

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

**BROAN-NUTONE LLC**

Plaintiff,

v.

**CONGLOM HONG KONG LIMITED**

Defendant.

Civil Action No.: 2:23-cv-00393

Jury Trial Demanded

**COMPLAINT**

Plaintiff Broan-NuTone LLC (“Broan”) by and through its attorneys, for its Complaint against Defendant, Conglom Hong Kong Limited (“Conglom”), hereby demands a jury trial and alleges as follows:

**NATURE OF THE ACTION**

1. This is a Complaint for patent infringement of U.S. Patent Nos. 10,539,329 (“the ‘329 patent,” attached as Exhibit A) and 11,519,611 (“the ‘611 patent,” attached as Exhibit B) arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* Broan is seeking injunctive relief to prevent Conglom from continuing to infringe the ‘329 patent and the ‘611 patent, as well as recovery of monetary damages resulting from Conglom’s infringement of the ‘329 patent and the ‘611 patent.

**PARTIES**

2. Plaintiff Broan is a corporation organized and existing under the laws of the State of Wisconsin, with a place of business within this judicial district at 926 W. State Street, Hartford, Wisconsin 53027.

3. Upon information and belief, Defendant Conglom is a foreign Hong Kong company existing under Hong Kong law and having its principal place of business at Rm H 15/F King Palace Plz 55, King Yip Street, Kwun Tong, Hong Kong, SAR.

### **JURISDICTION AND VENUE**

4. This action is for patent infringement under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*

5. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court also has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332.

6. This Court has jurisdiction over Conglom because, on information and belief, Conglom imports infringing products into the United States and this judicial district.

7. Venue is proper in this Court because Conglom is a foreign corporation that may be sued in any district court pursuant to 28 USC 1391(b)(1) and (c)(3).

### **Conglom's Importation of Infringing Product**

8. On information and believe, Conglom has manufactured and imported, and continues to manufacture and import, multiple products under the brand name "Vissani" that are distributed and sold by The Home Depot®, including in store locations in this judicial district.

9. On information and believe, Conglom has manufactured and imported, and continues to manufacture and import into the United States, its model nos. QR254S, QR272S, QR272BS, QR372S range hoods under the Vissani brand name (collectively, the "Accused Products"). These Accused Products are distributed to and sold by at least The Home Depot, including in store locations in this judicial district. (*See* Exhibit C, Declaration of J. Denison, ¶¶ 4-11)

10. For example, the [www.homedepot.com](http://www.homedepot.com) website identifies the QR254S and QR272S range hoods as available for purchase and in-store pick up at the Southeast Milwaukee location of The Home Depot, located at 150 West Holt Avenue, Milwaukee, WI 53207. (See Exhibit C, Declaration of J. Denison, ¶4 and ¶8). As another example, the [www.homedepot.com](http://www.homedepot.com) website identifies the QR254S and QR272S range hoods as available for purchase and in store pick up at the Menomonee Falls location of The Home Depot, located at N94 W 18375, Menomonee Falls, WI 53051. (See Exhibit C, Declaration of J. Denison, ¶5 and ¶7). As another example, the [www.homedepot.com](http://www.homedepot.com) website identifies the QR254S and QR272S range hoods as available for purchase and in store pick up at the North Shore location of The Home Depot, located at 4155 N Port Washington Rd, Milwaukee, WI 53212. (See Exhibit C, Declaration of J. Denison, ¶6 and ¶9). The [www.homedepot.com](http://www.homedepot.com) website further identifies the QR272BS range hood as available for purchase and in-store pick up at the Lake Geneva location of The Home Depot, located at 550 N Edwards Blvd, Lake Geneva, WI 53147. (See Exhibit C, Declaration of J. Denison, ¶ 10). The [www.homedepot.com](http://www.homedepot.com) website further identifies the QR372S range hood as available for purchase and in-store pick up at the Grafton location of The Home Depot, located at 1350 Port Washington Rd, Grafton, WI 53024. (See Exhibit C, Declaration of J. Denison, ¶ 11).

### **BACKGROUND**

11. Broan is the owner of the '329 patent entitled "Range Hood Installation System" that issued on January 21, 2020.

12. Broan is the owner of the '611 patent entitled "Range Hood Installation System" that issued on December 6, 2022.

13. The '329 and '611 patents relate, in general, to range hood products and methods for installing range hood products with a mounting plate that facilitates easy installation.

14. On October 22, 2021, Broan sent a letter to Conglom's distributor MC Appliance Corporation of Wood Dale, IL ("MC Appliance") placing MC Appliance on notice that the Accused Products infringe the '329 patent ("Broan Letter"). In a letter dated November 9, 2021 counsel for Conglom responded to the Broan Letter acknowledging receipt and review of the Broan Letter (the "Conglom Letter").

