IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

LISA CARAMANIS, Plaintiff,	}	CIVIL ACTION NO. _____
v.	}	JURY TRIAL DEMANDED
SEATPETS, LLC, JAY FRANCO & SONS, INC., AND JAY AT PLAY, INT'L HK LTD., Defendants.	}	

COMPLAINT

Plaintiff Lisa Caramanis hereby commences this action against Defendants SeatPets, LLC, Jay Franco & Sons, Inc., and Jay at Play, Int'l HK Ltd. seeking damages, injunctive relief, and an accounting, pleading patent infringement, inducement of infringement, and/or contributory infringement of Plaintiff's United States Patent No. 6,409,271 for a Combined Seat Belt Cover and Pillow.

The Parties

1) Plaintiff Lisa Caramanis is an individual with an address at 143 Partridge Drive, Middleton, New Hampshire 03887. Ms. Caramanis is the sole inventor and owner of the Combined Seat Belt Cover and Pillow disclosed and protected by United States Patent No. 6,409,271.

2) Plaintiff is informed and believes, and on that basis alleges, that Defendant SeatPets, LLC (hereinafter referred to as "SeatPets") is a Limited Liability Company organized under the laws of Wyoming with a principal place of business at 29 Water Street, Suite 214A,

Newburyport, Massachusetts 01950.

3) Plaintiff is informed and believes, and on that basis alleges, that Michael Noll is an individual and an executive officer of SeatPets with an address, as listed in SeatPets' United States Security and Exchange Commission filings, at 29 Water Street, Suite 214A, Newburyport, Massachusetts 01950.

4) Plaintiff is informed and believes, and on that basis alleges, that Keith Ablow, MD is an individual and an executive officer of SeatPets with an address at 36 Water Street, Newburyport, Massachusetts 01950 and an address, as listed in SeatPets' United States Security and Exchange Commission filings, at 29 Water Street, Suite 214A, Newburyport, Massachusetts 01950.

5) Plaintiff is informed and believes, and on that basis alleges, that Robert Ciampitti, Jr. is an individual and an executive officer of SeatPets with an address at 11A Liberty Street, Newburyport, Massachusetts 01950 and an address, as listed in SeatPets' United States Security and Exchange Commission filings, at 29 Water Street, Suite 214A, Newburyport, Massachusetts 01950.

6) Plaintiff is informed and believes, and on that basis alleges, that Amber Roback is an individual and an executive officer of SeatPets with an address at 127 Low Street, Newburyport, Massachusetts 01950 and an address, as listed in SeatPets' United States Security and Exchange Commission filings, at 29 Water Street, Suite 214A, Newburyport, Massachusetts 01950.

7) Plaintiff is informed and believes, and on that basis alleges, that Defendant Jay Franco & Sons, Inc. (hereinafter referred to as "Jay Franco") is a New York Corporation with a principal place of business at 295 Fifth Avenue, Suite 312, New York, New York 10017.

8) Plaintiff is informed and believes, and on that basis alleges, that Defendant Jay at Play, Int'l HK Ltd. (hereinafter referred to as "Jay at Play") is a division or subsidiary of Jay Franco organized under the laws of Hong Kong with a physical address and principal place of business at 295 Fifth Avenue, Suite 312, New York, New York 10017 and a physical address at 1802B-4 Tower 5 China Hong Kong City 33 Canton Road TST Kowloon, Hong Kong.

Jurisdiction and Venue

9) This is an action arising under the Patent Laws of the United States, Title 35 of the United States Code. Jurisdiction and venue are predicated upon United States Code, Title 28, §§ 1331, 1338, 1391(b) and (c) and 1400(b) and M.G.L. c. 223A, § 3.

Facts

10) Plaintiff Lisa Caramanis legally and properly filed a United States Utility Patent Application directed to her invention for a Combined Seat Belt Cover and Pillow on July 13, 2000.

11) United States Patent No. 6,409,271 (hereinafter "the '271 patent"), entitled Combined Seat Belt Cover and Pillow, a true and correct copy of which is appended hereto as Exhibit A, legally and regularly issued to Ms. Caramanis on June 25, 2002.

