

1 Michael J. Song, Bar No. 243675  
2 MSong@perkinscoie.com  
3 PERKINS COIE LLP  
4 1888 Century Park East, Suite 1700  
5 Los Angeles, California 90067  
6 Telephone: 310.788.9900  
7 Facsimile: 310.843.1259

8 Timothy J. Carroll (admitted *pro hac vice*)  
9 TCarroll@perkinscoie.com  
10 PERKINS COIE LLP  
11 131 South Dearborn Street, Suite 1700  
12 Chicago, Illinois 60603  
13 Telephone: 312.324.8400  
14 Facsimile: 312.324.9446

15 Kourtney Mueller Merrill (admitted *pro hac vice*)  
16 KMerrill@perkinscoie.com  
17 Elizabeth Banzhoff  
18 EBanzhoff@perkinscoie.com (admitted *pro hac vice*)  
19 PERKINS COIE LLP  
20 1900 Sixteenth Street, Suite 1400  
21 Denver, Colorado 80202  
22 Telephone: 303.291.2300  
23 Facsimile: 303.291.2400

24 Attorneys for Plaintiff  
25 Advanced Transit Dynamics, Inc.

26 UNITED STATES DISTRICT COURT  
27 CENTRAL DISTRICT OF CALIFORNIA

28 Advanced Transit Dynamics, Inc.,

Plaintiff,

v.

Ridge Corporation,

Defendant.

And Related Counterclaims

Case No. 15-cv-1877-BRO-MAN

**SECOND AMENDED COMPLAINT**

Jury Trial Demanded

1 Plaintiff Advanced Transit Dynamics, Inc. (“ATDynamics”) files this Second  
2 Amended Complaint against Defendant Ridge Corporation (“Defendant”), stating  
3 as follows:

4 **PARTIES**

5 1. ATDynamics is a corporation organized and existing under the laws of  
6 the State of Delaware with its principal place of business located at 300 Industrial  
7 Drive, Longview, Texas 75602.

8 2. On information and belief, Defendant Ridge Corporation is a  
9 corporation organized and existing under the laws of the State of Ohio with its  
10 principal place of business located at 1201 Etna Parkway, Pataskala, Ohio 43062.

11 **JURISDICTION AND VENUE**

12 3. This is an action for patent infringement arising under the Patent Laws  
13 of the United States, 35 U.S.C. § 1 *et seq.*, including but not limited to 35 U.S.C.  
14 §§ 271 and 281, trademark infringement arising under the Lanham Act, including  
15 but not limited to 15 U.S.C. §§ 1114(a) and 1125, and an action for common law  
16 trademark infringement, breach of contract, fraud, promissory fraud, tortious  
17 interference and unfair competition arising under California state law

18 4. This Court has original subject matter jurisdiction over ATDynamics’  
19 patent infringement claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

20 5. The Court has original subject matter jurisdiction over ATDynamics’  
21 federal trademark infringement claim pursuant to 15 U.S.C. § 1121 and 28 U.S.C.  
22 §§ 1331 and 1338.

23 6. The Court has subject matter jurisdiction over ATDynamics’  
24 remaining common law trademark, breach of contract, fraud, tort and unfair  
25 competition claims pursuant to 28 U.S.C. §§ 1332 and 1367(a).

26 7. On information and belief, Defendant is subject to the personal  
27 jurisdiction of this Court. On information and belief, Defendant has the requisite  
28 minimum contacts with this District because Defendant has solicited business in

1 this District, transacted business within this District, and attempted to derive  
2 financial benefits from residents in this District.

3 8. On information and belief, Defendant manufactures, uses, sells, and  
4 offers for sale products intended for use in this District to comply with the  
5 California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation,  
6 17 C.C.R. § 95300 *et seq.* The California Environmental Protection Agency Air  
7 Resources Board (“ARB”) identifies Defendant and several products manufactured,  
8 sold, and/or offered for sale by Defendant on its list of “U.S. EPA SmartWay  
9 Verified Trailer Aerodynamic Equipment,” available at  
10 <http://www.arb.ca.gov/cc/hdghg/aero.php> (last accessed on Mar. 13,  
11 2015). According to the California ARB website, “[t]his webpage has been  
12 developed to provide direct links to information that can assist fleets in complying  
13 with the [California] Tractor-Trailer Greenhouse Gas regulation.” The California  
14 ARB website links directly to Defendant’s website, directing California residents to  
15 Defendant. The California ARB website also links directly to the United States  
16 Environmental Protection Agency (“EPA”) website, which identifies Defendant’s  
17 accused product (“Green Tail RAC0048”) as part of a SmartWay Verified  
18 Aerodynamic Device combination. The EPA website is available at  
19 <http://www.epa.gov/smartway/forpartners/technology.htm#tabs-2> (last accessed on  
20 May 15, 2015).

21 9. On information and belief, Defendant has used, sold, and/or offered for  
22 sale in this District products that infringe the patents asserted in this cause of action.  
23 For example, Defendant advertised the accused products in the July 2014 edition of  
24 Trailer-Body Builders Magazine, a publication with distribution across the United  
25 States, including, on information and belief, distribution in this District.

26 10. On information and belief, Defendant has placed infringing products  
27 into the stream of commerce throughout the United States with the expectation that  
28 such products have been and will continue to be used in this District. The

1 infringing products are manufactured, sold, and offered for sale for use with semi-  
2 trailers utilized for transportation nationwide, including in this District. On  
3 information and belief, the accused products have been used on semi-trailers  
4 located in and driven through this District.

