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Attorneys for Plaintiff
IRONCLAD PERFORMANCE WEAR CORPORATION

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

IRONCLAD PERFORMANCE WEAR CORPORATION, a California corporation,

Plaintiff,

vs.

SAF-T-GLOVE, INC., a Kansas corporation,

Defendant.

Case No. 2:16-cv-05913

COMPLAINT FOR PATENT INFRINGEMENT; DEMAND FOR JURY TRIAL

Plaintiff Ironclad Performance Wear Corporation (“Ironclad”), by its attorneys, for its Complaint against Defendant Saf-T-Glove, Inc. (“Saf-T-Glove”) (“Defendant”), hereby demands a jury trial and alleges as follows:

PARTIES

1. Ironclad is a California corporation organized and existing under the laws of the State of California. Ironclad has a distribution facility for its products in Valencia, California.

2. Upon information and belief, Defendant Saf-T-Glove is a Kansas corporation duly organized and existing under the laws of the State of Kansas with a

1 place of business at 1121 Fountain Parkway, Grand Prairie, TX 75050.

2 **JURISDICTION AND VENUE**

3 3. This action is for patent infringement under the patent laws of the United
4 States, 35 U.S.C. § et seq.

5 4. This Court has subject matter jurisdiction over this dispute pursuant to 28
6 U.S.C. §§ 1331 and 1338(a).

7 5. This Court has personal jurisdiction over Defendant because, inter alia,
8 upon information and belief, Defendant's infringing products are sold in, distributed
9 to, and shipped into the Central District of California, and in this judicial district.
10 Upon information and belief, Defendant has knowingly and intentionally placed its
11 infringing products into the stream of commerce through established distribution
12 channels expecting them to be shipped into and purchased by customers in this
13 judicial district.

14 6. Venue is proper in this district under 28 U.S.C. §§ 1391(B), 1391(C) and
15 1400(B). Upon information and belief, Defendant has engaged in activities including:
16 maintaining a significant and continuous presence in this district, transacting business
17 in this district, and purposefully directing its business activities, including infringing
18 activities, to this district.

19 **FACTUAL BACKGROUND**

20 Ironclad and the '519 Patent

21 7. Ironclad is a recognized leader in high-performance task-specific work
22 gloves. It created the performance work glove category in 1998, and continues to
23 leverage its leadership position in the safety, construction and industrial markets
24 through the design, development and distribution of specialized task-specific gloves
25 for industries such as oil & gas extraction; automotive; and police, fire, first-responder
26 and military.

27 8. Ironclad engineers and manufactures its products with a focus on
28

1 innovation, design, advanced material science and durability. Ironclad’s gloves are
2 available through industrial suppliers, hardware stores, home centers, lumber yards,
3 and sporting goods retailers nationwide; and through authorized distributors in North
4 America, Europe, Australia and Asia.

5 9. Ironclad has developed unique glove constructions and patterns for its
6 performance wear, and has received design and/or utility patents on several of its
7 gloves.

8 10. On January 26, 2016, U.S. Patent No. 9,241,519 (“the ’519 Patent”) was
9 duly and legally issued for a “GLOVE FOR USE IN THE OIL AND NATURAL
10 GAS EXTRACTION INDUSTRIES” to Eric M. Jaeger. A true and correct copy of
11 the ’519 Patent is attached hereto as Exhibit “A” and made a part hereof. Mr. Jaeger
12 assigned to Ironclad the entire right, title, and interest to the ’519 Patent including all
13 rights to recover for all infringements thereof. Ironclad is the owner and assignee of
14 the ’519 Patent.

15 11. The ’519 Patent provides for a glove with protective members that
16 protect the wearer’s fingers including the nail bed, while at the same time providing
17 the dexterity necessary to work in the field.

18 12. To accomplish this, the ’519 Patent, among other things, calls for a
19 plurality of base members secured to the glove back which extend along a substantial
20 length of the fingers and thumb, with the distal end of each base member extending
21 over the tip portions of the fingers and thumb.

