

1. Plaintiff Radio Systems Corporation (“RSC”) is a Delaware corporation with its principal place of business located at 10427 Petsafe Way, Knoxville, Tennessee 37932.
2. Upon information and belief, Defendant Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions (“Sunbeam”) is a Delaware corporation with its principal place of business located at 2381 NW Executive Center Drive, Boca Raton, Florida 33431. Upon information and belief, Sunbeam does business in the State of Tennessee, including in this District, and is registered to conduct business in Tennessee with the Tennessee Secretary of State. Sunbeam’s registered agent for service of process in Tennessee is CT Corporation System, 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929.

II. NATURE OF ACTION

3. This is an action for patent infringement under the Patent Laws of the United States, United States Code, Title 35.

III. JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 and 1338(a) because it arises under the Patent Laws of the United States, United States Code, Title 35.

5. This Court has general personal jurisdiction over Sunbeam based on its continuous and systematic minimum contacts with residents of Tennessee through the distribution and sale of its products in Tennessee directly and through subsidiaries or exclusive “brick and mortar” and online resellers. This Court also has specific personal jurisdiction over Sunbeam based on its purposeful direction of its promotional and advertising activities and sales of their products to residents and customers in Tennessee as well as registration with the Tennessee Secretary of State. Further, this Court has personal jurisdiction under Tennessee’s long-arm statute, Tenn. Code Ann. § 20-2-201 *et seq.*, because (1) Sunbeam has transacted business in Tennessee; (2) the tortious acts or omissions occurred in Tennessee; (3) the damages occurred in Tennessee to a Tennessee corporation; and (4) jurisdiction based on Sunbeam’s contacts with Tennessee (including, but not limited to, sales of products) is not inconsistent with the Constitution of the State of Tennessee or the Constitution of the United States.

6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and 1400 because a substantial part of the events giving rise to these claims arose in this District; Sunbeam is deemed to reside in this District; and Sunbeam is subject to personal jurisdiction pursuant to Tennessee’s long-arm statute, Tenn. Code Ann. § 20-2-201 *et seq.*

IV. THE CONTROVERSY

A. U.S. PATENT NO. D627,527

7. RSC is a leading developer and manufacturer of pet feeding, fencing, and behavior training products and solutions.

8. RSC is the parent company to many of the most recognizable pet brands in the world. The RSC family of brands includes the PetSafe® brand (a leading electronic pet training products brand), the Invisible Fence® brand (a leading in-ground containment brand), the SportDOG Brand® (a leading brand for training equipment for sporting dogs), among others, including without limitation, Premier® Pet Products, Drinkwell® Pet Fountains, and Innotek® training products.

9. On November 16, 2010, U.S. Patent No. D627,527 (the “527 Patent”) was duly, properly, and legally issued by the United States Patent and Trademark Office (the “PTO”) to inventors Ben T. Ferguson, III, Marc E. Brush, Jason R. Graves, and Nianhong Zhou.

10. A true and correct copy of the 527 Patent is attached hereto as Exhibit 1 and incorporated herein by reference.

11. RSC is the owner of all right, title, and interest in the 527 Patent.

B. SUNBEAM’S INFRINGING CONDUCT

12. Upon information and belief, Sunbeam is a wholly-owned subsidiary of Jarden Corporation, a Delaware corporation with a principal place of business located at 2381 NW Executive Center Drive, Boca Raton, Florida 33431 (“Jarden”).

13. In 2012, Jarden began informing Jarden’s investors that Sunbeam would engage in a “targeted growth initiative” to “expand beyond grooming business into new categories” and to the left of the Sunbeam logo announcing this “initiative” displayed the words “Heated Beds.”

14. A true and correct copy of Jarden's "Investor Presentation" for May 2012 is attached hereto as Exhibit 2.

15. Upon information and belief, Sunbeam then began offering for sale certain products related to heated beds for pet dogs.

16. One such product offered by Sunbeam is the "Heated Pet Bed Insert" (hereinafter, the "Infringing Product" or the "Heated Pet Bed Insert product").

17. Upon information and belief, Sunbeam uses "Model #: SBUW10" to designate the Infringing Product.

18. True and correct copies of screenshots from Sunbeam's website located www.sunbeampets.com that display the Heated Pet Bed Insert product are attached hereto as Exhibits 3, 4, 5, and 6.

19. A true and correct copy of the "Product Manual" for the Heated Pet Bed Insert as displayed on Sunbeam's website located at www.sunbeampets.com is attached hereto as Exhibit 7.

20. True and correct pictures of the Heated Pet Bed Insert product are attached hereto as Exhibits 8, 9, and 10.

21. In the eye of the ordinary observer, giving such attention as a purchaser usually gives, a comparison of the claimed ornamental design in the 527 Patent (as shown in Exhibit 1 hereto) to the Infringing Product (as shown in Exhibits 3, 4, 5, 6, 8, 9, and 10) demonstrates that the design of the Infringing Product is, if not nearly identical, then substantially the same.

22. The resemblance of the design of the Infringing Product to the claimed ornamental design in the 527 Patent is such as to deceive an ordinary observer as to induce the purchase of the Infringing Product.

23. Sunbeam has offered for sale, continues to offer for sale, has sold the Infringing Product, and enables others to sell the Infringing Product.

24. Further, upon information and belief, Sunbeam manufactures, or supervises and controls the manufacture of, in whole or in part, the Infringing Product outside of the United States and then imports the Infringing Product, in whole or in part, into the United States from abroad.

