

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

EXTANG CORPORATION;
UNDERCOVER, INC. and LAURMARK
ENTERPRISES, INC. d/b/a BAK
INDUSTRIES,

Plaintiffs,

v.

TRUCK ACCESSORIES GROUP, LLC
d/b/a LEER, INC.,

Defendant.

C.A. No.

JURY TRIAL DEMANDED

PLAINTIFFS' ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

1. Plaintiffs Extang Corporation (“Extang”), UnderCover, Inc. (“UnderCover”), and Laurmark Enterprises, Inc. d/b/a BAK Industries (“BAK”) (collectively, “Plaintiffs”) file this Complaint for patent infringement against Defendant Truck Accessories Group, LLC d/b/a LEER, Inc. (“LEER” or “Defendant”), and allege as follows:

I. BACKGROUND

2. This is a Complaint for patent infringement of U.S. Patent Nos. 9,815,358 (“358 patent”), 6,893,073 (“073 patent”), 7,537,264 (“264 patent”), and 8,182,021 (“021 patent”) (collectively, “asserted patents”) under 35 U.S.C. § 271.

3. Plaintiffs are indirect wholly owned subsidiaries of Truck Hero, Inc. (“Truck Hero”). Truck Hero and its subsidiaries are global leaders in the development, manufacture, and sale of high quality, innovative pickup truck and Jeep accessories. Headquartered in Michigan, Truck Hero and its subsidiaries, including Plaintiffs, are located at the heart of the automotive industry. Plaintiffs are premier manufacturers of easy-to-install “no drilling” truck bed covers. These devices, known as “tonneau covers”, are predominately used on pickup trucks to cover and secure truck beds against dirt, debris, weather, and other environmental contaminants, as well as to improve the aesthetic quality, security, and aerodynamics of pickup trucks generally.

4. Foldable tonneau covers are desirable in that they may be used to cover the bed of a pickup truck for cargo protection and also may be securely stored at the front of the cargo box behind the passenger cabin when not in use. Generally, foldable tonneau covers include several panels designed to cover the bed or cargo box of a pickup truck. They may utilize a hinge system to couple adjacent panels and they may include a latching system to secure the cover to the cargo box or bed of the pickup truck.

5. Whether driven on the highway or a back country road, Plaintiffs' innovative box covers have earned a reputation second to none for keeping a truck bed and its cargo clean, secure, and dry, regardless of the weather.

6. Defendant, as part of the Truck Accessories Group LLC, has directly infringed and continues to infringe, directly and/or indirectly, the asserted patents by making, using, selling, offering to sell and/or importing in or into the United States, without authority, pickup truck box covers that infringe one or more claims of each of the asserted patents. Accused pickup truck box covers include at least LEER HF350M.

II. THE PARTIES

7. Plaintiff Extang is a domestic manufacturing company that is organized and existing under the laws of the State of Michigan, with its principal place of business located at 5400 South State Road, Ann Arbor, MI 48108.

8. Plaintiff UnderCover is a domestic manufacturing company that is organized and existing under the laws of the State of Delaware, with its principal place of business located at 59 Absolute Drive, Rogersville MO 65742.

9. Plaintiff BAK is a domestic manufacturing company that is organized and existing under the laws of the State of Texas, with its principal place of business located at 5400 Data Court, Ann Arbor, MI 48108.

10. Defendant LEER is a Delaware corporation. Upon information and belief, Defendant's principal place of business is located at 28858 Ventura Drive, Elkhart, IN 46517.

III. JURISDICTION AND VENUE

11. This action arises under the patent laws of the United States, Title 35, United States Code § 1, *et. seq.* This Court has exclusive subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

12. Personal jurisdiction exists over Defendant because it has sufficient minimum contacts with the forum as a result of business conducted within the State of Delaware. Defendant is organized under the State of Delaware.

13. Venue is appropriate in the District of Delaware under 28 U.S.C. §§1391(b), 1391(c)(2), and 1400(b).

IV. GENERAL ALLEGATIONS

14. Founded in 1982, initially as a company providing mail order car and truck parts, Extang developed one of the first easy-to-install tonneau covers. Extang rapidly became, and today remains, a leading seller of tonneau covers and related accessories. All of Extang's tonneau products are of the highest quality and all are assembled by Michigan workers at its facility in Ann Arbor, Michigan. In 2007, Extang and TruXedo, Inc. ("TruXedo"), merged to form Truck Hero.

