

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

FEDERAL-MOGUL MOTORPARTS
CORPORATION, a Delaware corporation,

Plaintiff,

Case No.: 15-cv-13205

Hon. George Caram Steeh

v.

MEVOTECH L.P., a Canadian limited
partnership,

Defendant.

FIRST AMENDED COMPLAINT AND JURY DEMAND

Plaintiff Federal-Mogul Motorparts Corporation (“Federal-Mogul”), through its attorneys, Dickinson Wright PLLC, states as follows for its First Amended Complaint against Defendant Mevotech L.P. (“Mevotech”):

INTRODUCTION

Federal-Mogul, a long-standing, Michigan-based leading global manufacturer and distributor of automotive aftermarket products, brings this Complaint for patent infringement, false advertising, product disparagement, unfair competition, and tortious interference with Federal-Mogul’s business relationships to stop Canadian-based Mevotech’s improper infringement and misrepresentation

of Federal-Mogul's patented MOOG® product line. Federal-Mogul has worked continuously for more than a century to design, manufacture, and sell a broad portfolio of quality automotive parts and build its distinct brands, including its flagship MOOG® premium chassis brand. In doing so, Federal-Mogul has invested significant resources developing its leading-edge MOOG® brand - now the industry-preferred brand for steering and suspension components - and substantial marketing resources promoting and educating customers about the innovative, problem-solving aspects of the MOOG® product line design, including the patented press-in cover plate at the heart of this matter. As a result of its efforts, Federal-Mogul's MOOG® brand is the only brand considered a "premium" brand by many aftermarket installers, and NASCAR® now requires MOOG® ball joints and tie rods on all Sprint Cup® cars.

Unlike Federal-Mogul, an innovating manufacturer and leader in the independent automotive aftermarket, newcomer Mevotech is not truly an "engineering company" as it touts itself publicly, but for the most part, simply re-distributes low cost knock-offs.

Recently, it has come to Federal-Mogul's attention that Mevotech has been infringing Federal-Mogul's patent by importing, offering to sell, and selling a lower cost copy of Federal-Mogul's press-in cover plate product that is manufactured in China and is used in a variety of chassis components.

Compounding Mevotech's patent infringement, Mevotech is engaging in a calculated and intentional campaign to disparage the excellent world class reputation of the new MOOG® pre-installed integral dust boot product by making false and misleading representations in print material distributed to the chassis aftermarket.

Mevotech's activities threaten not only Federal-Mogul's market share of its press-in cover plate product, but, by implication, its broader product offering and its excellent world class reputation.

Mevotech's wrongful conduct must cease. Accordingly, Federal-Mogul brings this Complaint to enforce its intellectual property rights and protect its brand and well-earned reputation as the industry-leading global supplier of high-quality aftermarket products by seeking an injunction to prevent Mevotech from selling infringing products as well as substantial damages as a result of Mevotech's willful infringement. In addition to the allegations set forth in this Complaint, Federal-Mogul is continuing to evaluate Mevotech's infringing activities and entire product line for further instances of patent infringement under § 271.

NATURE OF THE CASE

1. This is a complaint for infringement of U.S. Patent No. 6,202,280 under 35 U.S.C. § 271(g), false advertising under 15 U.S.C. § 1125, and product

disparagement, unfair competition, and tortious interference with a business relationship under Michigan common law.

THE PARTIES

A. The Plaintiff

2. Plaintiff Federal-Mogul is a Delaware corporation having a principal place of business in Southfield, Michigan and is the owner by assignment of United States Patent No. 6,202,280 (“the ‘280 patent”), which issued on March 20, 2001, for an invention entitled “Cover-Plate Expansion Assembly.” A copy of the ‘280 patent is attached as **Exhibit 1**.

3. Prior to October 28, 2015, Federal-Mogul World Wide, Inc., which is an intangible asset holding company and wholly-owned subsidiary of Plaintiff Federal-Mogul, was the owner by assignment of the ‘280 patent.

4. On October 28, 2015, Federal-Mogul World Wide, Inc., assigned the ‘280 patent to Plaintiff Federal-Mogul. The assignment of the ‘280 patent from Federal-Mogul World Wide, Inc., to Plaintiff Federal-Mogul was recorded with the United States Patent and Trademark Office on October 28, 2015.

5. Plaintiff Federal-Mogul is a leading global supplier of automotive aftermarket and original equipment products and services, including its innovative MOOG® product line.

B. The Defendant

6. Defendant Mevotech is a Canadian limited partnership with its principal place of business in Ontario.

7. Mevotech imports, offers for sale, sells, and uses aftermarket automotive parts, including, but not limited to, ball joints and other chassis components incorporating ball joints including control arms, tie rod ends and steering knuckles for automotive steering and suspension systems, such as Mevotech part numbers MES80574, MK5333, MS25503, MS25619, and CMS25142.