5 11. On information and belief, Defendant's infringing products have been  
6 installed on semi-trailers manufactured by Wabash National, L.P. On information  
7 and belief, Wabash National, L.P. has a distribution network across the United  
8 States, including a sales location at TEC of California, Inc. d/b/a TEC Trailers,  
9 which is located in this District at 16025 Slover Avenue, Fontana, California  
10 92337.

11 12. For these reasons, venue is also proper in this District pursuant to 28  
12 U.S.C. §§ 1391(b) and (d) and 1400(b).

13 **FACTUAL BACKGROUND**

14 13. ATDynamics is a clean transportation technology company.  
15 ATDynamics is a leading innovator and global supplier of semi-trailer rear-drag  
16 aerodynamics technologies that reduce fuel consumption and associated greenhouse  
17 gas emissions.

18 **Defendant's Infringement of ATDynamics' Patents**

19 14. On April 29, 2014, the United States Patent and Trademark Office  
20 issued United States Patent No. 8,708,399 ("the '399 Patent"), entitled "Rear-  
21 Mounted Aerodynamic Structure for Truck Cargo Bodies" to ATDynamics. A true  
22 and correct copy of the '399 Patent is attached as **Exhibit A**.

23 15. ATDynamics is the owner and assignee of all rights, title, and interest  
24 in and to the '399 Patent.

25 16. On September 25, 2012, the United States Patent and Trademark  
26 Office issued United States Patent No. 8,272,680 ("the '680 Patent"), entitled  
27 "Aerodynamic Drag Reducing Apparatus." A true and correct copy of the '680  
28 Patent is attached as **Exhibit B**.

1 17. ATDynamics is the owner and assignee of all rights, title, and interest  
2 in and to the '680 Patent.

3 18. On December 14, 2010, the United States Patent and Trademark  
4 Office issued United States Patent No. 7,850,224 (“the '224 Patent”), entitled  
5 “Aerodynamic Drag Reducing Apparatus.” A true and correct copy of the '224  
6 Patent is attached as **Exhibit C**.

7 19. ATDynamics is the owner and assignee of all rights, title, and interest  
8 in and to the '224 Patent.

9 20. On January 29, 2013, the United States Patent and Trademark Office  
10 issued United States Patent No. 8,360,509 (“the '509 Patent”), entitled “Rear-  
11 Mounted Aerodynamic Structure for Truck Cargo Bodies” to ATDynamics. A true  
12 and correct copy of the '509 Patent is attached as **Exhibit D**.

13 21. ATDynamics is the owner and assignee of all rights, title, and interest  
14 in and to the '509 Patent.

15 22. On January 29, 2013, the United States Patent and Trademark Office  
16 issued United States Patent No. 8,360,510 (“the '510 Patent”), entitled “Rear-  
17 Mounted Aerodynamic Structure for Truck Cargo Bodies” to ATDynamics. A true  
18 and correct copy of the '510 Patent is attached as **Exhibit E**.

19 23. ATDynamics is the owner and assignee of all rights, title, and interest  
20 in and to the '510 Patent.

21 24. ATDynamics manufactures, uses, sells, and offers for sale a rear-drag  
22 aerodynamic device marketed as the TrailerTail® products, which incorporates the  
23 inventions claimed in the '399 Patent, the '680 Patent, the '224 Patent, the '509  
24 Patent, and the '510 Patent (collectively, the “Asserted Patents”).

25 25. On information and belief, Defendant makes, uses, sells, and/or offers  
26 for sale in the United States products that infringe claims of the Asserted Patents,  
27 including Defendant’s “Green Tail” products. On information and belief,  
28 Defendant installs some or all of its “Green Tail” products on semi-trailers.

1           26. Defendant offered for sale the “Green Tail” products in an  
2 advertisement placed in the July 2014 edition of Trailer-Body Builders Magazine.  
3 A true and correct copy of an excerpt from the publication is attached as **Exhibit F.**

4           27. Defendant offered for sale and/or sold “Green Tail” products at an  
5 industry trade show on or about February 16, 2015. True and correct copies of  
6 photographs of Defendant’s display for the “Green Tail” products from that  
7 industry trade show are attached as **Exhibit G.**

8           28. On information and belief, Defendant’s “Green Tail” products are  
9 installed on semi-trailer trucks traveling throughout the United States, including in  
10 this District. A true and correct copy of a photograph of a “Green Tail” product  
11 installed on a semi-trailer truck in use on a freeway in the United States taken on or  
12 around February 26, 2015, is attached as **Exhibit H.**

13           29. On information and belief, Defendant has knowledge of the Asserted  
14 Patents. On February 18, 2015, Defendant filed an Information Disclosure  
15 Statement By Applicant with the United States Patent and Trademark Office for  
16 U.S. Patent Application No. 14/448,248. In that document, Defendant identified  
17 and disclosed the ’680 Patent, the ’224 Patent, the ’509 Patent, the ’510 Patent, and  
18 U.S. Publication No. 2013/0175824, which issued as the ’399 Patent. Defendant  
19 therefore had knowledge of each of the Asserted Patents by no later than February  
20 18, 2015. A true and correct copy of Defendant’s Information Disclosure  
21 Statement By Applicant is attached as **Exhibit I.**

22           30. In addition, ATDynamics marks its TrailerTail® rear-drag  
23 aerodynamic devices with the Asserted Patents pursuant to 35 U.S.C. § 287(a).

24           31. Defendant therefore has knowledge of the Asserted Patents. On  
25 information and belief, Defendant also has knowledge that its actions constitute  
26 infringement of these patents. Defendant’s infringement is therefore willful.

