

1 Franklin D. Kang (SBN 192314)  
2 **ONE LLP**  
3 23 Corporate Plaza, Suite 150-105  
4 Newport Beach, CA 92660  
5 Telephone: (949) 502-2870  
6 Facsimile: (949) 258-5081  
7 fkang@onellp.com

8 George D. Moustakas (*Pro Hac Vice*  
9 *forthcoming*)  
10 **HARNESS, DICKEY & PIERCE,**  
11 **P.L.C.**  
12 5445 Corporate Drive, Suite 200  
13 Troy, MI 48098  
14 Telephone: (248) 641-1600  
15 Facsimile: (248) 641-0270  
16 gdmoustakas@hdp.com

17 *Attorneys for Plaintiff,*  
18 *Liberty Hardware Mfg. Corp.*

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**  
21 **WESTERN DIVISION**

22 LIBERTY HARDWARE MFG. CORP.,  
23 a North Carolina corporation,

24 Plaintiff,

25 v.

26 CONTRACTORS WARDROBE, INC., a  
27 California corporation,

28 Defendant.

**Case No. 2:22-cv-9210**

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff, LIBERTY HARDWARE MFG. CORP. (“Liberty” or “Plaintiff”) files this  
2 Complaint against Defendant, CONTRACTORS WARDROBE, INC. (“CW” or  
3 “Defendant”) and alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is a civil action for patent infringement under 35 U.S.C. § 271, *et. seq.*,  
6 by Liberty against CW for infringement of U.S. Patent No. 9,676,543 (“the ‘543 patent”),  
7 U.S. Patent No. 9,743,810 (“the ‘810 patent”), U.S. Patent No. 10,024,093 (“the ‘093  
8 patent”), U.S. 10,280,666 (“the ‘666 patent”), U.S. Design Patent No. D729,055 (“the ‘055  
9 patent”), and U.S. Design Patent No. D739,726 (“the ‘726 patent”) (collectively “the  
10 patents in suit”), by making, using, offering to sell, and selling shower door components  
11 and assemblies.

12 **PARTIES**

13 2. Plaintiff Liberty Hardware Mfg. Corp. is a corporation organized and existing  
14 under the laws of North Carolina, having a principal place of business at 140 Business Park  
15 Drive, Winston-Salem, North Carolina 27107.

16 3. Defendant Contractors Wardrobe, Inc. is a corporation organized and existing  
17 under the laws of California with a principal place of business at 26121 Avenue Hall,  
18 Valencia, California 91355.

19 4. CW is engaged in the business of manufacturing, offering for sale and selling  
20 shower door components and assemblies. CW is a competitor of Liberty in the shower  
21 door and bath market.

22 **JURISDICTION AND VENUE**

23 5. This Court has subject matter jurisdiction over the matters asserted in this  
24 Complaint under 28 U.S.C. §§ 1331 and 1338(a).

25 6. This Court has personal jurisdiction over CW because it has committed acts  
26 of patent infringement and/or contributed to or induced acts of patent infringement by  
27 others in the State of California and in this District and is incorporated in the State of  
28 California and resides in this District.





1 **THE ‘726 PATENT**

2 23. The ‘726 patent, titled “Door Package” issued on September 29, 2015. The  
3 ‘726 patent issued from U.S. Application No. 29/480,731 filed January 29, 2014. A true  
4 and accurate copy of the ‘726 patent is attached as Exhibit K.

5 24. Liberty is the owner by assignment of all right, title and interest in and to the  
6 ‘726 patent. A true and accurate copy of the ‘726 patent Assignment is attached as Exhibit  
7 L.

8 25. As the owner of the ‘726 patent, Liberty is authorized and has standing to  
9 bring legal action to force all rights arising under the ‘726 patent.

10 **FACTUAL BACKGROUND**

11 26. Liberty, founded in 1942, is one of the industry’s leading manufacturers of  
12 high-quality decorative and functional hardware solutions, and decorative accessories for  
13 the home.

14 27. Liberty has and continues to employ engineers and designers with experience  
15 in designing, developing, and manufacturing shower and bath product offerings including,  
16 shower door components and assemblies for the shower and bath market.