15. Separately, Truck Hero acquired UnderCover in 2010. UnderCover is a dominant manufacturer of high quality, innovative one-piece ABS composite and hard folding tonneau covers world-wide. Since its inception in 1999, the UnderCover name has become synonymous with excellence and is one of the most recognized brands in the truck aftermarket industry.

16. Founded in 1988 as a plastics manufacturer of bed liners and caps, BAK entered the tonneau market in the early 2000s, offering a manually operated retractable cover. BAK quickly expanded into a number of other styles including quad-folding and aluminum slat roll-up tonneau covers. In 2014, Truck Hero acquired BAK to add another premium brand name to its portfolio of products and to enhance its ability to service customers while continuing to offer innovative and high quality products.

17. Plaintiffs continue to provide high quality, innovative tonneau products and accessories to this day. Plaintiffs' tonneau covers and accessories are well known for their

quality, value, and ease of use. The stylish aesthetics, unique features, and ease of installation are hallmarks of Plaintiffs' products. A culture of innovation drives Plaintiffs' businesses.

18. Upon information and belief, Defendant LEER was founded in the late 1960s and produced truck caps. Upon information and belief, Defendant was acquired by J.B. Poindexter & Co., LP at a point in time between 1986 and mid-1994 and went on after that to expand its holdings in the truck cap and tonneau segment, forming the Truck Accessories Group, LLC, to manage production, distribution, and sales.

19. On information and belief, Defendant LEER has for many years possessed actual knowledge of the asserted patent rights. Previously, LEER engaged in a supply agreement with one of Truck Hero's subsidiaries for a truck bed cover. That supply agreement expressly contemplated the parties' respective intellectual property rights. On information and belief, and based at least on those parties' business relationship, Defendant LEER has long been aware of Plaintiffs' asserted patent rights.

V. THE ASSERTED PATENTS

A. The '358 Patent

20. On November 14, 2017, U.S. Patent No. 9,815,358 titled "Foldable Tonneau Cover with an Extruded Forward Section" was duly and lawfully issued. A true and correct copy of the '358 patent is attached to this Complaint as **Exhibit A**.

21. UnderCover is the owner, by valid assignment, of the entire right, title, and interest in and to the '358 Patent. The '358 patent is valid, enforceable, and is currently in full force and effect.

B. The '073 Patent

22. On May 17, 2005, U.S. Patent No. 6,893,073 titled "Tonneau Cover Clamp" was duly and lawfully issued. A true and correct copy of the '073 patent is attached to this Complaint as **Exhibit B**.

23. Extang is the owner, by valid assignment, of the entire right, title, and interest in and to the '073 patent. The '073 patent is valid, enforceable, and is currently in full force and effect.

C. The '264 Patent

24. On May 26, 2009, U.S. Patent No. 7,537,264 titled "Pick-Up Truck Box Cover," was duly and lawfully issued. A true and correct copy of the '264 patent is attached to this Complaint as **Exhibit C**.

25. BAK is the owner, by valid assignment, of the entire right, title, and interest in and to the '264 patent. The '264 patent is valid, enforceable, and is currently in full force and effect.

D. The '021 Patent

26. On May 22, 2012, U.S. Patent No. 8,182,021 titled "Pick-Up Truck Box Cover" was duly and lawfully issued. A true and correct copy of the '021 patent is attached to this Complaint as **Exhibit D**.

27. BAK is the owner, by valid assignment, of the entire right, title, and interest in and to the '021 patent. The '021 patent is valid, enforceable, and is currently in full force and effect.

VI. COUNT I: INFRINGEMENT OF THE '358 PATENT

28. Plaintiffs incorporate the previous paragraphs of this Complaint as if fully set forth herein.

29. UnderCover is the owner of all rights, title, and interest in the '358 patent, including the right to bring this suit for injunctive relief and damages.

