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*KNIX WEAR INC.*

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

KNIX WEAR INC.,

Plaintiff,

v.

EMIDIA, LLC, a New York Limited Liability  
Company d/b/a Lilova,

Defendant.

Case No. 24-4338

**COMPLAINT FOR PATENT  
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Plaintiff Knix Wear Inc. (“Knix Wear” or “Plaintiff”) alleges, based on actual knowledge with respect to Knix Wear and Knix Wear’s acts, and based on information and belief with respect to all other matters, against Defendant Emidia, LLC, d/b/a Lilova (“Lilova” or “Defendant”), as follows:

**NATURE OF THE CASE**

1. This is a civil action for federal patent infringement in violation of the Patent Act, 35 U.S.C. §§ 1, *et seq.*, and specifically in violation of 35 U.S.C. §§ 271(a), (g).

**THE PARTIES**

2. Plaintiff Knix Wear is an Ontario Business Corporation having a principal place of business located at 179 John Street, Suite 600, Toronto, Ontario, M5T 1X4, Canada.

3. On information and belief, Defendant Lilova is a New York limited liability company having a principal place of business at 200 W 60th Street, Apt 21G, New York, New York, 10023.

**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a) because this case involves a federal question arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

5. This Court has personal jurisdiction in this action over Lilova because, on information and belief, Lilova's principal place of business is located in this district and Lilova conducts business in the state of New York at least by advertising its products to customers throughout the United States, including in New York; importing its products into New York; and selling its products to New York residents, including the products accused of patent infringement in this action. By committing purposeful acts of injecting its products into the nationwide stream of commerce through the e-commerce website [lilova.com](http://lilova.com), Lilova reasonably knew or expected that it could be hailed into court within this district.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b), because Lilova has committed and continues to commit the acts of patent infringement alleged herein in this district and has a regular and established place of business in this district.

## FACTUAL ALLEGATIONS

### A. Plaintiff Knix Wear

7. Knix Wear markets, offers for sale, and sells throughout the United States several lines of lingerie, swimwear, loungewear, active wear, and other apparel, including its flagship period underwear product, through its online retail store at knix.com and a number of retail locations in the United States and Canada. Example images of Knix Wear’s period underwear are provided below.



8. Knix Wear has expended significant time and resources developing and marketing its period underwear and other products, as well as protecting its related intellectual property rights. Knix Wear owns seven U.S. patents as well as patents and registered designs in other jurisdictions. Knix Wear believes that Lilova is infringing at least the following four of its U.S. patents: U.S. Pat. No. 10,441,479; U.S. Pat. No. 10,441,480; U.S. Pat. No. 11,737,931 (collectively the “Asserted Underwear Patents”); and U.S. Pat. No. 11,701,267 (the “Asserted Swimwear Patent”).

9. Knix Wear owns all right, title and interest in U.S. Pat. No. 10,441,479 (“the ’479 patent”), including the right to sue thereon and the right to recover for infringement thereof.

The '479 patent issued October 15, 2019, and will expire October 30, 2036. The '479 patent gives Knix Wear the right to exclude others from making, using, offering for sale, or selling the invention claimed in the patent within the United States; from importing the invention claimed in the patent into the United States; and from importing into the United States or selling, offering to sell, or using in the United States a product made by a process claimed in the patent. A copy of the '479 patent is attached hereto as Exhibit A.

10. Knix Wear owns all right, title, and interest in U.S. Pat. No. 10,441,480 (“the '480 patent”), including the right to sue thereon and the right to recover for infringement thereof. The '480 patent issued October 15, 2019, and will expire May 2, 2034. The '480 patent gives Knix Wear the right to exclude others from making, using, offering for sale, or selling the invention claimed in the patent within the United States; from importing the invention claimed in the patent into the United States; and from importing into the United States or selling, offering to sell, or using in the United States a product made by a process claimed in the patent. A copy of the '480 patent is attached hereto as Exhibit B.

11. Knix Wear owns all right, title, and interest in U.S. Pat. No. 11,737,931 (“the '931 patent”), including the right to sue thereon and the right to recover for infringement thereof. The '931 patent issued August 29, 2023, and will expire January 19, 2037. The '931 patent gives Knix Wear the right to exclude others from making, using, offering for sale, or selling the invention claimed in the patent within the United States; from importing the invention claimed in the patent into the United States; and from importing into the United States or selling, offering to sell, or using in the United States a product made by a process claimed in the patent. A copy of the '931 patent is attached hereto as Exhibit C.

