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 RESTORATION HARDWARE, INC.
 7 RH US, LLC

8
 9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11
 12 RESTORATION HARDWARE, INC.,
 a Delaware corporation, and RH US,
 13 LLC, a Delaware limited liability
 company,

14 Plaintiffs,

15 vs.

16 GO HOME LTD., a Georgia corporation,
 17 Defendant.
 18

Civil Case No.: 3:15-cv-03960-JSC

**The Honorable Magistrate Judge
 Joseph C. Spero**

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

19
 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 Order Setting Initial Case Management Conference and ADR Deadlines
 23 (Doc. No. 4) and Civil Local Rule 16-9.

24 **1. Jurisdiction and Service:**

25 This Court has subject matter jurisdiction over this action pursuant to 28
 26 U.S.C. §§ 1331, 1338, and 1367 because this action involves claims for patent
 27 infringement in violation of 35 U.S.C. § 1, *et seq*, and related state law claims.

28 After Defendant was notified of this matter, Defendant expressed an interest

1 in settlement. The parties have made substantial progress in settlement terms but
2 require have not finalized those terms. To facilitate settlement and conserve costs,
3 Defendant has not been formally served.

4 **2. Facts:**

5 RH is an innovative and popular luxury brand for home furnishings. RH
6 holds design patents for its furniture designs. RH alleges that Defendant continues
7 to sell products that violate RH's patents, and breached the terms of the Settlement
8 Agreement. RH brought this action for damages and other appropriate relief.

9 **3. Legal Issues:**

- 10
 - RH's ownership of the patents-in-suit;
 - 11 • Whether Defendant has infringed the patents-in-suit;
 - 12 • Whether Defendant breached the Settlement Agreement; and
 - 13 • The amount of damages Defendant should pay RH.

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

15 None.

16 **5. Anticipated Pleading Amendments:**

17 None.

18 **6. Evidence Preservation:**

19 RH's counsel certifies that it has reviewed the Guidelines Relating to the
20 Discovery of Electronically Stored Information. Because Defendant has not been
21 served, there has not been a conference held regarding reasonable and proportionate
22 steps taken to preserve electronic evidence. However, RH confirms that it has taken
23 steps to preserve evidence relevant to the issues reasonably evident in this action.

24 **7. Disclosures:**

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

27 ///

28 ///

8. Discovery:

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

9. Class Actions:

Not applicable.

10. Related Cases:

Not applicable.

11. Relief:

RH seeks both injunctive relief and damages under the Patent Act, and damages as a result of the breach of contract.

12. Settlement and ADR:

The parties are engaged in informal settlement discussions.

13. Consent to Magistrate For All Purposes:

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

14. Other References:

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

15. Narrowing of Issues:

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

16. Expedited Trial Procedure:

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

17. Scheduling:

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

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

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

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

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

Because of the pending settlement discussions, RH requests that the Case Management Conference be continued for sixty (60) days.

Respectfully submitted,

By: /s/ Michael J. McCue

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CASE MANAGEMENT ORDER

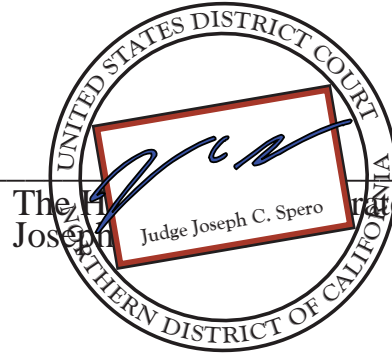
Based on the **PLAINTIFFS RESTORATION HARDWARE, INC. AND RH US, LLC'S CASE MANAGEMENT STATEMENT AND [PROPOSED] ORDER** filed by Plaintiffs on November 16, 2015, the Court hereby continues the Case Management Conference for this case for 60 days until Feb. 19, 2016, ~~2015~~ at 2:00 ~~am~~/pm. All related deadlines under Federal Rules of Civil Procedure 16 and 25 and applicable case management and discovery local rules and standing orders shall be continued to accord with the new conference date.

Updated case management conference statement due 2/12/16.

IT IS SO ORDERED

Dated: 11/17/15

By: _____



The Honorable Judge
Joseph C. Spero