

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TEE TURTLE, LLC,

Plaintiff,

v.

RMS INTERNATIONAL (USA), INC.,

Defendant.

C.A. No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT AND TRADE DRESS INFRINGEMENT

Plaintiff Tee Turtle, LLC (“Plaintiff” or “Tee Turtle”), for its Complaint against Defendant RMS International (USA), Inc. (“Defendant” or “RMS”), states and alleges as follows:

NATURE OF ACTION

1. This is an action for patent infringement under the United States Patent Laws, 35 U.S.C. § 1, *et seq.* Defendant has infringed, and continues to infringe, directly and/or indirectly, the following United States patents owned by Tee Turtle:

- a. No. D836,168 (the “’168 Patent”);
- b. No. 10,786,746 (the “’746 Patent”);
- c. No. 11,338,215 (the “’215 Patent”); and
- d. No. 11,173,411 (the “’411 Patent”);

(collectively, the “Tee Turtle Patents”). Copies of each of the Tee Turtle Patents are attached hereto as **Exhibit A** through **Exhibit D**, respectively.

2. Specifically, Defendant has directly and/or indirectly infringed and continues to infringe each of these Tee Turtle Patents through the manufacture, use, offering to sale, and/or sale in the United States, and/or the importation into the United States, of infringing reversible plush toys.

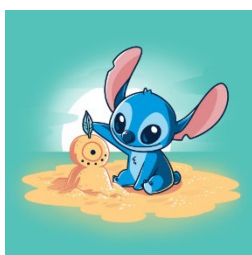
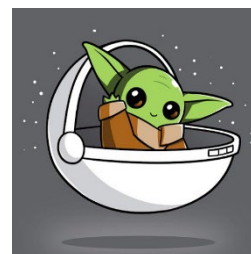
3. Tee Turtle seeks damages and other relief for Defendant's infringement of the Tee Turtle Patents. Tee Turtle also seeks damages and other relief for Defendant's infringement of Tee Turtle's distinctive trade dress, as set forth herein.

THE PARTIES

4. At all relevant times mentioned herein, Tee Turtle is and has been a Missouri limited liability company with its principal place of business in St. Louis, Missouri.

5. Tee Turtle was founded in 2012 by artist and designer, Ramy Badie. While studying neuroscience at Johns Hopkins University, Mr. Badie began designing t-shirts for various online retailers. In 2012, Mr. Badie started Tee Turtle to design and sell his own t-shirts online with characters he created. Through sheer dint of Mr. Badie's imagination and creativity, Tee Turtle has grown exponentially. As of 2022, Tee Turtle has generated hundreds of millions in sales, and acquired fame and recognition around the country and, indeed, across the globe, through its unique and novel products.

6. Today, Tee Turtle creates original designs with their own distinctive style, including cute characters with exaggerated features often placed in funny, clever, dark, or adorable scenarios. Examples of original designs created by Tee Turtle are below:



7. Tee Turtle and its team of artists continue to create original designs to great

success. It has even expanded to licenses with third parties such as Disney, Marvel, and Warner Brothers to reimagine their respective characters and properties in Tee Turtle's own style.

8. Tee Turtle has incorporated some of its popular original characters, and its distinctive artistic style, into novelty consumer goods, such as reversible plush stuffed animals that flip from one configuration to another. These are Tee Turtle's Reversible Plushies—the wildly popular line of products at issue in this action:



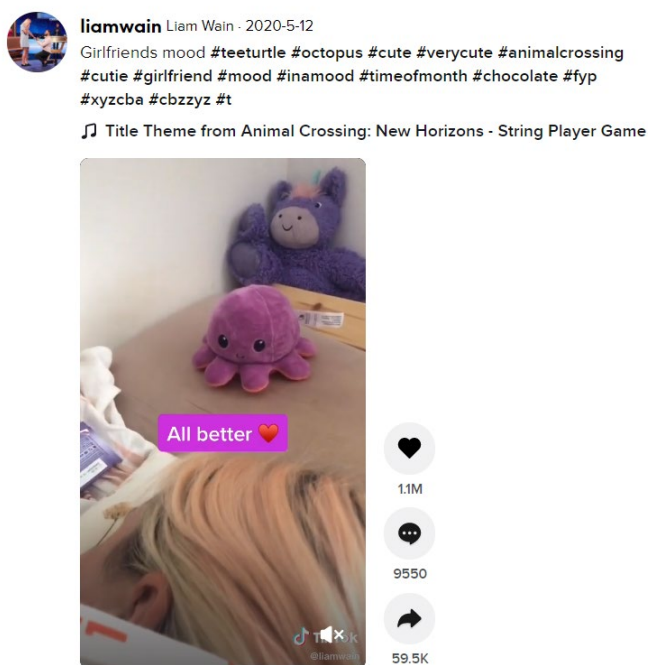
9. Mr. Badie came up with the concept of these Reversible Plushies, including the contrasting color schemes and alternating faces with dichotomous expressions.

10. Since introducing the Reversible Plushies in 2017, Tee Turtle invested substantial time and resources in developing its product line, and has gone to great lengths to protect its investment, including obtaining intellectual property such as patents and copyrights that cover various aspects of its designs.

11. Tee Turtle offers its products, including its popular Reversible Plushies, for sale on its website, www.teeturtle.com, in retail stores, at conventions, and on other internet platforms. For example, Tee Turtle sells its Reversible Plushies on www.amazon.com, where it is frequently the number one bestselling toy on the platform. Additionally, Tee Turtle's Reversible Plushies are sold in brick-and-mortar stores across the United States, including Hot Topic, Barnes & Noble, CVS, Claire's, Six Flags, and Ripley's Believe It or Not. The Reversible Plushies have gone viral on TikTok and other social media platforms, fueling the craze surrounding the toys. To date, Tee Turtle has sold millions of Reversible Plushies.

12. In addition to its patent rights, Tee Turtle owns trade dress rights in the overall appearance of its Reversible Plushies. Tee Turtle’s popularity with consumers and success in the market are widely recognized, and the Reversible Plushies have been featured in unsolicited media. The Reversible Plushies have been the subject of several “viral” TikTok videos, with each video reaching hundreds of thousands of consumers and potential consumers. These viral videos have generated millions of views and likes. As an example, below is a screenshot of a TikTok video featuring the Reversible Octopus Plushies that went viral in May 2020. This video alone—which features the hashtag “#teeturtle”—has been viewed over 8 million times, and has over 1 million likes:

https://www.tiktok.com/@liamwain/video/6825970880972066053?lang=en&is_copy_url=0&is



13. Indeed, Tee Turtle’s trade dress rights have been recognized by several federal courts.

14. Upon information and belief, at all relevant times mentioned herein, Defendant RMS International (USA), Inc. (“Defendant”) is and has been a Delaware corporation with a principal place of business at 40 Shattuck Road Suite 204, Andover Massachusetts 01810.