27                           **Defendant’s Infringement of ATDynamics’ Trademarks**

28           32. On August 26, 2008, the United States Patent and Trademark Office

1 granted ATDynamics U.S. Registration No. 3,493,395 on the Principal Register for  
2 the mark “TRAILERTAIL.” ATDynamics has been continuously using this mark  
3 in commerce since at least November 2007. This mark has achieved incontestable  
4 status.

5 33. On August 11, 2015, the United States Patent and Trademark Office  
6 granted ATDynamics U.S. Registration No. 4,792,225 on the Supplemental  
7 Register for the mark “AUTODEPLOY.” ATDynamics has been continuously  
8 using this mark in commerce since at least October 2013.

9 34. Collectively, U.S. Registration No. 3,493,395 and U.S. Registration  
10 No. 4,792,225 are referred to herein as the “ATDynamics Marks.”

11 35. ATDynamics uses the ATDynamics Marks in connection with the sale  
12 of goods and services, including in connection with the sale of its TrailerTail®  
13 aerodynamic products.

14 36. ATDynamics has been selling, advertising, and promoting goods and  
15 services bearing the ATDynamics Marks nationwide in various advertising  
16 channels, including but not limited to trade shows, printed brochures, and on its  
17 website.

18 37. ATDynamics has invested a significant amount of time and money  
19 advertising and promoting the ATDynamics Marks, and has built up a substantial  
20 amount of goodwill in the ATDynamics Marks.

21 38. As a result, consumers have come to identify ATDynamics as the  
22 source of goods and services sold under the ATDynamics Marks.

23 39. On information and belief, Defendant has used the ATDynamics  
24 Marks in interstate commerce in connection with the sale, offer for sale, distribution  
25 and advertising of goods and services related to its “Green Tail” product.

26 40. Defendant has referred to its “Green Tail” product as a “Green Tail  
27 Aerodynamic Trailer Tail Device” in communications to one or more customers  
28 and potential customers.

1 41. Defendant has represented to customers and potential customers that  
2 the “Green Tail” product has “AUTO DEPLOY” functionality.

3 42. On information and belief, Defendant’s actions have caused and will  
4 cause customer confusion.

5 43. On information and belief, Defendant has received customer requests  
6 to purchase a TrailerTail® product. On information and belief, Defendant’s use of  
7 the ATDynamics Marks caused that customer confusion.

8 44. On information and belief, Defendant has received questions from  
9 customers and prospective customers about whether Defendant’s “Green Tail”  
10 product has “AutoDeploy.” On information and belief, Defendant’s use of the  
11 ATDynamics Marks caused that customer confusion.

12 45. On information and belief, Defendant has knowledge of the  
13 ATDynamics Marks. On information and belief, Defendant intended to confuse the  
14 public as to the source of the TrailerTail® products and “Green Tail” goods.  
15 Defendant’s infringement is therefore willful.

16 **Defendant’s Fraud and Breach of Non-Disclosure Agreement**

17 46. On information and belief, Defendant manufactures panel materials.

18 47. In or around May 2013, ATDynamics employees contacted Defendant  
19 about potentially supplying panel materials for ATDynamics’ TrailerTail®  
20 products.

21 48. In or around May 2013, Defendant represented to ATDynamics, orally  
22 and via email, that Defendant was potentially interested in supplying panel  
23 materials to ATDynamics.

24 49. Defendant’s interest in providing panel materials to ATDynamics was  
25 a material fact.

26 50. On information and belief, during ATDynamics and Defendant’s  
27 discussions in May 2013, Defendant knowingly withheld that Defendant intended  
28 to copy the TrailerTail® products and/or create a similar tail product that would



1 compete with ATDynamics' TrailerTail® products.

2 51. Defendant's intention to copy the TrailerTail® products and/or create  
3 a similar tail product that would compete with ATDynamics' TrailerTail® products  
4 was a material fact.

5 52. On information and belief, Defendant represented to ATDynamics that  
6 Defendant was interested in supplying panel materials to ATDynamics in order to  
7 induce ATDynamics to provide Defendant with ATDynamics' confidential panel  
8 material specifications and/or other confidential information.

9 53. Defendant's representation that Defendant was interested in supplying  
10 panel materials to ATDynamics induced ATDynamics to provide Defendant with  
11 ATDynamics' confidential panel material specifications.

12 54. Defendant's omission of the fact that it intended to copy the  
13 TrailerTail® products and/or create a similar tail product that would compete with  
14 ATDynamics' TrailerTail® products induced ATDynamics to provide Defendant  
15 with ATDynamics' confidential panel material specifications.

16 55. In reliance on Defendant's representations, ATDynamics provided  
17 Defendant with ATDynamics' confidential panel material specifications.

18 56. After receiving ATDynamics' confidential panel material  
19 specifications, Defendant did not provide panel materials or a proposal for panel  
20 materials to ATDynamics. On information and belief, Ridge shared ATDynamics'  
21 confidential panel material specifications with one or more employees involved in  
22 development of the "GreenTail" device.

23 57. On information and belief, Defendant did not intend to provide panel  
24 materials to ATDynamics in May 2013.

25 58. ATDynamics did not have knowledge in May 2013 that Defendant  
26 intended to copy the TrailerTail® products and/or create a similar tail product.

27 59. On information and belief, Defendant had exclusive knowledge of its  
28 intention to copy the TrailerTail® products and/or create a similar tail product.



1 products. *See, e.g.*, ECF No. 15-4 at ¶¶ 41-67.

2 70. ATDynamics also had economic relationships with customers and  
3 prospective customers that were likely to lead to sales of TrailerTail® products.

