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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

RBW STUDIO, LLC,
Plaintiff,

v.

WEINSTEIN AU, PLLC, THE RUSHING
COMPANY, L.L.C., EITEL ASSOCIATES,
LLC, COLUMBIA HOSPITALITY, INC., and
LAKE UNION PARTNERS SEATTLE, LLC,
Defendants.

No. 2:24-cv-00763

**COMPLAINT FOR PATENT
INFRINGEMENT AND UNFAIR
COMPETITION**

JURY DEMAND

I. NATURE OF THE ACTION

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

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

3. The Plaintiff’s patent claims arise out of Defendants’ importing, making, using, offering for sale, and/or selling a light fixture (“Accused Light Fixture”) that infringes a patented chandelier light fixture and bulb created by Plaintiff RBW Studio, LLC (“RBW”), an award-winning lighting design and manufacturing company based in Kingston, New York.

1 4. In addition to the above, before the patent for the light fixture at issue was
2 granted, the Defendants engaged in unfair competition under the Washington State Consumer
3 Protection Act through the bad faith misappropriation of the proprietary design of the light
4 fixture at issue, as well as the misappropriation of the Plaintiffs' skill, experience, labor and
5 financial resources invested in the design and development of the same.

6 **II. THE PARTIES**

7 5. RBW is a Delaware and New York limited liability corporation with a principal
8 place of business at 575 Boices Ln, Kingston, NY 12401. RBW creates, manufactures, markets
9 and sells a range of unique light fixtures incorporating novel designs that are protected by
10 United States patents. RBW previously did business under the name of Rich Brilliant Willing,
11 LLC.

12 6. Defendant Weinstein AU, PLLC ("Weinstein") is an architecture firm with a
13 principal place of business at 2200 Western Ave., Suite 301, Seattle, WA 98121.

14 7. On information and belief, Weinstein designed and specified the Accused Light
15 Fixture that infringes RBW's patented designs, and that was installed in at least one location,
16 at The State Hotel ("State Hotel"), a luxury hotel at 1501 2nd Ave, Seattle, WA 98101. On
17 information and belief, this included designing and specifying a light fixture that Defendant
18 Weinstein knew was a knockoff imitation of RBW's proprietary designs so that Defendant
19 Weinstein could decrease costs to itself and Defendants Eitel and/or Lake Union Partners.

20 8. Defendant The Rushing Company, L.L.C. ("Rushing") has a principal place of
21 business at 1725 Westlake Ave N, Suite 300, Seattle WA 98109.

22 9. On information and belief, Rushing is an architectural and interior design firm
23 that designed the interiors of the State Hotel in collaboration with Defendants Weinstein, Lake
24 Union Partners and Eitel Group, LLC, as well as non-party Vida Design.
25 https://rushingco.com/projects/the-state-hotel-2nd-and-pike/.

1 10. On information and belief, non-party Vida Design (“Vida”) of 107 SE
2 Washington St., Portland, OR 97214 was involved in the specification and design of the
3 Accused Light Fixture.

4 11. Defendant Eitel Associates, LLC (“Eitel”) has a principal place of business at
5 401 N. 36th St., Ste 104, Seattle, WA 98103.

6 12. On information and belief, Eitel owns and operates the State Hotel and continues
7 to use the Accused Light Fixture designed, sourced and installed by Defendants Weinstein and
8 Rushing, and non-party Vida, in State Hotel’s Ben Paris restaurant that is featured on the
9 website of the Ben Paris restaurant’s home page: <https://benparis.com/>. See also:
10 [https://www.guestreservations.com/the-state-hotel-](https://www.guestreservations.com/the-state-hotel-seattle/booking?gad_source=1&gclid=CjwKCAjw26KxBhBDEiwAu6KXt1egl5uJKacS9ZoeDygV2iNLHvfGz8STIKLddZm5IqG_9a7QjGhDSxoCLMsQAvD_BwE&ctTriggered=true)
11 [seattle/booking?gad_source=1&gclid=CjwKCAjw26KxBhBDEiwAu6KXt1egl5uJKacS9Zoe](https://www.guestreservations.com/the-state-hotel-seattle/booking?gad_source=1&gclid=CjwKCAjw26KxBhBDEiwAu6KXt1egl5uJKacS9ZoeDygV2iNLHvfGz8STIKLddZm5IqG_9a7QjGhDSxoCLMsQAvD_BwE&ctTriggered=true)
12 [DygV2iNLHvfGz8STIKLddZm5IqG_9a7QjGhDSxoCLMsQAvD_BwE&ctTriggered=true](https://www.guestreservations.com/the-state-hotel-seattle/booking?gad_source=1&gclid=CjwKCAjw26KxBhBDEiwAu6KXt1egl5uJKacS9ZoeDygV2iNLHvfGz8STIKLddZm5IqG_9a7QjGhDSxoCLMsQAvD_BwE&ctTriggered=true).

