidenform Bra: Front-Close
10 Backless Strapless Adhesive Bra”, Defendants are willfully infringing on
11 Bragel’s ‘081 patent.
- 12 3. By this action, Bragel seeks to put a stop to the Defendants’ unlawful
13 conduct and obtain compensation for the violations that have occurred thus
14 far.

15 **JURISDICTION**

- 16 4. This is an action for patent infringement pursuant to 35 U.S.C. Section 271
17 and 281. This Court has jurisdiction pursuant to 28 U.S.C. Sections 1331
18 and 1338.
- 19 5. Plaintiff is informed and believes, and thereon alleges that venue is proper
20 in this judicial district under 28 U.S.C. Sections 1391(b), 1391(c), 1391(d),
21 and 1400 (b), including because Defendants have committed acts of
22 infringement in this district and has a regular and established place of
23 business in this district.

24
25 **COMPLAINT FOR PATENT INFRINGEMENT**

1 6. This Court has personal jurisdiction over Defendants because, among other
2 things, Defendants have a continuous, systematic, and substantial presence
3 within this judicial district. For instance, by selling and offering for sale
4 infringing products in this judicial district, including but not limited to
5 selling infringing products directly to consumers and/or retailers in this
6 district and selling into the stream of commerce knowing such products
7 would be sold in California and specifically this district, Defendant's
8 Further, Defendants facilitate offers for sale of Infringing Products in this
9 District, Defendants' acts form a substantial part of the events or omission
10 giving rise to Plaintiff's claims.

11 **PARTIES**

12 7. Plaintiff is a corporation organized and existing under the laws of the State
13 of California, having a principal place of business at 3833 Pomona Blvd,
14 Pomona, California.

15 8. Plaintiff is informed and believes, and thereon alleges that Defendant
16 Kohl's Department Stores, Inc., is a Delaware corporation organized and
17 existing under the laws of the State of Delaware, with a principal place of
18 business located at N56 W17000 Ridgewood Dr., Menomonee Falls, WI
19 53051.

20 9. Plaintiff is informed and believes, and thereon alleges that Defendant
21 Maidenform LLC, is a Delaware corporation organized and existing under
22 the laws of the State of Delaware, with a principal place of business located
23 at 1000 East Hanes Mill Rd., Winston-Salem, NC 27105.

1 10. Plaintiff is informed and believes, and thereon alleges that Defendant
2 Coconut Grove Pads, Inc., is a Canadian corporation organized and existing
3 under the laws of the province of Ontario, with a principal place of business
4 located at 525 Denison St. Unit 1, Markham, ON L3R 1B8, Canada.

5 11. The true names and capacities of other unidentified Defendants, currently
6 sued as DOE Defendants 1- 10, are presently unknown to Plaintiff. Plaintiff
7 will later seek leave of this Court to amend this Complaint accordingly,
8 after reasonable discovery is conducted.

9 **FACTUAL BACKGROUND**

10 12. Plaintiff has been engaged and is presently engaged in the design and
11 distribution of strapless bras and attachable breast forms. Plaintiff's
12 products are sold throughout the United States and in many foreign
13 countries including the People's Republic of China, Hong Kong, Europe,
14 and Canada.

15 13. On August 2, 2002, Plaintiff filed a U.S. patent application directed to its
16 attachable breast form enhancement system. It issued as U.S. Patent
17 6,780,081 B2 (the "'081 Patent") on August 24, 2004 and is titled
18 "Backless, Strapless Bra." A true and correct copy of the '081 Patent is
19 attached as Exhibit 1.

20 ***The '081 Patent at Issue***

21 14. Bragel holds all interest in and title to the '081 Patent, including the right to
22 sue for past and current damages relating to infringement.