17 28. Liberty through innovation and engineering, designed and developed an in-  
18 store shower and bath component-based system.

19 29. Through its multiple brands including Liberty, Brainerd, Franklin Brass and  
20 Delta, Liberty offers shower door components and assemblies through in-store shower and  
21 bath component-based systems at Home Depot, Lowes and similar retailers.

22 30. In 2012, Liberty sought protection of its component-based system by filing  
23 multiple patent applications generally directed to in-store bath and component-based  
24 systems, merchandising, product components and product packaging.

25 31. On information and belief, in 2020 CW launched a component-based program  
26 at Menard’s known as the CW Select Products Program.

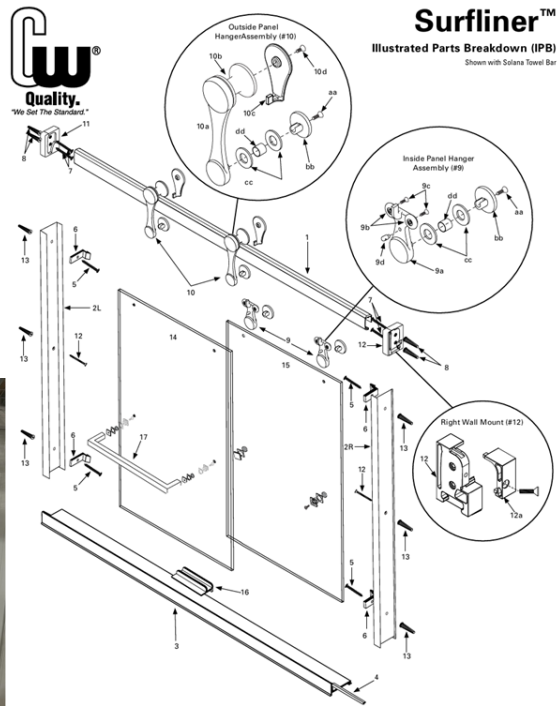
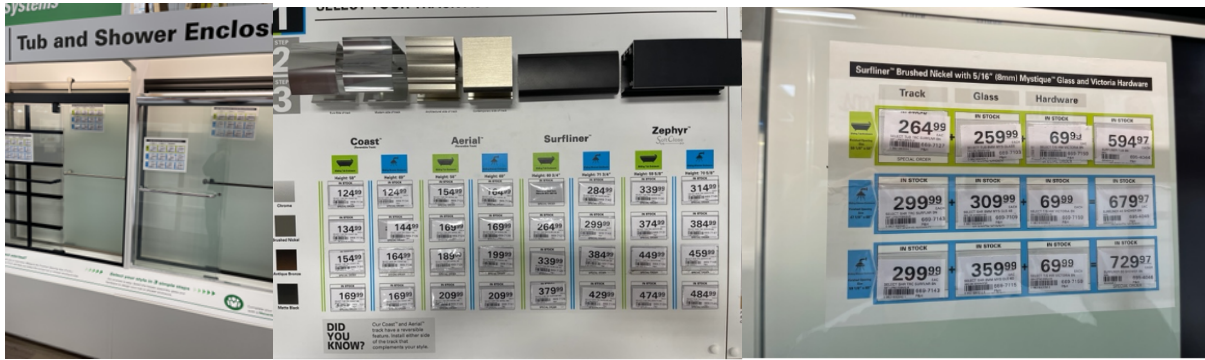
27 32. On December 11, 2020, Liberty put CW on notice of infringement. Exhibit  
28 M.

1 33. Despite considerable efforts to stop CW’s infringing acts, CW continues to  
2 make, use, offer for sale and sell through Menards as part of its Cw Select Products  
3 Program, infringing products under the Cw Select Coast, Cw Select Ariel, Cw Select  
4 Surfliner, Cw Select Zephyr family of products, in various sizes, colors, finishes and glass  
5 types (“Accused Product”).