12) There are no assignees to the '271 patent, there are no persons or entities other than Plaintiff with a right to sublicense or enforce the '271 patent, and no persons or entities other than Plaintiff have a financial interest in the '271 patent.

13) Plaintiff is the sole inventor of the combined seat belt cover and pillow disclosed and protected by the '271 patent, and Plaintiff is the sole owner of all right, title, and interest thereto thereby establishing Plaintiff's right to exclude others from making, using, offering to sell, or selling

in the United States or importing into the United States any device within the scope of coverage provided by the ‘271 patent.

14) This is the first time a complaint alleging infringement of the ‘271 patent has been filed.

15) Defendant SeatPets has marketed and sold and, on information and belief, does still market and sell combined seat belt cover and pillow devices without permission from or compensation to Plaintiff.

16) Plaintiff showed embodiments of her combined seatbelt cover and pillow to persons in and around Newburyport, Massachusetts, the location of SeatPets’ headquarters, and the combined seatbelt cover and pillow devices sold by SeatPets appear to be direct knock-offs of Plaintiff’s patented devices, even including a cat and a dog as illustrated in the ‘271 patent.

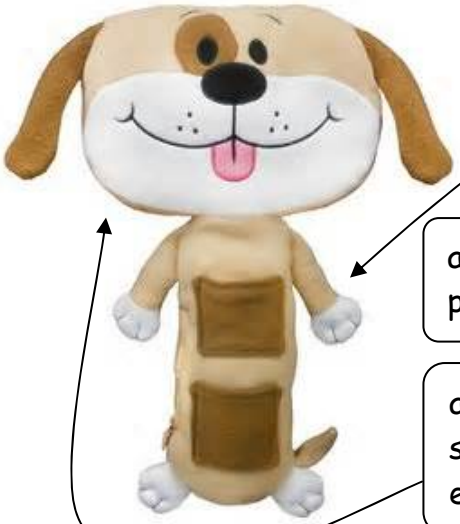
17) Over ten years after Plaintiff filed her patent application, Ciampitti, Ablow, and Roback, together with Defendant SeatPets as assignee, filed their own patent application, entitled Huggable Plush Seatbelt Cover, directed to the combined seat belt cover and pillow in at least the United States, Australia, Canada, and internationally under the Patent Cooperation Treaty.

18) Ciampitti, Ablow, Roback, and SeatPets were already aware of Plaintiff’s ‘271 patent at least by the time they filed their U.S. Utility Patent Application on April 13, 2012.

19) The combined seat belt cover and pillow devices made and sold by Defendant Seatpets include each and every element of at least claims 1, 4, 6, and potentially further claims of the ‘271 patent such that the devices plainly and literally infringe on the ‘271 patent.

20) Claim 1 of the ‘271 patent is separated into its limitations below, and actual embodiments of the combined seat belt cover and pillow sold by SeatPets are depicted and shown to meet each limitation literally.

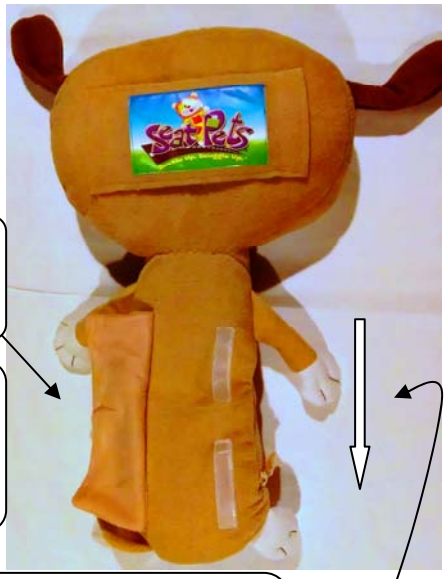
1. A combined seat belt cover and pillow for use relative to a vehicular seat belt arrangement with at least one elongate seat belt to enhance the comfort and safety of a vehicular occupant, the combined seat belt cover and pillow comprising:



an elongate seat belt cover with a first end, a second end, an elongate body portion,

