

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**CAMATIC PROPRIETARY LIMITED and
CAMATIC SEATING INC.,
Plaintiffs,**

v.

IRWIN SEATING COMPANY,

Defendant.

CASE NO. 3:16-cv-00795-M

JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiffs Camatic Proprietary Limited (“Camatic Pty. Ltd.”) and Camatic Seating Inc. (collectively, “Camatic”) file this First Amended Complaint against Irwin Seating Company (“Irwin”) and allege as follows:

THE PARTIES

1. Plaintiff Camatic Seating Inc., the United States subsidiary of Camatic Pty. Ltd., is a Georgia corporation with its principal place of business at 12801 N. Stemmons Freeway, Suite 903, Farmers Branch, Texas 75234.

2. Plaintiff Camatic Pty. Ltd. is a privately held, Australian company with its principal place of business at 93 Lewis Road, Wantirna South, Victoria 3152, Australia.

3. Upon information and belief, Defendant Irwin Seating Company (“Irwin”) is a corporation organized and existing under the laws of the State of Michigan with its principal place of business located at 3251 Fruit Ridge NW Grand Rapids, Michigan 49544. Upon

information and belief, Irwin is a subsidiary of Irwin Seating Holding Company. Irwin designs, manufactures, uses, imports, sells, and/or offers for sale seating systems for use in various sports arenas and stadiums in the United States. Irwin's seating systems are marketed, offered for sale, and/or sold throughout the United States, including within this District.

JURISDICTION AND VENUE

4. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331, 1367, and/or 1338.

5. This Court has personal jurisdiction over Irwin. Irwin has conducted and does conduct business within the State of Texas, and the Northern District of Texas. Irwin, directly or through subsidiaries or intermediaries (including distributors, retailers, and others), offers for sale its products and/or services (including infringing products and/or services) in the United States, the State of Texas, and the Northern District of Texas.

6. Irwin is subject to the specific personal jurisdiction of this Court under the Texas long-arm statute, TEX. CIV. PRAC. & REM. CODE §17.042, because Camatic's claims for patent infringement against Irwin arise from Irwin's acts of infringement in the Northern District of Texas. These acts of infringement include an offer for sale of infringing products identified below in a proposal submitted to Manhattan Construction Company in Dallas, Texas regarding the Dallas Cowboys headquarters in Frisco, Texas. Upon information and belief, Irwin has also operated an interactive website facilitating the infringing use and sale of products in the State of Texas.

7. On information and belief, Irwin has sold and installed more than 1,000 Integra seats in the Northern District of Texas. Such installations include the Lubbock Civic Center, Pampa Independent School District, Coppell High School, and Archer City High School.

8. Venue is proper in this Court under 28 U.S.C. §§ 1391(c) and 1400(b) because Irwin has committed acts of patent infringement within the Northern District of Texas, as described below, sufficient to subject Irwin to personal jurisdiction in this District.

THE '858 PATENT

9. United States Patent No. 7,073,858 (“the ‘858 Patent”), titled “Seating System,” was duly and legally issued to inventors David John Fisher and Adam William Fisher on July 11, 2006, and a copy of the ‘858 Patent is attached hereto as Exhibit A.

10. Camatic Pty. Ltd. owns by assignment the entire right, title, and interest in the ‘858 Patent as referenced by the recorded assignment in the United States Patent & Trademark Office records at reel number 015757 and frames 0488-0490.

11. Camatic Seating Inc. manufactures and sells products covered by the ‘858 Patent as a wholly-owned subsidiary of Camatic Pty. Ltd. Camatic Seating Inc. has operated as the sole entity to practice the ‘858 Patent in the United States since the ‘858 Patent issued in 2006. Camatic Pty. Ltd. executed an exclusive license agreement on March 6, 2016, effective *nunc pro tunc* as of July 11, 2006, granting to Camatic Seating Inc. the rights to make, use, sell, or offer for sale, the subject matter of the ‘858 Patent in the United States.

12. Camatic Seating Inc. was unintentionally administratively dissolved on December 31, 2015, by the state of Georgia and was reinstated with retroactive effect on April 8, 2016. *See* Exhibit E (Certificate of Reinstatement). The Certificate of Reinstatement states, “[t]he reinstatement shall relate back to and take effect as of the date of the administrative

dissolution and the entity may resume its business as if the administrative dissolution had never occurred.” Exhibit E. To the extent that the administrative dissolution may have affected Camatic Seating Inc.’s rights, Camatic Seating Inc. and Camatic Proprietary Limited executed a ratification of the exclusive license agreement on February 13, 2017. As a result, Camatic Seating Inc. has standing to participate in this lawsuit as a co-plaintiff with the patent owner, Camatic Pty. Ltd.

