

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Russo Trading Company, Inc.,

Plaintiff,

v.

Case No. 1:22-CV-20646

Rubi Tools USA, Inc.,

Defendant.

COMPLAINT

Plaintiff Russo Trading Company, Inc. (“Russo Trading”), for its complaint against Rubi Tools USA, Inc. (“Rubi”), alleges the following:

NATURE OF ACTION

1. This is a civil action for patent infringement under the Patent Act, 35 U.S.C. §§ 1 *et seq.*, for trade dress infringement under Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), and for contributory trademark infringement arising from Rubi’s acts of infringement, including the making, using, importing, selling, and/or offering for sale one or more products that infringe upon the claims of U.S. Design Patent D862,204 (“the ’204 Patent”), Rubi’s unauthorized use of Russo Trading’s established trade dresses (defined herein) in its Spin Doctor™ tile leveling/lippage removal system, and Rubi’s continued supply of products to its distributors that use Russo Trading’s trademarks to advertise and sell Rubi’s products in violation of 15 U.S.C. § 1125(a).

PARTIES

2. Plaintiff Russo Trading is a Wisconsin S corporation with its principal place of business at N57 W13282 Carmen Avenue, Menomonee Falls, WI 53051. Among other things, Russo Trading is engaged in the business of manufacturing, designing, and selling tile lippage removal systems.

3. Upon information and belief, Rubi is a Florida corporation with a principal place of business at 3980 W. 104th St., Suite 6, Hialeah, FL 33018.

JURISDICTION AND VENUE

4. This District Court has original jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338(a) (actions arising under Acts of Congress relating to patents and copyrights), and pursuant to 15 U.S.C. § 1121(a) (Lanham Act claims).

5. Venue in this District Court is proper under 28 U.S.C. §§ 1391(b) and 1400(b) because Rubi resides in this judicial district, has committed acts of infringement and has a regular and established place of business in this judicial district, and the Court has personal jurisdiction over Rubi with respect to this action.

BACKGROUND

I. Russo Trading's Business and Intellectual Property

6. Russo Trading Company was founded in 1999 in Brookfield, Wisconsin.

7. In addition to selling equipment and accessories for the tile industry, Russo Trading develops and manufactures products (including products manufactured for it by other companies according to Russo Trading specifications) for use in the tile and stone installation industry.

8. One area in which Russo Trading has developed new and innovative products is in the field of tile lippage.

9. When installing tile, it is generally desired that the installed tile form a uniform surface without variations caused by tiles that are noticeably higher or lower than neighboring tiles and/or tipped in such a way that one or more edges of any tile is noticeably higher or lower than the edges of its neighboring tiles. When there is a noticeable height difference between one or more tiles and/or the edges of one or more tiles with respect to adjacent tiles, this condition is referred to as “lippage” or “tile lippage.” To improve the cosmetic appearance of installed tile and/or to remove trip hazards or other undesirable results of tile lippage, those who install tile aim to reduce or eliminate tile lippage as much as possible.

10. At least as early as 2014, Russo Trading invented a system for eliminating tile lippage, which was commercialized as the “Spin Doctor™ Tile Lippage Control System.”

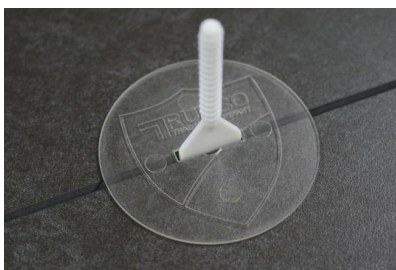
11. The Spin Doctor™ Tile Lippage Control System consists of two main pieces: (1) a red Spin Doctor™ Free Spin Cap and (2) a Spin Doctor™ Threaded Spacer Post (available in different spacer thicknesses, having different colors); it may include an optional third part, the Clear View Shield:



Spin Doctor™ Free Spin Cap



Exemplar Spin Doctor™ Threaded Spacer Post



Clear View Shield (Optional, shown with a Spin Doctor™ Threaded Spacer Post)

