

WEITZMAN LAW OFFICES, LLC

Kenneth S. Weitzman (Bar No. 021451992)

Email: kweitzman@weitzmanip.com

Richard Straussman, Senior Counsel (Bar No. 308992019)

Email: rstraussman@weitzmanip.com

425 Eagle Rock Avenue, Suite 401

Roseland, New Jersey 07068

Tel.: (973) 403-9940

Fax: (973) 403-9944

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

2109971 ONTARIO INC. D/B/A XCELLA
FURNITURE,

Plaintiff,

v.

CLOSEOUT FURNITURE LLC, NJ
FURNITURE VILLE LLC, FURNITURE
VILLE INC., SHADI OMARI and TAUQA
RAWSHDEH,

Defendants.

DOCUMENT FILED ELECTRONICALLY

Civil Action No. _____

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

Plaintiff 2109971 Ontario Inc. d/b/a Xcella Furniture (“Plaintiff”) for its Complaint against the Defendants, Closeout Furniture LLC (“CF”), NJ Furniture Ville LLC (“NJ-FV”), Furniture Ville Inc. (“FVI”), Shadi Omari (“Omari”) and Tauqa Rawshdeh (“Rawshdeh”) (CF, NJ-FV and FVI collectively the “Furniture Ville Defendants” and all collectively “Defendants”), alleges as follows:

NATURE OF THIS ACTION

1. This is a civil action for the infringement of United States Design Patent No. D909,088 (“the ‘088 Patent”) under the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*, arising from Defendants’ use, offer to sell, sale and/or importation of infringing articles of furniture and for Defendants’ civil conspiracy to infringe.

THE PARTIES

2. Plaintiff 2109971 Ontario Inc. d/b/a Xcella Furniture is a Canadian corporation with a principal place of business in Toronto, Canada and a showroom through which it makes sales to authorized resellers at the Market On Green Building, 5th Floor, 212 East Green Drive, High Point, North Carolina 27260.

3. Upon information and belief, Defendant, Closeout Furniture LLC, is a New Jersey limited liability company, and has its principal place of business at 300 Main Street, Paterson, NJ 07505 and showrooms at 300 Main Street, Paterson, NJ 07505 and 2427 Grand Concourse, Bronx, NY 10468.

4. Upon information and belief, Defendant, NJ Furniture Ville LLC, is a New Jersey limited liability company, and has its principal place of business at 300 Main Street, Paterson, NJ 07505.

5. Upon information and belief, Defendant, Furniture Ville Inc., is a New York corporation with an address of 2427 Grand Concourse, Bronx, NY 10468 and is the New York showroom for at least Defendant Closeout Furniture LLC.

6. Upon information and belief, Defendant, Furniture Ville Inc., imports furniture into the United States, including the furniture accused of infringement herein, and transfers the infringing furniture to at least defendant Closeout Furniture LLC, and/or Defendant, Closeout Furniture LLC, imports the furniture accused of infringement herein via Defendant, Furniture Ville Inc.

7. Upon information and belief, Defendant, Shadi Omari, is an individual, residing at 134 Hillside Dr., Bloomingdale, NJ 07403 and conducts business via at least the Paterson, NJ showroom of Furniture Ville, of 300 Main Street, Paterson, NJ 07505, and is the registered agent of, and has an ownership interest in, the Furniture Ville Defendants.

8. Upon information and belief, Defendant Tauqa Rawshdeh is an individual conducting business on behalf of, and in concert with, the Furniture Ville Defendants via at least the Paterson, NJ showroom of Furniture Ville, of 300 Main Street, Paterson, NJ 07505, and has an ownership interest in, at least one of the Furniture Ville Defendants.

9. Upon information and belief, Defendants Omari and Rawshdeh, acting in concert, exercise control over, and are the moving, active, and conscious motivating forces directing the wrongful acts of the Furniture Ville Defendants, and are personally responsible, and thereby liable, for the wrongful acts thereof.

10. Upon information and belief, Defendants Omari and Rawshdeh also have conspired with each other to collectively cause wrongful acts of the Furniture Ville Defendants asserted herein.

11. Upon information and belief, the Furniture Ville Defendants have also endeavored to obscure the actual corporate entity responsible for the acts occurring in at least the Paterson, NJ Furniture Ville showroom by registering Defendant company "NJ Furniture Ville LLC" with a name virtually identical to the name of the showroom name operated at 300 Main Street, Paterson, NJ 07505, but registered with the purported business address of an a vacant storefront at 423 US Rte 46 W, Fairfield, NJ 07004., with the intent to mislead putative plaintiffs seeking to bring an action against the entity operating the Furniture Ville Defendants' Paterson showroom into suing the wrong entity.

JURISDICTION AND VENUE

12. This Court has original jurisdiction over Plaintiff's federal patent infringement claims pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Action Arising Under

Patent Act), because this is an action arising under the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*

13. This Court has subject matter jurisdiction over Plaintiff's common law claim that arises under the laws of the State of New Jersey pursuant to 28 U.S.C. § 1367(a) (Supplemental Jurisdiction) and principles of supplemental jurisdiction. The state law claim is so related to, and intertwined with, Plaintiff's federal infringement claim as to be part of the same case or controversy under Article III of the United States Constitution.

