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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

13 ZINUS, INC.,
14 a California corporation,

15 Plaintiff,

16 v.

17 CLASSIC BRANDS, LLC,
18 a Delaware Limited Liability
19 Company,

Defendant.

Case No. 2:19-cv-05455

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

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PLAINTIFF ZINUS, INC.'S
COMPLAINT FOR
PATENT INFRINGEMENT

1 Plaintiff Zinus, Inc. (“Zinus”) files this complaint and demand for jury trial
2 seeking relief for patent infringement by Defendant Classic Brands, LLC
3 (“Classic Brands”), alleging as follows:

4 **NATURE OF ACTION**

5 1. This is an action for patent infringement arising under the patent laws
6 of the United States, Title 35 of the U.S. Code, including 35 U.S.C. §§ 271 *et seq.*

7 **THE PARTIES**

8 2. Zinus is a corporation organized and existing under the laws of the
9 State of California having its principal place of business at 5731 Promontory
10 Parkway, Tracy, California 95377. Zinus is in the business of manufacturing and
11 selling innovative bedding products.

12 3. Zinus is the owner of United States Patent Number 8,931,123 (“the
13 ‘123 Patent”). A true and correct copy of the ‘123 Patent is attached as Exhibit A
14 to the accompanying Declaration of Darien Wallace.

15 4. Zinus is the owner of United States Patent Number 9,474,382 (“the
16 ‘382 Patent”). A true and correct copy of the ‘382 Patent is attached as Exhibit B
17 to the accompanying Declaration of Darien Wallace.

18 5. Classic Brands is a limited liability company organized and existing
19 under the laws of the State of Delaware having its principal place of business at
20 8214 Wellmoor Court, Jessup, Maryland 20794.

21 6. Classic Brands is registered with the of the Secretary of State of the
22 State of California as a foreign entity doing business in California. Registration
23 documents on file with the Secretary of State of the State of California list Jason
24 Tompkins at 1431 Via Plata Street, Long Beach, California 90810 as the
25 registered agent for service of process in California.

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JURISDICTION AND VENUE

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

8. This Court has personal jurisdiction over Classic Brands because Classic Brands has conducted and continues to conduct business within the State of California. This Court has specific personal jurisdiction over Classic Brands because Classic Brands has knowingly and purposefully directed its wrongful acts to the forum state of California. Classic Brands has purposefully directed its wrongful acts to this forum state in that Classic Brands has advertised its infringing products in this forum via the internet, and has then caused those products to be sold to end customers located in the forum state, thereby causing infringement to occur in the forum state. The resulting sales of infringing products in this forum targeted and harmed Zinus, Inc., a California company. These sales of infringing products occurred as a result of Classic Brands' advertising and Classic Brands' directing of customers on how to purchase and obtain infringing beds in this forum state. In addition, this Court has general personal jurisdiction over Classic Brands because Classic Brands has continuous and systematic business contacts with the forum state. Classic Brands operates a warehouse and office in the forum (1431 Via Plata Street, Long Beach, California), and at that location employs about thirty employees who work on a day-to-day basis in the forum. The Long Beach warehouse, production line and office allows Classic Brands to better serve its West Coast retail customers and to streamline the logistics for all of Classic Brands' dealers.

9. Venue is proper in the Central District of California under 28 U.S.C. 1400(b) because Classic Brands has committed acts of infringement in this District and also has a regular and established place of business in this District.

10. Classic Brands has committed acts of infringement in the Central District of California ("this District") because: 1) Classic Brands has induced

1 direct infringement under 35 U.S.C. §271(b), where that direct infringement
2 occurred in this District; and 2) Classic Brands is a contributory infringer under
3 35 U.S.C. §271(c) that has caused direct infringement to occur in this District.
4 Classic Brands maintains and operates a website “www.ClassicBrands.com”.
5 Numerous upholstered platform beds that literally infringe numerous claims in
6 both the ‘123 Patent and the ‘382 Patent are pictured on a webpage of the
7 www.ClassicBrands.com website entitled “Upholstered Headboards and Platform
8 Bed Frames”. One of these infringing beds is labeled on the webpage as the
9 “Mornington Upholstered Headboard and Platform Bed Frame with Wood Slat
10 Support”. Potential purchasers of these infringing beds use the internet to view
11 this webpage. These potential purchasers include potential purchasers who are
12 physically located in this District. Potential purchasers who are viewing the
13 webpage are induced to buy infringing beds in part due to the webpage
14 presenting a selectable hypertext link entitled “Where To Buy”. When the
15 “Where To Buy” hypertext link is selected, the potential purchaser is taken to
16 another webpage on the “www.ClassicBrands.com” website entitled “Where To
17 Buy Classic Brands Products”. Numerous icons appear below on the “Where To
18 Buy Classic Brands” webpage, including an Amazon.com icon, a Walmart.com
19 icon, a Wayfair.com icon, an Overstock.com icon, a Macys.com icon, a
20 Hayneedle.com icon, a HomeDepot.com icon, a Cymax.com icon, a Jet.com
21 icon, a AtgStores.com icon (Lowes.com), and a WeekendsOnly.com icon. If, for
22 example, a potential purchaser clicks one time on the Amazon.com icon, the
23 potential customer is taken directly to a webpage on the “www.Amazon.com”
24 website, but this webpage specifically illustrates and advertises Classic Brands
25 products. The webpage has a selectable “FURNITURE” pulldown menu with a
26 hypertext link entitled “Upholstered Platform Bed”. If the potential customer
27 selects this hypertext link, the potential customer is served with another webpage
28 that illustrates numerous infringing Classic Brands beds that are being offered for

