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11 Attorneys for Plaintiff/Counter-Defendant  
**HOLLY HUNT ENTERPRISES, INC.**

12  
13 IN THE UNITED STATES DISTRICT COURT  
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
15 WESTERN DIVISION

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17 HOLLY HUNT ENTERPRISES, INC.,  
an Illinois corporation,  
18 Plaintiff/Counter-Defendant,  
19 v.  
20 JL DESIGN INC. d/b/a OLIVYA  
21 STONE d/b/a  
WWW.OLIVYASTONE.COM, a  
22 California corporation, NEVEN  
23 ZEREMSKI, an individual, and JENNA  
GAYE LEE, an individual,  
24 \_\_\_\_\_  
Defendants/Counter-Plaintiff.  
25 AND RELATED COUNTER-CLAIMS  
\_\_\_\_\_

Civil Action No.  
2:18-cv-08218-GW (MRWx)  
**SECOND AMENDED  
COMPLAINT FOR PATENT  
INFRINGEMENT, FALSE  
DESIGNATION OF ORIGIN,  
FALSE ADVERTISING, AND  
UNFAIR COMPETITION**  
**DEMAND FOR JURY TRIAL**

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1 Plaintiff Holly Hunt Enterprises, Inc. (“HH”) hereby complains of JL  
2 Design Inc. d/b/a Olivya Stone d/b/a [www.olivyastone.com](http://www.olivyastone.com) (“Olivya Stone”),  
3 Neven Zeremski, and Jenna Gaye Lee (collectively, “Defendants”) and alleges  
4 as follows:

5 **JURISDICTION AND VENUE**

6 1. This Court has original subject matter jurisdiction over the claims  
7 in this action that relate to patent infringement, trade dress infringement, false  
8 designation of origin, false advertising, and federal unfair competition pursuant  
9 to 35 U.S.C. §§ 271 and 281, 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C.  
10 §§ 1116(a), 1121(a), and 1125(a), as these claims arise under the laws of the  
11 United States. The Court has supplemental jurisdiction over the claims in this  
12 Complaint which arise under state statutory and common law pursuant to 28  
13 U.S.C. § 1367(a) because the state law claims are so related to the federal claims  
14 that they form part of the same case or controversy and derive from a common  
15 nucleus of operative facts.

16 2. This Court has personal jurisdiction over Defendants because  
17 Defendants each reside in this judicial district, and each of the Defendants has a  
18 continuous, systematic, and substantial presence within this judicial district. For  
19 example, Defendants have been selling and offering for sale infringing products  
20 in this judicial district, including but not limited to selling infringing products  
21 directly to consumers and/or retailers in this district and selling products into the  
22 stream of commerce knowing such products would be sold in California and this  
23 district. These acts form a substantial part of the events or omissions giving rise  
24 to HH’s claims.

25 3. HH is informed and believes and based thereon alleges that venue  
26 is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (d), and  
27 1400(b) because each of the Defendants resides in this judicial district, has a  
28 principal place of business located within this district, and because each of the

1 Defendants has committed acts of infringement by selling and/or offering to sell  
2 infringing products in this district.

3 **THE PARTIES**

4 4. Plaintiff HH is a corporation organized and existing under the laws  
5 of the State of Illinois, having its principal place of business at 801 West Adams  
6 Street, Suite 700, Chicago, Illinois 60607.

7 5. HH is informed and believes, and based thereon alleges, that  
8 Defendant JL Design Inc. d/b/a Olivya Stone d/b/a www.olivyastone.com is a  
9 corporation organized and existing under the laws of the State of California,  
10 having its principal place of business at 645 N Harper Avenue, Los Angeles,  
11 California 90048.

12 6. HH is informed and believes, and based thereon alleges, that  
13 Defendant Neven Zeremski is an individual who resides in this judicial district  
14 at 645 N Harper Avenue, Los Angeles, California 90048.

15 7. HH is informed and believes, and based thereon alleges, that  
16 Defendant Jenna Gaye Lee is an individual who resides in this judicial district at  
17 645 N Harper Avenue, Los Angeles, California 90048.

18 **GENERAL ALLEGATIONS**

19 8. HH has pioneered a variety of innovations in luxury home  
20 furnishings, and is a leader in the design and production of custom made  
21 products, including indoor and outdoor furniture, lighting, rugs, textiles, and  
22 leathers.

23 9. HH has been actively engaged in the manufacture and sale of high  
24 quality furniture since at least 1983. HH is the manufacturer and retailer of  
25 several lines of furniture that have enjoyed substantial success and are protected  
26 by various intellectual property rights owned by HH.

27 10. On November 22, 2016, the United States Patent and Trademark  
28 Office (“USPTO”) duly and lawfully issued United States Design Patent No.

1 D772,472 (“the D772 Patent”), titled “Table Lamp.” HH is the owner by  
2 assignment of all right, title, and interest in the D772 Patent. A true and correct  
3 copy of the D772 Patent is attached hereto as **Exhibit 1**.

4 11. On February 28, 2017, the USPTO duly and lawfully issued United  
5 States Design Patent No. D779,861 (“the D861 Patent”), titled “Side Table.”  
6 HH is the owner by assignment of all right, title, and interest in the D861 Patent.  
7 A true and correct copy of the D861 Patent is attached hereto as **Exhibit 2**.

8 12. On June 13, 2017, the USPTO duly and lawfully issued United  
9 States Design Patent No. D789,130 (“the D130 Patent”), titled “Chair.” HH is  
10 the owner by assignment of all right, title, and interest in the D130 Patent. A  
11 true and correct copy of the D130 Patent is attached hereto as **Exhibit 3**.

12 13. On June 20, 2017, the USPTO duly and lawfully issued United  
13 States Design Patent No. D789,713 (“the D713 Patent”), titled “Side Table.”  
14 HH is the owner by assignment of all right, title, and interest in the D713 Patent.  
15 A true and correct copy of the D713 Patent is attached hereto as **Exhibit 4**.

16 14. On December 26, 2017, the USPTO duly and lawfully issued  
17 United States Design Patent No. D805,824 (“the D824 Patent”), titled “Chair.”  
18 HH is the owner by assignment of all right, title, and interest in the D824 Patent.  
19 A true and correct copy of the D824 Patent is attached hereto as **Exhibit 5**.

20 15. Defendants manufacture, use, sell, offer for sale, and/or import into  
21 the United States products that infringe HH’s patent rights, including each of the  
22 D472, D861, D130, D713, and D824 Patents (collectively, the “Asserted  
23 Patents”).

24 16. HH is informed and believes, and based thereon alleges, that each  
25 of Defendants Zeremski and Lee personally undertook and directed each of  
26 these acts of infringement of the Asserted Patents, as well as the acts of trade  
27 dress infringement alleged below.

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1           17. HH manufactures and sells products under the name Ring Dining  
2 Table that bear a distinctive trade dress in the overall design (“RING Trade  
3 Dress”). An example of an HH product bearing the distinctive RING Trade  
4 Dress is shown below:



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11           18. HH manufactures and sells products under the name Spit Dining  
12 Table that bear a distinctive trade dress in the overall design (“SPLIT Trade  
13 Dress”). An example of an HH product bearing the distinctive SPLIT Trade  
14 Dress is shown below:

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19. HH manufactures and sells products under the name Peregrine  
Dining table that bear a distinctive trade dress in the overall design  
 (“PEREGRINE Trade Dress”). An example of an HH product bearing the  
 distinctive PEREGRINE Trade Dress is shown below:



1           20.    HH manufactures and sells products under the name Capri Lounge  
2 Chair that bear a distinctive trade dress in the overall design (“CAPRI Trade  
3 Dress”). An example of an HH product bearing the distinctive CAPRI Trade  
4 Dress is shown below:



11           21.    HH manufactures and sells products under the name Flea Lounge  
12 Chair that bear a distinctive trade dress in the overall design (“FLEA Trade  
13 Dress”). An example of an HH product bearing the distinctive FLEA Trade  
14 Dress is shown below:



21           22.    HH manufactures and sells products under the name New Linden  
22 Lounge Chair that bear a distinctive trade dress in the overall design (“NEW  
23 LINDEN Trade Dress”). An example of an HH product bearing the distinctive  
24 NEW LINDEN Trade Dress is shown below:



1           23. HH manufactures and sells products under the name Harlow  
2 Lounge Chair that bear a distinctive trade dress in the overall design  
3 (“HARLOW Trade Dress”). An example of an HH product bearing the  
4 distinctive HARLOW Trade Dress is shown below:



11           24. HH manufactures and sells products under the name Gazelle  
12 Cocktail Table that bear a distinctive trade dress in the overall design  
13 (“GAZELLE Trade Dress”). An example of an HH product bearing the  
14 distinctive GAZELLE Trade Dress is shown below:



20           25. HH manufactures and sells products under the name Laredo  
21 Cocktail Table that bear a distinctive trade dress in the overall design  
22 (“LAREDO Trade Dress”). An example of an HH product bearing the  
23 distinctive LAREDO Trade Dress is shown below:



1           26.    HH manufactures and sells products under the name Ingot Cocktail  
2 Table that bear a distinctive trade dress in the overall design (“INGOT Trade  
3 Dress”). An example of an HH product bearing the distinctive INGOT Trade  
4 Dress is shown below:



9           27.    HH manufactures and sells products under the name Spectacles  
10 Table that bear a distinctive trade dress in the overall design (“SPECTACLES  
11 Trade Dress”). An example of an HH product bearing the distinctive  
12 SPECTACLES Trade Dress is shown below:



19           28.    HH manufactures and sells products under the name Branche Table  
20 that bear a distinctive trade dress in the overall design (“BRANCHE Trade  
21 Dress”). An example of an HH product bearing the distinctive BRANCHE  
22 Trade Dress is shown below:





1           29. HH manufactures and sells products under the name Chloe Drink  
2 Table that bear a distinctive trade dress in the overall design (“CHLOE Trade  
3 Dress”). An example of an HH product bearing the distinctive CHLOE Trade  
4 Dress is shown below:



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10           30. HH manufactures and sells products under the name Highline  
11 Drink Table that bear a distinctive trade dress in the overall design  
12 (“HIGHLINE Trade Dress”). Examples of HH products bearing the distinctive  
13 HIGHLINE Trade Dress are shown below:



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20           31. HH manufactures and sells products under the name Portia Side  
21 Table that bear a distinctive trade dress in the overall design (“PORTIA Trade  
22 Dress”). An example of an HH product bearing the distinctive PORTIA Trade  
23 Dress is shown below:



1           32. HH manufactures and sells products under the name Little Bittern  
2 Drink Table that bear a distinctive trade dress in the overall design (“LITTLE  
3 BITTERN Trade Dress”). An example of an HH product bearing the distinctive  
4 LITTLE BITTERN Trade Dress is shown below:



11           33. HH manufactures and sells products under the name Wyeth  
12 Bedside Table that bear a distinctive trade dress in the overall design (“WYETH  
13 Trade Dress”). An example of an HH product bearing the distinctive WYETH  
14 Trade Dress is shown below:



22           34. HH manufactures and sells products under the name ONE  
23 Nightstand that bear a distinctive trade dress in the overall design (“ONE Trade  
24 Dress”). An example of an HH product bearing the distinctive ONE Trade  
25 Dress is shown below:

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35. HH manufactures and sells products under the name Fortis Nightstand that bear a distinctive trade dress in the overall design (“FORTIS Trade Dress”). An example of an HH product bearing the distinctive FORTIS Trade Dress is shown below:



36. HH manufactures and sells products under the name Oslo Bedside Table that bear a distinctive trade dress in the overall design (“OSLO TABLE Trade Dress”). An example of an HH product bearing the distinctive OSLO TABLE Trade Dress is shown below:



1           37. HH manufactures and sells products under the name Spencer  
2 Nightstand that bear a distinctive trade dress in the overall design (“SPENCER  
3 Trade Dress”). An example of an HH product bearing the distinctive  
4 SPENCER Trade Dress is shown below:



10           38. HH manufactures and sells products under the name Pyrite Side  
11 Table that bear a distinctive trade dress in the overall design (“PYRITE Trade  
12 Dress”). An example of an HH product bearing the distinctive PYRITE Trade  
13 Dress is shown below:



19           39. HH manufactures and sells products under the name Plankton  
20 Rectangular Side Table that bear a distinctive trade dress in the overall design  
21 (“PLANKTON Trade Dress”). An example of an HH product bearing the  
22 distinctive PLANKTON Trade Dress is shown below:



1           40. HH manufactures and sells products under the name Sofie Side  
2 Table that bear a distinctive trade dress in the overall design (“SOFIE Trade  
3 Dress”). An example of an HH product bearing the distinctive SOFIE Trade  
4 Dress is shown below:



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10           41. HH manufactures and sells products under the name Goblet Table  
11 that bear a distinctive trade dress in the overall design (“GOBLET Trade  
12 Dress”). An example of an HH product bearing the distinctive GOBLET Trade  
13 Dress is shown below:



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20           42. HH manufactures and sells products under the name Bell Pepper  
21 Side Table that bear a distinctive trade dress in the overall design (“BELL  
22 PEPPER Trade Dress”). An example of an HH product bearing the distinctive  
23 BELL PEPPER Trade Dress is shown below:



1           43.    HH manufactures and sells products under the name Absinthe Side  
2 Table that bear a distinctive trade dress in the overall design (“ABSINTHE  
3 Trade Dress”). An example of an HH product bearing the distinctive  
4 ABSINTHE Trade Dress is shown below:



11           44.    HH manufactures and sells products under the name XY Bench  
12 that bear a distinctive trade dress in the overall design (“XY Trade Dress”). An  
13 example of an HH product bearing the distinctive XY Trade Dress is shown  
14 below:



20           45.    HH manufactures and sells products under the name Harlow Bench  
21 that bear a distinctive trade dress in the overall design (“HARLOW Trade  
22 Dress”). An example of an HH product bearing the distinctive HARLOW Trade  
23 Dress is shown below:



1           46.    HH manufactures and sells products under the name Bell Pepper  
2 Table Lamp that bear a distinctive trade dress in the overall design (“BELL  
3 PEPPER LAMP Trade Dress”). An example of an HH product bearing the  
4 distinctive BELL PEPPER LAMP Trade Dress is shown below:



11           47.    HH manufactures and sells products under the name Ingot Table  
12 Lamp that bear a distinctive trade dress in the overall design (“INGOT LAMP  
13 Trade Dress”). An example of an HH product bearing the distinctive INGOT  
14 LAMP Trade Dress is shown below:



20           48.    HH manufactures and sells products under the name Hadrien Chair  
21 that bear a distinctive trade dress in the overall design (“HADRIEN CHAIR  
22 Trade Dress”). Examples of HH products bearing the distinctive HADRIEN  
23 CHAIR Trade Dress are shown below:



1           49. HH manufactures and sells products under the name Reve Chair  
2 that bear a distinctive trade dress in the overall design (“REVE CHAIR Trade  
3 Dress”). Examples of HH products bearing the distinctive REVE CHAIR Trade  
4 Dress are shown below:



10           50. HH manufactures and sells products under the name Shadow that  
11 bear a distinctive trade dress in the overall design (“SHADOW Trade Dress”).  
12 Examples of HH products bearing the distinctive SHADOW Trade Dress are  
13 shown below:



21           51. HH manufactures and sells products under the name Jett that bear a  
22 distinctive trade dress in the overall design (“JETT Trade Dress”). An example  
23 of an HH product bearing the distinctive JETT Trade Dress is shown below:





1           52. HH manufactures and sells products under the name Stilt Coupe  
2 that bear a distinctive trade dress in the overall design (“STILT COUPE Trade  
3 Dress”). An example of an HH product bearing the distinctive STILT COUPE  
4 Trade Dress is shown below:



9           53. HH manufactures and sells products under the name Cachalot that  
10 bear a distinctive trade dress in the overall design (“CACHALOT Trade  
11 Dress”). An example of an HH product bearing the distinctive CACHALOT  
12 Trade Dress is shown below:



17           54. HH manufactures and sells products under the name Rue De Seine  
18 that bear a distinctive trade dress in the overall design (“RUE DE SEINE Trade  
19 Dress”). Examples of HH products bearing the distinctive RUE DE SEINE Trade  
20 Dress are shown below:



1           55. HH manufactures and sells products under the name Lugano that  
2 bear a distinctive trade dress in the overall design (“LUGANO Trade Dress”).  
3 An example of an HH product bearing the distinctive LUGANO Trade Dress is  
4 shown below:



9           56. HH manufactures and sells products under the name Maje that bear  
10 a distinctive trade dress in the overall design (“MAJE Trade Dress”). An  
11 example of an HH product bearing the distinctive MAJE Trade Dress is shown  
12 below:



17           57. HH manufactures and sells products under the name Gunsight that  
18 bear a distinctive trade dress in the overall design (“GUNSIGHT Trade Dress”).  
19 An example of an HH product bearing the distinctive GUNSIGHT Trade Dress  
20 is shown below:



26           58. HH manufactures and sells products under the name Trice that bear  
27 a distinctive trade dress in the overall design (“TRICE Trade Dress”). Examples  
28 of HH products bearing the distinctive TRICE Trade Dress are shown below:

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59. HH manufactures and sells products under the name Etoile that bear a distinctive trade dress in the overall design (“ETOILLE Trade Dress”). An example of an HH product bearing the distinctive ETOILLE Trade Dress is shown below:



60. HH manufactures and sells products under the name BRONZE that bear a distinctive trade dress in the overall design (“BRONZE Trade Dress”). Examples of HH products bearing the distinctive BRONZE Trade Dress are shown below:



61. HH manufactures and sells products under the name Brimstone that bear a distinctive trade dress in the overall design (“BRIMSTONE Trade Dress”). An example of an HH product bearing the distinctive BRIMSTONE Trade Dress is shown below:

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62. HH manufactures and sells products under the name Hastings that bear a distinctive trade dress in the overall design (“HASTINGS Trade Dress”). An example of an HH product bearing the distinctive HASTINGS Trade Dress is shown below:



63. HH manufactures and sells products under the name Lusitania Console that bear a distinctive trade dress in the overall design (“LUSITANIA CONSOLE Trade Dress”). An example of an HH product bearing the distinctive LUSITANIA CONSOLE Trade Dress is shown below:



64. HH manufactures and sells products under the name Wyenth that bear a distinctive trade dress in the overall design (“WYENTH Trade Dress”). An example of an HH product bearing the distinctive WYENTH Trade Dress is shown below:

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65. HH manufactures and sells products under the name Channel that bear a distinctive trade dress in the overall design (“CHANNEL Trade Dress”). An example of an HH product bearing the distinctive CHANNEL Trade Dress is shown below:



66. HH manufactures and sells products under the name Oslo Credenza that bear a distinctive trade dress in the overall design (“OSLO CREDENZA Trade Dress”). An example of an HH product bearing the distinctive OSLO CREDENZA Trade Dress is shown below:



67. HH manufactures and sells products under the name Antidote that bear a distinctive trade dress in the overall design (“ANTIDOTE Trade Dress”). An example of an HH product bearing the distinctive ANTIDOTE Trade Dress is shown below:



1           68. HH manufactures and sells products under the name Borneo that  
2 bear a distinctive trade dress in the overall design (“BORNEO Trade Dress”).  
3 An example of an HH product bearing the distinctive BORNEO Trade Dress is  
4 shown below:



9           69. HH manufactures and sells products under the name Lieutenant  
10 that bear a distinctive trade dress in the overall design (“LIEUTENANT Trade  
11 Dress”). An example of an HH product bearing the distinctive LIEUTENANT  
12 Trade Dress is shown below:



20           70. HH manufactures and sells products under the name Oslo Cabinet  
21 that bear a distinctive trade dress in the overall design (“OSLO CABINET  
22 Trade Dress”). An example of an HH product bearing the distinctive OSLO  
23 CABINET Trade Dress is shown below:



1           71. HH manufactures and sells products under the name Javier that  
2 bear a distinctive trade dress in the overall design (“JAVIER Trade Dress”). An  
3 example of an HH product bearing the distinctive JAVIER Trade Dress is  
4 shown below:



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9           72. HH manufactures and sells products under the name Avila that bear  
10 a distinctive trade dress in the overall design (“AVILA Trade Dress”). An  
11 example of an HH product bearing the distinctive AVILA Trade Dress is shown  
12 below:



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19           73. HH manufactures and sells products under the name Huron that  
20 bear a distinctive trade dress in the overall design (“HURON Trade Dress”). An  
21 example of an HH product bearing the distinctive HURON Trade Dress is  
22 shown below:



1           74. HH manufactures and sells products under the name Lusitania  
2 Cabinet that bear a distinctive trade dress in the overall design (“LUSITANIA  
3 CABINET Trade Dress”). An example of an HH product bearing the distinctive  
4 LUSITANIA CABINET Trade Dress is shown below:



11           75. HH manufactures and sells products under the name Scribe that  
12 bear a distinctive trade dress in the overall design (“SCRIBE Trade Dress”). An  
13 example of an HH product bearing the distinctive SCRIBE Trade Dress is  
14 shown below:



20           76. HH manufactures and sells products under the name Anvil that  
21 bear a distinctive trade dress in the overall design (“ANVIL Trade Dress”). An  
22 example of an HH product bearing the distinctive ANVIL Trade Dress is shown  
23 below:





1           77. HH manufactures and sells products under the name Convex that  
2 bear a distinctive trade dress in the overall design (“CONVEX Trade Dress”).  
3 An example of an HH product bearing the distinctive CONVEX Trade Dress is  
4 shown below:



10           78. HH manufactures and sells products under the name Juniper that  
11 bear a distinctive trade dress in the overall design (“JUNIPER Trade Dress”).  
12 Examples of HH products bearing the distinctive JUNIPER Trade Dress are  
13 shown below:



20           79. HH manufactures and sells products under the name Fish that bear  
21 a distinctive trade dress in the overall design (“FISH Trade Dress”). An  
22 example of an HH product bearing the distinctive FISH Trade Dress is shown  
23 below:



1           80. HH manufactures and sells products under the name Carlyle that  
2 bear a distinctive trade dress in the overall design (“CARLYLE Trade Dress”).  
3 An example of an HH product bearing the distinctive CARLYLE Trade Dress is  
4 shown below:



10           81. HH manufactures and sells upholstered products under the name  
11 Hadrien that bear a distinctive trade dress in the overall design (“HADRIEN  
12 UPHOLTSTERED Trade Dress”). Examples of HH products bearing the  
13 distinctive HADRIEN UPHOLTSTERED Trade Dress are shown below:



19           82. HH manufactures and sells products under the name De Stijl that  
20 bear a distinctive trade dress in the overall design (“DE STIJL Trade Dress”).  
21 An example of an HH product bearing the distinctive DE STIJL Trade Dress is  
22 shown below:



1           83. HH manufactures and sells products under the name Octagonal  
2 Dining Table that bear a distinctive trade dress in the overall design  
3 (“OCTAGONAL Trade Dress”). An example of an HH product bearing the  
4 distinctive OCTAGONAL Trade Dress is shown below:



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11           84. HH manufactures and sells products under the name Falling Water  
12 Cocktail Table that bear a distinctive trade dress in the overall design  
13 (“FALLING WATER Trade Dress”). An example of an HH product bearing  
14 the distinctive FALLING WATER Trade Dress is shown below:



19           85. HH manufactures and sells products under the name Sienna Dining  
20 Table that bear a distinctive trade dress in the overall design (“SIENNA Trade  
21 Dress”). An example of an HH product bearing the distinctive SIENNA Trade  
22 Dress is shown below:



1           86.    HH manufactures and sells products under the name Lugano Side  
2 Table that bear a distinctive trade dress in the overall design (“LUGANO SIDE  
3 Trade Dress”). An example of an HH product bearing the distinctive LUGANO  
4 SIDE Trade Dress is shown below:



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9           87.    HH manufactures and sells products under the name Rucci Screen  
10 that bear a distinctive trade dress in the overall design (“RUCCI Trade Dress”).  
11 An example of an HH product bearing the distinctive RUCCI Trade Dress is  
12 shown below:



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21           88.    The trade dress shown and described in Paragraphs 17-87 above  
22 shall collectively be referred to as the HH Trade Dress.

23           89.    As a result of HH’s widespread use and display of each of the HH  
24 Trade Dress, (a) the public has come to recognize and identify products bearing  
25 any of the HH Trade Dress as emanating from HH, (b) the public recognizes  
26 that products bearing any of the HH Trade Dress constitute high quality  
27 products that conform to the specifications created by HH, and (c) each of the  
28 HH Trade Dress has established strong secondary meaning and extensive

1 goodwill. In addition, the HH Trade Dress as a whole is distinctive and has  
2 acquired secondary meaning, such that consumers will conclude that anyone  
3 marketing the entire line of products bearing the HH Trade Dress is in fact HH,  
4 or is sponsored by or affiliated with HH.

5 90. Each of the HH Trade Dress is non-functional. For each of the HH  
6 Trade Dress, the design features embodied by the trade dress are not essential to  
7 the function of the product, do not make the product cheaper or easier to  
8 manufacture, and do not affect the quality of the product. The design of the  
9 trade dress is not a competitive necessity for any products bearing an HH Trade  
10 Dress. Similarly, the HH Trade Dress as a whole is non-functional.

11 91. Defendants have slavishly copied dozens of HH's proprietary  
12 designs in an attempt to benefit from the immense goodwill HH has created in  
13 the marketplace. Defendants have copied HH's patented designs as well as each  
14 of the HH Trade Dress.

15 92. On September 23, 2015, Ms. Lee posted on her Facebook<sup>®</sup> account  
16 that she was personally involved in creating a downloadable app that a designer  
17 could use to copy furniture designs that he/she encountered in the marketplace.  
18 Ms. Lee invited designers to download her app and submit pictures of furniture  
19 through the app, and Ms. Lee will help make the same piece of furniture.  
20 Specifically, Ms. Lee stated "[s]ee something you want online? Send us a  
21 picture and we will make it for you for 60-80% off!" Ms. Lee's September 23,  
22 2015 Facebook<sup>®</sup> post is shown below:

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93. In Ms. Lee’s September 23, 2015, Facebook® post, Ms. Lee refers to the downloadable app used for making knock-off furniture pieces as “Neven’s and my baby.” “Neven” was a reference to Ms. Lee’s co-defendant, Neven Zeremski.

94. HH is informed and believes, and based thereon alleges that Ms. Lee leveraged her expertise in creating identical knock-offs of furniture designs that she touted in her Facebook® post to personally undertake and/or personally direct the slavish copying of HH’s proprietary furniture designs and to offer for sale of those slavish copies of HH’s designs on [www.olivystone.com](http://www.olivystone.com).

95. HH is informed and believes, and based thereon alleges that, as the Chief Executive Officer, Secretary, Chief Financial Officer, sole director, owner, and agent of service of process for Olivya Stone, Ms. Lee is the driving force behind all decisions at JL Design Inc., including the decision to copy HH’s designs. HH is further informed and believes that Ms. Lee leveraged her expertise in creating identical knock-offs of furniture designs that she touted in her Facebook® post to act as the driving force behind Olivya Stone’s slavish

1 copying of HH's proprietary furniture designs, and Olivya Stone's decision to  
2 offer for sale those slavish copies of HH's designs on www.olivystone.com.

3 96. In addition to slavishly copying HH's designs, Defendants have  
4 advertised photographs of HH products and falsely claimed that such products  
5 are in fact Defendants' own products, when they are not. One such example is  
6 shown below from Defendants' advertising on Instagram<sup>®</sup>. In the post,  
7 Defendants falsely claim that the HH products shown in the photograph are  
8 Olivya Stone's products. The photograph clearly depicts an HH studio, as  
9 evidenced by the signage visible through the window. Nevertheless, Defendants  
10 recite in the caption "how much do you love [Olivya Stone's] Hisa Lounge  
11 Chair?"



19 97. On August 9, 2018, HH wrote to Olivya Stone and demanded that  
20 Defendants stop infringing its patent and trade dress rights and stop falsely  
21 advertising its products and passing off its products as authentic HH products.

22 98. Defendant Olivya Stone wrote back on the same day, claiming that  
23 "[i]ntellectual property law simply does not give furniture designers much of a  
24 leg to stand on." Defendant Olivya Stone dared HH to file a lawsuit, stating:  
25 "you are more than welcome to pursue further legal matters, however please  
26 anticipate a counter-suite [sic] where you will be liable for our damages and  
27 expenses incurred curing [sic] litigation."

28 99. Defendant Olivya Stone wrote to HH again on August 16, stating

1 that it was not convinced of HH's design patent rights either because "[HH's]  
2 design patents seem to apply to the actual drawing, and not to the physical  
3 furniture built."

4 100. HH is informed and believes, and based thereon alleges that  
5 Defendants intended to blatantly copy HH's proprietary designs, falsely  
6 advertise HH's products as their own, and pass off their goods as HH's high-  
7 quality furniture to misappropriate the immense goodwill that HH has spent  
8 enormous time, effort, and expense to cultivate in the marketplace. Defendants'  
9 use of HH's trade dress and photographs of HH's products in commerce is  
10 likely to cause confusion, cause mistake, and to deceive as to the affiliation,  
11 connection, or association of Defendants and/or their products with HH, when  
12 there is none.

13 101. On September 21, 2018, HH filed a Complaint against Defendant  
14 Neven Zeremski. Mr. Zeremski called Plaintiff's counsel and admitted that he  
15 was personally involved in the internet marketing of the furniture on  
16 www.olivystone.com, but identified Defendant JL Design Inc. as the corporate  
17 owner of the website.

18 102. On November 13, 2018, Mr. Zeremski stated in an email that  
19 "[e]ven if you do prevail in court, our assets are minimal...." In the same email,  
20 Mr. Zeremski also stated "[a]t the same time nothing prevents us from starting  
21 another company with the same client list and same manufacturing capabilities."

22 103. HH is informed and believes, and based thereon alleges, that the  
23 "our" and "us" in Mr. Zeremski's November 13, 2018 email refers to himself  
24 and Ms. Lee.

25 104. HH is informed and believes, and based thereon alleges, that  
26 Olivya Stone is undercapitalized.

27 105. HH is informed and believes, and based thereon alleges, that  
28 Olivya Stone is merely a conduit for Ms. Lee's and Mr. Zeremski's personal



1 activities.

2 106. The California Secretary of State lists Jenna Gaye Lee as the Chief  
3 Executive Officer, Secretary, Chief Financial Officer, sole director, and agent of  
4 service for Olivya Stone.

5 107. HH is informed and believes, and based thereon alleges, that Ms.  
6 Lee is the sole owner of Olivya Stone. HH is informed and believes, and based  
7 thereon alleges, that the “JL” in the corporate entity name JL Design Inc.  
8 represents Jenna Lee’s initials.

9 108. The California Secretary of State lists the street address for the  
10 principal executive office, principal business office, mailing address, and street  
11 address for the agent of service of Olivya Stone as 645 N. Harper Avenue, Los  
12 Angeles, CA 90048.

13 109. HH is informed and believes, and based thereon alleges, that each  
14 of Defendants Zeremski and Lee reside at 645 N. Harper Avenue, Los Angeles,  
15 CA 90048.

16 110. HH is informed and believes, and based thereon alleges, that  
17 Olivya Stone’s business operates out of Ms. Lee’s and Mr. Zeremski’s home.

18 111. HH is informed and believes, and based thereon alleges, that on  
19 June 1, 2017, Ms. Lee and Mr. Zeremski created the corporate entity JL Design  
20 Inc. merely to shield themselves from liability resulting from their personal acts  
21 of slavishly copying furniture designs. HH is informed and believes, and based  
22 thereon alleges, that JL Design Inc. is merely the alter ego of Ms. Lee and Mr.  
23 Zeremski.

24 112. HH is informed and believes, and based thereon alleges, that  
25 Defendants Zeremski and Lee personally undertook and/or directed the acts of  
26 infringement described herein, and personally benefitted from such  
27 infringement.

28 113. Defendants’ acts complained of herein have caused HH to suffer

1 irreparable injury to its business. HH will continue to suffer substantial loss and  
2 irreparable injury unless and until Defendants are enjoined from their wrongful  
3 actions complained of herein.

4 114. HH is informed and believes, and on that basis alleges, that  
5 Defendants' acts complained of herein are willful and deliberate.


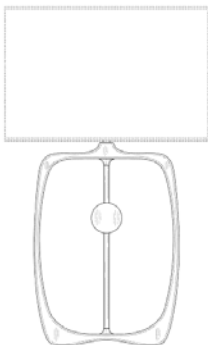
6 **FIRST CLAIM FOR RELIEF**

7 (Patent Infringement)  
8 (35 U.S.C. § 271)

9 115. HH repeats and re-alleges the allegations of paragraphs 1-114 of  
10 this Complaint as if set forth fully herein.



11 116. This is a claim for patent infringement under 35 U.S.C. § 271.