14. This Court has personal jurisdiction over both Closeout Furniture LLC and NJ Furniture Ville LLC because: (a) they are each a registered New Jersey limited liability company having their principal places of business in New Jersey; (b) upon information and belief, they both regularly transact and solicit business in New Jersey through the offer for sale, sale and/or importation of products in New Jersey; and (c) upon information and belief, they are committing and have committed acts of patent infringement by offering for sale and selling and/or importation of infringing products within New Jersey at least through the brick-and-mortar showroom of the Furniture Ville Defendants located in Paterson, New Jersey.

15. This Court has specific personal jurisdiction over Defendant, Furniture Ville Inc., because it (a) transacts and solicits business in New Jersey through the offer for sale, sale and/or importation of products into and within New Jersey, and (b) this suit arises out of and/or relates to the Defendant's specific contacts with New Jersey through the sale and delivery of products into New Jersey, specifically advertising on its website: "We Deliver Anywhere in NY, NJ, CT, MASS, ROE [sic] ISLAND, MARYLAND, PA, DELAWARE," and (c) Defendant, Furniture Ville Inc. has purposefully directed its activities, including the infringing activities, into New Jersey, such that the exercise of jurisdiction is fair and reasonable.

16. This Court has personal jurisdiction over Defendant Omari because, upon information and belief, Defendant Omari is a resident and domiciliary of New Jersey.

17. This Court has personal jurisdiction over each of Defendants Omari and Rawshdeh because, upon information and belief, each of those Defendants regularly and deliberately avails themselves of the benefits of New Jersey by conducting business in New Jersey and, specifically, causing infringing acts in New Jersey, and further has personal jurisdiction over at least Defendant Omari as a resident and domiciliary of New Jersey.

18. Venue is proper in this Judicial District: (a) under 28 U.S.C. §1400(b) because all Defendants have committed acts of infringement by, at least, selling and offering for sale infringing products within this District and have a regular and established place of business in this District; (b) and, under 28 U.S.C. §1391(b)(2) because at least Defendant Omari and the Furniture Ville Defendants reside in this District, and a substantial part of the events giving rise to the claim occurred in this Judicial District; and (c) with respect to Defendant Rawshdeh, under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this Judicial District.

THE PATENT-IN-SUIT

19. On February 2, 2021, the '088 Patent, entitled "Seating Unit," was duly and legally issued by the U.S. Patent and Trademark Office ("USPTO"). A true and correct copy of the '088 Patent is attached as Exhibit A. Representative figures are reproduced below.

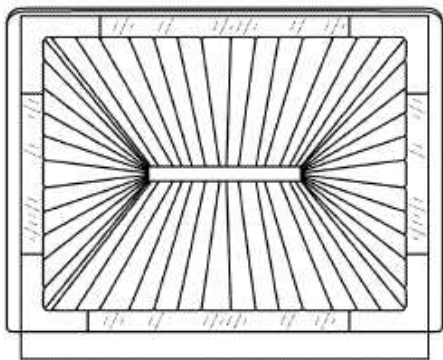


FIG. 11

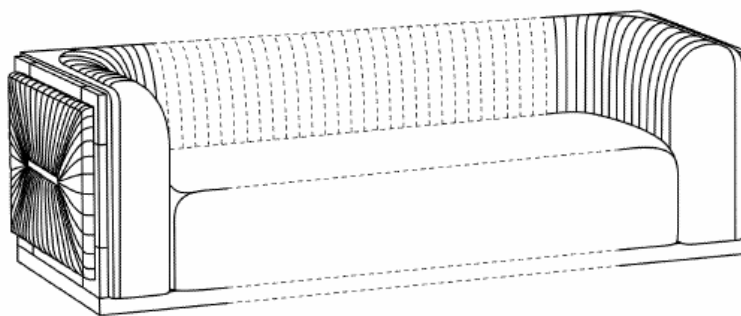


FIG. 5

20. The '088 Patent is valid, enforceable and currently in full force and effect.

21. Plaintiff is the owner of all right, title and interest in and to the '088 Patent.

22. Plaintiff has successfully taken action against other known infringers of the '088 Patent. *See, e.g., 2109971 Ontario Inc. v. Samira Furniture Ltd et al.*, Civ. A. No. 1:21-cv-04092-DLC (S.D.N.Y. April 8, 2022) (entering permanent injunction and awarding Plaintiff \$147,000 in damages); *2109971 Ontario Inc. v. Matrix Hospitality Furniture Inc. et al.*, Civ. A. No. 2:21-cv-11412-KM-CLW (D.N.J. Jan. 18, 2022) (entering default judgment and permanent injunction and awarding Plaintiff \$75,382 in damages and attorney's fees).

