

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

)	
IRONHAWK INDUSTRIAL)	Civil Action No.
DISTRIBUTION LLC ,)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT FOR PATENT
)	INFRINGEMENT
CHEMUNG SUPPLY CORPORATION)	
d/b/a EVOLUTION EDGES,)	DEMAND FOR JURY TRIAL
)	
Defendant.)	
)	
)	
)	
)	

Ironhawk Industrial Distribution LLC (“Ironhawk”) hereby files this Complaint against Chemung Supply Corporation (“Chemung”) as follows:

This is a patent infringement action to stop Chemung’s infringement of Ironhawk’s United States Patent No. 9,290,898 entitled “Plow Blade Damping Device and Method,” which issued March 22, 2016 (Attached as Exhibit A).

THE PARTIES

1. Plaintiff Ironhawk Industrial Distribution LLC is incorporated in the State of Ohio with its principal place of business located at 1090 East 222nd Street, Euclid, Ohio 44117.
2. Upon information and belief, Defendant Chemung Supply Corporation is incorporated in the State of New York, with a principal place of business at 2420 Corning Rd, Elmira, NY 14903.

3. Upon information and belief, Evolution Edges is a division of Chemung Supply Corporation, with a principal place of business at 98 Philo Road West, Elmira, NY 14903.

4. On March 22, 2016, United States Patent No. 9,290,898 (hereinafter “the ‘898 Patent”), titled “Plow Blade Damping Device and Method,” was duly and legally issued to Ironhawk as assignee. Ironhawk has been, and still is, the owner of all rights, title and interest in the ‘898 Patent, including the right to exclude Chemung from making, using, selling, offering to sell, or importing in this district and elsewhere into the United States the patented invention(s) of the ‘898 Patent.

5. Ironhawk offers for sale and sells a snow plow blade assembly called the Ice-O-Force™ Vibration and Noise Isolating Plow Blade Assembly, which embodies claims of the ‘898 Patent. Ironhawk has partnered with Kennametal Corporation for the manufacture and select sales of the patented Ice-O-Force assembly.

JURISDICTION

6. This Court has original subject matter jurisdiction over this controversy concerning patent infringement pursuant to 28 U.S.C. §§ 1331 and 1338(a) and 35 U.S.C. §§ 271 and 281.

7. This Court has personal jurisdiction over Chemung pursuant to the provisions of the Ohio Long Arm Statute, O.R.C. § 2307.382, and the laws of the United States.

8. Chemung has sold and offered for sale into this district the Infringing Plow Blade Assemblies.

9. Upon information and belief, Chemung maintains a network for offering for sale, selling and shipping into this district its products, including the Infringing Plow Blade Assemblies (hereinafter defined) under the brand name Evolution Edges.

10. Upon information and belief, Chemung (a) solicits business in this District and sells products in this District which include the Infringing Plow Blade Assemblies; (b) is engaged in activities within this District, whether such activities are wholly within Ohio or otherwise; (c) enters into contracts with customers located in this district; and (d) derives revenue from goods used or consumed in this District. Chemung can reasonably be expected to be hailed into court in Ohio.

11. Chemung's infringement of the '898 Patent has tortiously injured Ironhawk in this District.

12. Venue is proper in this Court in accordance with 28 U.S.C. §§ 1391 and 1400(b).

COUNT I - PATENT INFRINGEMENT (THE '898 PATENT)

13. Ironhawk restates the allegations set forth in paragraphs 1-12 and incorporates them by reference.

14. On March 22, 2016, the '898 Patent was duly and legally issued by the U.S. Patent and Trademark Office. Ironhawk has been, and still is, the owner of all rights, title and interest in the '898 Patent, including the right to exclude Chemung from making, using, selling, offering to sell, or importing in this district and elsewhere into the United States the patented invention(s) of the '898 Patent.

15. The '898 Patent describes and claims certain snow plow blade technology that utilizes one or more damping members that decrease wear on the blade and vibration during use.

