

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

|                        |   |                            |
|------------------------|---|----------------------------|
| ATLEISURE, LLC         | ) |                            |
|                        | ) |                            |
| Plaintiff,             | ) | Civil Action No. _____     |
|                        | ) |                            |
| v.                     | ) |                            |
|                        | ) | <b>JURY TRIAL DEMANDED</b> |
| LOWE’S COMPANIES, INC. | ) |                            |
|                        | ) |                            |
| Defendant.             | ) |                            |

**COMPLAINT**

Plaintiff ATLeisure, LLC (“Plaintiff” or “ATLeisure”), files this Complaint against Defendant Lowe’s Companies, Inc. (“Defendant” or “Lowe’s”), and alleges as follows:

**I. NATURE OF THE ACTION**

1. This is an action for willful patent infringement of ATLeisure’s U.S. Patent No. 8,104,492 (“the ‘492 Patent”) (attached as Exhibit 1). ATLeisure asserts the ‘492 Patent against Defendant for making, using, offering to sell, selling, and/or importing various products for patio and outdoor umbrellas, including, but not limited to those sold under the description “11-ft Blue Solar Powered Crank Offset Patio Umbrella with Base” (Item no: 4097311, Model

no: URM819003J-3) (“Accused Umbrellas”).

## **II. JURISDICTION AND VENUE**

2. ATLeisure’s patent infringement claims for arise under the patent laws of the United States, Title 35 of the United States Code. Accordingly, this Court has jurisdiction over the subject matter of this Complaint under 28 U.S.C. §§ 1331 and 1338(a).

3. This Court has personal jurisdiction over the Defendant by reason of the business that it has transacted and continues to transact in this judicial district and division. In particular, Defendant has made and continues to make, has offered to sell and continues to offer to sell, has sold and continues to sell, has used and continues to use, and has imported and continues to import patio and outdoor umbrellas that infringe valid and enforceable claims of the ‘492 Patent.

4. The Court has personal jurisdiction over Defendant pursuant to Florida’s Long Arm Statute because Defendant: has operated, conducted, engaged in, or carried on a business or business venture in this state; has committed tortious acts within the state; and/or has engaged in substantial and not isolated activity within this state.

5. Venue is proper in this district and division pursuant to 28 U.S.C. § 1391, 28 U.S.C. § 1400, and Local Rule 1.04.

### **III. PARTIES**

#### **A. Plaintiff ATLeisure, LLC.**

6. Plaintiff ATLeisure, LLC is a limited liability company organized under the laws of Georgia, with its principal place of business located at 1040 Boulevard SE, Suite B, Atlanta, Georgia 30312.

7. ATLeisure designs, manufactures, markets, and sells umbrellas, furniture, and fire pits for outdoor living. Specifically, ATLeisure's patio and outdoor umbrellas are designed, manufactured, sold, and distributed throughout the United States.

8. Established in 2011, ATLeisure designs, manufactures, and supplies the outdoor furniture and accessories market with proprietary, innovative products. Headquartered in Atlanta, Georgia, ATLeisure is a fully integrated U.S., European, and China Operation.

9. ATLeisure represents an exceptional sales and design force with a combined 50 years' experience and is committed to delivering high quality products, patented designs, and superior customer service worldwide. One of ATLeisure's primary product lines is outdoor, patio umbrellas sold under the brands ATLEISURE and SEASONS SENTRY. Its mission is to design items and collections with timeless style and quality.

10. ATLeisure has positioned itself as a leader of outdoor living

products with a continued commitment to “on-trend” patented designs and inventions, use of long-lasting materials and superior engineering.

11. ATLeisure owns numerous patents and trademarks in the United States and around the globe for outdoor patio furniture, and in particular for outdoor umbrellas. ATLeisure actively enforces its patents, including through cease and desist letters and litigation where necessary, and it has licensed its patents on numerous occasions.

**B. Defendant Lowe’s Companies, Inc.**

12. Upon information and belief, Defendant Lowe’s is incorporated in North Carolina, with its principal place of business located at 1000 Lowes Blvd., Mooresville, NC 28117. Upon further information and belief, Defendant may be served through its agent for service of process, Corporation Service Company, 2626 Glenwood Ave., Suite 550, Raleigh, NC 27608.

13. Upon information and belief, Defendant is in the business of designing, manufacturing, distributing, selling, marketing, and importing patio and outdoor umbrellas.

14. Defendant is a direct competitor of ATLeisure’s umbrella business.

**IV. FACTUAL BACKGROUND**

**A. ATLeisure’s U.S. Patent No. 8,104,492**

15. On January 31, 2012, the United States Patent and Trademark

Office duly and legally issued the '492 Patent, titled, "Adjustable Offset Umbrella."