FACTS COMMON TO ALL CLAIMS FOR RELIEF

23. Plaintiff invents and designs furniture.

24. Plaintiff imports and commercializes unique and innovative furniture designs incorporated into, and covered by, the '088 Patent under the trademark "PALOMA™" through wholesale sales to authorized retailers.

25. Upon information and belief, Defendant, Closeout Furniture LLC, and/or Defendant, Furniture Ville Inc., import into the United States, *inter alia*, furniture that infringes the '088 Patent.

26. Upon information and belief, the Furniture Ville Defendants are also retail sellers who use, offer for sale and sell, *inter alia*, furniture that infringes the '088 Patent.

27. Upon information and belief, Defendants Omari and Rawshdeh, are owners and agents of the Furniture Ville Defendants, who individually and collectively undertake infringing acts, including using, offering for sale, selling and/or importing of, *inter alia*, furniture that infringes the '088 Patent.

DEFENDANTS' INFRINGING ACTIVITIES

28. Upon information and belief, Defendants have offered for sale, sold, and/or imported into or in the United States articles of furniture that infringe the '088 Patent.

29. Exhibit B hereto shows articles of furniture that infringe the '088 Patent in the showroom of the Furniture Ville Defendants located at 300 Main Street, Paterson, NJ 07505.

30. Upon information and belief, an ordinary observer will perceive the overall appearance of the designs of Defendants' articles of furniture to be substantially the same as, and/or a colorable imitation of, the overall appearance of the designs of the '088 Patent.

31. Exhibit C hereto compares representative figures of the '088 Patent with representative images of articles of furniture used, sold, offered for sale and/or imported by, or on behalf of, Defendants.

32. In the eye of the ordinary observer familiar with the relevant prior art, giving such attention as a purchaser usually gives, the claimed design of the '088 Patent and Defendants' accused products are substantially the same, such that the ordinary observer would be deceived into believing that Defendants' accused products are the design claimed in the '088 Patent.

33. At least Defendants Closeout Furniture LLC and Furniture Ville Inc. hold themselves out as a single entity (Exhibit D hereto) operating in both New Jersey and New York,

and have colluded and acted in concert with each other to use, offer to sell, sell, and/or import the infringing articles of furniture and, as a result of that collusion and their concerted actions, have knowingly engaged in the using, offering to sell, selling, and/or importing of the infringing articles of furniture into or in the United States.

34. Plaintiff did not give Defendants authorization or license to make, use, offer to sell, sell, or import, the infringing articles of furniture.

35. Defendants, individually and collectively, have directly infringed, and continue to directly infringe, the '088 Patent by using, offering to sell, selling and/or importing articles of furniture into or in the United States having substantially the same ornamental design as the design claimed in the '088 Patent, in violation of 35 U.S.C. § 271(a) and 35 U.S.C. § 289.

36. Defendants market and sell the infringing articles of furniture in New Jersey at least via a brick-and-mortar showroom located in Paterson, New Jersey and, upon information and belief, at least on-line advertising.

37. Upon information and belief, Defendants import the infringing articles of furniture into the United States by purchases and shipments from suppliers outside of the United State.

38. Upon information and belief, Defendants have, individually and collectively in concert, engaged, and continue to engage, in the above infringing activities without the authorization of Plaintiff.

39. Defendants' unauthorized acts as described herein have caused and will continue to cause irreparable damage to Plaintiff and its business unless restrained by this Court.

40. Since Plaintiff is the holder of exclusive rights in the patented design, Defendants' unauthorized acts as described herein have caused Plaintiff to lose profits because, but for

Defendants' infringing activities and sales, Defendants' sales of the specific design shown in the '088 Patent would have been made by or on behalf of Plaintiff.

41. Since Plaintiff is the holder of exclusive rights in the patented design, Defendants' unauthorized acts as described herein have caused Defendants to receive revenues and profits to which they are not entitled.

COUNT I

Infringement Under 35 U.S.C. § 271 of the '088 Patent

42. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 40 above as though fully set forth herein.

43. Defendants, without authorization from Plaintiff, have used, offered for sale, sold, and/or imported into or in the United States, and continue to use, offer for sale, sell, and/or import into or in the United States, articles of furniture having designs that infringe the '088 Patent.

44. By the foregoing acts, Defendants have infringed and continue to infringe the '088 Patent in violation of 35 U.S.C. § 271(a) and 35 U.S.C. § 289.

45. Defendants' conduct violates 35 U.S.C. § 271 and has caused, and unless enjoined by this Court pursuant to 35 U.S.C. § 283, will continue to cause, Plaintiff to sustain irreparable damage, loss, and injury, for which Plaintiff has no adequate remedy at law.

46. As a result of Defendants' infringement of the '088 Patent, Plaintiff has suffered monetary damages in amounts to be determined at trial pursuant to 35 U.S.C. § 284 and 35 U.S.C. § 289.

47. Defendants have also profited from, and continue to profit from, their infringing conduct.

COUNT II
(Civil Conspiracy)

48. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 46 above as if fully set forth herein.

49. The wrongful acts of Defendants, collectively and in concert, as alleged herein, were undertaken for their mutual benefit.

