

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
*Electronically Filed***

Tempur Sealy International, Inc.,)	
)	
Plaintiff,)	CIVIL ACTION NO.
)	
v.)	
)	
South East Furniture Distributors, Inc.)	JURY TRIAL DEMANDED
DBA Tampa Bay Mattress,)	
)	
Defendant.)	

**COMPLAINT FOR
PATENT INFRINGEMENT**

Tempur Sealy International, Inc. (“Tempur Sealy” or “Plaintiff”), by and through its undersigned counsel, hereby files its Complaint For Patent Infringement and alleges as follows:

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code, and in particular 35 U.S.C. § 271.

PARTIES

2. Plaintiff Tempur Sealy International, Inc. is a Delaware corporation with its principal place of business in Lexington, Kentucky. Tempur Sealy develops, manufactures, and markets mattresses, adjustable bases, pillows and other sleep and relaxation products. Combining a proud history and groundbreaking innovation, the

company holds some of the most highly recognized brands in the industry: Tempur®, Tempur-Pedic®, Cocoon™ by Sealy, Sealy®, and Stearns & Foster® and is the owner of numerous utility and design patents for its bedding products.

3. Upon information and belief, Defendant South East Furniture Distributors, Inc. DBA Tampa Bay Mattress (“South East” or “Defendant”) is a Florida corporation with its principal place of business at 5824 West Linebaugh Avenue, Suite D, Tampa, Florida 33624.

JURISDICTION AND VENUE

4. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5. South East is subject to personal jurisdiction in Florida because it is a Florida corporation, it does business here, and its headquarters are here. Furthermore, upon information and belief, South East regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this judicial district and/or has contributed to patent infringement by others in this judicial district and, the State of Florida.

6. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. §§ 1391(a)(1), (b), and (c) and 1400(b) because South East resides here, does business here, and its headquarters are here, and furthermore, upon information and

belief, South East regularly conducts business and has committed acts of patent infringement and/or has induced acts of patent infringement by others in this judicial district and/or has contributed to patent infringement by others in this judicial district, the State of Florida, and throughout the United States.

COUNT I: PATENT INFRINGEMENT

A. Patented Designs.

7. Tempur Sealy is the owner of all right, title and interest in United States Patent Nos. D823,029, D862,935, D865,401, D864,618, D862,934, and D864,616 (collectively the “Patented Designs”). Tempur Sealy has all rights to enforce and prosecute actions for infringement and to seek damages for all relevant times against infringers of the Patented Designs. Accordingly, Tempur Sealy possesses the exclusive right and standing to prosecute the present action for infringement of the Patented Designs by South East.

8. On July 17, 2018, the United States Patent and Trademark Office issued Patent No. D823,029. Patent D823,029 is titled “Mattress Cover Assembly.” The application which matured into Patent D823,029 was filed on December 31, 2013 and was assigned Serial No. 29/478,139. A true and correct copy of Patent D823,029 is attached to this Complaint as **Exhibit A** and is incorporated herein by reference.

9. Patent D823,029 is valid and enforceable.

10. On October 15, 2019, the United States Patent and Trademark Office issued Patent No. D862,935. Patent D862,935 is titled “Mattress Cover.” The application which matured into Patent D862,935 was filed on January 19, 2018 and was assigned Serial No. 29/634,313. A true and correct copy of Patent D862,935 is attached to this Complaint as **Exhibit B** and is incorporated herein by reference.

11. Patent D862,935 is valid and enforceable.

12. On October 29, 2019, the United States Patent and Trademark Office issued Patent No. D864,616. Patent D864,616 is titled “Mattress Cover.” The application which matured into Patent D864,616 was filed on April 19, 2019 and was assigned Serial No. 29/688,329. A true and correct copy of Patent D864,616 is attached to this Complaint as **Exhibit C** and is incorporated herein by reference.

13. Patent D864,616 is valid and enforceable.

14. On November 05, 2019, the United States Patent and Trademark Office issued Patent No. D865,401. Patent D865,401 is titled “Mattress Cover.” The application which matured into Patent D865,401 was filed on April 19, 2019 and was assigned Serial No. 29/688,322. A true and correct copy of Patent D865,401 is attached to this Complaint as **Exhibit D** and is incorporated herein by reference.

15. Patent D865,401 is valid and enforceable.

16. On October 29, 2019, the United States Patent and Trademark Office issued Patent No. D864,618. Patent D864,618 is titled “Mattress Cover.” The

application which matured into Patent D864,618 was filed on April 19, 2019 and was assigned Serial No. 29/688,333. A true and correct copy of Patent D864,618 is attached to this Complaint as **Exhibit E** and is incorporated herein by reference.

