

1 **DICKINSON WRIGHT PLLC**  
 JOHN L. KRIEGER  
 2 Nevada Bar No. 6023  
 Email: jkrieger@dickinson-wright.com  
 3 JOEL Z. SCHWARZ  
 Nevada Bar No. 9181  
 Email: jschwarz@dickinson-wright.com  
 4 KENDAL L. WEISENMILLER  
 Nevada Bar No. 11946  
 5 Email: kweisenmiller@dickinson-wright.com  
 8363 West Sunset Road, Suite 200  
 7 Las Vegas, Nevada 89113-2210  
 8 Tel: (702) 550-4400  
 Fax: (702) 382-1661  
 9 *Attorneys for Plaintiff Omix-ADA, Inc.*

10 **UNITED STATES DISTRICT COURT**  
 11 **DISTRICT OF NEVADA**

12 OMIX-ADA, INC., a Georgia Corporation,  
 13  
 14 Plaintiff,  
 15 v.  
 16 CHANGZHOU JIULONG AUTO LAMPS  
 17 FACTORY; GUANGZHOU VCAN  
 18 ELECTRONIC TECHNOLOGY CO., LTD.;  
 19 MAXGRAND, LTD.; SANMAK LIGHTING  
 CO., LTD.; SHENZHEN UNISUN  
 TECHNOLOGY CO., LTD.; and UNITY 4WD  
 ACCESSORIES CO., LTD.,  
 20  
 21 Defendants.

CASE NO.  
**COMPLAINT FOR PATENT  
 INFRINGEMENT**  
**DEMAND FOR JURY TRIAL**

22 Plaintiff OMIX-ADA, INC. (“Omix”) alleges as follows, upon actual knowledge with  
 23 respect to itself and its own acts, and upon information and belief as to all other matters:

24 **INTRODUCTION**

25 This is a case for patent infringement of U.S. Patent Nos. US 9,145,084 B2, US  
 26 D749,995 S, and US D692,290 S under 35 U.S.C. § 101 *et seq.*, specifically 35 U.S.C. §§ 271  
 27  
 28

1 and 281, and for trademark infringement and unfair competition under the Lanham Act, 15  
2 U.S.C. § 1051, *et. seq.* and common law trademark infringement and unfair competition.

3 **JURISDICTION AND VENUE**

4 1. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant to 28  
5 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States,  
6 35 U.S.C. §1 *et seq.* and is a civil action for patent infringement. This Court also has subject  
7 matter jurisdiction under the trademark laws of the United States, 15 U.S.C. § 1121 and under  
8 the Judicial Code of the United States, 28 U.S.C. §§ 1331, 1338(a) and 1338(b). This Court has  
9 supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. §1367.

10 2. Upon information and belief, this Court may exercise personal jurisdiction over  
11 the Defendants by virtue of them committing acts of patent infringement and/or trademark  
12 infringement in the State of Nevada which they knew or should have known would cause injury  
13 in Nevada. Defendants have each conducted business and have directly harmed Omix in this  
14 District by using, selling, offering for sale and/or importing products that infringe on Omix’s  
15 patents and/or trademarks at the SEMA Show (“SEMA”) held on November 1-4, 2016 at the Las  
16 Vegas Convention Center in Las Vegas, Nevada, and/or the Automotive Aftermarket Products  
17 Expo (“AAPEX”) held on November 1-3, 2016 at the Sands Expo in Las Vegas, Nevada.

18 3. Venue is proper in the United States District Court for the District of Nevada  
19 under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Omix’s claims  
20 occurred in the District of Nevada. Pursuant to LR IA 1-6, venue lies in the unofficial Southern  
21 Division of this Judicial District.

22 **PARTIES**

23 4. Plaintiff is a corporation organized and existing under the laws of the State of  
24 Georgia with a principal place of business at 460 Horizon Drive, Suite 400, Suwanee, GA 30024.

25 5. Upon information and belief, Defendant Changzhou Jiulong Auto Lamps Factory  
26 (“Changzhou Jiulong”) is a Chinese company with a principal place of business at No. 98  
27 Jiulong Road, Jiulong Industrial Park, Ziaoh Town, Changzhou City, Jiangsu, China 213138.  
28 Upon further information and belief, Changzhou Jiulong was founded in 1994 and manufactures

1 auto lamps, body cover parts and bumpers, which it imports, sells and offers for sale within the  
2 United States.

3 6. Upon information and belief, Defendant Guangzhou Vcan Electronic Technology  
4 Co., Ltd. (“Guangzhou Vcan”) is a Chinese company with a principal place of business at Room  
5 511 No. 560-574, Tianhe Road, Tianhe District, Guangzhou, China 510630. Upon further  
6 information and belief, Guangzhou Vcan was founded in 2000 and manufactures performance  
7 systems which it imports, sells and offers for sale within the United States.

8 7. Upon information and belief, Defendant Maxgrand, Ltd. (“Maxgrand”) is a Hong  
9 Kong-based company with a principal place of business at Unit B2, 6/F, Blk. B, Eastern Sea  
10 Industrial Building, 48-56 Tai Lin Pai Road, N.T., Hong Kong, and with additional offices in  
11 Goungzhou and Shanghai, China. Upon further information and belief, Maxgrand was founded  
12 in 1992 and manufactures lighting systems and accessories which it imports, sells and offers for  
13 sale within the United States.

14 8. Upon information and belief, Defendant Sanmak Lighting Co. Ltd. (“Sanmak”) is  
15 a Chinese company with a principal place of business at Block 3, Chuangfu Industry Zone, Lihe  
16 Road, Nanhai District, Foshan, China. Upon further information and belief, Sanmak  
17 manufactures LED lighting systems which it imports, sells and offers for sale within the United  
18 States.