1 sale. One of these infringing Classic Brands beds is the same DeCoro
2 Mornington upholstered platform bed advertised on the www.ClassicBrands.com
3 webpage. Each of the illustrated infringing beds is presented with a price as well
4 as an “ADD TO CART” button. If the potential purchaser clicks on the “ADD
5 TO CART” button for a particular infringing bed, the potential purchaser is taken
6 to another webpage that shows the particular bed in enlarged fashion.
7 Underneath the title of the bed appear the words “by Classic Brands”. A video is
8 made available for the potential customer to view. The video shows two people
9 assembling an infringing bed. Two buttons labeled “Add to Cart” and “Buy
10 Now” are presented on the webpage. The potential customer is induced to
11 purchase the illustrated infringing bed as a customer might purchase any other
12 product from Amazon.com. In going through the steps of purchasing the bed, the
13 potential customer is prompted to enter an address where the purchased bed will
14 be delivered. If a potential customer purchases an infringing Classic Brands bed
15 in this way from the www.Amazon.com website, then the purchased bed is
16 delivered to the customer at the indicated address in this District. The bed is
17 delivered in one packing box. All the components of the bed other than the
18 headboard are disposed in a zippered compartment in the headboard. Provided in
19 the headboard compartment is also a set of written step-by-step assembly
20 instructions. These assembly instructions induce and instruct a purchaser of the
21 bed to assemble the bed and then to use the assembled bed. Use of the assembled
22 bed constitutes direct infringement in this District under 35 U.S.C. §271. This
23 direct infringement is induced by Classic Brands due to Classic Brands’ serving
24 the webpages of the www.ClassicBrands.com website in this District to potential
25 customers, and by Classic Brands directing, facilitating, and aiding and abetting
26 the sales of infringing beds to potential customers in this District such that the
27 customers receive and then use the beds in this District. Classic Brands’
28 directing, facilitating, and aiding and abetting the sale of infringing beds to end

1 users of the beds in this District also amounts to contributory infringement of the
2 ‘123 Patent and the ‘382 Patent under 35 U.S.C. 271(c) because the beds have no
3 substantial noninfringing use and because Classic Brands knew that the beds had
4 no substantial noninfringing use at the time the beds were provided to the
5 customers.

6 11. On June 7, 2019, Mr. Randall Green was physically located in this
7 District at his home in Temecula, California. See the accompanying Declaration
8 of Randall Green, ¶¶1, 7. Mr. Green used a cellular telephone and personal
9 computer to view web pages of the www.ClassicBrands.com website. On that
10 website, Mr. Green viewed a picture of an infringing bed, called the DeCoro
11 Mornington Upholstered Headboard and Bed Frame. Decl. of Green, ¶¶2, 3. The
12 Classic Brands webpage presented Mr. Green with a “Where To Buy” hypertext
13 link. Decl. of Green, ¶¶3, 4. Mr. Green clicked on the “Where To Buy”
14 hypertext link and was taken to another webpage of the Classic Brands website
15 entitled “Where To Buy Classic Brands Products”. Decl. of Green, ¶4. The
16 “Where To Buy Classic Brands Products” webpage included a selectable icon
17 labeled “amazon.com”. Decl. of Green, ¶4. Mr. Green clicked once on the
18 selectable “amazon.com” icon, and was taken directly to a www.amazon.com
19 web page that displayed “CLASSIC BRANDS” in large font. Decl. of Green, ¶5.
20 The www.amazon.com web page showed multiple different Classic Brands
21 products for sale. Mr. Green found the DeCoro Mornington bed he had seen
22 earlier on the www.ClassicBrands.com website. Mr. Green then made an on-line
23 purchase of the DeCoro Mornington bed from the Amazon.com website. Decl. of
24 Green, ¶¶6-8. Mr. Green paid by credit card. In making the purchase, Mr. Green
25 listed his home in Temecula as the place where the bed was to be delivered. On
26 June 11, 2019, a DeCoro Mornington bed was delivered to Mr. Green at his home
27 in Temecula, California. Decl. of Green, ¶9. The bed arrived in a single packing
28 box. Decl. of Green, ¶9. Mr. Green opened the packing box and found a

1 headboard inside. Decl. of Green, ¶¶13, 14. On the headboard was a label that
2 said “MADE FOR Classic Brands LLC”. Decl. of Green, ¶15. The headboard
3 had a zippered compartment. Decl. of Green, ¶16, 17. In the zippered
4 compartment were all the other components of the bed (other than the headboard)
5 as well as written assembly instructions. Decl. of Green, ¶¶17-19. Mr. Green
6 followed the written assembly instructions and assembled the bed. Decl. of
7 Green, ¶20-27. After assembling the bed, Mr. Green then used the bed in his
8 home in Temecula, California by sleeping on the bed. Decl. of Green, ¶28, 29.
9 While Mr. Green was located in Temecula, California in this District, Classic
10 Brands induced Mr. Green to purchase the Mornington bed, to assemble the
11 Mornington bed, and to use the Mornington bed in this District.

12 12. Classic Brands’ acts of inducing infringement of the ‘123 Patent and
13 the ‘382 Patent (including its acts of inducing Mr. Green to buy and use the
14 Mornington bed) were committed: 1) when Classic Brands knew of the ‘123
15 Patent and the ‘382 Patent, and 2) when Classic Brands knew that the acts it was
16 inducing would constitute direct infringement of the ‘123 Patent and the ‘382
17 Patent. Classic Brands’ knowledge that the induced acts would constitute direct
18 infringement is revealed by an exchange of a cease-and-desist notice letter, and a
19 response to the notice letter. On January 13, 2018, counsel for Zinus sent Classic
20 Brands a cease-and-desist notice letter. A true and correct copy of the cease-and-
21 desist letter is attached as Exhibit C to the accompanying Declaration of Darien
22 Wallace. This notice letter identifies numerous infringing Classic Brands beds,
23 including the “DeCoro Mornington Upholstered Platform Bed”. The notice letter
24 states that the Mornington bed “infringes multiple claims of the ‘123 Patent and
25 the ‘382 Patent”. The notice letter specifically calls out claims 1 and 2 of the
26 ‘123 Patent. The notice letter states, “[W]e demand that Classic Brands cease
27 and desist immediately from all advertising, distribution and sale of the platform
28 beds that fall within the scope of the claims of the ‘123 and ‘382 Patents,