4 *See, e.g., id.*

5 71. On information and belief, Defendant made oral and written  
6 representations to ATDynamics customers and potential customers regarding the  
7 TrailerTail® products and Defendant’s “Green Tail” device. On information and  
8 belief, Defendants made misrepresentations to ATDynamics’ customers and  
9 potential customers regarding the TrailerTail® products and Defendant’s “Green  
10 Tail” device.

11 72. Defendant also made representations and misrepresentations to the  
12 public, including ATDynamics’ customers, in a July 2014 advertisement.

13 73. For example, in the July 2014 advertisement, Defendant represented  
14 that its “Green Tail” product was “SmartWay verified” and “CARB compliant.”  
15 *See* Exhibit F. On information and belief, the “Green Tail” device has never been  
16 Smart Way verified as an independent device. *See* Exhibit F. On information and  
17 belief, the “Green Tail” device was not SmartWay verified in combination with a  
18 side-skirt aerodynamic device in July 2014 and was therefore also not CARB  
19 compliant in July 2014.

20 74. For example, In the July 2014 advertisement, Defendant represented to  
21 ATDynamics’ customers and the public at large that the “Green Tail” device has  
22 “AUTO DEPLOY!!!!” functionality. *See* Exhibit F. On information and belief,  
23 Defendant’s “Green Tail” device does not and never has had ATDynamics’  
24 AutoDeploy functionality.

25 75. As a result of Defendant’s representations to ATDynamics’ customers  
26 and potential customers, customers reduced or delayed their orders for TrailerTail®  
27 products with ATDynamics or required ATDynamics to lower its price. *See, e.g.*,  
28 ECF No. 15-4 at ¶¶ 41-67.





1 which it has no adequate remedy at law.

2 92. Unless this Court enjoins Defendant's infringing conduct,  
3 ATDynamics will continue to be irreparably harmed by Defendant's infringing  
4 activities.

5 **FOURTH CLAIM FOR RELIEF**

6 **(Indirect Infringement of U.S. Patent No. 8,272,680)**

7 93. ATDynamics realleges and incorporates by reference the preceding  
8 paragraphs as if fully set forth herein.

9 94. Defendant infringes at least Claim 31 of the '680 Patent in violation of  
10 35 U.S.C. § 271(b) and (c) through the manufacture, use, sale, and/or offer for sale  
11 of aerodynamic structures, including "Green Tail" products, for use with semi-  
12 trailers.

13 95. Defendant induces purchasers and users of the "Green Tail" products  
14 to directly infringe one or more claims of the '680 Patent through use of  
15 Defendant's products with semi-trailers. For example, Defendant's sales materials  
16 illustrate the installation of "Green Tail" products on semi-trailers (Exhibits F, G).

17 96. Defendant's "Green Tail" products have no substantial noninfringing  
18 use. For example, Defendant's sales materials only illustrate the use of "Green  
19 Tail" products installed on semi-trailers (Exhibits F, G). On information and belief,  
20 Defendant has knowledge that the "Green Tail" products are especially made for  
21 use in an infringement of the '680 Patent.

22 97. On information and belief, Defendant engages in such indirect  
23 infringement knowingly, and has done so with knowledge that such activity  
24 encourages purchasers and users of the "Green Tail" products to directly infringe  
25 one or more claims of the '680 Patent. Defendant's indirect infringement is  
26 therefore willful and intentional.

27 98. Defendant's infringement of the '680 Patent has caused and will  
28 continue to cause ATDynamics both monetary damage and irreparable harm for

1 which it has no adequate remedy at law.

2 99. Unless this Court enjoins Defendant's infringing conduct,  
3 ATDynamics will continue to be irreparably harmed by Defendant's infringing  
4 activities.

5 **FIFTH CLAIM FOR RELIEF**

6 **(Direct Infringement of U.S. Patent No. 7,850,224)**

7 100. ATDynamics realleges and incorporates by reference the preceding  
8 paragraphs as if fully set forth herein.

9 101. Defendant infringes at least Claim 28 of the '224 Patent in violation of  
10 35 U.S.C. § 271(a) through the manufacture, use, sale, and/or offer for sale of  
11 aerodynamic structures, including "Green Tail" products, for use with semi-trailers.

12 102. On information and belief, Defendant's infringement of the '224  
13 Patent is willful and intentional because Defendant has knowledge of the '224  
14 Patent yet continues to infringe the patent by committing the acts described above.

15 103. Defendant's infringement of the '224 Patent has caused and will  
16 continue to cause ATDynamics both monetary damage and irreparable harm for  
17 which it has no adequate remedy at law.

18 104. Unless this Court enjoins Defendant's infringing conduct,  
19 ATDynamics will continue to be irreparably harmed by Defendant's infringing  
20 activities.

21 **SIXTH CLAIM FOR RELIEF**

22 **(Indirect Infringement of U.S. Patent No. 7,850,224)**

23 105. ATDynamics realleges and incorporates by reference the preceding  
24 paragraphs as if fully set forth herein.

25 106. Defendant infringes at least Claim 28 of the '224 Patent in violation of  
26 35 U.S.C. § 271(b) and (c) through the manufacture, use, sale, and/or offer for sale  
27 of aerodynamic structures, including "Green Tail" products, for use with semi-  
28 trailers.

1 107. Defendant induces purchasers and users of the “Green Tail” products  
2 to directly infringe one or more claims of the ’224 Patent through use of  
3 Defendant’s products with semi-trailers. For example, Defendant’s sales materials  
4 illustrate the installation of “Green Tail” products on semi-trailers (Exhibits F, G).