15. Defendant is a participant in the stuffed animal market. Defendant's line of infringing reversible plush stuffies, tellingly and confusingly called "Reversaplushes," are a close copy of Tee Turtle's Reversible Plushies. Tee Turtle has a good faith basis to believe that the Reversaplush Products infringe on Tee Turtle's trade dress and patent rights. Tee Turtle is aware of several styles of Reversaplushes that infringe on Tee Turtle's rights, including but not limited to the reversible emotions unicorn, reversible emotions octopus, and reversible emotions dog ("Reversaplush Products"). Defendant markets its infringing Reversaplushes through online and retail stores throughout the United States and around the world.

16. Defendant's advertisements for its products, including the websites <https://www.thetoystore.com/animals/Reversaplush-Rainbow-Bunny-Reversible-Soft-Toy/p/556204>, and <https://www.thetoystore.com/animals/unicorns/Reversaplush-Rainbow-Unicorn-Reversible-Soft-Toy/p/556203>, and [Reversaplush Rainbow Octopus Reversible Soft Toy 0M+ - Lava.mt](#), advertise and feature the "reversible" nature of the Reversaplush Products, and the opposing emotions on each side: "Double sided design allows you to flip your soft toy to reveal a smile or frown." Screenshots from these advertisements are shown below:

Entertainer
TheToyShop.com

Search

Type of Toy ▾ Star Buys Offers Toys Under £10 Christmas ▾ Brands ▾

ies / Animal Figures / Bunny Reversible Soft Toy

Reversaplush Rainbow Bunny Reversible Soft Toy

Age: 0 months+



£6.00

Home Delivery Selected
Standard Delivery available for £2.99 (up to 3 working days). Express Delivery available for £5.1

Click & Collect Available
Available to pick up for FREE from our stores in at least 30 minutes.

- 1 + [Add to basket](#)

Klarna Pay in 30 days. No fees. [Learn more](#)

[Add to Wishlist](#) [Share](#)

[Details](#) [Shipping](#) [Questions](#)

This reversible cute plush toy is ideal gift for kids of any ages. It is soft and colourful with one colour on one side and rainbow tie dye on reverse.

Product features:

- Double-sided design allows you to flip your soft toy to reveal a smile or frown
- Get the best hugs from this soft and cuddly toy
- Tie-dye colours making each one unique
- Suitable for ages 0 years +

Entertainer
TheToyShop.com

Search

Type of Toy ▾ Star Buys Offers Toys Under £10 Christmas ▾ Brands ▾

ies / Animal Figures / Unicorn toys / Unicorn Reversible Soft Toy

Reversaplush Rainbow Unicorn Reversible Soft Toy

Age: 0 months+



£6.00

Home Delivery Selected
Standard Delivery available for £3.49 (up to 5 working days). Express Delivery available for £

Click & Collect Available
Available to pick up for FREE from our stores in at least 30 minutes.

- 1 + [Add to basket](#)

Klarna Pay in 30 days. No fees. [Learn more](#)

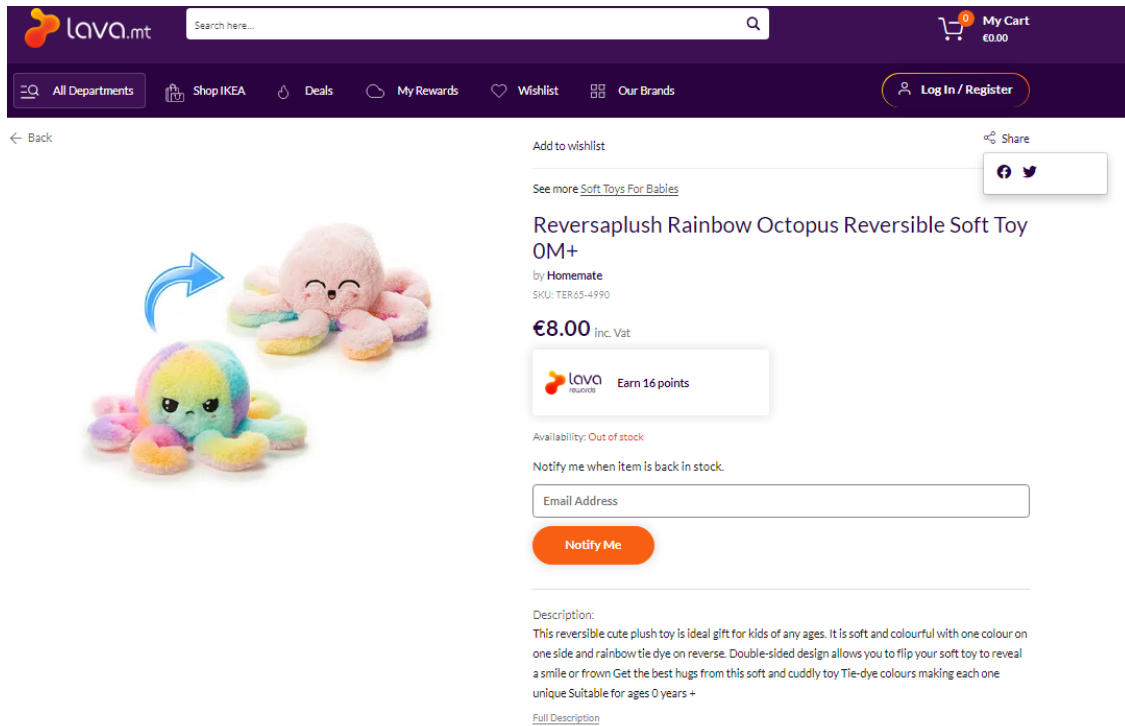
[Add to Wishlist](#) [Share](#)

[Details](#) [Shipping](#) [Questions](#)

This reversible cute plush toy is ideal gift for kids of any ages, it is soft and colourful with one colour on one side and rainbow tie dye on reverse

Product features:

- Double-sided design allows you to flip your soft toy to reveal a smile or frown
- Get the best hugs from this soft and cuddly toy
- Tie-dye colours making each one unique
- Suitable for ages 0 years +



17. A side-by-side comparison of the images advertising Tee Turtle's Reversible Plushies (left) and Defendant's Reversaplushes (right) shows the extensive similarities:



18. Tee Turtle is being harmed by Defendant's infringement. And, to the extent that there is harm that is compensable by money damages, Tee Turtle would be entitled to past damages because it has marked its products and provided actual notice to Defendant.

JURISDICTION AND VENUE

19. This patent infringement action arises under the patent laws of the United States, including 25 U.S.C. § 101 et seq.

20. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

21. Venue in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400.

22. This Court has personal jurisdiction over Defendant, as, upon information and belief, it is a Delaware corporation with a registered agent located in New Castle County, Delaware and a principal place of business at 40 Shattuck Road Suite 204, Andover Massachusetts 01810. Tee Turtle is informed and believes and thereupon alleges that Defendant is marketing its infringing Reversaplushes throughout Delaware, including in this District.

