

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

METAL FUSION, INC.	*	CIVIL ACTION
<i>Plaintiff</i>	*	
	*	NO.
VERSUS	*	
	*	SECTION
CHARD INTERNATIONAL LLC	*	
<i>Defendant</i>	*	MAG.
	*	
	*	

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Metal Fusion, Inc. (“Metal Fusion” or “Plaintiff”), for its Complaint against Defendant, Chard International LLC (“Chard” or “Defendant”), herein, alleges as follows:

PARTIES

1. Plaintiff, Metal Fusion, is a Louisiana corporation with its principal place of business in Jefferson, Louisiana.
2. Defendant, Chard International LLC, is a Wisconsin limited liability company having an office at 2022 School Street, Two Rivers, Wisconsin, 54241, according to the Wisconsin Department of Financial Institutions.

JURISDICTION

3. This is an action for patent infringement of United States Letters Patent No. 9,055,839 (the ‘839 Patent) brought under the provisions of the United States Patent Laws, Title 35 United States Code. Jurisdiction of this Court is based upon the Patent Laws of the United States, Title 35 United States Code, and 28 United States Code §§ 1338(a) and 1400(b).

VENUE

4. Venue lies in this District under 28 United States Code §1391 (b), (c), or (d).

PATENT INFRINGEMENT

5. Metal Fusion repeats and realleges each and every allegation contained in paragraphs one through four of this Complaint as if set forth in full herein.

6. The '839 patent was duly and legally issued to Norman Bourgeois on June 16, 2015, and a copy of which is annexed hereto as Exhibit "A". The '839 patent has been assigned to Plaintiff, Metal Fusion, Inc. The '839 patent is referred to sometimes hereinafter as the "Patent in Suit."

7. On information and belief, in the United States and in this Judicial District, Defendant has been, and currently is, infringing - - directly, contributorily, and/or by inducement - - one or more claims of the Patent in Suit by making, using, selling, offering to sell, and/or importing into the United States, as well as Defendant's inducement of and contribution to the making, using, selling, offering to sell, and/or importing into the United States, of outdoor cookers which infringe one or more claims of the Patent in Suit. Product exemplars of the infringing steel basket double fryer are attached hereto as Exhibit "B".

8. By infringing - - directly, contributorily, and by inducement - - one or more claims of the Patent in Suit, Defendant has unfairly reaped a substantial commercial and competitive advantage and savings in research, development, costs, and marketability, all to Plaintiff's detriment.

9. Defendant's activities with respect to its outdoor cookers constitute willful infringement of one or more claims of the Patent in Suit.

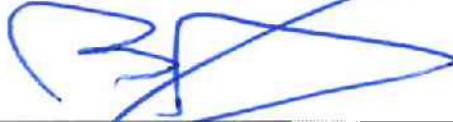
10. Plaintiff has been, and will continue to be, damaged by such direct, contributory, and induced infringement in an amount to be proven at trial and in a manner and amount that cannot be fully measured or compensated in economic terms and for which there is no adequate remedy at law. The actions of Defendant has damaged, and will continue to damage, Plaintiff's business, market, reputation, and goodwill. Such irreparable damage will continue unless the acts of Defendant is enjoined during the pendency of this action and thereafter. Plaintiff is, therefore, entitled to the remedies provided by 35 U.S.C. §§283-285.

WHEREFORE, Metal Fusion, Inc., prays that this Court enter a judgment that:

- a. Plaintiff's U.S. Letters Patent 9,055,839 has been infringed by the accused steel basket double fryer of Defendant;
- b. Issues preliminary and final injunctions under 35 United States Code § 283 against any and all acts and conduct of Defendant that constitutes infringement of said Patent in Suit;
- c. Awards the Plaintiff damages under 35 United States Code § 284, adequate to fully compensate for Defendant's past and continuing acts and conduct of infringement, including Plaintiff's lost profits, and in any event no lower than a reasonable royalty, to be determined under the appropriate market conditions which would have existed absent Defendant's unlawful infringement, together with interest and costs as are to be determined by the Court; and
- d. Any other awards or relief for the Plaintiff that this Court may deem just and proper, whether legal or equitable.

Dated: August 4, 2015

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'Brett A. North', written over a horizontal line.

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