15. Conglom's infringement of the '329 patent was subsequently discussed in a series of letter, email and telephone communications between Broan and Conglom.

16. Conglom has had actual knowledge of the '329 patent and Broan's infringement positions at least since its receipt of the Broan Letter.

17. Further, Conglom has been aware of the '329 patent and the '611 patent and of Broan's infringement positions with respect to said patents since at least the service of this Complaint.

18. Upon information and belief, Conglom has engaged and will continue to engage in the manufacture, use, offer for sale, sale, marketing, distribution, and/or importation of ventilation fan products that infringe one or more claims of the '329 patent and the '611 patent.

**COUNT I – INFRINGEMENT OF U.S. PATENT NO. 10,539,329**

19. Broan incorporates each of the preceding paragraphs 1-18 as if fully set forth herein.

20. Broan is the owner of 100% interest in the '329 patent.

21. The '329 patent is valid and enforceable.

22. Conglom has had actual knowledge of the '329 patent since at least its receipt of the Broan Letter.

23. Conglom has had actual knowledge of the '329 patent since the November 9, 2021 date of the Conglom Letter.

24. Conglom had actual knowledge of the '329 patent no later than the service of this Complaint.

25. Upon information and belief, Conglom has been and is currently infringing at least claim 1 of the '329 patent by engaging in at least the importation of at least the Accused Products. Exhibit D illustrates the particularities of Conglom's infringement of claim 1 of the '329 patent, including the provision and use of a particular installation bracket by the Accused Products.

26. Product packaging and marketing materials for the Accused Products tout the benefits provided by the installation bracket, including that the Accused Products feature "1 Person Install" or "1 person installation brackets for fast and easy setup". (*See* Exhibit C, Declaration of J. Denison, Exhibits A-H).

27. Upon information and belief, Conglom will continue to infringe the '329 Patent unless and until it is enjoined by this Court.

28. Conglom's acts of infringement have been, are and will be undertaken with knowledge of the '329 patent and with knowledge of Broan's infringement allegations with respect to the '329 patent. Accordingly such acts constitute willful infringement of the '329 patent and entitle Broan to enhanced damages and reasonable attorneys' fees.

**COUNT II – INFRINGEMENT OF U.S. PATENT NO. 11,519,611**

29. Broan incorporates each of the preceding paragraphs 1-28 as if fully set forth herein.

30. Broan is the owner of 100% interest in the '611 patent.

31. The '611 patent is valid and enforceable.

32. Conglom had actual knowledge of the '611 patent no later than the service of this Complaint.

33. Upon information and belief, Conglom has been and is currently infringing the '611 patent by engaging in at least the importation of at least the Accused Products. Exhibit E illustrates the particularities of Conglom's infringement of claim 1 of the '611 patent, including the provision and use of a particular installation bracket by the Accused Products.

34. Product packaging and marketing materials for the Accused Products tout the benefits provided by the installation bracket, including that the Accused Products feature "1 Person Install" or "1 person installation brackets for fast and easy setup". (*See* Exhibit C, Declaration of J. Denison, Exhibits A-H).

35. Upon information and belief, Conglom will continue to infringe the '611 Patent unless and until it is enjoined by this Court.

36. Conglom's acts of infringement occurring after service of this Complaint were and will be undertaken with knowledge of the '611 patent and with knowledge of Broan's infringement allegations with respect to the '611 patent. Accordingly such acts constitute willful infringement of the '611 patent and entitle Broan to enhanced damages and reasonable attorneys' fees.

**DEMAND FOR JURY TRIAL**

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

**PRAYER FOR RELIEF**

WHEREFORE, Broan requests the following relief:

(a) An entry of judgment that Conglom, its officers, agents, servants, employees and attorneys be found to have directly infringed the '329 patent and the '611 patent;

(b) An order enjoining Conglom, its officers, agents, servants, employees and attorneys from making, using, selling, offering for sale, or importing into the United States products which infringe any of the '329 patent and the '611 patent;

(c) An award of damages adequate to compensate Broan for Conglom's infringement of the '329 patent and the '611 patent;

(d) If a permanent injunction is not granted, a judicial determination of the conditions of future infringement such as a royalty bearing compulsory license or such other relief as the Court deems appropriate;

(e) A trebling of any damages award pursuant to 35 U.S.C. § 284, including due to Defendant's willful infringement of the '329 patent and the '611 patent;

(f) Such other and further relief as the Court deems Broan may be entitled to in law and equity.

Respectfully submitted,

**Barnes & Thornburg LLP**

Dated: March 27, 2023

/s/ Peter M. Siavelis

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