FACTUAL ALLEGATIONS

A. Tee Turtle's Patents and its Reversible Plushies

23. Tee Turtle holds multiple design patents that cover reversible plush toys. One of those patents, the '168 Patent, titled "Reversible Plush Toy," was filed on May 31, 2018, and issued on December 18, 2018. *See Exhibit A*. It includes one claim for "the ornamental design for a reversible plush toy, as shown and described" in 8 drawing sheets, which depict the design of a reversible plush toy. The '168 Patent will sometimes be referred to herein as the "Design Patent" or "Tee Turtle Design Patent."

24. Tee Turtle also holds multiple utility patents that cover reversible plush toys. The '746 Patent, titled "Reversible Toy," was filed on December 20, 2017, and issued on September 29, 2020. *See Exhibit B*. It includes 29 claims disclosing a novel reversible plush toy.

25. The '215 Patent, titled "Reversible Toy," was filed on May 24, 2019, and issued

on May 24, 2022. *See* **Exhibit C**. It includes 20 claims disclosing “embodiments directed to a reversible toy.”

26. The ’411 Patent, titled “Reversible Toy,” titled “Dual Body Convertible Toy with Flexible Bottom Edge,” was filed on May 24, 2019, and issued on November 16, 2021. *See* **Exhibit D**. It includes 20 claims disclosing “embodiments directed to a reversible toy.”

27. The ’746 Patent, ’215 Patent, and ’411 Patent will sometimes be referred to collectively herein as the “Utility Patents” or “Tee Turtle Utility Patents.”

28. Each of the Tee Turtle Patents described above and attached hereto are owned by Tee Turtle, and are valid, enforceable, and currently in full force and effect. Further, the ’746 Patent has recently survived a rigorous evaluation, as it was recently reexamined by the USPTO. Thus, the presumption of validity has been further heightened with respect to the ’746 Patent, as it has been upheld upon reexamination.

29. As set forth above, Tee Turtle designed and markets a line of reversible plush toys that incorporate and practice its intellectual property rights, examples of which are available at <https://toys.teeturtle.com/collections/all-plushies> (“Reversible Plushies”). As detailed above, these Reversible Plushies have been a popular and highly successful product line for Tee Turtle. The Reversible Plushies incorporate and adopt the design and functionality protected by the Tee Turtle Patents.

B. Defendant’s Infringing Activities

30. Defendant’s violation of Tee Turtle’s intellectual property rights has and will continue to cause significant damage to Tee Turtle’s market, including lost sales, lost market share, lost reputation, and diminution of brand value. The “Reversaplush” products that infringe



on Tee Turtle’s rights come in a variety of styles—including, without limitation, the reversible emotions unicorn and reversible emotions dog (the “Reversaplush Products”):



a. Infringement of the Design Patent

31. Defendant’s Reversaplush Products infringe Tee Turtle’s Design Patent.

32. As an example of Defendant’s infringement, below is a comparison of one of Defendant’s products, the reversible emotions dog Reversaplush, with the claims of the Tee Turtle Design Patent (note that the dashed lines in the design patents provide context but are not required for infringement):

Reversaplush Reversible Emotions Dog	Tee Turtle’s Patent No. D836,168
	 FIG. 2
	 FIG. 9


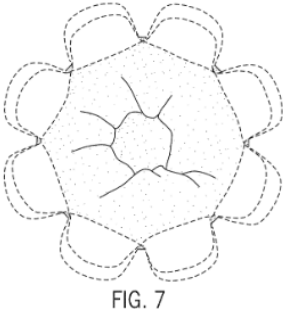
33. At no time has Tee Turtle given Defendant permission, license, or authorization to use any of the Tee Turtle Patents.

34. On December 27, 2021, Tee Turtle’s counsel, Case Collard, sent a cease and desist letter to Defendant, informing Defendant of its infringing activities, and enclosing copies of the ’168 Patent and the ’746 Patent.

35. Thereafter, over the course of the next several months, through their counsel, Tee Turtle and Defendant engaged in efforts to resolve this dispute. To this end, counsel exchanged correspondence throughout 2022. In this correspondence, Tee Turtle presented in detail the basis of Tee Turtle’s infringement claims. Although the parties negotiated in an effort to amicably resolve the matter, they were unable to reach an agreement.

36. Significantly, during that correspondence, Defendant’s counsel claimed that Defendant had re-designed its Reversaplush Products. However, the re-designed Reversaplush Products (“Re-Designed Reversaplush Products”) continue to infringe on Tee Turtle’s patents and trade dress, including the ’168 Patent.

37. For example, although Defendant represented that the Re-Designed Reversaplush Products had a substantially different crevice through which the Re-Designed Reversaplush Products reversed, as shown below, the crevice in fact remains substantially the same.

Re-Designed Reversaplush Product	Tee Turtle’s Patent No. D836,168
	

38. The shape in the opening of the Re-Designed Reversaplush Products continues to infringe the '168 Patent.

39. A full claim chart depicting Defendant's infringement of the Tee Turtle Design Patent with respect to the Reversaplush Products (original and re-designed) is attached hereto as **Exhibit E**.

b. Infringement of the Utility Patents

40. Defendant's Reversaplush Products and Re-Designed Reversaplush Products also infringe Tee Turtle's Design Patents, as set forth below.

i. The '746 Patent

41. In the same cease and desist letter sent on December 27, 2021, Tee Turtle's counsel, Case Collard, advised Defendant that Defendant's Reversaplush Products infringe Tee Turtle's '746 Patent, and enclosed a copy of the '746 Patent.

42. For example, claim 1 of the '746 Patent recites:

A reversible toy comprising:

A body including first and second material layers defining opposing first and second surfaces, the first and second material layers defining a sealed cavity, the sealed cavity positioned between the first and second material layers, wherein the body reversible between first and second positions to alternatingly present the first and second surfaces as an outer body surface defining an exterior of the body, the other of the first and second surfaces alternatingly defining a stored body surface defining an interior cavity within the body, wherein the exterior of the body defines the same shape in both the first and second positions;


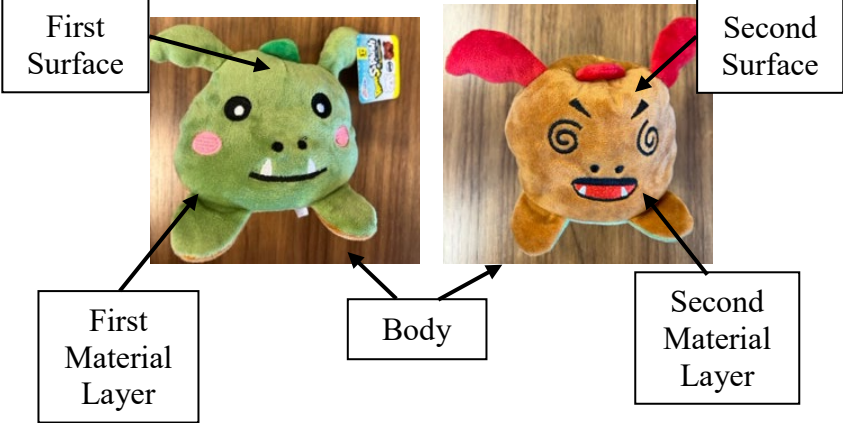
a fill material occupying the sealed cavity, wherein the fill material occupies the entire space throughout the sealed cavity where the first or second surface defines the stored body surface defining in the interior cavity;