23 15. Claim 1 of the '081 patent recites the following limitations:

24 An improved backless, strapless bra comprising:

25 **COMPLAINT FOR PATENT INFRINGEMENT**

1 a pair of bra cups, wherein each bra cup comprises:

2 a concave interior surface, the interior surface facing towards a user's
3 breast, and an exterior surface facing opposite the interior surface,
4 wherein substantially the entire interior surface from edge to edge
5 comprises a pressure sensitive adhesive layer disposed thereon for
6 adjoining the bra cup to the user's breast;

7 a thermoplastic film material supporting the pressure sensitive
8 adhesive layer;

9 an outer side facing towards the user's armpit, and an inner side
10 facing opposite the outer side, wherein the bra cup is secured to
11 the user's breast solely by the pressure sensitive adhesive layer;
12 and

13 a connector adapted to adjoin the bra cups, wherein the connector is
14 positioned between the inner sides of each of the bra cups.

15 16.Claim 4 of the '081 Patent recites the following limitations:

16 The bra of claim 1 wherein a woven fabric material defines the interior
17 surface.

18 17.Claim 6 of the '081 Patent recites the following limitations:

19 The bra of claim 1 wherein the connector comprises a first portion attached
20 to one of the bra cups and a second portion attached to the other of the bra
21 cups, and the first portion and the second portion are adapted to
22 cooperatively engage.

23 18.Claim 11 of the '081 Patent recites the following limitations:
24
25

1 The bra of claim 1 wherein the pressure sensitive adhesive layer has an
2 adhesion force to the interior surface of the bra cups that is greater than a
3 cohesion force to the user's skin.

4 19.Claim 12 of the '081 Patent recites the following limitations:

5 The bra of claim 11 wherein the pressure sensitive adhesive layer is
6 permanently grown to the interior surface of the bra cups.

7 20.The '081 Patent is valid and subsisting.

8 ***The Infringing Products***

9 21.Defendants have sold and offered for sale in this District and elsewhere, and
10 continue to sell and offer for sale in this District and elsewhere, without the
11 consent or authorization of Plaintiff, the "Maidenform Bra: Front-Close
12 Backless Strapless Adhesive Bra" product, that are covered by at least
13 claims 1, 4, 6, 11, and 12 of the '081 Patent (the "Infringing Products").

14 22.Defendants sells and offers to sell the Infringing Products that infringe the
15 '081 Patent in their online retail store, www.Kohls.com.

16 23.A true and correct copy of Infringing Products listed on Defendants'
17 www.Kohls.com website is attached as Exhibit 2.

18 24.Plaintiff is informed and believes, and thereon alleges Defendants sell the
19 Infringing Products in their brick and mortar retail Kohl stores.

20 25.Defendants sells and offers sell and offer to sell the Infringing Products that
21 infringe the '081 Patent through the www.amazon.com website.

22 26.A true and correct copy of Infringing Products listed on Defendants'
23 www.amazon.com website is attached as Exhibit 3.

1 27.Plaintiff is informed and believes, and thereon alleges Defendants sell the
2 Infringing Products in their brick and mortar retail Maidenform stores.

3 28.Defendants makes, uses, sells, offers for sale and/or imports into the United
4 States the Infringing Products.

5 29.The Infringing Product is a backless, strapless bra.

6 30.The Infringing Product comprises a pair of bra cups.

7 31.The bra cups of the Infringing Products each comprises a thermoplastic film
8 material supporting the pressure sensitive adhesive layer.

9 32.The bra cups of the Infringing Products each comprises a concave interior
10 surface facing towards a user's breast.

11 33.A woven fabric material defines the interior surface of the Infringing
12 Products.

13 34.The bra cups of the Infringing Products each comprises a connector adapted
14 to adjoin the bra cups, wherein the connector is positioned between the
15 inner sides of each bra cup.

16 **FIRST CLAIM FOR RELIEF**

17 **(Patent Infringement)**

18 35.Plaintiff restates and incorporates by reference the allegations asserted in
19 each of the preceding paragraphs, as though fully set forth herein.

