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*Attorneys for Plaintiff, Hanchett Entry Systems, Inc.,
an Arizona Corporation*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Hanchett Entry Systems, Inc., an Arizona)	No.: 2-17-cv-03877-GMS
corporation)	
)	
Plaintiff;)	
)	
vs.)	AMENDED COMPLAINT AND
)	JURY DEMAND
Dormakaba Canada Inc., a Canadian)	
corporation, a successor in interest to)	
Rutherford Controls Int'l Inc.; and)	
)	
Dormakaba USA, Inc., a Delaware)	
corporation, a successor in interest to)	
Rutherford Controls Int'l. Corp.)	
)	
Defendants.)	
)	

Plaintiff, Hanchett Entry Systems, Inc. ("HES" or "plaintiff"), for its complaint
against the defendants, Dormakaba Canada Inc., a Canadian corporation, a successor in
interest to Rutherford Controls Int'l Inc. ("Dormakaba Canada"), and Dormakaba USA,

1 Inc., a Delaware corporation, a successor in interest to Rutherford Controls Int'l. Corp.
2 ("Dormakaba USA") (collectively referred to as the "defendants"), alleges as follows:

3
4 **PRELIMINARY STATEMENT**

5 1. This is an action brought by HES against the defendants for infringement of
6 United States Patent Nos. 8,146,966 ("the '966 Patent"), 8,465,067 ("the '067 Patent"),
7 8,783,744 ("the '744 Patent"), 9,476,227 ("the '227 Patent"), and 9,945,153 ("the '153
8 Patent") in violation of the United States Patent Laws 35 U.S.C. § 1 *et seq.*
9

10 2. HES also brings this action against the defendants for breach of contract as
11 a result of defendants' violation of the Settlement Agreement ("Settlement Agreement")
12 entered into by the parties and dated July 25, 2012.
13

14 **THE PARTIES**

15 3. HES is, and at all times hereinafter mentioned was, a corporation organized
16 and existing under the laws of the State of Arizona, with its principal place of business
17 located in Phoenix, Arizona.
18

19 4. Upon information and belief, Dormakaba Canada is, and at all times
20 hereinafter mentioned was, a company organized and existing under the laws of Canada,
21 located at 7301 Decarie Blvd., Montreal, Quebec H4P 2G7.
22

23 5. Upon information and belief, Dormakaba Canada conducts business within
24 the United States of America and the State of Arizona.
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1 6. Upon information and belief, Dormakaba Canada is the successor in
2 interest to Rutherford Controls Int'l Inc.¹

3 7. Upon information and belief, defendant Dormakaba USA is, and at all
4 times hereinafter mentioned was, a company organized and existing under the laws of the
5 State of Delaware located at c/o Corporation Service Company, 251 Little Falls Drive,
6 Wilmington, Delaware 19808.

7
8 8. Upon information and belief, Dormakaba USA conducts business within
9 the United States of America and the State of Arizona.

10 9. Upon information and belief, Dormakaba USA is the successor in interest
11 to Rutherford Controls Int'l. Corp.²
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13

14 **JURISDICTION AND VENUE**

15 10. This Court has exclusive jurisdiction over the subject matter of the
16 complaint pursuant to 28 U.S.C. §§ 1331, 1332 and 1338(a).

17
18 11. Personal jurisdiction over the defendants is consistent with the United
19 States Constitution because, upon information and belief, the defendants have minimum
20 contacts within the State of Arizona; the defendants have purposefully availed themselves
21 of its privileges of transacting business within the State by selling and offering for sale
22 products to its distributors and/or customers situated within the State; and have
23
24

25 _____
26 ¹ See Answer (Dkt. No. 29) at ¶ 4: "RCI admits that RCI (CA), now merged into
27 dormakaba Canada Inc., ..."

28 ² See Answer (Dkt. No. 29) at ¶ 8: "RCI admits RCI (VA), now merged into
dormakaba USA, Inc.,..."

1 committed and continue to commit acts of direct and/or indirect patent infringement in
2 this District as alleged in this complaint.³

3 12. Upon information and belief, venue is proper pursuant to 28 U.S.C.
4 §§ 1391 and 1400(b).
5

6 13. Upon information and belief, each of the defendants has sufficient contacts
7 with the United States District Court for the District of Arizona to support the exercise of
8 personal jurisdiction and the preservation of venue within this District.
9

10 14. Venue is also proper based on the consent of the parties, wherein the terms
11 of the Settlement Agreement state that “[a]ny dispute between the parties arising out of,
12 or in connection with, or in any way relating to, this Agreement will be venued in United
13 States District Court for the District of Arizona.”⁴
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26 ³ See Answer (Dkt. No. 29) at ¶ 13 (“For the purposes of this action RCI does not
27 contest that the Court has personal jurisdiction.”)