1 including removing offers to sell the infringing products from the website
2 amazon.com.” Classic Brands received the Zinus notice letter and then
3 responded to the Zinus notice letter by having a law firm by the name of Collen
4 IP Intellectual Property Law, P.C. send counsel for Zinus a response letter dated
5 February 13, 2018. A true and correct copy of Classic Brands’ response letter is
6 attached as Exhibit D to the accompanying Declaration of Darien Wallace. The
7 response letter states, “We have considered the allegations in your letter”
8 The Classic Brands response letter indicates that Classic Brands reviewed the
9 claims of the ‘123 Patent and the ‘382 Patent with respect to Classic Brands’
10 products referred to by Zinus in the Zinus notice letter. Classic Brands knew that
11 end customers who bought the infringing beds and then assembled the infringing
12 beds according to the assembly instructions provided would then use those beds
13 in the United States. Despite having received the Zinus notice letter, Classic
14 Brands thereafter took actions to induce the direct infringement of the ‘123 Patent
15 and the ‘382 Patent in this District. Classic Brands continued to advertise
16 infringing beds on its www.ClassicBrands.com website, and continued to aid and
17 abet the sale of infringing beds to end customers so that those end customers
18 would then follow the provided assembly instructions, would assemble the beds,
19 and would then use the beds.

20 13. Classic Brands maintains a regular and established place of business
21 in this District by operating a warehouse, factory, and office facility located at
22 1431 Via Plata St., Long Beach, California 90810. As of June 2018, about thirty
23 Classic Brand employees were working at the 1431 Via Plata Street facility. The
24 facility is larger than 100,000 square feet in size. The www.ClassicBrands.com
25 website states, “In addition to our Baltimore headquarters, our second warehouse
26 in Los Angeles positions us to better serve the entire country.” A June 27, 2018,
27 LLC-12 form on file with the Secretary of State of the State of California lists
28 Classic Brands as a foreign entity doing business in California, and lists 1431 Via
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1 Plata Street, Long Beach, California 90810 as a business address of Classic
2 Brands.

3 **FACTUAL BACKGROUND**

4 **ZINUS' PATENTS**

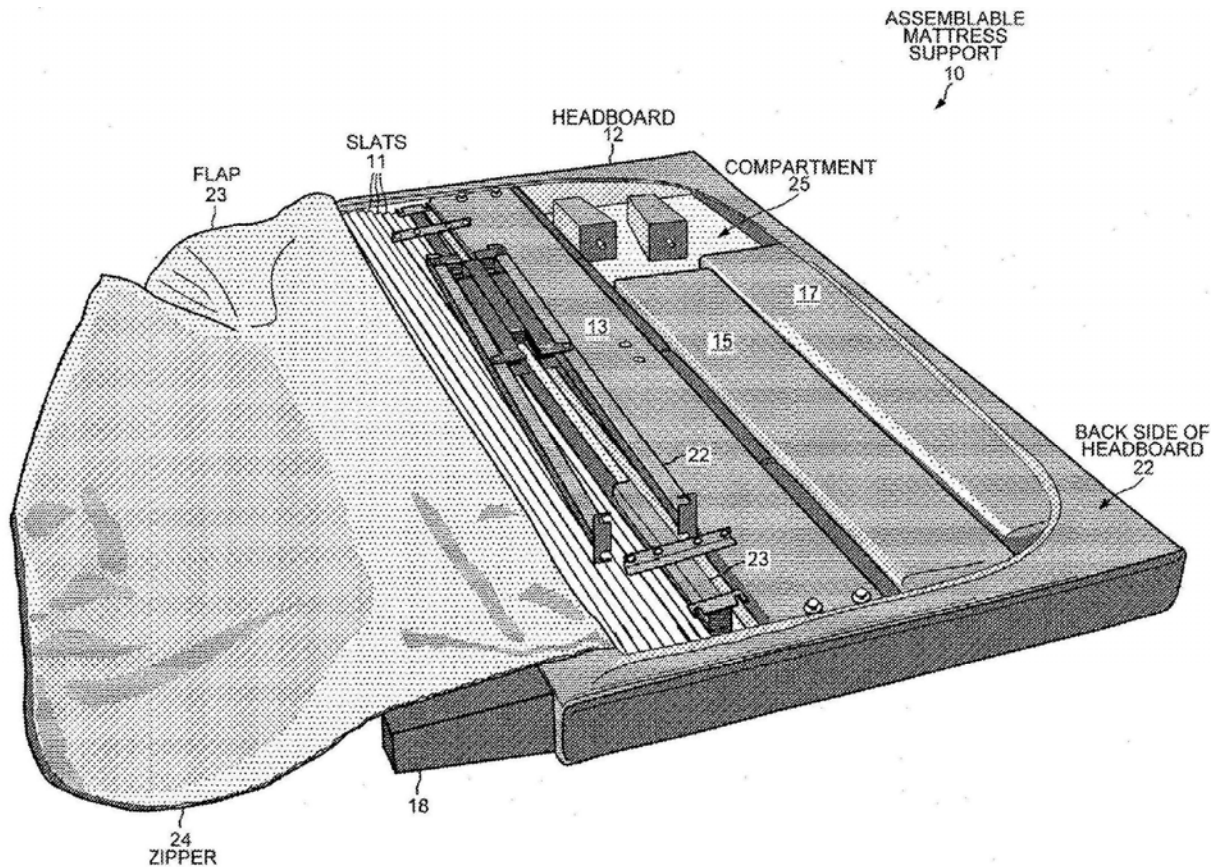
5 14. Mr. Suk Kan Oh was an employee of Zinus. Mr. Suk Kan Oh invented
6 an assemblable mattress support (bed frame) that can be shipped to an end user
7 with all the components of the bed other than the headboard compactly packed in
8 a zippered compartment in the headboard. After shipment to the end user, the
9 end user can open the zippered compartment, remove the components, and
10 assemble those components along with the headboard to make a mattress support
11 (bed frame).