19 9. Upon information and belief, Defendant Shenzhen Unison Technology Co., Ltd.  
20 (“Unison”) is a Chinese company with a principal place of business at 9/F, Northern Junyi  
21 Business Center, Cuigang W. Road, Fuyong, Bao'an District, Shenzhen, China 518103. Upon  
22 further information and belief, Unison manufactures LED auto-related lighting solutions,  
23 including work lights, headlights and light bars, which it imports, sells and offers for sale within  
24 the United States.

25 10. Upon information and belief, Defendant Unity 4WD Accessories Co., Ltd.  
26 (“Unity”) is a Chinese company with a principal place of business at No. 3017-3018, Hui Qiao  
27 Building, Bai Yun Da Dao Bei, Bai Yun District, Guangzhou City, China. Upon further  
28 information and belief, Unity manufactures 4WD accessories and car accessories and lamps.

**GENERAL ALLEGATIONS**

***Omix's Business***

11. Omix is the world's largest independent manufacturer and wholesaler of Jeep<sup>®</sup> parts and accessories.<sup>1</sup>

12. Omix has over 100 full-time employees and an in-house engineering department for exclusive product development.

13. With almost 20,000 Jeep<sup>®</sup> parts in stock and a retail value close to \$100 million, Omix is behind almost all known Jeep<sup>®</sup> parts retailers and warehouse distributors in the USA and almost 100 countries worldwide.

14. Leading Jeep<sup>®</sup> parts retailers and warehouse distributors like Quadratec, 4WD Hardware, JC Whitney, 4 Wheel Parts Wholesalers, Morris 4x4 and Keystone Automotive are all Omix distributors.

15. In recent years companies like Amazon, O'Reilly Auto Parts and Summit Racing have realized the potential of partnering with Omix.

16. Omix is the top business partner of these companies as well as about 500 other Jeep<sup>®</sup> parts retailers, warehouse distributors, installers, and Internet merchandisers in the USA and around the globe.

17. Over the years, Omix has expanded its business by adding and building brands like Rugged Ridge, Alloy USA, Precision Gear, and Outland Automotive.

18. By continuously investing in new products and product lines, Omix is able to service the Jeep<sup>®</sup> enthusiast market covering from 1941 to the most recent models.

***Omix's Patents***

19. Omix has taken steps to protect its products and owns various United States patents relating thereto.

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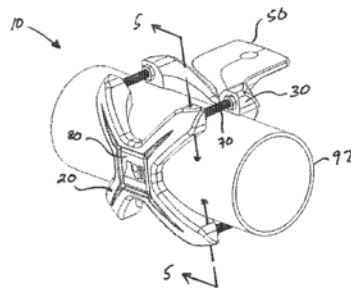
<sup>1</sup> Jeep<sup>®</sup> is a registered trademark of FCA US, LLC and used under license by Omix.

1           20.     United States Patent No. US 9,145,084 B2 (the “ ‘084 Patent”) entitled “Auxiliary  
2 Light Mount Assembly for Tubular Bumpers” was duly and legally issued to Omix on  
3 September 29, 2015.

4           21.     Omix owns by assignment the entire right, title and interest in the ‘084 Patent and  
5 is entitled to sue for past and future infringement.

6           22.     The auxiliary light mount assembly for tubular bumpers that is the subject of the  
7 ‘084 Patent is a clamp assembly adapted to a tubular beam including the first and second grips,  
8 with each grip having at least four curved fingers projecting radially from the central portion and  
9 curving generally in the same direction to respective distal ends. The grips are secured together  
10 in a complementary relationship with the distal ends of the fingers of the second grip to define a  
11 first generally cylindrical aperture extending through the fingers in a first direction and a second  
12 generally cylindrical aperture extending through the fingers in a second direction. The first  
13 cylindrical aperture has a diameter that substantially corresponds to the diameter of the tubular  
14 beam to which the clamp assembly is to be clamped. The clamp assembly generally includes a  
15 flange for attaching auxiliary equipment to the clamp assembly.

16           23.     The auxiliary light mount assembly for tubular bumpers that is the subject of the  
17 ‘084 Patent is shown below:



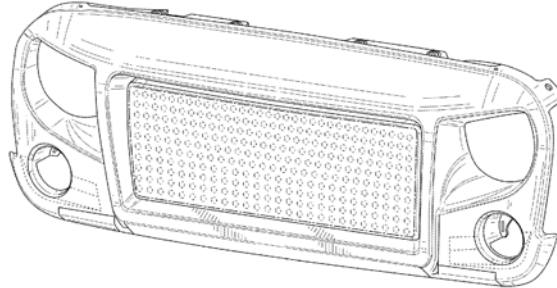
24           24.     United States Design Patent No. US D749,995 S (the “ ‘995 Patent”) entitled  
25 “Front Grille for a Vehicle” was duly and legally issued to Omix on February 23, 2016.

26           25.     Omix owns by assignment the entire right, title and interest in the ‘995 Patent and  
27 is entitled to sue for past and future infringement.

28     ///

1           26.     The front grille that is the subject of the ‘995 Patent has an ornamental design that  
2 is shown and described in seven figures included in the ‘995 Patent.

