С	ase 2:23-cv-03252-GW-PD Document 1 Filed 04	4/28/23	Page 1 of 13	Page ID #:1			
1 2 3 4 5 6 7 8 9	 Ben M. Davidson (State Bar No. 181464) ben@dlgla.com DAVIDSON LAW GROUP, ALC 4500 Park Granada Boulevard, Suite 202 Calabasas, CA 91302 Telephone: (310) 473-2300 Facsimile: (310) 473-2941 Perry Saidman (<i>pro hac vice</i> application pendiperry.saidman@designlawgroup.com SAIDMAN DESIGNLAW GROUP, LLC 8601 Georgia Avenue, Suite 603 Silver Spring, MD 20910 Telephone: (202) 236-0753 	ing)					
10	Facsimile: (301) 585-0138						
12	Attorneys for Plaintiff RBW Studio, LLC						
13 14	IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA						
15 16 17	RBW STUDIO, LLC, a Delaware and New York limited liability corporation,	Case No. 2:23-cv-03252					
18	Plaintiff,		PLAINT FOI INGEMENT	R PATENT			
19	VS.						
20	CANOE HOSPITALITY, LLC, a California	JURY	TRIAL DEN	MAND			
21 22	limited liability corporation; THE STUDIO						
11	COLLECTIVE. LLC. a California limited						
	COLLECTIVE, LLC, a California limited liability corporation; and PROPER						
23							
	liability corporation; and PROPER HOSPITALITY, LLC, a California limited						
23 24	liability corporation; and PROPER HOSPITALITY, LLC, a California limited liability corporation, owners and operators of						
23 24 25	liability corporation; and PROPER HOSPITALITY, LLC, a California limited liability corporation, owners and operators of HOTEL JUNE WEST LA						
23 24 25 26	liability corporation; and PROPER HOSPITALITY, LLC, a California limited liability corporation, owners and operators of HOTEL JUNE WEST LA						
23 24 25 26 27	liability corporation; and PROPER HOSPITALITY, LLC, a California limited liability corporation, owners and operators of HOTEL JUNE WEST LA						

I.

NATURE OF THE ACTION

This case involves the practice of deliberately copying or "knocking off" 1. high-quality, design-level lighting products protected by United States patents to maximize profits for companies engaged in renovating luxury hotels.

2. The Complaint arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over this action under 35 U.S.C. § 271 et seq., 28 U.S.C. §§ 1331 and 1338(a).

3. The claims arise out of Defendants' importing, making, using, offering for sale, and/or selling light fixtures ("Accused Light Fixtures") that infringe a patented "sconce" light fixture created by Plaintiff RBW Studio, LLC ("RBW"), an award-winning lighting design and manufacturing company based in Kingston, New York.

II.

THE PARTIES

4. RBW is a Delaware and New York limited liability corporation with a principal place of business at 575 Boices Ln, Kingston, New York 12401. RBW creates, manufactures, markets and sells a range of unique light fixtures incorporating novel designs that are protected by United States patents.

Defendant The Studio Collective, LLC ("Studio Collective") is a design 20 5. agency with a principal place of business at 318 Lincoln Blvd., Venice California. On information and belief, Studio Collective was a key player in the acquisition and installation of knockoff lights that infringe RBW's patented design and that were installed in at least one location, at Hotel June in West Los Angeles, California, a luxury hotel at 8639 Lincoln Blvd, Los Angeles, California 90045 which went through a multi-million dollar renovation through the collaboration of Studio Collective and the other Defendants named herein.

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COMPLAINT

6. On information and belief, Defendant Canoe Hospitality, LLC ("Canoe") is a California limited liability corporation with a principal place of business at 33A Main St., El Segundo, CA 90245. An article published by Hospitality Design magazine in September 2021 identified Canoe as the purchasing firm for the guest rooms at Hotel June. On information and belief, this included purchasing lights that Defendant Canoe knew were knockoff imitations of RBW's proprietary designs so that Defendant Canoe could decrease costs to itself and Defendants Studio Collective and Proper Hospitality, LLC.

7. Defendant Proper Hospitality, LLC ("Proper") is a California limited liability corporation with a principal place of business at 1437 7th Street, Santa Monica, CA 90401. On information and belief, Proper owns and operates Hotel June West LA and continues to use the Accused Light Fixtures designed, sourced and installed by Defendants Canoe and Studio Collective.

III.

JURISDICTION AND VENUE

8. The Court has personal jurisdiction over Defendants because Defendants have continuous and systematic contacts with California, are incorporated in California, have their principal paces of business in California, and do business in this District.

