IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ATLEISURE, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO. 1:12-cv-
	)	
ACE EVERT, INC.,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	
	)	
	)	
	)	

COMPLAINT

Plaintiff ATLEISURE, INC., for its Complaint against ACE EVERT, INC., alleges:

NATURE OF CLAIMS

1. This is an action for patent infringement of ATLeisure, Inc.'s ("ATLeisure") U.S. Patent Nos. 5,937,882 ("'882 Patent"), 7,533,679 ("'679 Patent"), and 7,604,015 ("'015 Patent) (collectively, "ATLeisure Patents") (attached as Exhibits A – C, respectively). ATLeisure asserts the ATLeisure Patents against Ace Evert, Inc. ("Ace") for making, using, offering to sell, selling, and/or importing various products for patio and outdoor umbrellas sold under the description "UMB 13 OFFSET LINEN SOLAR LIGHTED RECTANGULAR

Treasure Garden, Ex. 1032
IPR2025-01005

CANTILEVER UMBRELLA WITH UMBRELLA BASE AND COVER" ("Accused Products"), or contributing to and/or inducing others to infringe the ATLeisure Patents.

The Parties

2. ATLeisure is a corporation organized under the laws of Delaware, with its principal place of business located at 1040 Boulevard SE, Suite B, Atlanta, Georgia 30312.

3. Upon information and belief, Ace is a US subsidiary of Evertrust Group of China organized under the laws of California, with its principal place of business located at 5576A Ontario Mills Pkwy, Ontario, California 91764.

Jurisdiction And Venue

4. This action arises under the laws of the United States prohibiting infringement of United States Patents, 35 U.S.C. § 271.

5. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Ace by reason of the business that Ace has transacted and continues to transact in this judicial district and division. In particular, Ace has made and continues to make, has offered to sell and continues to offer to sell, has sold and continues to sell, has used and

continues to use, and has imported and continues to import patio and outdoor umbrellas that infringe valid and enforceable claims of the ATLeisure Patents.

7. In addition, this Court has personal jurisdiction over Ace because Ace has knowingly and actively engaged in acts that have infringed, will infringe, and/or aid and abet in the direct infringement of claims of the ATLeisure Patents in this judicial district and division.

8. Venue is proper in this district and division pursuant to 28 U.S.C. § 1391, 28 U.S.C. § 1400, and Local Rule 3.1 B.

FACTUAL BACKGROUND

9. On August 17, 1999, the United States Patent and Trademark Office duly and legally issued the '882 Patent, entitled, "Umbrella With Side Support for Tilting and Opening." A copy of the '882 patent is attached as Exhibit A.

10. On May 19, 2009, the United States Patent and Trademark Office duly and legally issued the '679 Patent, entitled, "Covering With Rib Lighting Arrangement." A copy of the '679 patent is attached as Exhibit B.

11. On October 20, 2009, the United States Patent and Trademark Office duly and legally issued the '015 Patent, entitled, "Umbrella Having Structural Rib Configured to Receive Electrical Components and Associated Wiring." A copy of the '015 patent is attached as Exhibit C.

12. ATLeisure has an exclusive license in the ATLeisure Patents, including the right to use and enforce the patents.

13. ATLeisure designs, manufactures, markets, and sells umbrellas, furniture, and fire pits for outdoor living. Specifically, ATLesiure's patio and outdoor umbrellas are designed, manufactured, sold, and distributed throughout the United States and in this judicial district and division by ATLeisure.

14. Upon information and belief, Ace is in the business of designing, manufacturing, distributing, selling, marketing, and importing patio and outdoor umbrellas.

15. Upon information and belief, Ace makes, uses, offers to sell, sells, or imports various patio and outdoor umbrellas. Ace, either directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells and advertises products within the United States, the State of Georgia, and this judicial district and division. Ace has purposefully and voluntarily placed the Accused Products into the stream of commerce with the expectation that they will be purchased by consumers in Georgia and this judicial district and division.

16. Ace has committed and continues to commit acts of patent infringement within the United States, in the State of Georgia and in this judicial

district and division. For example, upon information and belief, Ace has offered for sale and sold various patio and outdoor umbrellas, including the Accused Products to the Bed, Bath, and Beyond ("BB&B") in Atlanta, Georgia. On further information and belief, BB&B sells the Accused Products.

