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10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

12 **UNIQUE GARAGE DOOR INC., a**
13 **California corporation,**

14 **Plaintiff,**

15 **vs.**

16 **CLOPAY BUILDING PRODUCTS**
17 **COMPANY, INC., a corporation of**
18 **Delaware; THE HOME DEPOT, INC.,**
19 **a corporation of Delaware; HOME**
20 **DEPOT U.S.A., INC., a corporation of**
21 **Delaware; and DOES 1-10, Inclusive,**

22 **Defendants.**

CASE NO.: 8:19-CV-0756

COMPLAINT FOR
PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

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1 COMES NOW Plaintiff UNIQUE GARAGE DOOR INC., a corporation of
2 California (hereafter “Plaintiff” or “Unique”), and for its Complaint against
3 CLOPAY BUILDING PRODUCTS COMPANY, INC., a corporation of Delaware
4 (hereafter “Clopay”); THE HOME DEPOT, INC., a corporation of Delaware;
5 HOME DEPOT U.S.A., INC., a corporation of Delaware (hereafter The Home
6 Depot, Inc. and Home Depot U.S.A., Inc. are jointly referred to as “Home Depot”);
7 (hereafter Clopay and Home Depot are jointly referred to as “Defendants”) and
8 DOES 1-10, complains and alleges as follows:

9
10 **THE PARTIES**

11 1. Plaintiff UNIQUE GARAGE DOOR INC. is a corporation duly
12 formed and existing under the laws of the State of California and has its principal
13 place of business located at 6259 Descanso Ave., Buena Park, California 90620.
14 Unique is the owner by assignment of all title, right and interest in and to the
15 United States Patent 9,856,685 (hereafter “the ‘685 Patent”), with the right to
16 enforce the ‘685 Patent. During the time period from January 2, 2018 through
17 January 2, 2019, Unique was the exclusive licensee of the ‘685 Patent with the
18 right to enforce the ‘685 Patent, which is the subject of this Complaint.
19

20 2. Plaintiff is informed and believes and based thereon alleges that
21 Defendant CLOPAY BUILDING PRODUCTS COMPANY, INC. is a corporation
22 formed and existing under the laws of the State of Delaware and has its principal
23 place of business located at 8585 Duke Boulevard, Mason, Ohio 45040-3101.

24 3. Plaintiff is informed and believes and based thereon alleges that
25 Defendant THE HOME DEPOT, INC. is a corporation formed and existing under
26 the laws of the State of Delaware and has its principal place of business located at
27 2455 Paces Ferry Road, Atlanta, Georgia 30339.
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1 4. Plaintiff is informed and believes and based thereon alleges that
2 Defendant HOME DEPOT U.S.A., INC. is a corporation formed and existing
3 under the laws of the State of Delaware and has its principal place of business
4 located at 2455 Paces Ferry Road, Atlanta, Georgia 30339.

5 5. Plaintiff is informed and believes and based thereon alleges that
6 Clopay is doing continuous and substantial business within this judicial district in
7 the State of California. In particular, Plaintiff is informed and believes and based
8 thereon alleges that Clopay has been and is advertising, offering for sale, selling
9 and/or placing products in the stream of commerce in the United States knowing
10 that they will be sold to consumers in this judicial district. In particular, as set forth
11 in detail below, Clopay has been and is advertising, offering for sale and/or selling
12 the infringing “QuietFlex Hinge” (hereafter “Infringing Hinge”) in this judicial
13 district.

14 6. Plaintiff is informed and believes and based thereon alleges that Home
15 Depot is doing continuous and substantial business within this judicial district in
16 the State of California and Home Depot is an authorized dealer of Clopay. In
17 particular, Home Depot operates dozens of multiple brick and mortar stores in the
18 State of California and in this judicial district, where customers may obtain
19 Clopay’s products, including the Infringing Hinge.

20 7. Plaintiff is ignorant of the true names and capacities of defendants
21 sued herein as DOES 1 through 10, inclusive, and therefore sues such defendants
22 by such fictitious names. At such time as the true names and capacities of these
23 DOE Defendants are ascertained, Plaintiff will seek leave of the Court to amend its
24 Complaint to allege their true names and capacities. Plaintiff is informed and
25 believes, and upon such information and belief alleges, that at all times mentioned
26 herein, each of the DOE defendants was responsible, along with the named
27 Defendants. Plaintiff is further informed and believes and based thereon alleges
28

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1 that the Defendants and the DOE defendants, and each and every one of them,
2 knowingly and willfully conspired and agreed among themselves or induced each
3 other to commit the wrongful acts as set forth herein. These wrongful acts were
4 done pursuant to and in furtherance of this conspiracy, agreement and/or
5 inducement. Plaintiff is further informed and believes and based thereon alleges
6 that certain individuals named at this time as DOE Defendants and each of them,
7 are responsible in some manner, by their acts and/or omissions, for the matters
8 alleged herein. The wrongful acts alleged herein were done through their acts
9 and/or omissions.