50. Count I is a cognizable tort that Defendants mutually conspired to participate in committing.

51. As a result each and every Defendant is vicariously, jointly and severally, liable to Plaintiff for the damages proximately caused thereby.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- A. Enter judgment that Defendants have infringed Plaintiff's '088 Patent;
- B. Enter a permanent injunction against Defendants, pursuant to 35 U.S.C. § 283 and/or the equitable powers of this Court, enjoining Defendants and their respective officers, agents, affiliates, employees, and all others in active concert or participation with any of them, from further infringement of the '088 Patent;
- C. Enter a judgment that Defendants have been unjustly enriched by their unlawful acts;
- D. Award damages, in an amount to be determined, adequate to compensate Plaintiff for the infringement that has occurred, pursuant to 35 U.S.C. § 284, together with pre-judgment interest from the date the infringement began and post-judgment interest;
- E. Order Defendants to account for, and pay to Plaintiff, any and all profits made by Defendants from sales of infringing products pursuant to 35 U.S.C. § 289;

F. Order Defendants to account for and pay to Plaintiff any and all ill-gotten gains and profits unjustly obtained and retained by Defendants through the acts complained of herein;

G. Order Defendants to pay Plaintiff pre-judgment and post judgment interest;

H. Find this case to be exceptional and award Plaintiff its attorneys' fees pursuant to 35 U.S.C. § 284;

I. Enter an Order holding all Defendants jointly and severally liable for all damages, costs and attorneys' fees awarded to Plaintiff; and

J. Award Plaintiff such other and further relief as the Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all issues so triable.

WEITZMAN LAW OFFICES, LLC

Dated: August 10, 2022

By: /s Richard Straussman
Kenneth S. Weitzman (Bar. No. 021451992)
WEITZMAN LAW OFFICES, LLC
425 Eagle Rock Avenue, Suite 401
Roseland, New Jersey 07068
Tel.: (973) 403-9940
Fax: (973) 403-9944
Email: kweitzman@weitzmanip.com

Richard Straussman (Bar No. 308992019)
Senior Counsel
WEITZMAN LAW OFFICES, LLC
425 Eagle Rock Avenue, Suite 401
Roseland, New Jersey 07068
Tel.: (973) 403-9943
Fax: (973) 403-9944
Email: rstraussman@weitzmanip.com

*Attorneys for Plaintiff 2109971 Ontario Inc. d/b/a
Xcella Furniture*

LOCAL RULE 11.2 CERTIFICATION

Pursuant to Local Civil Rule 11.2, Plaintiff certifies that the matter in controversy herein is related to Civil Action No. 2:22-cv-03557 currently pending in this Court involving the same patent, but against defendants all believed to be unrelated to the Defendants named herein, and that the patent at issue herein was also asserted in actions in the United States District Court for the Southern District of New York, Civil Action No. 1:21-cv-04092 and United States District Court for the District of New Jersey, Civil Action No. 2:21-cv-11412, both of which actions have been resolved.

RULE 201.1 CERTIFICATION

Pursuant to L. Civ. R. 201.1(d), the undersigned counsel for Plaintiff hereby certifies that, in addition to monetary damages, Plaintiff seeks injunctive and other equitable relief, and therefore this action is not appropriate for compulsory arbitration.

WEITZMAN LAW OFFICES, LLC

Dated: August 10, 2022

By: /s Richard STraussman
Kenneth S. Weitzman (Bar. No. 021451992)
WEITZMAN LAW OFFICES, LLC
425 Eagle Rock Avenue, Suite 401
Roseland, New Jersey 07068
Tel.: (973) 403-9940
Fax: (973) 403-9944
Email: kweitzman@weitzmanip.com

Richard Straussman (Bar No. 308992019)
Senior Counsel
WEITZMAN LAW OFFICES, LLC
425 Eagle Rock Avenue, Suite 401
Roseland, New Jersey 07068
Tel.: (973) 403-9943
Fax: (973) 403-9944
Email: rstraussman@weitzmanip.com
*Attorneys for Plaintiff 2109971 Ontario Inc. d/b/a
Xcella Furniture*

EXHIBIT A



(12) **United States Design Patent** (10) **Patent No.:** **US D909,088 S**
Chandhok (45) **Date of Patent:** **** Feb. 2, 2021**

(54) **SEATING UNIT**
 (71) Applicant: **2109971 Ontario Inc.**, Etobicoke (CA)
 (72) Inventor: **Swinder Pal Singh Chandhok**, New Territory (HK)
 (73) Assignee: **2109971 ONTARIO INC.**, Etobicoke (CA)
 (**) Term: **15 Years**
 (21) Appl. No.: **29/730,751**
 (22) Filed: **Apr. 8, 2020**
 (51) **LOC (13) Cl.** **06-01**
 (52) **U.S. Cl.**
 USPC **D6/381; D6/334**
 (58) **Field of Classification Search**
 USPC D6/334, 371, 374, 375, 381, 702, 703, D6/703.3, 716, 716.1, 716.2, 717, 717.2
 CPC A47C 3/00; A47C 3/12; A47C 3/14; A47C 4/00; A47C 4/002; A47C 5/00; A47C 7/00; A47C 7/02
 See application file for complete search history.