12. Knix Wear owns all right, title, and interest in U.S. Pat. No. 11,701,267 (“the ’267 patent”), including the right to sue thereon and the right to recover for infringement thereof. The ’267 patent issued July 18, 2023, and will expire April 11, 2042. The ’267 patent gives Knix Wear the right to exclude others from making, using, offering for sale, or selling the invention claimed in the patent within the United States; from importing the invention claimed in the patent into the United States; and from importing into the United States or selling, offering to sell, or using in the United States a product made by a process claimed in the patent. A copy of the ’267 patent is attached hereto as Exhibit D.

**B. Defendant Lilova**

13. On information and belief, Lilova offers for sale and sells period underwear, swimwear, and apparel in the United States and elsewhere through its retail website located at lilova.com. Screenshots from Lilova’s retail website (as of January 12, 2024) are attached hereto as Exhibit E.

14. On information and belief, at least the period underwear product currently offered for sale and sold by Lilova under the name “Second-Skin Hipster” (the “Accused Underwear Product”) infringes the Asserted Underwear Patents and is made according to methods that infringe the Asserted Underwear Patents. The screenshots of Exhibit E include screenshots of a webpage from Lilova’s retail website offering the Accused Underwear Product for sale.

15. On information and belief, at least the period swimwear product currently offered for sale and sold by Lilova under the name “Swimwear One-Piece Classic” (the “Accused Swimwear Product”) infringes the Asserted Swimwear Patent and is made according to methods that infringe the Asserted Swimwear Patent. The screenshots of Exhibit E include screenshots of a webpage from Lilova’s retail website offering the Accused Swimwear Product for sale.

16. Photos of a sample Accused Underwear Product purchased through Lilova's retail website on September 5, 2023 are attached hereto as Exhibit F. Illustrative claim charts demonstrating infringement of one or more claims of each of the Asserted Underwear Patents based on the sample Accused Underwear Product are attached hereto as Exhibits G, H, and I.

17. Specifically, the claim chart of Exhibit G demonstrates infringement by the sample Accused Underwear Product of claim 17 of the '479 patent; the claim chart of Exhibit H demonstrates infringement by the sample Accused Underwear Product of claim 1 of the '480 patent; and the claim chart of Exhibit I demonstrates infringement by the sample Accused Underwear Product of claim 1 of the '931 patent.

18. Photos of a sample Accused Swimwear Product purchased through Lilova's retail website on October 27, 2023 are attached hereto as Exhibit J. An illustrative claim chart demonstrating infringement of claim 1 of the Asserted Swimwear Patent based on the sample Accused Swimwear Product is attached hereto as Exhibit K.

19. On information and belief, Lilova has been aware of Knix Wear's patent rights in at least the '479 and '480 patents since at least November 19, 2021, at which time Knix Wear sent Lilova a demand letter notifying Lilova that Lilova's then-new line of seamless period underwear, which was offered for sale and sold via Lilova's retail website, infringed Knix Wear's '479 and '480 patents. The letter further notified Lilova that Knix Wear had additional patent rights pending in the U.S., which included the application that became the '931 patent. Knix Wear demanded that Lilova cease and desist all manufacturing, marketing, sales, import, and export of the products Knix Wear had identified as infringing. A copy of the November 19, 2021 letter is attached hereto as Exhibit L.

20. Lilova responded with a letter dated January 4, 2022, in which Lilova agreed to cease manufacturing and importing the identified line of products within thirty days of the January 4, 2022 date of the letter, and to cease selling that line after a ninety day sell-off period from the January 4, 2022 date of the letter. A copy of the January 4, 2022 letter is attached hereto as Exhibit M.

21. On February 7, 2022, Knix Wear sent Lilova a draft agreement in which Lilova would memorialize its promise to cease manufacturing, importing, and selling the identified line of products, in exchange for Knix Wear releasing Lilova from certain associated liability. However, Lilova declined to execute the agreement. In an email on March 4, 2022, Lilova reiterated that it had agreed to stop selling the identified product line, but refused to execute a written agreement. A copy of Lilova's March 4, 2022 email is attached hereto as Exhibit N.

22. Despite its representations that it would stop manufacturing, importing and selling the accused products no later than 90 days after January 4, 2022, Lilova has continued its infringement of the Asserted Underwear Patents at least by offering for sale and selling the Accused Underwear Product, and is infringing the Asserted Swimwear Patent at least by offering for sale and selling the Accused Swimwear Product.

23. Knix Wear has not licensed any rights to Lilova under the Asserted Underwear Patents or the Asserted Swimwear Patent. On information and belief, Lilova is willfully infringing the Asserted Underwear Patents and the Asserted Swimwear Patent.

**CLAIM 1 – INFRINGEMENT OF THE '479 PATENT**

24. Knix Wear hereby incorporates by reference each of the other allegations set forth elsewhere in this Complaint as though set forth fully herein.