12 15. On September 25, 2013, a patent application describing and claiming
13 Mr. Suk Kan Oh's assemblable mattress support invention was filed into the
14 United States Patent and Trademark Office as U.S. Patent Application serial
15 number 14/037,322. The patent application was entitled, "Assemblable Mattress
16 Support Whose Components Fit Inside The Headboard." Mr. Suk Kan Oh
17 assigned the entire right, title and interest in his invention as described and
18 claimed in the 14/037,322 patent application to Zinus, Inc. The 14/037,322
19 patent application was examined by the U.S. Patent Office, and was allowed.
20 The 14/037,322 patent application then issued on January 13, 2015 as U.S. Patent
21 Number 8,931,123 ("the '123 Patent").

22 16. On December 15, 2014, a patent application directed to Mr. Suk Kan
23 Oh's assemblable mattress support invention was filed into the United States
24 Patent and Trademark Office as U.S. Patent Application serial number
25 14/570,124. The patent application was entitled, "Assemblable Mattress Support
26 Whose Components Fit Inside The Headboard." Mr. Suk Kan Oh assigned the
27 entire right, title and interest in his invention as described and claimed in the
28 14/570,124 patent application to Zinus, Inc. The 14/570,124 patent application

1 was examined by the U.S. Patent Office, and was allowed. The 14/570,124
2 patent application then issued on October 25, 2016 as U.S. Patent Number
3 9,474,382 ("the '382 Patent").

4 17. Replicated below is FIG. 3 of the '123 Patent and the '382 Patent. The
5 figure illustrates components of the bed frame (including the footboard and the
6 longitudinal bar) disposed inside a zippered compartment in the back of the
7 headboard. The bed frame is illustrated with the zippered flap of the compartment
8 open when the assemblable bed frame is in the "compact state", at the beginning
9 of the assembly process, before the bed frame has been fully assembled.

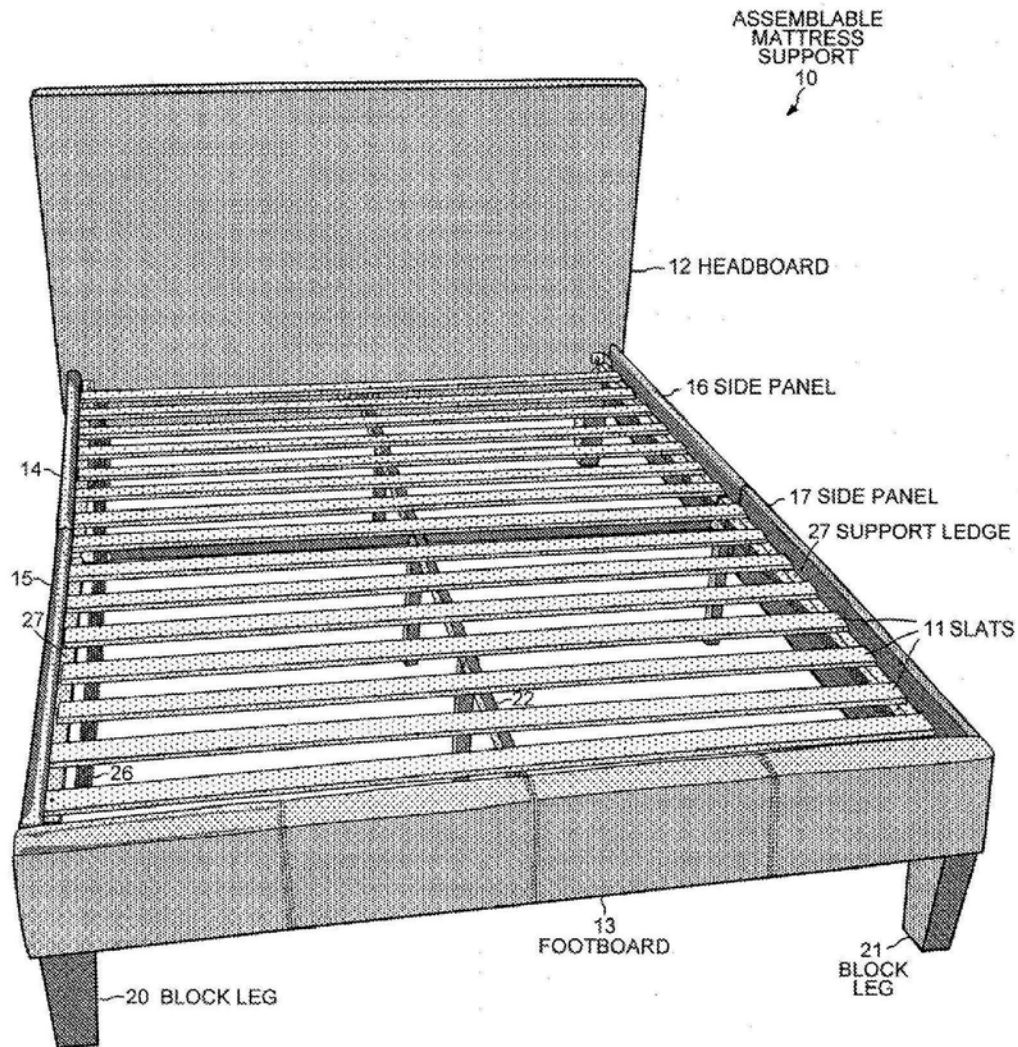


24 18. Replicated below is FIG. 1 of the '123 Patent and the '382 Patent.
25 The figure illustrates the assemblable bed frame in its final "assembled state".