12 117. Defendants have and continue to knowingly, intentionally, and  
13 willfully infringe the D472 Patent by making, using, selling, offering for sale,  
14 and/or importing products having a design that would appear to an ordinary  
15 observer to be substantially similar to the claim of the D472 Patent, for example  
16 Defendants' Eli Table Lamp shown below.


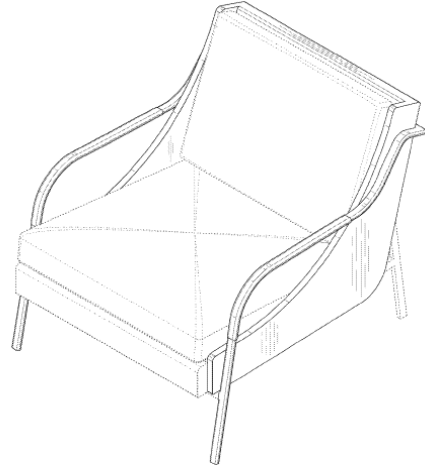
17 <b>Eli Table Lamp</b>	17 <b>HH's D472 Patent</b>
18 19 20 21 22 23 	18 19 20 21 22 23 

24 118. Defendants have and continue to knowingly, intentionally, and  
25 willfully infringe the D861 Patent by making, using, selling, offering for sale,  
26 and/or importing products having a design that would appear to an ordinary  
27 observer to be substantially similar to the claim of the D861 Patent, for example  
28 Defendants' Calum Side Table shown below.

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Calum Side Table	HH's D861 Patent
	


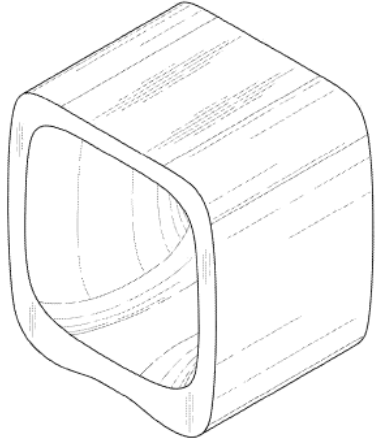
119. Defendants have and continue to knowingly, intentionally, and willfully infringe the D130 Patent by making, using, selling, offering for sale, and/or importing products having a design that would appear to an ordinary observer to be substantially similar to the claim of the D130 Patent, for example Defendants' Hisano Lounge Chair shown below.

Hisano Lounge Chair	HH's D130 Patent
	


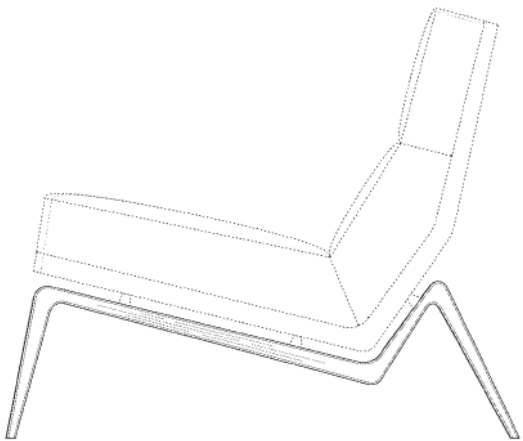
120. Defendants have and continue to knowingly, intentionally, and willfully infringe the D713 Patent by making, using, selling, offering for sale, and/or importing products having a design that would appear to an ordinary observer to be substantially similar to the claim of the D713 Patent, for example Defendants' Caden Side Table shown below.

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<b>Caden Side Table</b>	<b>HH's D713 Patent</b>
	

121. Defendants have and continue to knowingly, intentionally, and willfully infringe the D824 Patent by making, using, selling, offering for sale, and/or importing products having a design that would appear to an ordinary observer to be substantially similar to the claim of the D824 Patent, for example Defendants' Henna Lounge Chair shown below.

<b>Henna Lounge Chair</b>	<b>HH's D824 Patent</b>
	

122. Defendants' acts of patent infringement were undertaken without permission or license from HH. Defendants had actual knowledge of HH's rights in the design claimed in each of the Asserted Patents, at least by virtue of the August 9, 2018 cease and desist letter. HH and its designs claimed in each

1 of the Asserted Patents are well-known throughout the furniture industry, and  
2 Defendants' infringing products are each identical copies of HH's patented  
3 designs. Accordingly, Defendants' actions constitute willful and intentional  
4 infringement of each of the Asserted Patents. Defendants infringed each of the  
5 Asserted Patents with reckless disregard of HH's patent rights. Defendants  
6 knew, or it was so obvious that Defendants should have known, that their  
7 actions constitute infringement of HH's patent rights. Defendants' acts of  
8 infringement are not consistent with the standards of commerce for their  
9 industry.

10 123. As a direct and proximate result of Defendants' acts of  
11 infringement, Defendants have derived and received gains, profits, and  
12 advantages in an amount that is not presently known to HH.

13 124. Pursuant to 35 U.S.C. § 285, HH is entitled to reasonable attorneys'  
14 fees for the necessity of bringing this claim.

15 125. Pursuant to 35 U.S.C. § 289, HH is entitled to Defendants' total  
16 profits from Defendants' infringement of the Asserted Patents.

17 126. Due to Defendants' actions, constituting patent infringement, HH  
18 has suffered great and irreparable injury, for which HH has no adequate remedy  
19 at law.

20 127. Defendants will continue to infringe HH's patent rights to the great  
21 and irreparable injury of HH, unless and until Defendants are enjoined by this  
22 Court.

23 **SECOND CLAIM FOR RELIEF**

24 (Trade Dress Infringement)  
25 (15 U.S.C. § 1125(a))

26 128. HH repeats and re-alleges the allegations of paragraphs 1-114 of  
27 this Complaint as if set forth fully herein.

28 129. This is a claim for trade dress infringement under 15 U.S.C.

1 § 1125(a).

2 130. Subsequent to HH’s use and adoption of the RING Trade Dress,  
 3 and the development of secondary meaning in that trade dress, Defendants have  
 4 developed, manufactured, imported, advertised, and/or sold products that use  
 5 trade dress that is not only confusingly similar to the RING Trade Dress, but is a  
 6 slavish copy of HH’s proprietary design. An example of Defendants’ infringing  
 7 use of the RING Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown  
 8 below:



16 131. Subsequent to HH’s use and adoption of the SPLIT Trade Dress,  
 17 and the development of secondary meaning in that trade dress, Defendants have  
 18 developed, manufactured, imported, advertised, and/or sold products that use  
 19 trade dress that is not only confusingly similar to the SPLIT Trade Dress, but is  
 20 a slavish copy of HH’s proprietary design. An example of Defendants’  
 21 infringing use of the SPLIT Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 22 shown below:



1           132. Subsequent to HH’s use and adoption of the PEREGRINE Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 PEREGRINE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 6 example of Defendants’ infringing use of the PEREGRINE Trade Dress, as  
 7 found on [www.olivystone.com](http://www.olivystone.com), is shown below:

<b>Defendants’ Altair Dining Table</b>	<b>HH’s PEREGRINE Trade Dress</b>
	

15           133. Subsequent to HH’s use and adoption of the CAPRI Trade Dress,  
 16 and the development of secondary meaning in that trade dress, Defendants have  
 17 developed, manufactured, imported, advertised, and/or sold products that use  
 18 trade dress that is not only confusingly similar to the CAPRI Trade Dress, but is  
 19 a slavish copy of HH’s proprietary design. An example of Defendants’  
 20 infringing use of the CAPRI Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 21 shown below:

<b>Defendants’ Hyura Lounge Chair</b>	<b>HH’s CAPRI Trade Dress</b>
	

1           134. Subsequent to HH’s use and adoption of the FLEA Trade Dress,  
 2 and the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the FLEA Trade Dress, but is a  
 5 slavish copy of HH’s proprietary design. An example of Defendants’ infringing  
 6 use of the FLEA Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown  
 7 below:

8 <b>Defendants’ Henna Lounge Chair</b>	<b>HH’s FLEA Trade Dress</b>
<p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> 	

15           135. Subsequent to HH’s use and adoption of the NEW LINDEN Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the NEW  
 19 LINDEN Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 20 example of Defendants’ infringing use of the NEW LINDEN Trade Dress, as  
 21 found on [www.olivystone.com](http://www.olivystone.com), is shown below:



22 <b>Defendants’ Hisa Lounge Chair</b>	<b>HH’s NEW LINDEN Trade Dress</b>
<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> 	



1           136. Subsequent to HH’s use and adoption of the HARLOW Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 HARLOW Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 6 example of Defendants’ infringing use of the HARLOW Trade Dress, as found  
 7 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Hisano Lounge Chair</b>	<b>HH’s HARLOW Trade Dress</b>
	

15           137. Subsequent to HH’s use and adoption of the GAZELLE Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the  
 19 GAZELLE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 20 example of Defendants’ infringing use of the GAZELLE Trade Dress, as found  
 21 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Britta Coffee Table</b>	<b>HH’s GAZELLE Trade Dress</b>
	

1           138. Subsequent to HH’s use and adoption of the LAREDO Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 LAREDO Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 6 example of Defendants’ infringing use of the LAREDO Trade Dress, as found  
 7 on [www.olivystone.com](http://www.olivystone.com), is shown below:

8 <b>Defendants’ Balbina Coffee Table</b>	<b>HH’s LAREDO Trade Dress</b>
<p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> 	

15           139. Subsequent to HH’s use and adoption of the INGOT Trade Dress,  
 16 and the development of secondary meaning in that trade dress, Defendants have  
 17 developed, manufactured, imported, advertised, and/or sold products that use  
 18 trade dress that is not only confusingly similar to the INGOT Trade Dress, but is  
 19 a slavish copy of HH’s proprietary design. An example of Defendants’  
 20 infringing use of the INGOT Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 21 shown below:

22 <b>Defendants’ Balbina Coffee Table</b>	<b>HH’s INGOT Trade Dress</b>
<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> 	

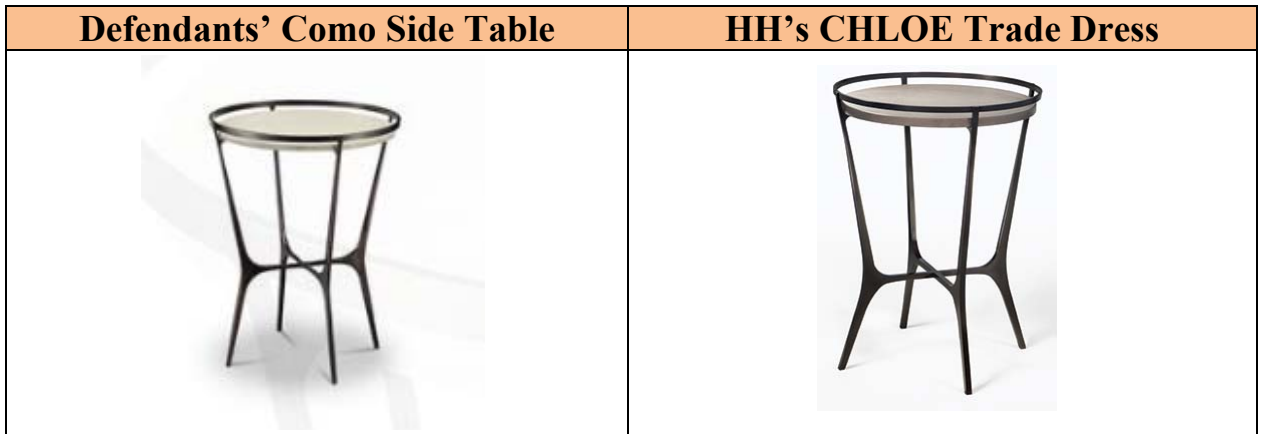
1           140. Subsequent to HH’s use and adoption of the SPECTACLES Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 SPECTACLES Trade Dress, but is a slavish copy of HH’s proprietary design.  
 6 An example of Defendants’ infringing use of the SPECTACLES Trade Dress,  
 7 as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

