

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

URETEK HOLDINGS, INC., URETEK USA,
INC., and BENEFIL WORLDWIDE OY,

Plaintiffs,

CASE NO: _____

v.

YD WEST COAST HOMES, INC.,
GEOPOLYMER SINKHOLE SPECIALIST,
INC., YAMIL DOMINGUEZ DBA YD WEST
COAST HOMES AND DBA GEOPOLYMER
SINKHOLE SPECIALIST INC., AND JOHN
DOES 1-5, INCLUSIVE.

Defendants.

**PLAINTIFF URETEK’S ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT
WITH INJUNCTIVE RELIEF SOUGHT AND DEMAND FOR JURY TRIAL**

Plaintiffs Urettek Holdings, Inc., Urettek USA, Inc., and Benefil Worldwide Oy (collectively “Urettek”), sue Defendants YD West Coast Homes, Inc. (“YD”), Geopolymer Sinkhole Specialist, Inc. (“Geo”) and Yamil Dominguez, an individual, DBA YD West Coast Homes and DBA Geopolymer Sinkhole Specialist, Inc. (“Yamil”), and allege as follows:

The Parties

1. Plaintiff Urettek Holdings, Inc. is a Florida corporation with a principal place of business in Lakeland, Florida (“Urettek Holdings”).
2. Plaintiff Urettek USA, Inc. is an Iowa corporation with a principal place of business in Tomball, Texas.
3. Plaintiff Benefil Worldwide Oy is a foreign corporation with a place of business in Finland.

4. On information and belief, YD West Coast Homes, Inc. is a Florida corporation having a business address of 20026 Date Palm Way, Tampa, Florida.

5. On information and belief, Geopolymer Sinkhole Specialist, Inc. is a Florida corporation having a business address of 20026 Date Palm Way, Tampa, Florida.

6. On information and belief, Yamil Dominguez, is an individual dba YD West Coast Homes, certified general contractor number CGC15109360 and dba Geopolymer Sinkhole Specialist, certified general contractor number CGC1522234, is a resident of Florida having an address of 20026 Date Palm Way, Tampa, Florida.

7. On information and belief, John Does 1-5 are unidentified affiliates of the named Defendants.

Jurisdiction and Venue

8. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. §§ 271 *et seq.*; intentional interference with contract; unfair competition.

9. This Court has subject matter jurisdiction over at least the claims that related to patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a) & (b).

10. This Court has at least supplement jurisdiction pursuant to 28 U.S.C. §1367 (a) over the claims that arise under state statutory and common law because they are so related to the federal claims that the form part of the same case or controversy and derive from a common nucleus of operative facts.

11. The parties are subject to personal jurisdiction in this Court. In particular, this Court has personal jurisdiction because all parties reside within this judicial district and the Defendants have committed acts of infringement in this district.

12. Venue is properly within this district in accordance with 28 U.S.C. § 1391 (b) and (c) and § 1400 (b).

The Uretek Patent

13. On October 21, 2003, United States Patent No. 6,634,831 (the “’831 Patent”) was duly and legally issued for an invention entitled Method for Increasing the Bearing Capacity of Foundation Soils for Built Structures and referred to commercially as the Deep Injection process. A copy of the ’831 Patent is attached as Exhibit A.

14. On May 29, 2012, a reexamination certificate was issued for the ’831 Patent, a copy of which is attached as Exhibit B.

15. Benefil Worldwide owns the ’831 patent by assignment.

16. Uretek USA holds exclusive licensing rights from Benefil Worldwide under the ’831 patent with the right to sublicense.

17. Uretek Holdings is an exclusive licensee of Uretek USA for industrial, commercial, and residential applications of the ’831 patent in Florida.

The Patented Deep Injection Process

18. The patented Deep Injection process (“DI”) solves the problem created by loose and unconsolidated soils beneath roadways, residential slabs, and other foundations. Soils deep beneath a foundation can erode over time and lose their ability to adequately support the overlying loads. For example, weather conditions such as rain, snow, and severe temperature changes can erode soils deep beneath roadways until the roads crack, settle, and become driving hazards. In Central Florida, the unconsolidated soils created by sinkholes result in cracked and sinking foundations under homes and other buildings.

