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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FORT FELKER, an individual,
Plaintiff,
v.
DUCOMMUN INCORPORATED, a
Delaware corporation,
Defendant.

Case No. 15-7462
**COMPLAINT FOR PATENT
INFRINGEMENT**
JURY TRIAL DEMANDED

Plaintiff Fort Felker, by and through its undersigned counsel, brings this action against Ducommun Incorporated, and alleges as follows:

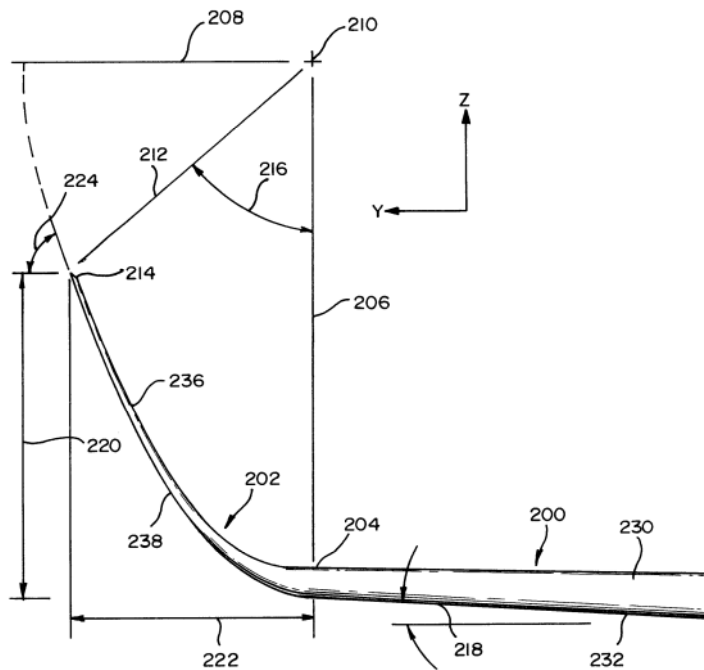
THE PARTIES

1. Fort Felker is an individual with his primary residence located at 469 Crawford Street, Golden, Colorado 80401.

1 wings when they create lift. In particular, the curvature of Dr. Felker’s unique
 2 winglet design approximates a portion of an ellipse as the winglet extends
 3 outwardly from its intersection with the wings. This design ensures an elliptical
 4 distribution of lift both horizontally and vertically, resulting in lower induced drag.

5 9. On December 11, 2000, Dr. Felker filed patent application No.
 6 09/734,347 for his elliptical winglet design with the United States Patent and
 7 Trademark Office.

8 10. On November 26, 2002, Dr. Felker’s patent application was granted
 9 as U.S. Patent No. 6,484,968 (the “’968 Patent”), entitled “Aircraft with Elliptical
 10 Winglets.” See ‘968 Patent, attached as Exhibit A. An embodiment of Dr.
 11 Felker’s patented winglet design is depicted in the drawing below.



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 24 11. Ducommun is a provider of manufacturing and engineering services
 25 and a developer of electronic, engineered, and structural solutions for applications
 26 in the aerospace, defense, and industrial markets. Ducommun develops and works
 27 with large, complex contoured structural components and assemblies for aerospace
 28 and other applications through various processes including stretch-forming,

1 thermal-forming, chemical milling, precision fabrication, machining, finishing
2 processes, and integration of components into subassemblies.

3 12. Winglet Technology LLC (“Winglet Technology”) manufactures
4 elliptical winglets that employ technology invented by Dr. Felker and are disclosed
5 in the ‘968 Patent. Winglet Technology provides those winglets to Cessna Aircraft
6 Company (“Cessna”) for installation on the wings of Cessna’s Citation X jet
7 aircraft, as shown below.



16 13. Winglet Technology also provides its winglets to third-party aircraft
17 owners who retain Cessna to install those winglets on their planes. These are
18 typically referred to as “retrofits.”

19 14. Ducommun manufactures the winglet bond assemblies that Winglet
20 Technology uses to perform the final manufacture of the elliptical winglets that
21 Winglet Technology provides to Cessna and others.

22 15. On its website, Ducommun explains that “the Elliptical Winglet
23 provides significant performance improvements for the Citation X, including
24 increased speed at higher altitudes, improved take-off performance, reduced time-
25 to-climb, and increased range and payload.” See Ducommun website page,
26 attached as Exhibit B hereto. Ducommun further states that it is a development
27 and fabrication partner for Winglet Technology, and that the “facilities and
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1 equipment at the Ducommun Monrovia facility are utilized to their fullest to
2 fabricate the complete winglet assemblies.” *Id.*

3 16. On July 7, 2015, counsel for Dr. Felker sent a letter to James S.
4 Heiser, Vice President and General Counsel for Ducommun, officially putting
5 Ducommun on notice of the ‘968 Patent Ducommun’s contribution to the
6 infringement of that patent. *See* July 7, 2015 letter, attached as Exhibit C.

7 17. Ducommun acknowledged receipt of the July 7, 2015 notice letter but,
8 upon information and belief, Ducommun continues to manufacture the winglet
9 bond assemblies that ultimately are installed on at least the Cessna Citation X
10 aircraft.