12. To use the Spin Doctor™ Tile Lippage Control System, an installer places the Threaded Spacer Post underneath and in between the tiles being installed, with a thickness of the Threaded Spacer Post used to set the spacing between tiles (often referred to as a “grout line”) and to ensure uniform spacing. If the installer is using the optional Clear View Shield, he or she then places the Clear View Shield onto the Threaded Spacer Post, which more evenly distributes vertical pressure. The installer then places the Free Spin Cap onto the Threaded Spacer Post Base and spins it down to the tile surface. The installer then tightens the Free Spin Cap to align the tiles and eliminate tile lippage.

13. Beginning in 2015, William P. Russo, the President of Russo Trading and the inventor of the system described above, submitted multiple patent applications related to the system described above. Russo filed a design patent application on July 26, 2018, titled “Lippage Cap,” that was assigned to Russo Trading Company, Inc. on January 31, 2019, and ultimately issued as the ’204 Patent.

14. On October 8, 2019, the '204 Patent (attached as Exhibit A) was issued by the U.S. Patent and Trademark Office. The '204 Patent includes a single claim directed to the ornamental design for a tile lippage leveling cap as shown and described in the '204 Patent.

15. Beginning at least as early as 2016, Russo Trading began advertising and selling its Spin Doctor™ Tile Lippage Control System and has continuously advertised and sold the Spin Doctor™ Tile Lippage Control System since that time, including its distinctive red Spin Doctor™ Free Spin Cap, shown below, which is an integral part of the Spin Doctor™ Tile Lippage Control System.



Russo Trading Spin Doctor™ Free Spin Cap

16. Also beginning at least as early as 2016, Russo Trading advertised and sold Threaded Spacer Posts of different thicknesses to provide different spacing options between adjacent tiles. Initially, Russo Trading advertised and sold Threaded Spacer Posts in white (1/16" spacer thickness) and black (1/8" spacer thickness). No later than October of 2017, Russo Trading began advertising and selling Threaded Spacer Posts in grey (3/16" spacer thickness). No later than November of 2018, Russo Trading began advertising and selling Threaded Spacer Posts in red (1/32" spacer thickness). Accordingly, since at least November 2018, Russo Trading has offered the following depicted Threaded Spacer Posts for use with its Spin Doctor™ Free Spin Leveling Cap.



Russo Trading’s Spin Doctor™ Threaded Spacer Posts

17. Russo Trading has trade dress rights in the color of its Spin Doctor™ Free Spin Cap (“Cap Trade Dress”) and in the color scheme of its different Spin Doctor™ Threaded Spacer Posts (“Post Trade Dress”), the Cap Trade Dress and Post Trade Dress collectively referred to herein as the “Russo Trading Trade Dresses.”

18. The Cap Trade Dress and the Post Trade Dress are non-functional and do not in any way alter the respective functions of the Spin Doctor™ Free Spin Cap or the Spin Doctor™ Threaded Spacer Posts.

19. The Cap Trade Dress and the Post Trade Dress are distinctive and serve to distinguish Russo Trading’s Spin Doctor™ Tile Lippage Control System and its component pieces from other tile lippage removal systems.

20. Russo Trading has invested substantial effort and resources in developing and promoting its Spin Doctor™ Tile Lippage Control System and its component pieces embodying the Russo Trading Trade Dresses.

21. Through Russo Trading’s consistent and extensive use of the Cap Trade Dress and the Post Trade Dress, those trade dresses have become well-known indicators of the origin and quality of Russo Trading’s Spin Doctor™ Tile Lippage Control System products.

22. As a result of these efforts, the Russo Trading Trade Dresses have achieved secondary meaning and Russo Trading has achieved and enjoyed valuable goodwill associated

with the Cap Trade Dress and the Post Trade Dress.

23. Russo Trading has enjoyed significant sales of its Spin Doctor™ Tile Lippage Control System products embodying the Cap Trade Dress and Post Trade Dress throughout the United States.