6 34. An exemplar presentation of the infringing products at Menards, is pictorially  
7 represented by the following:



35. A non-limiting example of an Accused Product, component-based product component and product packaging, offered for sale and sold through Menards from the CW Select Products Program, is the Cw Select Surfliner, pictorially represented as follows:



**COUNT I**

**(INFRINGEMENT OF THE '543 PATENT)**

36. Plaintiff reallages and incorporates by reference all of the preceding paragraphs as if fully set forth in this paragraph.

1           37. On information and belief, Accused Product that infringe one or more claims  
2 of the ‘543 patent can be found at the CW website at <https://cwdoors.com/cwselect/> and  
3 therein, CW notes “Cw Select is currently available online and in-store at multiple, trusted  
4 retailers” with a “Shop CW Select” hyperlink to  
5 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

6           38. A non-limiting example of the Accused Product known as Cw Select  
7 Surfliner, is sold through Menards via the web and in-store.

8           39. On information and belief, the representative Accused Product, Cw Select  
9 Surfliner is substantially the same for purposes of infringement as the Accused Product.

10           40. A claim chart that applies independent Claim 1 of the ‘543 patent to the  
11 representative product is attached to this Complaint as Exhibit N. The remaining Accused  
12 Products practice all the limitations of Claim 1.

13           41. CW has directly infringed and continues to directly infringe, and/or has  
14 actively and knowingly induced and continues to actively and knowingly induce the  
15 infringement of one or more claims of the ‘543 patent, either literally or under the doctrine  
16 of equivalents, by advertising, distributing, making, using, selling, and/or offering for sale  
17 within the United States.

18           42. CW had notice of the ‘543 patent at least as early as December 11, 2020.  
19 Exhibit M. Despite knowledge and notice of the ‘543 patent, CW has continued to offer  
20 for sale and sell the Accused Product to customers in the United States, through Menards,  
21 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
22 knowingly or with reckless disregard, willfully infringe the ‘543 patent and has acted  
23 despite an objectively high likelihood that its actions constitute infringement of Liberty’s  
24 valid patent rights.

25           43. On information and belief, CW actively induces others to infringe the ‘543  
26 patent by selling the Accused Products to others with materials and instructions for  
27 operation, with specific intent and knowledge the materials direct, teach or to assist others  
28 to infringe the ‘543 patent. For example, on information and belief, CW induced



1 infringement of the ‘543 patent by encouraging and facilitating the infringing use of the  
2 Accused Product by users of the Accused Products in the United States, and by taking  
3 active steps to encourage and facilitate others direct infringement of the ‘543 patent with  
4 knowledge of that infringement. The affirmative acts include, without limitation,  
5 advertising, marketing, promoting, offering for sale and/or selling the Accused Products  
6 through Menards as shown at  
7 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)  
8 and in-store as noted *supra*. CW further provides instructions, user manuals, advertising  
9 and/or marketing materials on its website and as product packaging to facilitate, direct or  
10 encourage the direct infringement in the United States. CW’s infringing acts have cause  
11 or are continuing to cause damage and/or irreparable injury to Liberty, and Liberty will  
12 continue to suffer damage and irreparable injury unless and until CW’s infringing acts are  
13 enjoined by this Court.

14 44. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
15 281, 283, and 284.

16 45. CW’s infringement of the ‘543 patent has been and continues to be willful and  
17 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

18 46. CW’s infringement of the ‘543 patent is exceptional and entitles Liberty to  
19 attorney’s fees and costs under 35 U.S.C. § 285.

20 47. Therefore, Liberty seeks judgment that CW directly infringes and/or  
21 indirectly infringes at Claim 1 of the ‘543 patent.

## 22 **COUNT II**

### 23 **(INFRINGEMENT OF THE ‘810 PATENT)**

24 48. Plaintiff reallages and incorporates by reference all of the preceding  
25 paragraphs as if fully set forth in this paragraph.

26 49. On information and belief, Accused Product that infringe one or more claims  
27 of the ‘810 patent can be found at the CW website at <https://cwdoors.com/cwselect/> and  
28 therein, CW notes “Cw Select is currently available online and in-store at multiple, trusted

1 retailers” with a “Shop CW Select” hyperlink to  
2 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

3 50. A non-limiting example of the Accused Product known as Cw Select  
4 Surfliner, is sold through Menards via the web and in-store.

