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CHART INC. fka MVE, INC.
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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
10

11 CHART INC. fka MVE, INC.,

12 Plaintiff,

13 v.

14 GP STRATEGIES CORPORATION,

15 Defendant.
16

Case No. '14CV0097 AJB DHB

**PLAINTIFF CHART COMPLAINT
FOR PATENT INFRINGEMENT**

JURY DEMANDED

17 Plaintiff CHART INC. fka MVE, INC. for its Complaint against Defendant GP
18 STRATEGIES CORPORATION alleges and states as follows:

19 **THE PARTIES**

20 1. Plaintiff CHART INC. fka MVE, INC., (“Chart”) is a corporation
21 organized and existing under the laws of the State of Delaware with its principal
22 place of business located at 1 Infinity Corporate Centre Drive, Garfield Heights,
23 Ohio.

24 2. Defendant GP STRATEGIES CORPORATION (“GP Strategies”) is a
25 corporation organized and existing, on information and belief, under the laws of the
26 State of Delaware, with its principal place of business at, on information and belief,
27 11000 Broken Land Parkway, Suite 200, Columbia, Maryland.
28

1 **JURISDICTION AND VENUE**

2 3. This is a civil action for patent infringement arising under the Patent
3 Laws of the United States, 35 U.S.C. sections 1 *et seq.* Subject matter jurisdiction is
4 therefore proper under 28 U.S.C. sections 1331 and 1338(a).

5 4. This Court has personal jurisdiction over GP Strategies because GP
6 Strategies has extensive minimum contacts with the State of California such that the
7 exercise of jurisdiction does not offend traditional notions of fair play and substantial
8 justice. GP Strategies has purposefully availed itself of the benefits of the California
9 forum. GP Strategies is registered to do business in California and, when GP
10 Strategies previously did business with Chart concerning fueling stations practicing
11 the patent-in-suit, GP Strategies did so through their Escondido, California office. In
12 addition, at all relevant times GP Strategies has maintained at least three offices in
13 California, and on information and belief has conducted extensive and regular
14 business within California.

15 5. Venue is proper in this judicial district under 28 U.S.C. sections 1391(b)
16 and (c) and 1400(b) because a substantial part of the events or omissions giving rise
17 to Chart's claims occurred in this district; and the Defendant resides in this district by
18 virtue of being subject to personal jurisdiction in this judicial district by, among
19 others, its repeated availment and direction of its activity toward this district.
20 Defendant has a regular and established place of business in this district, namely,
21 Escondido.

22 **FACTUAL BACKGROUND**

23 6. Through heavy investment, Chart developed a novel self-contained
24 liquid natural gas filling station and obtained U.S. Patent No. 5,682,750 (the '750
25 Patent) to protect its substantial rights. Among other benefits, the '750 Patent
26 discloses an invention that permits delivery of liquid natural gas ("LNG")
27 immediately to a use vehicle.
28

1 7. At the end of 2012, Chart initially referred GP Strategies to one of its
2 customers to construct a number of LNG fueling stations. GP Strategies' Escondido,
3 California office worked on the project, and acted as the general contractor for at least
4 three LNG fueling stations. Chart supplied equipment for these fueling stations,
5 including the fuel station vessels and the sumps. The fueling stations utilized the
6 '750 Patent, but Chart was compensated on this occasion through the purchase and
7 use of its equipment for the stations.

8 8. In mid-2013, GP Strategies offered to build and entered directly into an
9 agreement with Chart's same customer to build at least nine additional fueling
10 stations spread out across the United States. As the general contractor for these
11 fueling stations, GP Strategies requested information again from Chart to supply the
12 relevant equipment. The fueling stations are identical in all material respects to the
13 fueling stations GP Strategies previously built using Chart's equipment, and practice
14 the '750 Patent. However, GP Strategies refused to use Chart's equipment with these
15 new fueling stations and instead used a direct competitor of Chart to provide the
16 equipment.

17 9. GP Strategies never obtained any right from Chart to practice the '750
18 Patent with respect to these new LNG fueling stations.

19 10. Chart only learned that GP Strategies had moved forward on the fueling
20 station project without Chart on or around October 11, 2013, after GP Strategies
21 issued a press release concerning the project on or around October 9, 2013.

