

EdiZONE, LLC
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Attorney for Plaintiff,
EdiZONE, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

EDIZONE, LLC, a Delaware limited liability company, <div style="text-align: right;">Plaintiff,</div> <div style="text-align: center;">vs.</div> BRIGGS MEDICAL SERVICE COMPANY, a Delaware corporation, JOBAR HONG KONG LTD, a Hong Kong corporation, and DOES 1 – 50, <div style="text-align: right;">Defendants.</div>	COMPLAINT AND JURY DEMAND Case No.: 2:12-cv-00544 Judge Dee Benson
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EdiZONE, LLC, Plaintiff, hereby alleges and claims against Defendants, Briggs Medical Service Company, Jobar Hong Kong LTD, and Does 1 – 50, as follows:

PARTIES, JURISDICTION & VENUE

1. Plaintiff, EdiZONE, LLC (hereafter “EdiZONE”), is a Delaware limited liability company with its principle place of business in Alpine, Utah. EdiZONE is the current owner of the patent referenced below.

2. On information and belief, EdiZONE believes the following as to each of the Defendants:

a. Defendant Briggs Medical Service Company (hereafter “BRIGGS”) is a Delaware corporation with its principle place of business in Iowa. BRIGGS sells and distributes various products, including seat cushion products with a honeycomb gel cushioning element, throughout the United States of America, including in the State of Utah. BRIGGS has sold its products to internet retailers who also have sold them into the State of Utah.

b. Defendant Jobar Hong Kong LTD (hereafter “JOBAR”) is the equivalent of a United States corporation organized however in Hong Kong with its principle place of business in Hong Kong, China. Upon information and belief, JOBAR exports its products to BRIGGS, including seat cushion products with a honeycomb gel cushioning element, for distribution throughout the United States of America, including in the State of Utah.

c. Defendants Does 1 – 50 are entities or individuals who have made wholesale purchases of JOBAR and BRIGGS seat cushion products with a honeycomb gel cushioning element, for retail sale to consumers within the United States of America, or who are otherwise liable to EdiZONE for patent infringement as alleged herein, and leave will be sought hereafter to bring them into this action as deemed necessary or appropriate and/or their identities become known.

3. On information and belief, Defendants have substantial contacts with Utah and avail themselves of the benefits and protections of Utah law by shipping, distributing and/or selling products in the stream of commerce with the intent that they are sold to consumers within

the State of Utah. Each Defendant has committed patent infringement within the State of Utah in violation of the laws of the United States of America.

4. This Court has personal jurisdiction over the Defendants.

5. Subject matter jurisdiction and venue are founded upon 28 U.S.C. §§ 1331, 1338(a), 1391 and 1400(b).

GENERAL ALLEGATIONS

6. Defendants are selling, or with actual or constructive knowledge are inducing others to sell, within the United States of America seat cushion products that include a honeycomb gel cushioning element, which products are believed to include, but may not be limited to, the following products currently listed on BRIGGS's website: HealthSmart Contoured Seat Cushion, Black (#513-7635-0200) and HealthSmart Contoured Seat Cushion, Gray (#513-7635-0300) (collectively, the "PRODUCTS").

7. After receiving notice that the PRODUCTS infringe upon patents owned by EdiZONE, Defendants have refused to cease and desist their unlawful conduct and/or have refused to pay to EdiZONE fair compensation for all past, present and future use of the intellectual property owned by EdiZONE.

8. EdiZONE is forced by Defendants' conduct to seek protection of its patents and appropriate compensation from the Defendants.

CLAIMS FOR RELIEF

(First Claim for Relief)

9. EdiZONE incorporates herein its allegations set forth above in this Complaint.

10. On May 12, 1998, U.S. Patent No. 5,749,111 (the “111 PATENT”) issued and thereafter through various assignments is now legally assigned to and owned by EdiZONE.

11. The honeycomb gel cushioning element of the PRODUCTS read on one or more claims of the 111 PATENT.

12. Defendants have actual notice of the 111 PATENT through a notice that has been sent to BRIGGS and/or, upon information and belief, they have constructive notice through patent markings on other products.

13. Defendants do not have a licensed right to make, have made, use or sell, or with actual or constructive knowledge of the 111 PATENT induce others to make, use or sell, the PRODUCTS in the United States of America.

14. Accordingly, Defendants are liable for direct infringement and/or for inducing infringement.

15. Upon information and belief, if not enjoined by the Court, Defendants will continue to infringe the 111 PATENT and/or induce infringement of the 111 PATENT.

16. EdiZONE reserves the right to amend this Complaint to allege that Defendants have acted and are acting willfully and with deliberate disregard of EdiZONE’s rights in the 111 PATENT, should there be a basis for such an allegation upon further investigation and discovery.

17. EdiZONE is entitled to recover from Defendants, jointly and severally, monetary damages in an amount not less than a reasonable royalty for all units of PRODUCTS sold. EdiZONE also is entitled to appropriate injunctive relief.

(Second Claim for Relief)

18. EdiZONE incorporates herein its allegations set forth above in this Complaint.

19. On February 22, 2000, U.S. Patent No. 6,026,527 (the “527 PATENT”) issued and thereafter through various assignments is now legally assigned to and owned by EdiZONE.

20. The honeycomb gel cushioning element of the PRODUCTS read on one or more claims of the 527 PATENT.

21. Defendants have actual notice of the 527 PATENT through a notice that has been sent to BRIGGS and/or, upon information and belief, they have constructive notice through patent markings on other products.

22. Defendants do not have a licensed right to make, have made, use or sell, or with actual or constructive knowledge of the 527 PATENT induce others to make, use or sell, the PRODUCTS in the United States of America.

23. Accordingly, Defendants are liable for direct infringement and/or for inducing infringement.

24. Upon information and belief, if not enjoined by the Court, Defendants will continue to infringe the 527 PATENT and/or induce infringement of the 527 PATENT.

25. EdiZONE reserves the right to amend this Complaint to allege that Defendants have acted and are acting willfully and with deliberate disregard of EdiZONE’s rights in the 527 PATENT, should there be a basis for such an allegation upon further investigation and discovery.

26. EdiZONE is entitled to recover from Defendants, jointly and severally, monetary damages in an amount not less than a reasonable royalty for all units of PRODUCTS sold. EdiZONE also is entitled to appropriate injunctive relief.

PRAYER

WHEREFORE, EdiZONE prays for the following relief:

1. A monetary judgment to compensate EdiZONE for its damages;
2. Interest, prejudgment and post judgment, on the monetary judgment;
3. Exemplary damages, costs and attorneys' fees as allowed by law;
4. Injunctive relief and any other equitable relief to prevent continuing damages;
5. All such other relief as the Court deems necessary and appropriate.

JURY DEMAND

EdiZONE demands a trial by jury on all issues so triable.

DATED this 12th day of June, 2012.

/s/ Casey K. McGarvey
Casey K. McGarvey
Attorney for EdiZONE, LLC