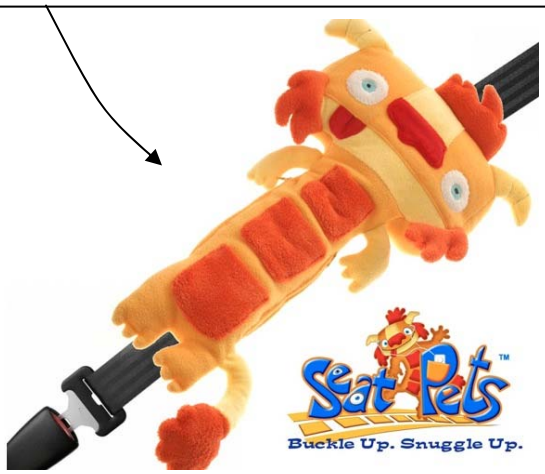
and a means for surrounding at least a portion of the elongate seat belt;

and a pillow coupled to the elongate seat belt cover adjacent to the first end of the elongate seat belt cover



whereby the elongate body portion of the elongate seat belt cover extends away from the pillow in a single direction only toward the second end of the elongate seat belt cover;

whereby the combined seat belt cover and pillow can be coupled to the elongate seat belt of the vehicular seat belt arrangement with the elongate seat belt cover providing cushioning between the elongate seat belt and the vehicular occupant and dispersing a force of the elongate seat belt against the vehicular occupant and with the pillow providing added lateral cushioning for the head of the vehicular occupant.



21) Regarding claim 4, the combined seat belt cover and pillow device sold by SeatPets has an elongate seat belt cover that is padded whereby claim 4 is literally infringed.

22) Further, in the combined seat belt cover and pillow device sold by SeatPets, "the elongate seat belt cover and the pillow cooperate to simulate a head and a body of an animal wherein the pillow simulates the head of the animal and the elongate seat belt cover simulates at least a portion of the body of the animal" as claim 6 requires so that it too is literally infringed.

23) Each known combined seat belt cover and pillow device made and sold by SeatPets, including but not necessarily limited to those sold under the SeatPets mark as "Love Bug the Ladybug," "Bentley the Dog," "Lincoln the Lion," "Mercedes the Cat," "Malibu the Monkey," and each of the various monster versions of the device including "Whish," "Awty (Are We There Yet)" and "Airheart," literally meets all limitations of one or more claims of the '271 patent.

24) Plaintiff provided express written notice of the '271 patent and of Defendants' alleged infringement thereof to Defendants SeatPets and, in so doing, to Keith Ablow, MD, Michael Noll, Amber Roback, and Robert Ciampitti, Jr.

25) Indeed, in a letter to Defendant SeatPets, Plaintiff advised, "Your client has direct knowledge of the '271 patent, and no reasonable argument against infringement exists. If your client chooses to continue making and selling these combined seat belt covers and pillows, it will do so with objectively reckless disregard for my client's patent rights."

26) The pre-suit notification identified United States Patent No. 6,409,271, identified Ms. Caramanis as the '271 patent's inventor and owner, identified the accused products, and explained with particularity how the accused products meet the limitations of one or more claims of the '271 patent.

27) Despite having notice of the ‘271 patent and their alleged infringement thereof, Defendant SeatPets continued and still does continue manufacturing, marketing, and selling the accused combined seat belt cover and pillow devices unabated and without substantial change whereby the infringement is in all respects willful.

28) Moreover, Defendant SeatPets’ has licensed and, in so doing, induced Defendants Jay Franco and Jay at Play to manufacture, market, and/or sell combined seat belt cover and pillow devices in the United States.

29) The combined seat belt cover and pillow devices sold by Defendants Jay Franco and Jay at Play include each and every element of at least claims 1, 4, 6, and potentially further claims of the ‘271 patent such that the devices plainly and literally infringe on the ‘271 patent.