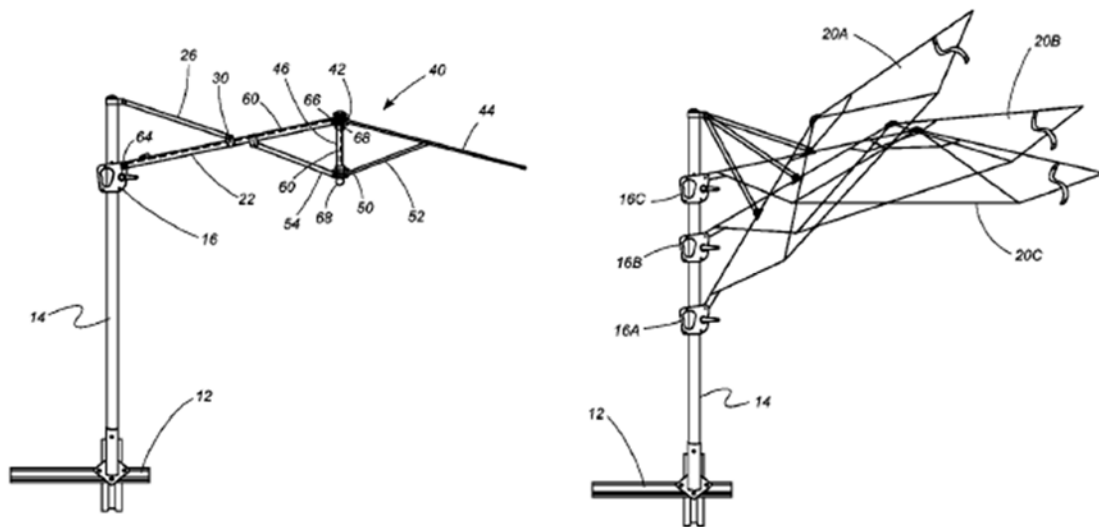
16. ATLeisure has exclusive rights in the '492 Patent, including the right to use and enforce the patent. ATLeisure marks substantially all of the patented products sold under the '492 Patent with notice in a substantially consistent and continuous manner. Moreover, upon information and belief, Lowe's is on notice of the '492 Patent and the alleged infringement described herein.

### **B. Defendant's Accused Umbrellas**

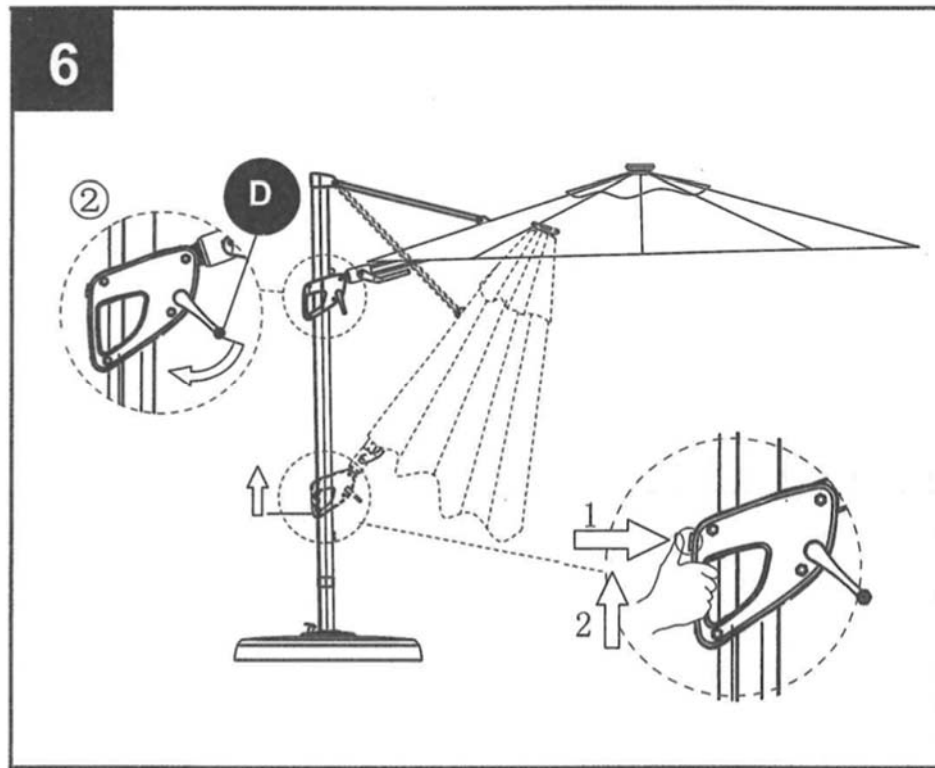
17. Upon information and belief, Defendant, either directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises products within the United States, the State of Florida, and this judicial district and division, including through its location at 3500 South Semoran Blvd., Orlando, FL 32822.