3           27.     The front grille that is the subject of the ‘995 Patent is shown below:



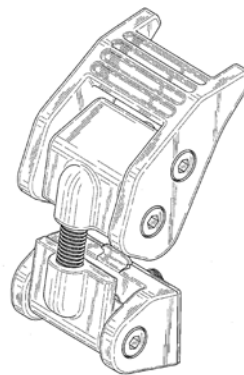
10           28.     The center mesh of the ‘995 Patent’s grill design is drawn in broken lines and is  
11 irrelevant to the claims against the ‘995 Defendants.

12           29.     United States Design Patent No. US D692,290 S (the “ ‘290 Patent”) entitled  
13 “Hood Latch” was duly and legally issued to Omix on October 29, 2013.

14           30.     Omix owns by assignment the entire right, title and interest in the ‘290 Patent and  
15 is entitled to sue for past and future infringement.

16           31.     The hood latch that is the subject of the ‘290 Patent has an ornamental design that  
17 is shown and described in six figures included in the ‘290 Patent.

18           32.     The hood latch that is the subject of the ‘290 Patent is shown below:



25                           ***Omix’s RUGGED RIDGE Trademark***

26           33.     The RUGGED RIDGE trademarks are owned by Omix and registered on the  
27 Principal Register of the United States Patent and Trademark Office, including, among others:

28     ///

1 a. RUGGED RIDGE: Registration No. 3,596,653 for Automotive parts, supplies,  
2 and accessories in International Class 7, namely exhaust manifolds and headers;  
3 winches; engine parts, namely fuel injectors, valve covers; filtration products,  
4 namely, oil, gas, air filters for motors and engines; performance electrical and  
5 ignition parts for motor vehicles, namely starters, alternators, condensers, spark  
6 plugs, ignition wires, ignition coils; as well as Automotive parts in International  
7 Class 12, supplies and accessories, namely, automobile seats; soft tops for motor  
8 vehicles; [security products, namely, motor vehicle alarm systems;] motor vehicle  
9 consoles, namely, holders for cups, bottles and cellular phones designed for  
10 attachment to front dash panels and vehicle arm rests; luggage and roof racks for  
11 motor vehicles; bike mounts, trail racks, trailer hitches; mirrors for motor vehicles  
12 and parts therefor, namely, rear view, heated, LED and dual focal point mirrors;  
13 interior and dressup accessories, namely, grab handles, sun visors, gas tank filler  
14 covers, dashboard overlays, cup holders, steering wheel covers, tire covers, cab  
15 covers; locking wheel hubs; [performance differential gear lockers;] offroad  
16 performance parts and accessories, namely, brake and caliper dust covers, heavy  
17 duty tie rods, heavy duty differential covers and skid plates, heavy duty steering  
18 and chassis parts, tire stops, brush guards; land vehicle body parts, namely,  
19 fenders, bumpers, mud guards, rock guards, tube steps, grille guards, body guards,  
20 fender flare kits, headlight and turn signal covers, bug deflectors; structural parts  
21 and accessories for land vehicles, namely, fender flares, offroad and dressup  
22 driveshafts for vehicles; steering wheels for vehicles.

23 b. RUGGED RIDGE, Registration No. 3,671,044 Automotive parts, supplies, and  
24 accessories in International Class 7, namely exhaust manifolds and headers;  
25 winches; engine parts, namely fuel injectors, valve covers; filtration products,  
26 namely, oil, gas, air filters for motors and engines; performance electrical and  
27 ignition parts for motor vehicles, namely starters, alternators, condensers, spark  
28 plugs, ignition wires, ignition coils; as well as Automotive parts in International

1 Class 12, supplies and accessories, namely, automobile seats; soft tops for motor  
2 vehicles; [security products, namely, motor vehicle alarm systems;] motor vehicle  
3 consoles, namely, holders for cups, bottles and cellular phones designed for  
4 attachment to front dash panels and vehicle arm rests; luggage and roof racks for  
5 motor vehicles; bike mounts, trail racks, trailer hitches; mirrors for motor vehicles  
6 and parts therefor, namely, rear view, heated, LED and dual focal point mirrors;  
7 interior and dressup accessories, namely, grab handles, sun visors, gas tank filler  
8 covers, dashboard overlays, cup holders, steering wheel covers, tire covers, cab  
9 covers; locking wheel hubs; [performance differential gear lockers;] offroad  
10 performance parts and accessories, namely, brake and caliper dust covers, heavy  
11 duty tie rods, heavy duty differential covers and skid plates, heavy duty steering  
12 and chassis parts, tire stops, brush guards; land vehicle body parts, namely,  
13 fenders, bumpers, mud guards, rock guards, tube steps, grille guards, body guards,  
14 fender flare kits, headlight and turn signal covers, bug deflectors; structural parts  
15 and accessories for land vehicles, namely, fender flares, offroad and dressup  
16 driveshafts for vehicles; steering wheels for vehicles.

17 34. Since 2006, Omix has continuously used the RUGGED RIDGE marks in  
18 connection with advertising and promoting its Jeep<sup>®</sup> parts and accessories goods in the United  
19 States and around the world. The RUGGED RIDGE mark is well established in the Jeep<sup>®</sup> market  
20 and with Jeep<sup>®</sup> enthusiasts.

21 35. Omix has designed and manufactured over 3,000 products marketed and sold  
22 using the RUGGED RIDGE mark, including patented products such as floor liners, snorkels, and  
23 modular bumpers.

24 36. Omix has spent substantial amounts of money to advertise and promote the  
25 RUGGED RIDGE marks in print, broadcast media, and on the Internet through its website  
26 accessible throughout the United States and around the world at <ruggeridge.com>, among  
27 others.

28 ///



1 37. Based on its federal trademark registrations and extensive use, Omix owns the  
2 exclusive right to use the RUGGED RIDGE marks in connection with automotive products.