30) Defendant SeatPets and Michael Noll, Amber Roback, Robert Ciampitti, Jr., and Keith Ablow, MD knew or should have known their actions would induce actual infringement by Defendants Jay Franco and Jay at Play.

31) Defendants Jay Franco and Jay at Play’s sale of the accused combined seat belt cover and pillow devices continues in Massachusetts and throughout the United States.

32) Defendants Jay Franco and Jay at Play marketed and sold and do market and sell the combined seat belt cover and pillow devices without permission from or compensation to Plaintiff.

33) Defendants SeatPets, Jay Franco, and Jay at Play have purposefully conducted systematic and continuous activity in and toward Massachusetts, including by shipping the accused products into Massachusetts through established distribution channels, and the patent infringement alleged herein arises out of those activities.

34) Each known combined seat belt cover and pillow device made and sold by Defendants Jay Franco and Jay at Play, including but not necessarily limited to those sold under

the SeatPets mark as the SeatPets Ladybug, Dog, Lion, Cat, and Monkey is substantially identical in construction to the devices sold by SeatPets, and each literally meets all limitations of one or more claims of the ‘271 patent.

35) Defendants Jay at Play and Jay Franco share a physical address, packaging for the accused products sold by Defendants Jay at Play and Jay Franco includes only that shared address, email addresses for officers of Defendant Jay at Play use the domain name of Defendant Jay Franco, officers for Defendant Jay at Play list the shared physical address with Defendant Jay Franco as their contact address, officers for Defendant Jay at Play list the same telephone number as Defendant Jay Franco as their telephone contact, officers of Defendant Jay at Play are listed as officers of Defendant Jay Franco, and Defendant Jay Franco is the owner of the JAY AT PLAY federally registered trademark and other intellectual property used by Defendant Jay at Play.

36) Defendant Jay Franco at times identifies Defendant Jay at Play as a division of Defendant Jay Franco rather than as a subsidiary.

37) Defendant Jay at Play is the alter ego and agent of Defendant Jay Franco, and its actions as alleged herein have been controlled and induced by and to the benefit of Defendant Jay Franco.

38) On information and belief, Michael Noll is Chief Executive Officer of SeatPets and has, together with Amber Roback, Robert Ciampitti, Jr., and Keith Ablow, MD, personally participated in, induced, approved, directed, ordered, and/or controlled the manufacture, marketing, sale of the infringing goods by Defendant SeatPets, the continued sale of such goods after notice of the ‘271 patent, and the licensing of infringing products to Defendants Jay Franco and Jay at Play.

39) On information and belief, Amber Roback is Chief Operating Officer of SeatPets

and has, together with Michael Noll, Robert Ciampitti, Jr., and Keith Ablow, MD, personally participated in, induced, approved, directed, ordered, and/or controlled the manufacture, marketing, sale of the infringing goods by Defendant SeatPets, the continued sale of such goods after notice of the '271 patent, and the licensing of infringing products to Defendants Jay Franco and Jay at Play.

40) On information and belief, Robert Ciampitti, Jr. is a Managing Member of SeatPets and has, together with Michael Noll, Amber Roback, and Keith Ablow, MD, personally participated in, induced, approved, directed, ordered, and/or controlled the manufacture, marketing, sale of the infringing goods by Defendant SeatPets, the continued sale of such goods after notice of the '271 patent, and the licensing of infringing products to Defendants Jay Franco and Jay at Play.

41) On information and belief, Keith Ablow, MD is a Managing Member of SeatPets and has, together with Michael Noll, Amber Roback, and Robert Ciampitti, Jr., personally participated in, induced, approved, directed, ordered, and/or controlled the manufacture, marketing, sale of the infringing goods by Defendant SeatPets, the continued sale of such goods after notice of the '271 patent, and the licensing of infringing products to Defendants Jay Franco and Jay at Play.

Count I
Direct Infringement of U.S. Patent No. 6,409,271 by SeatPets, LLC

42) Plaintiff incorporates by reference all allegations set forth in Paragraphs one (1) through forty-one (41) of this Complaint.