5 51. On information and belief, the representative Accused Product, Cw Select  
6 Surfliner is substantially the same for purposes of infringement as the Accused Product.

7 52. A claim chart that applies independent Claim 1 of the ‘810 patent to the  
8 representative product is attached to this Complaint as Exhibit O. The remaining Accused  
9 Products practice all the limitations of Claim 1.

10 53. CW has directly infringed and continues to directly infringe, and/or has  
11 actively and knowingly induced and continues to actively and knowingly induce the  
12 infringement of one or more claims of the ‘810 patent, either literally or under the doctrine  
13 of equivalents, by advertising, distributing, making, using, selling, and/or offering for sale  
14 within the United States.

15 54. CW had notice of the ‘810 patent at least as early as December 11, 2020.  
16 Exhibit M. Despite knowledge and notice of the ‘810 patent, CW has continued to offer  
17 for sale and sell the Accused Product to customers in the United States, through Menards,  
18 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
19 knowingly or with reckless disregard willfully infringe the ‘810 patent and has acted  
20 despite an objectively high likelihood that its actions constitute infringement of Liberty’s  
21 valid patent rights.

22 55. On information and belief, CW actively induces others to infringe the ‘810  
23 patent by selling the Accused Products to others with materials and instructions for  
24 operation, and with specific intent and knowledge of the materials direct, teach or to assist  
25 others to infringe the ‘810 patent. For example, upon information and belief, CW induced  
26 infringement of the ‘810 patent by encouraging and facilitating the infringing use of the  
27 Accused Product by users of the Accused Products in the United States, and by taking  
28 active steps to encourage and facilitate others direct infringement of the ‘810 patent with

1 knowledge of that infringement. The affirmative acts include, without limitation,  
2 advertising, marketing, promoting, offering for sale and/or selling the Accused Products  
3 through Menards as shown at  
4 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)  
5 and in-store as noted *supra*. CW further provides instructions, user manuals, advertising  
6 and/or marketing materials on its website and as product packaging to facilitate, direct or  
7 encourage the direct infringement in the United States. CW's infringing acts have cause  
8 or continuing to cause damage and/or irreparable injury to Liberty, and Liberty will  
9 continue to suffer damage and irreparable injury unless and until CW's infringing acts are  
10 enjoined by this Court.

11 56. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
12 281, 283, and 284.

13 57. CW's infringement of the '810 patent has been and continues to be willful and  
14 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

15 58. CW's infringement of the '810 patent is exceptional and entitles Liberty to  
16 attorney's fees and costs under 35 U.S.C. § 285.

17 59. Therefore, Liberty seeks judgment that CW directly infringes and/or  
18 indirectly infringes at Claim 1 of the '810 patent.

19 **COUNT III**

20 **(INFRINGEMENT OF THE '093 PATENT)**

21 60. Plaintiff reallages and incorporates by reference all of the preceding  
22 paragraphs as if fully set forth in this paragraph.

23 61. On information and belief, Accused Product that infringe one or more claims  
24 of the '093 patent can be found at the CW website at <https://cwdoors.com/cwselect/> and  
25 therein CW notes "Cw Select is currently available online and in-store at multiple, trusted  
26 retailers" with a "Shop CW Select" hyperlink to  
27 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

1           62. A non-limiting example of the Accused Product known as Cw Select  
2 Surfliner, is sold through Menards via the web and in-store.

3           63. On information and belief, the representative Accused Product, Cw Select  
4 Surfliner is substantially the same for purposes of infringement as the Accused Product.

5           64. A claim chart that applies independent Claim 1 of the '093 patent to the  
6 representative product is attached to this Complaint as Exhibit P. The remaining Accused  
7 Products practice all the limitations of Claim 1.

8           65. CW has directly infringed and continues to directly infringe, and/or has  
9 actively and knowingly induced and continues to actively and knowingly induce the  
10 infringement of one or more claims of the '093 patent, either literally or under the doctrine  
11 of equivalents, by advertising, distributing, making, using, selling, and/or offering for sale  
12 within the United States.