FACTUAL BACKGROUND

13. Camatic is a leader in the manufacture and installation of next generation seating systems for a range of uses including professional sports stadiums in the United States and abroad. Camatic Pty. Ltd. formed the U.S. subsidiary Camatic Seating Inc. after entering the U.S. market and supplying the seats for the Olympic Stadium (now Turner Field) in Atlanta for the 1996 Summer Olympics.

14. Camatic pioneered the beam-mount design of its Quantum™ seat and has installed or is preparing to install such seats in various professional sports arenas, including NFL stadiums, such as: AT&T Stadium (Dallas Cowboys), Soldier Field (Chicago Bears), Levi’s Stadium (San Francisco 49ers), CenturyLink Field (Seattle Seahawks), and Mercedes-Benz Stadium (Atlanta Falcons).

15. On information and belief, the Solara and Integra seating systems were developed by Blue Cube GB Ltd. (“Blue Cube”) and installed in Johannesburg, South Africa in 2009. *See* Exhibit F (Irwin Press Release) and Exhibit G (Lanxess press release Soccer City).

16. Subsequent to Blue Cube’s design and launch of the Solara and Integra seating systems, Irwin announced a partnership in September of 2012 with Blue Cube to manufacture and sell “Solara” and “Integra” beam-mount seating systems in the United States. *See* Exhibit

F.

17. On information and belief, Irwin has a partnership with Blue Cube or Global Sourcing GB Ltd. Blue Cube and Global Sourcing GB Ltd. were listed as real parties in interest in a petition requesting *inter partes review* filed by Irwin in December of 2016 in the United States Patent & Trademark Office in connection with the '858 Patent.

18. On information and belief, Irwin began to manufacture and sell the Integra and Solara beam-mount seating systems in 2011 and 2012, respectively.

19. On information and belief, components of the Solara or Integra seating systems are made in Altamont, Illinois.

20. Irwin continues to compete against Camatic using the seating systems covered by the '858 Patent. In particular, Irwin bid against Camatic to install its Solara and/or Integra seating systems for multiple projects including the new world headquarters and training facility of the Dallas Cowboys in Frisco, Texas. Proposals for this project were submitted in 2015 to the Manhattan Construction Company, 6300 North Central Expressway, Dallas, Texas 75206. Such an offer for sale infringes the '858 patent involved in this action.

21. Since receiving notice of infringement of the '858 Patent, Irwin has continued to make, sell, offer to sell, and/or use the Solara and Integra seating systems in the United States and for export. Refer to Exhibit H (Irwin Mosaic Stadium), Exhibit I (Blue Cube Mosaic Stadium), Exhibit J (Irwin 4 Bears Casino), and Exhibit K (Blue Cube 4 Bears Casino).

COUNT I
INFRINGEMENT OF THE '858 PATENT

22. Camatic repeats and realleges the allegations in paragraphs 1-21 as if fully set forth herein.

23. Irwin's offer of the Solara seating system for sale to the Dallas Cowboys for installation in the world headquarters and training facility, now known as The Ford Center at The Star, infringes at least claims 13, 20, and 33 of the '858 Patent. Irwin's Solara seating system is illustrated in promotional materials, which are attached hereto as Exhibit B.

24. Irwin's offers of the Integra seating system for sale infringe at least claims 13 and 20 of the '858 Patent. Irwin's Integra seating system is illustrated in promotional materials, which are attached hereto as Exhibit C.

