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 RESTORATION HARDWARE, INC.
 7 and RH US, LLC
 8

9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 RESTORATION HARDWARE, INC.,
 a Delaware corporation, and RH US,
 13 LLC, a Delaware limited liability
 company,
 14
 Plaintiffs,
 15
 vs.
 16 SOUTH SEA RATTAN FURNITURE,
 17 INC., a North Carolina corporation,
 18
 Defendant.

Civil Case No.: 3:15-cv-00891-EDL

**The Honorable Magistrate Judge
 Elizabeth D. Laporte**

**PLAINTIFFS RESTORATION
 HARDWARE, INC. AND RH US,
 LLC'S CASE MANAGEMENT
 STATEMENT AND [PROPOSED]
 ORDER**

3993 Howard Hughes Parkway
 Suite 600
 Las Vegas, NV 89169-5996
**LEWIS ROCA
 ROTHGERBER**

20 Plaintiffs Restoration Hardware, Inc. and RH US, LLC (collectively, "RH")
 21 hereby submit this Case Management Statement and Proposed Order pursuant to the
 22 Court's Case Management Order (Doc. No. 19) and Civil Local Rule 16-9.

23 **1. Jurisdiction and Service:**

24 This Court has subject matter jurisdiction over this action pursuant to
 25 28 U.S.C. §§ 1331 and 1338 because this action involves claims for patent
 26 infringement in violation of 35 U.S.C. § 1, *et seq.*

27 After Defendant was notified of this suit, RH and Defendant agreed to the
 28 basic terms of settlement. A standard settlement agreement was drafted, which

1 Defendant reviewed and indicated they had no major problems with. Since July 30,
2 2015, RH has been awaiting return of the executed settlement agreement from
3 Defendant. However, each week, Defendant promised to respond to RH but has not
4 done so. The last communication RH had with Defendant was on August 13, at
5 which time Defendant promised to get back to RH the following week.

6 To date, RH has received no response. RH has been requesting extensions
7 of the case management conference in hopes of resolving this matter amicably. In
8 light of the recent events, RH believes settlement discussions have stalled.
9 Accordingly, RH has arranged for service of process and intends to proceed with
10 litigation.

11 **2. Facts:**

12 RH is an innovative and popular luxury brand for home furnishings. RH
13 holds design patents for its furniture designs. RH alleges that Defendant sells
14 products that violate RH’s patents. RH brought this action for damages and other
15 appropriate relief.

16 **3. Legal Issues:**

- 17 • RH’s ownership of the patents-in-suit;
- 18 • Whether Defendant has infringed the patents-in-suit; and
- 19 • The amount of damages Defendant should pay RH.

20 **4. Pending And Anticipated Motions:**

21 None.

22 **5. Anticipated Pleading Amendments:**

23 None.

24 **6. Evidence Preservation:**

25 RH’s counsel certifies that it has reviewed the Guidelines Relating to the
26 Discovery of Electronically Stored Information. Because Defendant has not been
27 served, there has not been a conference held regarding reasonable and proportionate
28 steps taken to preserve electronic evidence. However, RH confirms that it has taken

1 steps to preserve evidence relevant to the issues reasonably evident in this action.

2 **7. Disclosures:**

3 Because Defendant has not been served, the parties have not conducted a Rule
4 26(f) conference and have not discussed a proposed discovery plan.

5 **8. Discovery:**

6 Because Defendant has not been served, the parties have not conducted a Rule
7 26(f) conference and have not discussed a proposed discovery plan.

8 **9. Class Actions:**

9 Not applicable.

10 **10. Related Cases:**

11 RH has filed several enforcement actions in this district against other
12 infringers of RH's intellectual property:

- 13 • *Restoration Hardware, Inc., et al. v. South Sea Rattan Furniture, Inc.,*
14 Case No. 3:15-cv-00891-EDL;
- 15 • *Restoration Hardware, Inc. et al. v. Stanislaus Funding, Inc. et al.,*
16 Case No. 3:15-00892-EDL;
- 17 • *Restoration Hardware, Inc. et al. v. Chicago Wicker & Trading Co.,*
18 Case No. 3:15-00894-EDL;
- 19 • *Restoration Hardware, Inc., et al. v. Heng Zhong,*
20 Case No. 4:15-cv-00937-KAW;
- 21 • *Restoration Hardware, Inc., et al. v. HFONC, Inc., et al.,*
22 Case No. 4:15-cv-00954-DMR;
- 23 • *Restoration Hardware, Inc., et al. v. Light in the Box Ltd.,*
24 Case No. 4:15-cv-00924-KAW;
- 25 • *Restoration Hardware, Inc., et al. v. Patio Shoppers, Inc.,*
26 Case No. 4:15-cv-00936-DMR;
- 27 • *Restoration Hardware, Inc., et al. v. PHX Lighting, LLC,*
28 Case No. 3:15-cv-00918-EDL;

- 1 • *Restoration Hardware, Inc. et al. v. Topson Lighting, Ltd.*,
2 Case No. 5:15-cv-00938-HRL; and
- 3 • *Restoration Hardware, Inc. et al. v. HomeLava Ltd.*,
4 Case No. 3:15-cv-00926-EDL.