9. Each of the Defendants has a regular and established place of business in this District where they have imported, made, used, sold, and/or offered for sale the Accused Light Fixtures.

10. Venue is proper under 28 U.S.C. §§ 1391(b), (c), (d), and/or 1400(b) because Defendants are subject to personal jurisdiction in this District and have regular and established places of business and committed acts of patent infringement in this District.

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IV.

BACKGROUND FACTS

RBW is an award-winning, independent design and manufacturing 11. company headquartered in Kingston, New York. RBW is a brand for architects and designers looking for high quality light fixtures. The history and philosophy of RBW is available on the web at the URL https://rbw.com/about-us.

Among RBW's innovations is the Brim[™] sconce, a light fixture having a 12. distinctive multi-panel shade, as shown in the images below from RBW's website.¹



13. RBW protects its innovations with U.S. design patents.

14. The Brim sconce is protected by RBW's U.S. Patent No. D887,616 ("the The '616 patent was duly issued by the United States Patent and '616 Patent").

¹ Downloaded from https://rbw.com/products/brim-switch/sw-pc20-s1-pc25-27-10 triac 120v.

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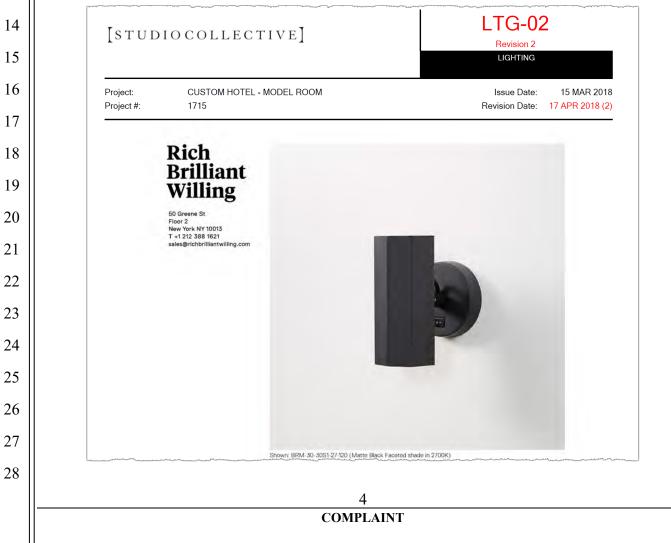
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Trademark Office on June 16, 2020 and assigned to RBW. A copy of the '616 patent is attached as Exhibit A.

15. On or about June 20, 2018, RBW, under its predecessor trade name Rich Brilliant Willing ("Willing"), provided samples of the Brim sconce to Defendants Studio and Canoe for their consideration for use in Hotel June, in response to a purchase order from Canoe, a copy of which is attached as Exhibit B.

16. On information and belief, Studio Collective was considering RBW's Brim sconce for use in the interior design of Hotel June and at one point considered including or included the Brim sconce in a specification for the Hotel June renovation. Exhibit C is a true and correct copy of a page from a Studio Collective design specification book listing Manufacturer as "Rich Brilliant Willing" and the PRODUCT ID as "Brim 4242." An excerpt from the specification sheet is shown below:



17. On November 13, 2018, RBW provided a quote to Defendant Canoe of \$111,402.13 for 599 Brim sconces. A true and correct copy of the quote is attached as Exhibit D.

18. Studio Collective claims on its website to "deliver luxurious designs that have become synonymous with originality and craftsmanship." In an interview with an industry magazine published on April 15, 2021, Studio Collective's principal Christian Schulz stated that the company decided when it was working on a significant renovation close to its offices, which on information and belief was Hotel June, to create its own collection of furniture, including "unique sconces" that comply with code but are "still cool looking." He claimed, "we've designed so much custom furniture over the last 10 years we're constantly doing it for other people we thought why not do it for ourselves and maybe reuse it on some of our projects and also offer that out to people that might be interested in that kind of California aesthetic."² In fact, however, rather than create its own, original "cool looking" sconce to offer customers, Studio Collective engaged in blatant copying of RBW's patented design.

19. On information and belief, Defendant Studio Collective obtained a sample of RBW's Brim sconces. On information and belief, in order to engage in cost-cutting for the benefit of the Defendants, Defendants Studio Collective and Canoe created the Accused Light Fixtures and offered them for sale and/or sold them to Proper as cheaper substitutes to the authentic RBW Brim sconces that had initially been presented to Canoe and Studio Collective.

20. On information and belief, the Accused Light Fixtures were installed and used, and now continue to be used in Hotel June's guest rooms, under the direction of Defendants Studio Collective, Canoe and Proper.