20 36.Defendants, by themselves or in concert with others, have made, used, sold
21 or offered to sell, and continue to make, use, sell or offer to sell, in this
22 District and elsewhere in the United States, the Infringing Products which
23

1 infringe the '081 Patent. The Infringing Products has no substantial, non-
2 infringing use.

3 37. Defendants' "Maidenform Bra: Front-Close Backless Strapless Adhesive
4 Bra" has infringed on claims 1, 4, 6, 11 and 12 of the '081 patent in the
5 following manner:

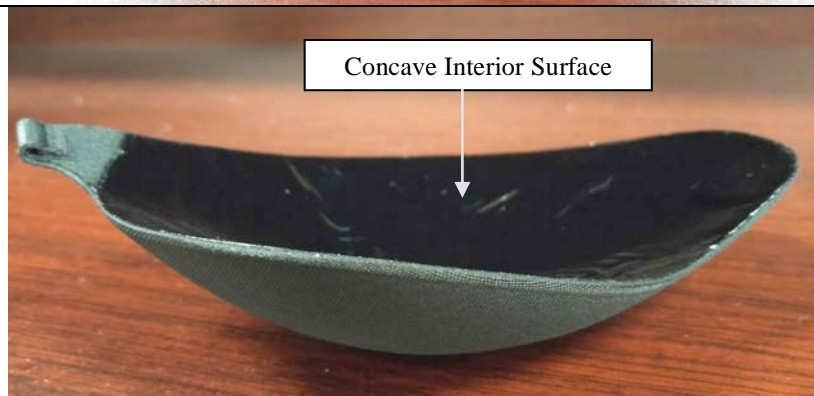
6 **Claim 1:** An improved
7 backless, strapless bra
8 comprising:



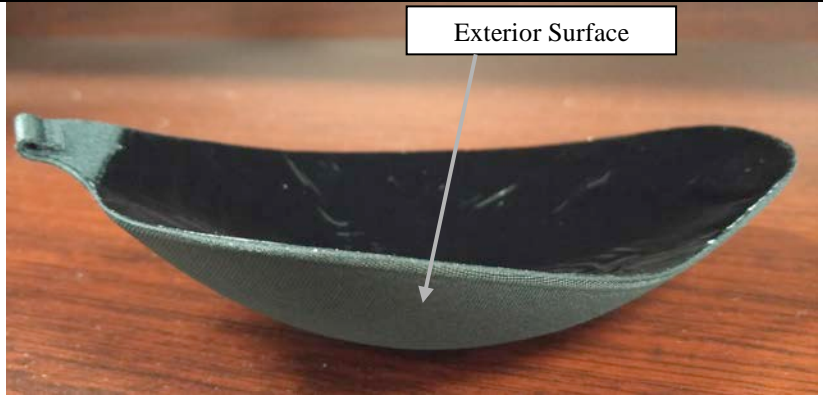
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10
11 a pair of bra cups,
12 wherein each bra cup
13 comprises:



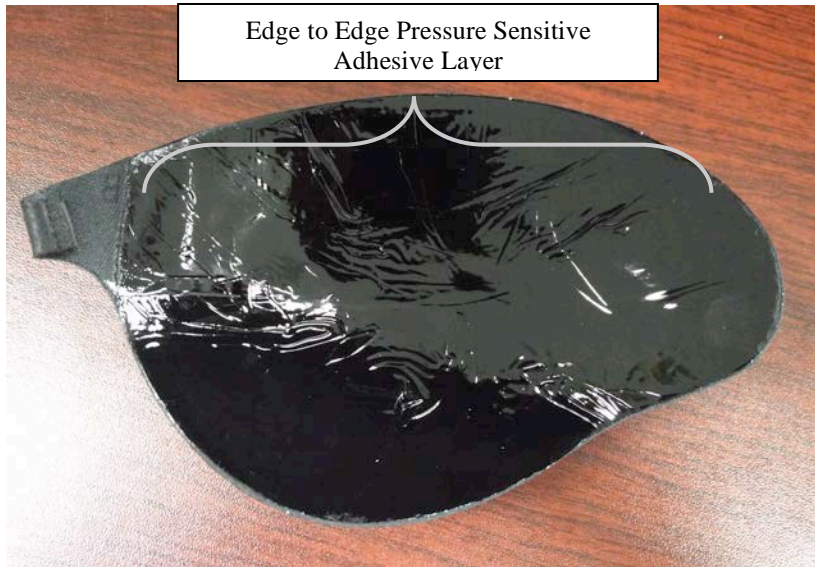
14
15 a concave interior
16 surface, the interior
17 surface facing towards a
18 user's breast,