24. The strength and recognition of the Russo Trading Trade Dresses is evident from their widespread recognition in the industry and from Rubi's unauthorized use of them in connection with its competing tile lippage system (discussed in greater detail below).

25. As a direct result of the considerable time, effort, money, advertising and promotion of its Spin Doctor™ Tile Lippage Control System products that embody the Cap Trade Dress and the Post Trade Dress, the Russo Trading Trade Dresses have become well known, distinctive and famous within the tile tool industry.

26. Consequently, the Russo Trading Trade Dresses are valuable assets of Russo Trading.

II. Rubi's Infringing Conduct

27. Rubi is a manufacturer and seller of tools for the stone and tile industry.

28. Upon information and belief, beginning in May 2021, Rubi began importing, using, offering for sale, and selling a competing tile lippage removal system known as the Cyclone Leveling System that includes a red threaded cap ("Cyclone LS Cap," pictured below) and a series of threaded spacer posts in grey, white, black and red ("Cyclone LS Bases," also pictured below), respectively for spacing adjacent tiles 1/32", 1/16", 3/32" and 1/8" apart.



Rubi's Cyclone LS Cap



Rubi's Cyclone LS Bases

29. In 2021, Rubi's Cyclone LS Caps and Cyclone LS Bases were falsely advertised and sold on Amazon.com as being Russo Trading's Spin Doctor™ Tile Leveling System components and products of Russo Trading Company. *See* screen shot, below.

The screenshot displays an Amazon product listing for the "Spin Doctor Tile Leveling System 1 by 1/16", 1.5mm - 1 Box of 250 Piece. The product is a red plastic leveling system component. The price is listed as \$37.27 with free returns. The page also shows a "Buy Now" button, a "Secure transaction" badge, and shipping information from Amazon.com. The product is rated with 5 stars and has 526 ratings. The page includes a navigation bar at the top with categories like "Tools & Home Improvement" and "Building Supplies".

https://www.amazon.com/Doctor-Leveling-System-Inches-millimeter/dp/B078WC96MQ/ref=sr_1_8?keywords=spin+doctor&qid=1637271084&sr=8-8, last visited November 23, 2021.

30. On or about December 1, 2021, Rubi received a notice and license offer letter from counsel for Russo Trading advising Rubi of the '204 Patent and informing Rubi that the “making, using, importing, selling and offering for sale of products embodying the claimed features of a patent constitutes patent infringement.” Rubi has, therefore, had actual notice of the '204 Patent since at least as early as its receipt of that notice and license offer letter.

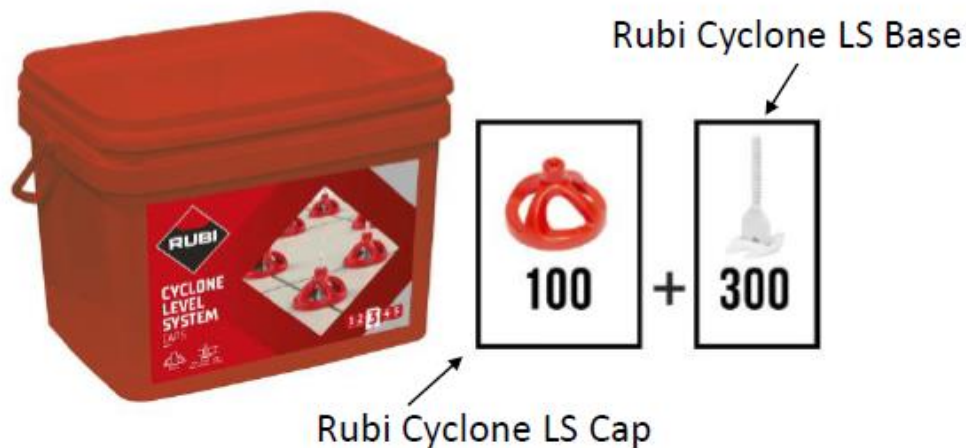
31. The notice and offer letter received by Rubi on or about December 1, 2021 also informed Rubi that its “products [were] being advertised and sold on Amazon as Russo Trading’s Spin Doctor™ products,” and included a screen shot of an Amazon webpage advertising the sale of a Rubi Cyclone LS cap as a “Spin Doctor Tile Leveling System” of the “Brand: Russo Trading Company.” Rubi has, therefore had actual notice that its products are being advertised and sold using Russo Trading’s name and its trademarks since at least as early as its receipt of that notice and license offer letter.

