

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

ASHLEY FURNITURE INDUSTRIES, INC.,
a Wisconsin corporation,

Civil File No. 08-C-204

Plaintiff,

(Trial by Jury Demanded)

v.

HOME LINE FURNITURE INDUSTRIES, INC.,
a Pennsylvania corporation,

Defendant.

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Ashley Furniture Industries, Inc., (“Ashley”) for its Complaint against Defendant Home Line Furniture Industries, Inc. (“Defendant”) respectfully hereby states and alleges as follows:

PARTIES

1. Plaintiff Ashley Furniture Industries, Inc. is a Wisconsin corporation having its principal place of business at One Ashley Way, Arcadia, Wisconsin 54612.
2. Upon information and belief, Defendant Home Line Furniture Industries, Inc. is a Pennsylvania corporation with its principal place of business at 2121 Wheatsheaf Lane, Philadelphia, Pennsylvania 19137.

JURISDICTION AND VENUE

3. Subject matter jurisdiction is based on 28 U.S.C. §§ 1331 and 1338, in that this action arises under the patent laws of the United States (35 U.S.C. § 1 et seq.).

4. This Court also has jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(a) as Ashley has diversity of citizenship in relation to Defendant and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

5. Venue lies in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) as Defendant is subject to personal jurisdiction, does business, and has committed acts of infringement in this District.

COUNT I
D499,271 PATENT INFRINGEMENT BY DEFENDANT

6. Ashley incorporates and repeats the foregoing paragraphs 1-5 of this Complaint.

7. On December 7, 2004, United States Patent No. D499,271 (hereinafter “the '271 Patent”) for a particular “BED” was duly and legally issued to Ashley as assignee. A true and correct copy of the '271 Patent is attached hereto as **Exhibit A**.

8. Ashley is the owner of the '271 Patent by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the '271 Patent.

9. Ashley manufactures, markets, and sells beds that are made and fall within the scope of the '271 Patent.

10. Ashley sells its beds in Wisconsin and elsewhere in the United States.

11. Ashley has given notice to the public that beds made and sold under the '271 Patent are patented by marking such products in accordance with the provisions of 35 U.S.C. § 287.

12. Defendant has made, used, sold, offered for sale, exported, and/or imported beds that incorporate the patented features of the '271 Patent.

13. Defendant directly infringes, contributorily infringes, and induces the infringement of the '271 Patent, in violation of 35 U.S.C. § 271, and all causes of action thereunder, to the damage and injury of Ashley.

14. Upon information and belief, the acts of infringement by Defendant are willful, intentional, and in conscious disregard of Ashley's rights in the '271 Patent.

15. As a result of Defendant's infringement of the '271 Patent, Defendant has made and will continue to make unlawful gains and profits. Further, Ashley has been and will continue to be irreparably damaged and deprived of its rights secured by the '271 Patent due to the unlawful infringement by Defendant.

16. Ashley has been and will continue to be deprived of revenue, profit, and gain that it would otherwise have generated but for such infringement, and Defendant has caused and will continue to cause losses and damages in amounts that cannot be determined with specificity except by an accounting, as well as irreparable losses and damages.

17. Ashley is entitled to preliminary and permanent injunctive relief, enjoining Defendant, and all persons in active concert with them, from further and continuing infringement of the claims of the '271 Patent.

COUNT II
D519,297 PATENT INFRINGEMENT BY DEFENDANT

18. Ashley incorporates and repeats the foregoing paragraphs 1-17 of this Complaint.

19. On April 25, 2006, United States Patent No. D4519,297 (hereinafter "the '297 Patent") for a particular "BED" was duly and legally issued to Ashley as assignee. A true and correct copy of the '297 Patent is attached hereto as **Exhibit B**.

20. Ashley is the owner of the '297 Patent by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the '297 Patent.

21. Ashley manufactures, markets, and sells beds that are made and fall within the scope of the '297 Patent.

22. Ashley sells its beds in Wisconsin and elsewhere in the United States.

23. Ashley has given notice to the public that beds made and sold under the '297 Patent are patented by marking such products in accordance with the provisions of 35 U.S.C. § 287.

24. Defendant has made, used, sold, offered for sale, exported, and/or imported beds that incorporate the patented features of the '297 Patent.

25. Defendant directly infringes, contributorily infringes, and induces the infringement of the '297 Patent, in violation of 35 U.S.C. § 271, and all causes of action thereunder, to the damage and injury of Ashley.

