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

CLIPSY, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

RAYMOND HAHN, an individual,
d/b/a RAYMOND'S BOUTIQUE,

Defendant.

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT**

Plaintiff CLIPSY, LLC ("Plaintiff" or "Clipsy") brings this Complaint against Defendant RAYMOND HAHN, an individual doing business as RAYMOND'S BOUTIQUE ("Defendant," "Mr. Hahn," and/or "Raymond's Boutique"), and states the following:

SUBJECT-MATER JURISDICTION

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271 *et seq.*, by Clipsy against Raymond's Boutique. As such, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

PARTIES

2. Plaintiff Clipsy, LLC (defined above as "Plaintiff" or "Clipsy"), is a Nevada limited liability company whose principal place of business is located in Clark

County, Nevada.

3. Defendant Raymond D. Hahn (defined above as “Defendant,” “Mr. Hahn,” and/or “Raymond’s Boutique”), is an individual whose residence and principal place of business is located in this judicial district.

PERSONAL JURISDICTION AND VENUE

4. Raymond’s Boutique is subject to personal jurisdiction in this judicial district because it has intentionally targeted acts of patent infringement into this judicial district by, without Clipsy’s consent, advertising, offering for sale, and selling unlicensed and infringing knock-off products to persons and/or entities located in this judicial district, knowing that Clipsy is located in this judicial district, and knowing that unlicensed and unauthorized sales would cause Clipsy to suffer injury and harm in this judicial district.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1400(b) because Defendant resides, has committed acts of infringement, and has a regular and established place of business in this judicial district.

GENERAL ALLEGATIONS

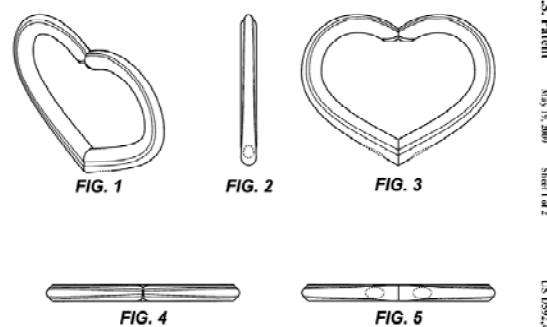
6. Clipsy is the inventor of the heart-shaped purse hanger. Clipsy’s purse hanger is unique because, when closed, it is shaped like a heart. When twisted open, it forms an “S shape” and can be used to hang a purse, as is commonly done at restaurants and bars. A representative sample of Clipsy’s heart-shaped purse hanger appears below:

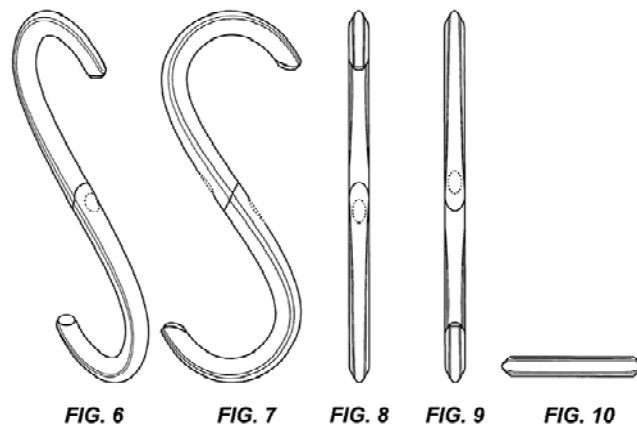




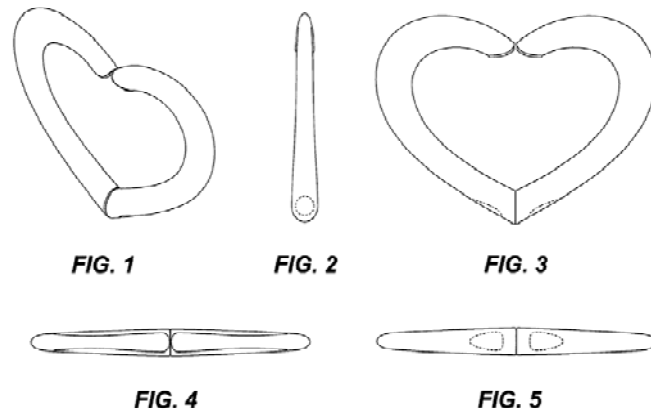
7. Clippy owns two United States design patents for its heart-shaped purse hanger: (a) U.S. Design Patent No. D592,489, entitled *Hanger for Purse or Other Article* (the “’489 Patent”); and (b) U.S. Design Patent No. D592,943, entitled *Hanger for Purse or Other Article* (the “’943 Patent”) (together, the “Clippy Design Patents”). True and accurate copies of the Clippy Design Patents are attached hereto as **Exhibit A**.