JURISDICTION AND VENUE

8. This action arises, in part, under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*

9. This Court has subject matter jurisdiction over Federal-Mogul's patent infringement claim pursuant to 28 U.S.C. § 1331 and § 1338(a) because it arises under the patent laws of the United States.

10. This Court has subject matter jurisdiction over Federal-Mogul's claim for false advertising under the Lanham Act under 15 U.S.C. § 1121(a), 28 U.S.C. § 1338(b), and 28 U.S.C. § 1331 because it arises under the laws of the United States.

11. This Court has supplemental jurisdiction over Federal-Mogul's claims arising under the laws of Michigan pursuant to 28 U.S.C. § 1367(a) because these claims are so related to Federal-Mogul's claims under federal law that they form part of the same case or controversy and derive from a common nucleus of operative facts.

12. Mevotech is subject to personal jurisdiction in this District by virtue of, *inter alia*, the fact that it conducts business activity within the State of Michigan and in this District, has substantial and continuous contacts within the State of Michigan and in this District, and has committed acts of patent infringement in the State of Michigan and in this District.

13. Mevotech's substantial contacts with the United States, the State of Michigan, and this District include:

- a. Mevotech sells its infringing products in the United States, including in Michigan in this District, through several distributors, including Autowares;
- b. Mevotech maintains sales representatives and regional sales managers in the United States, including in Michigan (*see* Mike Dolmetsch LinkedIn profile, attached as **Exhibit 2**; Aftermarket News article, *available* at <http://www.aftermarketnews.com/mevotech-sales->

appointments/, attached as **Exhibit 3**; Mevotech webpage available at <http://www.mevotech.com/contact/>, attached as **Exhibit 4**);

- c. Mevotech's own web page explicitly admits that its sales representatives are "serving Michigan" among other states (*see* <http://www.mevotech.com/contact/>, Exhibit 4);
- d. Mevotech directly imports, uses, offers for sale, and sells its products in the United States, including through its two United States distribution centers and its so-called "Mevomobile" – a truck fully-outfitted with Mevotech's chassis parts that is driven across North America, purportedly stops at service shops and sales centers whereupon the sales technician demonstrates and promotes the sale and purchase of the Mevotech products (*see* Aftermarket News article, Exhibit 3; "The Mevomobile," CarCareBusiness, May 2015, attached as **Exhibit 5**);

14. Mevotech's contacts are sufficient to confer personal jurisdiction over it under Michigan's long-arm statute. M.C.L. § 600.711; M.C.L. § 715. Mevotech's contacts are sufficient to allow this Court to exercise either general or specific jurisdiction over Mevotech. *Id.*

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), (c) and § 1400(b) because (a) a substantial part of the events giving rise to Federal-Mogul's claims occurred in the Eastern District of Michigan, (b) Mevotech has committed acts of infringement in the Eastern District of Michigan, and (c) Mevotech has a sufficient connection with the Eastern District of Michigan to make venue proper in this district, all as alleged in this Complaint.

FACTS COMMON TO ALL CLAIMS

16. Federal-Mogul hereby incorporates paragraphs 1 through 15 as if fully set forth herein.

A. Federal-Mogul's MOOG® Brand and Product Line

17. Federal-Mogul is a leading global manufacturer and supplier to the independent automotive aftermarket and original equipment manufacturers, offering the most comprehensive portfolio of quality products, trusted brands, and creative solutions.

18. No other aftermarket parts manufacturer comes close to matching Federal-Mogul's portfolio of power brands, including its MOOG® brand, in terms of reputation and loyalty among customers.

19. Customer loyalty and satisfaction has allowed Federal-Mogul to continuously expand its product line and make incomparable strides at solving some of the aftermarket industry's most challenging problems.

20. Just recently, Federal-Mogul was listed at #11 in the 2015 top 100 Automotive Aftermarket Suppliers list published by the Automotive Aftermarket Suppliers Association (“AASA”) based on global sales, attached as **Exhibit 6**.

21. Federal-Mogul’s MOOG® brand has long been recognized as being at the forefront of the aftermarket industry for steering and suspension parts.

22. As early as 1937, the MOOG® brand was dubbed “The Problem Solver” by mechanics when MOOG® branded products began outperforming factory original parts.

23. Additionally, since at least 1966, MOOG® has had a long-standing relationship with NASCAR®, providing incomparable parts and service to some of the industry’s most discerning customers.

24. MOOG®’s relationship with NASCAR® has only grown since its inception, and every NASCAR® champion since 1966 has won with a MOOG®-equipped car.