28 ⁴ See Answer (Dkt. No. 29) at ¶ 14 (“For the purposes of this action RCI does not
contest that venue is proper.”)

THE SUBJECT SETTLEMENT AGREEMENT

15. On or about May 1, 2012, HES commenced an action against Rutherford Controls Int'l Corp. ("RCI CA"), a Canadian corporation and predecessor in interest to Dormakaba Canada Inc.; and Rutherford Controls Int'l Corp. ("RCI VA"), a Virginia corporation and predecessor in interest to Dormakaba USA, Inc., in the United States District Court for the District of Arizona, Docket Number 2:12-CV-00919-GMS ("RCI I suit") in which, among other claims HES asserted infringement of U.S. Patent No. 8,146,966.

16. In order to resolve the RCI I suit, the Settlement Agreement was executed by RCI CA and RCI VA. The settlement agreement executed in separate counterparts is attached hereto as **Exhibit "1."**

17. In exchange for discontinuance of the RCI I suit by HES, and upon execution of the Settlement Agreement, RCI CA and RCI VA were bound by certain covenants of the Settlement Agreement.

18. The terms of the Settlement Agreement are binding on and inure to the benefit of the parties to the agreement and their successors, beneficiaries and assigns.

19. Upon information and belief, the defendants who were not signatories to the Settlement Agreement are successors, beneficiaries and/or assigns of the signatory defendants and, as such, are bound by its terms.

PATENT-IN-SUIT: the ‘966 Patent

20. The United States Patent and Trademark Office duly and legally issued the ‘966 Patent on April 3, 2012 (a copy of the ‘966 Patent is attached hereto as **Exhibit “2”**).

21. HES owns by assignment the entire right, title, and interest in and to the ‘966 Patent, including the right to bring this suit for injunctive relief and damages.

22. The ‘966 Patent is valid and enforceable.

PATENT-IN-SUIT: the ‘067 Patent

23. The United States Patent and Trademark Office duly and legally issued the ‘067 Patent on June 18, 2013 (a copy of the ‘067 Patent is attached hereto as **Exhibit “3”**).

24. HES owns by assignment the entire right, title, and interest in and to the ‘067 Patent, including the right to bring this suit for injunctive relief and damages.

25. The ‘067 Patent is valid and enforceable.

PATENT-IN-SUIT: the ‘744 Patent

26. The United States Patent and Trademark Office duly and legally issued the ‘744 Patent on July 22, 2014 (a copy of the ‘744 Patent is attached hereto as **Exhibit “4”**).

27. HES owns by assignment the entire right, title, and interest in and to the ‘744 Patent, including the right to bring this suit for injunctive relief and damages.

28. The ‘744 Patent is valid and enforceable.

PATENT-IN-SUIT: the ‘227 Patent

29. The United States Patent and Trademark Office duly and legally issued the ‘227 Patent on October 25, 2016 (a copy of the ‘227 Patent is attached hereto as **Exhibit “5”**).

30. HES owns by assignment the entire right, title, and interest in and to the ‘227 Patent, including the right to bring this suit for injunctive relief and damages.

31. The ‘227 Patent is valid and enforceable.

PATENT-IN-SUIT: the ‘153 Patent

32. The United States Patent and Trademark Office duly and legally issued the ‘153 Patent on April 17, 2018 (a copy of ‘153 Patent is attached hereto as **Exhibit “6”**).

33. HES owns by assignment the entire right, title, and interest in and to the ‘153 Patent, including the right to bring this suit for injunctive relief and damages.

34. The ‘153 Patent is valid and enforceable.

AS AND FOR A FIRST CAUSE OF ACTION, PLAINTIFF ALLEGES:

Breach of the Settlement Agreement

35. HES repeats and re-alleges the allegations of paragraphs “1” through “32” as if more fully set forth herein.

36. Pursuant to the terms of the Settlement Agreement, RCI CA, RCI VA, and their successors, beneficiaries and assigns, which include the defendants, agreed to immediately and permanently cease the manufacture in the United States and all sales, offers for sale, and all use in the United States, and importation into the United States,

1 either directly or indirectly, of electric strike products having a ramp with a channel that
2 is selectively positionable relative to the strike faceplate.