22 13. Each of the base members contains an elongated protective member
23 fixedly secured to each of the base members. The protective members extend
24 substantially along the length and width of each base member but are recessed from
25 the outer periphery of the base member. Further, the portions of the protective
26 members at the distal end slope downward towards the base member and extend to the
27 tip portion of the fingers and thumbs and the protective members also slope laterally
28

1 to cover the sides of the wearer's phalanges (finger bones).

2 Defendant's Infringing Activities

3 14. Upon information and belief, Defendant Saf-T-Glove makes, uses, offers
4 to sell, sells, and/or imports the Saf-T-Glove Joker gloves, including models XOS MX
5 2515-L and XTR MX 2509-L. An exemplary photo of two Joker gloves is shown
6 below:



14 15. Defendant's gloves are designed with a plurality of base members
15 secured to the glove back which extend along a substantial length of the fingers and
16 thumb.

17 16. The distal end of each base member on Defendant's gloves extends over
18 the tip portions of the fingers and thumb.

19 17. Each of the base members contains an elongated protective member
20 fixedly secured to each of the base members. Specifically, upon information and
21 belief, the protective member is fixedly secured by being integrally constructed with
22 the base member out of the same piece of material.

23 18. The protective members of Defendant's gloves extend substantially along
24 the length and width of each base member but are recessed from the outer periphery of
25 the base member.

26 19. The portions of the protective members at the distal end of Defendant's
27 gloves slope downward towards the base member and extend to the tip portion of the
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1 fingers and thumbs and the protective members also slope laterally to cover the sides
2 of the wearer's phalanges (finger bones).

3 **COUNT I - INFRINGEMENT OF U.S. PATENT NO. 9,241,519**

4 20. Plaintiff repeats and re-alleges the allegations set forth in the paragraphs
5 above as if they are fully set forth herein.

6 21. Defendant Saf-T-Glove has been making, using, offering to sell, selling,
7 and/or importing the Joker gloves and as a result infringes and continues to infringe at
8 least Claim 1 of the '519 Patent.

9 22. The Joker gloves infringe at least Claim 1 of the '519 Patent because just
10 as required by Claim 1 of the '519 Patent, Defendant's gloves are designed with a
11 plurality of base members secured to the glove back which extend along a substantial
12 length of the fingers and thumb; the distal end of each base member on Defendant's
13 gloves extend over the tip portions of the fingers and thumb; each of the base
14 members contains an elongated protective member fixedly secured to each of the base
15 members; the protective members of Defendant's gloves extend substantially along
16 the length and width of each base member but are recessed from the outer periphery of
17 the base member; the portions of the protective members at the distal end of
18 Defendant's gloves slope downward towards the base member and extend to the tip
19 portion of the fingers and thumbs; and the protective members also slope laterally to
20 cover the sides of the wearer's phalanges (finger bones).

21 23. Ironclad has been damaged by Defendant's infringement.

22 24. Furthermore, Defendant's acts of infringement have been without express
23 or implied license by Ironclad, are in violation of Ironclad's rights, and will continue
24 unless enjoined by this Court.

25 25. Ironclad provided notice to Defendant of the '519 Patent at least as early
26 as May 27, 2016.

27 26. Upon information and belief, Defendant's infringement has been in
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1 willful disregard of the '519 Patent and the rights created thereunder.

2 27. Ironclad has been and will continue to be irreparably harmed by
3 Defendant's infringement of the '519 Patent.

4 **JURY TRIAL DEMAND**

5 28. Trial by jury is hereby demanded.

6 **RELIEF SOUGHT**

7 **WHEREFORE**, Ironclad prays:

8 A. For injunctive relief against further infringement of the '519 Patent by
9 Defendant's officers, agents, servants, employees, attorneys, and all those persons in
10 active concert or participation with Defendant;

11 B. For damages to compensate Ironclad for the infringement of the '519
12 Patent;

13 C. For pre judgment and post judgment interest;

14 D. That Ironclad be awarded its fees and costs;

15 E. For treble damages pursuant to 35 U.S.C. § 284; and

16 F. For all such other and further relief as this Court deems just and proper.

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18 DATED: August 8, 2016

STUBBS, ALDERTON & MARKILES, LLP

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20 By: /s/ Michael A. Sherman
Michael A. Sherman

21 Attorney for Plaintiff
22 IRONCLAD PERFORMANCE
23 WEAR CORPORATION
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