25. In 2015, MOOG® elevated its relationship with NASCAR® by becoming the Official Steering & Suspension partner of NASCAR®.

26. NASCAR® now mandates in its rule book that MOOG® ball joints and tie rod ends are required on all Sprint Cup® cars.

27. Additionally, MOOG® is the most well-known and preferred brand for steering and suspension parts in the North American aftermarket generally.

Among installers, MOOG® is the only brand considered a “premium” brand by more than 50% of respondents. Source: IMR Installer Research– 2012-2014.

28. Federal-Mogul also supplies chassis components to other customers, who supply them under a variety of their own high quality brand names, including NAPA®, AC-DELCO® and CARQUEST®.

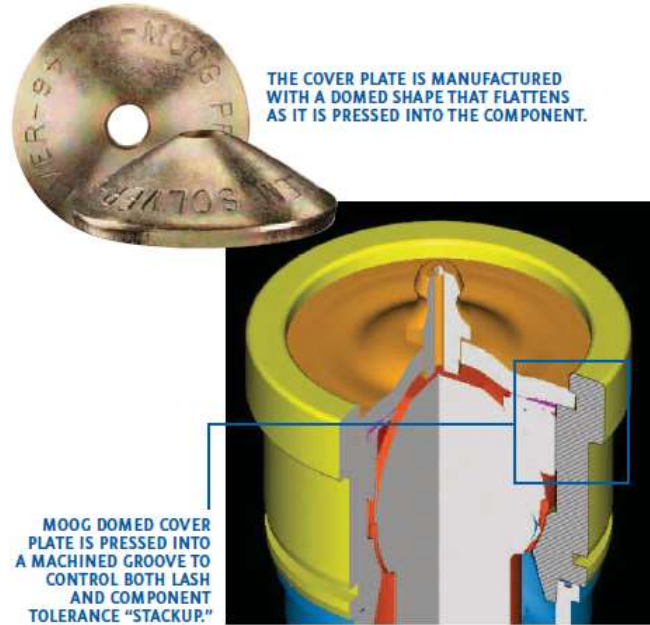
B. Federal-Mogul’s Revolutionary Press-In Cover Plate Closure Method of the ‘280 Patent

29. Since its inception and continuing today, Federal-Mogul has engaged in extensive research and development of new manufacturing techniques for products in its portfolio, including ball joint assemblies.

30. As part of these efforts, Federal-Mogul began developing a new design for ball joint assemblies that would later be governed by the ‘280 patent.

31. As set-forth in the ‘280 patent, Federal-Mogul’s new design involved a press-in cover plate closure method that involves a patented domed cover plate that fits into a machined groove and is pressed into the part, where it expands and securely grips the groove, sealing against the housing. *See* Exhibit 1, ‘280 Patent.

32. This patented design is illustrated in the below image taken from MOOG® Bulletin 27018-R, attached as **Exhibit 7**.



33. This new press-in cover plate design came about due to Federal-Mogul's efforts to address certain performance issues associated with the standard ball joints used in the industry at the time.

34. Standard ball joints prior to the invention of the '280 patent utilized metal joint housings that were designed as a compromise of competing interests. The housing had to be hard on the one hand to support the load of the stud ball while being soft enough on the other hand to allow the rim of the housing to be rolled over to trap the traditional cover plate within the housing. Too hard and the rim would crack when rolled over, and too soft and the joint would wear prematurely. The solution at the time was to heat treat only the portion of the housing supporting the stud ball in order to leave the rim portion in an untreated soft condition.

35. With the '280 patent, Federal-Mogul made a significant advancement in the art of ball joints. The '280 patent introduced for the first time a revolutionary new cover plate that assembled with the housing by being pressed and expanded into the housing, rather than being secured by rolling the rim of the housing over the edge of the cover plate as before.

36. This new press-in cover plate had the synergistic effect of enabling Federal-Mogul to make a further significant improvement in the housing as well. For the first time, the housing could be made in a fully-hardened condition throughout, including the rim. This greatly simplified the manufacture of ball joints by eliminating the need to heat treat only a portion of the housing, and improved the performance and service life of the joints by providing a hard support surface for the stud ball.

37. Being the first in the industry to develop a press-in cover plate closure method, and after finding that the product benefits could be realized at a lower cost, the company pursued patent protection for its new pioneering design. The first patent was applied for in October of 1998.

38. The '280 patent ultimately issued on March 20, 2001.

39. Federal-Mogul used the patented method on its MOOG® product line. *See Exhibit 7, MOOG Bulletin 27018-R.*

40. The improved press-in cover plate design had an immediate and direct impact on the market. Prior customer complaints commonly associated with the old ball joint design concerning unacceptable noise and service life issues were greatly reduced with the introduction of the new and innovative MOOG® joints.