3 37. Pursuant to the terms of the Settlement Agreement, RCI CA, RCI VA, and
4 their successors, beneficiaries and assigns, which include the defendants, agreed not to
5 make, sell or offer for sale in the United States electric strikes that fall within the scope of
6 the '966 Patent.
7

8 38. Upon information and belief, the defendants make, manufacture, sell, offer
9 for sale or use in the United States, or import into the United States, strike products
10 known as the RCI CL Series Electric Strikes, hereinafter referred to as the "CL Series
11 Strikes."
12

13 39. Common to all models of the CL Series Strikes is a channel for providing
14 clearance to a dead latch of an associated latch system.
15

16 40. The CL Series Strikes have a ramp with a channel that is selectively
17 positionable relative to the strike faceplate.
18

19 41. The CL Series Strikes fall within the scope of the '966 Patent.

20 42. By making, manufacturing, selling, offering for sale or using in the United
21 States or importing into the United States the CL Series Strikes, the defendants have
22 breached, and continue to breach, the terms of the Settlement Agreement.
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24 43. Upon information and belief, the defendants subsequent to the Settlement
25 Agreement, or currently, make, manufacture, sell, offer for sale or use in the United
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1 States, or import into the United States, strike products known as the RCI 5 Series
2 Electric Strikes, hereinafter referred to as the “5 Series Strikes.”

3 44. Common to all models of the 5 Series Strikes is a channel for providing
4 clearance to a dead latch of an associated latch system.
5

6 45. The 5 Series Strikes have a ramp with a channel that is selectively
7 positionable relative to the strike faceplate.
8

9 46. The 5 Series Strikes fall within the scope of the ‘966 Patent.

10 47. By making, manufacturing, selling, offering for sale or using in the United
11 States or importing into the United States the 5 Series Strikes, the defendants have
12 breached, and continue to breach, the terms of the Settlement Agreement.
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14 **AS FOR A SECOND CAUSE OF ACTION, PLAINTIFF ALLEGES:**

15 **Patent Infringement of the ‘966 Patent**

16 48. HES repeats and re-alleges the allegations of paragraphs “1” through “45”
17 as if more fully set forth herein.
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19 49. Upon information and belief, the defendants have in the past made, used,
20 sold, offered for sale, and/or imported into the United States CL Series Strikes and the 5
21 Series Strikes (collectively, the “RCI Strikes”) that both directly and indirectly infringe
22 the ‘966 Patent in violation of 35 U.S.C. § 271(a), (b), and/or (c). Such infringing
23 activity continues to this day.
24

25 50. One particular model of the CL Series Strikes is Model FCL114LM.

26 51. One particular model of the 5 Series Strikes is Model F5114.
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1 52. During an examination of a Model FCL114LM of the CL Series Strike and
2 Model F5114 of the 5 Series Strike (“the Examined Models”), each and every element of
3 certain claims of the ‘966 Patent were found in each of the Examined Models. Upon
4 information and belief, each and every element of the claims of the ‘966 Patent is found
5 in all models of the RCI Strikes.
6

7 53. Specifically, in violation of 35 U.S.C. § 271(a), the defendants have
8 infringed and are infringing claims 1, 9, 13, 14, and 15 of the ‘966 Patent, either literally
9 or under the doctrine of equivalents, by making, using, selling, offering for sale and/or
10 importing into the United States, without authority, the RCI Strikes.
11

12 54. Upon information and belief, the defendants have knowingly induced, and
13 continue to knowingly induce, others to infringe claims 1, 9, 13, 14 and 15 of the ‘966
14 Patent in violation of 35 U.S.C. § 271(b), in this District and elsewhere in the United
15 States, by taking active steps with specific intent to encourage and facilitate direct
16 infringement by others, such as by distributors and others in the chain of distribution
17 selling or offering to sell RCI Strikes and/or by their customers using the RCI Strikes,
18 with knowledge of the distributors’ and customers’ infringement.
19