D565,310 S 4/2008 Marin et al.
 D581,690 S * 12/2008 Sempe D6/381
 D585,653 S 2/2009 Sempe
 D596,414 S * 7/2009 Natuzzi D6/334
 D693,134 S 11/2013 Davis
 D716,064 S 10/2014 George, II et al.
 D730,656 S * 6/2015 Urquiola A47C 3/12
 D732,867 S * 6/2015 Garcia D6/381
 D758,115 S * 6/2016 McKenna D6/717
 D803,587 S 11/2017 Dix
 D814,206 S * 4/2018 Garrison D6/381
 D836,357 S 12/2018 Dorner

(Continued)

Primary Examiner — Mary Ann Calabrese
 (74) *Attorney, Agent, or Firm* — Michael J. Brown

(57) **CLAIM**

I claim the ornamental design for the seating unit, as shown and described.

DESCRIPTION

FIG. 1 is a rear view of a seating unit showing my new design.
 FIG. 2 is a top side view thereof.
 FIG. 3 is a front view thereof.
 FIG. 4 is a bottom thereof.
 FIG. 5 is a front perspective view thereof.
 FIG. 6 is a rear view of the new ornamental seating unit of the present invention.
 FIG. 7 is a top side view thereof.
 FIG. 8 is a front view thereof.
 FIG. 9 is a bottom thereof.
 FIG. 10 is a front perspective view thereof; and,
 FIG. 11 is a left side view of the present invention, the right side view being a mirror image thereof.
 The broken lines in the drawings are for the purpose of illustrating portions of the seating unit that form no part of the claimed design.

1 Claim, 6 Drawing Sheets



US D909,088 S

Page 2

(56)

References Cited

U.S. PATENT DOCUMENTS

D858,124	S	9/2019	Lopez	
D866,203	S	* 11/2019	Lawson D6/334
D883,699	S	* 5/2020	Hsu D6/381