10 8. Plaintiff is informed and believes and based thereon alleges that at all
11 times mentioned herein, Defendants, and each of them, were and are the agents,
12 servants, employees, parents, subsidiaries, and/or co-conspirators of each other,
13 and were and are acting within the scope of such agency or employment, parent
14 ownership, or subsidiary ownership, or otherwise participated in the improper
15 conduct alleged herein. Each of the Defendants is in some form or manner
16 responsible for the conduct herein complained of, and Plaintiff's harm and
17 damages are proximately caused by the conduct of each.

18
19
20 **JURISDICTION AND VENUE**

21 9. This Complaint is for patent infringement, which arises under the
22 patent laws of the United States, Title 35 U.S.C. §§ 101 et seq., particularly in
23 violation of § 271 and under §§ 282-285. This Court has original jurisdiction over
24 the subject matter of this cause of action pursuant to Article 1, Section 8 of the
25 United States Constitution, and pursuant to the provisions of 28 U.S.C. §§ 1331
26 and 1338(a).

27 10. Plaintiff is informed and believes and based thereon alleges that this
28 Court has personal jurisdiction over the Defendants in that each have an

1 established place of business in this judicial district. Further, Plaintiff is informed
2 and believes and based thereon alleges that the Defendants have been and are
3 transacting substantial and continuous business within this judicial district and
4 committed acts of patent infringement within this judicial district.

5 11. Namely, Plaintiff is informed and believes and based thereon alleges
6 that Clopay has 50 distribution centers throughout the United States and Canada,
7 one of which is located in this judicial district, at 16731 Knott Ave, La Mirada,
8 California 90638. Plaintiff is further informed and believes that Clopay has a
9 showroom and a sales office at its distribution center located in La Mirada, and it
10 employs full time employees there. Attached hereto as **Exhibit 1** and incorporated
11 by reference is a true and correct copy of a printout from the website of Clopay,
12 www.clopaydoor.com, stating that Clopay has 50 distribution centers throughout
13 the United States and Canada, and operates a nationwide professional dealer
14 network. Also attached hereto as **Exhibit 2** and incorporated by reference is a true
15 and correct copy of a printout from the website of Clopay that shows that Clopay is
16 seeking applications for a full-time employee position of a regional sales
17 representative, at its location at La Mirada, California. Further, attached hereto as
18 **Exhibit 3** and incorporated by reference is a true and correct copy of a printout
19 from the website www.glassdoor.com, listing the job offer for a distribution center
20 coordinator in Clopay's La Mirada Distribution Center.

21
22 12. In addition, Clopay offers for sale and sells the Infringing Hinge at its
23 distribution center located in La Mirada. Attached hereto as **Exhibit 4** and
24 incorporated by reference is a true and correct copy of an invoice showing that on
25 or about March 1, 2019, Clopay sold an Infringing Hinge at the Clopay distribution
26 center and sales office located in La Mirada, California. Therefore, Plaintiff alleges
27 that Clopay has an established and regular place of business in this judicial district.
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1 13. Furthermore, Plaintiff is informed and believes and based thereon
2 alleges that retailer customers in the State of California may purchase Clopay
3 merchandise, including the Infringing Hinge, directly from Clopay in this judicial
4 district through Clopay's authorized dealers. Attached hereto as **Exhibit 5** and
5 incorporated by reference is a true and correct copy of a printout from the website
6 of Clopay, www.clopaydoor.com, listing Clopay's authorized dealers located in the
7 greater Los Angeles area. Therefore, a substantial part of Defendant's acts
8 complained of herein, and the events giving rise to the claims in this case occurred
9 in this judicial district.

10 14. Plaintiff is informed and believes and based thereon alleges that Home
11 Depot is an authorized dealer of Clopay, and as such, it offers for sale and sells
12 hundreds of different Clopay products. Plaintiff is further informed and believes
13 and based thereon alleges that Clopay's customers may place an order for an
14 upgrade to their Clopay garage door at the various Home Depot locations in this
15 judicial district. Plaintiff is also informed and believes and based thereon alleges
16 that customers of Home Depot in this judicial district may place an order for a
17 Medallion Hardware Upgrade for their Clopay garage door, which includes the
18 Infringing Hinge, listed in the upgrade package as Heavy-Duty QuietFlex Hinges.