C. Federal-Mogul's Substantial Efforts to Develop Goodwill in Its Revolutionary Cover Plate Closure Method and MOOG® Product Line

41. In addition to its patents, Federal-Mogul has a variety of registered trademarks used in connection with its press-in cover plate design and its steering and suspension/chassis product lines, among others, such as marks for Federal-Mogul®, MOOG®, and The Problem Solver®.

42. Federal-Mogul has invested substantial effort and expense over a long period of time, to develop goodwill in its patented designs, trade names, trademarks, and service marks to cause consumers throughout the United States to recognize Federal-Mogul's MOOG® designs and marks as synonymous with high quality, innovative, problem-solving aftermarket products.

43. In addition to investing significant amounts in the research and development of the press-in cover plate design, Federal-Mogul has also invested tens of millions of dollars in marketing Federal-Mogul's MOOG® product line over the years.

44. These marketing efforts have included utilizing the press-in cover plate products as a noted point in advertising and product bulletins and actively promoting the MOOG® product line, examples of which are set forth below and attached in **Exhibits 8-9:**



45. These efforts have educated the purchasing public to such an extent that it now recognizes the press-in cover plate of the MOOG® ball joints as a badge of the high quality ball joint product that is put out solely by Federal-Mogul.

46. These efforts, combined with the innovation and quality of the press-in cover plate closure method design, have led to Federal-Mogul's MOOG® product line being the preferred brand among customers, resulting in millions in sales of the MOOG® product line over the years.

47. Federal-Mogul promotes the MOOG® product line through a variety of media, including trade publications and on the Internet, copies of Federal-Mogul web pages are attached hereto as Exhibits 8-9.

D. Newcomer Mevotech Infringes Federal-Mogul's Patent and Falsely Disparages Federal-Mogul's MOOG® Product Line

48. Industry newcomer Mevotech has engaged in a wrongful course of conduct in an attempt to enter the steering and suspension system aftermarket with its low cost product alternatives.

49. Mevotech's wrongful conduct includes not only infringement of Federal-Mogul's patent, but also an intentional campaign directed at falsely disparaging Federal-Mogul and its products in order to improperly usurp Federal-Mogul's customer base and market share and deceive Federal-Mogul's customers.

50. Mevotech holds itself out as an "Engineering Company" and advertises its products as being "Engineered in Canada" by Mevotech engineers. Mevotech PowerPoint, at p. 3, 11, attached as **Exhibit 10**.

51. Mevotech's products are packaged in boxes and materials printed in Canada (based on indications on the boxes themselves), evidencing Mevotech's direct control in the packaging and importation of the goods.

52. Mevotech also touts itself as having "22 Manufacturing facility partnerships World-wide." *Id.* at p. 5.

53. Mevotech also promotes itself as having a 23 person strong quality control team that oversees every step of the manufacturing process, including, for example, drawing verification, inspection sheets, control plans, process control, and part inspection. *See id.* p. 14.

54. Mevotech imports the infringing products into and ships them throughout North America, including the United States and Michigan, for sale.

55. Mevotech maintains a sales force in the United States, including in Michigan, to promote and sell its imported infringing products. *See Exhibits 2-5.*

56. Mevotech further holds itself out as a company of highly-qualified engineering experts that are to be trusted and explicitly promotes its products as being "Engineered in Canada":

Mevotech takes design seriously and is constantly evolving our products to make them function better and make your job easier. All **Mevotech parts are Engineered in Canada and designed in-house** in our North America headquarters. With Mevotech you'll never get reboxed parts from other manufacturers – you'll just get the best, original Mevotech parts.

See <http://www.mevotech.com/why-industry-chooses-mevotech/>, attached as **Exhibit 11** (emphasis in original); <http://www.mevotech.com/product/engineered-in-canada/>, attached as **Exhibit 12**; (“Mevotech has been designing and testing the best parts in Canada for 30 years. While other manufacturers may go overseas, Mevotech’s researched quality and precision are something we want to see done right here at home.”); Mevotech Q&A, available at <http://www.whychoosemevotech.com/faq.html>, attached as **Exhibit 13** (“Q: Who designs the parts for Mevotech? A: All Mevotech parts are designed in-house in North America. Q: Are Mevotech parts reboxed from another manufacturer? A: No, Mevotech designs and produces its own parts.”).

57. In an effort to expand its market share and manipulate customers to switch to Mevotech, Mevotech has been purposely conveying false and misleading information and falsely disparaging Federal-Mogul, the MOOG® brand and product line, as well as Federal-Mogul’s designs throughout the United States in interstate commerce.