19. Uretek stabilizes loose soils with the patented Deep Injection process by injecting an expanding material such as polyurethane deep into the foundation soil beneath the roadway or building slab. As it expands, the material compacts the surrounding soil, thereby increasing the load bearing capacity of the foundation soil. The process monitors the surface for foundation lift to indicate when the soil has been sufficiently densified to support the foundation.

20. The industry has accepted the Deep Injection process as the preferred solution to many problematic soil stabilization issues. For roadways, many departments of transportation require the Deep Injection process for chronic and severe problem areas to reduce or eliminate the need for future repairs. For sinkholes, the Deep Injection process has become a standard part of foundation remediation programs for homeowners, engineers, and insurance companies addressing the problem.

Infringement of the '831 Patent

21. YD advertises its services on the internet and provides construction services, including remodeling, sinkhole repair and home building.

22. Geo advertises its services on the internet and provides construction services, including remodeling, sinkhole repair and home building.

23. Yamil maintains the Certified General Contractor licensing for YD and Geo. Yamil is the Registered Agent and Officer of YD and Geo. Yamil is the active, moving force controlling the actions of YD and Geo in providing sinkhole repair and construction services.

24. Defendants offer sinkhole repair with geotechnical solutions. Defendants have long term knowledge about the contractor approved sinkhole repair methods,

specifically the patented Deep Injection process of Uretek Holdings. After recognizing the geotechnical and competitive benefits of DI for sinkhole repair, Defendants decided to use and induce or direct other affiliates and third parties to use DI.

25. Through the use of an investigator, Uretek Holdings confirmed YD and Yamil's use of DI. In particular, surveillance between November 4, 2013 and November 6, 2013 at 4514 West Minnehaha, Tampa, Florida, showed YD and Yamil performing DI including use of equipment that clearly relates to DI. On November 5, 2013, a cease and desist letter, attached as Exhibit C, was personally delivered to Yamil. Thus, Yamil intentionally continued to infringe the '831 patent after receipt of the cease and desist letter.

26. After receiving the November 5, 2013 cease and desist letter, Yamil appeared to agree to cease infringing and he referred some DI jobs to Uretek Holdings. It is possible that Yamil was merely trying to appear as though he was cooperating but Yamil thereafter did refer two projects involving DI to Uretek Holdings.

27. Uretek continued to suspect ongoing infringement by Defendants. On November 3, 2014, a second cease and desist letter, attached as Exhibit D, was personally delivered to Geo and Yamil. In the letter, Geo and Yamil were advised that Geo was performing a project in Kenneth City, Florida, where the studies or execution of the project could not be completed without using DI and infringing the '831 patent. Thus, Yamil through another entity intentionally continued to infringe the '831 patent after receipt of the cease and desist letter.

28. Despite repeated communications with Defendants, Uretek Holdings continued to suspect Defendants were infringing the '831 patent. Again, through the use of

an investigator, Uretek Holdings confirmed YD and Yamil's use of DI in 2015. In particular, surveillance on January 22, 2015 at 318 Wornall Drive, Sanford, Florida, showed YD and Yamil performing DI including use of equipment that clearly relates to DI. See attached as Exhibit E images of infringing acts. On February 3, 2015, another cease and desist letter, attached as Exhibit F, was personally delivered to Yamil. Yamil was not surprised upon receiving the letter. Within the past week, the investigator identified two more instances of Yamil performing DI including use of equipment that relates to DI. Clearly, Yamil continues to infringe and will continue to infringe without the assistance of the court. Defendants are repeat infringers who intentionally disregard the U.S. Patent Laws and continue to infringe the '831 patent.

29. On information and belief, Defendants attempt to deflect from the accusation of willful infringement by using other affiliated companies to act directly and induce infringement by others. Defendants John Does 1-5 are included in this suit to represent the affiliated companies that have infringed the '831 patent. Uretek intends to amend this Complaint to specifically identify those affiliated companies.

30. A majority of companies show respect for the patent by using Uretek Holdings as the exclusive provider for Deep Injection work, including several local companies who use Uretek Holdings for sinkhole repairs. Other companies caught infringing the '831 patent have stopped after discussions or litigation with Uretek.