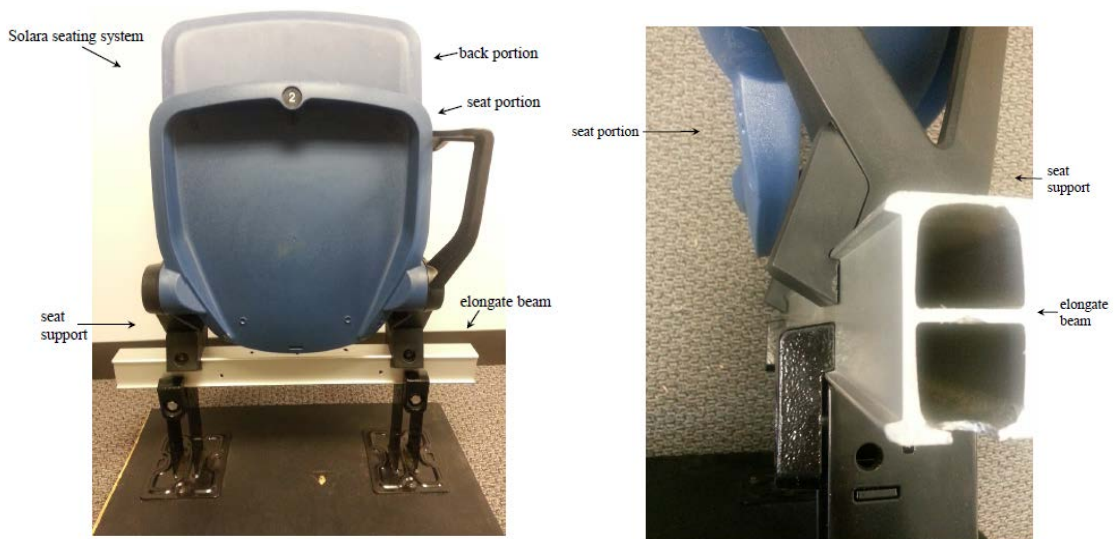
25. Irwin's promotional materials establish that the sale and installation of the Solara seating system practice a seating system comprising an elongate beam and a plurality of seats. *See* Exhibit B. Camatic has obtained, examined, and photographed a specimen of Irwin's Solara seating system. Photographs of the Solara seating system specimen are attached hereto as Exhibit D.

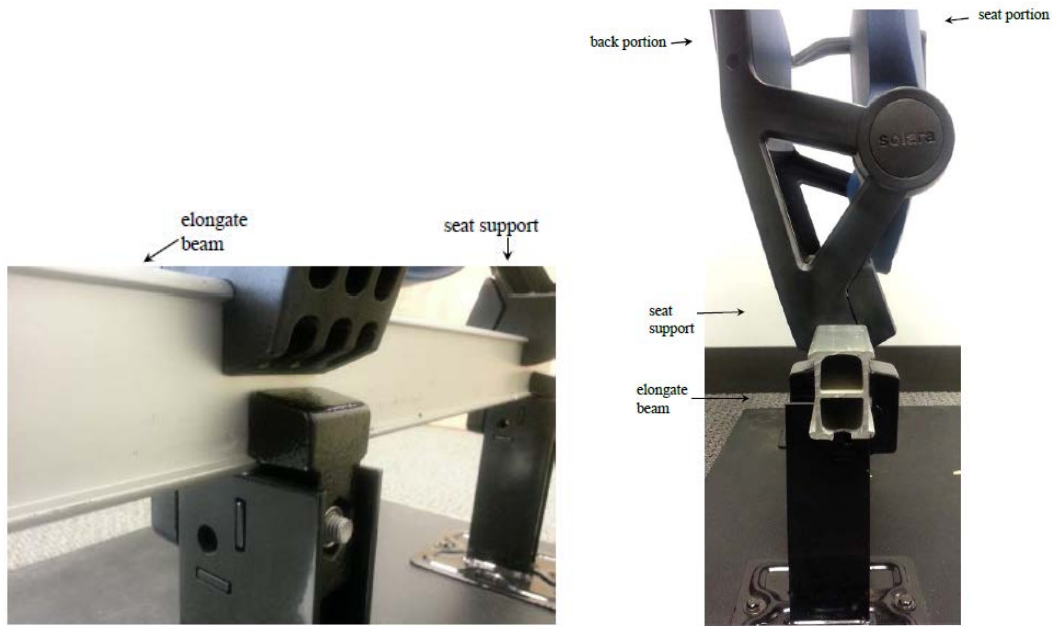
26. Promotional and publicly-available technical materials along with the attached photographs further establish that:

- (a) Irwin's Solara and Integra seating systems comprise an elongate beam having a first track portion configured to be secured to a series of fixed connectors at any position along the length of the beam and a second track portion extending integrally parallel to the first track portion; and
- (b) Irwin's seating systems further contain a clamp portion being removable from

the second track portion to facilitate repositioning along the beam after installation wherein the clamp portion remains free from the first track portion so as to avoid interfering with any of the fixed connectors; wherein the fixed connectors remain free from the second track portion to avoid interfering with any of the supports; and wherein the second track portion includes a pair of overhangs that extend outwardly along opposite elongate sides of the beam and the clamp portion of the support includes a return portion shaped to cooperatively fit over one of the overhangs.