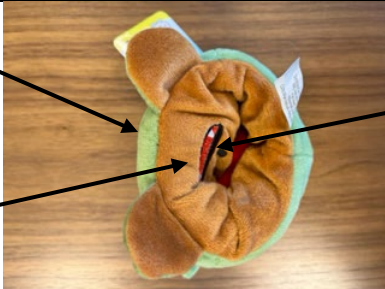
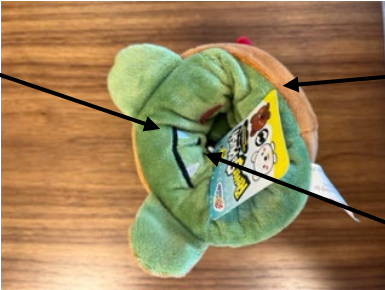


an opening to the interior cavity, having a diameter, wherein at least portions of the body collapse through the opening when the body is moved between the first and second positions; and

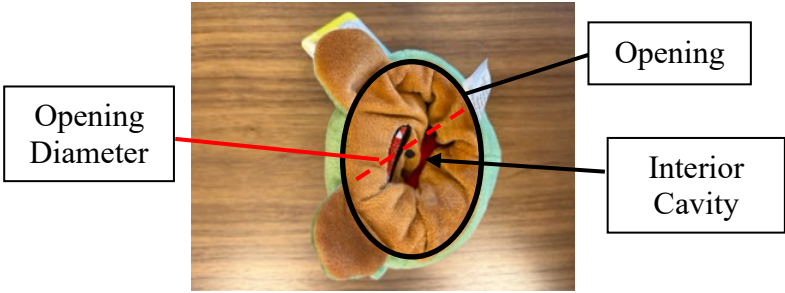
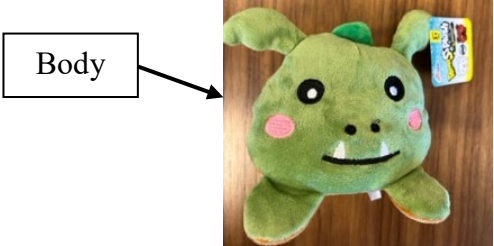
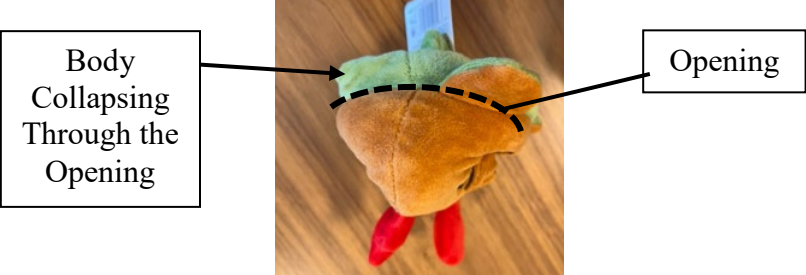
a retainer defining the diameter of the opening, the diameter of the opening being smaller than a maximum diameter of the body to retain a shape of the body as the body switches between the first and second positions, wherein a diameter of the retainer and the opening remains substantially constant as the body switches between the first and second positions.

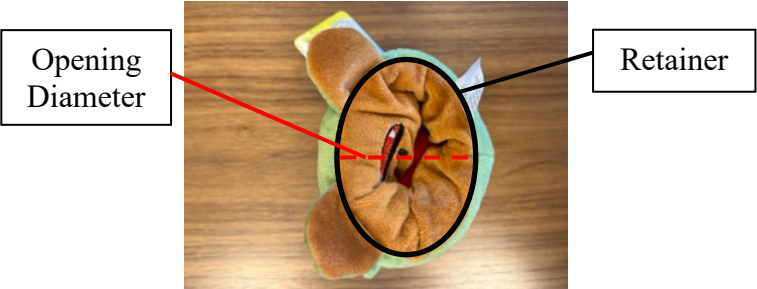
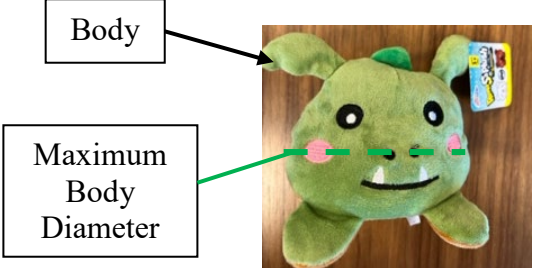
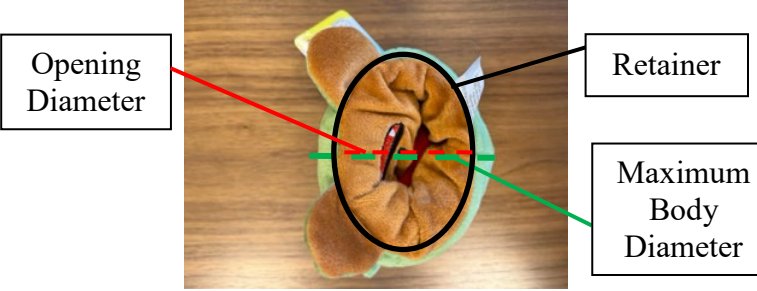
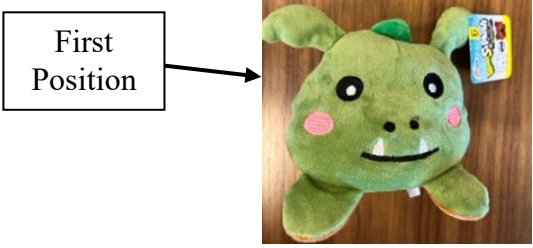
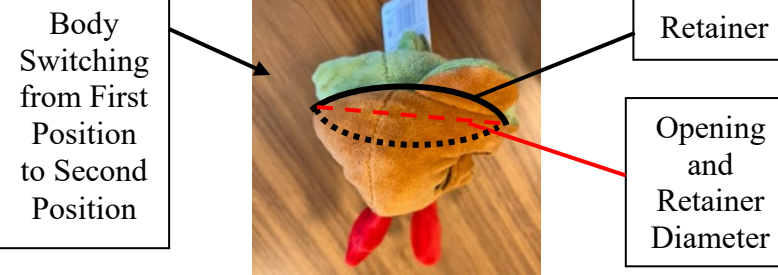
See Exhibit B.