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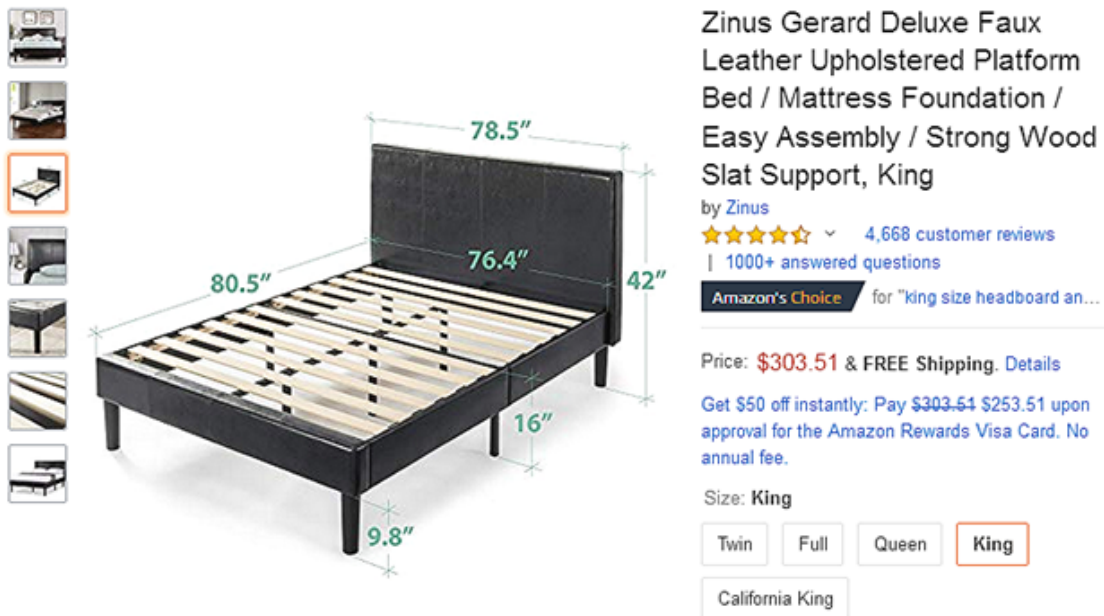
28 ///



19. Zinus manufactures and sells several different models of headboard bed frames that fall within the scope of the claims of the ‘123 and ‘382 Patents. Substantially all of the patented headboard bed frames sold by Zinus are marked pursuant to 35 U.S.C. §287 with “U.S. PAT. NO. 8,931,123” and with “U.S. PAT. NO. 9,474,382”.

20. The patented headboard bed frame of the ‘123 and ‘382 Patents is a very successful commercial product. To date, Zinus has made more than \$100 million in gross revenue selling different models and styles of the patented bed.

21. One example of a headboard bed frame sold by Zinus is the Gerard Deluxe Faux Leather Upholstered Platform Bed shown below for sale on the www.amazon.com website.



CLASSIC BRANDS INFRINGES ZINUS' PATENTS

22. Classic Brands advertises numerous types of upholstered platform beds on the www.ClassicBrands.com website, as replicated below.



1 These types of beds include: 1) Coventry Upholstered Headboard and Platform
2 Bed Frame; 2) Mornington Upholstered Headboard and Platform Bed Frame;
3 3) Cranleigh Upholstered Headboard and Platform Bed Frame; 4) Cambridge
4 Upholstered Headboard and Platform Bed Frame; 5) Winterhaven Upholstered
5 Headboard and Platform Bed Frame; 6) Wellesley Upholstered Headboard and
6 Platform Bed Frame; 7) Berkeley Upholstered Headboard and Platform Bed
7 Frame; and 8) Brighton Upholstered Headboard and Platform Bed Frame.

8 23. One or more claims of the ‘123 Patent reads on each and every one of
9 the types of beds set forth above in paragraph 22 . Each and every one of the
10 types of beds set forth above in paragraph 22 literally infringes one or more
11 claims of the ‘123 Patent.

12 24. One or more claims of the ‘382 Patent reads on each and every one of
13 the types of beds set forth above in paragraph 22. Each and every one of the
14 types of beds set forth above in paragraph 22 literally infringes one or more
15 claims of the ‘382 Patent.