19 15. Each and every one of the Defendants is subject to the personal
20 jurisdiction of this Court because Plaintiff is informed and believes and based
21 thereon alleges that Defendants, and each and every one of them, has an
22 established and regular place of business in this judicial district, and Defendants,
23 and each and every one of them, have committed and/or actively induced the
24 infringing and improper acts complained of herein, and continues to do so, in this
25 judicial district.

26 16. Plaintiff is informed and believes, and based thereon alleges that
27 venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400, in that,
28

1 inter alia, the matters in controversy arise out of the activities undertaken in this
2 judicial district and the Defendants are subject to the personal jurisdiction of this
3 Court.

4
5 **THE INTELLECTUAL PROPERTY RIGHTS OF UNIQUE**

6 17. On January 2, 2018, the ‘685 Patent issued for “GARAGE DOOR
7 HINGE WITH NOISE REDUCTION INSERT”, a true and correct copy of which
8 is attached hereto as **Exhibit 6** and incorporated herein by reference.

9 18. Plaintiff has acquired and duly owns all right, title and interest in the
10 ‘685 Patent by virtue of proper assignment, including the right to sue and recover
11 for infringement thereof. During the period of January 2, 2018 through January 2,
12 2019, Plaintiff was the exclusive licensee of the ‘685 Patent with the right to sue
13 and recover for the infringement of the ‘685 Patent.

14 19. The ‘685 Patent is in full force and effect.

15 20. Plaintiff has been importing, advertising, promoting, distributing,
16 producing, offering for sale and selling products which practice the art disclosed in
17 the ‘685 Patent, since at least as early as 2017. The products of Plaintiff that
18 practice the invention disclosed in the ‘685 Patent are hereafter referred to
19 collectively as “Unique Hinge”.

20 21. Plaintiff has properly marked the Unique Hinge with the Patent
21 Number 9,856,685 since the ‘685 Patent issued. Plaintiff had been properly
22 marking its products with the designation “Patent Pending” while the application
23 that matured into the ‘685 Patent was pending.

24 22. Since at least as early as 2017, and prior to the acts of Defendants
25 complained of herein, Plaintiff has continuously imported, produced, advertised,
26 marketed, distributed, offered for sale and sold in interstate commerce the garage
27 door hinges that practice the invention disclosed in the ‘685 Patent.
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INFRINGING AND UNLAWFUL ACTS OF THE DEFENDANTS

23. In or about February, 2019, Plaintiff has become aware of the fact that Clopay has started advertising, offering for sale and selling the Infringing Hinge, which infringe upon Plaintiff’s patent rights in and to the ‘685 Patent. Attached hereto as **Exhibit 7** and incorporated herein by reference are true and correct copies of a printout from the website of Clopay advertising the Infringing Hinge. Also attached hereto as **Exhibit 8** and incorporated herein by reference are true and correct copies of photographs showing the Infringing Hinge.

24. Plaintiff is informed and believes and based thereon alleges that the Defendants, and each and every one of them, have been manufacturing, importing, marketing, distributing, offering for sale and selling the Infringing Hinge in spite of Defendants’ full knowledge of Plaintiff’s patent rights in and to the ‘685 Patent.

25. Plaintiff is informed and believes and based thereon alleges that with full knowledge of the proprietary rights of Plaintiff in and to the ‘685 Patent, Defendants have been, and are currently manufacturing, producing, importing, distributing, offering for sale and selling the Infringing Hinge, or the Defendants are contributing to, or having the Infringing Hinges manufactured, produced, imported, distributed, offered for sale or sold.

FIRST CAUSE OF ACTION

(Patent Infringement, 35 U.S.C. § 271)

26. Plaintiff repeats, realleges and incorporates by reference, as though fully set forth herein, the allegations contained in Paragraphs 1 – 25, above.

27. On January 2, 2018, the ‘685 Patent issued for “GARAGE DOOR HINGE WITH NOISE REDUCTION INSERT”.

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1 28. Plaintiff has acquired and duly owns all right, title and interest in the
2 '685 Patent by virtue of a proper assignment, including the right to sue and recover
3 for infringement thereof. During the period of January 2, 2018 through January 2,
4 2019, Plaintiff was the exclusive licensee of the '685 Patent with the right to sue
5 and recover for the infringement of the '685 Patent.

