

## Merchant & Gould Protects Snap-Saver™ LLC through Settlement with Newell Rubbermaid Inc. and Target Corporation

### Company Background

Snap-Saver™ LLC, headquartered in San Diego, specializes in the manufacture and marketing of storage containers. With its unique patented design, Snap-Saver™ lids snap to the bottom of their matching bowls when not in use, so one never has to look for the lid. In addition, Snap-Saver™ lids snap into lids and same-sized bowls nest in each other, creating a storage system that stacks neatly and efficiently in kitchen drawers and cabinets. Snap-Saver™ products are microwave-safe, dishwasher-safe and freezer-safe. The No-Brainer Container™ is manufactured in the United States using the best materials and craftsmanship.

### Challenge

Kate Adams, the founder of Snap-Saver, LLC filed for and received a patent for her unique storage container design in 1996. Several years ago, after a patent on the product was issued, Adams presented it to Rubbermaid Inc. and other companies for possible licensing and/or collaboration. Rubbermaid expressed interest, but no agreement was reached at that time. Adams then formed Snap-Saver to make and sell the patented product.

In early 2007, Adams learned that Target Corporation began selling the Premier product line from Rubbermaid. Adams believed this product line, which also provided lids that snapped to other lids and the bottom of bowls, infringed upon her patent.

Facing two major corporations, Newell Rubbermaid and Target, as well as slumping sales as a result of the alleged infringement, Adams hired Merchant & Gould to protect her intellectual property.

### Solution

Merchant & Gould filed a patent infringement lawsuit on behalf of Ms. Adams and Snap-Saver, LLC against both Newell-Rubbermaid and Target. In this David vs. Goliath battle, Merchant & Gould sought to level the playing field by seeking out one of the fastest federal district courts in the country, the Western District of Wisconsin Federal Court based in Madison, Wisconsin.

Instead of waiting the typical two to three years for a trial (not including an appeal), the Court in Madison set a trial date of January 2007, just seven months after Snap-Saver and Ms. Adams sued. Rubbermaid moved to transfer the case to North Carolina, but the Court denied this motion. In November 2007, the judge ruled in Snap Saver's favor on a key infringement motion, denying Rubbermaid's motion for summary judgment of noninfringement.

In January 2007, with trial less than two weeks away, Snap Saver and Ms. Adams reached a global settlement with Newell-Rubbermaid, its subsidiary Rubbermaid, and Target. The settlement includes a license agreement with Newell Rubbermaid and Rubbermaid. The settlement also includes a stipulation filed with the Court and signed by Newell Rubbermaid and Rubbermaid acknowledging the scope and validity of Ms. Adams' patent. Ms. Adams looks forward to working with Rubbermaid under the license agreement.

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