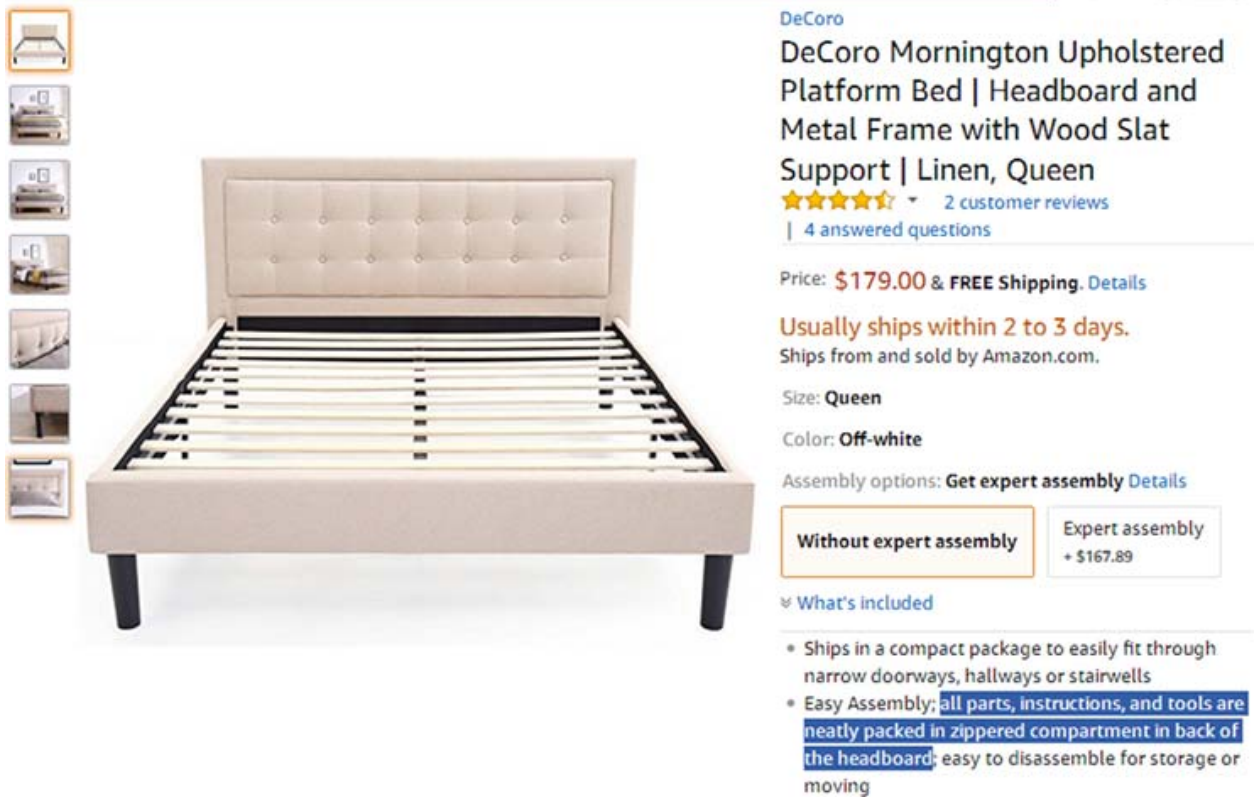
16 25. On information and belief, each of the types of beds set forth above in
17 paragraph 22 is manufactured for Classic Brands in China. Each of these beds
18 bears the inscription “MADE FOR Classic Brands LLC” and “MADE IN
19 CHINA”. Classic Brands then imports these beds into the United States, and
20 then sells these beds in the United States.

21 **ZINUS DETECTS INFRINGEMENT AND**
22 **NOTIFIES CLASSIC BRANDS**

23 26. In or about January 2018, Zinus became aware that infringing
24 headboard bed frames were being sold on www.amazon.com under the seller
25 name DeCoro. Replicated below is a copy of one of the webpages that was
26 advertising an infringing DeCoro bed.

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27. On or about January 8, 2018, Zinus purchased a unit of the advertised “DeCoro Mornington Upholstered Platform Bed” that was advertised on the www.amazon.com website. The purchased headboard bed frame was delivered to Zinus at 1951 Fairway Drive, San Leandro, California 94577.

28. The bed as shipped and as received by Zinus was contained in a single packing box. Within this single packing box was a headboard. All of the components of the bed other than the headboard were contained in a zippered compartment in the back of the headboard. More specifically, a footboard and a longitudinal bar were contained in the zippered compartment. The longitudinal bar included a first connector adapted to attach to a corresponding third connector on the headboard. The longitudinal bar also included a second connector adapted to attach to another corresponding fourth connector on the footboard. In addition, two headboard legs and two footboard legs were contained in the zippered compartment. In addition, four side panels were contained in the zippered compartment, two side rail support legs, and a set of wooden slats. Replicated

below is a copy of a photograph showing the bed after the headboard has been removed from the packing box. The zippered compartment has been opened, and some of the contents of the compartment have been removed. Counsel for Zinus confirmed that the bed infringed at least one claim of the ‘123 Patent and at least one claim of the ‘382 Patent.



29. On January 13, 2018, counsel for Zinus sent a cease-and-desist notice letter to Classic Brands. A true and correct copy of the cease-and-desist notice letter is attached as Exhibit C to the accompanying Declaration of Darien Wallace. The cease-and-desist notice letter was addressed to Michael Zippelli, Chief Executive Officer, Classic Brands, LLC, 8214 Wellmoor Court, Jessup, MD 20794. The cease-and-desist notice letter included a copy of the ‘123 Patent, a copy of the ‘382 Patent, and informed Classic Brands that the DeCoro Mornington platform bed that was sold on www.amazon.com “infringes multiple claims of the ‘123 Patent and the ‘382 Patent.”

30. On February 13, 2018, Classic Brands responded to the Zinus notice letter by having its intellectual property counsel send counsel for Zinus a response letter. A true and correct copy of Classic Brands’ response letter is attached as Exhibit D to the accompanying Declaration of Darien Wallace. The Classic Brands response letter states, “We are writing in response to your January 13, 2018 letter in which you allege that a bed frame product sold by Classic Brands infringes Zinus Inc.’s US Patent Nos. 8,931,123 and 9,474,382. We have

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considered the allegations in your letter and have concluded that these claims are without merit.” The Classic Brands response letter states in pertinent part that “the inventions claimed in the ‘123 and ‘382 Patents are not novel” and that “the accused product does not infringe any of the claims of the alleged patents.”

CLASSIC BRANDS CONTINUES TO INFRINGE

31. After receiving the January 13, 2018 cease-and-desist notice letter from Zinus, Classic Brands continued to infringe the ‘123 Patent and the ‘382 Patent. On or about June 7, 2019, Classic Brands’ continued infringement was confirmed. As explained above, Mr. Randall Green of Temecula California viewed a webpage of the www.ClassicBrands.com website on June 7, 2019. Decl. of Green, ¶3. Mr. Green saw the DeCoro Mornington bed advertised there. Replicated below is a part of the webpage Mr. Green viewed. A DeCoro Mornington Upholstered Headboard and Bed Frame is pictured.



32. Mr. Green viewed a “Where To Buy” hypertext link located in the upper left of the Classic Brands webpage. Mr. Green clicked on the “Where To Buy” hypertext link to buy the bed, and was directed to a webpage on www.Amazon.com dedicated to Classic Brands products. Decl. of Green, ¶4.