See Exhibit D at 1, 2, 3, and 5 (copied in part below).





27. Accordingly, Irwin has made, sold, and offered for sale within the United States an apparatus that directly infringes at least claims 13, 20, and 33 of the '858 Patent, pursuant to 35 U.S.C. § 271(a).

28. Irwin's acts of infringement have caused damage and irreparable harm to Camatic. Camatic is entitled to recover from Irwin the damages caused by Irwin's infringing acts in an amount subject to proof at trial. In addition, the infringing acts and practices of Irwin have caused, are causing, and unless such acts and practices are enjoined by the Court, will continue to cause immediate and irreparable harm to Camatic for which there is no adequate remedy at law, and for which Camatic is entitled to injunctive relief under 35 U.S.C. § 283.

29. Irwin has received actual notice of its infringement of the '858 Patent, at least by way of this First Amended Complaint and the original Complaint filed in this action. Discovery may show that Irwin had actual notice of the '858 Patent prior to the filing of this First Amended Complaint and the original Complaint filed in this action.

COUNT II
INFRINGEMENT OF THE '858 PATENT UNDER 35 U.S.C. § 271(f)

30. Camatic repeats and realleges the allegations in paragraphs 1-29 as if fully set forth herein.

31. Irwin sold the Solara seating systems to the Saskatchewan Rough Riders for installation in the Mosaic Stadium. *See* Exhibit H (Irwin Mosaic Stadium) and Exhibit I (Blue Cube Mosaic Stadium).

32. On information and belief, Irwin exported components of the Solara seating system to Canada where they were installed at the Mosaic stadium by Irwin's agents or a third party. Irwin's Solara seating system is illustrated in promotional materials, which are attached hereto as Exhibit B (Solara Brochure). Installation instructions for the Solara and Integra seating systems are attached hereto as Exhibit L (Solara Installation Instructions) and Exhibit M (Integra Installation Instructions).

33. Discovery may show that Irwin also exported components of the Solara and/or Integra seating systems from the United States to other locations for assembly and installation outside of the United States.

34. Accordingly, Irwin has supplied or caused to be supplied from the United States a substantial portion of the components of at least the Solara seating system where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the '858 Patent if such combination occurred within the United States. These acts constitute infringement of at least claims 13, 20, and 33 of the '858 Patent, pursuant to 35 U.S.C. § 271(f)(1).

35. Further, Irwin has supplied or caused to be supplied from the United States components of at least the Solara seating system that are especially made or especially adapted for use in the Solara seating system and are not a staple article or commodity of commerce suitable for a substantial noninfringing use, where such components are uncombined in whole or in part, knowing that such components are so made and intending that such components would be combined outside the United States in a manner that would infringe the patent if such combination occurred within the United States. These acts constitute infringement of at least claims 13, 20, and 33 of the '858 Patent, pursuant to 35 U.S.C. § 271(f)(2).

PRAYER FOR RELIEF

WHEREFORE, Camatic Pty. Ltd. and Camatic Seating Inc. respectfully request that this Court enter judgment in its favor and grant the following relief:

- A. Adjudge that Irwin infringes one or more claims of the '858 Patent;
- B. Order an accounting of damages;
- C. A judgment and order requiring Irwin to pay damages in an amount adequate to compensate Camatic for Irwin's infringement of the '858 Patent, which damages may include lost profits but in no event shall be less than a reasonable royalty for its usage of the inventions of the '858 Patent;
- D. Award enhanced damages pursuant to 35 U.S.C. § 284 including treble damages for willful infringement;
- E. Award Camatic pre-judgment and post-judgment interest to the full extent allowed under the law, as well as their costs;
- F. Enter an order finding that this is an exceptional case and awarding Camatic its reasonable attorneys' fees pursuant to 35 U.S.C. § 285;

- G. Enter a permanent injunction against Irwin enjoining further acts of infringement following trial; and
- H. Award such other relief as the Court may deem appropriate and just under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: February 15, 2017

Respectfully submitted,

/s/ William E. McCracken
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**ATTORNEYS FOR PLAINTIFFS
CAMATIC PTY. LTD. AND
CAMATIC SEATING INC.**

CERTIFICATE OF SERVICE

The undersigned certifies that on February 15, 2017, a true and correct copy of the foregoing document was served on counsel for Irwin via email transmission:

Dated February 15, 2017

/s/ William E. McCracken
William E. McCracken