21. On information and belief, in 2021, Defendant Studio Collective submitted its renovation work on Hotel June to an awards magazine, *Premier Hospitality International Magazine*, and that work was named as one of the finalists

² https://www.youtube.com/watch?v=fIxNcjI4o Y

for the Awards for Hospitality, Experience And Design ("AHEAD Awards"). Below is an excerpt from the awards program show from the AHEAD awards featuring the knockoff copy of the RBW sconce:



A representative of the magazine wrote to RBW on October 14, 2021, informing RBW that Studio Collective had "highlighted [RBW] as being one of the major contributors" to their design of guest rooms for the Hotel June renovation. In fact, however, Defendants, on information and belief, collectively decided to use the less expensive and deceptively-similar look-alike Accused Light Fixtures. They did not use the actual RBW Brim sconces.

V.

CLAIM FOR DIRECT PATENT INFRINGEMENT BY ALL DEFENDANTS

Paragraphs 1-21 are incorporated by reference as though alleged herein. 22. The Defendants infringe the '616 Patent because the Accused Light Fixtures are substantially the same in overall appearance as the design claimed and shown in the

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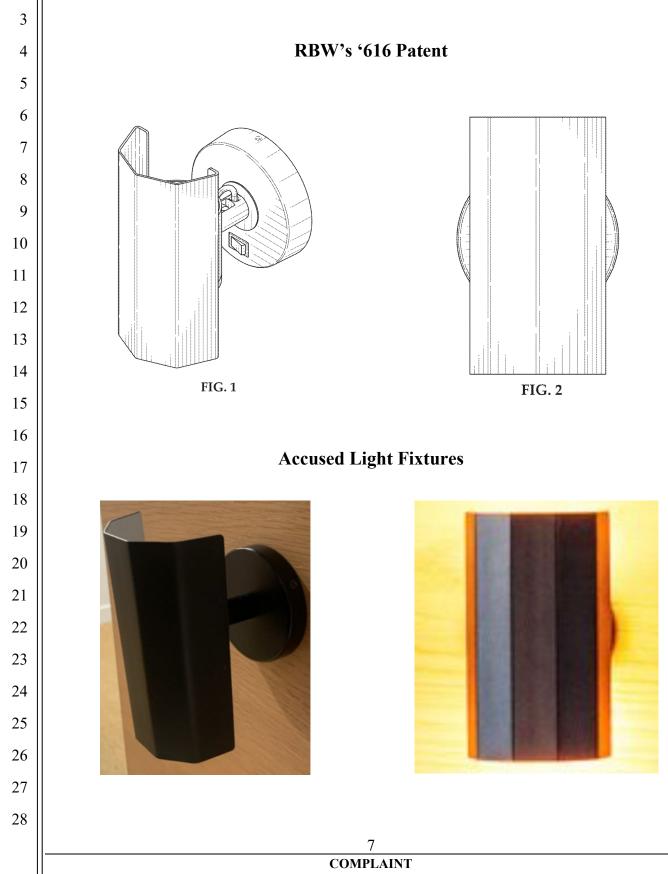
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drawings of the '616 Patent. Representative drawings from the '616 Patent are compared below to similar views of the Accused Light Fixtures:



23. On information and belief, instead of RBW's Brim sconce, Defendants Canoe and Studio Collective designed, specified, and sourced unauthorized knock-off copies of RBW's Brim sconce (the Accused Light Fixtures) for use in Hotel June.

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24. On information and belief, Canoe and Studio Collective quoted Proper a substantially reduced price for the Accused Light Fixtures compared to the price quoted by RBW for the Brim sconce.

25. On information and belief, Defendant Canoe also imported the Accused Light Fixtures after they had been designed by Canoe and Studio Collective.

26. On information and belief, Defendant Proper purchased and installed the Accused Light Fixtures in Hotel June's guest rooms where it is still using them.

27. The Defendants Canoe and Studio Collective infringed RBW's '616 Patent by importing, offering to sell, and selling Accused Light Fixtures that are substantially the same in appearance as the design claimed in the '616 Patent, such that an ordinary observer, giving such attention as a purchaser usually gives, would be induced to purchase one supposing it to be the other.

28. Defendant Proper infringed, and continues to infringe, RBW's '616 Patent by using in the guest rooms of Hotel June the Accused Light Fixtures that are a colorable imitation of the design claimed in the '616 Patent. Defendant Proper advertises its continuing use of the Accused Light Fixtures on its website and on numerous third-party websites promoting the look of its guest rooms using the knockoff lights supplied to it by Defendants Studio Collective and Canoe.