* cited by examiner

U.S. Patent

Feb. 2, 2021

Sheet 1 of 6

US D909,088 S



FIG. 1

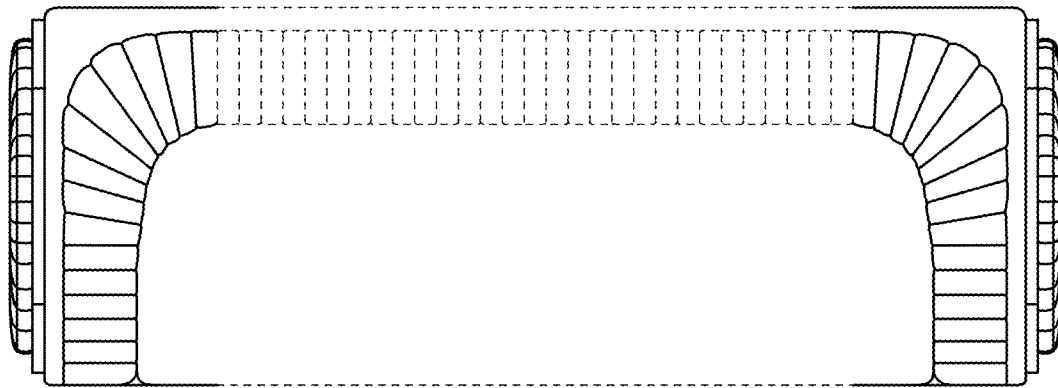


FIG. 2

U.S. Patent

Feb. 2, 2021

Sheet 2 of 6

US D909,088 S

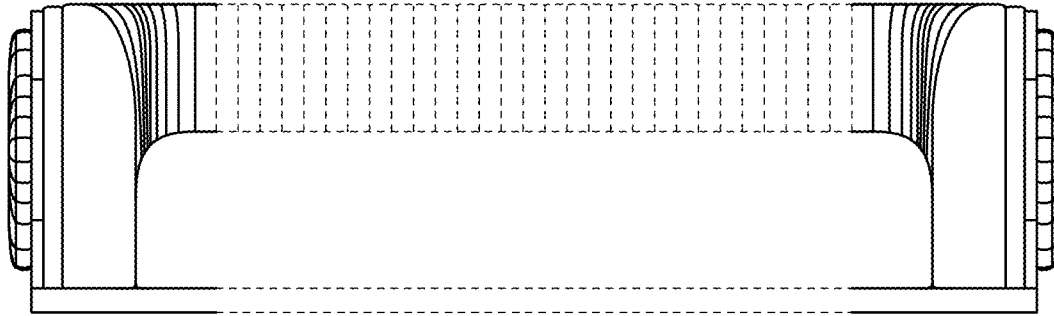


FIG. 3



FIG. 4

U.S. Patent

Feb. 2, 2021

Sheet 3 of 6

US D909,088 S

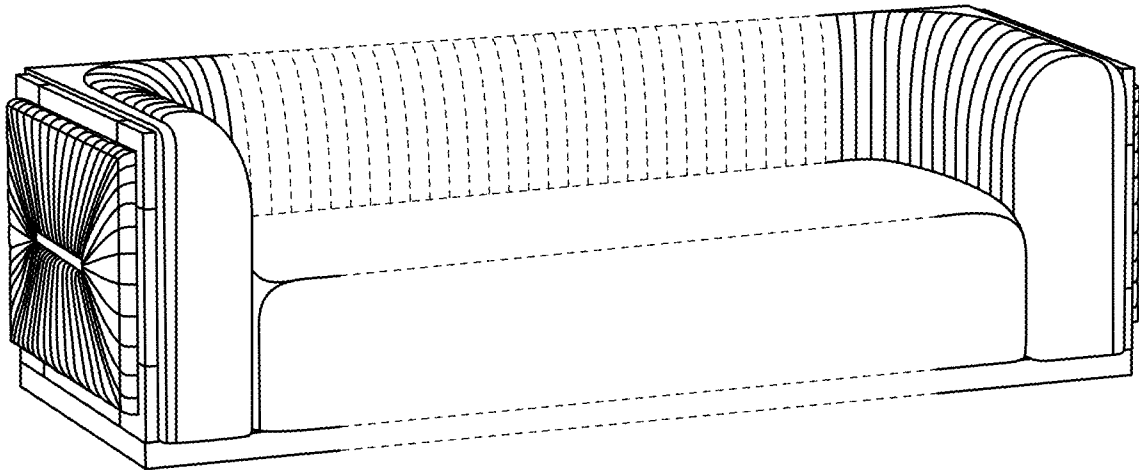


FIG. 5

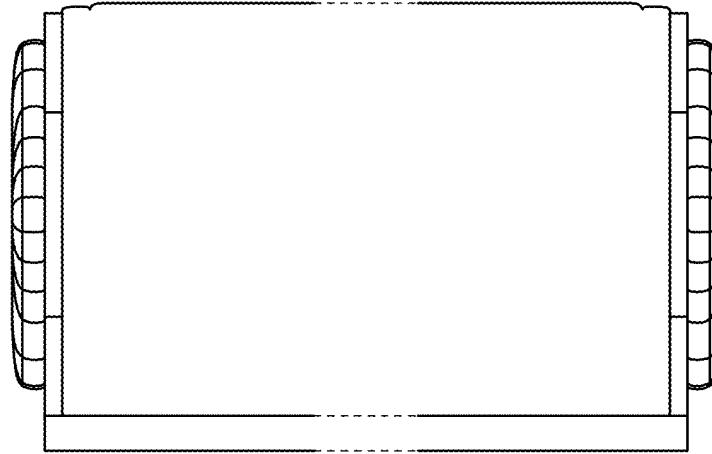


FIG. 6

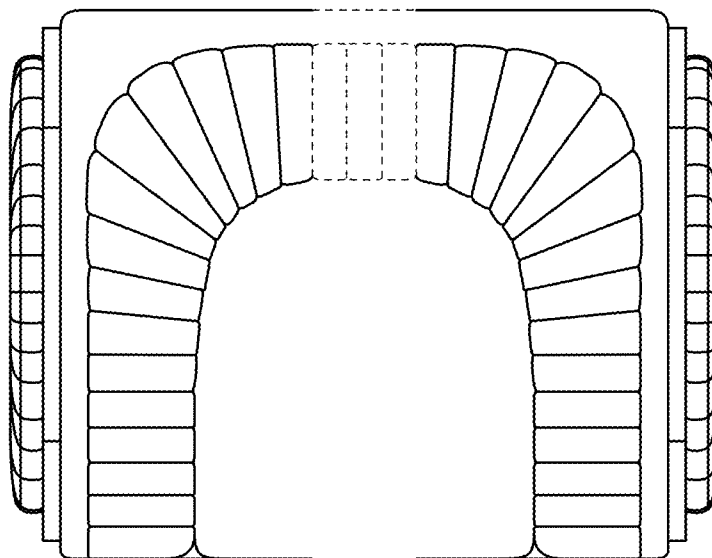


FIG. 7

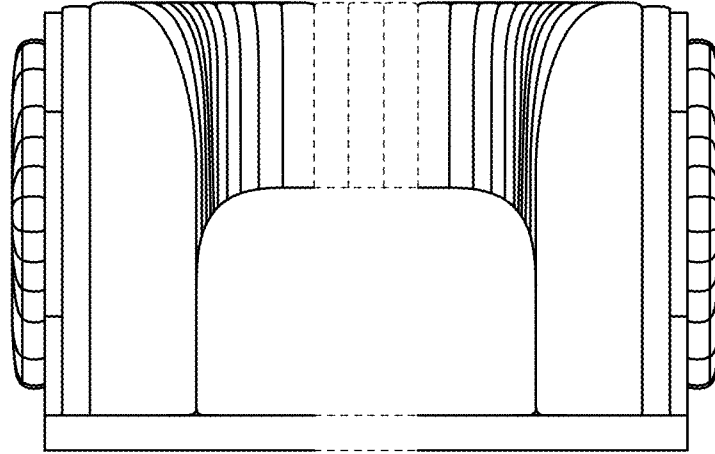