13 13. Defendant Columbia Hospitality, Inc. (“Columbia”) is a hotel management
14 company with a principal place of business at 2200 Alaskan Way, Suite 200, Seattle, WA
15 98121. On information and belief, Columbia was involved in the development and
16 management of the State Hotel.

17 14. Defendant Lake Union Partners Seattle, LLC (“Lake Union”) is a limited
18 liability company with a principal place of business at 401 N 36th St., Suite 104, Seattle, WA
19 98103.

20 15. Upon information and belief, Weinstein and Rushing were involved in obtaining
21 a quote from Plaintiff RBW for a Cinema chandelier which spurred the Defendants to fashion
22 their own knockoff of the same for use in the State Hotel.

23 16. Upon information and belief Lake Union is a part owner and/or operator of the
24 State Hotel and continues to use the Accused Light Fixture in the State Hotel.

25 17. Non-party iWorks (“iWorks”) is a lighting manufacturing firm with a principal
26 place of business at 2501 South Malt Ave., Los Angeles, CA 90040.

1 18. On information and belief, at the Defendants’ direction, iWorks designed,
2 manufactured and sold the Accused Light Fixture to Eitel, Lake Union, and/or Columbia that
3 infringes RBW’s patented designs and that was installed in at least one location, at the State
4 Hotel.

5 **III. JURISDICTION AND VENUE**

6 19. The Court has personal jurisdiction over Defendants because Defendants have
7 continuous and systematic contacts with Seattle and/or are incorporated in Washington and/or
8 have their principal places of business in Seattle, and do business in this District.

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

12 21. The Court has subject matter jurisdiction over this matter pursuant 28 U.S. Code
13 § 1338(a) and (b), as well as 28 U.S. Code § 1367(a).

14 **IV. BACKGROUND FACTS**

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

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1 23. Among RBW’s innovations is the Cinema™ chandelier, a light fixture which
2 has a distinctive triple-tier configuration, each tier having unique spherical bulbs positioned
3 around the periphery thereof, as shown in the images below from RBW’s website.¹



11
12 24. RBW, at the time doing business as Rich, Brilliant, Willing, LLC, first began
13 development on the design of the subject Cinema™ chandelier in 2016.

14 25. RBW protects its innovations with U.S. design patents.

15 26. On March 9, 2017, RBW filed an application for a patent applicable to the design
16 of the Cinema™ chandelier at issue. (March 9, 2017 Patent Application attached hereto as Ex.
17 “A”; see Figs. A19 and A22-A25).

18 27. Prior to applying for the patent (Ex. A) for the Cinema™ chandelier, RBW
19 invested substantial financial resources, time, skill, labor and expertise into the research and
20 development of the design and the production of its Cinema™ chandelier.

21 28. The Cinema™ chandelier is protected by RBW’s U.S. Patent No. D851,806
22 (“the ‘806 Patent”). The ‘806 Patent was duly issued by the United States Patent and Trademark
23 Office on June 18, 2019 and is assigned to RBW. A copy of the ‘806 Patent is attached as
24 Exhibit “B”.

25
26
27 ¹ Downloaded from https://rbw.com/products/cinema-468/121212-pf14-27-1_triac_120v

1 29. The unique spherical bulb of the Cinema™ chandelier is protected by RBW’s
2 U.S. Patent No. D1,004,180 (“the ‘180 Patent”). The ‘180 Patent was duly issued by the United
3 States Patent and Trademark Office on November 7, 2023 and is assigned to RBW. A copy of
4 the ‘180 Patent is attached as Exhibit “C”.