1 Mr. Green followed the provided instructions and purchased the same DeCoro
2 Mornington bed that was advertised on the www.ClassicBrands.com website.
3 Decl. of Green, ¶¶5-8. On June 11, 2019, the bed was delivered to Mr. Green at
4 his home in Temecula, California. Decl. of Green, ¶9. The bed (hereinafter
5 referred to as the “Green bed”) arrived in a single cardboard packing box. Decl.
6 of Green, ¶9. Within this single cardboard packing box was a headboard. Decl.
7 of Green, ¶¶13,14. All of the components of the Green bed other than the
8 headboard were contained in a zippered compartment located in the back of the
9 headboard. Also contained in the zippered compartment were written assembly
10 instructions. Decl. of Green, ¶¶16-18. Replicated below is a copy of a
11 photograph of the Green bed. The top of the packing box has been removed.
12 The backside of the headboard is seen, with its zippered flap that closes the
13 zippered compartment.



25 33. Mr. Green followed the written assembly instructions and assembled
26 the Green bed. Decl. of Green, ¶¶20-27. Replicated below is a copy of a
27 photograph of the Green bed after it had been assembled by Mr. Green. Decl. of
28 Green, ¶27, Exh AL.



34. The Green bed seen in the photograph above embodied all the limitations of claim 1 of the ‘123 Patent, and therefore fell within the scope of claim 1 of the ‘123 Patent. The Green bed also embodied all the limitations of claim 18 of the ‘382 Patent, and therefore fell within the scope of claim 18 of the ‘382 Patent. Classic Brand’s sale of the Green bed in the United States therefore constituted infringement of the ‘123 Patent and the ‘382 Patent. On information and belief, Classic Brands deliberately sold the Green bed to Amazon.com, so that Amazon.com could in turn sell the Green bed to an end user, such as Mr. Green.

35. In addition to infringing the ‘123 Patent and the ‘382 Patent by importing the Green bed into the United States from China and then selling the Green bed in the United States, Classic Brands also induced infringement of the ‘123 Patent and the ‘382 Patent by advertising the bed to Mr. Green on www.ClassicBrands.com and by inducing Amazon.com to sell the bed to Mr. Green. Classic Brands also induced infringement of the ‘123 Patent and the ‘382 Patent by inducing amazon.com to supply an infringing bed to Mr. Green, and by inducing Mr. Green to assemble the bed so that Mr. Green would then use the bed. Classic Brands committed these acts of inducement after Classic Brands:

1) knew of the existence of the ‘123 Patent and the ‘382 Patent (due at least in part to Classic Brands having received the Zinus cease-and-desist letter), and 2) knew that the acts Classic Brands was inducing would constitute infringement of claims of the ‘123 Patent and the ‘382 Patent.

36. Not only did Classic Brands induce infringement under 35 U.S.C. §271(b), but Classic Brands also contributed to the direct infringement of others under 35 U.S.C. §271(c). The Green bed as it was supplied to Mr. Green had no substantial noninfringing use. Classic Brands role in supplying the Green bed to Mr. Green, with knowledge that use of the bed would constitute direct infringement of the ‘123 Patent and the ‘382 Patent, makes Classic Brands liable for contributory infringement under 35 U.S.C. §271(c).

COUNT ONE – INFRINGEMENT OF U.S. PATENT 8,931,123

37. Zinus realleges and incorporates by reference the allegations set forth in the preceding paragraphs as if set forth verbatim in this Count.

38. Zinus is the owner, by assignment, of U.S. Patent No. 8,931,123, entitled “Assemblable Mattress Support Whose Components Fit Inside The Headboard.”

39. As owner of the ‘123 Patent, Zinus holds all substantial rights in and under the ‘123 Patent, including the right to grant sublicenses, exclude others, and to enforce, sue, and recover damages for past and future infringement.

40. The United States Patent and Trademark Office issued the ‘123 Patent on January 13, 2015.

41. The ‘123 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code and a full examination by the Patent Office.

42. Classic Brands has directly infringed the ‘123 Patent by importing, offering for sale, and selling platform bed frames, such as the DeCoro Mornington platform bed, in the United States during the term of the patent without

1 authorization of the patent owner. The importation, offer for sale, and sale of such
2 platform bed frames infringes at least one claim of the ‘123 Patent, including at
3 least claim 2, either literally or equivalently in violation of 35 U.S.C. § 271 *et seq.*

4 43. Classic Brands has indirectly infringed the ‘123 Patent by inducing
5 others to import, offer for sale, sell and use of infringing platform bed frames,
6 such as the DeCoro Mornington platform bed. This constitutes induced
7 infringement under 35 U.S.C. § 271(b).

8 44. Classic Brands has indirectly infringed the ‘123 Patent by contributing
9 to the direct infringement of others. Classic Brands has sold platform bed frames
10 (such as the DeCoro Mornington platform bed) in the United States, where the
11 platform bed frames that were sold have no substantial noninfringing use. This
12 constitutes contributory infringement under 35 U.S.C. § 271(c).

13 45. Despite having knowledge of the ‘123 Patent, Classic Brands
14 continues to cause the importation, offer for sale, sale and use of infringing
15 platform bed frames, such as the DeCoro Mornington platform bed.

16 46. Classic Brands’ infringement of the ‘123 Patent has been, and
17 continues to be, willful and deliberate.

18 47. The infringement of the ‘123 Patent by Classic Brands has caused and
19 continues to cause substantial damage to Zinus.

20 48. Pursuant to 35 U.S.C. § 284, Zinus is entitled to damages from Classic
21 Brands for infringement of the ‘123 Patent.

22 49. Unless enjoined by the Court, Classic Brands will continue its acts of
23 infringement (direct infringement, inducing others to infringe, and contributing to
24 the infringement of others), and the resulting damage to Zinus will be substantial,
25 continuing and irreparable. Pursuant to 35 U.S.C. § 283, Zinus is entitled to a
26 permanent injunction against further infringement by Classic Brands.