25. Sunbeam does not have a license or other authorization to use the ornamental design claimed in the 527 Patent.

26. Upon information and belief, Sunbeam had at least constructive knowledge of the 527 Patent.

V. CAUSES OF ACTION

COUNT I

INFRINGEMENT OF U.S. PATENT NO. D627,527

27. RSC incorporates the preceding paragraphs as though fully set forth herein.

28. Sunbeam, in violation of 35 U.S.C. § 271, has infringed and continues to infringe the claimed ornamental design in the 527 Patent through Sunbeam's making, using, offering for sale, sale, and/or importing the Infringing Product.

29. Sunbeam's infringement of the 527 Patent has been willful, wanton, egregious, and with disregard for RSC's patent rights and will continue unabated unless enjoined by this Court.

30. Unless the future occurrence of these actions is enjoined, RSC will suffer irreparable injury for which there is no adequate remedy at law.

31. This is an exceptional case such that RSC should be entitled to its reasonable attorney fees and expenses incurred in prosecuting this action and defending any counterclaims brought by Sunbeam.

COUNT II

INDUCEMENT OF OTHERS TO INFRINGE U.S. PATENT NO. D627,527

32. RSC incorporates the preceding paragraphs as though fully set forth herein.

33. Sunbeam, in violation of 35 U.S.C. § 271(b), has induced and continues to induce others to infringe the claimed ornamental design in the 527 Patent, by encouraging and facilitating others to perform actions known by Sunbeam to be acts of infringement of the 527 Patent with intent that those performing the acts infringe the 527 Patent.

34. Sunbeam was placed on notice of the 527 Patent because RSC placed notice of its patent on the packaging of its products that embody a material part of the ornamental design claimed in the 527 Patent.

35. Sunbeam, through its marketing efforts, encourages the sale of the infringing the Infringing Product by resellers in both traditional “brick and mortar” stores and online, and ultimately to consumers. The resellers and consumers of the Infringing Product infringe the claimed ornamental design in the 527 Patent.

36. Sunbeam advertises the Infringing Product, publishes promotional literature describing the operation of those products, creates and/or distributes an instruction manual for the Infringing Product, and offers support and technical assistance to ultimate consumers.

37. Sunbeam’s infringement of the 527 Patent has been, and continues to be, willful, wanton, egregious, and with disregard for RSC’s patent rights and will continue to be unless enjoined by this Court.

38. Unless the future occurrence of these actions is enjoined, RSC will suffer irreparable injury for which there is no adequate remedy at law.

39. This is an exceptional case such that RSC should be entitled to its reasonable attorney fees and expenses incurred in prosecuting this action and defending any counterclaims brought by Sunbeam.

COUNT III

CONTRIBUTORY INFRINGEMENT OF U.S. PATENT NO. D627,527

40. RSC incorporates the preceding paragraphs as though fully set forth herein.

41. Sunbeam, in violation of 35 U.S.C. § 271(c), has contributed and continues to contribute to the infringement of (and thereby infringes) the claimed ornamental design in the 527 Patent by selling within the United States, offering for sale within the United States, and/or importing components and the non-staple constituent parts of those devices that embody a material part of the claimed ornamental design in the 527 Patent including, but not limited to, the Infringing Product.

42. These devices are known by Sunbeam to be especially made or especially adapted for use in infringement of the 527 Patent and are not staple articles or commodities suitable for substantial, non-infringing use.

43. Sunbeam was placed on notice of the 527 Patent and Sunbeam's infringement thereof because RSC placed notice of its patent on the packaging of its products that embody a material part of the ornamental design claimed in the 527 Patent.

44. The Infringing Product uses the claimed ornamental design in the 527 Patent and only the claimed ornamental design in the 527 Patent.

45. Sunbeam sells the Infringing Product, with knowledge that it infringes, to resellers who sell to consumers. The resellers and consumers of the Infringing Product infringe the 527 Patent.

46. Sunbeam's infringement of the 527 Patent has been, and continues to be, willful, wanton, egregious, and with disregard for RSC's patent rights and will continue to be unless enjoined by this Court.

47. Unless the future occurrence of these actions is enjoined, RSC will suffer irreparable injury for which there is no adequate remedy at law.

48. This is an exceptional case such that RSC should be entitled to its attorney fees and expenses incurred in prosecuting this action and defending any counterclaims brought by Sunbeam.

VI. REQUEST FOR RELIEF

Wherefore, RSC requests the following relief:

1. Judgment be entered in favor of RSC against Sunbeam for each of the above Counts;
2. Sunbeam, and its officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with any of the foregoing, shall be preliminary enjoined from infringement of the 527 Patent;
3. Sunbeam be directed to file with this Court and serve on RSC within ten (10) days after the service of a preliminary injunction order, a report in writing under oath, setting forth in detail the manner and form in which it has complied with the preliminary injunction order;
4. At conclusion of trial, Sunbeam, its officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with any of the foregoing, be forthwith permanently enjoined from infringement of the 527 Patent;

5. Sunbeam be directed to file with this Court and serve on RSC within ten (10) days after the service of a permanent injunction order, a report in writing under oath, setting forth in detail the manner and form in which it has complied with the permanent injunction order;

6. RSC be granted an award pursuant to 35 U.S.C. § 284 of damages, not less than a reasonable royalty, adequate to compensate RSC for the infringement of the 527 Patent; trebling of any award pursuant to 35 U.S.C. § 284; Sunbeam's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289; pre-judgment and post-judgment interest on any award; and the costs of this action;

7. This case and/or the actions of Sunbeam be deemed exceptional and RSC be granted an award for its reasonable attorney fees and expenses pursuant to 35 U.S.C. § 285; and

8. RSC be granted awarded such other and further relief as this Court deems just and proper.

JURY DEMAND

RSC requests a trial by jury.

Respectfully submitted,

/s/ Samuel F. Miller

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