FIRST CAUSE OF ACTION
(Direct Infringement of the '204 Patent)

32. Russo Trading restates and incorporates by reference the allegations in paragraphs 1 through 31 above.

33. As the owner of the '204 Patent, Russo Trading is authorized and has standing to bring legal action to enforce all rights arising under the '204 Patent.

34. Defendant Rubi manufactures, uses, offers to sell, sells, and/or imports into the United States a tile lippage removal system referred to by Rubi as the "Cyclone Level System" (shown below), which includes a threaded cap, referred to by Rubi as the Cyclone LS Cap, and a threaded spacer post base referred to by Rubi as the Cyclone LS base (each identified below).



<https://www.rubi.com/us/cyclone-level-system-r804#>, last visited January 12, 2022.

35. As detailed in Exhibit B, with side-by-side comparison to the views of the claims for the ornamental design of the '204 Patent, Defendant Rubi's Cyclone LS Cap is substantially similar and/or identical in all material aspects to the claimed ornamental design of the '204 Patent, such that an ordinary observer of Defendant Rubi's Cyclone LS Cap giving such attention as a purchaser usually gives, would find the design of the Cyclone LS Cap to be substantially the same as the claimed design of the '204 Patent and would be deceived into believing that the Cyclone LS

Cap was the same as Russo Trading's patented design. Defendant Rubi's making, use, offer for sale, sale and importation of the Cyclone LS Cap, therefore, directly infringes Russo Trading's '204 Patent in violation of 35 U.S.C. § 271.

36. Upon information and belief, Defendant Rubi continues to make, use, sell, offer for sale and/or import the Cyclone LS Cap.

37. Upon information and belief, Defendant Rubi has had actual knowledge of the '204 Patent since it was issued on October 8, 2019, and has had actual notice of the '204 Patent no later than on or about December 1, 2021. Defendant Rubi's infringement is therefore willful.

38. Upon information and belief, Defendant Rubi will continue to infringe the '204 Patent unless and until it is enjoined by a court.

39. As a result of Defendant Rubi's infringement of the '204 Patent, Russo Trading has suffered and will continue to suffer irreparable harm and monetary damages in an amount to be determined at trial, but in no event less than a reasonable royalty, together with interest and costs as fixed by the Court.

40. This is an exceptional case; therefore, Russo Trading should be awarded its reasonable attorney fees pursuant to 35 U.S.C. § 285.

41. Pursuant to 35 U.S.C. § 284, Russo Trading is entitled to enhanced damages for willful infringement of the '204 Patent, up to treble damages.

42. Pursuant to 35 U.S.C. § 289, and because Defendant Rubi's Cyclone LS Cap is a colorable imitation of the claimed design of the '204 Patent, Russo Trading is entitled to a disgorgement of Defendant Rubi's total profits from its sales of the Cyclone LS Caps.

SECOND CAUSE OF ACTION
(Federal Trade Dress Infringement under 15 U.S.C. § 1125(a)
of Russo Trading's Cap Trade Dress)

43. Russo Trading restates and incorporates by reference the allegations in paragraphs 1 through 42 above.

44. The Cap Trade Dress is non-functional, as the red color of the Spin Doctor™ Free Spin Cap does not impact any functional or performance aspect of its use as part of a tile lippage removal system.

