

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

WILLIAMS-PYRO, INC.,

Plaintiff,

v.

**WARREN WATTS TECHNOLOGY
L.L.C., SAFEGUARD FIRE &
ALARM, INC., ABSOLUTE
SECURITY PRODUCTS, INC., AND
FIRE SAFETY SALES, INC.,**

Defendants.

Civil Action No. 4:12-cv-546-Y

JURY TRIAL DEMANDED

THIRD AMENDED COMPLAINT AND JURY DEMAND

Plaintiff Williams-Pyro, Inc., by and through the undersigned attorneys, hereby files this Third Amended Complaint requesting damages and injunctive relief, upon personal knowledge as to its own acts and circumstances and upon information and belief as to the acts and circumstances of others, as follows:

**I.
NATURE OF ACTION**

1. This is an action in which Williams-Pyro, Inc. (“**Williams-Pyro**”) seeks damages and injunctive relief under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*, for infringement of United States Patent No. 5,518,075 (“**the ‘075 Patent**”) resulting from the actions and conduct of Defendants Warren Watts Technology L.L.C. (“**Warren Watts**”), Safeguard Fire & Alarm, Inc. (“**Safeguard Fire**”), Absolute Security Products, Inc., (“**Absolute Security**”), and Fire Safety Sales, Inc. (“**Fire Safety Sales**”) (collectively, “**Defendants**”).

II. THE PARTIES

2. Williams-Pyro is a Texas corporation authorized to do business in the State of Texas and is doing business at 200 Greenleaf Street, Fort Worth, Texas 76107. Williams-Pyro underwent a recent name change. It is now known as WilliamsRDM, Inc. For purposes of this complaint, the entity will continued to be referred to as Williams-Pyro.

3. Warren Watts is a Texas limited liability company with its principal place of business located at 1907 Windsor Place, Fort Worth, Texas 76110. Warren Watts has been served with process as evidenced by the Proof of Service filed by Williams-Pyro in this action.

4. Safeguard Fire is an Alabama corporation. It has been served with process as evidenced by the Proof of Service filed by Williams-Pyro in this action.

5. Absolute Security is a Tennessee corporation. It has been served with process as evidenced by the Proof of Service filed by Williams-Pyro in this action.

6. Fire Safety Sales is an Illinois corporation. It has been served with process as evidenced by the Proof of Service filed by Williams-Pyro in this action.

III. JURISDICTION AND VENUE

7. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.* and is being brought to redress the infringement of the '075 Patent owned by Williams-Pyro. Accordingly, subject matter jurisdiction over this cause of action is conferred upon this Court pursuant to 28 U.S.C. §§ 1331 and 1338.

8. Warren Watts is a Texas limited liability company and is headquartered in Texas. Therefore, this Court may exercise personal jurisdiction over Warren Watts.

9. Safeguard Fire, Absolute Security, and Fire Safety Sales (collectively, the “**Resellers**”) are resellers of the below-described Auto-Out product. As such, on information and belief, the Resellers contract with Warren Watts, a company located in Fort Worth, Texas, for the purchase of the Auto-Out product, a device that, on information and belief, is manufactured in Texas and shipped from Texas, for resale. Williams-Pyro’s infringement claims against the Resellers are based on Resellers’ offering to sell and/or selling the Auto-Out product, and are related to, and arise out of, Resellers’ contacts with Texas. Therefore, this Court may exercise personal jurisdiction over the Resellers.

10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)-(d) and 1400(b).

IV. FACTUAL BACKGROUND

11. Headquartered in Fort Worth, Texas, Williams-Pyro is a technology business that develops and manufactures a wide range of products for diverse industries such as the aerospace, military/government, commercial maritime, facilities monitoring, and public safety industries.

12. Williams-Pyro is a leader in the stovetop fire suppression industry. Its StoveTop FireStop® product is a best seller.

13. Williams-Pyro is the assignee and owner of the entire right, title and interest in and to the ‘075 Patent, which is entitled “Fire Extinguisher.” The ‘075 Patent issued on May 21, 1996. A true and correct copy of the ‘075 Patent is attached hereto as Exhibit 1.

14. Brent Williams—the son of the founders of Williams-Pyro—worked for Williams-Pyro for many years, serving in various executive roles.