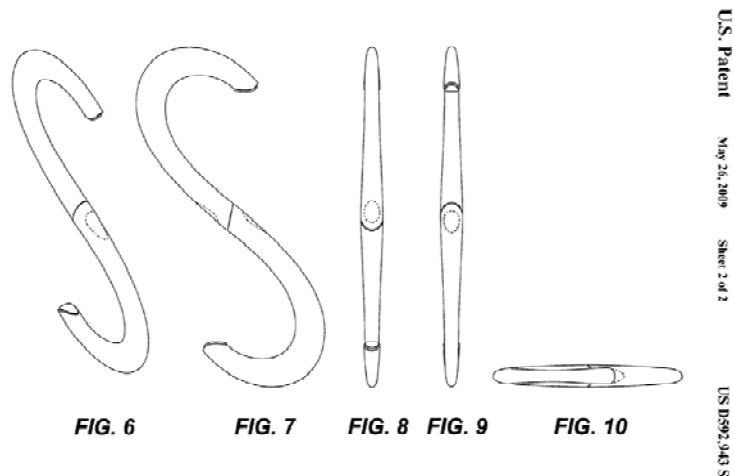
8. The figures from the ’489 Patent appear as follows:





9. The figures from the '943 Patent appear as follows:





10. In addition to the Clipsy Design patents, Clipsy owns three United States utility patents for its heart-shaped purse hanger, including: (a) U.S. Patent No. 8,162,276, entitled, *Rotary Joint Assembly and Combination Clip-Hook and Jeweler Piece Employing Same*; (b) U.S. Patent No. 9,273,718, entitled *Rotary Joint Assembly and Combination Clip-Hook and Jewelry Piece Employing Same*; and (c) U.S. Patent No. 10,495,495,136, entitled *Rotary Joint Assembly and Combination Clip-Hook and Jewelry Piece Employing the Rotary Joint Assembly* (together, the “Clipsy Utility Patents”) (together with the Clipsy Design Patents, the “Clipsy Patents”). True and accurate copies of the Utility Patents are attached hereto as **Exhibit B**.

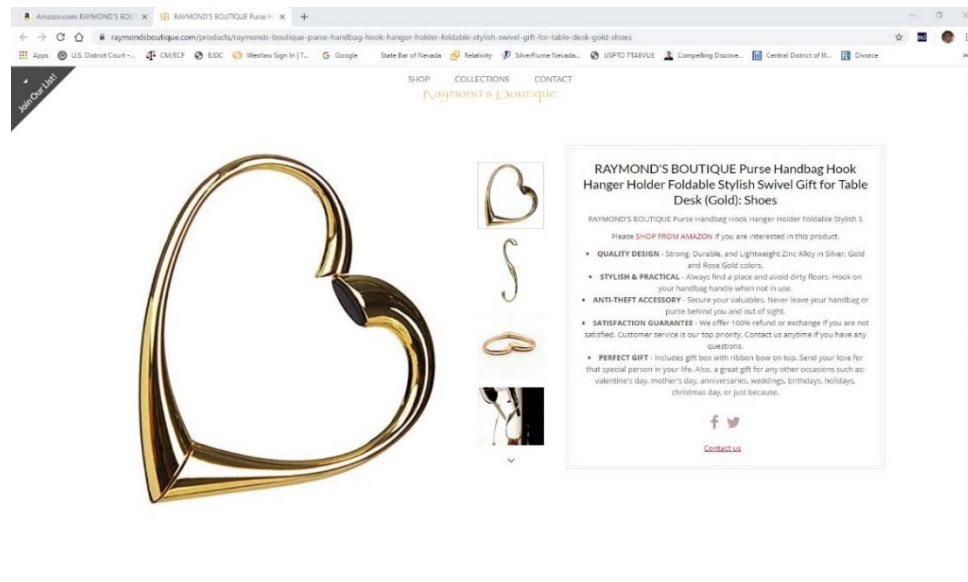
11. The Clipsy Patents are valid and subsisting. Under the Patent Act, the Clipsy Patents confer upon Clipsy the exclusive right to make, use, offer to sell, sell, and import into the United States heart-shaped purse hangers. *See* 35 U.S.C. § 271(a) (“Except as otherwise provided in this title, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.”). Accordingly, no one other than Clipsy and its authorized licensees may make use, offer to sell, sell, or import into the United States heart-shaped purse hangers in the United States.

DEFENDANT AND HIS ONGOING INFRINGEMENT

12. Defendant Raymond D. Hahn (defined above as “Defendant,” “Mr. Hahn,” and/or “Raymond’s Boutique”) operates several online businesses through fictitious firm names including, without limitation: Raymond’s Boutique, Microsite Solutions, Enajyer Custom Design, and PropertyMicrosite.com. Several addresses are associated with one or more of these businesses, including: (a) 10100 Santa Monica Blvd., Los Angeles, CA, 90067; (b) 10445 Wilshire Blvd., Suite 1706, W. Los Angeles, CA 90024; (c) 1731 Colby Ave., Suite 205, Los Angeles, CA 90025; (d) 2450 Colorado Blvd., Apt. 6, Los Angeles, CA 90041; and (e) 1835 Holmby Ave. #301, Los Angeles, CA 90025.