43) Plaintiff is the sole owner of all right, title, and interest in and to U.S. Patent No.

6,409,271, and Plaintiff has the authority to bring this suit.

44) Defendant SeatPets has been and now is directly infringing the '271 patent in the United States by, among other things, making, using, importing, offering for sale, and/or selling combined seat belt cover and pillow devices that fall within the scope of protection afforded by the '271 patent in the United States in violation of 35 U.S.C. § 271.

45) To the extent that facts learned in discovery prove the personal and/or direct liability of Robert Ciampitti, Jr., Michael Noll, Amber Roback, and Keith Ablow, MD, Plaintiff reserves the right to add those persons as parties in accordance with the Federal Rules of Civil Procedure.

46) Further, to the extent that facts learned in discovery prove that SeatPets' and, if applicable, Robert Ciampitti, Jr.'s, Michael Noll's, Amber Roback's, and/or Keith Ablow, MD's, infringement of the '271 patent is or has been willful, Plaintiff reserves the right to request such a finding at the time of trial.

47) As a result of Defendant's infringing activities, Plaintiff has been and will be damaged whereby Plaintiff is entitled to compensation from Defendant pursuant to 35 U.S.C. § 284 in an amount that cannot presently be quantified but that will be ascertained at trial.

48) Because the harm that Plaintiff is incurring and will incur in the future is substantially impossible to determine with precision, Plaintiff has no adequate remedy at law to redress such future infringement, and Plaintiff will suffer immediate and irreparable harm if the future infringement is not prevented. Accordingly, Plaintiff, having a reasonable likelihood of success on the merits of this case, is entitled to injunctive relief as set forth in 35 U.S.C. § 283 to prevent further infringement by Defendant.

Count II
Inducement of Infringement and/or Contributory Infringement
of U.S. Patent No. 6,409,271 by SeatPets, LLC

49) Plaintiff incorporates by reference all allegations set forth in Paragraphs one (1) through forty-eight (48) of this Complaint.

50) Plaintiff is the sole owner of all right, title, and interest in and to U.S. Patent No. 6,409,271, and Plaintiff has the authority to bring this suit.

51) Defendant SeatPets has induced infringement of and/or contributed to the infringement of the '271 patent in the United States by, among other things, inducing Jay Franco & Sons, Inc., and/or Jay at Play, Int'l HK Ltd. to make, use, import, offer for sale, and/or sell combined seat belt cover and pillow devices that fall within the scope of protection afforded by the '271 patent in the United States in violation of 35 U.S.C. § 271.

52) To the extent that facts learned in discovery prove the personal and/or direct liability of Robert Ciampitti, Jr., Michael Noll, Amber Roback, and Keith Ablow, MD for inducing and/or contributing to the infringement of the '271 patent, Plaintiff reserves the right to add those persons as parties in accordance with the Federal Rules of Civil Procedure.

53) Further, to the extent that facts learned in discovery prove that SeatPets' and, if applicable, Robert Ciampitti, Jr.'s, Michael Noll's, Amber Roback's, and/or Keith Ablow, MD's, induced and/or contributory infringement of the '271 patent is or has been willful, Plaintiff reserves the right to request such a finding at the time of trial.

54) As a result of Defendant's infringing activities, Plaintiff has been and will be damaged whereby Plaintiff is entitled to compensation from Defendant pursuant to 35 U.S.C. § 284 in an amount that cannot presently be quantified but that will be ascertained at trial.

55) Because the harm that Plaintiff is incurring and will incur in the future is

substantially impossible to determine with precision, Plaintiff has no adequate remedy at law to redress such future infringement, and Plaintiff will suffer immediate and irreparable harm if the future infringement is not prevented. Accordingly, Plaintiff, having a reasonable likelihood of success on the merits of this case, is entitled to injunctive relief as set forth in 35 U.S.C. § 283 to prevent further inducement of infringement and/or contributory infringement by Defendant.

Count III
Direct Infringement of U.S. Patent No. 6,409,271
by Jay Franco & Sons, Inc. and Jay at Play, Int'l HK Ltd.