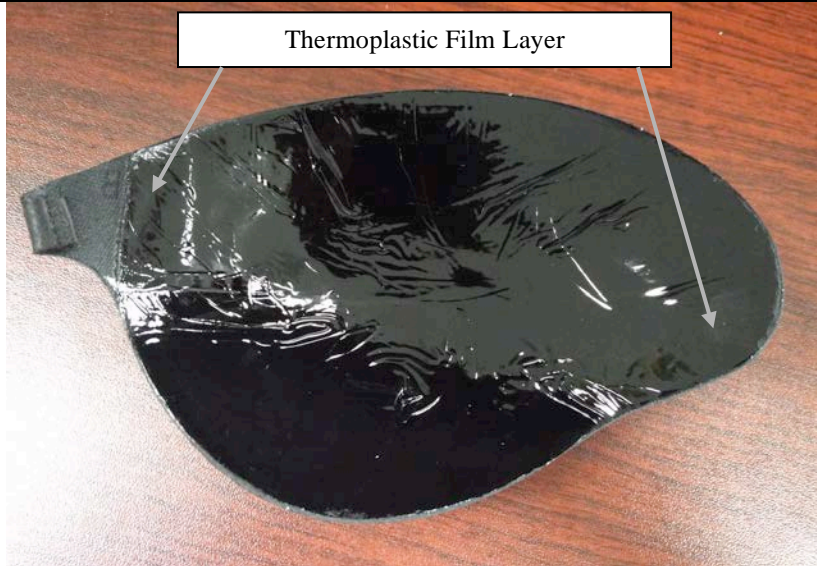
1 and an exterior surface
2 facing opposite the
3 interior surface,



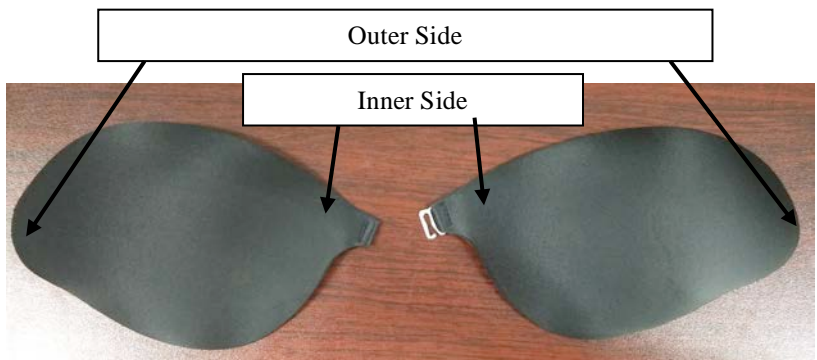
7 wherein substantially
8 the entire interior
9 surface from edge to
10 edge comprises a
11 pressure sensitive
12 adhesive layer disposed
13 thereon for adjoining
14 the bra cup to the user's
15 breast;



1 a thermoplastic film
2 material supporting the
3 pressure sensitive
4 adhesive layer;