13. Notwithstanding the Clipsy Patents, Raymond’s Boutique is presently manufacturing, using, offering to sell, selling, and/or importing into the United States knock-off versions of Clipsy’s heart-shaped purse hangers (“Infringing Products”) without Clipsy’s authorization, license, or consent.

14. Mr. Hahn registered, owns, and operates the Internet domain name <raymondsboutique.com>. A true and accurate copy of results from the WHOIS database identifying Mr. Hahn as the registrant of <raymondsboutique.com> is attached hereto as **Exhibit C**. A screenshot from the website shows his sale of Infringing Products:



18. On March 20, 2020, Clipsy's patent counsel sent a letter to Mr. Hahn and again notified him of the existence of the Clipsy Patents and again demanded that Raymond's Boutique cease and desist from any further infringement. A true and

accurate copy of the letter (minus enclosures) is attached hereto as **Exhibit E**. Raymond's Boutique did not respond to the letter and continued to sell Infringing Products through Amazon.com.

19. On April 15, 2020, Clipsy's litigation counsel sent a letter to Mr. Hahn and again notified him of the existence of the Clipsy Patents and again demanded that Raymond's Boutique cease and desist from any further infringement. A true and accurate copy of the letter (minus enclosures) is attached hereto as **Exhibit F**. Raymond's Boutique did not respond to the letter and continues to sell Infringing Products through Amazon.com.

20. However, since receiving Clipsy's cease and desist letters, Raymond's Boutique has increased the price of the infringing heart-shaped bag hangers it is selling, from \$11.95 per unit to \$14.95 per unit. Defendant's current advertisement appears at: https://www.amazon.com/RAYMONDS-BOUTIQUE-Handbag-Foldable-Stylish/dp/B083PNGDC5/ref=sr_1_1?dchild=1&keywords=raymond%27s+boutique&qid=1592874284&sr=8-1.

21. The ad appears as follows:

The screenshot shows an Amazon product page for a heart-shaped bag hanger. The main image is a large, gold-colored heart-shaped hanger. To the left of the main image is a vertical strip of six smaller images showing different views and colors of the hanger. The product title is "RAYMOND'S BOUTIQUE Purse Handbag Hook Hanger Holder Foldable Stylish Swivel Gift for Table Desk". The price is listed as \$14.95, with a note that shipping is free on orders over \$25.00. The product has 10 ratings, shown as five stars. Below the price, there are three color options: Gold, Silver, and Rose Gold, each with a price of \$14.95. A list of bullet points describes the product's features: QUALITY DESIGN (Strong, Durable, and Lightweight Zinc Alloy in Silver, Gold and Rose Gold colors), STYLISH & PRACTICAL (Always find a place and avoid dirty floors. Hook on your handbag handle when not in use), ANTI-THEFT ACCESSORY (Secure your valuables. Never leave your handbag or purse behind you and out of sight), SATISFACTION GUARANTEE (We offer 100% refund or exchange if you are not satisfied. Customer service is our top priority. Contact us anytime if you have any questions), and PERFECT GIFT (Includes gift box with ribbon bow on top. Send your love for that special person in your life. Also, a great gift for any other occasions such as: valentine's day, mother's day, anniversaries, weddings, birthdays, holidays, christmas day, or just because).

1 A true and accurate copy of the screenshot is attached hereto as **Exhibit G**.

2 22. Defendant's continued manufacture, use, offers for sale, sales, and/or
3 importation of Infringing Products into the United States has caused and continues to
4 cause Clipsy to suffer irreparable harm and injury in denigration of Clipsy's *exclusive*
5 right to manufacture, use, offer for sale, sell, and/or import into the United States its
6 Heart-Shaped Bag Hangars.

7 23. Absent temporary, preliminary, and permanent injunctive relief, Clipsy
8 will continue to suffer such irreparable harm and injury to its patent rights.

9 **COUNT I**
10 **Patent Infringement – Design Patents**
11 **(35 U.S.C. § 271)**

12 24. Plaintiff incorporates each of the foregoing allegations as if fully set forth
13 herein.

14 25. Raymond's Boutique is presently manufacturing, using, offering to sell,
15 selling, and/or importing Infringing Products into the United States that, under the
16 ordinary observer test, are substantially similar to the product designs covered by the
17 Clipsy Design Patents.

18 26. Defendant's conduct infringes the Clipsy Design Patents.