26. Upon information and belief, the acts of infringement by Defendant are willful, intentional, and in conscious disregard of Ashley's rights in the '297 Patent.

27. As a result of Defendant's infringement of the '297 Patent, Defendant has made and will continue to make unlawful gains and profits. Further, Ashley has been and will continue to be irreparably damaged and deprived of its rights secured by the '297 Patent due to the unlawful infringement by Defendant.

28. Ashley has been and will continue to be deprived of revenue, profit, and gain that it would otherwise have generated but for such infringement, and Defendant has caused and will continue to cause losses and damages in amounts that cannot be determined with specificity except by an accounting, as well as irreparable losses and damages.

29. Ashley is entitled to preliminary and permanent injunctive relief, enjoining Defendant, and all persons in active concert with them, from further and continuing infringement of the claims of the '297 Patent.

COUNT III
D518,973 PATENT INFRINGEMENT BY DEFENDANT

30. Ashley incorporates and repeats the foregoing paragraphs 1-29 of this Complaint.

31. On April 18, 2006, United States Patent No. D518,973 (hereinafter “the '973 Patent”) for a particular “POSTER BED” was duly and legally issued to Ashley as assignee. A true and correct copy of the '973 Patent is attached hereto as **Exhibit C**.

32. Ashley is the owner of the '973 Patent by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the '973 Patent.

33. Ashley manufactures, markets, and sells poster beds that are made and fall within the scope of the '973 Patent.

34. Ashley sells its poster beds in Wisconsin and elsewhere in the United States.

35. Ashley has given notice to the public that poster beds made and sold under the '973 Patent are patented by marking such products in accordance with the provisions of 35 U.S.C. § 287.

36. Defendant has made, used, sold, offered for sale, exported, and/or imported poster beds that incorporate the patented features of the '973 Patent.

37. Defendant directly infringes, contributorily infringes, and induces the infringement of the '973 Patent, in violation of 35 U.S.C. § 271, and all causes of action thereunder, to the damage and injury of Ashley.

38. Upon information and belief, the acts of infringement by Defendant are willful, intentional, and in conscious disregard of Ashley’s rights in the '973 Patent.

39. As a result of Defendant's infringement of the '973 Patent, Defendant has made and will continue to make unlawful gains and profits. Further, Ashley has been and will continue to be irreparably damaged and deprived of its rights secured by the '973 Patent due to the unlawful infringement by Defendant.

40. Ashley has been and will continue to be deprived of revenue, profit, and gain that it would otherwise have generated but for such infringement, and Defendant has caused and will continue to cause losses and damages in amounts that cannot be determined with specificity except by an accounting, as well as irreparable losses and damages.

41. Ashley is entitled to preliminary and permanent injunctive relief, enjoining Defendant, and all persons in active concert with them, from further and continuing infringement of the claims of the '973 Patent.

COUNT IV
D519,286 PATENT INFRINGEMENT BY DEFENDANT

42. Ashley incorporates and repeats the foregoing paragraphs 1-41 of this Complaint.

43. On April 25, 2006, United States Patent No. D519,286 (hereinafter “the '286 Patent”) for a particular “MIRROR” was duly and legally issued to Ashley as assignee. A true and correct copy of the '286 Patent is attached hereto as **Exhibit D**.

44. Ashley is the owner of the '286 Patent by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the '286 Patent.

45. Ashley manufactures, markets, and sells mirrors that are made and fall within the scope of the '286 Patent.

46. Ashley sells its mirrors in Wisconsin and elsewhere in the United States.

47. Ashley has given notice to the public that mirrors made and sold under the '286 Patent are patented by marking such products in accordance with the provisions of 35 U.S.C. § 287.

48. Defendant has made, used, sold, offered for sale, exported, and/or imported mirrors that incorporate the patented features of the '286 Patent.

49. Defendant directly infringes, contributorily infringes, and induces the infringement of the '286 Patent, in violation of 35 U.S.C. § 271, and all causes of action thereunder, to the damage and injury of Ashley.

50. Upon information and belief, the acts of infringement by Defendant are willful, intentional, and in conscious disregard of Ashley's rights in the '286 Patent.

51. As a result of Defendant's infringement of the '286 Patent, Defendant has made and will continue to make unlawful gains and profits. Further, Ashley has been and will continue to be irreparably damaged and deprived of its rights secured by the '286 Patent due to the unlawful infringement by Defendant.