16. Chemung has directly infringed and continues to infringe the '898 Patent through the sale, offer for sale, use and manufacture in the United States of certain products including their Evolution Edges Katana Blade Kits (the "Infringing Plow Blade Assemblies").

17. The Infringing Plow Blade Assemblies, like the '898 Patent, include members to decrease wear on the blade and vibration during use. The Infringing Plow Blade Assemblies have or embody every element of at least claims 1, 2, 4, 5, 7–12, 18, 23–26 and 28 of the '898 Patent and thus literally infringe at least these claims of the '898 Patent. To the extent that the Infringing Plow Blade Assemblies do not literally infringe at least these claims, the Infringing Plow Blade Assemblies infringe at least these claims of the '898 Patent under the doctrine of equivalents.

18. Upon information and belief, Chemung has profited from and will continue to profit from its infringing activities. Ironhawk has been and will be damaged by the Chemung's infringing activities and is entitled to recover damages adequate to compensate it for such infringement, but, in no event, less than a reasonable royalty. The amount of monetary damages Ironhawk has suffered by the acts of Chemung set forth above cannot be determined without an accounting.

19. The harm to Ironhawk within this judicial district and elsewhere in the United States resulting from the acts of infringement of the '898 Patent by Chemung is irreparable, continuing, not fully compensable by money damages, and will continue unless Chemung's infringing activities are enjoined.

20. Upon information and belief, Chemung has known of the existence of the '898 Patent since at least May 26, 2016 because representatives of Chemung were informed of the '898 Patent at the 2016 APWA North American Conference which was held in Hartford, Connecticut from May 22, 2016 to May 26, 2016.

21. Chemung's Infringing Plow Blade Assemblies appear to be copies and/or knock-offs of the plow blade assembly claimed and described in the '898 Patent and of Ironhawk's Ice-O-Force™ assembly.

22. Chemung's infringement has been, and is, willful, egregious, and in conscious disregard of Ironhawk's rights entitling Ironhawk to enhanced damages pursuant to 35 U.S.C. § 284.

23. Chemung's infringing activities related to the Infringing Plow Blade Assemblies complained of herein make this an exceptional case entitling Ironhawk to the recovery of its reasonable attorneys' fees under 35 U.S.C. § 285 or other applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ironhawk prays for:

A. a judgment that the '898 Patent was duly and legally issued, is valid, and is enforceable;

B. a judgment that Ironhawk owns the '898 Patent;

C. a judgment that Chemung has directly infringed at least claims 1, 2, 4, 5, 7–12, 18, 23–26 and 28 of the '898 Patent;

D. a preliminary and permanent injunction against further infringement by Chemung, its respective officers, directors, employees, agents, licensees, servants, affiliates, parent, subsidiaries, successors, and assigns, and any and all persons acting in privity or in concert or participation with any of them;

E. an accounting be had for the profits and damages arising out of the Chemung's infringement of the '898 Patent and for judgment against Chemung awarding this damages amount, but no less than a reasonable royalty;

- F. an award of pre-judgment and post-judgment interest on its damages, as allowed by law;
- G. an assessment of Ironhawk's costs and expenses in this action against Chemung;
- H. a finding that Chemung's infringement is willful and egregious and a trebling of damages pursuant to 35 U.S.C. § 284;
- I. a finding that this action is exceptional and for an award to Ironhawk of its reasonable attorney's fees incurred in this action under 35 U.S.C. § 285; and
- J. such other and further relief as this Court may deem just, equitable, and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Ironhawk Products Inc hereby demands a trial by jury of all issues so triable.

Dated: July 8, 2016

Respectfully submitted,

/s/ Mark W. McDougall

John S. Cipolla (0043614)

Mark W. McDougall (0080698)

Joshua A. Friedman (0091049)

CALFEE HALTER & GRISWOLD LLP

The Calfee Building

1405 East Sixth Street

Cleveland, OH 44114

Tel: (216) 622-8200

Fax: (216) 241-0816

[jcupolla@calfee.com](mailto:jcipolla@calfee.com)

mmcdougall@calfee.com

jfriedman@calfee.com

Attorneys for Ironhawk Industrial Distribution
LLC