5 108. Defendant’s “Green Tail” products have no substantial noninfringing  
6 use. For example, Defendant’s sales materials only illustrate the use of “Green  
7 Tail” products installed on semi-trailers (Exhibits F, G). On information and belief,  
8 Defendant has knowledge that the “Green Tail” products are especially made for  
9 use in an infringement of the ’224 Patent.

10 109. On information and belief, Defendant engages in such indirect  
11 infringement knowingly, and has done so with knowledge that such activity  
12 encourages purchasers and users of the “Green Tail” products to directly infringe  
13 one or more claims of the ’224 Patent. Defendant’s indirect infringement is  
14 therefore willful and intentional.

15 110. Defendant’s infringement of the ’224 Patent has caused and will  
16 continue to cause ATDynamics both monetary damage and irreparable harm for  
17 which it has no adequate remedy at law.

18 111. Unless this Court enjoins Defendant’s infringing conduct,  
19 ATDynamics will continue to be irreparably harmed by Defendant’s infringing  
20 activities.

21 **SEVENTH CLAIM FOR RELIEF**

22 **(Direct Infringement of U.S. Patent No. 8,360,509)**

23 112. ATDynamics realleges and incorporates by reference the preceding  
24 paragraphs as if fully set forth herein.

25 113. Defendant infringes at least Claim 21 of the ’509 Patent in violation of  
26 35 U.S.C. § 271(a) through the manufacture, use, sale, and/or offer for sale of  
27 aerodynamic structures, including “Green Tail” products, for use with semi-trailers.  
28



1 114. On information and belief, Defendant's infringement of the '509  
2 Patent is willful and intentional because Defendant has knowledge of the '509  
3 Patent yet continues to infringe the patent by committing the acts described above.

4 115. Defendant's infringement of the '509 Patent has caused and will  
5 continue to cause ATDynamics both monetary damage and irreparable harm for  
6 which it has no adequate remedy at law.

7 116. Unless this Court enjoins Defendant's infringing conduct,  
8 ATDynamics will continue to be irreparably harmed by Defendant's infringing  
9 activities.

10 **EIGHTH CLAIM FOR RELIEF**

11 **(Indirect Infringement of U.S. Patent No. 8,360,509)**

12 117. ATDynamics realleges and incorporates by reference the preceding  
13 paragraphs as if fully set forth herein.

14 118. Defendant infringes at least Claim 21 of the '509 Patent in violation of  
15 35 U.S.C. § 271(b) and (c) through the manufacture, use, sale, and/or offer for sale  
16 of aerodynamic structures, including "Green Tail" products, for use with semi-  
17 trailers.

18 119. Defendant induces purchasers and users of the "Green Tail" products  
19 to directly infringe one or more claims of the '509 Patent through use of  
20 Defendant's products with semi-trailers. For example, Defendant's sales materials  
21 illustrate the installation of "Green Tail" products on semi-trailers (Exhibits F, G).

22 120. Defendant's "Green Tail" products have no substantial noninfringing  
23 use. For example, Defendant's sales materials only illustrate the use of "Green  
24 Tail" products installed on semi-trailers (Exhibits F, G). On information and belief,  
25 Defendant has knowledge that the "Green Tail" products are especially made for  
26 use in an infringement of the '509 Patent.

27 121. On information and belief, Defendant engages in such indirect  
28 infringement knowingly, and has done so with knowledge that such activity

1 encourages purchasers and users of the “Green Tail” products to directly infringe  
2 one or more claims of the ’509 Patent. Defendant’s indirect infringement is  
3 therefore willful and intentional.

4 122. Defendant’s infringement of the ’509 Patent has caused and will  
5 continue to cause ATDynamics both monetary damage and irreparable harm for  
6 which it has no adequate remedy at law.

7 123. Unless this Court enjoins Defendant’s infringing conduct,  
8 ATDynamics will continue to be irreparably harmed by Defendant’s infringing  
9 activities.

10 **NINTH CLAIM FOR RELIEF**

11 **(Direct Infringement of U.S. Patent No. 8,360,510)**

12 124. ATDynamics realleges and incorporates by reference the preceding  
13 paragraphs as if fully set forth herein.

14 125. Defendant infringes at least Claim 19 of the ’510 Patent in violation of  
15 35 U.S.C. § 271(a) through the manufacture, use, sale, and/or offer for sale of  
16 aerodynamic structures, including “Green Tail” products, for use with semi-trailers.

17 126. On information and belief, Defendant’s infringement of the ’510  
18 Patent is willful and intentional because Defendant has knowledge of the ’510  
19 Patent yet continues to infringe the patent by committing the acts described above.

20 127. Defendant’s infringement of the ’510 Patent has caused and will  
21 continue to cause ATDynamics both monetary damage and irreparable harm for  
22 which it has no adequate remedy at law.

23 128. Unless this Court enjoins Defendant’s infringing conduct,  
24 ATDynamics will continue to be irreparably harmed by Defendant’s infringing  
25 activities.

26  
27  
28

**TENTH CLAIM FOR RELIEF**

**(Indirect Infringement of U.S. Patent No. 8,360,510)**

129. ATDynamics realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

130. Defendant infringes at least Claim 19 of the '510 Patent in violation of 35 U.S.C. § 271(b) and (c) through the manufacture, use, sale, and/or offer for sale of aerodynamic structures, including "Green Tail" products, for use with semi-trailers.

131. Defendant induces purchasers and users of the "Green Tail" products to directly infringe one or more claims of the '510 Patent through use of Defendant's products with semi-trailers. For example, Defendant's sales materials illustrate the installation of "Green Tail" products on semi-trailers (Exhibits F, G).