5 30. On November 9, 2017, after the original design patent application (Exhibit A)
6 had been filed for the Cinema™ chandelier, but before the patent was issued, RBW, under its
7 predecessor trade name Rich Brilliant Willing (“Willing”), provided a quote for the Cinema™
8 chandelier to Defendants Eitel, Weinstein, and/or Rushing for the Defendants’ consideration
9 for use in the State Hotel. *See* Exhibit “D”. Accordingly, as of November 9, 2017, Defendants
10 Eitel, Weinstein, and/or Rushing were on actual notice of RBW’s design for the Cinema™
11 chandelier.

12 31. On information and belief, Rushing, Weinstein, Eitel and Vida were considering
13 RBW’s Cinema™ chandelier for use in the interior design of the State Hotel.

14 32. For reasons unknown to RBW, Defendants Eitel, Weinstein, and/or Rushing
15 declined RBW’s quote and did not purchase a Cinema™ chandelier from RBW.

16 33. In late 2022 or early 2023, a person known to RBW visited the State Hotel for
17 reasons unrelated to this dispute. While visiting at the State Hotel, that person discovered the
18 Accused Light Fixture in the Ben Paris restaurant of the State Hotel. That person reported to
19 RBW that it appeared to be a copy of the Cinema™ chandelier was being used at the State
20 Hotel. For that reason, RBW began to investigate.

21 34. On information and belief, after Defendants Eitel, Rushing and Weinstein
22 obtained the quote (Ex. D) for RBW’s Cinema™ chandelier, and after they reviewed the
23 purchase price of same, rather than obtain the subject proprietary chandelier from the Plaintiff,
24 Defendants Rushing, Weinstein, Eitel and Lake Union, directly and/or through Columbia,
25 knowingly, intentionally and in bad faith engaged one or more contractors to create the Accused
26 Light Fixture based on the design of the genuine RBW Cinema™ chandelier, and offered it for
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1 sale and/or sold them to Defendants Eitel, Columbia and/or Lake Union as a cheaper substitute
2 of the authentic RBW Cinema™ chandelier that they had initially inquired about to RBW.

3 35. On information and belief, the Defendants' knockoff of the Cinema™
4 chandelier was created and/or designed by iWorks. Exhibit "E" is a true and correct copy of an
5 engineering drawing, obtained by RBW during its investigation, for a "Pendant" chandelier for
6 the State Hotel (labeled Job# 32529-001 for "Wizard Electric/State Hotel).

7 36. On information and belief, the photograph in the lower left-hand corner on page
8 2 of Exhibit E is a photograph of RBW's Cinema™ chandelier that iWorks misappropriated for
9 its own use.

10 37. On information and belief, the Accused Light Fixture was installed and used at
11 the direction of Rushing, Weinstein, Eitel and/or Lake Union, and now continues to be used in
12 the State Hotel's Ben Paris restaurant, under the direction of Defendants Eitel and/or Lake
13 Union.

14 38. On September 22, 2023, non-party Mike Edwards ("Edwards"), a Washington
15 electrical contractor, upon information and belief was called upon by Rushing, Weinstein,
16 and/or Eitel, to repair the Accused Light Fixture for the State Hotel. Edwards contacted RBW
17 to obtain a part necessary to fix the Accused Light Fixture, confirming that there is actual
18 confusion between the Accused Light Fixture and the genuine Cinema chandelier.

19 **V. CLAIM FOR DIRECT PATENT INFRINGEMENT BY ALL DEFENDANTS**

20 39. Paragraphs 1-38 are incorporated by reference as though alleged herein. The
21 Defendants infringe the '806 and '180 Patents because the Accused Light Fixture is
22 substantially the same in overall appearance as the design claimed and shown in the drawings
23 of the '806 and '180 Patents. Representative drawings from the '806 and '180 Patents are
24 compared below to the Accused Light Fixture:

RBW'S '806 Patent

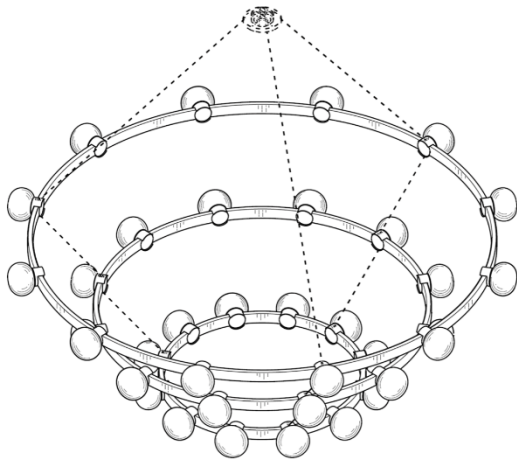


FIG. 1

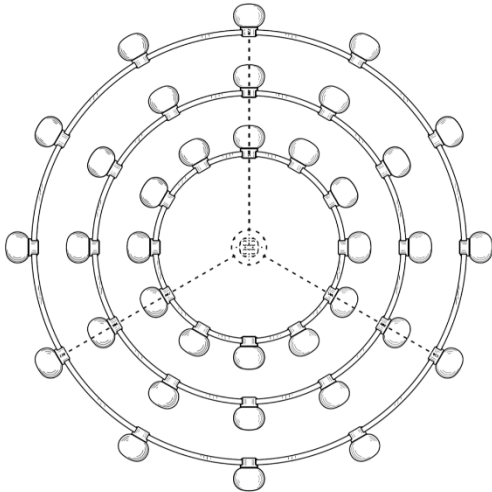


FIG. 7

RBW'S '180 Patent

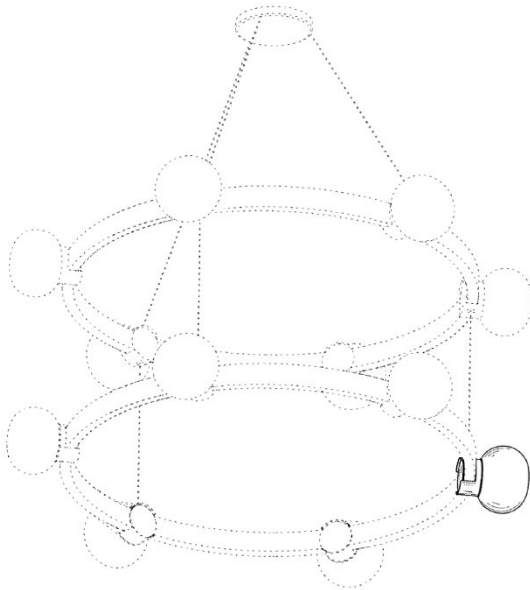


FIG. 2

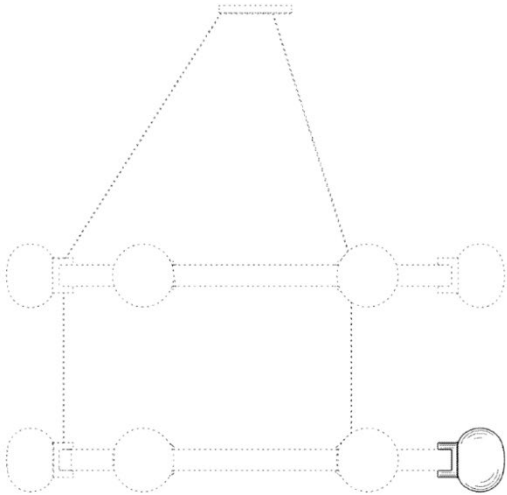
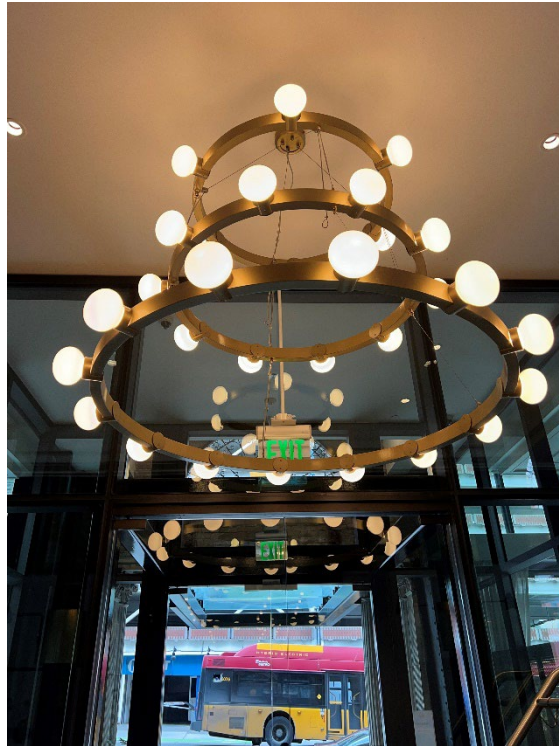