15. During his tenure at Williams-Pyro, Brent Williams became intimately familiar with the '075 Patent and the best-selling StoveTop FireStop® product.

16. Brent Williams left Williams-Pyro in 2011 and soon started Warren Watts.

17. Warren Watts manufactures one product: a stovetop fire suppression product named Auto-Out. Warren Watts' Auto-Out product is nothing more than a knockoff of Williams-Pyro's StoveTop FireStop® product.

18. Through its manufacture, marketing, and sales of the Auto-Out product, Warren Watts actively and willfully infringed upon the '075 Patent.

19. Through their marketing and/or sales of the Auto-Out product, each of the Resellers infringed upon the '075 Patent.

20. Williams-Pyro sent Warren Watts a cease and desist letter on July 26, 2012, wherein Williams-Pyro requested that Warren Watts confirm in writing that all acts of infringement have ceased. Williams-Pyro has not received any such written confirmation.

21. Williams-Pyro brings this action to seek redress for Warren Watts' and the Resellers' infringement of the '075 Patent and to enjoin further acts of infringement.

V. CAUSES OF ACTION

Infringement of U.S. Patent No. 5,518,075

22. Williams-Pyro incorporates and re-alleges paragraphs 1-21 above as if set forth in their entirety.

23. Warren Watts is making, using, offering to sell, and selling, within this judicial district and elsewhere, products that infringe one or more claims of the '075 Patent. The

Resellers are offering or have offered to sell and/or are selling products that infringe one or more claims of the '075 Patent.

24. As a result of Warren Watts' and the Resellers' unlawful infringement of the '075 Patent, Williams-Pyro has suffered and will continue to suffer damage, which Williams-Pyro seeks to recover in this lawsuit together with pre- and post-judgment interest to the greatest extent allowed by law.

25. Warren Watts' acts of infringement have been made with full knowledge of Williams-Pyro's rights in the '075 Patent. Such acts constitute willful infringement, making this case exceptional pursuant to 35 U.S.C. §§ 284 and 285 and entitling Williams-Pyro to enhanced damages and reasonable attorney's fees.

26. Warren Watts and Resellers intend to continue their unlawful infringing activity unless enjoined by this Court.

VI. JURY DEMAND

27. Williams-Pyro requests a trial by jury of all claims so triable.

VII. PRAYER FOR RELIEF

WHEREFORE, Williams-Pyro prays that it have judgment against Warren Watts and the Resellers for the following:

(1) A decree that the '075 Patent is infringed by products made, offered for sale, sold, and/or used by Warren Watts and its customers;

(2) A decree that the '075 Patent is infringed by products offered for sale, sold, and/or used by the Resellers and their respective customers;

(3) Post-expiration injunctive relief, under the Court's equitable powers, against Warren Watts and Resellers, enjoining and restraining Warren Watts, Resellers and their agents, servants, employees, affiliates, divisions, and subsidiaries, and those in association with them, from making, using, offering to sell, or selling any product which falls within the scope of any claim of the '075 Patent above after the expiration of the '075 Patent;

(4) An award of actual damages, including lost profits and/or a reasonable royalty;

(5) An award of enhanced damages against Warren Watts;

(6) An award of all costs of this action, including attorney's fees and interest; and

(7) Such other and further relief, at law or in equity, to which Williams-Pyro may be justly entitled.

Respectfully submitted,

/s/ Michael D. Anderson

J. Lyndell Kirkley
State Bar No. 11523000
Email: kirkley@kbblawyers.com
Sean R. Looney
State Bar No. 24050949
Email: slooney@kbblawyers.com
KIRKLEY & BERRYMAN, L.L.P.
100 N. Forest Park Blvd., Suite 220
Fort Worth, Texas 76102
(817) 335-3311 (Telephone)
(817) 335-7733 (Facsimile)

and

Michael D. Anderson
State Bar No. 24031699
Email: michael.anderson@kellyhart.com
KELLY HART & HALLMAN LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102
(817) 332-2500 (Telephone)
(817) 878-9280 (Facsimile)

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

On July 24, 2014, I electronically submitted the foregoing document with the clerk of court for the United States District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or *pro se* parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Sean R. Looney

Attorney for Plaintiff