6 29. The '685 Patent is in full force and effect.

7 30. Plaintiff has been advertising, promoting, distributing, producing,
8 importing, offering for sale and selling products which practice the art disclosed in
9 the '685 Patent.

10 31. Plaintiff has properly marked its products with the Patent Number
11 9,856,685 after the date the '685 Patent issued. Plaintiff had been properly marking
12 its products with the designation "Patent Pending" while its application that
13 matured into the '685 Patent was pending.

14 32. Plaintiff is informed and believes, and based thereon alleges that
15 Defendants have notice of Plaintiff's rights in the '685 Patent.

16 33. Plaintiff is informed and believes and based thereon alleges that the
17 "Infringing Hinge" infringes at least one valid claim of the '685 Patent, either
18 literally or under the Doctrine of Equivalents.

19 34. Plaintiff is informed and believes and based thereon alleges that
20 Defendants, and each and every one of them, have infringed the '685 Patent either
21 literally or under the Doctrine of Equivalents, by manufacturing, using, importing,
22 distributing, advertising, offering to sell and/or selling the Infringing Hinge
23 embodying the invention claimed in the '685 Patent in the United States, or by
24 supplying infringing products to others to use, thereby inducing and/or contributing
25 to the infringement of the '685 Patent.

26 35. Plaintiff is informed and believes and based thereon alleges that the
27 individuals who are the controlling parties of Clopay and Home Depot, and each of
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1 them, have personally decided, directed, contributed to and induced the infringing
2 activities of Clopay and Home Depot, infringing the ‘685 Patent either literally or
3 under the Doctrine of Equivalents, with actual knowledge of the ‘685 Patent by
4 manufacturing, producing, importing, promoting, distributing, using, offering for
5 sale and selling the Infringing Hinge and/or causing or inducing the Infringing
6 Hinge to be manufactured, produced, imported, promoted, distributed, used,
7 offered for sale and/or sold.

8 36. As a direct and proximate result of the foregoing acts of the
9 Defendants, and each and every one of them, Plaintiff has suffered, and is entitled
10 to, monetary damages in an amount to be determined at trial, including, without
11 limitation, all profits lost by Plaintiff as a result of Defendants’ unlawful activities,
12 all of Defendants’ profits from their sale of the Infringing Hinge including any and
13 all profits from convoyed sales, but at a minimum, Plaintiff is entitled to a
14 reasonable royalty for all sales of the Infringing Hinge. Plaintiff is also entitled to
15 its costs of suit and pre- and postjudgment interest.

16 37. Plaintiff is informed and believes, and based thereon alleges that
17 Defendants’ acts were in conscious and willful disregard for Plaintiff’s rights, and
18 Defendants have been and presently are engaged in willful and deliberate
19 infringement of the ‘685 Patent.
20

21 38. Defendants’ willful infringement of the ‘685 Patent and the resulting
22 damage to Plaintiff is such as to warrant the trebling of damages in order to
23 provide just compensation.

24 39. Defendants’ continuing infringement has inflicted, and unless
25 enjoined by this Court, will continue to inflict great and irreparable harm upon
26 Plaintiff. Plaintiff has no adequate remedy at law. Plaintiff is entitled to
27 preliminary and permanent injunctions enjoining the Defendants from engaging in
28 further acts of infringement.

1 40. Plaintiff is informed and believes, and based thereon alleges that this
2 case is exceptional under 35 U.S.C. § 285 and Plaintiff is entitled to a recovery of
3 their reasonable attorneys’ fees and costs.
4

5 **PRAAYER FOR RELIEF**
6

7 WHEREFORE, Plaintiff respectfully prays for judgment against the
8 Defendants as follows:

9 1. That this Court adjudge that the ‘685 Patent is valid and enforceable
10 and in full force and effect;

11 2. That this Court adjudge that the Defendants, and each and every one
12 of them, literally infringed the ‘685 Patent, and for that infringement this Court
13 award Plaintiff all of Plaintiff’s lost profits as a result of such infringement, and all
14 of the Defendants’ profits as a result of the Defendants’ sales of the Infringing
15 Hinge including, without limitation, any and all profits from convoyed sales, and
16 not less than a reasonable royalty on the sale of all of the Infringing Hinge
17 resulting from such infringement;
18

19 3. That this Court adjudge that the Defendants have infringed the ‘685
20 Patent under the Doctrine of Equivalents, and for that infringement this Court
21 award Plaintiff all of Plaintiff’s lost profits as a result of such infringement, and all
22 of the Defendants’ profits as a result of the Defendants’ sales of the Infringing
23 Hinge including, without limitation, any and all profits from convoyed sales, and
24 not less than a reasonable royalty on the sale of all of the Infringing Hinge
25 resulting from such infringement;
26