13           66. CW had notice of the '093 patent at least as early as December 11, 2020.  
14 Exhibit M. Despite knowledge and notice of the '093 patent, CW has continued to offer  
15 for sale and sell the Accused Product to customers in the United States, through Menards,  
16 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
17 knowingly or with reckless disregard willfully infringe the '093 patent and has acted  
18 despite an objectively high likelihood that its actions constitute infringement of Liberty's  
19 valid patent rights.

20           67. On information and belief, CW actively induces others to infringe the '093  
21 patent by selling the Accused Products to others with materials and instructions for  
22 operation, with specific intent and knowledge of the materials direct, teach or to assist  
23 others to infringe the '093 patent. For example, upon information and belief, CW induced  
24 infringement of the '093 patent by encouraging and facilitating the infringing use of the  
25 Accused Product by users of the Accused Products in the United States, by taking active  
26 steps to encourage and facilitate others direct infringement of the '093 patent with  
27 knowledge of that infringement. The affirmative acts include, without limitation,  
28 advertising, marketing, promoting, offering for sale and/or selling the Accused Products

1 through Menards as shown at  
2 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)  
3 and in-store as noted *supra*. CW further provides instructions, user manuals, advertising  
4 and/or marketing materials on its website and as product packaging to facilitate, direct or  
5 encourage the direct infringement in the United States. CW's infringing acts have cause  
6 or continuing to cause damage and/or irreparable injury to Liberty, and Liberty will  
7 continue to suffer damage and irreparable injury unless and until CW's infringing acts are  
8 enjoined by this Court.

9 68. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
10 281, 283, and 284.

11 69. CW's infringement of the '093 patent has been and continues to be willful and  
12 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

13 70. CW's infringement of the '093 patent is exceptional and entitles Liberty to  
14 attorney's fees and costs under 35 U.S.C. § 285.

15 71. Therefore, Liberty seeks judgment that CW directly infringes and/or  
16 indirectly infringes at Claim 1 of the '093 patent.

17 **COUNT IV**

18 **(INFRINGEMENT OF THE '666 PATENT)**

19 72. Plaintiff reallages and incorporates by reference all of the preceding  
20 paragraphs as if fully set forth in this paragraph.

21 73. On information and belief, Accused Product that infringe one or more claims  
22 of the '666 patent can be found at the CW website at <https://cwdoors.com/cwselect/> and  
23 therein CW notes "Cw Select is currently available online and in-store at multiple, trusted  
24 retailers" with a "Shop CW Select" hyperlink to  
25 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

26 74. A non-limiting example of the Accused Product known as Cw Select  
27 Surfliner, is sold through Menards via the web and in-store.

1           75. On information and belief, the representative Accused Product, Cw Select  
2 Surfliner is substantially the same for purposes of infringement as the Accused Product.

3           76. A claim chart that applies independent Claim 1 of the ‘666 patent to the  
4 representative product is attached to this Complaint as Exhibit Q. The remaining Accused  
5 Products practice all the limitations of Claim 1.

6           77. CW has directly infringed and continues to directly infringe, and/or has  
7 actively and knowingly induced and continues to actively and knowingly induce the  
8 infringement of one or more claims of the ‘666 patent, either literally or under the doctrine  
9 of equivalents, by advertising, distributing, making, using, selling, and/or offering for sale  
10 within the United States.

11           78. CW had notice of the ‘666 patent at least as early as December 11, 2020.  
12 Exhibit M. Despite knowledge and notice of the ‘666 patent, CW has continued to offer  
13 for sale and sell the Accused Product to customers in the United States, through Menards,  
14 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
15 knowingly or with reckless disregard willfully infringe the ‘666 patent and has acted  
16 despite an objectively high likelihood that its actions constitute infringement of Liberty’s  
17 valid patent rights.