20 55. Defendants have encouraged and facilitated direct infringement by
21 distributors, their customers, and others in the chain of distribution, by contracting for the
22 distribution of the RCI Strikes, by marketing, promoting, and advertising the RCI Strikes
23 on the defendants’ website, and by creating and publishing installation instructions on
24 installing and using the RCI Strikes.
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1 56. Upon information and belief, the defendants with knowledge of the ‘966
2 Patent have contributorily infringed, and continue to contributorily infringe, claims 14
3 and 15 of the ‘966 patent in violation of 35 U.S.C. § 271(c) by selling and/or offering to
4 sell, in this District and elsewhere in the United States, RCI Strikes, and facilitating the
5 sale or offer for sale of RCI Strikes by its distributors and others in the chain of
6 distribution, and, in turn, use of RCI Strikes by defendants’ customers.
7

8 57. This sale and offer for sale of RCI Strikes by defendants’ distributors and
9 others in the chain of distribution, and, in turn, use by defendants’ customers, embodies a
10 material part of the infringing system described in claims 14 and 15 of the ‘966 patent
11 (“Infringing System”).
12

13 58. The RCI Strikes are specially made or specially adapted for use in the
14 Infringing System described in claims 14 and 15 of the ‘966 patent, and are not staple
15 articles suitable for a commercially significant non-infringing use.
16

17 59. The sale and offer for sale of the Infringing System by defendants’
18 distributors, and the use of Infringing Products by defendants’ customers constitutes
19 direct infringement of the ‘966 Patent.
20

21 60. Defendants knowingly continue to make, use, sell, and offer to sell products
22 that infringe the ‘966 Patent.
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24 61. Pursuant to 35 U.S.C. § 287(a), defendants received notice of the ‘966
25 patent at least as early as 2012.
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1 62. HES has been and continues to be damaged by defendants' infringement of
2 the '966 Patent in an amount to be determined at trial.

3 63. HES has suffered irreparable injury for which there is no adequate remedy
4 at law and will continue to suffer such irreparable injury unless defendants' infringement
5 of the '966 Patent is enjoined by this Court.

6 64. Upon information and belief, defendants' infringement is willful because
7 defendants have, and continue to, knowingly infringe the '966 Patent.
8

9 65. Defendants infringement of the '966 Patent is exceptional and entitles HES
10 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
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13 **AS AND FOR A THIRD CAUSE OF ACTION, PLAINTIFF ALLEGES:**

14 **Patent Infringement of the '067 Patent**

15 66. HES repeats and re-alleges paragraphs "1" through "63" as if more fully set
16 forth herein.
17

18 67. Upon information and belief, the defendants have in the past made, used,
19 sold, offered for sale, and/or imported into the United States RCI Strikes that both
20 directly and indirectly infringe the '067 Patent in violation of 35 U.S.C. § 271(a), and/or
21 (b). Such infringing activity continues to this day.
22

23 68. During an examination of the Examined Models, each and every element
24 set forth in claim 1 of the '067 Patent was found in each of the Examined Models. Upon
25 information and belief, each and every element of the electric strike set forth in claim 1 of
26 the '067 Patent is found in all models of the RCI Strikes.
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1 69. Specifically, in violation of 35 U.S.C. § 271(a), the defendants have
2 infringed and are infringing claim 1 of the '067 Patent, either literally or under the
3 doctrine of equivalents, by using the RCI Strikes in the United States to perform the steps
4 set forth in claim 1 of the '067 Patent.
5

6 70. Upon information and belief, the defendants have knowingly induced, and
7 continue to knowingly induce, others to infringe claim 1 of the '067 Patent in violation of
8 35 U.S.C. § 271(b), in this District and elsewhere in the United States, by taking active
9 steps with specific intent to encourage and facilitate direct infringement by others, such
10 as by distributors and others in the chain of distribution selling or offering to sell RCI
11 Strikes and/or by their customers using the RCI Strikes, with knowledge of the
12 distributors' and customers' infringement.
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15 71. Defendants have encouraged and facilitated direct infringement by
16 distributors, their customers, and others in the chain of distribution, by contracting for the
17 distribution of the RCI Strikes, by marketing, promoting, and advertising the RCI Strikes
18 on the defendants' website, and by creating and publishing installation instructions on
19 installing and using the RCI Strikes.
20

21 72. Defendants knowingly continue to make, use, sell, and offer to sell products
22 that are used to infringe the method set forth in claim 1 of the '067 Patent.
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24 73. Pursuant to 35 U.S.C. § 287(a), defendants received notice of the '067
25 patent at least as early as 2015.
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1 74. HES has been and continues to be damaged by defendants' infringement of
2 the '067 Patent in an amount to be determined at trial.