FIG. 5

Accused Light Fixture



40. On information and belief, instead of utilizing RBW’s Cinema™ chandelier, Defendants Weinstein, Rushing, Eitel and/or Columbia specified, sourced and directed the manufacture of an unauthorized knock-off copy (the Accused Light Fixture) for use in the State Hotel.

41. On information and belief, iWorks, Rushing, Vida and/or Weinstein quoted Eitel and/or Columbia a substantially reduced price for the Accused Light Fixture manufactured and supplied by iWorks compared to the price quoted by RBW for the Cinema™ chandelier.

42. On information and belief, iWorks, acting as Defendants’ agent and at Defendants’ direction, designed, manufactured, caused to be manufactured and/or imported the Accused Light Fixture after it had been designed by Weinstein, Rushing and/or Vida.

43. On information and belief, Defendants Eitel and/or Columbia purchased and installed the Accused Light Fixture in the State Hotel’s Ben Paris restaurant where it is still displaying and using it.

1 44. The Defendants Weinstein and Rushing infringed RBW's '806 and '180 Patents
2 by directing iWorks to copy, manufacture, import, offer to sell, and sell the Accused Light
3 Fixture that is substantially the same in appearance as the design claimed in the '806 and '180
4 Patents, such that an ordinary observer, giving such attention as a purchaser usually gives,
5 would be induced to purchase one supposing it to be the other.

6 45. Defendants Eitel, Lake Union and/or Columbia infringed, and continue to
7 infringe, RBW's '806 and '180 Patents by using in the Ben Paris restaurant of the State Hotel
8 the Accused Light Fixture that is a colorable imitation of the designs claimed in the '806 and
9 '180 Patents. Defendants Eitel and/or Rushing advertise its continuing use of the Accused Light
10 Fixture on the following State Hotel and Rushing websites:

- 11 • <https://rushingco.com/projects/the-state-hotel-2nd-and-pike/>
- 12 • [https://www.statehotel.com/gallery.php#\(grid|popup\)=images/gallery/g
13 allery-Ben-Paris-Bar.jpg.](https://www.statehotel.com/gallery.php#(grid|popup)=images/gallery/gallery-Ben-Paris-Bar.jpg)

14 46. On October 5, 2023, in an effort to avoid litigation, RBW sent Lake Union a
15 cease and desist letter identifying the infringement it was aware of at the State Hotel and
16 demanding information regarding the manufacturer and other companies involved in the
17 infringing conduct. This letter contained copies of RBW's various design patents, including the
18 '806 Patent, covering the Cinema™ chandeliers, demonstrating the validity of Plaintiff's
19 claims.

20 47. Notwithstanding the October 5, 2023 letter and enclosed patents, Defendant
21 Eitel though their counsel, in an email dated December 22, 2023, rejected any merit in RBW's
22 claim and declined to provide the information requested by RBW regarding the parties involved
23 in the infringing installation.

24 48. In response, RBW wrote to Defendant Eitel's counsel in an email dated January
25 3, 2024 attaching a copy of RBW's '180 Patent that issued on November 7, 2023.

1 49. Despite the January 3, 2024 email, the Defendants Eitel, Columbia and/or Lake
2 Union continue to use the Accused Light Fixture at the Ben Paris restaurant of the State Hotel
3 demonstrating the continuing and willful nature of their infringement.

4 50. On information and belief, despite RBW's cease and desist letters, Defendants
5 Eitel, Rushing and/or Lake Union have continued to promote their work using the State Hotel's
6 Ben Paris bar displaying the Accused Light Fixture.