22 11. Chart immediately contacted GP Strategies concerning the '750 Patent
23 on or about October 18, 2013. Chart's efforts over the next couple of months to
24 informally resolve GP Strategies' infringement of the '750 Patent ultimately proved
25 unsuccessful.

26 12. Accordingly, Chart was forced to bring this suit against GP Strategies to
27 protect Chart's patent rights under the '750 Patent.
28

1 **FIRST CLAIM FOR RELIEF**

2 **INFRINGEMENT OF U.S. PATENT NO. 5,682,750**

3 13. Chart realleges all allegations in this Complaint as if stated herein.

4 14. On November 4, 1997, United States Patent Number 5,682,750 entitled
5 "Self-Contained Liquid Natural Gas Filling Station," was duly and legally issued.
6 Chart is the assignee of the '750 Patent, and has the right to enforce this patent.
7 Attached as Exhibit 1 is a true and correct copy of United States Patent Number
8 5,682,750.

9 15. GP Strategies has directly, indirectly and/or contributorily infringed the
10 '750 Patent by way of the LNG fueling stations identified above.

11 16. GP Strategies' infringement includes direct infringement. GP Strategies
12 has directly infringed and continues to infringe the '750 Patent by using, offering for
13 sale, and/or selling LNG fueling stations utilizing the '750 Patent within the United
14 States, and is thus liable for patent infringement pursuant to 35 U.S.C. § 271. This
15 includes the use of the '750 Patent by GP Strategies for recently announced LNG
16 fueling stations, which infringe (literally or by equivalents) at least, without limit to
17 other claims, Claims 1, 6, 7, 8, 13, 14 and 15 of the '750 Patent.

18 17. GP Strategies' infringement also includes inducement under 35 U.S.C. §
19 271 because, as the general contractor of LNG fueling stations, it has actively
20 induced others, including its subcontractors, to build LNG fueling stations infringing
21 on the '750 Patent even after GP Strategies unequivocally knew of the '750 Patent.
22 Further, each end-user of the LNG fueling stations would infringe the '750 Patent by
23 use of the station to fill their use vehicles. GP Strategies acted in a manner that
24 encouraged these third parties to infringe on the '750 Patent.

25 18. GP Strategies' infringement also includes contributory infringement.
26 The LNG fueling stations identified above, which GP Strategies has agreed to build
27 and is building as general contractor, directly infringe the '750 Patent by practicing
28 directly or by equivalents each of the elements of, without limit to other claims,

1 Claims 1, 6, 7, 8, 13, 14 and 15. GP Strategies is responsible for each aspect of these
2 LNG fueling stations, and is building them for the specific purpose of use for
3 instantaneous transfer of LNG to a use vehicle. GP Strategies has, and had at all
4 relevant times, knowledge of the '750 Patent. The LNG fueling stations, and the
5 components of the stations supplied by GP Strategies, have no substantially
6 noninfringing uses. Indeed, they depend on the instantaneous transfer of LNG taught
7 by the '750 Patent in order to be commercially viable. GP Strategies' components
8 and construction constitute material parts of the infringing conduct. Even if GP
9 Strategies is not itself practicing each of the elements of the relevant claims of the
10 '750 Patent, its contribution to the LNG fueling stations makes it liable for the
11 infringement.

12 19. Defendant's infringement of the '750 Patent has caused and continues to
13 cause damage to Chart in an amount to be determined at trial, and Chart is entitled to
14 its damages, including without limit, lost business opportunities, reasonable royalties,
15 lost profits on the LNG fueling stations, future lost profits, price erosion, and/or
16 damage to goodwill.

17 20. Defendant's infringement of the '750 Patent has caused and will
18 continue to cause immediate and irreparable harm to Chart for which there is no
19 adequate remedy at law, unless this Court enjoins and restrains such activities.

20 21. Defendant knew of the '750 Patent prior to the filing of this lawsuit.

21 22. Defendant's infringement of the '750 Patent was willful and deliberate,
22 was objectively reckless due to the high likelihood that its actions constituted
23 infringement of a valid patent, and knew or should have known of this objectively-
24 defined risk because the risk was so obvious. Thus, Chart is entitled to enhanced
25 damages pursuant to 35 U.S.C. § 284, and costs incurred prosecuting this action.

26 **PRAYER**

27 **WHEREFORE**, Plaintiff demands the following relief:
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