17. Patent D864,618 is valid and enforceable.

18. On October 15, 2019, the United States Patent and Trademark Office issued Patent No. D862,934. Patent D862,934 is titled “Mattress Cover.” The application which matured into Patent D862,934 was filed on January 19, 2018 and was assigned Serial No. 29/634,307. A true and correct copy of Patent D862,934 is attached to this Complaint as **Exhibit F** and is incorporated herein by reference.

19. Patent D862,934 is valid and enforceable.

B. Infringement by South East

20. On information and belief, South East is not an OEM manufacturer of mattresses or mattress covers.

21. On information and belief, South East contracted with an OEM manufacturer who produces mattresses upon customer request and specifications.

22. On information and belief, South East provided that manufacturer with specifications and instructions to produce mattresses including but not limited to the products known as Royal Sleep Cloud 10.5” and Royal Sleep Tranquility Cool Breeze 12” (collectively the “Accused Products”).

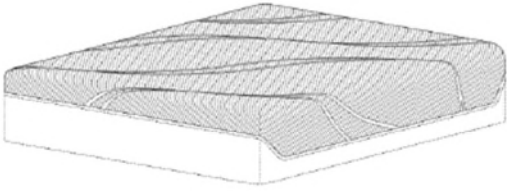

23. On information and belief, South East caused the Accused Products to be manufactured and/or imported into the United States.

24. South East offered for sale the Accused Products.

25. South East sold the Accused Products.

26. South East has directly infringed and continues to directly infringe the Patented Designs, without authority and in violation of 35 U.S.C. § 271, by itself and/or through its agents, unlawfully and wrongfully making, using, offering to sell, selling and/or importing into the United States products that infringe the Patented Designs without permission or license from the Plaintiff, and will continue to do so unless enjoined by this Court. Attached as **Exhibit G** is a visual that includes, but is not limited to, the South East models that infringe the Patented Designs.

27. Viewed from the perspective of an ordinary observer, the design of the Accused Products is substantially similar to the designs of the Patented Designs.

U.S. Patent No. D864,618	Royal Sleep Cloud 10.5"
	

U.S. Patent No. D823,029	Royal Sleep Tranquility Cool Breeze 12"
	

28. Tempur Sealy, through its attorneys, provided notice to South East of its infringement of the Patented Designs by sending a Notice of Infringement letter around October 7, 2022, advising South East of the allowed claims. On May 9, 2023, South East acknowledged receipt of the Notice of Infringement letter and specifically referenced the Patented Designs. South East has had actual knowledge of the Patented Designs since at least that date.

29. Despite being on actual notice, South East continued to infringe the Patented Designs.

30. Tempur Sealy has not licensed or otherwise authorized South East to make, use, offer for sale, sell, or import any products that embody the inventions of the Patented Designs.

31. South East's actions constitute willful infringement of the Patented Designs.

32. Tempur Sealy has suffered, and continues to suffer, damages as a result of South East's direct infringement of the Patented Designs in an amount to be determined at trial.

33. Tempur Sealy has suffered, and will continue to suffer, irreparable harm as a result of South East's infringement of the Patented Designs, for which there is no adequate remedy at law, unless South East's infringement is enjoined permanently by this Court.

JURY DEMAND

Tempur Sealy respectfully requests a trial by jury on all issues so triable pursuant to Rule 38(b) of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, Tempur Sealy respectfully requests this Court to enter judgment against South East, granting the following relief:

A. A declaration that the Patented Designs are valid and enforceable, and that South East has infringed the Patented Designs under at least the provisions of 35 U.S.C. § 271(a) and/or (c);

B. An award of damages to compensate Tempur Sealy for infringement of the Patented Designs pursuant to 35 U.S.C. § 284;

C. An order that South East and its officers, directors, agents, servants, employees, successors, assigns, and all persons in active concert or participation with them, be permanently enjoined from infringing the Patented Designs under 35 U.S.C. § 283;

D. An award of damages, including trebling of all damages, sufficient to remedy South East's willful infringement of the Patented Designs under 35 U.S.C. § 284;

E. A declaration that this case is exceptional, and award to Tempur Sealy its reasonable attorneys' fees, expenses, and costs under 35 U.S.C. § 285;

F. An award of prejudgment and post-judgment interest; and,

G. Such other and further relief as this Court deems just and proper.

Respectfully submitted, this 1st day of April, 2024.

STITES & HARBISON, PLLC

/s/ Ian T. Ramsey

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ATTORNEY FOR PLAINTIFF

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