56) Plaintiff incorporates by reference all allegations set forth in Paragraphs one (1) through fifty-five (55) of this Complaint.

57) Plaintiff is the sole owner of all right, title, and interest in and to U.S. Patent No. 6,409,271, and Plaintiff has the authority to bring this suit.

58) Defendants Jay Franco & Sons, Inc. and Jay at Play, Int'l HK Ltd. have been and now are directly infringing the '271 patent in the United States by, among other things, making, using, importing, offering for sale, and/or selling combined seat belt cover and pillow devices that fall within the scope of protection afforded by the '271 patent in the United States in violation of 35 U.S.C. § 271.

59) To the extent that facts learned in discovery prove that Jay Franco & Sons, Inc. and/or Jay at Play, Int'l HK Ltd.'s infringement of the '271 patent is or has been willful, Plaintiff reserves the right to request such a finding at the time of trial.

60) As a result of Defendants' infringing activities, Plaintiff has been and will be damaged whereby Plaintiff is entitled to compensation from Defendants pursuant to 35 U.S.C. § 284 in an amount that cannot presently be quantified but that will be ascertained at trial.

61) Because the harm that Plaintiff is incurring and will incur in the future is substantially impossible to determine with precision, Plaintiff has no adequate remedy at law to redress such future infringement, and Plaintiff will suffer immediate and irreparable harm if the future infringement is not prevented. Accordingly, Plaintiff, having a reasonable likelihood of success on the merits of this case, is entitled to injunctive relief as set forth in 35 U.S.C. § 283 to prevent further infringement by Defendants.

Demand for Jury Trial

Plaintiff most respectfully demands a trial by jury on all issues so triable.

Prayers for Relief

WHEREFORE, Plaintiff claims damages and prays that judgment be entered in her favor against each Defendant, and that Plaintiff be granted the following relief:

A) a holding that each Defendant has directly infringed, induced infringement of, and/or contributorily infringed U.S. Patent No. 6,409,271;

B) temporary, preliminary, and permanent injunctions enjoining each Defendant and their employees, agents, servants, representatives, and any persons or entities acting in privity or active concert with any Defendant from:

i) further infringing, either directly, contributorily, or by way of inducement, U.S. Patent No. 6,409,271; and

ii) using, marketing, selling, licensing, offering to sell, or otherwise distributing combined seat belt cover and pillow devices with a structure

or use within the scope of U.S. Patent No. 6,409,271;

C) an Order compelling each Defendant to deliver up for destruction all infringing goods within its possession;

D) an award of actual damages as determined by the Court and/or jury in this case;

E) an award of damages with respect to each Defendant, not less than a reasonable royalty, sufficient to compensate Plaintiff for the respective Defendant's acts of infringement, inducement of infringement, and/or contributory infringement;

F) an award of amplified damages with respect to each Defendant pursuant to 35 U.S.C. § 284 in an amount of three times the damages caused by that Defendant should the infringement by that Defendant be found to be willful;

G) an award of attorneys' fees from each Defendant pursuant to 35 U.S.C. § 285;

H) an accounting of and the imposition of a constructive trust on all profits, proceeds, and other compensation received by each Defendant on its sales and/or licensing of infringing devices;

I) an award of pre-judgment, judgment, and post-judgment interest from each Defendant as allowed by law;

J) an award of all litigation costs and expenses incurred by Plaintiff in connection with this controversy; and

K) such further relief as the Court deems fair and/or equitable in this case.

Verification

I, Lisa Caramanis, Plaintiff in the above-captioned action, do hereby depose and state under oath that I have read this Complaint, and I do hereby certify that each and every allegation contained herein is true and accurate and based upon my own personal knowledge, information, and belief. To the extent this verification is based upon information and belief, I believe the information to be true and accurate.

Signed and sealed under the pains and penalties of perjury.

Lisa Caramanis

Dated: February 3, 2014

Respectfully submitted,

Plaintiff ~~Lisa~~ Caramanis,
by her Attorney,

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