FIG. 8

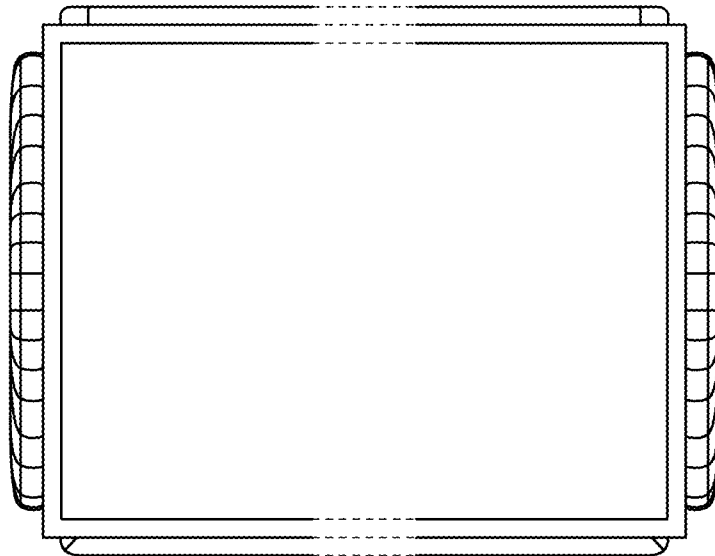


FIG. 9

U.S. Patent

Feb. 2, 2021

Sheet 6 of 6

US D909,088 S

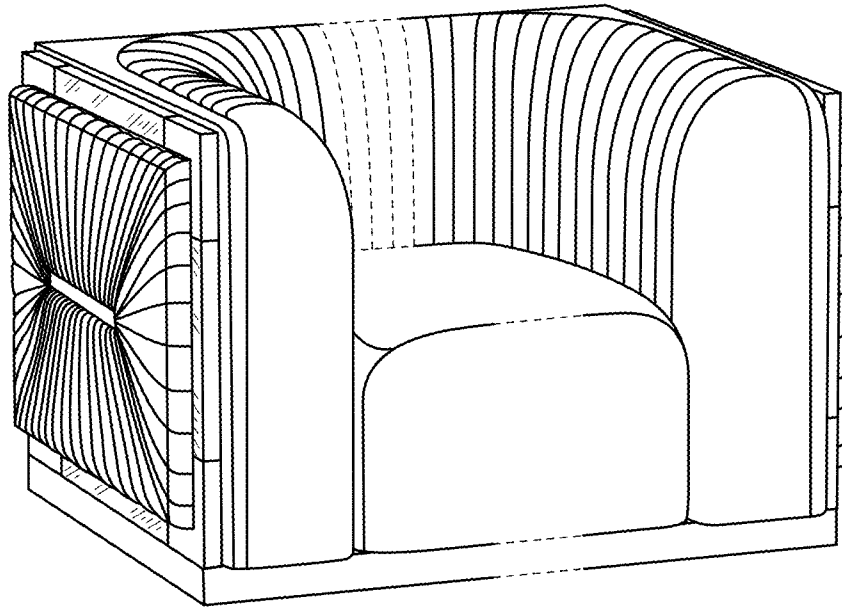


FIG. 10

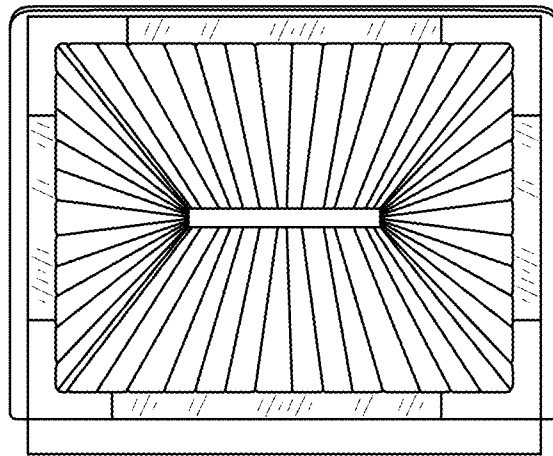


FIG. 11

EXHIBIT B



**FURNITURE
Ville**

SALES REPRESENTATIVE

300 MAIN ST, PATERSON, NJ 07505
Tel: (973) 278-1525 / Warehouse: (973) 278-1528
EMAIL: MYFURNITURE.VILLE@GMAIL.COM

EXHIBIT C

INFRINGEMENT COMPARISON

U.S. Patent D909,088 Patent Figure (the "D'088 Patent")