27 **COUNT TWO – INFRINGEMENT OF U.S. PATENT 9,474,382**

28 50. Zinus realleges and incorporates by reference the allegations set forth
PLAINTIFF ZINUS, INC.’S
COMPLAINT FOR PATENT
INFRINGEMENT

1 in the preceding paragraphs as if set forth verbatim in this Count.

2 51. Zinus is the owner, by assignment, of U.S. Patent No. 9,474,382,
3 entitled “Assemblable Mattress Support Whose Components Fit Inside The
4 Headboard.”

5 52. As owner of the ‘382 Patent, Zinus holds all substantial rights in and
6 under the ‘382 Patent, including the right to grant sublicenses, exclude others,
7 and to enforce, sue, and recover damages for past and future infringement.

8 53. The United States Patent and Trademark Office issued the ‘382 Patent
9 on October 25, 2016.

10 54. The ‘382 Patent is valid, enforceable, and was duly issued in full
11 compliance with Title 35 of the United States Code and a full examination by the
12 Patent Office.

13 55. Classic Brands has directly infringed the ‘382 Patent by importing,
14 offering for sale, and selling platform bed frames, such as the DeCoro
15 Mornington platform bed, in the United States during the term of the patent
16 without authorization of the patent owner. The importation, offer for sale, and
17 sale of such platform bed frames infringes at least one claim of the ‘382 Patent,
18 including at least claim 18, either literally or equivalently in violation of 35
19 U.S.C. § 271 *et seq.*

20 56. Classic Brands has indirectly infringed the ‘382 Patent by inducing
21 others to import, offer for sale, sell and use of infringing platform bed frames,
22 such as the DeCoro Mornington platform bed. This constitutes induced
23 infringement under 35 U.S.C. § 271(b).

24 57. Classic Brands has indirectly infringed the ‘382 Patent by contributing
25 to the direct infringement of others. Classic Brands has sold platform bed frames
26 (such as the DeCoro Mornington platform bed) in the United States, where the
27 platform bed frames that were sold have no substantial noninfringing use. This
28 constitutes contributory infringement under 35 U.S.C. § 271(c).

1 58. Despite having knowledge of the ‘382 Patent, Classic Brands
2 continues to cause the importation, offer for sale, and sale of infringing platform
3 bed frames, such as the DeCoro Mornington platform bed.

4 59. Classic Brands’ infringement of the ‘382 Patent has been, and
5 continues to be, willful and deliberate.

6 60. The infringement of the ‘382 Patent by Classic Brands has caused and
7 continues to cause substantial damage to Zinus.

8 61. Pursuant to 35 U.S.C. § 284, Zinus is entitled to damages from Classic
9 Brands for infringement of the ‘382 Patent.

10 62. Unless enjoined by the Court, Classic Brands will continue its acts of
11 infringement (direct infringement, inducing others to infringe, and contributing to
12 the infringement of others), and the resulting damage to Zinus will be substantial,
13 continuing and irreparable. Pursuant to 35 U.S.C. § 283, Zinus is entitled to a
14 permanent injunction against further infringement by Classic Brands.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Zinus prays for relief as follows:

17 1. For a judgment declaring that Classic Brands has directly infringed
18 the ‘123 Patent and the ‘382 Patent in violation of 35 U.S.C. § 271(a);

19 2. For a judgment declaring that Classic Brands has induced
20 infringement of the ‘123 and ‘382 Patents in violation of 35 U.S.C. § 271(b);

21 3. For a judgment declaring that Classic Brands has contributed to the
22 infringement of the ‘123 and ‘382 Patents in violation of 35 U.S.C. § 271(c);

23 4. For a judgment declaring that the acts of infringement committed by
24 Classic Brands (Classic Brands’ direct infringement under 35 U.S.C. § 271(a),
25 Classic Brands’ inducing of others to infringe under 35 U.S.C. § 271(b), and
26 Classic Brands’ contributing to the infringement of others under 35 U.S.C. §
27 271(c)) have been and continue to be willful;

28 5. For an accounting of additional infringing acts not presented at trial

1 and an award of additional damages due to any such additional infringing acts;

2 6. For a judgment ordering Classic Brands to pay Zinus compensatory
3 damages, such as lost profits, as a result of Classic Brands' infringement of the
4 '123 and '382 Patents, together with prejudgment interest and costs, and in no
5 event less than a reasonable royalty as provided by 35 U.S.C. § 284;

6 7. For a judgment that damages be increased to three times the amount
7 assessed as provided by 35 U.S.C. § 284;

8 8. For a permanent injunction under 35 U.S.C. § 283 enjoining Classic
9 Brands, and all persons acting in concert with Classic Brands, from committing
10 further acts of direct infringement of the '123 and '382 Patents, from committing
11 further acts of inducing others to infringe the '123 and '382 Patents, and from
12 committing further acts of contributing to the direct infringement of others of the
13 '123 and '382 Patents;

14 9. For a judgment that this case is exceptional under 35 U.S.C. § 285;

15 10. For an award of attorney fees for bringing and prosecuting this action;

16 11. For an award of costs and expenses incurred by Zinus in bringing and
17 prosecuting this action; and

18 12. For such other and further relief as this Court deems just and proper.

19
20 Dated: June 22, 2019

IMPERIUM PATENT WORKS LLP

21 By: /s/ Darien K. Wallace
22 Darien K. Wallace

23 Darien K. Wallace, Esq.
24 T. Lester Wallace, Esq.
25 Amir V. Adibi, Esq.
26 Andrew C. Palmer, Esq.

27 *Attorneys for Plaintiff*
28 ZINUS, INC.

DEMAND FOR JURY TRIAL

Plaintiff, ZINUS, INC. hereby demands a trial by jury as to all issues and causes of action so triable herein, pursuant to Federal Rule of Civil Procedure 38.

Dated: June 22, 2019

IMPERIUM PATENT WORKS LLP

By: /s/ Darien K. Wallace
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