8 <b>Defendants’ Calli Side Table</b>	<b>HH’s SPECTACLES Trade Dress</b>
 <p>9 10 11 12 13 14</p>	

15           141. Subsequent to HH’s use and adoption of the BRANCHE Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the  
 19 BRANCHE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 20 example of Defendants’ infringing use of the BRANCHE Trade Dress, as found  
 21 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

22 <b>Defendants’ Calum Side Tables</b>	<b>HH’s BRANCHE Trade Dress</b>
 <p>23 24 25 26 27 28</p>	



1           142. Subsequent to HH’s use and adoption of the CHLOE Trade Dress,  
 2 and the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the CHLOE Trade Dress, but  
 5 is a slavish copy of HH’s proprietary design. An example of Defendants’  
 6 infringing use of the CHLOE Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com),  
 7 is shown below:



15           143. Subsequent to HH’s use and adoption of the HIGHLINE Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the  
 19 HIGHLINE Trade Dress, but is a slavish copy of HH’s proprietary design.  
 20 Examples of Defendants’ infringing use of the HIGHLINE Trade Dress, as  
 21 found on [www.olivystone.com](http://www.olivystone.com), are shown below:




1 144. Subsequent to HH’s use and adoption of the PORTIA Trade Dress,  
2 and the development of secondary meaning in that trade dress, Defendants have  
3 developed, manufactured, imported, advertised, and/or sold products that use  
4 trade dress that is not only confusingly similar to the PORTIA Trade Dress, but  
5 is a slavish copy of HH’s proprietary design. An example of Defendants’  
6 infringing use of the PORTIA Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com),  
7 is shown below:

8 <b>Defendants’ Calandra Side Table</b>	9 <b>HH’s PORTIA Trade Dress</b>
	

14 145. Subsequent to HH’s use and adoption of the LITTLE BITTERN  
15 Trade Dress, and the development of secondary meaning in that trade dress,  
16 Defendants have developed, manufactured, imported, advertised, and/or sold  
17 products that use trade dress that is not only confusingly similar to the LITTLE  
18 BITTERN Trade Dress, but is a slavish copy of HH’s proprietary design. An  
19 example of Defendants’ infringing use of the LITTLE BITTERN Trade Dress,  
20 as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

21 <b>Defendants’ Cloe Side Table</b>	22 <b>HH’s LITTLE BITTERN Trade Dress</b>
	

1           146. Subsequent to HH’s use and adoption of the WYETH Trade Dress,  
 2 and the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the WYETH Trade Dress, but  
 5 is a slavish copy of HH’s proprietary design. An example of Defendants’  
 6 infringing use of the WYETH Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com),  
 7 is shown below:

8 <b>Defendants’ Cupo Nightstand</b>	<b>HH’s WYETH Trade Dress</b>
<p>9</p>  <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	



15           147. Subsequent to HH’s use and adoption of the ONE Trade Dress, and  
 16 the development of secondary meaning in that trade dress, Defendants have  
 17 developed, manufactured, imported, advertised, and/or sold products that use  
 18 trade dress that is not only confusingly similar to the ONE Trade Dress, but is a  
 19 slavish copy of HH’s proprietary design. An example of Defendants’ infringing  
 20 use of the ONE Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown  
 21 below:

22 <b>Defendants’ Cervis Nightstand</b>	<b>HH’s ONE Trade Dress</b>
<p>23</p>  <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	

1           148. Subsequent to HH’s use and adoption of the FORTIS Trade Dress,  
 2 and the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the FORTIS Trade Dress, but  
 5 is a slavish copy of HH’s proprietary design. An example of Defendants’  
 6 infringing use of the FORTIS Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com),  
 7 is shown below:

8 <b>Defendants’ Clement Nightstand</b>	<b>HH’s FORTIS Trade Dress</b>
<p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> 	

15           149. Subsequent to HH’s use and adoption of the OSLO Trade Dress,  
 16 and the development of secondary meaning in that trade dress, Defendants have  
 17 developed, manufactured, imported, advertised, and/or sold products that use  
 18 trade dress that is not only confusingly similar to the OSLO Trade Dress, but is  
 19 a slavish copy of HH’s proprietary design. An example of Defendants’  
 20 infringing use of the OSLO Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is  
 21 shown below:

22 <b>Defendants’ Ciotti Nightstand</b>	<b>HH’s OSLO Trade Dress</b>
<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> 	

1           150. Subsequent to HH’s use and adoption of the SPENCER Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 SPENCER Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 6 example of Defendants’ infringing use of the SPENCER Trade Dress, as found  
 7 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Cleet Nightstand</b>	<b>HH’s SPENCER Trade Dress</b>
	

16           151. Subsequent to HH’s use and adoption of the PYRITE Trade Dress,  
 17 and the development of secondary meaning in that trade dress, Defendants have  
 18 developed, manufactured, imported, advertised, and/or sold products that use  
 19 trade dress that is not only confusingly similar to the PYRITE Trade Dress, but  
 20 is a slavish copy of HH’s proprietary design. Examples of Defendants’  
 21 infringing use of the PYRITE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com),  
 22 are shown below:

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<b>Defendants’ Catori Side Tables</b>	<b>HH’s PYRITE Trade Dress</b>
	

152. Subsequent to HH’s use and adoption of the PLANKTON Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the PLANKTON Trade Dress, but is a slavish copy of HH’s proprietary design. An example of Defendants’ infringing use of the PLANKTON Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Cadby Side Table</b>	<b>HH’s PLANKTON Trade Dress</b>
	

153. Subsequent to HH’s use and adoption of the SOFIE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the SOFIE Trade Dress, but is a slavish copy of HH’s proprietary design. An example of Defendants’

1 infringing use of the SOFIE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is  
 2 shown below:

3 <b>Defendants' Canan Side Table</b>	4 <b>HH's SOFIE Trade Dress</b>
	

11 154. Subsequent to HH's use and adoption of the GOBLET Trade  
 12 Dress, and the development of secondary meaning in that trade dress,  
 13 Defendants have developed, manufactured, imported, advertised, and/or sold  
 14 products that use trade dress that is not only confusingly similar to the GOBLET  
 15 Trade Dress, but is a slavish copy of HH's proprietary design. An example of  
 16 Defendants' infringing use of the GOBLET Trade Dress, as found on  
 17 [www.olivyastone.com](http://www.olivyastone.com), is shown below:

18 <b>Defendants' Como Side Tables</b>	19 <b>HH's GOBLET Trade Dress</b>
	

26 155. Subsequent to HH's use and adoption of the Bell Pepper Trade  
 27 Dress, and the development of secondary meaning in that trade dress,  
 28 Defendants have developed, manufactured, imported, advertised, and/or sold



1 products that use trade dress that is not only confusingly similar to the Bell  
 2 Pepper Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 3 example of Defendants’ infringing use of the Bell Pepper Trade Dress, as found  
 4 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:



13 156. Subsequent to HH’s use and adoption of the ABSINTHE Trade  
 14 Dress, and the development of secondary meaning in that trade dress,  
 15 Defendants have developed, manufactured, imported, advertised, and/or sold  
 16 products that use trade dress that is not only confusingly similar to the  
 17 ABSINTHE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 18 example of Defendants’ infringing use of the ABSINTHE Trade Dress, as found  
 19 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:



1           157. Subsequent to HH’s use and adoption of the XY Trade Dress, and  
 2 the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the XY Trade Dress, but is a  
 5 slavish copy of HH’s proprietary design. An example of Defendants’ infringing  
 6 use of the XY Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:



<b>Defendants’ Eban Bench</b>	<b>HH’s XY Trade Dress</b>
	

15           158. Subsequent to HH’s use and adoption of the HARLOW Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the  
 19 HARLOW Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 20 example of Defendants’ infringing use of the HARLOW Trade Dress, as found  
 21 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:


<b>Defendants’ Hisa Bench</b>	<b>HH’s HARLOW Trade Dress</b>
	

28           159. Subsequent to HH’s use and adoption of the BELL PEPPER

1 LAMP Trade Dress, and the development of secondary meaning in that trade  
 2 dress, Defendants have developed, manufactured, imported, advertised, and/or  
 3 sold products that use trade dress that is not only confusingly similar to the  
 4 BELL PEPPER LAMP Trade Dress, but is a slavish copy of HH’s proprietary  
 5 design. An example of Defendants’ infringing use of the BELL PEPPER  
 6 LAMP Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Eli Table Lamp</b>	<b>HH’s BELL PEPPER LAMP Trade Dress</b>
	

15 160. Subsequent to HH’s use and adoption of the INGOT LAMP Trade  
 16 Dress, and the development of secondary meaning in that trade dress,  
 17 Defendants have developed, manufactured, imported, advertised, and/or sold  
 18 products that use trade dress that is not only confusingly similar to the INGOT  
 19 LAMP Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 20 example of Defendants’ infringing use of the INGOT LAMP Trade Dress, as  
 21 found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants’ Kaela Table Lamp</b>	<b>HH’s INGOT LAMP Trade Dress</b>
	

1            161. Subsequent to HH’s use and adoption of the HADRIEN CHAIR  
 2 Trade Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 HADRIEN CHAIR Trade Dress, but is a slavish copy of HH’s proprietary  
 6 design. Examples of Defendants’ infringing use of the HADRIEN CHAIR  
 7 Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), are shown below:

8 <b>Defendants’ Accused Products</b>	9 <b>HH’s HADRIEN CHAIR Trade Dress</b>
<p>10            Defendants’ Koster Arm Chair</p> 	
<p>11            Defendants’ Koster Chair</p> 	

12            162. Subsequent to HH’s use and adoption of the REVE Trade Dress,  
 13 and the development of secondary meaning in that trade dress, Defendants have  
 14 developed, manufactured, imported, advertised, and/or sold products that use  
 15 trade dress that is not only confusingly similar to the REVE Trade Dress, but is  
 16 a slavish copy of HH’s proprietary design. Examples of Defendants’ infringing  
 17 use of the REVE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), are shown

1 below:

2 <b>Defendants' Accused Products</b>	3 <b>HH's REVE Trade Dress</b>
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 <p data-bbox="500 304 678 336">Kalabri Chair</p>  <p data-bbox="500 814 678 846">Kalibri Chair</p> 	 

163. Subsequent to HH's use and adoption of the SHADOW Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the SHADOW Trade Dress, but is a slavish copy of HH's proprietary design. Examples of Defendants' infringing use of the SHADOW Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), are shown below:

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Defendants' Accused Products	HH's SHADOW Trade Dress
<p data-bbox="467 237 711 275">Terra Dining Chair</p> 	
<p data-bbox="488 684 690 722">Terra Bar Stool</p> 	

164. Subsequent to HH's use and adoption of the JETT Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the JETT Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the JETT Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown below:

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Defendants' Himasa Lounge Chair	HH's JETT Trade Dress
	

165. Subsequent to HH's use and adoption of the STILT COUPE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the STILT COUPE Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the STILT COUPE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

Defendants' Haeda Lounge Chair	HH's STILT COUPE Trade Dress
	

166. Subsequent to HH's use and adoption of the CACHALOT Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the CACHALOT Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the CACHALOT Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

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Defendants' Bessimo Coffee Table	HH's CACHALOT Trade Dress
	

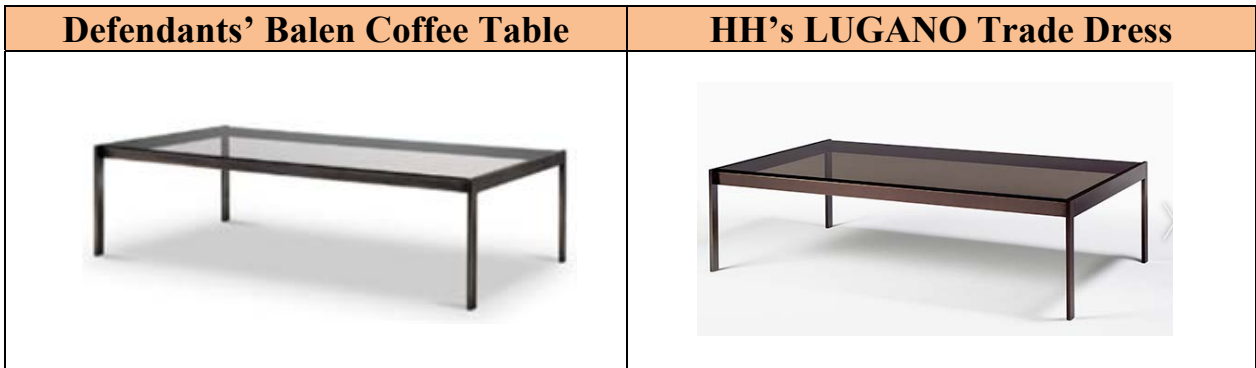
167. Subsequent to HH's use and adoption of the RU DE SEINE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the RU DE SEINE Trade Dress, but is a slavish copy of HH's proprietary design. Examples of Defendants' infringing use of the RU DE SEINE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), are shown below:

Defendants' Accused Products	HH's RU DE SEINE Trade Dress
<p data-bbox="451 1129 727 1161">Brodric Coffee Table</p> 	
<p data-bbox="475 1388 703 1419">Calida Side Table</p> 	

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168. Subsequent to HH’s use and adoption of the LUGANO Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the LUGANO Trade Dress, but is a slavish copy of HH’s proprietary design. An example of Defendants’ infringing use of the LUGANO Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown below:





169. Subsequent to HH’s use and adoption of the MAJE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the MAJE Trade Dress, but is a slavish copy of HH’s proprietary design. An example of Defendants’ infringing use of the MAJE Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown below:

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Defendants' Blase Coffee Table	HH's MAJE Trade Dress
	

170. Subsequent to HH's use and adoption of the GUNSIGHT Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the GUNSIGHT Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the GUNSIGHT Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown below:

Defendants' Abbast Dining Table	HH's GUNSIGHT Trade Dress
	

171. Subsequent to HH's use and adoption of the TRICE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the TRICE Trade Dress, but is a slavish copy of HH's proprietary design. Examples of Defendants' infringing use of the TRICE Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), are shown below:

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Defendants' Accused Products	HH's TRICE Trade Dress
<p data-bbox="467 237 711 273">Alpa Dining Table</p> 	
<p data-bbox="467 621 711 657">Anka Dining Table</p> 	

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172. Subsequent to HH's use and adoption of the ETOILLE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the ETOILLE Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the ETOILLE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

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Defendants' Atessa Dining Table	HH's ETOILLE Trade Dress
	

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173. Subsequent to HH's use and adoption of the BRONZE Trade Dress, and the development of secondary meaning in that trade dress,

1 Defendants have developed, manufactured, imported, advertised, and/or sold  
 2 products that use trade dress that is not only confusingly similar to the  
 3 BRONZE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 4 example of Defendants’ infringing use of the BRONZE Trade Dress, as found  
 5 on www.olivyastone.com, is shown below:

6 <b>Defendants’ Accused Products</b>	7 <b>HH’s BRONZE Trade Dress</b>
<p>8 Dante Console</p> 	
<p>11 Boden Coffee Table</p> 	



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 18 174. Subsequent to HH’s use and adoption of the BRIMSTONE Trade  
 19 Dress, and the development of secondary meaning in that trade dress,  
 20 Defendants have developed, manufactured, imported, advertised, and/or sold  
 21 products that use trade dress that is not only confusingly similar to the  
 22 BRIMSTONE Trade Dress, but is a slavish copy of HH’s proprietary design.  
 23 An example of Defendants’ infringing use of the BRIMSTONE Trade Dress, as  
 24 found on www.olivyastone.com, is shown below:

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<b>Defendants' Daphane Console</b>	<b>HH's BRIMSTONE Trade Dress</b>
	

175. Subsequent to HH's use and adoption of the HASTINGS Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the HASTINGS Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the HASTINGS Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

<b>Defendants' Dennis Console</b>	<b>HH's HASTINGS Trade Dress</b>
	

176. Subsequent to HH's use and adoption of the LUSITANIA CONSOLE Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the LUSITANIA CONSOLE Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the  
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1 LUSITANIA CONSOLE Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is  
 2 shown below:

3 <b>Defendants’ Daryn Console</b>	4 <b>HH’s LUSITANIA CONSOLE Trade Dress</b>
	

10 177. Subsequent to HH’s use and adoption of the WYENTH Trade  
 11 Dress, and the development of secondary meaning in that trade dress,  
 12 Defendants have developed, manufactured, imported, advertised, and/or sold  
 13 products that use trade dress that is not only confusingly similar to the  
 14 WYENTH Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 15 example of Defendants’ infringing use of the WYENTH Trade Dress, as found  
 16 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

17 <b>Defendants’ Demi Console</b>	18 <b>HH’s WYENTH Trade Dress</b>
	



24 178. Subsequent to HH’s use and adoption of the CHANNEL Trade  
 25 Dress, and the development of secondary meaning in that trade dress,  
 26 Defendants have developed, manufactured, imported, advertised, and/or sold  
 27 products that use trade dress that is not only confusingly similar to the  
 28 CHANNEL Trade Dress, but is a slavish copy of HH’s proprietary design. An



1 example of Defendants’ infringing use of the CHANNEL Trade Dress, as found  
 2 on [www.olivystone.com](http://www.olivystone.com), is shown below:



3 <b>Defendants’ Dune Credenza</b>	4 <b>HH’s CHANNEL Trade Dress</b>
 <p>5 6 7 8</p>	

9 179. Subsequent to HH’s use and adoption of the OSLO CREDENZA  
 10 Trade Dress, and the development of secondary meaning in that trade dress,  
 11 Defendants have developed, manufactured, imported, advertised, and/or sold  
 12 products that use trade dress that is not only confusingly similar to the OSLO  
 13 CREDENZA Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 14 example of Defendants’ infringing use of the OSLO CREDENZA Trade Dress,  
 15 as found on [www.olivystone.com](http://www.olivystone.com), is shown below:

16 <b>Defendants’ Drogo Credenza</b>	17 <b>HH’s OSLO CREDENZA Trade Dress</b>
 <p>18 19 20 21</p>	

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 23 180. Subsequent to HH’s use and adoption of the ANTIDOTE Trade  
 24 Dress, and the development of secondary meaning in that trade dress,  
 25 Defendants have developed, manufactured, imported, advertised, and/or sold  
 26 products that use trade dress that is not only confusingly similar to the  
 27 ANTIDOTE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 28 example of Defendants’ infringing use of the ANTIDOTE Trade Dress, as

1 found on www.olivyastone.com, is shown below:



<b>Defendants' Duro Credenza</b>	<b>HH's ANTIDOTE Trade Dress</b>
	

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10 181. Subsequent to HH's use and adoption of the BORNEO Trade  
11 Dress, and the development of secondary meaning in that trade dress,  
12 Defendants have developed, manufactured, imported, advertised, and/or sold  
13 products that use trade dress that is not only confusingly similar to the  
14 BORNEO Trade Dress, but is a slavish copy of HH's proprietary design. An  
15 example of Defendants' infringing use of the BORNEO Trade Dress, as found  
16 on www.olivyastone.com, is shown below:

<b>Defendants' Dollie Credenza</b>	<b>HH's BORNEO Trade Dress</b>
	

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23 182. Subsequent to HH's use and adoption of the LIEUTENANT Trade  
24 Dress, and the development of secondary meaning in that trade dress,  
25 Defendants have developed, manufactured, imported, advertised, and/or sold  
26 products that use trade dress that is not only confusingly similar to the  
27 LIEUTENANT Trade Dress, but is a slavish copy of HH's proprietary design.  
28 An example of Defendants' infringing use of the LIEUTENANT Trade Dress,

1 as found on [www.olivystone.com](http://www.olivystone.com), is shown below:



2 <b>Defendants' Dirce Credenza</b>	3 <b>HH's LIEUTENANT Trade Dress</b>
	

9 183. Subsequent to HH's use and adoption of the OSLO CABINET  
 10 Trade Dress, and the development of secondary meaning in that trade dress,  
 11 Defendants have developed, manufactured, imported, advertised, and/or sold  
 12 products that use trade dress that is not only confusingly similar to the OSLO  
 13 CABINET Trade Dress, but is a slavish copy of HH's proprietary design. An  
 14 example of Defendants' infringing use of the OSLO CABINET Trade Dress, as  
 15 found on [www.olivystone.com](http://www.olivystone.com), is shown below:



16 <b>Defendants' Dones Credenza</b>	17 <b>HH's OSLO CABINET Trade Dress</b>
	

24 184. Subsequent to HH's use and adoption of the JAVIER Trade Dress,  
 25 and the development of secondary meaning in that trade dress, Defendants have  
 26 developed, manufactured, imported, advertised, and/or sold products that use  
 27 trade dress that is not only confusingly similar to the JAVIER Trade Dress, but  
 28 is a slavish copy of HH's proprietary design. An example of Defendants'

1 infringing use of the JAVIER Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com),  
 2 is shown below:



3 <b>Defendants' Dasu Credenza</b>	4 <b>HH's JAVIER Trade Dress</b>
	

10 185. Subsequent to HH's use and adoption of the AVILA Trade Dress,  
 11 and the development of secondary meaning in that trade dress, Defendants have  
 12 developed, manufactured, imported, advertised, and/or sold products that use  
 13 trade dress that is not only confusingly similar to the AVILA Trade Dress, but is  
 14 a slavish copy of HH's proprietary design. An example of Defendants'  
 15 infringing use of the AVILA Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 16 shown below:

17 <b>Defendants' Donna Bookcase</b>	18 <b>HH's AVILA Trade Dress</b>
	

25 186. Subsequent to HH's use and adoption of the HURON Trade Dress,  
 26 and the development of secondary meaning in that trade dress, Defendants have  
 27 developed, manufactured, imported, advertised, and/or sold products that use  
 28 trade dress that is not only confusingly similar to the HURON Trade Dress, but

1 is a slavish copy of HH’s proprietary design. An example of Defendants’  
 2 infringing use of the HURON Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com),  
 3 is shown below:

Defendants’ Dagon Bookcase	HH’s HURON Trade Dress
	

12 187. Subsequent to HH’s use and adoption of the LUSITANIA  
 13 CABINET Trade Dress, and the development of secondary meaning in that  
 14 trade dress, Defendants have developed, manufactured, imported, advertised,  
 15 and/or sold products that use trade dress that is not only confusingly similar to  
 16 the LUSITANIA CABINET Trade Dress, but is a slavish copy of HH’s  
 17 proprietary design. An example of Defendants’ infringing use of the  
 18 LUSITANIA CABINET Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 19 shown below:

Defendants’ Danele Wine Cabinet	HH’s LUSITANIA CABINET Trade Dress
	

28 188. Subsequent to HH’s use and adoption of the SCRIBE Trade Dress,

1 and the development of secondary meaning in that trade dress, Defendants have  
 2 developed, manufactured, imported, advertised, and/or sold products that use  
 3 trade dress that is not only confusingly similar to the SCRIBE Trade Dress, but  
 4 is a slavish copy of HH's proprietary design. An example of Defendants'  
 5 infringing use of the SCRIBE Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com),  
 6 is shown below:





14 189. Subsequent to HH's use and adoption of the ANVIL Trade Dress,  
 15 and the development of secondary meaning in that trade dress, Defendants have  
 16 developed, manufactured, imported, advertised, and/or sold products that use  
 17 trade dress that is not only confusingly similar to the ANVIL Trade Dress, but is  
 18 a slavish copy of HH's proprietary design. An example of Defendants'  
 19 infringing use of the ANVIL Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is  
 20 shown below:



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1            190. Subsequent to HH’s use and adoption of the CONVEX Trade  
 2 Dress, and the development of secondary meaning in that trade dress,  
 3 Defendants have developed, manufactured, imported, advertised, and/or sold  
 4 products that use trade dress that is not only confusingly similar to the  
 5 CONVEX Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 6 example of Defendants’ infringing use of the CONVEX Trade Dress, as found  
 7 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

8 <b>Defendants’ Kiba Mirror</b>	<b>HH’s CONVEX Trade Dress</b>
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14            191. Subsequent to HH’s use and adoption of the JUNIPER Trade  
 15 Dress, and the development of secondary meaning in that trade dress,  
 16 Defendants have developed, manufactured, imported, advertised, and/or sold  
 17 products that use trade dress that is not only confusingly similar to the  
 18 JUNIPER Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 19 example of Defendants’ infringing use of the JUNIPER Trade Dress, as found  
 20 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

21 <b>Defendants’ Cacia Side Table</b>	<b>HH’s JUNIPER Trade Dress</b>
22 23 24 25 26 27 28 	

1           192. Subsequent to HH’s use and adoption of the FISH Trade Dress, and  
 2 the development of secondary meaning in that trade dress, Defendants have  
 3 developed, manufactured, imported, advertised, and/or sold products that use  
 4 trade dress that is not only confusingly similar to the FISH Trade Dress, but is a  
 5 slavish copy of HH’s proprietary design. An example of Defendants’ infringing  
 6 use of the FISH Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown  
 7 below:

8 <b>Defendants’ Benin Coffee Table</b>	<b>HH’s FISH Trade Dress</b>
	

14           193. Subsequent to HH’s use and adoption of the CARLYLE Trade  
 15 Dress, and the development of secondary meaning in that trade dress,  
 16 Defendants have developed, manufactured, imported, advertised, and/or sold  
 17 products that use trade dress that is not only confusingly similar to the  
 18 CARLYLE Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 19 example of Defendants’ infringing use of the CARLYLE Trade Dress, as found  
 20 on [www.olivystone.com](http://www.olivystone.com), is shown below:

21 <b>Defendants’ Ara Dining Table</b>	<b>HH’s CARLYLE Trade Dress</b>
	

27           194. Subsequent to HH’s use and adoption of the HADRIEN  
 28 UPHOLSTERED Trade Dress, and the development of secondary meaning in



1 that trade dress, Defendants have developed, manufactured, imported,  
 2 advertised, and/or sold products that use trade dress that is not only confusingly  
 3 similar to the HADRIEN UPHOLSTERED Trade Dress, but is a slavish copy of  
 4 HH’s proprietary design. Examples of Defendants’ infringing use of the  
 5 HADRIEN UPHOLSTERED Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com),  
 6 are shown below:

7 <b>Defendants’ Accused Products</b>	8 <b>HH’s HADRIEN UPHOLSTERED Trade Dress</b>
<p>9 Efrem Bench</p> 	
<p>13 Hoshi Lounge Chair</p> 	
<p>19 Hoshi Sofa</p> 	

25 195. Subsequent to HH’s use and adoption of the DE STIJL Trade  
 26 Dress, and the development of secondary meaning in that trade dress,  
 27 Defendants have developed, manufactured, imported, advertised, and/or sold  
 28 products that use trade dress that is not only confusingly similar to the DE

1 STIJL Trade Dress, but is a slavish copy of HH’s proprietary design. An  
 2 example of Defendants’ infringing use of the DE STIJL Trade Dress, as found  
 3 on [www.olivyastone.com](http://www.olivyastone.com), is shown below:



4 <b>Defendants’ Dalia Credenza</b>	HH’s DE STIJL Trade Dress
	

10 196. Subsequent to HH’s use and adoption of the OCTAGONAL Trade  
 11 Dress, and the development of secondary meaning in that trade dress,  
 12 Defendants have developed, manufactured, imported, advertised, and/or sold  
 13 products that use trade dress that is not only confusingly similar to the  
 14 OCTAGONAL Trade Dress, but is a slavish copy of HH’s proprietary design.  
 15 An example of Defendants’ infringing use of the OCTAGONAL Trade Dress,  
 16 as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

17 <b>Defendants’ Bellona Coffee Table</b>	HH’s OCTAGONAL Trade Dress
	

23 197. Subsequent to HH’s use and adoption of the FALLING WATER  
 24 Trade Dress, and the development of secondary meaning in that trade dress,  
 25 Defendants have developed, manufactured, imported, advertised, and/or sold  
 26 products that use trade dress that is not only confusingly similar to the  
 27 FALLING WATER Trade Dress, but is a slavish copy of HH’s proprietary  
 28 design. An example of Defendants’ infringing use of the FALLING WATER

1 Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:


2 <b>Defendants’ Bianka Coffee Table</b>	3 <b>HH’s FALLING WATER Trade Dress</b>
	

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9 198. Subsequent to HH’s use and adoption of the SIENNA Trade Dress,  
10 and the development of secondary meaning in that trade dress, Defendants have  
11 developed, manufactured, imported, advertised, and/or sold products that use  
12 trade dress that is not only confusingly similar to the SIENNA Trade Dress, but  
13 is a slavish copy of HH’s proprietary design. An example of Defendants’  
14 infringing use of the SIENNA Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com),  
15 is shown below:



16 <b>Defendants’ Atra Dining Table</b>	17 <b>HH’s SIENNA Trade Dress</b>
	

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22 199. Subsequent to HH’s use and adoption of the LUGANO SIDE  
23 Trade Dress, and the development of secondary meaning in that trade dress,  
24 Defendants have developed, manufactured, imported, advertised, and/or sold  
25 products that use trade dress that is not only confusingly similar to the  
26 LUGANO SIDE Trade Dress, but is a slavish copy of HH’s proprietary  
27 design. An example of Defendants’ infringing use of the LUGANO SIDE  
28 Trade Dress, as found on [www.olivyastone.com](http://www.olivyastone.com), is shown below:

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Defendants' Caprice Side Table	HH's LUGANO SIDE Trade Dress
	

200. Subsequent to HH's use and adoption of the RUCCI Trade Dress, and the development of secondary meaning in that trade dress, Defendants have developed, manufactured, imported, advertised, and/or sold products that use trade dress that is not only confusingly similar to the RUCCI Trade Dress, but is a slavish copy of HH's proprietary design. An example of Defendants' infringing use of the RUCCI Trade Dress, as found on [www.olivystone.com](http://www.olivystone.com), is shown below:

Defendants' Dalis Screen	HH's RUCCI Trade Dress
	

201. HH is informed and believes, and based thereon alleges, that Defendants infringed HH's trade dress rights with the intent to unfairly compete with HH, to trade upon HH's reputation and goodwill by causing confusion and mistake among customers and the public, and to deceive the public into believing that Defendants' products are associated with, sponsored by, originated from, or are approved by HH, when they are not, resulting in a loss of

1 reputation in, and mischaracterization of, HH's products and its brand,  
2 damaging its marketability and saleability.

3 202. Defendants' activities constitute willful and intentional  
4 infringement of HH's trade dress rights in total disregard of HH's proprietary  
5 rights, and were done despite Defendants' knowledge that use of each of the HH  
6 Trade Dress was and is in direct contravention of HH's rights.

7 203. HH is informed and believes, and based thereon alleges, that  
8 Defendants have derived and received, and will continue to derive and receive,  
9 gains, profits, and advantages from Defendants' trade dress infringement in an  
10 amount that is not presently known to HH. By reason of Defendants' actions,  
11 constituting trade dress infringement, HH has been damaged and is entitled to  
12 monetary relief in an amount to be determined at trial.

13 204. Pursuant to 15 U.S.C. § 1117, HH is entitled to recover  
14 (1) Defendants' profits, (2) any damages sustained by HH, and (3) the costs of  
15 the action. In assessing damages, the Court may enter judgment up to three  
16 times actual damages, and in awarding profits, the Court may in its discretion  
17 enter judgment for such sum as the court shall find to be just, according to the  
18 circumstances of the case. The Court may also award HH its reasonable  
19 attorneys' fees for the necessity of bringing this claim.

20 205. Due to Defendants' actions, constituting trade dress infringement,  
21 HH has suffered great and irreparable injury, for which HH has no adequate  
22 remedy at law.

23 206. Defendants will continue to infringe HH's trade dress rights to the  
24 great and irreparable injury of HH, unless and until Defendant is enjoined by  
25 this Court.

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1 **THIRD CLAIM FOR RELIEF**

2 (False Designation of Origin &  
3 Federal Unfair Competition)  
4 (15 U.S.C. § 1125(a))

5 207. HH repeats and re-alleges the allegations of paragraphs 1-114 and  
6 128-206 of this Complaint as if set forth fully herein.

7 208. This is a claim for unfair competition and false designation of  
8 origin arising under 15 U.S.C. § 1125(a).