3 38. The RUGGED RIDGE marks have become distinctive in the United States and  
4 throughout the world for Omix’s line of products bearing the mark.

5 *Defendants’ Infringing Activities*

6 *The ‘084 Patent*

7 39. Defendants Guangzhou Vcan, Unison, Unity, and Sanmak (collectively, the “  
8 ‘084 Defendants”) compete with Omix in the market for auxiliary light mount assemblies for  
9 tubular bumpers for which Omix holds the ‘084 Patent.

10 40. Upon information and belief, without Omix’s authorization, the ‘084 Defendants  
11 make, use, sell, offer for sale and/or import the patented auxiliary light mount assemblies for  
12 tubular bumpers (the “Infringing ‘084 Products”) for use by customers and distributors within  
13 the United States and abroad.

14 41. Upon information and belief, U.S. customers and distributors purchase products  
15 either directly from the ‘084 Defendants or from distributors.

16 42. To promote their auxiliary light mount assemblies for tubular bumpers, the ‘084  
17 Defendants each have participated in trade shows held in the United States for the automotive  
18 industry, namely AAPEX and SEMA. Upon information and belief, in connection with these  
19 trade shows, the ‘084 Defendants each have used, sold, displayed, offered for sale, and/or  
20 imported products that infringe on Omix’s intellectual property, including the patents asserted in  
21 this Complaint.

22 43. According to AAPEX’s website, AAPEX “is the premier global event  
23 representing the \$356 billion global aftermarket auto care industry . . . AAPEX 2016 will feature  
24 over 2,200 automotive aftermarket manufacturers and suppliers showcasing innovative products,  
25 services and technologies to 44,000+ targeted buyers.”

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1 44. According to SEMA’s website, “[t]he SEMA Show is the premier automotive  
 2 specialty products trade event in the world . . . The 2015 SEMA Show drew more than 60,000  
 3 domestic and international buyers. The displays are segmented into 12 sections, and a New  
 4 Products Showcase featured nearly 2,500 newly introduced parts, tools and components.”

5 45. Defendant Guangzhou Vcan registered as an Exhibitor at AAPEX, at booth  
 6 10203, and advertised, displayed and offered for sale products, including SKU V-W21, that  
 7 infringe the ’084 Patent. On October 31, 2016, Omix representatives visited the Guangzhou  
 8 Vcan company booth and observed Guangzhou Vcan offering to sell additional Infringing ‘084  
 9 Products.

10 46. Defendant Unison registered as an Exhibitor at AAPEX, at booth 10613, and  
 11 advertised, displayed and offered for sale products, including SKU UT-B101, that infringe the  
 12 ’084 Patent. On October 31, 2016, Omix representatives visited the Unison company booth and  
 13 observed Unison offering to sell additional Infringing ‘084 Products. A depiction of Defendant  
 14 Unison’s product catalog and the infringing products appears below:



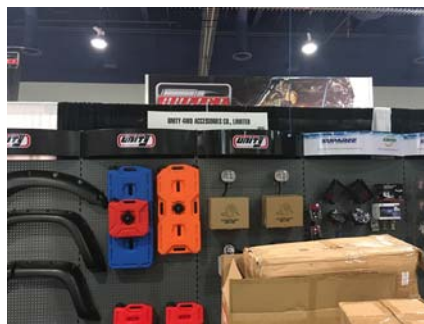
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22 47. Defendant Sanmak registered as an Exhibitor AAPEX, at booth 10042, and  
 23 advertised, displayed and offered for sale products that infringe the ’084 Patent. On October 31,  
 24 2016, Omix representatives visited the Sanmak company booth and observed Sanmak offering to  
 25 sell additional Infringing ‘084 Products. A depiction of Defendant Sanmak’s booth at SEMA  
 26 and the infringing products appears below:

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WRIGHT  
PLLC  
8363 West Sunset Road, Suite 200  
Las Vegas, Nevada 89113-2210

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48. Defendant Unity registered as an Exhibitor at SEMA, at booth 33281, and advertised, displayed and offered for sale products that infringe the '084 Patent. On October 31, 2016, Omix representatives visited the Unity company booth and observed Unity offering to sell additional Infringing '084 Products. A depiction of Defendant Unity's booth at SEMA and the infringing products and catalog images appear below:

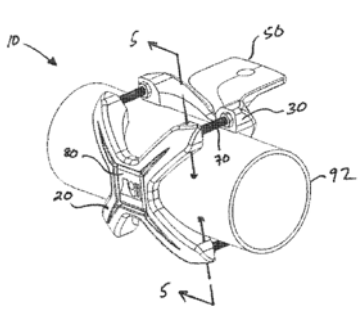

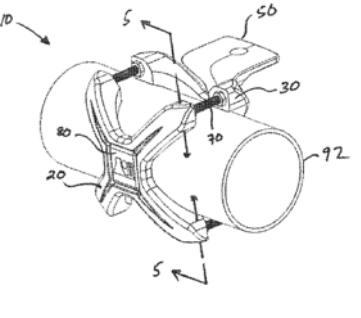



49. Specific examples of Infringing '084 Products are compared to the '084 Patent in Table 1 below. However, because Omix has not been able to secure an image of each Infringing '084 Product, Table 1 is not an all-inclusive list of the '084 Defendants' Infringing '084 Products.