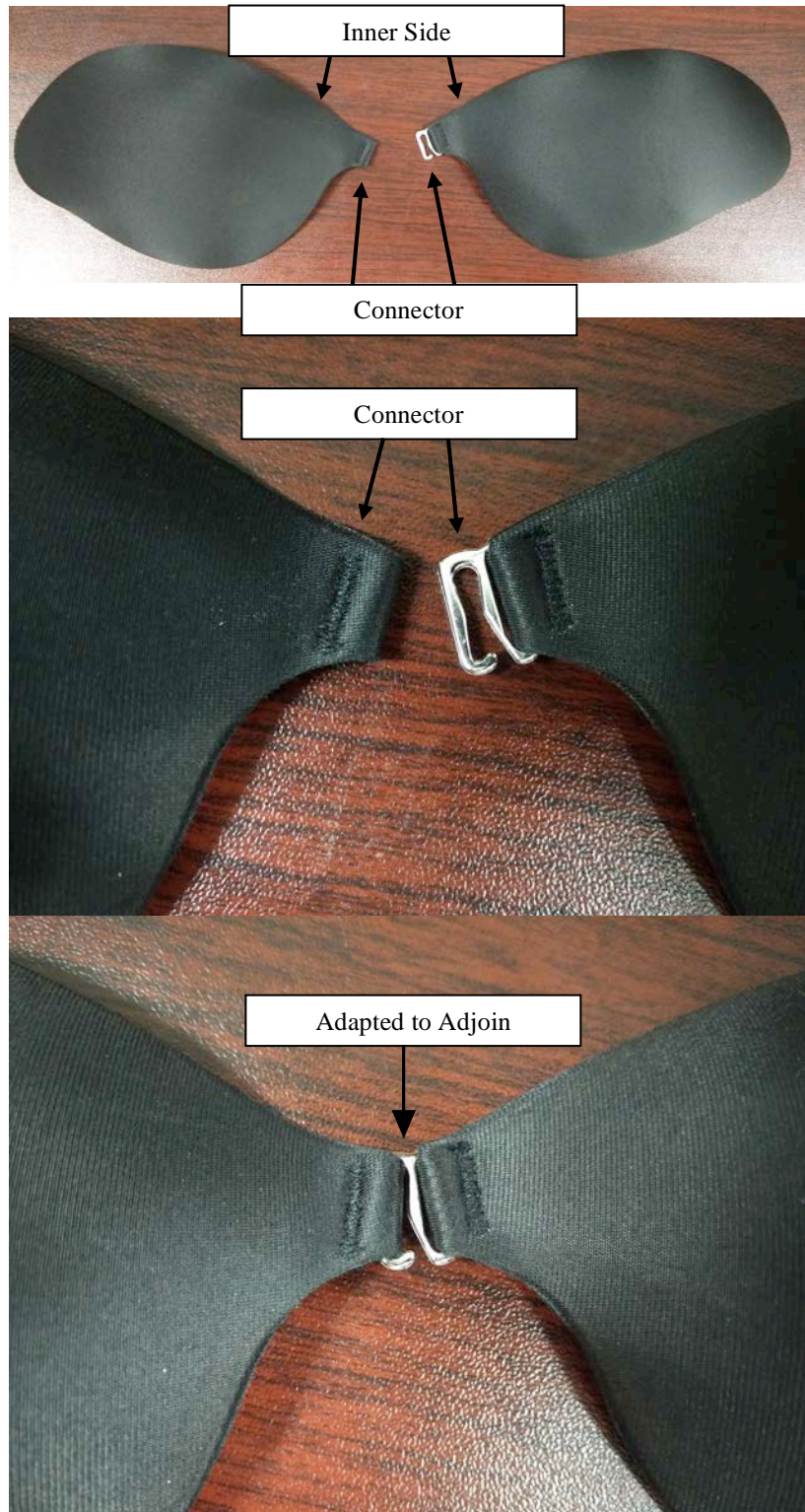


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9 an outer side facing
10 towards the user's
11 armpit, and an inner
12 side facing opposite the
13 outer side, wherein the
14 bra cup is secured to the
15 user's breast solely by
16 the pressure sensitive
17 adhesive layer;



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25 **COMPLAINT FOR PATENT INFRINGEMENT**

1 and a connector adapted
2 to adjoin the bra cups,
3 wherein the connector is
4 positioned between the
5 inner sides of each of
6 the bra cups.