COUNT I: INFRINGEMENT OF THE '882 PATENT

17. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

18. Ace, in violation of 35 U.S.C. § 271, has infringed and continues to infringe the '882 Patent.

19. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

20. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

21. The infringement of the '882 Patent by Ace has been, and continues to be, deliberate, willful and knowing.

22. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

COUNT II: CONTRIBUTORY/INDUCED INFRINGEMENT OF THE '882 PATENT

23. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

24. Ace, in violation of 35 US.C. § 271, has and continues to contribute to and/or induce others, including at least BB&B, to directly infringe the '882 Patent.

25. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

26. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

27. The infringement of the '882 Patent by Ace has been, and continues to be, deliberate, willful, and knowing.

28. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

COUNT III: INFRINGEMENT OF THE '679 PATENT

29. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

30. Ace, in violation of 35 U.S.C. § 271, has infringed and continues to infringe the '679 Patent.

31. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

32. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

33. The infringement of the '679 Patent by Ace has been, and continues to be, deliberate, willful and knowing.

34. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

COUNT IV: CONTRIBUTORY/INDUCED INFRINGEMENT OF THE '679 PATENT

35. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

36. Ace, in violation of 35 US.C. § 271, has and continues to contribute to and/or induce others, including at least BB&B, to directly infringe the '679 Patent.

37. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

38. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

39. The infringement of the '679 Patent by Ace has been, and continues to be, deliberate, willful, and knowing.

40. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

COUNT V: INFRINGEMENT OF THE '015 PATENT

41. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

42. Ace, in violation of 35 U.S.C. § 271, has infringed and continues to infringe the '015 Patent.

43. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

44. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

45. The infringement of the '015 Patent by Ace has been, and continues to be, deliberate, willful and knowing.

46. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

COUNT VI: CONTRIBUTORY/INDUCED INFRINGEMENT OF THE '015 PATENT

47. ATLeisure restates and realleges the foregoing allegations as if fully stated herein.

48. Ace, in violation of 35 US.C. § 271, has and continues to contribute to and/or induce others, including at least BB&B, to directly infringe the '015 Patent.

49. ATLeisure, under 35 U.S.C. § 284, may recover damages adequate to compensate for the infringement of Ace.

50. ATLeisure has been, and continues to be, damaged and irreparably harmed by the infringement of Ace, which will continue unless this Court enjoins Ace.

51. The infringement of the '015 Patent by Ace has been, and continues to be, deliberate, willful, and knowing.

52. The Court should declare this an exceptional case under 35 U.S.C. § 285, entitling ATLeisure to recover treble damages and attorneys' fees.

DEMAND FOR JURY TRIAL

53. ATLeisure demands a trial by jury under Federal Rule of Civil Procedure 39 for all issues triable by jury.

PRAYER FOR RELIEF

ATLeisure prays for judgment in its favor and against Ace as follows:

(a) That Ace has infringed, contributed to, or induced the infringement of one or more claims of the ATLeisure Patents;

(b) That Aces' infringement has been willful;

(c) That this case be declared an exceptional case under 35 U.S.C. § 285;

(d) That ATLeisure be awarded damages adequate to compensate ATLeisure for Aces' infringement of the ATLeisure Patents, including lost profits, but in no event less than a reasonable royalty;

(e) That ATLeisure's damages be trebled;

(f) That ATLeisure be awarded its attorneys' fees and costs;

(g) That this Court enjoin Ace, its officers, directors, principals, agents, servants, employees, successors, assigns, affiliates, and all that are in active concert or participation with them, or any of them, from further infringement of the ATLeisure Patents;

(h) That ATLeisure be awarded pre- and post-judgment interest on all damages;

(i) That ATLeisure be awarded all its costs and expenses in this action; and

(]) Such further and other relief as the Court may deem just and proper.

----------Signature Page Follows----------

DATED: April 12, 2012

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

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FONT CERTIFICATION

The undersigned counsel for Plaintiff hereby certifies that the within and foregoing was prepared using Times New Roman 14-point font in accordance with Local Rule 5.1.

/s/ Jeffrey T. Breloski
Jeffrey T. Breloski
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