Table 1: Example Infringing '084 Products	
Representative '084 Patent Design	Representative Infringing '084 Product
	<p><b>Defendant Guangzhou Vcan</b> V-W21</p> <p>Source: <a href="http://www.vcanlighting.com/product/showproduct.php?lang=en&amp;id=165">http://www.vcanlighting.com/product/showproduct.php?lang=en&amp;id=165</a></p>

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	<p style="text-align: center;"><b>Defendant Unison</b></p>  <p style="text-align: center;">Mounting Bracket UT-B101</p> <p style="text-align: center;">Source: <a href="http://www.unisun-tech.com.cn/products/accessories/item/mounting-bracket.html?category_id=26">http://www.unisun-tech.com.cn/products/accessories/item/mounting-bracket.html?category_id=26</a></p>
	<p style="text-align: center;"><b>Defendant Unity</b></p>  <p style="text-align: center;">Source: Catalog Image</p>

50. Omix never authorized the ‘084 Defendants to use the ‘084 Patent.

51. Upon information and belief, the ‘084 Defendants knew of the ‘084 Patent before they began making, using, selling, offering to sell, and/or importing infringing products into the United States.

52. Upon information and belief, the ‘084 Defendants’ infringements of the ‘084 Patent have been and continue to be intentional and willful.

***The ‘995 Patent***

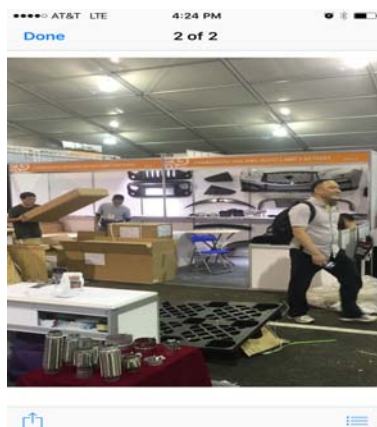
53. Defendants Changzhou Jiulong, Maxgrand, and Unity (collectively, the “ ‘995 Defendants”) compete with Omix in the market for front grilles for which Omix holds the ‘995 Patent.

54. Upon information and belief, without Omix’s authorization, the ‘995 Defendants make, use, sell, offer for sale and/or import the patented front grille (the “Infringing ‘995 Products”) for use by customers and distributors within the United States and abroad.

1 55. Upon information and belief, U.S. customers and distributors purchase products  
2 either directly from the '995 Defendants or from distributors.

3 56. To promote their front grilles, the '995 Defendants each have participated in trade  
4 shows held in the United States for the automotive industry, namely AAPEX and SEMA. Upon  
5 information and belief, in connection with these trade shows, the '995 Defendants each have  
6 used, sold, displayed, offered for sale, and/or imported products that infringe on Omix's  
7 intellectual property, including the patents asserted in this Complaint.

8 57. Defendant Changzhou Jiulong registered as an Exhibitor at SEMA, at booth  
9 50131, and advertised, displayed and offered for sale products that infringe the '995 Patent. On  
10 October 31, 2016, Omix representatives visited the Changzhou company booth and observed  
11 Changzhou offering to sell additional Infringing '995 Products. A depiction of Defendant  
12 Changzhou Jiulong's booth at SEMA and the infringing products appears below:



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21 58. Defendant Unity registered as an Exhibitor at SEMA, at booth 33281, and  
22 advertised, displayed and offered for sale products that infringe the '995 Patent. On October 31,  
23 2016, Omix representatives visited the Unity company booth and observed Unity offering to sell  
24 additional Infringing '995 Products. A depiction of Defendant Unity's booth at SEMA and the  
25 infringing products and catalog images appear below:

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59. Defendant Maxgrand registered as an Exhibitor at AAPEX, at booth 10831, and advertised, displayed and offered for sale products that infringe the '995 Patent. On October 31, 2016, Omix representatives visited the Maxgrand company booth and observed Maxgrand offering to sell additional Infringing '995 Products. A depiction of Maxgrand's booth at AAPEX appears below:



60. Specific examples of Infringing '995 Products are compared to the '995 Patent in Table 2 below. However, because Omix has not been able to secure an image of each Infringing '995 Product, Table 2 is not an all-inclusive list of the '995 Defendants' Infringing '995 Products.

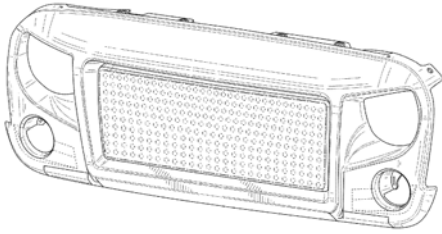

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<b>Table 2: Example Infringing '995 Products</b>	
<b><u>Representative '995 Patent Design</u></b>	<b><u>Representative Infringing '995 Product</u></b> <b>Defendant Unity</b>
	 <p style="text-align: center;">Source: <a href="http://www.unity4wd.com/page85?product_id=1392">http://www.unity4wd.com/page85?product_id=1392</a></p>

61. Omix never authorized the '995 Defendants to use the '995 Patent.

62. Upon information and belief, the '995 Defendants knew of the '995 Patent before they began making, using, selling, offering to sell, and/or importing infringing products into the United States.

63. Upon information and belief, the '995 Defendants' infringements of the '995 Patent have been and continue to be intentional and willful.

***The '290 Patent***

64. Defendant Unity competes with Omix in the market for hood latches for which Omix holds the '290 Patent.

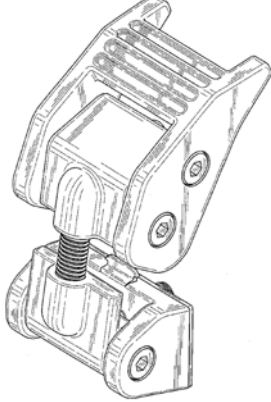

65. Upon information and belief, without Omix's authorization, Unity makes, uses, sells, offers for sale, and/or imports the patented hood latch (the "Infringing '290 Products") for use by customers and distributors within the United States and abroad.

