

JURISDICTION AND VENUE

7. The allegations set forth in paragraphs 1-6 are hereby realleged in this section.

8. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. Venue is proper in this judicial district, pursuant to at least 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

PATENT INFRINGEMENT COUNTS

11. The allegations set forth and/or realleged in paragraphs 1-10 are hereby realleged in this section.

12. The "First Accused Products" are Life Fitness Signature Series single station weight machines offered for sale and sold by Life Fitness, examples of which are shown in the attached Exhibit A.

13. The First Accused Products and/or the manner in which they are manufactured and/or used fall within the scope of at least Krull's U.S. Patent Nos. 6,902,516 ('516 Patent) and 8,137,248 ('248 Patent) (collectively "First Asserted Patents").

14. The "Second Accused Products" are Life Fitness Pro2 Series and Optima Series weight machines offered for sale and sold by Life Fitness, examples of which are shown in the attached Exhibit B.

15. The Second Accused Products and/or the manner in which they are manufactured and/or used fall within the scope of at least Krull's U.S. Patent No. 6,387,019 ('019 Patent or the "Second Asserted Patent").

16. Anytime purchases for use in the clubs it owns and operates and induces its franchisee clubs to purchase fitness equipment from Anytime approved manufacturers. Life Fitness is an Anytime approved manufacturer.

17. Anytime also purchases, for use in the clubs it owns and operates, and induces its franchisee clubs to purchase Anytime approved models, brands or series of fitness equipment. The First Accused Products are an Anytime approved series of fitness equipment.

18. Anytime franchisee clubs, acting upon and in accordance with Anytime's inducement, have purchased and used, and continue to use, the First Accused Products in their clubs.

19. The Anytime franchisees operating at 225 East Bremer Avenue, Suite 103, Colfax Wisconsin; 3961 Washington Road, McMurray, Pennsylvania; 24619 Gibraltar Road, Flat Rock Michigan; and 127 Laura Drive, Thibodaux, Louisiana, each promote the availability of First Accused Products at their club.

20. Anytime receives consideration from or through Life Fitness for inducing its franchisee clubs to purchase the First Accused Products.

21. On April 30, 2013, Krull initiated an action against Anytime Fitness and Life Fitness alleging that the First Accused Products infringed the '248 Patent and the '516 Patent, and that the Second Accused Products infringed the '019 Patent by filing a complaint with the United States District Court for the Western District of Texas, San Antonio Division (Civil

Action No. SA-13-CA-364-FB) (Texas Complaint). Krull did not serve the Texas Complaint upon Anytime Fitness or Life Fitness.

22. Defendants named in a complaint alleging patent infringement routinely receive correspondence from law firms shortly after the complaint has been filed, advising the defendants of the lawsuit and offering assistance in defending the action (Solicitation Notice).

23. Upon information and belief, Anytime Fitness received at least one Solicitation Notice shortly after April 30, 2013 advising them of the Texas Complaint (TX Solicitation Notice).

24. Upon information and belief Anytime Fitness has continued to induce its franchisee's to purchase the First Accused Products for use in their clubs (i) after receipt of a TX Solicitation Notice, and (ii) after the September 19, 2013 service of the summons and complaint in this Minnesota action.

25. Such continued inducement by Anytime Fitness referenced in paragraph 25 has been with knowledge that the First Accused Products infringed the '248 Patent and the '516 Patent.

26. Krull is the sole and rightful owner of all right, title and interest in and to the First Asserted Patents and the Second Asserted Patent.

27. The activities of Defendants involving the First Accused Products have infringed the First Asserted Patents to the detriment of Krull, and entitle Krull to injunctive relief, damages, enhanced damages, reasonable attorney fees, and costs.

28. The activities of Defendant Life Fitness involving the Second Accused Products have infringed the Second Asserted Patent to the detriment of Krull, and entitle Krull to injunctive relief, damages, enhanced damages, reasonable attorney fees, and costs.

29. In December of 2011, Krull notified Life Fitness that the First Accused Products infringed the '516 Patent, and that the Second Accused Products infringed the '019 Patent.

30. In April of 2012, Krull notified Life Fitness that the First Accused Products infringed the '248 Patent.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 6,902,516

31. The allegations set forth and/or realleged in paragraphs 1-31 are hereby realleged in this section.

32. The '516 Patent was duly and properly issued by the U.S. Patent and Trademark Office on June 7, 2005, and remains in full force and effect.

33. A true and correct copy of the '516 Patent is attached hereto as Exhibit C.

34. Each Defendant has infringed and induced infringement of the '516 Patent by making, using, offering for sale, selling and/or importing the First Accused Products in the United States, and/or inducing another to use the First Accused Products in the United States.