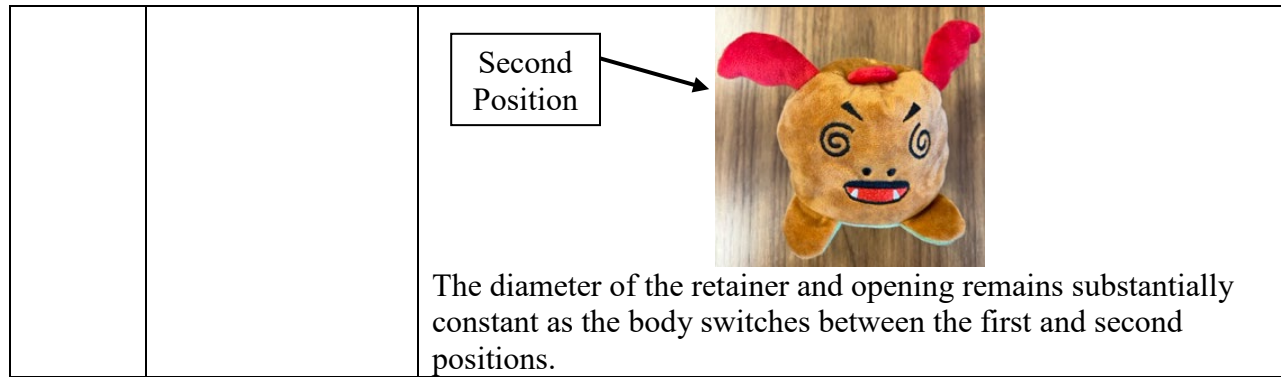
43. As an example of Defendant’s infringement, below is a comparison of a Reversaplush product, with one of the independent claims from the ’746 Patent:

Tee Turtle’s U.S. Patent No. 10,786,746		
Element	Claim No. 1	Exemplary Reversaplush Product
1	A reversible toy comprising:	 <p>The Reversaplush Products are reversible plush toys.</p>
a	a body including first and second material layers defining opposing first and second surfaces, the first and second material layers defining a sealed cavity, the sealed cavity positioned between the first and second material layers,	 <p>The first and second material layers define opposing first and second surfaces. The first material here is a primarily green material, the second material here is a primarily brown material. The first material layer and second material later are joined to define a sealed cavity positioned between the layers.</p>
b	wherein the body reversible between first and second positions to	<p style="text-align: center;"><u>First Position:</u></p> <div style="border: 1px solid black; padding: 5px; display: inline-block;">1st Surface, Outer Body Surface</div>

	<p>alternatingly present the first and second surfaces as an outer body surface defining an exterior of the body, the other of the first and second surfaces alternatingly defining a stored body surface defining an interior cavity within the body,</p>	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; padding: 5px;">2nd Surface, Stored Body Surface</div>  <div style="border: 1px solid black; padding: 5px;">Interior Cavity</div> </div> <p style="text-align: center;"><u>Second Position:</u></p> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; padding: 5px;">1st Surface, Stored Body Surface</div>  <div style="border: 1px solid black; padding: 5px;">2nd Surface, Outer Body Surface</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">Interior Cavity</p> </div> </div> <p>The body is reversible between a first position and second position to alternatingly present the first surface (green) and the second surface (brown) as the outer body surface, the surface that is not the outer body surface defines a stored body surface in an interior cavity within the body.</p>
<p>c</p>	<p>wherein the exterior of the body defines the same shape in both the first and second positions;</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p><u>First Position:</u></p>  </div> <div style="text-align: center;"> <p><u>Second Position:</u></p>  </div> </div> <p>The exterior of the body defines the same shape in both the first and second positions.</p>

<p>d</p>	<p>a fill material occupying the sealed cavity, wherein the fill material occupies the entire space throughout the sealed cavity when the first or second surface defines the stored body surface defining in the interior cavity;</p>	<p>The Reversaplush Products have a fill material that occupies the entire space throughout the sealed cavity when the first or second surface defines the stored body surface defining the interior cavity.</p>
<p>e</p>	<p>an opening to the interior cavity, having a diameter, wherein at least portions of the body collapse through the opening when the body is moved between the first and second positions; and</p>	<div style="text-align: center;">  <p>The top image shows a cross-section of the plush toy's body. A black circle highlights the interior cavity, and a red dashed line indicates the diameter of an opening. Labels with arrows point to 'Opening', 'Interior Cavity', and 'Opening Diameter'.</p> </div> <div style="text-align: center;">  <p>The middle image shows the plush toy in its upright, first position. A label 'Body' with an arrow points to the toy.</p> </div> <div style="text-align: center;">  <p>The bottom image shows the plush toy in its second position, where the body has collapsed through an opening. A dashed line indicates the collapsed state. Labels with arrows point to 'Body Collapsing Through the Opening' and 'Opening'.</p> </div> <p>The body collapses through the opening when the body is moved between the first and second positions.</p>

<p>f</p>	<p>a retainer defining the diameter of the opening, the diameter of the opening being smaller than a maximum diameter of the body to retain a shape of the body as the body switches between the first and second positions,</p>	 <p>The stitching between the first material layer and second material layer is a retainer defining the diameter of the opening.</p>  
<p>g</p>	<p>wherein a diameter of the retainer and the opening remains substantially constant as the body switches between the first and second positions.</p>	 


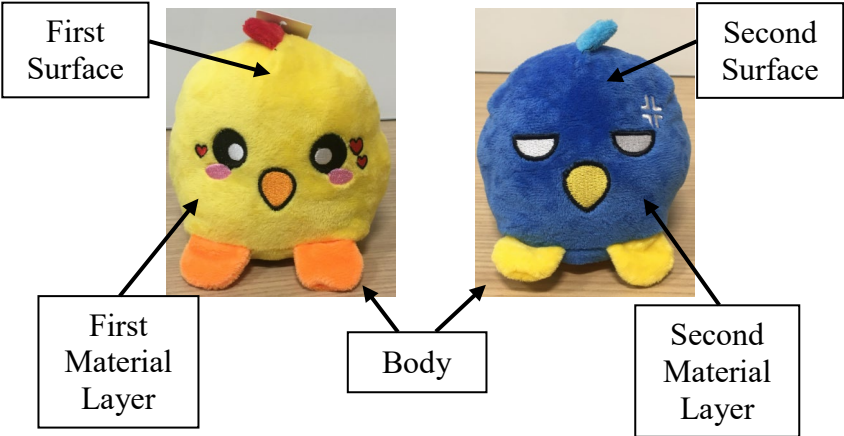


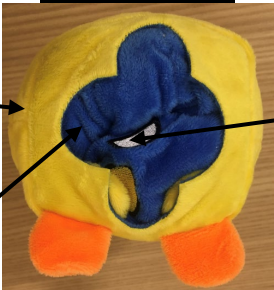
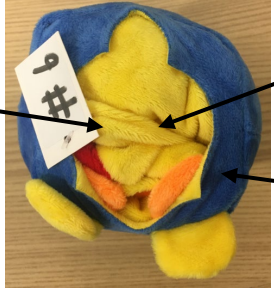


44. At no time has Tee Turtle given Defendant permission, license, or authorization to use any of the Tee Turtle Patents.