58. As part of these efforts, Mevotech is publishing presentation materials that include Federal-Mogul’s marketing and promotional materials and representing that those materials are false, which is untrue. Mevotech is also making false and misleading representations of fact and falsely disparaging Federal-Mogul’s product designs and its MOOG® product line.

59. At the end of July 2015, Federal-Mogul learned through its customers that Mevotech has created and distributed a purported product analysis designed to cause customers to switch from Federal-Mogul's products to Mevotech's products. *See* Mevotech Product Analysis: Moog Integral Boot Ball Joint ("Mevotech Product Analysis"), attached as **Exhibit 14**.

60. The Mevotech Product Analysis makes numerous false and misleading descriptions and representations of fact and false disparaging statements regarding Federal-Mogul's MOOG® ball joints. *Id.*

61. The Mevotech Product Analysis begins by using screenshots containing MOOG® marketing materials simply lifted from Federal-Mogul's website, which display both the previous generation MOOG® ball joint design and the new MOOG® dust boot ball joint design. *Id.* at p. 2. The Mevotech Product Analysis then falsely misrepresents that the new MOOG® dust boot design is inferior to both the previous generation MOOG® ball joint design and the Mevotech TTX and Supreme ball joint designs, which Mevotech suggests are similar to the MOOG® previous generation design. *Id. passim.*

62. By way of example, Mevotech points out the smaller diameter ball pin used in the new MOOG® dust boot design as compared to the previous generation MOOG® ball joint and Mevotech's own ball joints and then falsely claims that

“[a] smaller pin will result in accelerated wear due to higher contact pressure.” *Id.* at p. 3. This is misleading and false.

63. A standard durability test run on the new MOOG® dust boot design ball joint at loads much greater than expected on actual vehicles and for a cycle time equivalent to 4 years of service showed results that were no worse than, and in fact better than, the durability of the original equipment ball joints and previous generation MOOG® ball joints equipped with the larger ball pin identified in Mevotech’s Product Analysis. This result demonstrates that Mevotech’s statement that the new MOOG® dust boot design “will result in accelerated wear” is false and misleading since Federal-Mogul’s new design had improved durability performance despite using a smaller pin than that used in the previous generation MOOG® ball joint and the Mevotech ball joints.

64. Moreover, in several applications, Federal-Mogul’s new dust boot design in fact utilizes the same ball diameter as found on the original equipment product. Further, the materials and heat treatment used in Federal-Mogul’s new MOOG® dust boot design allow consolidation to a common ball size for a more consistent product across vehicle platforms, which benefits Federal-Mogul customers.

65. Mevotech also falsely states that “[t]he [MOOG] split bearing is significantly weaker than the continuous bearing used for [Mevotech] Supreme and

TTX,” and that “[a] smaller bearing will result in accelerated wear due to higher contact pressure between the ball pin and the bearing.” *Id.* at p. 4. This too is misleading and literally false.

66. The presence of a smaller upper split bearing in the new MOOG® dust boot design does not weaken the ball joint nor does it accelerate wear. The standard durability test run on the new MOOG® dust boot design under loads exceeding those expected to be seen in service and for 600,000 cycles (equivalent to 4 years’ service life) showed that there was no drop in service life compared to the performance of the previous generation MOOG® design run through the same test, and in fact there was a slight improvement in durability. This is attributed to sound engineering. Unlike older designs which used a preload spring to keep the ball seated against the *upper* bearing and to carry the side loads, the new MOOG® dust boot design directs side loads entirely to the *lower* bearing (not the upper bearing), thereby eliminating the need for the higher spring loads and allowing for a smaller split upper sinter bearing without impairing the service life of the product.

67. In addition, Mevotech falsely states that “[a] lower bearing of [MOOG’s] thickness may be susceptible to cracking under extreme loading conditions.” *Id.* at p. 6. Mevotech’s representation is demonstrably misleading and false. The relative thickness of the lower bearing in this application does not

determine the ability of the bearing to carry expected loads from intended vehicle applications. Testing results show that the material and structure of the housing supports the lower bearing while under load. The lower bearing did not crack when tested under excessive loading. In fact, there was no significant wear developed throughout the life cycle testing of this new bearing design, which was tested at loads exceeding those expected from intended vehicle applications. And the new bearing design enabled Federal-Mogul to design in 52% more material to the housing in the press-fit/bearing in order to improve the installation performance at the customer level.

68. Mevotech's false or misleading statements regarding Federal-Mogul's products will likely influence a deceived consumers' purchasing decision.