66. Upon information and belief, U.S. customers and distributors purchase products either directly from Unity or from distributors.

67. To promote its hood latches, Unity has participated in trade shows held in the United States for the automotive industry, namely SEMA. Upon information and belief, in connection with these trade shows, Unity has used, sold, displayed, offered for sale, and/or imported products that infringe on Omix's intellectual property, including the patents asserted in this Complaint.

68. Defendant Unity registered as an Exhibitor at SEMA, at booth 33281, and advertised, displayed and offered for sale products that infringe the '290 Patent. On October 31, 2016, Omix representatives visited the Unity company booth and observed Unity offering to sell additional Infringing '290 Products.

69. Specific examples of Infringing '290 Products are compared to the '290 Patent in Table 3 below. However, because Omix has not been able to secure an image of each Infringing '290 Product, Table 3 is not an all-inclusive list of Defendant Unity's Infringing '290 Products.

<b>Table 3: Example Infringing '290 Products</b>	
<b><u>Representative '290 Patent Design</u></b>	<b><u>Representative Infringing '290 Product</u></b>
	<p><b>Defendant Unity</b></p>  <p>Source: Catalog Image</p>

70. Omix never authorized Defendant Unity to use the '290 Patent.

71. Upon information and belief, Defendant Unity knew of the '290 Patent before it began making, using, selling, offering to sell, and/or importing infringing products into the United States.

72. Upon information and belief, Defendant Unity's infringements of the '290 Patent have been and continue to be intentional and willful.

***The RUGGED RIDGE Trademark***

73. Defendant Unity is intentionally marketing certain products, including but not limited to hood latches which also infringe the '290 Patent as set forth above, in such a way that consumers are likely to mistakenly believe those products come from Omix or are otherwise associated with Omix.

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1           74. As set for the above, Unity has copied and used Omix’s RUGGED RIDGE mark  
2 it its product catalog, creating a likelihood of confusion as to the source of Unity’s products  
3 and/or diluting Omix’s mark.

4           75. Unity is not now, and never was, entitled to market products under the RUGGED  
5 RIDGE mark.

6           76. Further enhancing the likelihood of confusion, Unity markets its products to the  
7 same classes of consumers as Omix. Evidencing this overlap, both Omix and Unity are  
8 exhibitors at the 2016 SEMA trade show.

9           77. Unity had constructive knowledge of Omix’s RUGGED RIDGE mark prior to its  
10 first use thereof, but nevertheless intentionally adopted the mark to take advantage of the  
11 reputation and goodwill of the RUGGED RIDGE mark and continues to do so knowing of the  
12 irreparable harm it will cause Omix, it’s mark, and the public.

13           78. Unity knew or should have known that its use of the RUGGED RIDGE mark  
14 infringes Omix’s mark. Thus, Unity acted knowingly, willfully, and in bad faith.

15           79. The adoption and use by Unity of the RUGGED RIDGE mark affects Omix’s  
16 ability to control the quality of the products being offered and sold under Omix’s mark and  
17 places Omix’s reputation and goodwill in the hands of Unity, over whom Omix has no control.

18           80. Unity’s adoption and use of the RUGGED RIDGE mark dilutes the distinctive  
19 quality of Omix’s mark.

20           81. Unity’s adoption and use of the RUGGED RIDGE mark is likely to cause  
21 confusion, or to cause mistake, or to deceive consumers wishing to purchase Omix’s products.

22           82. Unity’s unauthorized use of the RUGGED RIDGE mark has damaged and  
23 irreparably harmed Omix, and if permitted to continue will further damage and irreparably harm  
24 Omix and its RUGGED RIDGE mark.

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**FIRST CLAIM FOR RELIEF**  
**INFRINGEMENT OF U.S. PATENT 9,145,084 B2**

(Against Defendants Sanmark,  
Guangzhou Vcan, Unison, and Unity)

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4 83. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
5 forth herein.

6 84. The '084 Patent was duly and legally issued by the United States Patent and  
7 Trademark Office.

8 85. The '084 Patent is valid and enforceable.

9 86. The '084 Defendants have been and are currently infringing, actively inducing  
10 others to infringe, and/or contributing to the infringement of, the '084 Patent in violation of 35  
11 U.S.C. § 271, by making, using, selling, and/or offering for sale, or causing or inducing others to  
12 infringe the same with at least its sale and/or distribution of auxiliary light mount assemblies for  
13 tubular bumpers within the United States that infringe the '084 Patent

14 87. Upon information and belief, the '084 Defendants will continue to directly and/or  
15 indirectly infringe the '084 Patent unless and until they are enjoined by this Court.

16 88. The '084 Defendants have caused and will continue to cause Omix irreparable  
17 injury and damage as a result of their direct and/or indirect infringement of the '084 Patent.  
18 Omix will suffer further irreparable injury, for which there is no adequate remedy at law, unless  
19 and until the '084 Defendants are enjoined from infringing the '084 Patent.

20 89. Omix is entitled to injunctive relief under 35 U.S.C. § 283.

21 90. Omix is entitled to damages under 35 U.S.C. § 284 by virtue of the '084  
22 Defendants' infringement of the '084 Patent.

23 91. This is an exceptional case warranting an award of attorneys' fees to Omix under  
24 35 U.S.C. § 285.