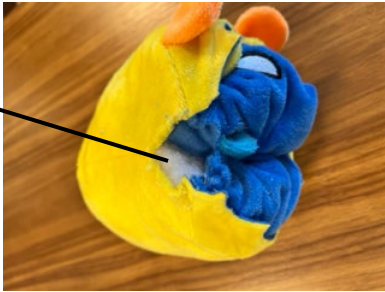
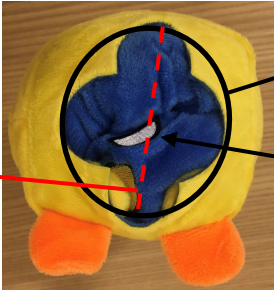


45. As noted above, Defendant claims to have re-designed its infringing products. However, the Re-Designed Reversaplush Products continue to infringe Tee Turtle’s ’746 Patent, and also infringe two other Tee Turtle Utility Patents—the ’215 Patent and the ’411 Patent.

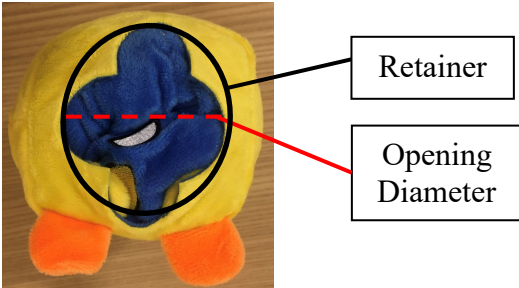
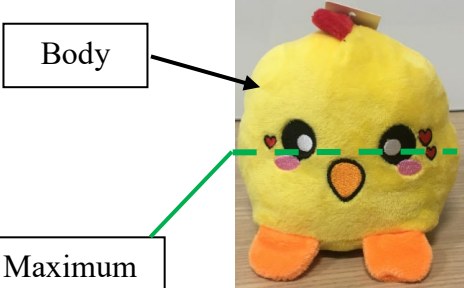
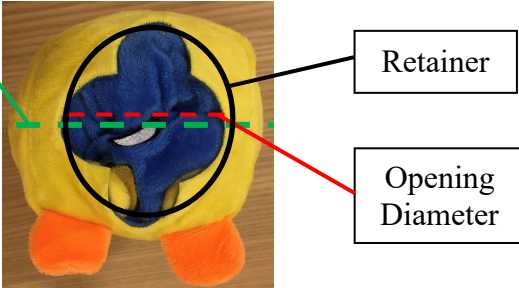
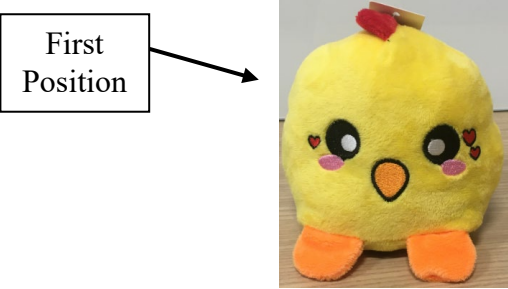
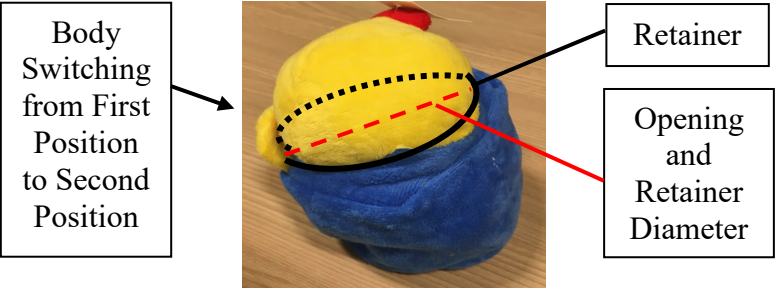
46. For example, Defendant has claimed to have altered the shape of the retainer in the Re-Designed Reversaplush Products. However, independent claim 1 of the ’746 Patent does not claim any one shape of the retainer. Rather, it claims “a retainer defining the diameter of the opening.” *See* Exhibit B (’746 Patent), Claim 1. The specification further provides that the “opening may be defined by the body, such as by the terminal edges of the body portions” and the “retainer may be defined by the length of the terminal edges.” *See* Exhibit B (’746 Patent Specification) at 6:5-7, 6:45-47.

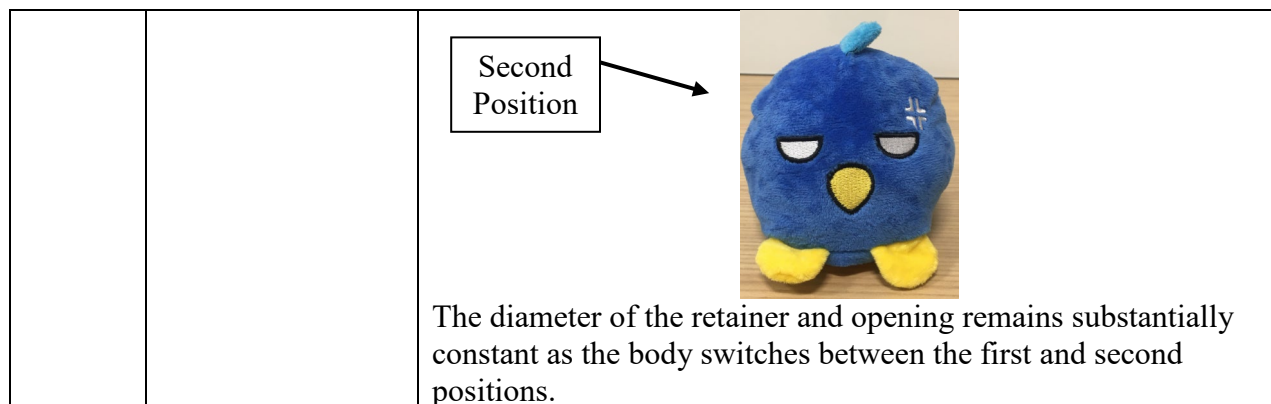
47. While it appears that the body of the Re-Designed Reversaplush Products has terminal edges of varying lengths, creating a retainer with an undulating or sinusoidal shape, the Re-Designed Reversaplush Products nonetheless include a retainer defining the diameter of the opening. As a result, the Re-Designed Reversaplush Products continue to infringe at least claim 1 of the ’746 Patent.