27 4. That this Court adjudge that the Defendants, by virtue of the
28 manufacture, production, importation, use, offering for sale and sale of the

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1 Infringing Hinge has contributed to the infringement of the ‘685 Patent, and for
2 that infringement this Court award Plaintiff all of Plaintiff’s lost profits as a result
3 of such infringement, and all of the Defendants’ profits as a result of the
4 Defendants’ sales of the Infringing Hinge including, without limitation, any and all
5 profits from conveyed sales, and not less than a reasonable royalty on the sale of
6 all of the Infringing Hinge resulting from such infringement;

7 5. That this Court adjudge that the Defendants, by virtue of the
8 manufacture, production, importation, use, offering for sale and sale of the
9 Infringing Hinge has induced the infringement of the ‘685 Patent, and for that
10 infringement this Court award Plaintiff all of Plaintiff’s lost profits as a result of
11 such infringement, and all of the Defendants’ profits as a result of the Defendants’
12 sales of the Infringing Hinge including, without limitation, any and all profits from
13 conveyed sales, and not less than a reasonable royalty on the sale of all of the
14 Infringing Hinge resulting from such infringement;

15 6. That this Court issue a preliminary and then a permanent injunction
16 enjoining the Defendants, and each and every one of them, their officers, directors,
17 agents, servants, employees, attorneys, confederates, parents, subsidiaries and
18 divisions, and all persons and/or entitites acting for, with, by, through, or in concert
19 or participation with them from:
20

- 21 (a) infringing the ‘685 Patent, either directly or indirectly;
22 (b) inducing others to infringe the ‘685 Patent;
23 (c) manufacturing, producing, importing, advertising, promoting,
24 marketing, distributing, offering for sale and/or selling the Infringing Hinge;
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26 7. That this Court order that the Defendants, and each and every one of
27 them, deliver up to the Court any and all Infringing Hinge in its possession,
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1 custody and/or control that infringe the '685 Patent and to serve a copy of such list
2 on Plaintiff's attorneys;

3 8. That this Court order that the Defendants, and each and every one of
4 them, deliver up to the Court any and all documents reflecting or relating to the
5 manufacture, importation, production, purchase, distribution and/or sale of any
6 Infringing Hinge that infringe the '685 Patent and to serve a copy of such list on
7 Plaintiff's attorneys;

8 9. That this Court order that the Defendants, and each and every one of
9 them, within thirty (30) days after service of judgment with notice of entry thereof
10 upon them, be required to file with the Court and serve upon Plaintiff's attorneys a
11 written report, under oath, setting forth in detail the manner in which the
12 Defendants have complied with paragraphs 1-8, above;

13 10. That this Court order that the Defendants account for and pay over to
14 Plaintiff their profits and cumulative damages sustained by Plaintiff by reason of
15 the Defendants' unlawful acts of patent infringement herein alleged;

16 11. That this Court order disgorgement and/or restitution of the
17 Defendants' profits to Plaintiff;

18 12. That the present case be found exceptional and that attorneys' fees be
19 awarded to Plaintiff under 35 U.S.C. § 285;

20 13. That this Court award to Plaintiff enhanced damages up to three times
21 their amount as provided by law, against the Defendants, and each and every one
22 of them, to punish the Defendants for their malicious and oppressive actions of
23 willful and deliberate violation of Plaintiff's patent rights;

24 14. That this Court award Plaintiff punitive damages;

1 15. That this Court award Plaintiff pre- and postjudgment interest on its
2 damages; and

3 16. That this Court award Plaintiff such other and further relief as the
4 Court may deem just and proper.
5

6
7 Dated: April 25, 2019

ROZSA LAW GROUP L.C.

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9 By: /s/ Thomas I. Rozsa
10 Thomas I. Rozsa
11 Zsofia Nemeth
12 Attorneys for Plaintiff
13 Unique Garage Door Inc.
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DEMAND FOR JURY TRIAL

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2
3 Plaintiff Unique Garage Door Inc. hereby demands that all claims or causes
4 of action raised in this Complaint be tried by a jury to the fullest extent possible
5 under the United States and California Constitutions, statutes and laws.
6
7

8 Respectfully submitted:

9
10 Dated: April 25, 2019

ROZSA LAW GROUP L.C.

11 By: /s/ Thomas I. Rozsa

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Unique Garage Door Inc.

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