52. Ashley has been and will continue to be deprived of revenue, profit, and gain that it would otherwise have generated but for such infringement, and Defendant has caused and will continue to cause losses and damages in amounts that cannot be determined with specificity except by an accounting, as well as irreparable losses and damages.

53. Ashley is entitled to preliminary and permanent injunctive relief, enjoining Defendant, and all persons in active concert with them, from further and continuing infringement of the claims of the '286 Patent.

COUNT V
D518,311 PATENT INFRINGEMENT BY DEFENDANT

54. Ashley incorporates and repeats the foregoing paragraphs 1-53 of this Complaint.

55. On April 4, 2006, United States Patent No. D518,311 (hereinafter “the '311 Patent”) for a particular “DRESSER” was duly and legally issued to Ashley as assignee. A true and correct copy of the '311 Patent is attached hereto as **Exhibit E**.

56. Ashley is the owner of the '311 Patent by assignment and thereby is authorized and has standing to bring legal action to enforce all rights arising under the '311 Patent.

57. Ashley manufactures, markets, and sells dressers that are made and fall within the scope of the '311 Patent.

58. Ashley sells its dressers in Wisconsin and elsewhere in the United States.

59. Ashley has given notice to the public that dressers made and sold under the '311 Patent are patented by marking such products in accordance with the provisions of 35 U.S.C. § 287.

60. Defendant has made, used, sold, offered for sale, exported, and/or imported dressers that incorporate the patented features of the '311 Patent.

61. Defendant directly infringes, contributorily infringes, and induces the infringement of the '311 Patent, in violation of 35 U.S.C. § 271, and all causes of action thereunder, to the damage and injury of Ashley.

62. Upon information and belief, the acts of infringement by Defendant are willful, intentional, and in conscious disregard of Ashley’s rights in the '311 Patent.

63. As a result of Defendant's infringement of the '311 Patent, Defendant has made and will continue to make unlawful gains and profits. Further, Ashley has been and will

continue to be irreparably damaged and deprived of its rights secured by the '311 Patent due to the unlawful infringement by Defendant.

64. Ashley has been and will continue to be deprived of revenue, profit, and gain that it would otherwise have generated but for such infringement, and Defendant has caused and will continue to cause losses and damages in amounts that cannot be determined with specificity except by an accounting, as well as irreparable losses and damages.

65. Ashley is entitled to preliminary and permanent injunctive relief, enjoining Defendant, and all persons in active concert with them, from further and continuing infringement of the claims of the '311 Patent.

JURY DEMAND

66. Pursuant to FED. R. CIV. P. 38(b), Ashley requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ashley Furniture Industries, Inc. prays for relief as follows:

1. A judgment that Defendant has directly infringed, induced infringement, and/or contributed to the infringement of Ashley's rights in the '271 Patent;
2. A judgment preliminarily and permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, agents, affiliates, attorneys and all others in active concert with them, from directly infringing, infringing by inducement and/or contributing to the infringement of the '271 Patent;
3. A judgment that Defendant has directly infringed, induced infringement, and/or contributed to the infringement of Ashley's rights in the '297 Patent;
4. A judgment preliminarily and permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, agents, affiliates,

attorneys and all others in active concert with them, from directly infringing, infringing by inducement and/or contributing to the infringement of the '297 Patent;

5. A judgment that Defendant has directly infringed, induced infringement, and/or contributed to the infringement of Ashley's rights in the '973 Patent;

6. A judgment preliminarily and permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, agents, affiliates, attorneys and all others in active concert with them, from directly infringing, infringing by inducement and/or contributing to the infringement of the '973 Patent;

7. A judgment that Defendant has directly infringed, induced infringement, and/or contributed to the infringement of Ashley's rights in the '286 Patent;

8. A judgment preliminarily and permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, agents, affiliates, attorneys and all others in active concert with them, from directly infringing, infringing by inducement and/or contributing to the infringement of the '286 Patent;

9. A judgment that Defendant has directly infringed, induced infringement, and/or contributed to the infringement of Ashley's rights in the '311 Patent;

10. A judgment preliminarily and permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, agents, affiliates, attorneys and all others in active concert with them, from directly infringing, infringing by inducement and/or contributing to the infringement of the '311 Patent;

11. A judgment that Defendant's various acts of infringement have been in willful, knowing, and deliberate disregard of Ashley's patent rights and requiring Defendant to pay damages under 35 U.S.C. § 284, including treble damages for willful infringement, with interest;