3 75. HES has suffered irreparable injury for which there is no adequate remedy
4 at law and will continue to suffer such irreparable injury unless defendants' infringement
5 of the '067 Patent is enjoined by this Court.

6 76. Upon information and belief, defendants' infringement is willful because
7 defendants have, and continue to, knowingly infringe the '067 Patent.
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9 77. Defendants' infringement of the '067 Patent is exceptional and entitles HES
10 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
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12 **AS AND FOR A FOURTH CAUSE OF ACTION, PLAINTIFF ALLEGES:**
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14 **Patent Infringement of the '744 Patent**
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16 78. HES repeats and re-alleges paragraphs "1" through "75" as if more fully set
17 forth herein.
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19 79. Upon information and belief, one or more of the defendants have in the past
20 made, used, sold, offered for sale, and/or imported into the United States RCI Strikes that
21 both directly and indirectly infringe the '744 Patent in violation of 35 U.S.C. § 271(a),
22 and/or (b). Such infringing activity continues to this day.
23

24 80. During an examination of the Examined Models, each and every element of
25 claim 10 of the '744 Patent was found in each of the Examined Models. Upon
26

1 information and belief, each and every element of claim 10 of the '744 Patent is found in
2 all models of the RCI Strikes.

3 81. Specifically, in violation of 35 U.S.C. § 271(a), the defendants have
4 infringed and are infringing claim 10 of the '744 Patent, either literally or under the
5 doctrine of equivalents, by making, using, selling, offering for sale and/or importing into
6 the United States, without authority, the RCI Strikes.
7

8 82. Upon information and belief, the defendants have knowingly induced, and
9 continue to knowingly induce, others to infringe claim 10 of the '744 Patent in violation
10 of 35 U.S.C. § 271(b), in this District and elsewhere in the United States, by taking active
11 steps with specific intent to encourage and facilitate direct infringement by others, such
12 as by distributors and others in the chain of distribution selling or offering to sell RCI
13 Strikes and/or by their customers using the RCI Strikes, with knowledge of the
14 distributors' and customers' infringement.
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16 83. Defendants have encouraged and facilitated direct infringement by
17 distributors, their customers, and others in the chain of distribution, by contracting for the
18 distribution of the RCI Strikes, by marketing, promoting, and advertising the RCI Strikes
19 on the defendants' website, and by creating and publishing installation instructions on
20 installing and using the RCI Strikes.
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22 84. Defendants knowingly continue to make, use, sell, and offer to sell products
23 that infringe the '744 Patent.
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1 85. Pursuant to 35 U.S.C. § 287(a), defendants received notice of the ‘744
2 patent at least as early as 2015.

3 86. HES has been and continues to be damaged by defendants’ infringement of
4 the ‘744 Patent in an amount to be determined at trial.

5 87. HES has suffered irreparable injury for which there is no adequate remedy
6 at law and will continue to suffer such irreparable injury unless defendants’ infringement
7 of the ‘744 Patent is enjoined by this Court.
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9 88. Upon information and belief, defendants’ infringement is willful because
10 defendants have, and continue to, knowingly infringe the ‘744 Patent.
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12 89. Defendants’ infringement of the ‘744 Patent is exceptional and entitles HES
13 to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
14

15 **AS AND FOR A FIFTH CAUSE OF ACTION, PLAINTIFF ALLEGES:**

16 **Patent Infringement of the ‘227 Patent**

17 90. HES repeats and re-alleges paragraphs “1” through “87” as if more fully set
18 forth herein.
19

20 91. Upon information and belief, the defendants have in the past made, used,
21 sold, offered for sale, and/or imported into the United States RCI Strikes that both
22 directly and indirectly infringe the ‘227 Patent in violation of 35 U.S.C. § 271(a), and/or
23 (b). Such infringing activity continues to this day.
24

25 92. During an examination of the Examined Models, each and every element of
26 the strike set forth in claims 12 and 13 of the ‘227 Patent were found in the Examined
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1 Models. Upon information and belief, each and every element of the strike set forth in
2 claims 12 and 13 of the '227 Patent is found in all models of the RCI Strikes.