45. The Cap Trade Dress has been used continuously since 2016 as a distinctive indicator of the source of the Spin Doctor™ tile lippage removal system and its components advertised and sold by Russo Trading and has acquired secondary meaning because distributors, purchasers, and users of tile leveling products associate the Cap Trade Dress with Russo Trading.

46. The Cap Trade Dress is entitled to protection under both federal and common law.

47. In addition to including ornamental features that are substantially similar and/or identical to those claimed by Russo Trading's '204 Patent and embodied in Russo Trading's Spin Doctor™ Free Spin Cap, (discussed above in connection with Rubi's infringement of the '204 Patent) the Rubi's Cyclone LS Cap, as shown below, also has the same or substantially similar red color as in Russo Trading's Spin Doctor™ Free Spin Cap protected by the Cap Trade Dress.



Russo Trading Spin Doctor™ Free Spin Cap embodying the Cap Trade Dress on left, Rubi's Cyclone LS Cap on right.

48. Defendant Rubi's unauthorized use of the Cap Trade Dress in connection with the Cyclone LS Cap—i.e., making a tile lippage removal cap (with similar physical features to the Russo Trading Spin Doctor™ Free Spin Cap) in the same or substantially similar red color protected by the Cap Trade Dress leads to the overall impression that the Cyclone LS Cap is a Russo Trading product and/or is authorized or endorsed by Russo Trading.

49. Defendant Rubi's use in commerce of the Cap Trade Dress to advertise, market, promote, distribute, offer for sale, and/or sell its products (namely the Cyclone LS Cap) without Russo Trading's consent, has caused confusion and mistake, has deceived consumers into believing that Rubi's Cyclone LS Cap is a Russo Trading product, and is likely to continue to cause confusion, mistake and/or deceive consumers into mistakenly believing that Rubi's products are Russo Trading's products and/or that Rubi is a licensee, authorized distributor, or affiliate of Russo Trading and/or its products are authorized, endorsed, sponsored or approved by Russo Trading, or vice versa.

50. Rubi has made and will continue to make substantial profits and gain from its unauthorized use of the Cap Trade Dress.

51. The acts of Rubi alleged herein were intentional, willful, made in bad faith, and were committed with the intention of deceiving and misleading both distributors selling its products and the public, and causing harm to Russo Trading, and made with the full knowledge of Russo Trading's trade dress rights.

52. Rubi's acts and conduct complained of herein constitute federal trade dress infringement in violation of 15 U.S.C. § 1125(a).

53. Russo Trading has suffered, and will continue to suffer, irreparable harm from Rubi's unauthorized use of the Cap Trade Dress unless restrained by law.

54. As a direct and proximate result of Rubi's infringing and unlawful acts, Russo Trading has suffered and will continue to suffer damages in an amount that is not presently ascertainable but will be established at trial.

THIRD CAUSE OF ACTION
(Federal Trade Dress Infringement under 15 U.S.C. § 1125(a)
of Russo Trading's Post Trade Dress)

55. Russo Trading restates and incorporates by reference the allegations in paragraphs 1 through 54 above.

56. The Post Trade Dress is non-functional, as the color scheme (red, white, black and grey) for the Spin Doctor™ Threaded Spacer Posts of different thicknesses does not impact any functional or performance aspect of its use as part of a tile lippage removal system.

57. The Post Trade Dress has been used continuously since at least 2018 as a distinctive indicator of the source of the Spin Doctor™ tile lippage removal system and its components advertised and sold by Russo Trading and has acquired secondary meaning because distributors, purchasers, and users of tile leveling products associate the Post Trade Dress with Russo Trading.

58. The Post Trade Dress is entitled to protection under both federal and common law.

59. Rubi's Cyclone LS Bases, as shown below, use the same or substantially similar color scheme (red, white, black and grey colors) as the Russo Trading's Spin Doctor™ Threaded Spacer Posts protected by the Post Trade Dress.