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**SECOND CLAIM FOR RELIEF**  
**INFRINGEMENT OF U.S. PATENT D749,995 S**  
(Against Defendants Changzhou Jiulong, Maxgard, and Unity)

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3           92. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
4 forth herein.

5           93. The '995 Patent was duly and legally issued by the United States Patent and  
6 Trademark Office.

7           94. The '995 Patent is valid and enforceable.

8           95. The '995 Defendants have been and are currently infringing, actively inducing  
9 others to infringe, and/or contributing to the infringement of, the '995 Patent in violation of 35  
10 U.S.C. § 271, by making, using, selling, and/or offering for sale, or causing or inducing others to  
11 infringe the same with at least its sale and/or distribution of front grilles within the United States  
12 that infringe the '084 Patent

13           96. Upon information and belief, the '995 Defendants will continue to directly and/or  
14 indirectly infringe the '995 Patent unless and until they are enjoined by this Court.

15           97. The '995 Defendants have caused and will continue to cause Omix irreparable  
16 injury and damage as a result of their direct and/or indirect infringement of the '084 Patent.  
17 Omix will suffer further irreparable injury, for which there is no adequate remedy at law, unless  
18 and until the '995 Defendants are enjoined from infringing the '995 Patent.

19           98. Omix is entitled to injunctive relief under 35 U.S.C. § 283.

20           99. Omix is entitled to damages under 35 U.S.C. § 284 by virtue of the '084  
21 Defendants' infringement of the '084 Patent.

22           100. This is an exceptional case warranting an award of attorneys' fees to Omix under  
23 35 U.S.C. § 285.

**THIRD CLAIM FOR RELIEF**  
**INFRINGEMENT OF U.S. PATENT D692,290 S**  
(Against Defendant Unity)

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26           101. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
27 forth herein.  
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1 102. The '290 Patent was duly and legally issued by the United States Patent and  
2 Trademark Office.

3 103. The '290 Patent is valid and enforceable.

4 104. Defendant Unity has been and is currently infringing, actively inducing others to  
5 infringe, and/or contributing to the infringement of, the '290 Patent in violation of 35 U.S.C. §  
6 271, by making, using, selling, and/or offering for sale, or causing or inducing others to infringe  
7 the same with at least its sale and/or distribution of hood latches within the United States that  
8 infringe the '290 Patent.

9 105. Upon information and belief, Defendant Unity will continue to directly and/or  
10 indirectly infringe the '290 Patent unless and until they are enjoined by this Court.

11 106. Defendant Unity has caused and will continue to cause Omix irreparable injury  
12 and damage as a result of its direct and/or indirect infringement of the '290 Patent. Omix will  
13 suffer further irreparable injury, for which there is no adequate remedy at law, unless and until  
14 Defendant Unity is enjoined from infringing the '290 Patent.

15 107. Omix is entitled to injunctive relief under 35 U.S.C. § 283.

16 108. Omix is entitled to damages under 35 U.S.C. § 284 by virtue of the '084  
17 Defendants' infringement of the '290 Patent.

18 109. This is an exceptional case warranting an award of attorneys' fees to Omix under  
19 35 U.S.C. § 285.

20 **FOURTH CLAIM FOR RELIEF**  
21 **TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114(1)**  
(Against Defendant Unity)

22 110. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
23 forth herein.

24 111. Omix owns and has registered the Rugged Ridge mark on the Principal Register  
25 of the United States Patent and Trademark Office ("USPTO") as set forth above.

26 112. By virtue of the registration with the USPTO, the Rugged Ridge mark is entitled  
27 to protection under the Lanham Act, 15 U.S.C. § 1051, *et seq.*  
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1 113. As described herein, Unity has engaged in a scheme to knowingly mislead  
2 purchasers.

3 114. Unity has never been authorized to use Omix's Rugged Ridge mark in any way.

4 115. The acts of Unity including, *inter alia*, using the Rugged Ridge mark in its product  
5 catalog constitutes infringement of Omix's registered mark in violation of 15 U.S.C. § 1114(1).

6 116. Upon information and belief, Unity's actions were undertaken willfully and with  
7 the intention of causing customer confusion, mistake, or deception as to the source of Unity's  
8 products and/or sponsorship by or affiliation with Omix.

9 117. As a direct and proximate result of Unity's actions, Omix has suffered and will  
10 continue to suffer irreparable harm and unless Unity is enjoined from continuing its wrongful  
11 actions the damages to Omix will increase.

12 118. In addition to an injunction, Omix is entitled to profits, damages, and costs as provided  
13 by law, including treble damages and attorneys' fees in an amount to be determined at trial.

14 **FIFTH CLAIM FOR RELIEF**  
15 **FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION**  
16 **UNDER 15 U.S.C. § 1125(a)**  
17 **(Against Defendant Unity)**

18 119. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
19 forth herein.

20 120. The acts of Unity constitute the use of a false designation of origin and unfair  
21 competition in violation of 15 U.S.C. § 1125(a).

22 121. Upon information and belief, Unity has acted with the intention of causing  
23 confusion, mistake and deception, and of misappropriating the goodwill associated with Omix's  
24 Rugged Ridge mark to profit thereby to the detriment of Omix.

25 122. As a direct and proximate result of Unity's unfair competition and unauthorized  
26 use of Omix's Rugged Ridge mark, Omix has suffered and will continue to suffer irreparable  
27 harm and unless Unity is enjoined from continuing its wrongful actions the damages to Omix  
28 will increase.

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1 123. In addition to an injunction, Omix is entitled to profits, damages, and costs as  
2 provided by law, including treble damages and attorneys' fees in an amount to be determined at  
3 trial.