3 93. Specifically, in violation of 35 U.S.C. § 271(a), the defendants have
4 infringed and are infringing claims 12 and 13 of the '227 Patent, either literally or under
5 the doctrine of equivalents, by performing the steps of the method recited in claims 12
6 and 13 in the United States utilizing the RCI Strikes, without authority.
7

8 94. Upon information and belief, the defendants have knowingly induced, and
9 continue to knowingly induce, others to infringe claims 12 and 13 of the '227 Patent in
10 violation of 35 U.S.C. § 271(b), in this District and elsewhere in the United States, by
11 taking active steps with specific intent to encourage and facilitate direct infringement by
12 others, such as by distributors and others in the chain of distribution selling or offering to
13 sell RCI Strikes and/or by their customers using the RCI Strikes, with knowledge of the
14 distributors' and customers' infringement.
15

16 95. Defendants have encouraged and facilitated direct infringement by
17 distributors, their customers, and others in the chain of distribution, by contracting for the
18 distribution of the RCI Strikes, by marketing, promoting, and advertising the RCI Strikes
19 on the defendants' website, and by creating and publishing installation instructions on
20 installing and using the RCI Strikes.
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22 96. Defendants knowingly continue to make, use, sell, and offer to sell products
23 that are used to infringe the '227 Patent.
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1 97. Pursuant to 35 U.S.C. § 287(a), upon information and belief, defendants
2 received notice of the ‘227 patent at least as early as October, 2016.

3 98. HES has been and continues to be damaged by defendants’ infringement of
4 the ‘227 Patent in an amount to be determined at trial.

5 99. HES has suffered irreparable injury for which there is no adequate remedy
6 at law and will continue to suffer such irreparable injury unless defendants’ infringement
7 of the ‘227 Patent is enjoined by this Court.
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9 100. Upon information and belief, defendants’ infringement is willful because
10 defendants have, and continue to, knowingly infringe the ‘227 Patent.
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12 101. Defendants’ infringement of the ‘227 Patent is exceptional and entitles HES
13 to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
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15 **AS AND FOR A SIXTH CAUSE OF ACTION, PLAINTIFF ALLEGES:**

16 **Patent Infringement of the ‘153 Patent**

17 102. HES repeats and re-alleges paragraphs “1” through “99” as if more fully set
18 forth herein.
19

20 103. Upon information and belief, the defendants have in the past made, used,
21 sold, offered for sale, and/or imported into the United States RCI Strikes that both
22 directly and indirectly infringe the ‘153 Patent in violation of 35 U.S.C. § 271(a), and/or
23 (b). Such infringing activity continues to this day.
24

25 104. During an examination of the Examined Models, each and every element of
26 claims 8, 10, 12, 15, 16, 18, 20, and 24 of the ‘153 Patent were found in each of the
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1 Examined Models. Upon information and belief, each and every element of claims 8, 10,
2 12, 15, 16, 18, 20, and 24 of the '153 Patent is found in all models of the RCI Strikes.

3 105. Specifically, in violation of 35 U.S.C. § 271(a), the defendants have
4 infringed and are infringing claims 8, 10, 12, 15, 16, 18, 20, and 24 of the '153 Patent,
5 either literally or under the doctrine of equivalents, by making, using, selling, offering for
6 sale and/or importing into the United States, without authority, the RCI Strikes.
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8 106. Upon information and belief, the defendants have knowingly induced, and
9 continue to knowingly induce, others to infringe claims 8, 10, 12, 15, 16, 18, 20, and 24
10 of the '153 Patent in violation of 35 U.S.C. § 271(b), in this District and elsewhere in the
11 United States, by taking active steps with specific intent to encourage and facilitate direct
12 infringement by others, such as by distributors and others in the chain of distribution
13 selling or offering to sell RCI Strikes and/or by their customers using the RCI Strikes,
14 with knowledge of the distributors' and customers' infringement.
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17 107. Defendants have encouraged and facilitated direct infringement by
18 distributors, their customers, and others in the chain of distribution, by contracting for the
19 distribution of the RCI Strikes, by marketing, promoting, and advertising the RCI Strikes
20 on the defendants' website, and by creating and publishing installation instructions on
21 installing and using the RCI Strikes.
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24 108. Defendants knowingly continue to make, use, sell, and offer to sell products
25 that infringe the '153 Patent.
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1 109. Pursuant to 35 U.S.C. § 287(a), upon information and belief, defendants
2 received notice of the ‘153 patent at least as early as April 27, 2018.