**Russo Trading's Spin Doctor™ Threaded Spacer Posts (top),
Rubi's Cyclone LS Bases (bottom)**

60. Defendant Rubi's unauthorized use of the Post Trade Dress in connection with the Cyclone LS Bases—i.e., making a tile lippage removal post (with similar physical features to the Russo Trading Spin Doctor™ Threaded Spacer Posts) in the same or substantially similar red, white, black and grey color scheme protected by the Post Trade Dress leads to the overall impression that the Cyclone LS Bases are a Russo Trading product and/or are authorized or endorsed by Russo Trading.

61. Defendant Rubi's use in commerce of the Post Trade Dress to advertise, market promote, distribute, offer for sale, and/or sell its products (namely the Cyclone LS Base) without Russo Trading's consent, has caused confusion and mistake, has deceived consumers into believing that Rubi's Cyclone LS Posts are Russo Trading products, and/or is likely to cause confusion, mistake and/or deceive consumers into mistakenly believing that Rubi's products are

Russo Trading's products and/or that Rubi is a licensee, authorized distributor, or affiliate of Russo Trading and/or its products are authorized, endorsed, sponsored or approved by Russo Trading, or vice versa. Rubi has made and will continue to make substantial profits and gain from its unauthorized use of the Post Trade Dress.

62. The acts of Rubi alleged herein were intentional, willful, made in bad faith, and were committed with the intention of deceiving and misleading both distributors selling its products and the public, and causing harm to Russo Trading, and made with the full knowledge of Russo Trading's trade dress rights.

63. Rubi's acts and conduct complained of herein constitute federal trade dress infringement in violation of 15 U.S.C. § 1125(a).

64. Russo Trading has suffered, and will continue to suffer, irreparable harm from Rubi's unauthorized use of the Post Trade Dress unless restrained by law.

65. As a direct and proximate result of Rubi's infringing and unlawful acts, Russo Trading has suffered and will continue to suffer damages in an amount that is not presently ascertainable but will be established at trial.

FOURTH CAUSE OF ACTION
(Contributory Trademark Infringement)

66. Russo Trading restates and incorporates by reference the allegations in paragraphs 1 through 65 above.

67. Russo Trading has valuable trademark rights in its name "Russo Trading Company™", the acronym of its name "RTC™", and the brand name of its tile lippage removal system "Spin Doctor™", collectively the "Russo Trading Trademarks."

68. Russo Trading has used the Russo Trading CompanyTM and RTCTM trademarks continuously in commerce to advertise and sell its products since at least as early as January 25, 2012.

69. Russo Trading has used the Spin DoctorTM trademark continuously in commerce to advertise and sell its tile lippage removal products since at least as early as July 11, 2016.

70. By virtue of Russo Trading's extensive use and efforts in promoting its goods under the Russo Trading Trademarks, the Russo Trading Trademarks are widely recognized in the relevant industry of tile tools as a source of origin for Russo Trading's products and are therefore famous marks.

71. Rubi has had actual knowledge that its distributors of its Cyclone LS products have been using and infringing Russo Trading Trademarks, by among other things falsely suggesting that the Rubi Cyclone LS products are Spin DoctorTM products sold by Russo Trading at least as early as December 1, 2021.

72. In response to Russo Trading's notice and offer letter received by Rubi on or about December 1, 2021, Rubi, through its counsel in a letter dated December 3, 2021, indicated that it was aware of the infringing conduct by the seller of its products, stating: i) that it "ha[d] already contacted with the seller of the Cyclone LS caps under Russo Trading Company's name and its trademarked Spin Doctor brand name," ii) that the matter would be "solved in the next two days," and that iii) Rubi (through its parent company Germans Boada, S.A.) "has taken all necessary steps to stop the false advertisement of its products."

73. As shown in Exhibits C-E, as recently as February 2, 2022, Rubi's Cyclone LS products continue to be advertised and sold using Russo Trading's trademarks, including, for example, its Spin DoctorTM trademark.