11 **FIRST CLAIM FOR RELIEF**
12 **Contributory Patent Infringement**

13 18. Dr. Felker repeats the allegations in the preceding paragraphs as
14 though fully set forth herein.

15 19. Dr. Felker is the sole inventor and owner of the ‘968 Patent, and he
16 has not assigned any of his rights, title, and/or interest in or to that patent to any
17 other person or entity.

18 20. Ducommun’s winglet bond assemblies are a component of the
19 winglets ultimately installed on and incorporated into aircraft, including Cessna’s
20 Citation X jet aircraft.

21 21. Ducommun’s manufacture, sale, offers to sell, and/or use of its
22 winglet bond assemblies for use in connection with Winglet Technology elliptical
23 winglets and Cessna aircraft constitutes contributory infringement of the ‘968
24 Patent pursuant to 35 U.S.C. § 271(c).

25 22. The claims of the ‘968 patent recite, among other components and
26 features, an aircraft including a wing, a winglet, and structure for bonding or
27 connecting the winglet to the wing. Ducommun’s winglet bond assemblies are
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1 especially made and adapted for use in an infringing Winglet Technology elliptical
2 winglet, which are designed to bond or connect to the wings of aircraft, including
3 the Cessna Citation X jet.

4 23. Ducommun knows that its winglet bond assemblies are incorporated
5 into and/or used in conjunction with Winglet Technology elliptical winglets and
6 Cessna Citation X jets and, accordingly, Ducommun knows that the patented
7 combination for which its winglet bond assemblies are specially made results in
8 the infringement of the '968 Patent.

9 24. Ducommun's winglet bond assemblies have no substantial non-
10 infringing use; i.e., no substantial uses other than their ultimate incorporation into
11 Winglet Technology elliptical winglets and on aircraft, including the Cessna
12 Citation X jets.

13 25. Aircraft manufacturers including Cessna, and the purchasers and users
14 of aircraft including Cessna's Citation X jets incorporating Ducommun's winglet
15 bond assemblies and Winglet Technology elliptical winglets, directly infringe one
16 or more claims of the '968 Patent under 35 U.S.C. § 271(a) by using, making,
17 selling, and/or offering to sell the invention claimed in one or more claims of the
18 '968 Patent.

19 26. Dr. Felker is being irreparably harmed by Ducommun's continued
20 contributory infringement and, unless Ducommun and its agents, employees,
21 representatives, affiliates and all others acting in concert with it are enjoined from
22 contributing to the infringement of the '968 Patent, Dr. Felker will continue to be
23 irreparably harmed.

24 27. Dr. Felker has no adequate remedy at law.

25 28. Ducommun's continued contributory infringement of the '968 Patent
26 is causing Dr. Felker injury, and Dr. Felker is entitled to recover damages in an
27 amount to be proven at trial and no less than a reasonable royalty.

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1 29. Upon information and belief, Ducommun continues to contributorily
2 infringe the ‘968 Patent despite receipt of the July 7, 2015 letter and its knowledge
3 of the ‘968 Patent. Ducommun has acted despite an objectively-high likelihood
4 that its actions constitute infringement of the presumptively-valid ‘968 Patent, and
5 that objectively-defined risk was either known or should have been known to
6 Ducommun. Accordingly, Ducommun’s contributory infringement of the ‘968
7 patent is and remains willful and entitles Dr. Felker to an award of treble damages,
8 attorneys’ fees, costs incurred in this action, and prejudgment interest under 35
9 U.S.C. §§ 284 and 285.

10 **JURY DEMAND**

11 30. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Fort
12 Felker demands a trial by jury on all claims and issues so triable.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Fort Felker requests that this Court enter judgment in its
15 favor and against Ducommun Incorporated on all claims as follows:

16 A. Judgment that Ducommun has committed contributory infringement
17 of the ‘968 Patent under 35 U.S.C. § 271(c);

18 B. An award to Dr. Felker of monetary damages in an amount adequate
19 to compensate Dr. Felker for Ducommun’s infringement and in no event less than
20 a reasonable royalty pursuant to 35 U.S.C. § 284;

21 C. Judgment that Ducommun’s infringement is willful and an award to
22 Dr. Felker of treble damages pursuant to 35 U.S.C. § 284;

23 D. Judgment that this is an exceptional case under 35 U.S.C. § 285 and
24 an award to Dr. Felker of his costs, disbursements, and reasonable attorney fees;

25 E. Entry of a permanent injunction preventing Ducommun and its
26 officers, directors, agents, employees, shareholders, and affiliates, and all others
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1 acting in concert with Ducommun, from any further manufacture, sales, offers to
2 sell, and/or use of any winglet bond assembly or other product that infringes or
3 contributes to the infringement of any claim of the '968 Patent;

4 F. An award to Dr. Felker of pre-judgment and post-judgment interest as
5 allowed by law; and

6 G. A grant of such other and further relief as this Court may deem just
7 and proper.

8 Dated: September 23, 2015

POLSINELLI LLP

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By: /s/ Wesley D. Hurst
Wesley D. Hurst
Attorneys for Plaintiff Fort Felker

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