132. Defendant's "Green Tail" products have no substantial noninfringing use. For example, Defendant's sales materials only illustrate the use of "Green Tail" products installed on semi-trailers (Exhibits F, G). On information and belief, Defendant has knowledge that the "Green Tail" products are especially made for use in an infringement of the '510 Patent.

133. On information and belief, Defendant engages in such indirect infringement knowingly, and has done so with knowledge that such activity encourages purchasers and users of the "Green Tail" products to directly infringe one or more claims of the '510 Patent. Defendant's indirect infringement is therefore willful and intentional.

134. Defendant's infringement of the '510 Patent has caused and will continue to cause ATDynamics both monetary damage and irreparable harm for which it has no adequate remedy at law.

135. Unless this Court enjoins Defendant's infringing conduct, ATDynamics will continue to be irreparably harmed by Defendant's infringing activities.

**ELEVENTH CLAIM FOR RELIEF**

**(Federal Trademark Infringement/Lanham Act)**

136. ATDynamics realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

137. The ATDynamics Marks are valid, federally registered trademarks.

138. The ATDynamics Marks are inherently distinctive or, in the alternative, have acquired strong secondary meaning among relevant consumers throughout the United States.

139. Defendant has used the ATDynamics Marks in connection with the sale, offer for sale, distribution, and/or advertising of goods and services in interstate commerce.

140. Defendant's use of the ATDynamics Marks is likely to cause, and has caused, confusion, mistake, and/or deception.

141. Defendant's actions constitute trademark infringement in violation of Section 32(a) of the Lanham Act, 15 U.S.C. § 1114(a).

142. Defendant will continue, unless enjoined, to cause irreparable harm to, and injury to the goodwill and reputation of ATDynamics.

143. As a direct and proximate result of Defendant's wrongful acts, ATDynamics has also suffered pecuniary damages from Defendant's actions in an amount to be determined at trial.

144. On information and belief, Defendant's actions were taken with knowledge of ATDynamics' rights, and thus constitute deliberate, willful, and/or intentional infringement.

145. Pursuant to 15 U.S.C. § 1117, ATDynamics is entitled to treble damages, together with interest thereon, in an amount to be determined at trial.

146. ATDynamics is also entitled to recover its costs and attorneys' fees associated with this action pursuant to 15 U.S.C. § 1117.

**TWELFTH CLAIM FOR RELIEF**

**(False Designation of Origin/False Advertising/Lanham Act)**

147. ATDynamics realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

148. The ATDynamics Marks are inherently distinctive or, in the alternative, have acquired strong secondary meaning among relevant consumers.

149. Defendant's uses of the marks "Trailer Tail" and "Auto Deploy" so closely resemble the ATDynamics Marks in appearance, sound, connotation, commercial impression, and meaning that the sale by Defendant of goods and services under these marks is likely to cause consumer confusion, mistake, or deception as to the affiliation, connection, or association of Defendant with ATDynamics and/or as to the origin, sponsorship, or approval of Defendant's goods or services by ATDynamics, and has and/or will injure and damage ATDynamics and the goodwill and reputation symbolized by the ATDynamics Marks. In addition, Defendant's commercial advertising or promotion of the "Green Tail" devices misrepresents the nature, characteristics, qualities or geographic origin of those goods and services, and has and/or will injure and damage ATDynamics and the goodwill and reputation symbolized by the ATDynamics Marks.

150. Defendant's actions constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

151. Defendant will continue, unless enjoined, to cause irreparable harm to, and injury to the goodwill and reputation of ATDynamics.

152. As a direct and proximate result of Defendant's wrongful acts, ATDynamics has also suffered pecuniary damages from Defendant's actions in an amount to be determined at trial.

153. On information and belief, Defendant's actions were taken with knowledge of ATDynamics' rights, and thus constitute deliberate, willful, and/or intentional infringement.

1 154. Pursuant to 15 U.S.C. § 1117, ATDynamics is entitled to treble  
2 damages, together with interest thereon, in an amount to be determined at trial.

3 155. ATDynamics is also entitled to recover its costs and attorneys' fees  
4 associated with this action pursuant to 15 U.S.C. § 1117.

5 **THIRTEENTH CLAIM FOR RELIEF**

6 **(Common Law Trademark Infringement)**

7 156. ATDynamics realleges and incorporates by reference the preceding  
8 paragraphs as if fully set forth herein.

9 157. This cause of action for trademark infringement arises under California  
10 common law.

11 158. The ATDynamics Marks are inherently distinctive or, in the alternative,  
12 have acquired strong secondary meaning among relevant consumers in California.

13 159. Defendant's uses of the marks "Trailer Tail" and "Auto Deploy" so  
14 closely resemble the ATDynamics Marks in appearance, sound, connotation,  
15 commercial impression and meaning that the sale by Defendant of goods and  
16 services under these marks is likely to cause consumer confusion, mistake or  
17 deception as to the affiliation, connection, or association of Defendant with  
18 ATDynamics and/or as to the origin, sponsorship, or approval of Defendant's goods  
19 or services by ATDynamics, and will injure and damage ATDynamics and the  
20 goodwill and reputation symbolized by the ATDynamics Marks.

21 160. Defendant will continue, unless enjoined, to cause irreparable harm to,  
22 and injury to the goodwill and reputation of ATDynamics.

23 161. As a direct and proximate result of Defendant's wrongful acts,  
24 ATDynamics has also suffered pecuniary damages from Defendant's actions in an  
25 amount to be determined at trial.

26 162. On information and belief, Defendant's actions were taken with  
27 knowledge of ATDynamics' rights, and thus constitute deliberate, willful, and/or  
28 intentional infringement.

