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17 Attorneys for Plaintiffs Radiall S.A. and Radiall USA, Inc.

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 RADIALL S.A., a French corporation,
21 and RADIALL USA, INC., an Arizona
22 corporation,

23 Plaintiffs,

24 v.

25 GLENAIR, INC., a California
26 corporation,

27 Defendant.
28

Case No.: 2:14-cv-00822-ODW(VBK)

**SECOND AMENDED AND
SUPPLEMENTAL COMPLAINT
FOR PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs Radiall S.A. and Radiall USA, Inc. ("Plaintiffs" or collectively
2 "Radiall") allege as follows:

3 **JURISDICTION AND VENUE**

- 4 1. This is an action for patent infringement arising under 35 U.S.C. § 271.
5 2. The Court has federal question jurisdiction under 28 U.S.C. §§ 1331 and
6 1338.
7 3. This Court has personal jurisdiction over Defendant Glenair, Inc.
8 ("Glenair"). In particular, on information and belief, Glenair maintains continuous
9 and systematic contacts with this jurisdiction, and has purposely availed itself of the
10 privilege of conducting activities in this jurisdiction at least by: (1) setting up and
11 maintaining its company headquarters in this District, (2) manufacturing, selling,
12 offering for sale, supplying, and causing to be supplied products from and in this
13 District, including those products that infringe Radiall's patent and products
14 marketed using Radiall's trademarks, and (3) incorporating in the state of California.
15 4. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and
16 1400(b).

17 **THE PARTIES**

- 18 5. Plaintiff Radiall S.A. is a corporation organized under the laws of France,
19 located and doing business at 25, Rue Madeleine Vionnet 93300 Aubervilliers,
20 France.
21 6. Plaintiff Radiall USA, Inc. is a wholly owned subsidiary corporation of
22 Radiall S.A., and is incorporated under the laws of Arizona with a principal place of
23 business at 8950 S. 52nd St., Suite 401, Tempe, AZ 85284.
24 7. Upon information and belief, Defendant Glenair is a privately-held
25 corporation that is incorporated under the laws of California with a principal place
26 of business at 1211 Air Way, Glendale, CA 91201.
27
28

1 **FACTUAL BACKGROUND**

2 8. Radiall is a worldwide market leader in manufacturing and supplying
3 high-reliability interconnect components for numerous industries, including
4 aerospace, defense, industrial, medical, and telecommunications.

5 9. Radiall S.A. is the assignee and sole and exclusive owner of all right, title
6 and interest in United States Patent No. 7,384,312 ("312 Patent"), issued on June 10,
7 2008 and entitled "Multi-Contact Connector." A true and correct copy of the 312
8 Patent is attached hereto as Exhibit A.

9 10. Upon information and belief, Glenair manufactures, offers for sale and
10 sells electrical connectors to customers located both within and outside of the United
11 States, including customers in the aerospace industry.

12 **FIRST CLAIM FOR RELIEF**

13 **(Infringement of U.S. Patent No. 7,384,312)**

14 11. Radiall realleges and incorporates by reference the allegations set forth in
15 paragraphs 1-10.

16 12. Upon information and belief, since at least about 2013, Glenair has been
17 making, using, selling and offering for sale, and continues to make, use, sell and
18 offer for sale, modular rectangular electrical connectors, including those branded as
19 "Series 20 Super-Twin," at least the testing and use of which by Glenair infringes
20 one or more claims of the 312 Patent. In particular, Glenair has tested and used its
21 Series 20 connectors in a manner that infringes at least claims 2, 7, 8, 16 and 17 of
22 the 312 Patent.

23 13. Glenair had knowledge of the 312 Patent at least as early as March 13,
24 2013, and has willfully infringed and continues to willfully infringe the 312 Patent
25 through at least the activities described above.

26 14. As a direct and proximate consequence of Glenair's infringement of the
27 312 Patent, Radiall has suffered damages in an amount to be determined at trial.
28 Radiall has no adequate remedy at law for Glenair's acts of infringement, and unless

1 Glenair is enjoined from its infringement of the 312 Patent, Radiall will suffer
2 irreparable harm.

3 **SECOND CLAIM FOR RELIEF**

4 **(Induced Infringement of U.S. Patent No. 7,384,312)**

5 15. Radiall realleges and incorporates by reference the allegations set forth in
6 paragraphs 1-14.

7 16. Upon information and belief, since at least about January 2013, Glenair
8 has been making, selling and offering for sale, and continues to make, sell and offer
9 for sale modular rectangular electrical connectors, including those branded as
10 "Series 20 Super-Twin," at least the use of which infringes one or more claims of
11 the 312 Patent. Upon information and belief, Glenair has offered for sale and/or
12 sold these infringing connectors to customers, including but not limited to
13 Bombardier Aerospace, an airframe manufacturer. Upon information and belief,
14 Glenair has provided samples of its infringing connectors to its customers for
15 evaluation and testing, and continues to provide connector samples and supporting
16 materials and information as needed.

17 17. Through materials published on its website, Glenair has promoted at least
18 three designs of these modular rectangular electrical connectors, each of which has a
19 removable shielding cap and is designed to be used with electrical cables that are
20 secured or attached to the connector with a clamping fitting such as a band, tie, or
21 cable. When used with a clamping fitting to secure the electrical cables, these
22 connector designs, including those marketed as Series 20 Super-Twin, would
23 infringe claims of the 312 Patent, including at least one of claims 2, 7, 8, 16 and 17.
24 In particular, in the aircraft industry, a standard design rule is to attach the cables to
25 the connector near the rear of the connector, and a user of Glenair's infringing
26 connector in aircraft applications would use a clamping fitting to secure or attach the
27 cables to Glenair's connector.