5 In an order dated May 12, 2015, in *Restoration Hardware, Inc., et al. v. South*
6 *Sea Rattan Furniture, Inc.*, Case No. 3:15-cv-00891-EDL, (Doc. 13) Magistrate
7 Judge Elizabeth D. Laporte determined that the following cases are related under
8 local Civil Rule 3-12:

- 9 • *Restoration Hardware, Inc., et al. v. South Sea Rattan Furniture, Inc.*,
10 Case No. 3:15-cv-00891-EDL;
- 11 • *Restoration Hardware, Inc. et al. v. Stanislaus Funding, Inc. et al.*,
12 Case No. 3:15-00892-EDL; and
- 13 • *Restoration Hardware, Inc. et al. v. Chicago Wicker & Trading Co.*,
14 Case No. 3:15-00894-EDL.

15 Each of these cases have been assigned to Magistrate Judge Laporte. With
16 respect to the other cases, while RH does not believe they are related cases under
17 Civil Local Rule 3-12 because they involve different defendants selling different
18 products, RH does not oppose assignment to a single judge. *See, e.g., EIT Holdings*
19 *LLC v. Yelp!, Inc.*, No. C 10–05623 WHA, 2011 WL 2192820, 2 (N.D. Cal. May 12,
20 2011) (“Given the disparity in defendants, websites, and other disparate issues
21 discussed herein like damages, willfulness, and discovery supervision, it is worth
22 adding that the allegations against each defendant would *not* be related under our
23 civil local rules even if brought here as separate actions. *See* Civil L.R. 3–
24 12(a)(2)”).

25 **11. Relief:**

26 RH seeks both injunctive relief and damages under the Patent Act.

27 **12. Settlement and ADR:**

28 The parties were engaging in settlement discussions but those discussions

1 have stalled.

2 **13. Consent to Magistrate For All Purposes:**

3 RH has consented to the Magistrate Judge assigned to this case for all
4 purposes.

5 **14. Other References:**

6 This case is not suitable for reference to binding arbitration, a special master,
7 or the Judicial Panel on Multidistrict Litigation.

8 **15. Narrowing of Issues:**

9 Because Defendant has not been served, the parties have not discussed
10 narrowing the issues.

11 **16. Expedited Trial Procedure:**

12 Because Defendant has not been served, the parties have not discussed
13 whether this case can be handled under the Expedited Trial Procedures.

14 **17. Scheduling:**

15 Because Defendant has not been served, the parties have not discussed
16 discovery scheduling.

17 **18. Trial:**

18 RH did not demand a jury trial. RH preliminarily estimates that a bench trial
19 would require between 3 to 5 trial days.

20 **19. Disclosure of Non Party Interested Entities or Persons:**

21 RH has filed its certification of interested entities or persons. Pursuant to
22 Rule 7.1 of the Federal Rules of Civil Procedure, Plaintiffs Restoration Hardware,
23 Inc. and RH US, LLC are each direct or indirect wholly owned subsidiaries of
24 Restoration Hardware Holdings, Inc., a publicly traded Delaware corporation.

25 Pursuant to Civil Local Rule 3-15, the undersigned certifies that, as of this
26 date, other than the named parties, there are no entities or persons who have a
27 financial interest in the subject matter in controversy or in a party to the proceeding,
28 or any other kind of interest that could be substantially affected by the outcome of

1 the proceeding.

2 **20. Professional Conduct:**

3 RH's counsel of record has reviewed the Guidelines for Professional Conduct
4 for the Northern District of California.

5 **21. Other Matters That Would Facilitate a Just, Speedy and**
6 **Inexpensive Disposition of this Matter:**

7 RH has arranged for service of process but as of this date, service has not been
8 complete. In light of this, RH requests that the Case Management Conference be
9 continued for fourteen (14) days. Once RH completes service, its counsel will
10 arrange the necessary conferences with opposing counsel, discuss the relevant
11 matters required under Rule 26 and local rules.

12
13 Respectfully submitted,

14
15 Dated: August 25, 2015

16 By: /s/ Aaron D. Johnson

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20 Attorneys for Plaintiffs
21 RESTORATION HARDWARE, INC.
and RH US, LLC.

CASE MANAGEMENT ORDER

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2 Based on the **PLAINTIFFS RESTORATION HARDWARE, INC. AND**
3 **RH US, LLC'S CASE MANAGEMENT STATEMENT AND [PROPOSED]**
4 **ORDER** filed by Plaintiffs on August 25, 2015, the Court hereby continues the Case
5 Management Conference for this case for 14 days until _____ September 15, 2015
6 at 10:00 am/pm. All related deadlines under Federal Rules of Civil Procedure 16
7 and 26 and applicable case management and discovery local rules and standing
8 orders shall be continued to accord with the new conference date.

9 IT IS SO ORDERED

10 Dated: August 26, 2015

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12 By: *Elizabeth D. Laporte*
13 The Honorable Magistrate Judge
14 Elizabeth D. Laporte
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