3 110. HES has been and continues to be damaged by defendants’ infringement of
4 the ‘153 Patent in an amount to be determined at trial.

5 111. HES has suffered irreparable injury for which there is no adequate remedy
6 at law and will continue to suffer such irreparable injury unless defendants’ infringement
7 of the ‘153 Patent is enjoined by this Court.
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9 112. Upon information and belief, defendants’ infringement is willful because
10 defendants have, and continue to, knowingly infringe the ‘153 Patent.
11

12 113. Defendants’ infringement of the ‘153 Patent is exceptional and entitles HES
13 to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.
14

15 **AS AND FOR A SEVENTH CAUSE OF ACTION, PLAINTIFF ALLEGES:**

16 **Injunction (35 U.S.C. § 283)**

17 114. HES repeats and re-alleges paragraphs “1” through “111” as if more fully
18 set forth herein.
19

20 115. As provided above, the defendants have made, used, sold, offered to sell
21 and/or imported RCI Strikes which infringe one or more claims of the ‘966, ‘067, ‘744,
22 ‘227, and ‘153 Patents and continue to do so in violation of HES’s rights, for which there
23 is no adequate remedy at law.
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1 116. Unless the defendants are permanently enjoined from making, using,
2 selling, offering to sell and/or importing the RCI Strikes, HES will suffer irreparable
3 harm.
4

5 117. As a result of the foregoing, HES is entitled to a permanent injunction, in
6 accordance with 35 U.S.C. § 283, enjoining and restraining the defendants from making,
7 using, selling, offering to sell and/or importing any RCI Strikes or other strikes which
8 infringe upon one or more claims of the '966, '067, '744, '227, and '153 Patents.
9

10 118. HES is entitled to a judgment, declaring that the defendants have infringed,
11 and continue to infringe one or more claims of the '966, '067, '744, '227 and/or '153
12 patents and further declaring their respective rights and responsibilities of the parties.
13

14 **WHEREFORE**, the plaintiff, Hanchett Entry Systems, Inc., requests judgment
15 as follows:
16

17 A. Declaring and adjudicating that defendants' actions constitute a
18 breach of contract pursuant to the Settlement Agreement entered into between the
19 parties;
20

21 B. Declaring and adjudicating that the one or more claims of United
22 States Patent No. 8,146,966 have been infringed by the defendants and/or by third
23 parties to whose infringement the defendants have contributed and/or by third
24 parties whose infringement has been induced by the defendants;
25
26
27
28

1 C. Declaring and adjudicating that claim 1 of United States Patent
2 No. 8,465,067 has been infringed by the defendants and/or by third parties to
3 whose infringement has been induced by the defendants;
4

5 D. Declaring and adjudicating that claim 10 of United States Patent
6 No. 8,783,744 has been infringed by the defendants and/or by third parties to
7 whose infringement has been induced by the defendants;
8

9 E. Declaring and adjudicating that the one or more claims of United
10 States Patent No. 9,476,227 have been infringed by the defendants and/or by third
11 parties to whose infringement has been induced by the defendants;
12

13 F. Declaring and adjudicating that the one or more claims of United
14 States Patent No. 9,945,153 have been infringed by the defendants and/or by third
15 parties to whose infringement has been induced by the defendants;
16

17 G. Granting a permanent injunction, restraining and enjoining
18 defendants and their officers, directors, agents, servants, employees, and all others
19 in perfidy, concert or participation with them or on their behalf, from further acts of
20 patent infringement, including the manufacturer, use, sale/offering for sale,
21 infringing devices, methods, systems, and manufactures;
22

23 H. Granting an accounting for damages adequate to compensate
24 plaintiff for infringement of one or all of the '966 Patent, '067 Patent, '744 Patent,
25 '227 Patent, and the '153 Patent such damages to be trebled to the extent allowed
26 by law due to the willful and deliberate character of the infringement;
27
28

1 I. Awarding to plaintiff all compensatory damages suffered as a result
2 of the defendants' actions;

3 J. Awarding to plaintiff attorneys fees and costs;

4 K. Further declaring the respective rights and responsibilities of the
5 parties; and
6

7 L. Awarding the plaintiff such other and further relief as to this Court
8 may seem just and proper.
9

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, Hanchett Entry Systems, Inc., hereby requests a trial by jury on all issues
12 so triable.
13

14
15 DATED: June 8, 2018
16 Phoenix, Arizona

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