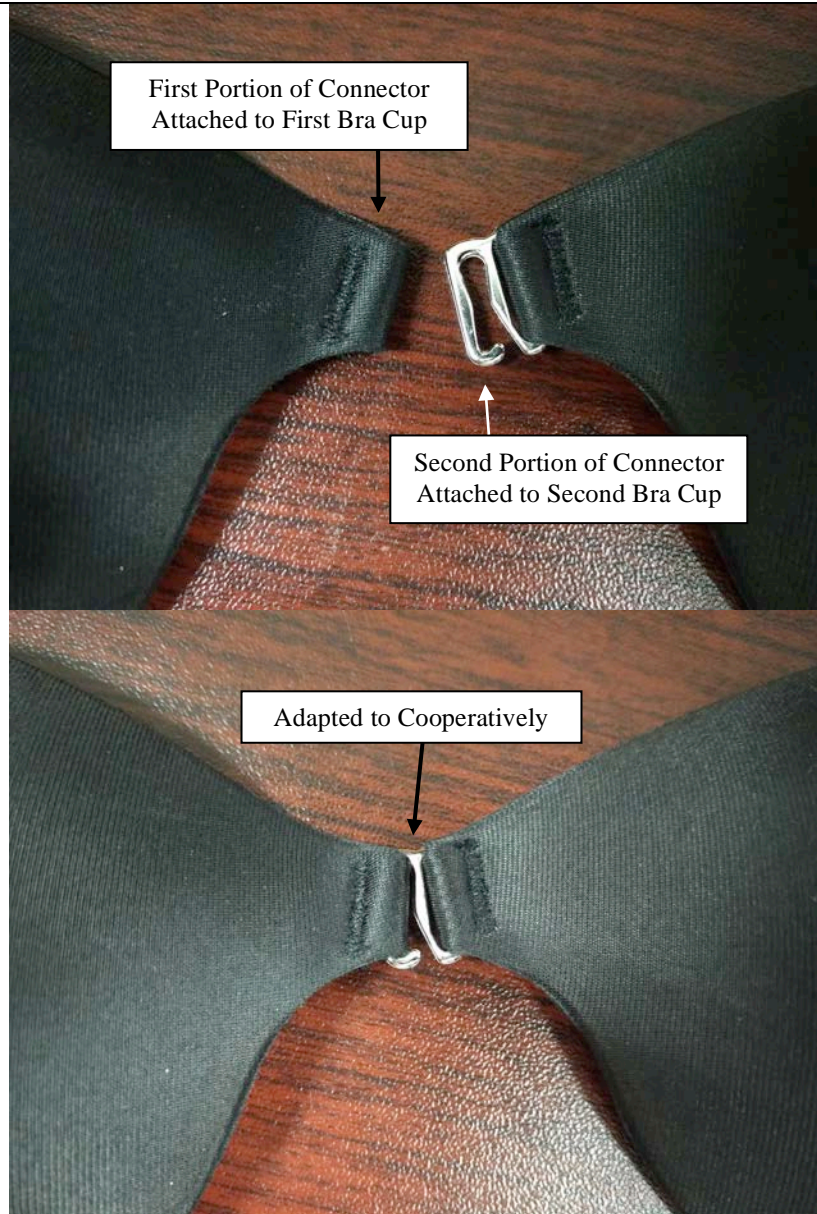


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COMPLAINT FOR PATENT INFRINGEMENT

1 **Claim 4:** The bra of
2 claim 1 wherein a
3 woven fabric material
4 defines the interior
5 surface.
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1 **Claim 6:** The bra of
 2 claim 1 wherein the
 3 connector comprises a
 4 first portion attached to
 5 one of the bra cups and
 6 a second portion
 7 attached to the other of
 8 the bra cups, and the
 9 first portion and the
 10 second portion are
 11 adapted to cooperatively
 12 engage.



