

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT NEW YORK

Progressive International Corporation,

Plaintiff,

v.

Brumis Imports, Inc.,

Defendant.

Civil Action No.

COMPLAINT FOR PATENT  
INFRINGEMENT

1. Plaintiff Progressive International Corp. (“Progressive”) alleges as follows against Defendant Brumis Imports, Inc. (“Brumis”).

**PARTIES**

2. Progressive is a Delaware corporation, having a principal place of business at 20435 72<sup>nd</sup> Avenue South, Suite 400, Kent, Washington, 98032.

3. Brumis is a New York corporation with its principal place of business at 109 West 38th Street, Suite 1204, New York, New York, 10018.

**JURISDICTION AND VENUE**

4. This action arises under the patent laws (35 U.S.C. §§ 271, et seq.). Accordingly, original jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. Brumis is a resident of this district, and it also imports, offers for sale, and sells its products, including the accused collapsible colanders, throughout the United States from its location within this district. Brumis is subject to general jurisdiction in this district as a resident of the district, and is subject to specific jurisdiction in this district by offering for sale and selling the infringing goods within this district.

6. For purposes of venue, Brumis resides in the Southern District of New York pursuant to 28 U.S.C. § 1391(c). In addition, Brumis sold the infringing goods in this district, making venue proper under 28 U.S.C. § 1391(b).

### **PROGRESSIVE'S COLLAPSIBLE COLANDER PATENT**

7. Progressive is a leading designer and global marketer of a diversified line of kitchenware and dining products. Operating from its headquarters in Kent, Washington, Progressive devotes considerable effort towards designing original products for retail sale within the kitchenware and dining industry. Progressive's innovations have resulted in the issuance of hundreds of patents by the U.S. Patent Office and other patent offices around the world.

8. One of Progressive's many innovations is the development of a line of collapsible colanders and bowls, which resulted in U.S. Patent No. 7,678,271 (the '271 patent, attached as Exhibit 1). The '271 patent is assigned to Progressive, and Progressive owns all rights in the '271 patent.

9. Progressive's patented colanders are generally characterized by having a substantially rigid rim and base, with an intermediate flexible membrane between the rim and the base. The flexible membrane has only two living hinges, allowing the container to fold generally into thirds for storage. Figure 1 from the '271 patent is reproduced below at the left, showing an example colander in an expanded position, while Figure 4 below at the right shows the same colander collapsed for storage.

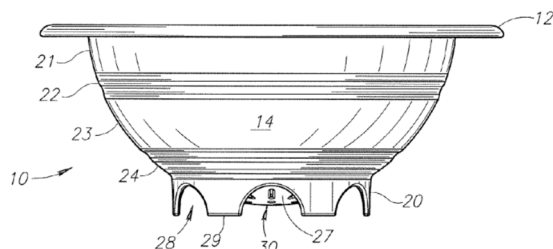


FIG. 1

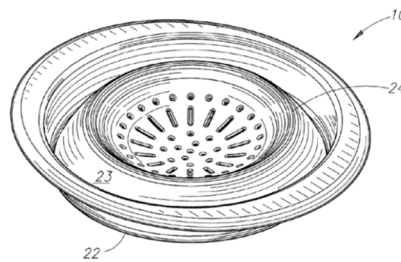


FIG. 4

10. The patented collapsible colanders are described as having a variety of different styles. One version is an over-the-sink colander having extendable arms allowing the colander to be suspended over a sink. This version is illustrated in Figures 8 and 9 from the patent, reproduced below in which one of the arms is shown extended in Figure 8.