30. The teachings of the '358 patent relate generally to a tonneau cover for a cargo box of a pickup truck having panels pivotably coupled together, such that the panels may cover the cargo box when in a deployed arrangement and also may be stacked into a storage arrangement to provide greater access to the cargo box. Additionally, the panels may be divided into two segments, a forward section forming a single unitary extruded panel mountable to the cargo box and rear sections made up of more than one panel with each rear panel section having a multi-component structure between its front and rear edges and also having support frame members.

31. The unitary construction of the forward section may support the stacked rear section panels when the tonneau cover is in a storage arrangement, as shown in the figures below:

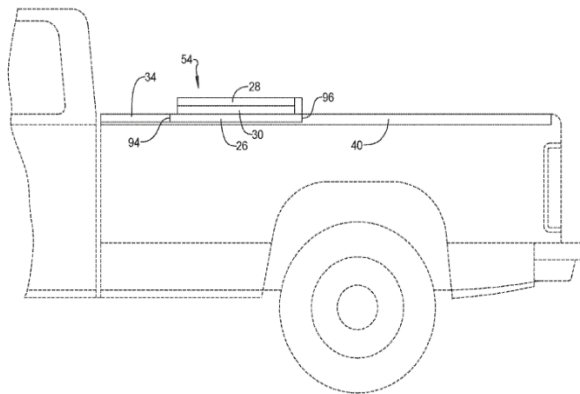


FIG 3

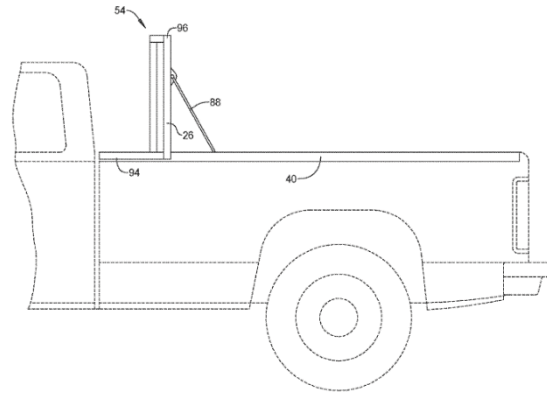


FIG 4

32. LEER has infringed and continues to infringe literally and/or through the doctrine of equivalents, one or more claims of the '358 patent, including but not limited to Claim 1, by using, making, offering to sell, and/or selling in the United States certain tonneau systems, including but not limited to the "LEER HF350M Tonneau Cover" ("HF350M Tonneau Cover"; formerly the "LEER Trilogy X2T"), photographs of which are shown below.



Image from <https://leertonneaus.com/HF350M>



Image from <https://leertonneaus.com/HF350M>

33. By way of example, and without limitation, the HF350M Tonneau Cover infringes upon every element of Claim 1 of the '358 patent when used as LEER intends. The HF350M Tonneau Cover includes a plurality of sections comprising a forward section and rear sections, each section spanning between a front edge and a rear edge. The rear sections of the HF350M Tonneau Cover are pivotably coupled and foldable between a deployed arrangement in which the forward and rear sections are generally planar and a storage arrangement in which the rear sections are folded into a stack, and wherein each of the rear sections has a multi-component construction between the front edge and the rear edge of each rear section that includes both a central panel and support frame members. Additionally, the forward section of the HF350M Tonneau Cover is mountable to the cargo box and pivotably coupled to an adjacent rear section to support the stack in an upward angled position, with the forward section also being formed of a unitary extruded panel having an upper wall member and a lower wall member spaced apart from the upper wall member, with the lower wall member defining a channel. Finally, the forward section has a single component construction between its front and rear edges defined by the unitary extruded panel.

34. The HF350M Tonneau Cover has infringed and continues to infringe on each and every element of at least Claim 1 and other claims of the '358 patent within the meaning of 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents, through the foregoing activities, including at least making, using, selling, and/or offering for sale the HF350M Tonneau Cover.

35. LEER is on notice of the '358 patent at least as of the filing of this Complaint. In addition, on information and belief, LEER possessed actual knowledge of the '358 Patent and its infringement prior to the filing of this Complaint. As set forth above, LEER was on notice of Plaintiffs' products and intellectual property well before the filing of this Complaint. On information and belief, any absence of investigation of the asserted patents was an act of willful blindness.