69. Mevotech's circulation of this false and misleading information has had an immediate and highly disruptive impact on Federal-Mogul's business as Federal-Mogul has been forced to respond to customer inquiries questioning the performance and quality of Federal-Mogul's products in direct response to the deliberately false Mevotech Product Analysis and has caused damage to Federal-Mogul.

70. Mevotech's false and disparaging comments about Federal-Mogul and the new MOOG® integral dust boot product line have cast doubt about the MOOG® product line and caused confusion among Federal-Mogul's customers.

For example, several customers, both retail and traditional distributors, have contacted Federal-Mogul's sales team seeking a response to Mevotech's disparaging statements about the MOOG® pre-installed integral dust boot product in the Product Analysis.

71. Specifically, in August 2015, Federal-Mogul was informed by representatives from one Federal-Mogul MOOG® customer that it had received a copy of Mevotech's Product Analysis and would be expecting to receive a response from Federal-Mogul addressing the claims made in Mevotech's Product Analysis. Similar reports were received from another Federal-Mogul MOOG® customer.

72. The customer market for MOOG® products is relatively small and is comprised of approximately eighteen to twenty key customers.

73. Federal-Mogul's top twelve customers account for almost all of Federal-Mogul's sales of MOOG® products.

74. The two institutional customers that Federal-Mogul is currently aware Mevotech has distributed its Mevotech Product Analysis to account for a significant percentage of Federal-Mogul's total sales of MOOG® products.

75. Mevotech's disparagement campaign against Federal-Mogul uses false information to undermine with customers, retailers, and distributors the benefit offered by Federal-Mogul's premium brand, which has resulted or may

result in customers and installers purchasing lesser-grade products from Mevotech instead of the proven and tested MOOG® premium products.

76. The false statements in the Product Analysis are clearly designed to entice customers to move from Federal-Mogul to Mevotech not only for tie rods, ball joints and control arms, but for the full line of chassis products. Mevotech's campaign is particularly damaging because in the automotive aftermarket, uncertainty about a particular product may result in a customer switching the entire product line or actively promoting a competitor's brand to the detriment of the falsely accused brand.

77. Furthermore, due to price gap in the market between Mevotech's lower quality product and the genuine MOOG® premium product, the disparaging comments will result in Federal-Mogul's customers questioning the quality and price of the MOOG® premium product, thereby devaluing Federal-Mogul's brands and impacting Federal-Mogul's ability to offer genuine premium products.

78. Mevotech's continuing disparaging comments impact the MOOG® product line in the market and negatively affect the superior reputation and goodwill of the MOOG® brand generally. Not only has Mevotech utilized false information and disparagement in its efforts to mislead and steal Federal-Mogul's customers, but Mevotech has improperly used Federal-Mogul's copyrighted

materials to do so. *See id.* at p. 2; *see also* Exhibit 10, Mevotech PowerPoint, at p 25.

79. For example, as set forth above, Mevotech has taken screenshots and copied material directly from Federal-Mogul's website. *See* Exhibit 14, Mevotech Product Analysis, at p. 2; *see also* Exhibit 10, Mevotech PowerPoint, at p 25.

80. Mevotech has actively engaged in a deliberate and highly coordinated campaign to blatantly ignore Federal-Mogul's patent rights, falsely disparage and discredit Federal-Mogul, and attempt to create consumer confusion.

COUNT I
PATENT INFRINGEMENT - 35 U.S.C. § 271(g)

81. Federal-Mogul hereby incorporates paragraphs 1 through 80 as if fully set forth herein.

82. The '280 patent was duly and legally issued by the United States Patent and Trademark Office.

83. The '280 patent is valid and enforceable.

84. Federal-Mogul owns the '280 patent by assignment.

85. The '280 patent describes a method of manufacturing a press-in cover plate.

86. Mevotech has been, and is currently, infringing, actively inducing others to infringe, and/or contributing to the infringement of at least claims 1 through 3 and claim 5 of the '280 patent in violation of 35 U.S.C. § 271(g), by

importing, offering to sell, selling, or using ball joint assemblies with at least the following Mevotech part-numbers: MES80574, MK5333, MS25503, MS25619 and CMS25142. Reference to ball joint assemblies is understood to include ball joint replacement cartridges as well as chassis replacement parts that incorporate ball joints as part of their structure, such as control arms, tie rod ends and knuckles.

87. Additionally, Mevotech has been, and is currently, infringing, actively inducing others to infringe, and/or contributing to the infringement of at least claim 6 the '280 patent in violation of 35 U.S.C. § 271(g), by importing, offering to sell, selling, or using or causing or inducing the same in connection with its ball joint assemblies with at least the following Mevotech part-numbers: MES80574, MS25503, MS25619 and CMS25142.