9 209. Defendants' use of each of the HH Trade Dress, as well as the HH  
10 Trade Dress as a whole, without HH's consent, constitutes a false designation of  
11 origin, false or misleading description of fact, or false or misleading  
12 representation of fact, which is likely to cause confusion, or to cause mistake, or  
13 to deceive as to the affiliation, connection, or association of such person with  
14 another person, or as to the origin, sponsorship, or approval of his or her goods  
15 or commercial activities by another person in violation of 15 U.S.C. § 1125(a).

16 210. Defendants' use of each of the HH Trade Dress, as well as the HH  
17 Trade Dress as a whole, without HH's consent, constitutes a false designation of  
18 origin, false or misleading description of fact, or false or misleading  
19 representation of fact, which in commercial advertising or promotion,  
20 misrepresents the nature, characteristics, qualities, or geographic origin of his  
21 goods or commercial activities in violation of 15 U.S.C. § 1125(a).

22 211. By displaying HH's products to customers, and then substituting  
23 Defendants' own products in their place, Defendants are passing off their own  
24 products as those of HH. Further, Defendants have thereby falsely designated  
25 the origin of their products as originating from HH, and competed unfairly with  
26 HH. Consumers purchasing Defendants' products after seeing HH's products  
27 are likely to be confused as to whether HH is the source of Defendants' products  
28 or whether HH sponsors or otherwise endorses Defendants' products.  
Defendants' conduct constitutes a violation of 15 U.S.C. §1125(a).

1           212. HH is informed and believes that Defendants' acts of false  
2 designation of origin, passing off, and unfair competition have been willful and  
3 without regard to HH's rights.

4           213. HH has been damaged by Defendants' conduct in an amount to be  
5 determined at trial.

6           214. Such conduct by Defendants is likely to confuse, mislead, and  
7 deceive Defendants' customers, purchasers, and members of the public as to the  
8 origin of Defendants' products or cause said persons to believe that Defendants  
9 and/or their products have been sponsored, approved, authorized, or licensed by  
10 HH or are in some way affiliated or connected with HH, all in violation of 15  
11 U.S.C. § 1125(a), and this constitutes unfair competition with HH.

12           215. HH is informed and believes, and based thereon alleges, that  
13 Defendants' actions were undertaken willfully with full knowledge of the falsity  
14 of such designation of origin, passing off, and false descriptions or  
15 representations.

16           216. HH is informed and believes, and based thereon alleges, that  
17 Defendants have derived and received, and will continue to derive and receive,  
18 gains, profits, and advantages from Defendants' false designation of origin, false  
19 or misleading statements, descriptions of fact, false or misleading  
20 representations of fact, passing off, and unfair competition in an amount that is  
21 not presently known to HH. By reason of Defendants' actions, constituting  
22 false designation of origin, false or misleading statements, false or misleading  
23 descriptions of fact, false or misleading representations of fact, passing off, and  
24 unfair competition, HH has been damaged and is entitled to monetary relief in  
25 an amount to be determined at trial.

26           217. Pursuant to 15 U.S.C. § 1117, HH is entitled to recover  
27 (1) Defendants' profits, (2) any damages sustained by HH, and (3) the costs of  
28 the action. In assessing damages, the Court may enter judgment up to three

1 times actual damages, and in awarding profits, the Court may in its discretion  
2 enter judgment for such sum as the court shall find to be just, according to the  
3 circumstances of the case. The Court may also award HH its reasonable  
4 attorneys' fees for the necessity of bringing this claim.

5 218. Due to Defendants' actions, constituting false designation of origin,  
6 false or misleading statements, false or misleading description of fact, false or  
7 misleading representations of fact, passing off, and unfair competition, HH has  
8 suffered and continues to suffer great and irreparable injury, for which HH has  
9 no adequate remedy at law.

10 219. Defendants will continue their false designation of origin, false or  
11 misleading statements, false or misleading description of fact, false or  
12 misleading representations of fact, passing off, and unfair competition, unless  
13 and until Defendants are enjoined by this Court.

14 **FOURTH CLAIM FOR RELIEF**

15 (False Advertising 15 U.S.C. §1125(a))

16 220. HH repeats and re-alleges the allegations of paragraphs 1-114 and  
17 128-219 of this Complaint as if set forth fully herein.

18 221. Defendants have engaged in false advertising in violation of 15  
19 U.S.C. §1125(a) by posting photographs of HH's products and falsely claiming  
20 the products to be their own.

21 222. Defendants are not and have never been authorized to advertise,  
22 sell, or offer to sell HH's products.

23 223. Defendants' false advertising has confused consumers into  
24 believing that the advertised HH products are or were available from  
25 Defendants.

26 224. Defendants thereby diverted sales away from HH and its  
27 distributors, and otherwise caused harm to HH, in an amount to be proven at  
28 trial.



1           225. HH is informed and believes that Defendants' false advertising has  
2 been willful and without regard to HH's rights.

3           226. Defendants' false advertising will not stop unless enjoined by this  
4 Court.

5                           **FIFTH CLAIM FOR RELIEF**

6                           (California Unfair Competition)

7           227. HH repeats and re-alleges the allegations of paragraphs 1-114 and  
8 128-226 of this Complaint as if set forth fully herein.

9           228. This is a claim for unfair competition, arising under California  
10 Business & Professions Code § 17200, *et seq.* and California common law.

11           229. Defendants' acts of trade dress infringement, false designation of  
12 origin, passing off, and false advertising complained of herein constitute unfair  
13 competition with HH under the common law and statutory laws of the State of  
14 California, including California Business & Professions Code § 17200 *et seq.*

15           230. HH is informed and believes, and based thereon alleges, that  
16 Defendants have derived and received, and will continue to derive and receive,  
17 gains, profits and advantages from Defendants' unfair competition in an amount  
18 that is not presently known to HH.

19           231. By reason of Defendants' wrongful acts as alleged in this  
20 Complaint, HH has been damaged and is entitled to monetary relief in an  
21 amount to be determined at trial.

22           232. By their actions, Defendants have injured and violated the rights of  
23 HH and have irreparably injured HH, and such irreparable injury will continue  
24 unless Defendants are enjoined by this Court.

25           233. Defendants engaged in its acts of unfair competition in violation of  
26 the common law of California with malice, oppression, and fraud. Accordingly,  
27 an award of punitive damages is appropriate in an amount to be determined at  
28 trial.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, HH prays for judgment in its favor against Defendants  
3 for the following relief:

4 A. An Order adjudging each of the Defendants to have willfully  
5 infringed the Asserted Patents under 35 U.S.C. § 271;

6 B. A preliminary and permanent injunction enjoining each of the  
7 Defendants, their respective officers, directors, agents, servants, employees, and  
8 attorneys, and those persons in active concert or participation therewith, from  
9 infringing the Asserted Patents in violation of 35 U.S.C. § 271, including, for  
10 example, through the manufacture, use, sale, offer for sale, and/or importation  
11 into the United States of Defendants' products accused of infringing the  
12 Asserted Patents and any products that are not colorably different from these  
13 products;

14 C. That Defendants account for all gains, profits, and advantages  
15 derived by Defendants' infringement of the Asserted Patents in violation of  
16 35 U.S.C. § 271, and that Defendants pay to HH all damages suffered by HH  
17 and/or Defendants' total profit from such infringement pursuant to 35 U.S.C.  
18 §§ 284 and 289;

19 D. That the Court find for HH and against Defendants on HH's claims  
20 of trade dress infringement, false designation of origin, passing off, false  
21 advertising, and unfair competition under 15 U.S.C. § 1125(a);

22 E. That the Court find for HH and against Defendants on HH's claims  
23 of unfair competition under California Business & Professions Code § 17200, et  
24 seq. and California common law;

25 F. That the Court issue a preliminary and permanent injunction  
26 against each of the Defendants, their agents, servants, employees,  
27 representatives, successors, and assigns, and all persons, firms, or corporations  
28 in active concert or participation therewith, enjoining them from engaging in the

1 following activities and from assisting or inducing, directly or indirectly, others  
2 to engage in the following activities:

- 3 1. manufacturing, importing, marketing, displaying,  
4 distributing, offering to sell, and/or selling Defendants'  
5 products shown above as infringing any of HH's Trade  
6 Dress, or any products that are not colorably different  
7 therefrom;
- 8 2. using any of the HH Trade Dress, or any other trade dress  
9 that is confusingly similar to such trade dress;
- 10 3. falsely designating the origin of Defendants' goods;
- 11 4. passing off their goods as those of HH;
- 12 5. misrepresenting by any means whatsoever, directly or  
13 indirectly, the source or sponsorship of any of Defendants'  
14 products, including by advertising and/or displaying an HH  
15 product to customers and substituting Defendants' own  
16 products instead;
- 17 6. falsely advertising HH's products as their own;
- 18 7. unfairly competing with HH in any manner whatsoever;
- 19 8. causing a likelihood of confusion or injuries to HH's  
20 business reputation; and
- 21 9. manufacturing, importing, marketing, displaying,  
22 distributing, offering to sell, and/or selling any goods that  
23 infringe any of the HH Trade Dress.

24 G. That an accounting be ordered to determine Defendants' profits  
25 resulting from its trade dress infringement, false designation of origin, passing  
26 off, false advertising, and unfair competition, and that HH be awarded monetary  
27 relief in an amount to be fixed by the Court in its discretion as it finds just as an  
28 equitable remedy and as a remedy under 15 U.S.C. § 1117, including:

- 1 1. all profits received by Defendants from sales and revenues of
- 2 any kind made as a result of their infringing actions;
- 3 2. all damages sustained by HH as a result of Defendants' acts
- 4 of trade dress infringement, false designation of origin,
- 5 passing off, false advertising, and unfair competition;
- 6 3. the costs of this action;

7 H. That such award to HH of damages and profits be trebled pursuant  
8 to 15 U.S.C. § 1117;

9 I. An Order adjudging that this is an exceptional case under 15  
10 U.S.C. § 1117 and/or 35 U.S.C. § 285;

11 J. That, because of the exceptional nature of this case resulting from  
12 Defendants' deliberate infringing actions, this Court award to HH all reasonable  
13 attorneys' fees, costs, and disbursements incurred as a result of this action,  
14 pursuant to 15 U.S.C. § 1117 and/or 35 U.S.C. § 285;

15 K. That HH recover exemplary or punitive damages pursuant to  
16 California Civil Code § 3294;

17 L. An Order for a trebling of damages to HH because of Defendants'  
18 willful patent infringement pursuant to 35 U.S.C. § 284;

19 M. An award of pre-judgment and post-judgment interest and costs of  
20 this action against Defendants; and,

21 N. Such other and further relief as this Court may deem just and  
22 proper.

23 KNOBBE, MARTENS, OLSON & BEAR, LLP

24 Dated: January 31, 2019

By: /s/ Ali S. Razai

Paul A. Stewart

Ali S. Razai

Clayton R. Henson

26  
27 Attorneys for Plaintiff  
28 Holly Hunt Enterprises, Inc.

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**DEMAND FOR JURY TRIAL**

Plaintiff HH, Inc. hereby demands a trial by jury on all issues so triable.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: January 31, 2019

By: /s/ Ali S. Razai  
Paul A. Stewart  
Ali S. Razai  
Clayton R. Henson

Attorneys for Plaintiff  
Holly Hunt Enterprises, Inc.