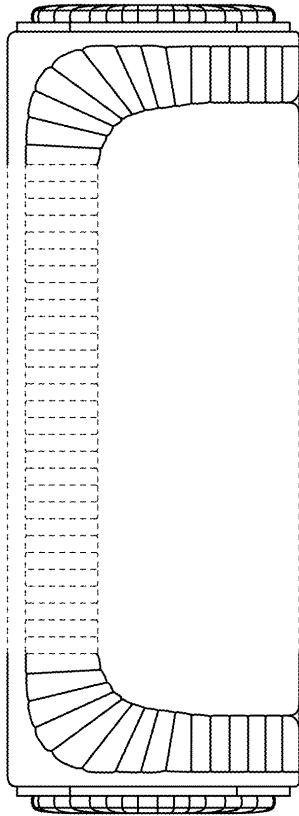


FIG. 2

Defendants' Accused Products

Same for Sofa & Loveseat (all offered colors)



Same for Sofa & Loveseat (all offered colors)



Same for Sofa & Loveseat (all offered colors)

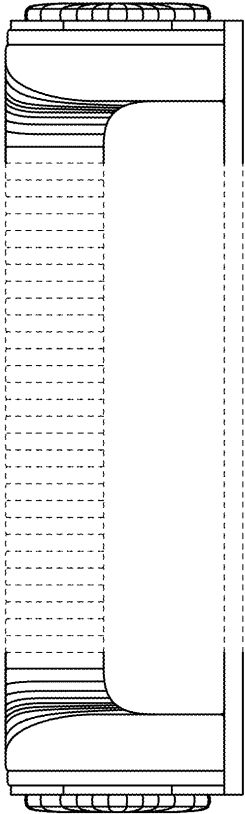


FIG. 3

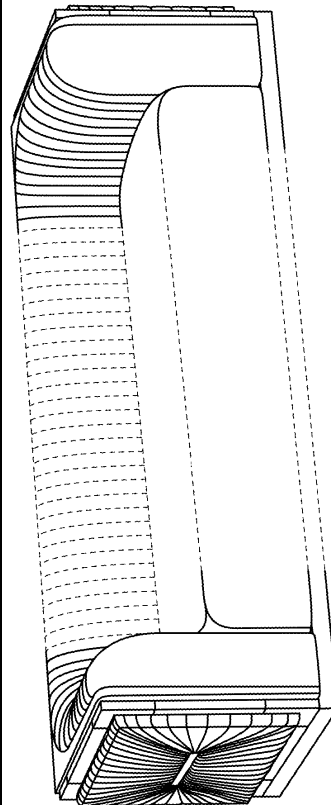


FIG. 5

Same for Sofa & Loveseat (all offered colors)

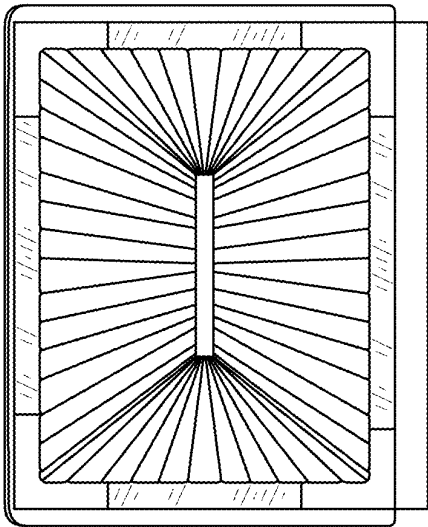


FIG. 11

EXHIBIT D

\$100 EVERY PURCHASE OF \$999 OR MORE | 2427 GRAND CONCOURSE BRONX, NY 10468 | 300 MAIN ST. PATERSON, NJ 973-278-1525



Home Products Vanity Center Locations Ready To Ship FAQ Hot Deals

Search...

All categories

Follow Us

My account

Cart

Locations



[2427 Grand Concourse Bronx, NY 10468](#)

[300 Main St, Paterson, NJ 07505](#)



Hi there, have a

Subscribe to our newsletter

A short sentence describing what someone will receive by subscribing

Subscribe

100% free. Unsubscribe any time!



We Deliver
Anywhere in NY, NJ, CT, MASS, ROE
ISLAND, MARYLAND, PA,
DELAWARE.



Always The Best Price
Quality furniture for every room in
your home



Visit Us Today
Superior customer service is our
specialty



Financing Options
flexible financing plans for with any
furniture purchase

https://myfurnitureville.com/pages/locations August 09 2022, 10:37:59

WE HOPE TO SEE YOU SOON
 Our [home furnishings store](#) is open seven days a week and it is located at 2427 Grand Concourse in Bronx, NY and 300 Main St, Paterson, N.J. Visit us today and start saving!
[2427 Grand Concourse Bronx, NY](#)
[300 Main St, Paterson, NJ](#)

FOOTER MENU
 Search
 Privacy Policy
 Contact us
 About us
 Refund Policy
 Terms of Service

MAIN MENU
 Home
 Products
 Vanity Center
 Locations
 Ready To Ship
 FAQ
 Hot Deals

NEWSLETTER
 A short sentence describing what someone will receive by subscribing
 Your email
 Subscribe

We Accept

Follow Us