Tee Turtle's U.S. Patent No. 10,786,746		
Element	Claim No. 1	Exemplary Re-Designed Reversaplush Product
1	A reversible toy comprising:	 <p>The Re-Designed Reversaplush Products are reversible plush toys.</p>
a	a body including first and second material layers defining opposing first and second surfaces, the first and second material layers defining a sealed cavity, the sealed cavity positioned between the first and second material layers,	 <p>The first and second material layers define opposing first and second surfaces. The first material here is a primarily yellow material, the second material here is a primarily blue material. The first material layer and second material later are joined to define a sealed cavity positioned between the layers.</p>

<p>b</p>	<p>wherein the body reversible between first and second positions to alternately present the first and second surfaces as an outer body surface defining an exterior of the body, the other of the first and second surfaces alternately defining a stored body surface defining an interior cavity within the body,</p>	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="text-align: center; margin-bottom: 10px;"> <p>First Position:</p>  </div> <div style="text-align: center; margin-bottom: 10px;"> <p>Second Position:</p>  </div> <p>The body is reversible between a first position and second position to alternately present the first surface (yellow) and the second surface (blue) as the outer body surface, the surface that is not the outer body surface defines a stored body surface in an interior cavity within the body.</p> </div>
<p>c</p>	<p>wherein the exterior of the body defines the same shape in both the first and second positions;</p>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>First Position:</p>  </div> <div style="text-align: center;"> <p>Second Position:</p>  </div> </div> <p>The exterior of the body defines the same shape in both the first and second positions.</p>

<p>d</p>	<p>a fill material occupying the sealed cavity, wherein the fill material occupies the entire space throughout the sealed cavity when the first or second surface defines the stored body surface defining in the interior cavity;</p>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Fill Material</div>  </div> <p>The Re-Designed Reversaplush products have a fill material (white) that occupies the entire space throughout the sealed cavity when the first or second surface defines the stored body surface defining the interior cavity.</p>
<p>e</p>	<p>an opening to the interior cavity, having a diameter, wherein at least portions of the body collapse through the opening when the body is moved between the first and second positions; and</p>	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="display: flex; align-items: center; margin-bottom: 20px;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Opening Diameter</div>  <div style="border: 1px solid black; padding: 5px; margin-left: 10px;">Opening</div> </div> <div style="display: flex; align-items: center; margin-bottom: 20px;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Body</div>  </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Body Collapsing Through the Opening</div>  <div style="border: 1px solid black; padding: 5px; margin-left: 10px;">Opening</div> </div> </div> <p>The body collapses through the opening when the body is moved between the first and second positions.</p>

<p>f</p>	<p>a retainer defining the diameter of the opening, the diameter of the opening being smaller than a maximum diameter of the body to retain a shape of the body as the body switches between the first and second positions,</p>	 <p>The stitching between the first material layer and second material layer is a retainer defining the diameter of the opening.</p>  
<p>g</p>	<p>wherein a diameter of the retainer and the opening remains substantially constant as the body switches between the first and second positions.</p>	 



48. As noted above, the '746 Patent, which already is presumptively valid, has recently survived a rigorous evaluation, as it was recently reexamined by the USPTO. Thus, the presumption of validity has been further heightened, as it has been upheld upon reexamination.

ii. The '215 Patent and '411 Patent

49. Further, the Re-Designed Reversaplush Products also infringe Tee Turtle's '215 Patent and '411 Patent, as Tee Turtle's counsel informed Defendant in its August 29, 2022, letter enclosing copies of those patents.

50. With respect to the '215 Patent, Tee Turtle informed Defendant in a letter dated May 2, 2022, that Tee Turtle's U.S. Patent Application No. 16/422,217 had been recently allowed. Tee Turtle notified Defendant in its August 29, 2022, letter that the application had issued as U.S. Patent No. 11,338,215, and Tee Turtle enclosed a copy of that patent.

51. As Tee Turtle has informed Defendant, the '215 Patent also does not claim any particular shape of the opening. For example, claim 1 of the '215 Patent recites:

A reversible toy comprising:

a body including first and second material layers defining opposing first and second surfaces, the first and second material layers defining a sealed cavity therebetween, the sealed cavity filled with a fill material that spaces the first and second material layers apart, wherein the fill material is a separate material than the first and second material layers and the body is reversible between first and second positions to alternatingly present the first and second

surfaces as an outer body surface defining an exterior of the body, the other of the first and second surfaces alternately defining a stored body surface defining an interior cavity within the body having a closed top end, wherein the fill material defines the same shape for the first and second material layers in both the first and second positions; and

an opening to the interior cavity positioned opposite of the closed top end, the opening defined by the body and having a diameter, wherein the first and second material layers and the fill material collapse into the interior cavity and through the opening when the body is moved between the first and second positions, such that the first and second material layers and the fill material deform to transition into the second position;

wherein the diameter is defined by a stitched edge, the stitched edge defining a terminal bottom edge of both the first and second material layers.

See Exhibit C (emphasis added).

52. The Re-Designed Reversaplush Products practice each and every limitation of this claim. Further, the Re-Designed Reversaplush Products infringe at least claims 1, 8, and 15 of the '215 Patent.

53. In addition, the Re-Designed Reversaplush Products infringe the '411 Patent. Tee Turtle also gave Defendant notice of its infringement of the '411 Patent in its August 29, 2022, letter. Claim 1 of the '411 Patent recites:

A reversible toy comprising:

a body including first and second material layers coupled by a retainer, wherein the body defines an opening to an interior cavity, the interior cavity having a closed top end positioned opposite the opening;

the body is reversible between a first position and a second position by collapsing at least a portion of the body through the opening;

in the first position, the first material layer forms an outer surface of the reversible toy and the second material layer forms an inner surface of the reversible toy, wherein the inner surface defines the interior cavity and the closed top end;

in the second position, the second material layer forms the outer surface of the reversible toy and the first material layer forms the inner surface of the reversible toy and the closed top end; and

the retainer couples the first and second material layers and defines an undulating terminal bottom edge of the body from the first and second material layers in both the first and second positions, the undulating terminal bottom edge defining a sinusoidal edge of the opening of the reversible toy when the body is in either the first position or the second position.

See Exhibit D (emphasis added).

54. The Re-Designed Reversaplush Products practice each and every limitation of this claim, as well. The '411 Patent specifically claims a reversible plush toy having a “retainer” that “couples the first and second material layers and defines an undulating terminal bottom edge of the body from the first and second material layers in both the first and second positions, the undulating terminal bottom edge defining a sinusoidal edge of the opening of the reversible toy when the body is in either the first position or the second position.” This reads directly on the retainer of the Re-Designed Reversaplush Products. The Re-Designed Reversaplush Products infringe at least claims 1, 8, and 15 of the '411 Patent.

55. Despite having been informed of Tee Turtle’s Patents, Defendant continues to sell, offer for sale, distribute, and/or manufacture its infringing Reversaplush Products and its infringing Re-Designed Reversaplush Products. Defendant’s ongoing infringement is willful. Tee Turtle gave Defendant notice of each and every one of these patents, as well Defendant’s infringement. In fact, after receiving notice of the '168 Patent and the '746 Patent, Defendant claimed to have deliberately re-designed the infringing products. Yet, the Re-Designed Reversaplush Products continue to infringe—and, as Tee Turtle has notified Defendant, the Re-Designed Reversaplush Products also infringe the '215 and '411 Patents.

56. Defendant sells the infringing Reversaplush Products and/or Re-Designed Reversaplush Products in direct competition with Tee Turtle’s Reversible Plushies, which practice the Tee Turtle Patents.