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

10 52. The damage to RBW is ongoing and irreparable, and RBW is entitled to
11 injunctive relief to end Defendants' infringement. Despite RBW's letter to Defendants
12 identifying a known infringing installation, Defendants have failed to remove the Accused
13 Light Fixture at the State Hotel, provide an accounting of their sales, information about
14 manufacturers involved in the sales, or other information as to whether additional installations
15 of Accused Light Fixtures have taken place at other of its projects.

16 **VI. CLAIM FOR UNFAIR COMPETITION UNDER WASHINGTON CONSUMER**
17 **PROTECTION ACT**

18 53. Paragraphs 1-52 are incorporated by reference as though alleged herein.

19 54. In addition to, and separate from, the above-described Patent Infringement
20 claim, the Defendants engaged in unfair competition under the Washington Consumer
21 Protection Act (RCW 19.86.020) through the misappropriation of RBW's information,
22 research, time, skill, labor, expertise, experience and monetary investment expended in the
23 design and development of the Cinema™ chandeliers prior to the time the patent was issued.

24 55. The principals and employees of RBW began research into and work on the
25 design of the Cinema™ chandelier at issue in 2016. The principals and employees of RBW who
26 developed the Cinema™ chandelier are all experienced designers with at least four (4) year
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1 design and/or mechanical engineering degrees, and often with extensive experience in lighting
2 design.

3 56. The principals and employees of RBW applied their education, years of skill,
4 knowledge and expertise of lighting design and the lighting industry in developing and
5 finalizing the design of the Cinema™ light fixtures, including the subject Cinema™
6 chandeliers.

7 57. RBW invested substantial time and labor in the design of the Cinema™
8 chandeliers. RBW paid these professionals wages for their work in the design and development
9 of the Cinema™ chandeliers.

10 58. In addition to the time, skill, expertise and labor RBW invested in the design of
11 the subject light fixtures, RBW invested financial resources in the development of the design,
12 including payment for research related to the development of the chandeliers and payment for
13 3D prints and laser scanning used in the development of the product. RBW invested further
14 resources in identifying and compensating the vendors involved in the creation of the product,
15 as well as the creation of tooling and/or parts used in the manufacture of the subject fixtures.

16 59. RBW's investment of time, labor, skills, expertise and financial resources in the
17 research and development of the Cinema™ chandeliers were time, labor, expertise and
18 resources that could not be invested in the development of other products during that same
19 period of time resulting in an opportunity cost to RBW that can only be recovered through the
20 successful sale and marketing of the Cinema™ chandeliers.

21 60. In order to protect its above-described investments into the design and
22 development of the Cinema™ chandelier, RBW applied for a design patent on March 9, 2017
23 (Ex. A).

24 61. As reflected in Figures A.19 and A.22-25 of Ex. A, part of the collection of light
25 fixtures which were the subject of the design patent application was the Cinema™ chandelier,
26 a light fixture which has a distinctive triple-tier configuration, each tier having unique spherical
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1 bulbs positioned around the periphery thereof, which is the design of the Cinema™ chandelier
2 at issue in this litigation.

3 62. In November of 2017, after RBW applied for the patent but before it was issued,
4 Weinstein and/or Rushing, who upon information and belief, were acting as agents on behalf
5 of Eitel, Lake Union and/or Columbia, approached RBW with regard to using the Cinema™
6 chandelier in the State Hotel.

7 63. At all times relevant hereto, Rushing and/or Weinstein, acting in their capacity
8 as agents of the Defendants, knew the Cinema™ chandelier had been designed by RBW, that
9 RBW had expended information, time, labor, skills and other resources in the research,
10 development and manufacture of the Cinema™ chandelier, and that the design was proprietary
11 to RBW.

12 64. Further demonstrating the Defendants' awareness that the subject light fixture
13 was the proprietary design of RBW into which RBW had invested time, skills labor and other
14 resources, was the decision by Defendants Rushing and/or Weinstein, to seek a quote
15 specifically from RBW (as opposed to some other source) for Cinema™ chandeliers for use in
16 the State Hotel.