19 27. Raymond's Boutique has not obtained a license, permission, or consent
20 from Clipsy to manufacture, use, offer to sell, sell, and/or import the Infringing Products
21 into the United States.

22 28. As a direct and proximate result of Defendant's infringement of the Clipsy
23 Design Patents, Clipsy has suffered and continues to suffer irreparable harm and injury
24 to its patent rights as well as monetary damages and injury in an amount to be
25 determined at trial.

26 29. Raymond's Boutique obtained actual knowledge of the Clipsy Design
27 Patents when it received Clipsy's cease and desist letters. Nevertheless, despite having
28 actual knowledge of the Clipsy Design Patents, upon information and belief,
Raymond's Boutique continues to make, use, offer to sell, sell, and/or import Infringing

1 Products into the United States that infringe the Clipsy Design Patents in violation of
2 Clipsy's patent rights.

3 30. By doing so, Raymond's Boutique has acted with reckless disregard of
4 Clipsy's patent rights in the Clipsy Design Patents when it knew or should have known
5 that its actions constituted infringement of the Clipsy Design Patents. Accordingly, this
6 is an exceptional case and Clipsy is entitled to an award of its reasonable attorneys' fees
7 and costs.

8 **COUNT II**
9 **Patent Infringement – Utility Patents**
10 **(35 U.S.C. § 271)**

11 31. Plaintiff incorporates each of the foregoing allegations as if fully set forth
12 herein.

13 32. Raymond's Boutique makes, uses, offers to sale, sells, and/or imports into
14 the United States, Infringing Products, as set forth above.

15 33. The Infringing Products literally infringe one or more claims of the Clipsy
16 Utility Patents including, without limitation, independent claim 1 of the '276 Patent,
17 independent claim 1 of the '718 Patent, and independent claim 1 of the '136 Patent.

18 34. Alternatively, the Infringing Products infringe one or more claims of the
19 Clipsy Utility Patents including, without limitation, independent claim 1 of the '276
20 Patent, independent claim 1 of the '718 Patent, and independent claim 1 of the '136
21 Patent under the doctrine of equivalents.

22 35. Raymond's Boutique has not obtained a license, permission from, or the
23 consent of Clipsy to make, use, offer to sell, sell, or import the Infringing Products into
24 the United States.

25 36. As a direct and proximate result of Defendant's infringement of the Clipsy
26 Utility Patents, Clipsy has suffered and continues to suffer irreparable harm and injury
27 to its patent rights as well as monetary damages and injury in an amount to be
28 determined at trial.

37. Raymond's Boutique obtained actual knowledge of the Clipsy Utility

1 Patents when it received Clipsy's cease and desist letters. Nevertheless, despite having
2 actual knowledge of the Clipsy Utility Patents, upon information and belief, Raymond's
3 Boutique continues to make, use, offer to sell, sell, and/or import Infringing Products
4 into the United States that infringe the Clipsy Utility Patents in violation of Clipsy's
5 patent rights.

6 38. By doing so, Raymond's Boutique has acted with reckless disregard of
7 Clipsy's patent rights in the Clipsy Utility Patents when it knew or should have known
8 that its actions constituted infringement of the Clipsy Utility Patents. Accordingly, this
9 is an exceptional case and Clipsy is entitled to an award of its reasonable attorneys' fees
10 and costs.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Clipsy respectfully requests that the court find in its favor and
13 against Raymond's Boutique and that the court grant Clipsy the following relief:

14 1. A declaration that Raymond's Boutique and its Infringing Products infringe
15 the Clipsy Design Patents and the Clipsy Utility Patents under 35 U.S.C. § 271 (a), (b),
16 and/or (c), and a final judgment incorporating the same.

17 2. Equitable relief under 35 U.S.C. § 283, including but not limited to an
18 injunction against Raymond's Boutique and any of its officers, agents, employees,
19 assigns, representatives, privies, successors and those acting in concert or participation
20 with them from infringing, contributing to, and/or inducing infringement of the patents
21 or patent at issue.

22 3. An award of damages sufficient to compensate Clipsy for infringement of
23 the Clipsy Design Patents and the Clipsy Utility Patents together with costs,
24 prejudgment, and post judgment interest under 35 U.S.C. § 284.

25 4. Entry of an Order compelling Raymond's Boutique to compensate Clipsy
26 for any ongoing and/or future infringement of the Clipsy Patents in an amount and under
27 terms appropriate under the circumstances.

28 5. A Declaration or Order finding Raymond's Boutique's infringement is

1 willful and/or an Order increasing damages under 35 U.S.C. § 284.

2 6. That Clipsy be granted such other and further relief as the court may deem
3 just and proper under the circumstances.

4 DATED: this 25th day of June, 2020.

5 Respectfully submitted,

6 HOWARD & HOWARD ATTORNEYS PLLC

7 /s/Jennifer R. Lloyd

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12 4821-3747-5265, v. 1