74. The advertisement and sale of Rubi Cyclone LS products using the Russo Trading Trademarks is a violation of 15 U.S.C. § 1125(a), because it is use in commerce of words, terms, names, and combination thereof, that are false designations of origin that are likely, and do, cause confusion, mistake, and deceive as to the origin of the Rubi Cyclone LS products and/or falsely suggests an affiliation, connection, or association, sponsorship, or approval by Russo Trading of Rubi and/or its products.

75. As evidenced by Exhibits C-E and the continued use of Russo Trading Trademarks by Rubi's distributors, Rubi's statement in its December 3, 2022 letter that it "has taken all necessary steps to stop the false advertisement of its products" is demonstrably false.

76. Despite knowing and/or having reason to know that distributors of its products were engaging in trademark infringement by using the Russo Trading Trademarks to sell Rubi Cyclone LS products, upon information and belief, Rubi has continued to supply its Cyclone LS products to those infringing distributors of its products.

77. Rubi has profited from its sale of Rubi Cyclone LS products to distributors that have infringed the Russo Trading Trademarks by using the Russo Trading Trademarks to advertise and sell Rubi Cyclone LS products.

78. Rubi is contributorily responsible for the harm suffered by Russo Trading as a result of its distributors' infringing use of the Russo Trading Trademarks.

79. The acts of Rubi alleged herein were intentional, willful, made in bad faith, and were committed with the intention of deceiving the public, and causing harm to Russo Trading, and made with the full knowledge of Russo Trading's trademark rights.

80. Rubi's acts and conduct complained of herein constitute contributory trademark infringement under federal law.

81. Russo Trading has suffered, and will continue to suffer, irreparable harm from Rubi's contributory trademark infringement.

82. As a direct and proximate result of Rubi's infringing and unlawful acts, Russo Trading has suffered and will continue to suffer damages in an amount that is not presently ascertainable but will be established at trial.

WHEREFORE, Plaintiff Russo Trading Company, Inc. demands judgment against Defendant Rubi Tools USA, Inc. as follows:

- A. That the Defendant and its affiliates, subsidiaries, parent companies and officers be enjoined from importing, manufacturing, using, offering for sale or selling any further products that infringe the '204 Patent, and from engaging in acts that constitute infringement of the '204 Patent;
- B. An award of Plaintiff's actual damages, or in the alternative a reasonable royalty;
- C. An award trebling or enhancing the damages found due to Defendant's willful infringement;
- D. A disgorgement and award of Defendant's profits from its sale of the Cyclone LS Caps to the Plaintiff pursuant to 35 U.S.C. § 289;
- E. That the Defendant be ordered to turn over to Plaintiff or alternatively to destroy any tile lippage products in their possession that infringe upon Plaintiff's patent and trade dress rights;
- F. An Order directing Defendant to remove the Russo Trading Trade Dresses, or any colorable imitation(s) thereof, from all of Defendant's products (including, but not limited to, the Cyclone LS products identified herein), as well as from

any websites or promotional materials, whether electronic, printed or otherwise, under Defendant's direct or indirect dominion and control;

- G. An Order enjoining Defendant from selling Cyclone LS products to distributors (including the affiliates, subsidiaries, parent companies and officers of such distributors) that have infringed the Russo Trading Trademarks;
- H. An award under 15 U.S.C. § 1117(a) of the Defendant's profits, of Russo Trading's damages, and the costs of this action based on Defendant's contributory infringement of the Russo Trading Trademarks;
- I. An Order holding that Defendant's contributory infringement of the Russo Trading Trademarks is willful, justifying an award equal to three times Russo Trading's actual damages;
- J. An Order holding that Rubi's conduct, including patent infringement, trade dress and trademark infringement, makes this an exceptional case under one or both of 35 U.S.C. § 285 and 15 U.S.C. § 1117(a), and an award of Plaintiff's costs, including attorney fees; and
- K. Any other relief that the Court may deem proper and just.

Jury Demand

Plaintiff Russo Trading Company, Inc. demands a jury trial for all factual issues not admitted by the Defendant.

Dated: March 3, 2022

/s/ John P. Shanahan

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