35. Such infringement activity by Defendants has been knowing and willful.

36. By reason of the foregoing, Krull is entitled to relief against each Defendant, pursuant to at least 35 U.S.C. § 284.

37. Unless enjoined by this Court, Defendants will continue to infringe upon the '516 Patent.

38. As a direct and proximate result of the acts of Defendants alleged above, Krull has sustained and will continue to sustain lost revenues, while Defendants continue to realize profits. Krull will continue to sustain such damages until Defendants' infringing actions are enjoined by this Court.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 8,137,248

39. The allegations set forth and/or realleged in paragraphs 1-31 are hereby realleged in this section.

40. The '248 Patent was duly and properly issued by the U.S. Patent and Trademark Office on March 20, 2012, and remains in full force and effect.

41. A true and correct copy of the '248 Patent is attached hereto as Exhibit D.

42. Each Defendant has infringed, induced infringement of,, and continue to infringe and induce infringement of the '248 Patent by making, using, offering for sale, selling and/or importing the First Accused Products in the United States, and/or inducing another to use the First Accused Products in the United States.

43. Such infringement activity by Defendants has been knowing and willful.

44. By reason of the foregoing, Krull is entitled to relief against each Defendant, pursuant to at least 35 U.S.C. § 284.

45. Unless enjoined by this Court, Defendants will continue to infringe upon the '248 Patent.

46. As a direct and proximate result of the acts of Defendants alleged above, Krull has sustained and will continue to sustain lost revenues, while Defendants continue to realize profits. Krull will continue to sustain such damages until Defendants' infringing actions are enjoined by this Court.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 6,387,019

47. The allegations set forth and/or realleged in paragraphs 1-31 are hereby realleged in this section.

48. The '019 Patent was duly and properly issued by the U.S. Patent and Trademark Office on May 14, 2002, and remains in full force and effect.

49. A true and correct copy of the '019 Patent is attached hereto as Exhibit E.

50. Defendant Life Fitness has infringed the '019 Patent by making, using, offering for sale, selling and/or importing the Second Accused Products in the United States, and inducing another to use the Second Accused Products in the United States.

51. Such infringement activity by Life Fitness has been knowing and willful.

52. By reason of the foregoing, Krull is entitled to relief against Life Fitness, pursuant to at least 35 U.S.C. § 284.

53. Unless enjoined by this Court, Life Fitness will continue to infringe upon the '019 Patent.

54. As a direct and proximate result of the acts of Life Fitness alleged above, Krull has sustained and will continue to sustain lost revenues, while Life Fitness continues to realize profits. Krull will continue to sustain such damages until Life Fitness' infringing actions are enjoined by this Court.

PRAYER FOR RELIEF

WHEREFORE, Krull prays for relief as follows:

- A. A judgment that each Defendant has infringed the '516 Patent;
- B. A judgment that each Defendant has infringed the '248 Patent;

C. An order permanently enjoining each Defendant, its agents, servants, and any and all parties acting in concert with any of them, from directly or indirectly making, using, selling, offering for sale or importing the First Accused Products in the United States pursuant to at least 35 U.S.C. § 283;

D. A judgment against each Defendant awarding Krull damages adequate to fully compensate Krull for each Defendant's infringement of the '516 Patent, together with interest and costs, pursuant to at least 35 U.S.C. § 284;

E. A judgment against each Defendant awarding Krull damages adequate to fully compensate Krull for each Defendant's infringement of the '248 Patent, together with interest and costs, pursuant to at least 35 U.S.C. § 284;

F. A judgment that the damages awarded to Krull for each Defendants' infringement of the '516 Patent be trebled, pursuant to at least 35 U.S.C. § 284;

G. A judgment that the damages awarded to Krull for each Defendants' infringement of the '248 Patent be trebled, pursuant to at least 35 U.S.C. § 284;

H. A judgment that Life Fitness has infringed the '019 Patent;

I. An order permanently enjoining Defendant Life Fitness, its agents, servants, and any and all parties acting in concert with any of them, from directly or indirectly making, using, selling, offering for sale or importing the Second Accused Products in the United States, pursuant to at least 35 U.S.C. § 283;

J. A judgment against Life Fitness awarding Krull damages adequate to fully compensate Krull for Life Fitness's infringement of the '019 Patent, together with interest and costs, pursuant to at least 35 U.S.C. § 284;

K. A judgment that the damages awarded to Krull for Life Fitness's infringement of the '019 Patent be trebled, pursuant to at least 35 U.S.C. § 284;

L. A judgment against each Defendant awarding Krull reasonable attorney fees, pursuant to at least 35 U.S.C. § 285; and

M. Such other and further relief as the Court deems just and equitable.

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