31. On information and belief, Defendants or affiliated companies have continued to infringe without an explanation or any attempt to try to justify the use of what is identified

as the DI process. Thus, Defendants knew or should have known that they have provided no excuses to condone their infringing activity.

Count I: Direct Patent Infringement by Defendants

32. Uretek realleges and incorporates by reference all preceding allegations.

33. On information and belief, Defendants infringe the '831 patent by performing the patented method to increase the bearing capacity of foundation soils of various structures as claimed by the '831 patent.

34. On information and belief, Defendants will continue to infringe the claims in the '831 patent unless enjoined by this Court.

35. Defendants' infringing acts are causing damage and irreparable injury to Uretek, and Uretek will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

36. On information and belief, Defendants were actually aware of the '831 patent and willfully committed acts of infringement.

37. Defendants' infringement is exceptional and entitles Uretek to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

Count II: Patent Infringement by Inducement as to Yamil

38. Uretek realleges and incorporates by reference the allegations in paragraphs 1 through 30.

39. On information and belief, Yamil actively induces the infringement of the '831 patent by inducing affiliated companies to perform the patented method to increase the

bearing capacity of foundation soils of various structures as claimed by the '831 patent. Direct infringement is performed as identified by surveillance.

40. On information and belief, Yamil will continue to induce infringement of the claims in the '831 patent unless enjoined by this Court.

41. Yamil's inducement of infringing acts are causing damage and irreparable injury to Uretek, and Uretek will continue to suffer damage and irreparable injury unless and until that infringement is enjoined by this Court.

42. Yamil was aware of the '831 patent and willfully induced affiliated companies to commit acts of infringement.

43. Yamil's infringement is exceptional and entitles Uretek to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

Count III: Violation of the Florida Deceptive and Unfair Trade Practices Act by Yamil

44. Uretek realleges and incorporates by reference the allegations in paragraphs 1 through 31 and 39 through 42.

45. The purpose of Florida's Deceptive and Unfair Trade Practices Act ("FDUPTA") is "[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." § 501.202(2), Fla. Stat. (2014).

46. FDUPTA therefore prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" § 501.204, Fla. Stat. (2014).

47. Yamil's conduct in inducing others to infringe the '831 patent constitutes an unfair method of competition, an unconscionable act or practice, and an unfair or deceptive act or practice in the conduct of trade or commerce.

48. Yamil has been a direct participant in the deceptive and unfair trade practices.

49. Uretek has sustained damages as a direct and proximate result of Yamil's deceptive and unfair trade practices.

50. Uretek is entitled to a judgment in an amount of actual damages to be determined at trial.

51. Uretek is also entitled under section 501.2105, Florida Statutes (2014), to recover its reasonable attorneys' fees.

Jury Demand

52. Uretek demands a trial by jury on all issues.

Prayer for Relief

WHEREFORE, Uretek prays the Court to enter judgment in its favor as follows:

- (a) Granting a permanent injunction against Yamil, YD and Geo's continued infringement;
- (b) Awarding damages of not less than a reasonable royalty;
- (c) Finding that Yamil, YD and Geo's infringement has been willful and under 35 U.S.C. § 284 and increasing such damages to three times the awarded amount;
- (d) Awarding prejudgment and postjudgment interest;

- (e) Finding that this case is an exceptional case under 35 U.S.C. § 285 and award attorneys' fees;
- (f) Awarding reasonable attorneys' fees and costs; and
- (g) Granting all other relief to which Uretek is entitled.

Date: March 4, 2015

Respectfully submitted,

s/ Landis V. Curry III

Landis V. Curry III – Trial Counsel

Florida Bar No. 0469246

HILL WARD HENDERSON

3700 Bank of America Plaza

101 East Kennedy Boulevard

Tampa, FL 33602

Tel: (813) 221-3900

Fax: (813) 221-2900

lance.curry@hwhlaw.com

Jura C. Zibas* – Trial Counsel

WILSON ELSEER MOSKOWITZ EDELMAN &

DICKER, L.L.P.

150 East 42nd Street

New York, New York 10017

Telephone: (212) 490-3000

Facsimile: (212) 490-3038

jura.zibas@wilsonelser.com

*Motion for *pro hac vice* admission to be filed

ATTORNEYS FOR PLAINTIFFS