18           79. On information and belief, CW actively induces others to infringe the ‘666  
19 patent by selling the Accused Products to others with materials and instructions for  
20 operation, with specific intent and knowledge of the materials direct, teach or to assist  
21 others to infringe the ‘666 patent. For example, upon information and belief, CW induced  
22 infringement of the ‘666 patent by encouraging and facilitating the infringing use of the  
23 Accused Product by users of the Accused Products in the United States, by taking active  
24 steps to encourage and facilitate others direct infringement of the ‘666 patent with  
25 knowledge of that infringement. The affirmative acts include, without limitation,  
26 advertising, marketing, promoting, offering for sale and/or selling the Accused Products  
27 through                   Menards                   as                   shown                   at  
28 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)

1 and in-store as noted *supra*. CW further provides instructions, user manuals, advertising  
2 and/or marketing materials on its website and as product packaging to facilitate, direct or  
3 encourage the direct infringement in the United States. CW’s infringing acts have cause  
4 or continuing to cause damage and/or irreparable injury to Liberty, and Liberty will  
5 continue to suffer damage and irreparable injury unless and until CW’s infringing acts are  
6 enjoined by this Court.

7 80. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
8 281, 283, and 284.

9 81. CW’s infringement of the ‘666 patent has been and continues to be willful and  
10 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

11 82. CW’s infringement of the ‘666 patent is exceptional and entitles Liberty to  
12 attorney’s fees and costs under 35 U.S.C. § 285.

13 83. Therefore, Liberty seeks judgment that CW directly infringes and/or  
14 indirectly infringes at Claim 1 of the ‘666 patent.

15 **COUNT V**

16 **(INFRINGEMENT OF THE ‘055 PATENT)**

17 84. Plaintiff reallages and incorporates by reference all of the preceding  
18 paragraphs as if fully set forth in this paragraph.

19 85. On information and belief, Accused Product that infringe the ‘055 patent can  
20 be found at the CW website at <https://cwdoors.com/cwselect/> and therein CW notes “Cw  
21 Select is currently available online and in-store at multiple, trusted retailers” with a “Shop  
22 CW Select” hyperlink to  
23 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

24 86. A non-limiting example of the Accused Product known as Cw Select  
25 Surfliner, is sold through Menards via the web and in-store.

26 87. On information and belief, the representative Accused Product, Cw Select  
27 Surfliner is substantially the same for purposes of infringement as the Accused Product.  
28

1 88. A claim chart that applies the design of the '055 patent to the representative  
2 product is attached to this Complaint as Exhibit R. The remaining Accused Products  
3 practice the design of the '055 patent.

4 89. The overall appearance of the ornamental design in the '055 patent and the  
5 corresponding design of the representative Accused Product are substantially similar. An  
6 ordinary observer familiar with the prior art would perceive the overall appearance of the  
7 ornamental design of the '055 patent and the corresponding design of the representative  
8 Accused Product to be substantially similar. Such an ordinary observer would be deceived  
9 into believing the design of the representative Accused Product was the same as the  
10 ornamental design claimed in the '055 patent.

11 90. CW has directly infringed and continues to directly infringe, has actively and  
12 knowingly induced and continues to actively and knowingly induce the infringement of the  
13 '055 patent, either literally or under the doctrine of equivalents, by making, using, selling,  
14 and/or offering for sale within the United States.

15 91. CW had notice of the '055 patent at least as early as December 11, 2020.  
16 Exhibit M. Despite knowledge and notice of the '055 patent, CW has continued to offer  
17 for sale and sell the Accused Product to customers in the United States, through Menards,  
18 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
19 knowingly or with reckless disregard willfully infringe the '055 patent and has acted  
20 despite an objectively high likelihood that its actions constitute infringement of Liberty's  
21 valid patent rights.