17 65. Upon information and belief, in an effort to save money on the quote for the
18 Cinema™ chandeliers quoted by RBW, the Defendants misappropriated the information, time,
19 skill, experience and financial resources invested by RBW in the research, design and
20 development of the Cinema™ chandeliers, by copying the proprietary design of the same and
21 having it manufactured by iWorks for use in the State Hotel, instead of purchasing the
22 chandelier pursuant to the quote they received from RBW.

23 66. The above-described efforts were undertaken by these Defendants in bad faith
24 with the full knowledge that RBW was the owner and developer of the design at issue and with
25 the specific intention of misappropriating the information, time, expertise, skill, labor and
26 financial resources invested by RBW in the research and development of this propriety design
27 for the Defendants' own use and without the permission of, or compensation to, RBW.

1 67. The Washington Consumer Protection Act prohibits all “unfair methods of
2 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
3 RCW 19.86.020.

4 68. RBW is, and was at all material times, a ‘person’ within the meaning of RCW
5 19.86.010(1).

6 69. The Defendants’ conduct constitutes an unfair method of competition and an
7 unfair act or practice in the conduct of trade or commerce in violation of RCW 19.86.020
8 because the Defendants misappropriated the information, time, skill, experience and financial
9 resources invested by RBW in the research, design and development of the Cinema™
10 chandeliers, by copying the proprietary design of the same and having it manufactured by
11 iWorks for use in the State Hotel, instead of purchasing the chandelier pursuant to the quote
12 they received from RBW.

13 70. The Defendants’ acts or practices occurred in the conduct of trade or commerce
14 because Defendants knowingly, intentionally and in bad faith engaged iWorks and/or other
15 contractors to create the Accused Light Fixture based on the design of the genuine RBW
16 Cinema chandelier, and offered it for sale and/or sold them to Defendants Eitel, Columbia
17 and/or Lake Union as a cheaper substitute of the authentic RBW Cinema™ chandelier that they
18 had initially inquired about to RBW.

19 71. The Defendants’ conduct implicates the public interest because it has the
20 capacity to injure others. There is a likelihood that additional plaintiffs have been, or will be,
21 injured in the same fashion as RBW as a result of the Defendants’ conduct. Specifically, there
22 is a likelihood that the Defendants will misappropriate additional plaintiffs’ information, skills,
23 experience, time, labor, resources and monetary investment into the research, design,
24 development and manufacture of other products.

25 72. The Defendants’ conduct injured, and is likely to injure, RBW’s business and
26 property in violation of RCW 19.86.020, both by direct diversion of sales from RBW to
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1 Defendants, loss of customers, and by a lessening of the goodwill associated with RBW's
2 products.

3 73. Defendants' conduct directly and proximately caused injury to RBW's business,
4 because but for the Defendants' unfair or deceptive practice, RBW would not have suffered an
5 injury.

6 74. As a result of the above, RBW seeks treble damages against the Defendants in
7 the amount of the lost profits on the quote submitted to the Defendants, as well as treble
8 damages in compensation for the Defendants' misappropriation of the information, time, skills,
9 labor and money invested by RBW in developing the design and final product in an amount to
10 be proven at trial. RCW 19.86.090. RBW further seeks to enjoin further violations of RCW
11 19.86.020 and recover from the Defendants its reasonable attorneys' fees and costs. *Id.*

12 **VII. PRAYER FOR RELIEF**

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

- 15 1. A judgment that the Defendants have infringed the '806 Patent;
- 16 2. A judgment that the Defendants have infringed the '180 Patent;
- 17 3. Damages adequate to compensate for Defendants' infringement of the '806 and
18 '180 Patents, including the disgorgement of its total profits under 35 U.S.C. §289;
- 19 4. Judgment awarding Plaintiff all damages, including lost profits, costs, and
20 interest, and further including treble damages based on any infringement found to be willful,
21 under 35 U.S.C. § 284, with prejudgment interest;
- 22 5. An accounting of the Defendants' profits;
- 23 6. An order and judgment permanently enjoining the Defendants and its officers,
24 directors, agents, servants, employees, affiliates, attorneys, and all others acting concert with
25 them, and their parents, subsidiaries, divisions, successors and assigns, from further acts of
26 infringement of the '806 and/or '180 Patents;
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SAIDMAN DESIGNLAW GROUP, LLC

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