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1 18. Glenair's marketing materials confirm that a clamping fitting is used with
2 its connectors. One of Glenair's QwikConnect brochures that is available on
3 Glenair's website characterizes the Series 20 Super-Twin connectors as having an
4 "innovative clamshell and banding porch design" and a "lightweight composite shell
5 with integral strain relief/banding porch." A "banding porch" is the connector
6 portion where the cables are secured by tensioning a band or collar around the
7 cables and at least part of the porch. Such a fitting is necessary to provide strain
8 relief for the cables when the cables are moved during installation or use. Upon
9 information and belief, all intended and practical uses of Glenair's Series 20 Super-
10 Twin connectors and other Glenair modular rectangular electrical connectors,
11 require the user to secure the cables to the connector with a clamping fitting such as
12 a band or collar.

13 19. Glenair has had knowledge of the 312 Patent since at least as early as
14 March 13, 2013. On December 19, 2013, Radiall advised Glenair that any use,
15 manufacture, sale, offer for sale, importation or exportation of its Series 20 Super-
16 Twin connectors would constitute acts of infringement under 35 U.S.C. § 271.

17 20. Upon information and belief, Glenair has knowingly and actively induced
18 and continues to induce infringement of the 312 Patent claims under at least 35
19 U.S.C. § 271(b) or § 271(f)(1) by selling, offering for sale, providing support,
20 information, and materials for such sales and offers for sale, and/or supplying Series
21 20 Super-Twin electrical connectors, since the only reasonable use of the connectors
22 would infringe claims of the 312 Patent, and because Glenair encourages and
23 instructs its customers to secure or attach the cables to the connector with a
24 clamping fitting by marketing the "integral strain relief/banding porch" feature of
25 the Series 20 Super-Twin electrical connectors.

26 21. As a direct and proximate consequence of Glenair's infringement of the
27 312 Patent, Radiall has suffered damages in an amount to be determined at trial.
28 Radiall has no adequate remedy at law against Glenair's acts of infringement and,

1 unless Glenair is enjoined from its infringement of the 312 Patent, Radiall will
2 suffer irreparable harm.

3 **THIRD CLAIM FOR RELIEF**

4 **(Contributory Infringement of U.S. Patent No. 7,384,312)**

5 22. Radiall realleges and incorporates by reference the allegations set forth in
6 paragraphs 1-21 as though fully set forth herein.

7 23. Upon information and belief, Glenair has knowingly contributed to the
8 infringement, and continues to contribute to the infringement, of the 312 Patent
9 claims under at least 35 U.S.C. § 271(c) or § 271(f)(2) by selling, offering for sale,
10 and/or supplying electrical connectors especially made and adapted to infringe
11 claims of the 312 Patent when used, and which have no substantial noninfringing
12 uses.

13 24. As a direct and proximate consequence of Glenair's infringement of the
14 312 Patent, Radiall has suffered damages in an amount to be determined at trial.
15 Radiall has no adequate remedy at law against Glenair's acts of infringement and,
16 unless Glenair is enjoined from its infringement of the 312 Patent, Radiall will
17 suffer irreparable harm.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs Radiall S.A. and Radiall USA, Inc. respectively
20 request the following relief from this Court:

- 21 a. A finding that Glenair has infringed the 312 Patent;
- 22 b. A finding that Glenair's infringement of the 312 Patent has
23 been and is willful;
- 24 c. An injunction permanently enjoining Glenair and its
25 officers, agents, servants, employees, affiliates, customers, attorneys,
26 and all persons in active concert or participation with them, from
27 infringing, inducing the infringement of, or contributing to the
28 infringement of the 312 Patent, thereby prohibiting Glenair from

1 making, using, selling, offering for sale, importing, or exporting
2 infringing modular rectangular electrical connectors during the life of
3 the 312 Patent, including those branded as Series 20 Super-Twin
4 connectors;

5 d. A judgment against Glenair awarding Radiall all damages
6 proven at trial;

7 e. A finding that this case is exceptional, and an award of
8 enhanced damages under 35 U.S.C. § 284;

9 f. An award of pre-judgment interest on the damages
10 awarded in this action;

11 g. An award of costs incurred in this action; and

12 h. An award of attorneys' fees to the extent allowed by
13 statute, including, without limitation, 35 U.S.C. §285; and

14 i. Such other and further relief as the Court deems just and
15 proper.

16 Dated: April 6, 2015

McKENNA LONG & ALDRIDGE LLP
Jeffrey D. Wexler

18 OLIFF PLC
19 Aaron L. Webb (admitted *pro hac vice*)
John W. O'Meara (admitted *pro hac vice*)

21 By: /s/ Aaron L. Webb

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23 Attorneys for Plaintiffs Radiall S.A. and Radiall USA,
24 Inc.
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DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Plaintiffs Radiall S.A. and Radiall USA, Inc. demand trial by jury on all issues triable at law.

Dated: April 6, 2015 McKENNA LONG & ALDRIDGE LLP
 Jeffrey D. Wexler

 OLIFF PLC
 Aaron L. Webb (admitted *pro hac vice*)
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By: /s/ Aaron L. Webb
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