18. Upon information and belief, Defendant's Accused Umbrellas are sold commonly under the allen + roth, SimplyShade, and RST brands. *See, e.g., allen + roth 11-ft Blue Solar Powered Crank Offset Patio Umbrella with Base available at <https://www.lowes.com/pd/allen-roth-A-R-11-ft-Navy-Tilt-Cantilever/5002181005>* (last visited April 1, 2022) (branded as allen + roth®) ("Accused allen + roth Umbrella").

19. Upon review of the Accused allen + roth Umbrella and its accompanying instructions (Exhibit 2), the Accused allen + roth Umbrella features ATLeisure’s technology protected by the ‘492 Patent. *Compare* Exhibit 1, p. 1 (‘492 Patent) *with* Exhibit 2, (the Accused allen + roth Umbrella Instructions), depicted below:



*Exhibit 1, p. 1 (‘492 Patent - Adjustable Offset Umbrella):*



*Exhibit 2, (allen + roth 11' Blue Solar Powered Crank Offset Patio Umbrella with Base Instructions)*

20. Defendant does not have a license to advertise, sell, or use the '492 Patent.

### **C. Defendant's Patent Infringement**

21. Defendant infringes at least Claim 1 of the '492 Patent. *See, e.g.,* Exhibit 3 (Preliminary Claim Chart) (analyzing the Accused allen + roth Umbrella against Claim 1).

22. Defendant has committed and continues to commit acts of patent infringement, whether literally or under the doctrine of equivalents, within the

United States, in the State of Florida, and in this judicial district and division. For example, upon information and belief, Defendant has offered for sale and sold various patio and outdoor umbrellas, including the Accused Umbrellas. On further information and belief, Lowe's sells the Accused Umbrellas across the United States, including in Orlando, Florida.

**V. COUNT I: INFRINGEMENT OF THE '492 PATENT**

23. ATLeisure restates and realleges Paragraphs 1 to 22 as if fully stated herein.

24. Upon information and belief, Defendant manufactures, imports, offers for sale and/or sells products in the United States and in this judicial district directly infringe one or more claims of the '492 Patent, literally or under the doctrine of equivalents, as set forth in the claim chart attached as Exhibit 3.

25. Defendant has failed to respond to cease & desist letters from ATLeisure's counsel to Defendant. To the extent Defendant has infringed or continued to infringe after knowledge of the '492 Patent, such infringement was deliberate, knowing, and willful.

26. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the Defendant's infringement.

27. ATLeisure has been, and continues to be, damaged and irreparably



harmd by the Defendant's infringement, which will continue unless this Court enjoins the Defendant.

28. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

**PRAYER FOR RELIEF**

ATLeisure prays for judgment in its favor and against the Defendant as follows:

(a) That the Defendant has infringed one or more claims of the '492 Patent;

(b) That the Defendant's infringement has been willful;

(c) That this case be declared an exceptional case under 35 U.S.C. § 285;

(d) That ATLeisure be awarded damages adequate to compensate ATLeisure for the Defendant's infringement of the '492 Patent, including lost profits, but in no event less than a reasonable royalty;

(e) That ATLeisure's damages be trebled;

(f) That ATLeisure be awarded its attorneys' fees and costs;

(g) That this Court enjoin the Defendant, its officers, directors, principals, agents, servants, employees, successors, assigns, affiliates, and all that are in active concert or participation with them, or any of them, from further infringement of the '492 Patent;

(h) That ATLeisure be awarded pre- and post-judgment interest on all damages;

(i) That ATLeisure be awarded all its costs and expenses in this action; and

(j) Such further and other relief as the Court may deem just and proper.

**JURY TRIAL DEMANDED**

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

Dated: April 8, 2022.

By: /s/ Ryan T. Santurri  
Ryan T. Santurri  
Florida Bar No. 15698  
Email: [rsanturri@allendyer.com](mailto:rsanturri@allendyer.com)  
Trevor F. Ward  
Florida Bar No. 1031171  
Email: [tward@allendyer.com](mailto:tward@allendyer.com)  
ALLEN, DYER, DOPPELT + GILCHRIST, P.A.  
255 South Orange Avenue, Suite 1401  
Orlando, Florida 32801  
407.841.2330  
*Attorneys for Plaintiff*