22 92. On information and belief, CW actively induces others to infringe the '055  
23 patent by selling the Accused Products to others with instructions, and with specific intent  
24 and knowledge. For example, upon information and belief, CW induced infringement of  
25 the '055 patent by encouraging and facilitating the infringing use of the Accused Product  
26 by users of the Accused Products in the United States, and by taking active steps to  
27 encourage and facilitate others direct infringement of the '055 patent with knowledge of  
28 that infringement. The affirmative acts include, without limitation, offering for sale and/or



1 selling the Accused Products through Menards as shown at  
2 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)  
3 and in-store as noted *supra*. CW further provides instructions on its website and as product  
4 packaging to facilitate, direct or encourage the direct infringement in the United States.  
5 CW's infringing acts have cause or continuing to cause damage and/or irreparable injury  
6 to Liberty, and Liberty will continue to suffer damage and irreparable injury unless and  
7 until CW's infringing acts are enjoined by this Court.

8 93. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
9 281, 283, and 284.

10 94. CW's infringement of the '055 patent has been and continues to be willful and  
11 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

12 95. CW's infringement of the '055 patent is exceptional and entitles Liberty to  
13 attorney's fees and costs under 35 U.S.C. § 285.

14 96. Therefore, Liberty seeks judgment that CW directly infringes and/or  
15 indirectly infringes the '055 patent.

16 **COUNT VI**

17 **(INFRINGEMENT OF THE '726 PATENT)**

18 97. Plaintiff reallages and incorporates by reference all of the preceding  
19 paragraphs as if fully set forth in this paragraph.

20 98. On information and belief, Accused Product that infringe the '726 patent can  
21 be found at the CW website at <https://cwdoors.com/cwselect/> and therein CW notes "Cw  
22 Select is currently available online and in-store at multiple, trusted retailers" with a "Shop  
23 CW Select" hyperlink to  
24 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select).

25 99. A non-limiting example of the Accused Product known as Cw Select  
26 Surfliner, is sold through Menards via the web and in-store.

27 100. On information and belief, the representative Accused Product, Cw Select  
28 Surfliner is substantially the same for purposes of infringement as the Accused Product.

1           101. A claim chart that applies the design of the ‘726 patent to the representative  
2 product is attached to this Complaint as Exhibit S. The remaining Accused Products  
3 practice the design of the ‘726 patent.

4           102. The overall appearance of the ornamental design in the ‘726 patent and the  
5 corresponding design of the representative Accused Product are substantially similar. An  
6 ordinary observer familiar with the prior art would perceive the overall appearance of the  
7 ornamental design of the ‘726 patent and the corresponding design of the representative  
8 Accused Product to be substantially similar. Such an ordinary observer would be deceived  
9 into believing the design of the representative Accused Product was the same as the  
10 ornamental design claimed in the ‘726 patent

11           103. CW has directly infringed and continues to directly infringe, has actively and  
12 knowingly induced and continues to actively and knowingly induce the infringement the  
13 ‘726 patent, either literally or under the doctrine of equivalents, by making, using, selling,  
14 and/or offering for sale within the United States.

15           104. CW had notice of the ‘726 patent at least as early as December 11, 2020.  
16 Exhibit M. Despite knowledge and notice of the ‘726 patent, CW has continued to offer  
17 for sale and sell the Accused Product to customers in the United States, through Menards,  
18 without the consent or authority of Liberty. Notwithstanding this knowledge, CW has  
19 knowingly or with reckless disregard willfully infringe the ‘726 patent and has acted  
20 despite an objectively high likelihood that its actions constitute infringement of Liberty’s  
21 valid patent rights.

22           105. On information and belief, CW actively induces others to infringe the ‘726  
23 patent by selling the Accused Products to others with instructions, and with specific intent  
24 and knowledge. For example, upon information and belief, CW induced infringement of  
25 the ‘726 patent by encouraging and facilitating the infringing use of the Accused Product  
26 by users of the Accused Products in the United States, by taking active steps to encourage  
27 and facilitate others direct infringement of the ‘726 patent with knowledge of that  
28 infringement. The affirmative acts include, without limitation, offering for sale and/or

1 selling the Accused Products through Menards as shown at  
2 [https://www.menards.com/main/search.html?sf\\_categoryHierarchy=&search=cw+select](https://www.menards.com/main/search.html?sf_categoryHierarchy=&search=cw+select)  
3 and in-store as noted *supra*. CW further provides instructions on its website and as product  
4 packaging to facilitate, direct or encourage the direct infringement in the United States.  
5 CW's infringing acts have cause or continuing to cause damage and/or irreparable injury  
6 to Liberty, and Liberty will continue to suffer damage and irreparable injury unless and  
7 until CW's infringing acts are enjoined by this Court.

