

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ZENITH PRODUCTS CORP.)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No. _____
)	
LTD COMMODITIES LLC)	
)	JURY TRIAL DEMANDED
)	
_____ Defendant.)	

COMPLAINT

Plaintiff Zenith Products Corp. ("Zenith"), by and through the undersigned attorneys, alleges as follows:

THE PARTIES

1. Plaintiff Zenith is a Delaware corporation having a principal place of business located at 400 Lukens Drive, New Castle, Delaware 19720.

2. Upon information and belief, Defendant LTD Commodities LLC ("LTD"), formerly doing business as The Lakeside Collection, is a Delaware Corporation having a principal place of business located at 2800 Lakeside Drive, Bannockburn, Illinois 60015; and upon information and belief, LTD regularly conducts business in the state of Delaware.

JURISDICTION AND VENUE

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

4. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331-32 and 1338(a).

5. This Court has personal jurisdiction over LTD at least by virtue of its incorporation in Delaware.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), (c) and § 1400(b).

FACTS

7. Plaintiff is the owner of U.S. Patent No. D545,180 ("the '180 patent"), issued by the United States Patent and Trademark Office on June 26, 2007 and entitled "Curtain Hook." A true and correct copy of the '180 patent is attached to this Complaint as Exhibit A.

8. The '180 patent is valid and enforceable. The term of the '180 patent is set to expire on June 26, 2021.

9. Plaintiff is the assignee of all right, title, and interest in and to the '180 patent and possesses all rights of recovery under the '180 patent, including the right to sue for infringement and recourse for damages.

10. Defendant has used, manufactured, sold, offered for sale, and/or imported double roller shower curtain hooks ("Infringing Curtain Hooks") of at least one particular type or design in the U.S.

11. Upon information and belief, Defendant LTD has and continues to at least offer for sale in the U.S. "Double Shower Curtain Roller Hooks" (item no. 400183018) as part of its line of bath products. Upon information and belief, Defendant LTD maintains an interactive website wherein consumers, including those from the State of Delaware, can purchase the Infringing Curtain Hooks at www.lakeside.com (See, for example, Exhibit B attached hereto).

12. Counsel for Plaintiff Zenith sent a letter to Defendant LTD on January 29, 2013 (attached hereto as Exhibit C), which put Defendant LTD on notice of the '180 patent. The letter asserted that Defendant LTD was at least offering for sale in the U.S. "Lakeside Collection

Double Shower Curtain Roller Hooks” as part of its line of bath products. Further, the notice letter expressly asserted that Defendant LTD, by offering the “Lakeside Collection Double Shower Curtain Roller Hooks”, was improperly exploiting the invention claimed in the ‘180 patent. Defendant LTD never provided a written response to this letter.

13. On or around February 14, 2013, Counsel for Plaintiff Zenith sent a follow-up letter to Defendant LTD (attached hereto as Exhibit D) again requesting a substantive response to the cease and desist demands outlined in the January 29, 2013 letter. Defendant LTD never provided a written response to this letter.

14. Defendant has not sought, nor obtained, a license under the '180 patent and is not authorized or permitted to market, manufacture, use, offer for sale, sell or import the subject matter claimed in the '180 patent.

COUNT I
INFRINGEMENT OF THE '180 PATENT

15. Plaintiff realleges and incorporates by reference paragraphs 1 through 14 of this Complaint as though fully set forth herein.

16. The claim of the '180 patent is presumed valid pursuant to 35 U.S.C. § 282.

17. Defendant, in violation of 35 U.S.C. § 271, has been and is currently infringing, contributorily infringing and/or inducing others to infringe the claim of the '180 patent, either literally or under the doctrine of equivalents, by making, causing to be made, using, offering for sale, selling and/or importing into the United States, without license or authority, at least the Infringing Curtain Hooks, which are covered by the claim of the '180 patent.

18. Defendant has willfully infringed and, upon information and belief, will continue to willfully infringe upon the claim of the '180 patent by the use, manufacture, offer for sale, sale, and/or importation of the Infringing Curtain Hooks unless this Court enjoins Defendant's infringing activities.

19. As a result of the Defendant's willful infringement of the '180 patent, Plaintiff has been damaged to an extent not yet determined.

20. Plaintiff is entitled to monetary damages adequate to compensate it for the Defendant's infringement, increased damages under 35 U.S.C. § 284, together with interest, costs, and attorneys fees under 35 U.S.C. § 285, and is entitled to injunctive relief against such infringement pursuant to 35 U.S.C. § 283.

JURY DEMAND

Plaintiff hereby demands a jury trial on all issues appropriately triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment against Defendant for the following:

- (a) A judgment that Defendant has infringed the '180 patent;
- (b) A permanent injunction enjoining Defendant and its respective affiliates, subsidiaries, officers, directors, employees, agents, representatives, servants, licensees, attorneys, successors, assigns, and/or those in privity with it, from infringing, contributorily infringing, or inducing the infringement of the '180 patent;
- (c) A decree that Defendant's infringement of the '180 patent has been, and continues to be, willful and deliberate;
- (d) An award to Plaintiff of damages that are adequate to fully compensate it for the Defendant's infringement of the '180 patent, together with prejudgment interest and costs, including enhanced damages for any willful infringement under 35 U.S.C. § 284;
- (e) An accounting and payment by Defendant to Plaintiff of all profits realized by Defendant from the unlawful acts complained of herein pursuant to 35 U.S.C. § 289;

(f) A finding that this case is exceptional and award Plaintiff its costs, reasonable attorneys' fees, and expenses in this action;

(g) An accounting for damages arising from the infringement of the '180 patent by the Defendant (and those in privity with them), including, but not limited to, those sales not presented at trial and an award by the Court for any such sales; and

(h) An award of such other and further relief, at law or in equity, as the Court may deem just and proper.

Dated: March 19, 2013

STAMOULIS & WEINBLATT LLC

/s/ Stamatios Stamoulis _____

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