88. Upon information and belief, Mevotech (1) contracts with its Chinese manufacturers to manufacture the allegedly infringing products, (2) directs or controls the performance of its Chinese manufacturers with respect to the manufacture of the infringing products, (3) has formed a joint enterprise with its Chinese manufacturers with respect to such manufacture, or (4) conditions participation in an activity or receipt of a benefit by its Chinese manufacturers upon performance of a step or steps of the patented method and establishes the manner or timing of that performance.

89. Federal-Mogul is continuing its investigation into other areas of potential infringement of the '280 patent and other infringing products.

90. Upon information and belief, Mevotech will continue to infringe at least the '280 patent unless and until it is enjoined by this Court.

91. Mevotech has caused, and will continue to cause, Federal-Mogul irreparable injury and damage by infringing at least the '280 patent. Federal-Mogul will suffer further irreparable injury, such as damage to its reputation and goodwill in the industry, for which there is no adequate remedy at law, unless and until Mevotech is enjoined from infringing this patent.

92. Federal-Mogul is entitled to preliminary and permanent injunctive relief under 35 U.S.C. § 283.

93. Federal-Mogul is entitled to damages under 35 U.S.C. § 284 by virtue of Mevotech's infringement of at least the '280 patent.

94. Federal-Mogul is also entitled to a trebling of the damages award resulting from Mevotech's willful infringement of at least the '280 patent.

95. This is an exceptional case warranting an award of attorneys' fees to Federal-Mogul under 35 U.S.C. § 285.

COUNT II
FALSE ADVERTISING - 15 U.S.C. § 1125, et seq.

96. Federal-Mogul hereby incorporates paragraphs 1 through 95 as if fully set forth herein.

97. Mevotech's activities are also a violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

98. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), provides in pertinent part that "in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities . . . shall be liable in a civil action."

99. Mevotech's conduct as alleged in this Complaint constitutes false advertising under the Lanham Act as Mevotech is misrepresenting the nature, characteristics, and qualities of Federal-Mogul's MOOG® products, in its commercial advertising and promotions such as the Mevotech Product Analysis.

100. As set forth above, Mevotech published numerous false or misleading statements of fact regarding Federal-Mogul's products in its advertisements and promotional materials.

101. Mevotech's false or misleading statements of fact regarding Federal-Mogul's products are commercial speech.

102. Mevotech and Federal-Mogul are in commercial competition with each other.

103. Mevotech's false or misleading statements of fact regarding Federal-Mogul's products in its advertisements and promotional materials actually

deceived or have a tendency to deceive a substantial portion of the intended audience.

104. Mevotech's false or misleading statements of fact regarding Federal-Mogul's products are material in that they will likely influence a deceived consumers' purchasing decisions and were made by Mevotech for the purpose of influencing customers to buy Mevotech's products.

105. Mevotech's false or misleading advertisements and promotions regarding Federal-Mogul's products were introduced into interstate commerce.

106. Mevotech's false or misleading advertisements and promotions regarding Federal-Mogul's products were disseminated sufficiently to the relevant purchasing public to constitute advertising or promotion with the relevant industry.

107. Mevotech was aware of the falsity of its statements or, at the very least, acted with reckless disregard to the truth or falsity of its statements.

108. As discussed above, Mevotech's false or misleading advertisements and promotions regarding Federal-Mogul's products have or will cause harm to Federal-Mogul's reputation and business, in the form of lost sales, lost profits, and loss of goodwill, and have caused Federal-Mogul to incur damage control costs in having to respond to Mevotech's false or misleading advertising and promotions.

109. Federal-Mogul has no remedy at law that will compensate for the continued and irreparable harm that will be caused if Mevotech's acts are allowed to continue.

COUNT III
PRODUCT DISPARAGEMENT OR INJURIOUS FALSEHOOD

110. Federal-Mogul hereby incorporates paragraphs 1 through 109 as if fully set forth herein.

111. Mevotech's conduct as alleged in this Complaint constitutes product disparagement under Michigan law. *See, e.g., Kollenberg v. Ramirez*, 127 Mich. App. 345; 339 N.W.2d 176 (1983).

112. Mevotech published numerous false statements regarding Federal-Mogul's products in its advertisements and promotional materials.

113. Mevotech published these false statements intending to harm Federal-Mogul, or, at the very least, with knowledge that the publications would result in harm to Federal-Mogul.

114. Mevotech was aware of the falsity of its statements or, at the very least, acted with reckless disregard to the truth or falsity of its statements.

115. Mevotech's disparagement of Federal-Mogul's products has injured, and will continue to injure, Federal-Mogul, including, but not limited to, lost customers, lost profits, and lost goodwill, not only with respect to the MOOG®-brand product line, but to Federal-Mogul's entire product portfolio and its well-

earned reputation. Mevotech, on the other hand, has realized revenue and profits by virtue of its wrongful acts that it otherwise would not have obtained and to which it is not entitled.