1 **FOURTEENTH CLAIM FOR RELIEF**

2 **(Breach of Contract)**

3 163. ATDynamics realleges and incorporates by reference the preceding  
4 paragraphs as if fully set forth herein.

5 164. ATDynamics and Defendant entered into a valid and enforceable  
6 contract, the NDA, on or about May 13, 2013.

7 165. ATDynamics performed under the NDA and provided confidential  
8 panel material specifications to Defendant pursuant to the NDA.

9 166. On information and belief, Defendant breached the NDA, including by  
10 failing to keep the ATDynamics panel material specifications confidential and by  
11 using information ATDynamics disclosed under the NDA in a competitive manner.

12 167. As a result of Defendant's breach of the NDA, ATDynamics has  
13 suffered damages in an amount to be determined at trial.

14 **FIFTEENTH CLAIM FOR RELIEF**

15 **(Fraud)**

16 168. ATDynamics realleges and incorporates by reference the preceding  
17 paragraphs as if fully set forth herein.

18 169. Defendant made misrepresentations to ATDynamics.

19 170. On information and belief, Defendant concealed facts from  
20 ATDynamics.

21 171. On information and belief, Defendant made misrepresentations to  
22 ATDynamics with knowledge of their falsity.

23 172. On information and belief, Defendant had intent to defraud  
24 ATDynamics.

25 173. ATDynamics justifiably relied on the misrepresentations and  
26 omissions made by Defendant.

27 174. As a result of Defendant's actions, ATDynamics was harmed in an  
28 amount to be determined at trial.





1 187. As a result of Defendant's actions, ATDynamics has been harmed in  
2 an amount to be determined at trial.

3 **EIGHTEENTH CLAIM FOR RELIEF**

4 **(Intentional Interference With Prospective Economic Relations)**

5 188. ATDynamics realleges and incorporates by reference the preceding  
6 paragraphs as if fully set forth herein.

7 189. ATDynamics had economic relationships with specific customers and  
8 potential customers in the trucking industry with a probability of future economic  
9 benefit to ATDynamics through the sale of TrailerTail® products. For example,  
10 ATDynamics had repeated discussions, testing and negotiations with numerous  
11 customers in the industry who had previously purchased and/or were likely to  
12 purchase TrailerTail® products in the future.

13 190. On information and belief, Defendant knew about these relationships.

14 191. On information and belief, Defendant intentionally made  
15 misrepresentations to ATDynamics' customers and potential customers designed to  
16 disrupt the relationships.

17 192. On information and belief, these misrepresentations include falsely  
18 representing that Defendant's "Green Tail" products were available for sale before  
19 their development was complete, had ATDynamics' "AUTO DEPLOY"  
20 functionality, were SmartWay verified and CARB compliant, and would be sold at  
21 a price lower than Defendant actually intended to sell the "Green Tail" products.

22 193. On information and belief, Defendant's misrepresentations to  
23 ATDynamics' customers and potential customers caused customers not to purchase  
24 TrailerTail® products from ATDynamics, delayed sales, and/or caused  
25 ATDynamics to lower its prices. For example, ATDynamics customers insisted on  
26 lower prices than previously offered by ATDynamics, refused to complete orders  
27 that had already been agreed to, and/or required additional benefits from  
28 ATDynamics in order to complete the sales.

1 194. Defendant's actions proximately caused harm to ATDynamics in an  
2 amount to be determined at trial.

3 **NINETEENTH CLAIM FOR RELIEF**

4 **(Negligent Interference with Prospective Economic Relations)**

5 195. ATDynamics realleges and incorporates by reference the preceding  
6 paragraphs as if fully set forth herein.

7 196. ATDynamics had economic relationships with specific customers and  
8 potential customers in the trucking industry with a probability of future economic  
9 benefit to ATDynamics through the sale of TrailerTail® products. For example,  
10 ATDynamics had repeated discussions, testing, and negotiations with numerous  
11 customers in the industry who had previously purchased and/or were likely to  
12 purchase TrailerTail® products in the future.

13 197. On information and belief, Defendant knew about these relationships,  
14 and knew or should have known that if it did not act with due care, its actions  
15 would interfere with these relationships and cause ATDynamics to lose the future  
16 economic benefit of the relationships.

17 198. On information and belief, Defendant negligently made  
18 misrepresentations to ATDynamics' customers and potential customers.

19 199. On information and belief, these misrepresentations include falsely  
20 representing that Defendant's "Green Tail" products were available for sale before  
21 their development was complete, had ATDynamics' "AUTO DEPLOY"  
22 functionality, were SmartWay verified and CARB compliant, and would be sold at  
23 a price lower than Defendant actually intended to sell the "Green Tail" products.

24 200. On information and belief, Defendant's misrepresentations to  
25 ATDynamics' customers and potential customers caused customers not to purchase  
26 TrailerTail® products from ATDynamics, delayed sales, and/or caused  
27 ATDynamics to lower its prices. For example, ATDynamics customers insisted on  
28 lower prices than previously offered by ATDynamics, refused to complete orders

1 that had already been agreed to, and/or required additional benefits from  
2 ATDynamics in order to complete the sales.

3 201. Defendant's actions proximately caused harm to ATDynamics in an  
4 amount to be determined at trial.

5 **TWENTIETH CLAIM FOR RELIEF**

6 **(Unfair Competition Under California Law)**

7 202. ATDynamics realleges and incorporates by reference the preceding  
8 paragraphs as if fully set forth herein.

9 203. On information and belief, Defendant has made misrepresentations to  
10 ATDynamics' customers and the public regarding the function and capabilities of  
11 its "Green Tail" product.