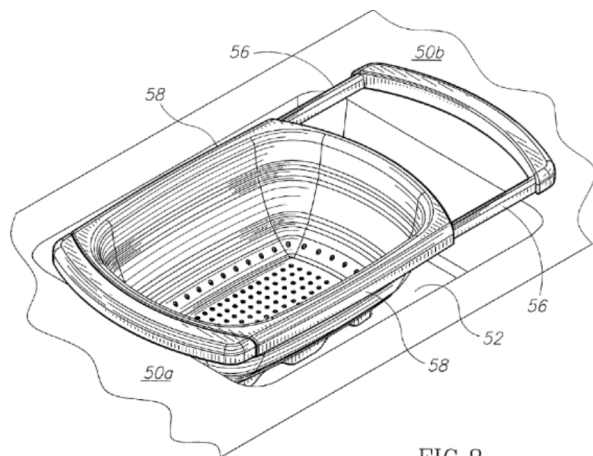


FIG. 8

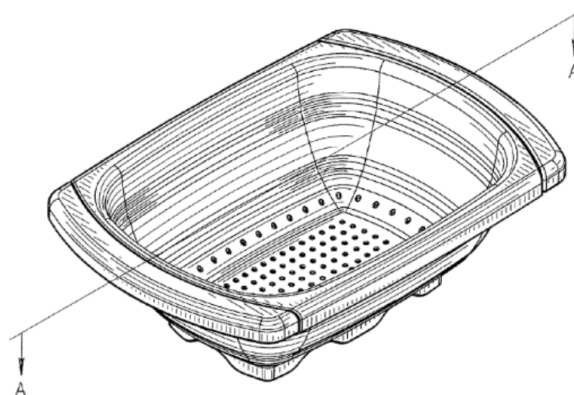


FIG. 9

11. Progressive sells commercial embodiments of the patented collapsible colanders, including an over-the-sink version as shown below (expanded at the left, and collapsed at the right).



12. Progressive makes and sells many other collapsible products, beyond the above over-the-sink colanders. A further example is a collapsible dish rack such as shown below (expanded at the left, and collapsed at the right).



13. Progressive marks its collapsible products as being covered by the '271 patent.

### INFRINGEMENT BY BRUMIS

14. Brumis has offered for sale and sold collapsible colanders, including at least an over-the-sink version of a collapsible colander. The infringing Brumis collapsible colanders are sold under the Core Kitchen brand and under the name "Expandable Collapsible Colander." A product label for the product is shown below.



15. The Brumis collapsible colander is the same as the Progressive commercial embodiment, other than the color. As shown below, it includes a substantially rigid rim and base (in beige plastic) with a flexible membrane (in a turquoise-colored elastomeric material) between the rim and the base. Only two living hinges are provided in the membrane, dividing the colander into three portions of substantially equal length.



16. The Brumis product is shown above in an expanded position, and it can be configured in a collapsed position such as shown below. In the collapsed position, it is folded only at the two living hinges, and the flexible membrane is substantially devoid of any folds or bends other than at the living hinges.



17. Brumis has directly infringed Progressive's '271 patent by making, selling, offering for sale, using or importing collapsible containers, pursuant to 35 U.S.C. § 271.

18. As a direct result of the infringement by Brumis, Progressive has suffered, and will continue to suffer, damages in an amount to be established at trial.

19. Brumis had actual knowledge of the '271 patent and the fact of its infringement long before the filing of the present complaint. On July 26, 2021, Progressive contacted counsel for Brumis, informing Brumis of the patent and the infringement. Progressive followed up on several occasions thereafter in an effort to persuade Brumis to cease infringing the '271 patent. Despite such knowledge of the infringement, Brumis has continued to offer for sale and sell its infringing collapsible colanders. Accordingly, the infringement by Brumis has been willful.

20. Progressive continues to suffer irreparable harm from the infringement by Brumis, for which there is no adequate remedy at law.

### **REQUEST FOR RELIEF**

Progressive requests that the Court grant the following alternative and cumulative relief:

1. Preliminarily and permanently enjoin Brumis from making, using, offering for sale, selling, or importing collapsible containers that infringe the '271 patent, including the accused collapsible colanders;
2. Award Progressive damages for the infringement, including, at Progressive's option, the greater of Progressive's lost profits or a reasonable royalty for the use of the invention;
3. Award Progressive treble damages pursuant to 35 U.S.C. § 284 and any other applicable law;
4. Enter an award of reasonable attorneys' fees pursuant to 35 U.S.C. § 285 and any other applicable law;
5. Order Brumis to deliver to Progressive its inventories of infringing articles for destruction by Progressive;
6. Enter an award of prejudgment interest and costs; and

7. Other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Progressive demands a jury trial on all issues triable by jury.

DATED this 8th day of February, 2022.

Respectfully Submitted,

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