



### **JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States of America, 35 U.S.C. § 1, *et seq.*, including 35 U.S.C. § 271. This is also an action for declaratory judgment under 28 U.S.C. § 2201 *et seq.* and Fed. R. Civ. P. 57. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 2201.

4. On information and belief, this Court has personal jurisdiction over Elim A Dent because it regularly conducts business in the State of Minnesota and therefore has substantial and continuous contacts within this judicial district; because Elim A Dent purposefully avails itself of the privileges of conducting business in this judicial district; or because Elim A Dent has committed acts giving rise to PRO PDR Solutions' claims within this judicial district.

5. Venue in this District is proper pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b) because, on information and belief, Elim A Dent has committed acts giving rise to PRO PDR Solutions' claims in this district.

### **FACTUAL BACKGROUND**

6. William L. Hulett is the founder and an owner of PRO PDR Solutions, a company that makes and sells painless dent removal equipment and solutions.

7. Mr. Hulett is the named inventor on United States Patent Number 9,291,337 (the '337 Patent), which issued on March 22, 2016.

8. The '337 patent is entitled "LED Dent Repair and Detail Light."

9. PRO PDR Solutions is the assignee of the '337 Patent and owns all right, title, and interest in the '337 Patent, including exclusive rights to bring suit with respect to any past, present, and future infringement thereof.

10. Among the products that PRO PDR Solutions makes and sells are lights, which practice one or more claims of the '337 Patent.

11. PRO PDR Solutions marks its applicable products with the '337 Patent in accordance with the Patent Act.

12. Elim A Dent makes, uses, sells or offers to sell devices that infringe one or more claims of the '337 Patent. For example, below are pictures of an exemplary Elim A Dent paintless dent removal LED light module:

- An exterior view of an Elim A Dent LED light module.



- An interior view of an Elim A Dent LED light module showing a tray having a generally planer base with LED strips supported thereon.



- A view showing the generally planer diffuser panel generally planer to the tray.



- A view showing the diffuser panel secured to the tray.



**Count I: Infringement of U.S. Patent No. 9,291,337**

13. PRO PDR Solutions incorporates by reference all previous paragraphs realleges them as though fully set forth herein.

14. On March 22, 2016, the United States Patent and Trademark Office (“PTO”) issued the ‘337 Patent. A copy of the ‘337 Patent is attached as **Exhibit A** and incorporated into this Complaint.

15. PRO PDR Solutions is the owner by assignment of all rights, title and interest in and to the ‘337 Patent.

16. PRO PDR Solutions marks its relevant products with the ‘337 Patent in accordance with 35 U.S.C. § 287, and prior to the issuance of the ‘337 Patent PRO PDR Solutions marked its product as “patent pending.”

17. Elim A Dent is making, using, offering to sell, or selling painless dent removal lights.

18. Elim A Dent has been and is now infringing (literally or under the doctrine of equivalents) the '337 Patent. The infringing acts include, but are not limited to, making, using, offering to sell, or selling, in the United States of America painless dent removal lights, which falls within the scope of one or more claims of the '337 Patent, including but not limited to claims 1 or 11. Elim A Dent is liable for infringement of the '337 Patent pursuant to 35 U.S.C. § 271.

19. As a consequence of Elim A Dent's infringement, PRO PDR Solutions is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

20. The infringement by Elim A Dent has injured and will continue to injure PRO PDR Solutions, unless and until such infringement is enjoined by this Court.

**Count II: Invalidity and Non-Infringement of U.S. Patent No. 9,109,769**

21. PRO PDR Solutions incorporates by reference all previous paragraphs realleges them as though fully set forth herein.

22. In a letter dated March 22, 2016, Dwayne K. Goetzel indicated that he and his law firm represent Elim A Dent in intellectual property matters. A copy of this letter, without its attachments, is attached hereto as **Exhibit B** (the "Cease and Desist Letter").

23. In the Cease and Desist Letter, Mr. Goetzel claims that Elim A Dent is the owner of U.S. Patent No. 9,109,769 (the '769 Patent) and U.S. Patent No.

9,212,793 (the '793 Patent).

24. The Cease and Desist Letter asserts that PRO PDR Solutions “has imported, made, used, offered to sell, or sold certain portable battery powered lighting systems in the United States that are covered by [the '769 Patent and the '793 Patent].”

25. The Cease and Desist Letter demands that Pro PDR Solutions “immediately cease and desist and refrain from making, using, selling, offering to sell, or importing any portable battery powered lighting systems that are covered by [the '769 Patent and the '793 Patent].”

26. The Cease and Desist Letter threatens that Mr. Goetzl and his firm “have been instructed to take all steps necessary to protect Elim A Dent’s lawful rights . . . [and that] Elim A Dent will aggressively pursue its lawful remedies to the fullest extent provided by law against Pro PDR Solutions . . .”

27. A true and accurate copy of the '769 Patent is attached hereto as **Exhibit C.**

28. Upon information and belief, Elim A Dent is the owner of the '769 Patent.

29. Elim A Dent asserts that PRO PDR Solutions infringes the '769 Patent.

30. Among other things, the '769 Patent is invalid or unenforceable. For

example, and among other things, upon information and belief paintless dent removal light modules, which pre-date the '769 Patent, incorporated a slip ring coupler within conduit between a light and a power source rendering the '769 Patent anticipated or obvious.

31. One or more product sold by PRO PDR Solutions do not infringe the '769 Patent.

32. As such there is an immediate and justiciable dispute between Elim A Dent and PRO PDR Solutions so as to warrant declaratory judgment.

**Count III: Invalidity and Non-Infringement of U.S. Patent No. 9,212,793**

33. PRO PDR Solutions incorporates by reference all previous paragraphs realleges them as though fully set forth herein.

34. A true and accurate copy of the '793 Patent is attached hereto as **Exhibit D.**

35. Upon information and belief, Elim A Dent is the owner of the '793 Patent.

36. Elim A Dent asserts that PRO PDR Soutions infringes the '793 Patent.

37. Among other things, the '793 Patent is invalid or unenforceable. For example, and among other things, upon information and belief paintless dent removal light modules, which pre-date the '793 Patent, incorporated a slip ring



coupler within conduit between a light and a power source rendering the '793 Patent anticipated or obvious.

38. One or more product sold by PRO PDR Solutions do not infringe the '793 Patent.

39. As such there is an immediate and justiciable dispute between Elim A Dent and PRO PDR Solutions so as to warrant declaratory judgment.

**PRAYER FOR RELIEF**

WHEREFORE, PRO PDR Solutions respectfully requests that the Court enter judgment as follows:

- A. adjudging that the '337 Patent is enforceable and not invalid;
- B. adjudging that Elim A Dent infringes, has infringed, the '337 Patent;
- C. enjoining Elim A Dent and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for them and on their behalf, or acting in concert with them, from further infringement of the '337 Patent;
- D. awarding compensatory damages to PRO PDR Solutions, together with interest;
- E. ordering a post-trial accounting of damages for the period of infringement of the '337 Patent following the period of damages established by

PRO PDR Solutions at trial in accordance with 28 U. S.C. § 1292(c)(2);

F. adjudging that the '769 Patent is invalid;

G. adjudging that the '793 Patent is invalid;

H. adjudging that PRO PDR Solutions does not infringe the '769 Patent;

I. adjudging that PRO PDR Solutions does not infringe the '793 Patent; and,

J. awarding PRO PDR Solutions such other and further relief as it deems just and proper.

Dated: April 8, 2016

**GRAY, PLANT, MOOTY,  
MOOTY & BENNETT, P.A.**

s/Loren L. Hansen

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