8 106. Liberty is entitled to injunctive relief in accordance with 35 U.S.C. §§ 271,  
9 281, 283, and 284.

10 107. CW's infringement of the '726 patent has been and continues to be willful and  
11 deliberate, justifying a trebling of damages under 35 U.S.C. § 284.

12 108. CW's infringement of the '726 patent is exceptional and entitles Liberty to  
13 attorney's fees and costs under 35 U.S.C. § 285.

14 109. Therefore, Liberty seeks judgment that CW directly infringes and/or  
15 indirectly infringes the '726 patent.

16 **PRAYER FOR RELIEF**

17 Wherefore, Liberty respectfully requests that the Court enter judgment in its favor  
18 and against CW on the patent infringement claims set forth above and respectfully requests  
19 that this Court:

20 (a) enter judgment that, CW has infringed at least one claim of the '543 patent,  
21 the '810 patent, the '093 patent, the '666 patent, the '055 patent, and the '726 patent;

22 (b) enjoining in accordance with 35 U.S.C. § 283, CW, and all affiliates,  
23 employees, agents, officers, directors, attorneys, successors, and assigns and all those  
24 acting on behalf of or in active concert or participation with CW, preliminarily and  
25 permanently from infringing the '543 patent, the '810 patent, the '093 patent, the '666  
26 patent, the '055 patent, and the '726 patent;

27 (c) award Liberty all available and legally permissible damages and relief  
28 sufficient to compensate Liberty for CW's infringement of the '543 patent, the '810 patent,

1 the '093 patent, the '666 patent, the '055 patent, and the '726 patent including to the full  
2 extent permitted by 35 U.S.C. §§ 284 and 289, together with interest, in an amount to be  
3 determined at trial;

4 (d) award Liberty treble damages under 35 U.S.C. § 284 as a result of CW's  
5 willful and deliberate infringement of the '543 patent, the '810 patent, the '093 patent, the  
6 '666 patent, the '055 patent, and the '726 patent;

7 (e) declare this to be an exception case under 35 U.S.C. § 285 and award Liberty  
8 costs, expenses and disbursements in this action, including reasonable attorneys' fees; and

9 (f) award Liberty such other and further relief that this Court deems just and  
10 proper.

11  
12 Date: December 19, 2022

**ONE LLP**

*/s/ Franklin D. Kang*

Franklin D. Kang (SBN 192314)  
23 Corporate Plaza, Suite 150-105  
Newport Beach, CA 92660  
Telephone: (949) 502-2870  
Facsimile: (949) 258-5081  
fkang@onellp.com

**OF COUNSEL:**

George D. Moustakas (*Pro Hac Vice  
forthcoming*)

**HARNES, DICKEY & PIERCE, P.L.C.**  
5445 Corporate Drive, Suite 200  
Troy, MI 48098  
Telephone: (248) 641-1600  
Facsimile: (248) 641-0270  
gdmoustakas@hdp.com

*Attorneys for Plaintiff,  
Liberty Hardware Mfg. Corp.*

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all issues triable of right by a jury.

Date: December 19, 2022

**ONE LLP**

*/s/ Franklin D. Kang*

Franklin D. Kang (SBN 192314)  
23 Corporate Plaza, Suite 150-105  
Newport Beach, CA 92660  
Telephone: (949) 502-2870  
Facsimile: (949) 258-5081  
fkang@onellp.com

**OF COUNSEL:**

George D. Moustakas (*Pro Hac Vice  
forthcoming*)

**HARNES, DICKEY & PIERCE, P.L.C.**  
5445 Corporate Drive, Suite 200  
Troy, MI 48098  
Telephone: (248) 641-1600  
Facsimile: (248) 641-0270  
gdmoustakas@hdp.com

*Attorneys for Plaintiff,  
Liberty Hardware Mfg. Corp.*