4 **SIXTH CLAIM FOR RELIEF**  
5 **COMMON LAW TRADEMARK INFRINGEMENT**  
6 (Against Defendant Unity)

7 124. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
8 forth herein.

9 125. The actions of Unity constitute common law trademark infringement.

10 126. Upon information and belief, Unity's actions were undertaken willfully and with  
11 the intention of causing customer confusion, mistake, or deception as to the source of Unity's  
12 products and/or sponsorship by or affiliation with Omix.

13 127. As a direct and proximate result of Unity's actions, Omix has suffered and will  
14 continue to suffer irreparable harm and unless Unity is enjoined from continuing its wrongful  
15 actions the damages to Omix will increase.

16 128. In addition to an injunction, Omix is entitled to profits, damages, and costs as  
17 provided by law.

18 **SEVENTH CLAIM FOR RELIEF**  
19 **COMMON LAW UNFAIR COMPETITION**  
20 (Against Defendant Unity)

21 129. Plaintiff incorporates the allegations in the preceding paragraphs as if fully set  
22 forth herein.

23 130. The actions of Unity constitute common law unfair competition.

24 131. Upon information and belief, Unity has acted with the intention of causing  
25 confusion, mistake and deception, and of misappropriating the goodwill associated with Omix's  
26 Rugged Ridge mark to profit thereby to the detriment of Omix.

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1 132. As a direct and proximate result of Unity's unfair competition and unauthorized  
2 use of Omix's Rugged Ridge mark, Omix has suffered and will continue to suffer irreparable  
3 harm and unless Unity is enjoined from continuing its wrongful actions the damages to Omix  
4 will increase.

5 133. In addition to an injunction, Omix is entitled to profits, damages, and costs as  
6 provided by law.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

9 A. Enter judgment for Plaintiff and against the '084 Defendants for willful  
10 infringement of the '084 Patent;

11 B. Enter judgment for Plaintiff and against the '995 Defendants for willful  
12 infringement of the '995 Patent;

13 C. Enter judgment for Plaintiff and against Defendant Unity for willful infringement  
14 of the '290 Patent;

15 D. Enter judgment for Plaintiff and against Defendant Unity for willful infringement  
16 of the Rugged Ridge trademark, including three times Unity's profits or Omix's damages,  
17 whichever is greater, together with all of Omix's litigation expenses including reasonable  
18 attorneys' fees and the costs of this action;

19 E. Enter judgment for Plaintiff and against Defendant Unity for unfair competition,  
20 including three times Unity's profits or Omix's damages, whichever is greater, together with all  
21 of Omix's litigation expenses including reasonable attorneys' fees and the costs of this action;

22 F. A temporary, preliminary, and permanent injunction against further infringement  
23 of the '084 Patent by the '084 Defendants;

24 G. A temporary, preliminary, and permanent injunction against further infringement  
25 of the '995 Patent by the '995 Defendants;

26 H. A temporary, preliminary, and permanent injunction against further infringement  
27 of the '290 Patent by Defendant Unity;

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1 I. A temporary, preliminary, and permanent injunction against further infringement  
2 of the Rugged Ridge mark;

3 J. An order pursuant to the Court’s inherent authority directing the seizure of all  
4 infringing products, or any other copy, reproduction or colorable imitation of the ‘084 Patent,  
5 ‘995 Patent or ‘290 Patent that are in Defendants’ possession or control, including all advertising  
6 and other materials used in furtherance of Defendants’ infringements whether in hard copy or  
7 electronic form;

8 K. An order directing Defendant Unity to deliver up for destruction any and all  
9 literature, products, forms, promotional materials, prints, advertising matter, circulars, stationary,  
10 labels, tags, wrappers, packaging, plates, stencils, sips and other materials used in preparation of,  
11 or bearing any designation consisting of or including or incorporating the term “Rugged Ridge.”

12 L. An order pursuant to the Court’s inherent authority directing United States  
13 Customs and Border Protection to seize all ‘084 Infringing Products, ‘995 Infringing Products,  
14 and ‘290 Infringing Products coming into the United States;

15 M. An order directing Defendants to destroy any ‘084 Infringing Products, ‘995  
16 Infringing Products and ‘290 Infringing Products at the election of Omix;

17 N. An order directing Defendants to destroy or surrender all tooling;

18 O. An award of damages adequate to compensate Omix for the patent infringements  
19 that have occurred pursuant to 35 U.S.C. § 284, which shall be trebled as a result of Defendants’  
20 willful patent infringement, or an award of Defendants’ profits from their infringements pursuant  
21 to 35 U.S.C. § 289, whichever is greater, together with prejudgment interest and costs;

22 P. An assessment of costs, including reasonable attorney fees and expenses, pursuant  
23 to 35 U.S.C. § 285, with prejudgment interest; and

24 Q. Such other and further relief as this Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Pursuant to FRCP 28, Omix hereby demands a trial by jury on all issues for which a trial by jury may be had.

DATED this 31st day of October, 2016.

DICKINSON WRIGHT PLLC

/s/ John L. Krieger  
JOHN L. KRIEGER  
JOEL Z. SCHWARZ  
KENDAL L. WEISENMILLER  
8363 West Sunset Road, Suite 200  
Las Vegas, Nevada 89113-2210  
Tel: (702) 550-4400  
Fax: (702) 382-1661  
*Attorneys for Plaintiff Omix-ADA, Inc.*

DICKINSON WRIGHT PLLC  
8363 West Sunset Road, Suite 200  
Las Vegas, Nevada 89113-2210

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