29. On January 26, 2022, in an effort to avoid litigation, RBW sent Defendant Studio Collective a cease and desist letter identifying the infringement it was aware of (at the Hotel June) and demanding information regarding the manufacturer and other companies involved in the infringing conduct. Studio Collective, though its counsel, rejected any merit in RBW's claim and declined to provide the information requested by RBW regarding the parties involved in the infringing installations.

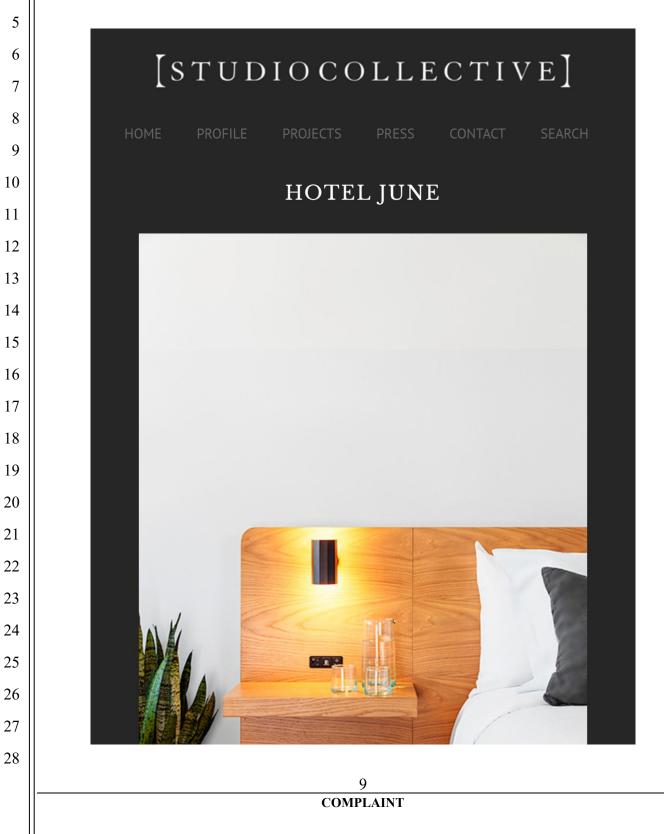
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30. On information and belief, despite RBW's cease and desist letter, Studio Collective has continued to promote its work using Hotel June guest room images displaying the Accused Light Fixtures. Below is a true and correct excerpt of Studio Collective's website:



RBW has been damaged by Defendants' infringement and is entitled to at 31. least the statutory remedy of an accounting and disgorgement of the Defendants' profits based on sales of the Accused Light Fixtures, as well as RBW's lost profits.

32. The damage to RBW is ongoing and irreparable, and RBW is entitled to injunctive relief to end Defendants' infringement. Despite RBW's letter to Defendant Studio Collective identifying a known infringing installation, Defendants have failed to remove the Accused Light Fixtures at Hotel June, provide an accounting of their sales, information about manufacturers involved in the sales, or other information as to whether additional installations of Accused Light Fixtures have taken place at other of its projects.

VI.

PRAYER FOR RELIEF

Plaintiff respectfully requests that the Court find in its favor and against Defendants, and that the Court grant Plaintiff the following relief:

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A judgment that the Defendants have infringed the '616 Patent;

Damages adequate to compensate for Defendants' infringement of the 2. '616 Patent, including the disgorgement of its total profits under 35 U.S.C. §289.

Judgment awarding Plaintiff all damages, including lost profits, costs, 3. 18 and interest, and further including treble damages based on any infringement found to be willful, under 35 U.S.C. § 284, with prejudgment interest.

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An accounting of the Defendants' profits.

5. An order and judgment permanently enjoining the Defendants and its officers, directors, agents, servants, employees, affiliates, attorneys, and all others acting concert with them, and their parents, subsidiaries, divisions, successors and assigns, from further acts of infringement of the '616 Patent;

An order requiring Defendant Proper to remove the Accused Light 26 6. Fixtures from Hotel June. 27

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1	7. A judgment declaring this case to be exceptional and awarding Plaintiff								
2	its reasonable attorneys	ts reasonable attorneys' fees under 35 U.S.C. § 285; and							
3	8. Awarding	8. Awarding Plaintiff such other and further relief as this Court deems just							
4	and proper.	and proper.							
5	Dated: April 27, 2023	By: <u>/s/ Ben M. Davidson</u>							
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	11 COMPLAINT								

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1	JURY TRIAL DEMAND						
2	RBW requests a ju	RBW requests a jury trial on all issues triable to a jury.					
3	Dated: April 27, 2023		By: /s/ Ben M. Davidson				
4			Ben M. David	son (State Bar]	No 181464)		
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