12 204. On information and belief, Defendant breached the NDA Defendant  
13 executed with ATDynamics by failing to keep the ATDynamics panel material  
14 specifications confidential and by using information ATDynamics disclosed under  
15 the NDA in a competitive manner.

16 205. These and other acts by Defendant constitute unfair competition,  
17 misleading advertising, and deceptive trade practices under California law,  
18 including Cal. Bus. & Prof. Code § 17200 *et seq.*

19 206. ATDynamics has been harmed by Defendant's acts of unfair  
20 competition, misleading advertising and deceptive trade practices in an amount to  
21 be determined at trial.

22 **PRAYER FOR RELIEF**

23 Accordingly, Plaintiff Advanced Transit Dynamics, Inc. respectfully requests  
24 that this Court enter judgment against Defendant Ridge Corporation as follows:

25 A. A judgment in favor of ATDynamics and against Defendant that  
26 Defendant has infringed, either literally or under the doctrine of  
27 equivalents, the Asserted Patents;

28 B. A judgment that Defendant willfully infringed the Asserted Patents;

- 1 C. A preliminary and permanent injunction against further infringement  
2 of any of the claims of the Asserted Patents in any manner by  
3 Defendant and all persons in active concert or participation with  
4 Defendant pursuant to 35 U.S.C. § 283;
- 5 D. An accounting for damages in an amount adequate to compensate  
6 ATDynamics for Defendant's infringement of the Asserted Patents,  
7 including damages for lost profits, but in no event less than a  
8 reasonable royalty, including up to treble damages for willful  
9 infringement;
- 10 E. A judgment in favor of ATDynamics that this is an exceptional case  
11 under 35 U.S.C. § 285, and an award to ATDynamics of its costs,  
12 including its reasonable attorney's fees and other expenses incurred in  
13 connection with this action;
- 14 F. An award of prejudgment interest under 35 U.S.C. § 284 and post-  
15 judgment interest under 28 U.S.C. § 1961 on all damages awarded;
- 16 G. A judgment in favor of ATDynamics and against Defendant that  
17 Defendant has infringed the ATDynamics Marks in violation of  
18 Section 32(a) of the Lanham Act, 15 U.S.C. § 1114(a);
- 19 H. A judgment in favor of ATDynamics and against Defendant that  
20 Defendant has committed unfair competition in violation of Section  
21 43(a) of the Lanham Act, 15 U.S.C. § 1125(a);
- 22 I. A judgment in favor of ATDynamics and against Defendant that  
23 Defendant has infringed the ATDynamics Marks in violation of  
24 California common law;
- 25 J. A preliminary and permanent injunction against further infringement  
26 of the ATDynamics Marks by Defendant in any manner;
- 27 K. A judgment that Defendant willfully infringed the ATDynamics  
28 Marks;

- 1 L. An accounting for damages in an amount adequate to compensate  
2 ATDynamics for Defendant's infringement of the ATDynamics Marks  
3 and unfair competition, including up to treble damages for willful  
4 infringement;
- 5 M. An award of attorney's fees pursuant to 15 U.S.C. § 1117;
- 6 N. A judgment in favor of ATDynamics and against Defendant that  
7 Defendant breached the "Mutual Confidentiality and Non-Disclosure  
8 Agreement";
- 9 O. An accounting for damages in an amount adequate to compensate  
10 ATDynamics for Defendant's breach of contract;
- 11 P. A judgment in favor of ATDynamics and against Defendant that  
12 Defendant committed fraud and promissory fraud against  
13 ATDynamics;
- 14 Q. An accounting for damages in an amount adequate to compensate  
15 ATDynamics for Defendant's fraud and promissory fraud;
- 16 R. A judgment in favor of ATDynamics and against Defendant that  
17 Defendant intentionally interfered with ATDynamics' contractual  
18 relations;
- 19 S. An accounting for damages in an amount adequate to compensate  
20 ATDynamics for Defendant's intentional interference with  
21 ATDynamics' contractual relations;
- 22 T. A judgment in favor of ATDynamics and against Defendant that  
23 Defendant intentionally interfered with ATDynamics' prospective  
24 economic relations;
- 25 U. An accounting for damages in an amount adequate to compensate  
26 ATDynamics for Defendant's intentional interference with  
27 ATDynamics' prospective economic relations;
- 28 V. A judgment in favor of ATDynamics and against Defendant that

1 Defendant negligently interfered with ATDynamics' prospective  
2 economic relations;

3 W. An accounting for damages in an amount adequate to compensate  
4 ATDynamics for Defendant's negligent interference with  
5 ATDynamics' prospective economic relations;

6 X. A judgment in favor of ATDynamics and against Defendant that  
7 Defendant engaged in unfair competition;

8 Y. An accounting for damages in an amount adequate to compensate  
9 ATDynamics for Defendant's unfair competition;

10 Z. An award of pre-and post- judgment interest as allowed by law, and

11 AA. Such other and further relief as this Court or a jury may deem just and  
12 proper.

13  
14 DATED: December 21, 2015

**PERKINS COIE LLP**

15  
16 By: /s/ Kourtney Mueller Merrill  
17 Kourtney Mueller Merrill  
KMerrill@perkinscoie.com

18 Attorneys for Plaintiff  
19 Advanced Transit Dynamics, Inc.

20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR A JURY TRIAL**

Plaintiff Advanced Transit Dynamics, Inc. requests a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: December 21, 2015

**PERKINS COIE LLP**

By: /s/ Kourtney Mueller Merrill  
Kourtney Mueller Merrill  
KMerrill@perkinscoie.com

Attorneys for Plaintiff  
Advanced Transit Dynamics, Inc.