25. Lilova has infringed at least claims 1, 3, 4-8, 15, 17, and 20-22 of the '479 patent by making, using, selling, offering to sell, and/or importing the Accused Underwear Product.

26. Lilova's infringement of the '479 patent has been and continues to be willful.

27. Knix Wear has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial, through lost profits, lost sales, and/or lost royalties, due to infringement by Lilova.

28. Knix Wear has suffered, and will continue to suffer, permanent and irreparable injury for which Knix Wear has no adequate remedy at law.

29. Knix Wear is entitled to relief as provided by 35 U.S.C. §§ 281, 283, 284, and 285.

**CLAIM 2 – INFRINGEMENT OF THE '480 PATENT**

30. Knix Wear hereby incorporates by reference each of the other allegations set forth elsewhere in this Complaint as though set forth fully herein.

31. Lilova has infringed at least claims 1-6, 12, 16, 18, 22, and 23 of the '480 patent by making, using, selling, offering to sell, and/or importing the Accused Underwear Product.

32. Lilova's infringement of the '480 patent has been and continues to be willful.

33. Knix Wear has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial, through lost profits, lost sales, and/or lost royalties, due to infringement by Lilova.

34. Knix Wear has suffered, and will continue to suffer, permanent and irreparable injury for which Knix Wear has no adequate remedy at law.

35. Knix Wear is entitled to relief as provided by 35 U.S.C. §§ 281, 283, 284, and 285.



**CLAIM 3 – INFRINGEMENT OF THE '931 PATENT**

36. Knix Wear hereby incorporates by reference each of the other allegations set forth elsewhere in this Complaint as though set forth fully herein.

37. Lilova has infringed at least claims 1-5 and 8-11 of the '931 patent by making, using, selling, offering to sell, and/or importing the Accused Underwear Product.

38. Lilova's infringement of the '931 patent has been and continues to be willful.

39. Knix Wear has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial, through lost profits, lost sales, and/or lost royalties, due to infringement by Lilova.

40. Knix Wear has suffered, and will continue to suffer, permanent and irreparable injury for which Knix Wear has no adequate remedy at law.

41. Knix Wear is entitled to relief as provided by 35 U.S.C. §§ 281, 283, 284, and 285.

**CLAIM 4 – INFRINGEMENT OF THE '267 PATENT**

42. Knix Wear hereby incorporates by reference each of the other allegations set forth elsewhere in this Complaint as though set forth fully herein.

43. Lilova has infringed at least claims 1, 2, 11, and 15-17 of the '267 patent by making, using, selling, offering to sell, and/or importing the Accused Swimwear Product.

44. Lilova's infringement of the '267 patent has been and continues to be willful.

45. Knix Wear has suffered, and will continue to suffer, substantial damages in an amount to be proven at trial, through lost profits, lost sales, and/or lost royalties, due to infringement by Lilova.

46. Knix Wear has suffered, and will continue to suffer, permanent and irreparable injury for which Knix Wear has no adequate remedy at law.

47. Knix Wear is entitled to relief as provided by 35 U.S.C. §§ 281, 283, 284, and 285.

**PRAYER FOR RELIEF**

WHEREFORE, Knix Wear prays for judgment as follows:

A. That Lilova has infringed, and is infringing, U.S. Pat. Nos. 10,441,479; 10,441,480; 11,737,931; and 11,701,267, in violation of 35 U.S.C. § 271;

B. That infringement by Lilova is willful;

C. That Lilova be preliminarily and permanently enjoined against all acts of patent infringement, including but not limited to making, using, selling, offering to sell, and importing the Accused Underwear Product and the Accused Swimwear Product;

D. That Lilova be required to deliver to Knix Wear for destruction any and all articles in its possession and/or under its control that infringe any of the Asserted Underwear Patents or the Asserted Swimwear Patent, including but not limited to all existing Accused Underwear Products and Accused Swimwear Products, associated packaging, and advertisements;

E. That Lilova be ordered to pay Knix Wear the damages that Knix Wear has suffered due to patent infringement by Lilova, together with interest thereon;

F. That Lilova be ordered to account for and pay Knix Wear the total profits Lilova has received from the sale of products infringing any of the Asserted Underwear Patents or the Asserted Swimwear Patent;

G. That this case be declared exceptional pursuant to 35 U.S.C. § 285, due to willful infringement by Lilova, and that Knix Wear be awarded enhanced damages and reasonable attorneys' fees; and

H. That Knix Wear have such other and further relief as the Court and/or a jury deems just and proper.

**JURY DEMAND**

Knix Wear hereby demands a trial by jury of all issues so triable.

DATED: June 6, 2024

Respectfully submitted,

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