19 **Claim 11:** The bra of
 20 claim 1 wherein the
 21 pressure sensitive
 22 adhesive layer has an
 23 adhesion force to the
 24

The bra is reusable, implying that the pressure sensitive adhesive layer remains sticky through multiple uses. As such, the pressure sensitive adhesive layer must have a greater adhesion force to the interior surface of the bra than the cohesion force

1 interior surface of the
2 bra cups that is greater
3 than a cohesion force to
4 the user's skin.

to the user's skin, otherwise the pressure sensitive
adhesive layer would wear out, leaving residue
sticking to the user. There is no residue left on the
user's skin after use.

5 **Claim 12:** The bra of
6 claim 11 wherein the
7 pressure sensitive
8 adhesive layer is
9 permanently grown to
10 the interior surface of
11 the bra cups.



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15 38. The alleged infringing acts of Defendants are without right, license, or
16 authorization from Plaintiff.

17 39. By their aforesaid acts, Defendants has infringed the '081 Patent entitling
18 Plaintiff to relief pursuant to 35 U.S.C. Section 271.

19 40. Defendants has had actual or constructive notice of the existence of
20 the '081 Patent and despite such notice have continued to engage in acts of
21 infringement.

22 41. Defendants has gained profits by virtue of their infringement of the '081
23 Patent.

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25 **COMPLAINT FOR PATENT INFRINGEMENT**

1 42. As a direct result of Defendants' acts complained of herein, Plaintiff has
2 been actually damaged and irreparably harmed and Defendants have been
3 unjustly enriched, to an extent not presently ascertained, which damage,
4 harm and enrichment will continue until enjoined by order of this Court.

5 43. Defendants' infringement is and has been willful and Plaintiff is entitled to
6 enhanced damages against Defendants.

7 44. This is an exceptional case and Plaintiff is entitled to an award of its
8 attorneys' fees.

9 **ADDITIONAL CAUSES OF ACTION RESERVED**

10 45. Plaintiff restates and incorporates by reference its previous allegations as if
11 fully set forth herein.

12 46. Plaintiff is continuing its investigation as to whether Defendants and certain
13 affiliated entities and/or individuals are also infringing other intellectual
14 property belonging to Plaintiff. Plaintiff reserves its right to amend its
15 Complaint to add claims after the discovery on such issues.

16 47. Plaintiff also intends to seek discovery to ascertain the names of other
17 entities and/or individuals that are affiliated and operate with Defendants in
18 committing the wrongs alleged above. Plaintiff intends to amend its
19 Complaint to add claims against these entities and/or individuals pending
20 discovery on such issues.

21 48. Plaintiff also reserves the right to otherwise amend its Complaint and/or add
22 parties, to the extent permitted by the Court's scheduling order and by the
23 Federal Rules of Civil Procedure.

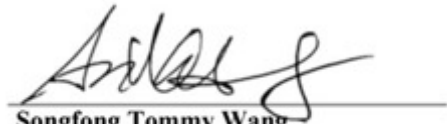
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25 **COMPLAINT FOR PATENT INFRINGEMENT**

- 1 5. For judgment that the case is exceptional and an aware of reasonable
2 attorneys' fees, expenses, expert fees and other costs incurred in this action
3 under 35 U.S.C. § 285; and
4 6. For such other or further relief as the Court may deem just and proper.
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6 DATED: October 10, 2017

Respectfully submitted,

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9 Songfong Tommy Wang
Wang IP Law Group, P.C.

10 Attorneys for Plaintiff,
Bragel International, Inc.
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