COUNT I

**Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. D836,168
(Reversaplush Products)**

57. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

58. As described herein, Defendant's infringing Reversaplush Products have been and are infringing one or more claims of the '168 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '168 Patent.

59. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

60. Defendant's infringement of the '168 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT II

**Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. D836,168
(Re-Designed Reversaplush Products)**

61. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

62. As described herein, Defendant's infringing Re-Designed Reversaplush Products have been and are infringing one or more claims of the '168 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '168 Patent.

63. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

64. Defendant's infringement of the '168 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT III
Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. 10,786,746
(Reversaplush Products)

65. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

66. As described herein, Defendant's infringing Reversaplush Products have been and are infringing one or more claims of the '746 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '746 Patent.

67. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

68. Defendant's infringement of the '746 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT IV

**Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. 10,786,746
(Re-Designed Reversaplush Products)**

69. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

70. As described herein, Defendant's infringing Re-Designed Reversaplush Products have been and are infringing one or more claims of the '746 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '746 Patent.

71. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

72. Defendant's infringement of the '746 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT V

**Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. 11,338,215
(Re-Designed Reversaplush Products)**

73. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

74. As described herein, Defendant's infringing Reversaplush Products have been and are infringing one or more claims of the '215 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '215 Patent.

75. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

76. Defendant's infringement of the '215 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT VI

Patent Infringement Under 35 U.S.C. § 271 of United States Patent No. 11,173,411 (Re-Designed Reversaplush Products)

77. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

78. As described herein, Defendant's infringing Reversaplush Products have been and are infringing one or more claims of the '411 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering to sell, and/or selling in the United States products that are covered by one or more claims of the '411 Patent.

79. Tee Turtle is informed and believes and thereupon alleges that the acts and conduct of Defendant complained of herein constitute willful infringement.

80. Defendant's infringement of the '411 Patent has caused and will continue to cause Tee Turtle substantial and irreparable injury, for which Tee Turtle is entitled to all of the relief provided by 35 U.S.C. §§ 281, 283, 284, and 285, including but not limited to injunctive relief or, should the Court find harm that is compensable by money damages, compensatory damages including lost profits and not less than the amount of a reasonable royalty, interest, costs, enhanced damages, and reasonable attorney's fees, as the court deems just and appropriate.

COUNT VII

Trade Dress Infringement Under Lanham Act § 43, 15 U.S.C. § 1125(a)

81. Tee Turtle re-alleges and incorporates herein by this reference each of the preceding allegations in this Complaint.

82. Tee Turtle has used the distinctive trade dress associated with its Reversible Plushies in interstate commerce continuously since 2017. Tee Turtle has invested substantial time, effort, and financial resources promoting its trade dress in connection with the marketing and sale of its Reversible Plushies in interstate commerce. Through this investment, the overall appearance of Tee Turtle's Reversible Plushies, including for example, reversible plush toys with cartoonish animal characters having different facial expressions or conveying different emotions, have become associated with Tee Turtle's brand.

83. Tee Turtle's trade dress is nonfunctional and distinctive.

84. Tee Turtle's trade dress is valid through an establishment of secondary meaning in the marketplace because consumers associate that trade dress with a single source of origin. Tee Turtle's trade dress has been acknowledged as valid in prior litigation.

85. Defendant manufactures, markets, advertises, and sells in interstate commerce using a trade dress that is identical or confusingly similar to Tee Turtle's trade dress.

86. Tee Turtle did not authorize or license the use of its distinctive trade dress on or in connection with the infringing Reversaplus Products or the Re-Designed Reversaplus Products. On information and belief, Defendant has manufactured, advertised, and sold the infringing Reversaplus Products and Re-Designed Reversaplus Products using Tee Turtle's trade dress with the intention of misleading, deceiving, or confusing customers as to the origin of their goods and of trading on Tee Turtle's reputation and goodwill.

87. Defendant's unauthorized use of Tee Turtle's trade dress in interstate commerce constitutes infringement of Tee Turtle's rights, in violation of 15 U.S.C. § 1125(a).

88. By reason of the foregoing, Tee Turtle has been and will continue to be irreparably harmed and damaged. Tee Turtle is entitled to injunctive relief pursuant to 15 U.S.C. § 1116. Tee Turtle's remedies at law are inadequate to compensate for this harm.

PRAYER FOR RELIEF

WHEREFORE, Tee Turtle prays for judgment against Defendant, as follows:

A. That the Court enter a judgment finding that Defendant's Reversaplush Products have infringed one or more of the claims in the '168 Patent under 35 U.S.C. § 271.

B. That the Court enter a judgment finding that Defendant's Re-Designed Reversaplush Products have infringed one or more of the claims in the '168 Patent under 35 U.S.C. § 271.

C. That the Court enter a judgment finding that Defendant's Reversaplush Products have infringed one or more of the claims in the '746 Patent under 35 U.S.C. § 271.

D. That the Court enter a judgment finding that Defendant's Re-Designed Reversaplush Products have infringed one or more of the claims in the '746 Patent under 35 U.S.C. § 271.

E. That the Court enter a judgment finding that Defendant's Re-Designed Reversaplush Products have infringed one or more of the claims in the '215 Patent under 35 U.S.C. § 271.

F. That the Court enter a judgment finding that Defendant's Re-Designed Reversaplush Products have infringed one or more of the claims in the '411 Patent under 35 U.S.C. § 271.

G. Awarding Tee Turtle damages compensating it for harms sustained as a

consequence of Defendant's misconduct as described herein, trebled in accordance with 15 U.S.C. § 1117(a).

H. Awarding punitive damages.

I. Awarding Tee Turtle its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a), on the ground that this is an exceptional case.

J. That the Court enter a judgment enjoining Defendant and its officers, directors, agents, servants, employees, affiliates, attorneys, and all others acting in privity or in concert with them, and their investors, partners, parents, subsidiaries, divisions, successors, and assigns, from further acts of infringement of the Tee Turtle Patents during the pendency of this case or after a final judgment in this case.

K. Should the Court find harm that is compensable by money damages, a judgment awarding Tee Turtle all damages adequate to compensate for Defendant's infringement of the Tee Turtle Patents and/or Defendant's total profits pursuant to 35 U.S.C. § 284, and in no event less than a reasonable royalty for each of Defendant's acts of infringement, including all pre-judgment and post-judgment interest at the maximum rate permitted by law.

L. That the Court determine that such infringement was willful and award Tee Turtle treble damages under 35 U.S.C. § 284.

M. That the Court enter an order declaring this an exceptional case and awarding Tee Turtle its costs and disbursements, including reasonable attorney's fees, under 35 U.S.C. § 285.

N. That the Court award Tee Turtle pre- and post-judgment interest.

O. That the Court award Tee Turtle such other and further relief as the Court may deem just and proper.

JURY DEMAND

Tee Turtle demands that all claims or causes of action raised in this Complaint be tried by a jury to the fullest extent possible under the United States Constitution.

Dated: December 16, 2022

DORSEY & WHITNEY (DELAWARE) LLP

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