**COUNT IV
MICHIGAN COMMON LAW UNFAIR COMPETITION**

116. Federal-Mogul hereby incorporates paragraphs 1 through 115 as if fully set forth herein

117. The acts and conduct of Mevotech as alleged in this Complaint constitute unfair competition. *See Clairol, Inc. v. Boston Discount Center, Inc.*, 608 F.2d 1114 (6th Cir. 1979) (recognizing that unfair competition is not limited simply to “palming off”).

118. Mevotech’s acts and conduct as alleged above have damaged and will continue to damage Federal-Mogul and have resulted in an illicit gain of profit to Mevotech in an amount that is unknown at the present time.

**COUNT V
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP**

119. Federal-Mogul hereby incorporates paragraphs 1 through 118 as if fully set forth herein.

120. Mevotech is, and has been, aware of Federal-Mogul’s business relationships and contracts with its many customers and end users of Federal-Mogul’s products, including distributors and professional technicians.

121. Mevotech, with knowledge of said relationships, intentionally and improperly induced or caused, or attempted to induce or cause, a disruption in said relationships by, among other things, communicating false and disparaging statements regarding Federal-Mogul and its products, including its MOOG®-brand product line, to Federal-Mogul's customers.

122. Mevotech's conduct, as set forth herein, is vindictive, willful, wanton, reckless and/or malicious.

123. Mevotech's conduct has caused and will continue to cause immediate and irreparable harm to Federal-Mogul's relationship with its customers and dealers and/or interference with the contracts Federal-Mogul has with its customers and dealers.

124. As a result of Mevotech's conduct, Federal-Mogul has suffered substantial and irreparable injury to its brand, image, goodwill, and business reputation and will continue to suffer such harm unless Mevotech is enjoined from its tortious interference.

125. Federal-Mogul has no adequate remedy at law, and Federal-Mogul cannot ascertain the precise amount of its damages at this time.

RELIEF REQUESTED

WHEREFORE, Federal-Mogul respectfully requests:

A. On Count I, that the Court enter judgment in favor of Federal-Mogul on Federal-Mogul's claims for patent infringement and (1) order, adjudge and decree that Mevotech has infringed the '280 Patent in violation of 35 U.S.C. § 271(g); (2) order, adjudge, and decree that Mevotech willfully and knowingly infringed the '280 Patent; (3) order, adjudge and decree that this case is exceptional under 35 U.S.C. § 285; (4) issue preliminary and permanent injunctive relief prohibiting Mevotech, its respective parents, subsidiaries, principal, officers, agents, affiliates, servants, attorneys, employees, and all others in privity with it from infringing the '280 patent; (5) award Federal-Mogul damages for patent infringement including prejudgment interest and costs against Mevotech under 35 U.S.C. § 284; (6) award Federal-Mogul increased damages under 35 U.S.C. § 284; (7) award Federal-Mogul its reasonable attorneys' fees under 35 U.S.C. § 285; and (8) award such other and further relief as the Court may deem just and proper under the circumstances.

B. On Counts II and III, that the Court enter judgment in favor of Federal-Mogul on Federal-Mogul's claims for unfair competition and product disparagement and (1) enter an injunction against Mevotech enjoining Mevotech's disparagement of Federal-Mogul and/or its products; (2) award Federal-Mogul

compensatory damages; and (3) award such other and further relief as the Court may deem just and proper under the circumstances.

C. On Counts IV and V, that the Court enter a judgment in favor of Federal-Mogul on Federal-Mogul's claims for common law unfair competition and tortious interference and (1) enter an order enjoining Mevotech from disparaging Federal-Mogul or its goods or services and from otherwise interfering with Federal-Mogul's contractual or business relations; (2) award Federal-Mogul money damages sufficient to compensate it for all forms of economic loss including, without limitation, actual, consequential and incidental damages, lost profits, lost goodwill and other costs incurred as a result of Mevotech's tortious interference; and (3) award such other and further relief as the Court may deem just and proper under the circumstances.

JURY DEMAND

Plaintiff Federal-Mogul Motorparts Corporation demands a trial by jury as to all issues so triable.

Respectfully submitted,

/s/ Edward H. Pappas _____
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Dated: November 3, 2015

CERTIFICATE OF SERVICE

I hereby certify that on November 3, 2015, I filed the foregoing FIRST AMENDED COMPLAINT AND JURY DEMAND with the Clerk of the Court using the ECF system, which will send notification of such filing to all counsel of record.

/s/ Michelle L. Alamo
Michelle L. Alamo (P60684)

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