36. LEER's direct infringement of the '358 patent has injured UnderCover, and UnderCover is entitled to recover damages adequate to compensate it for such infringement.

37. On information and belief, LEER's infringement of the '358 patent has been willful, wanton, malicious, and/or deliberate and constitutes egregious behavior justifying an award of enhanced damages. More specifically, LEER knew or should have known about the '358 patent and its infringement of that patent, as discussed above, but continued to engage in the using, making, offering to sell, and/or selling of the HF350M Tonneau Cover despite an objectively high likelihood that this conduct would infringe the '358 patent. Plaintiffs are therefore entitled to an award of enhanced damages, attorneys' fees, and costs in bringing this action pursuant to 35 U.S.C. §§ 284 and 285.

38. As a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the '358 patent, UnderCover has suffered, are suffering, and will continue to suffer injury and damages for which it is entitled to relief under 35 U.S.C. § 284, in an amount to be determined at trial.

39. Further, as a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the '358 patent, UnderCover is continuously and irreparably harmed. Having no other remedy at law,

UnderCover is forced to bring this suit to secure appropriate relief and ensure adequate compensation as a result of LEER's manufacture, use, sale, and offer for sale of Plaintiffs' patented technology pursuant to 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

40. LEER's infringement activities will continue to injure UnderCover unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further direct and indirect infringement of the '358 patent. If LEER's conduct is not stopped, UnderCover will continue to suffer competitive harm, irreparable injury, and significant damages. Because UnderCover has no adequate remedy at law, UnderCover seeks, in addition to damages, injunctive relief.

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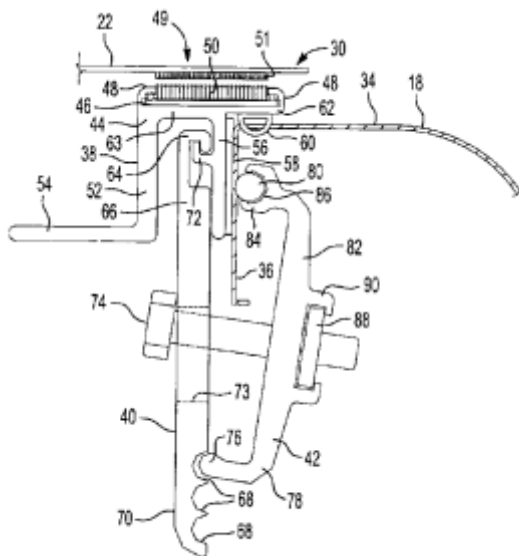
VII. COUNT II: INFRINGEMENT OF THE '073 PATENT

41. Plaintiffs incorporate the previous paragraphs of this Complaint as if fully set forth herein.

42. Extang is the owner of all rights, title, and interest in the '073 patent, including the right to bring this suit for injunctive relief and damages.

43. The teachings of the '073 patent relate generally to a tonneau cover system for the cargo box of a vehicle having a sidewall. The tonneau cover system includes a support frame, a cover spanning the support frame, and a clamp operable to releasably couple the support frame to the sidewall of the cargo box. The clamp further includes a retaining feature engagable with a clamp retaining member supporting the clamp from the support frame when in an unclamped position.

44. In one embodiment, the retaining member is an upwardly directed flange and the retaining feature is a downwardly directed hook that engages the flange to secure the support frame, as shown in the figure below:



45. LEER has infringed and continues to infringe, directly and/or indirectly, and literally and/or through the doctrine of equivalents, one or more claims of the '073 patent by using, making, offering to sell, and/or selling without authority in the United States certain tonneau systems, including but not limited to the HF350M Tonneau Cover.

46. By way of example, and without limitation, the HF350M Tonneau Cover infringes upon every element of Claim 1 of the '073 patent when used as LEER intends. The HF350M Tonneau Cover includes a support frame having a clamp-retaining member, a cover spanning the support frame, and a clamp positionable in a clamping position operable to couple the support frame to the sidewall of the cargo box and an unclamping position disengaged from the sidewall of the cargo box. Additionally, the clamp of the HF350M Tonneau Cover includes a retaining feature engagable with the clamp retaining member so as to support the clamp from the support frame when the clamp is in the unclamping position. Finally, the clamp retaining member of the HF350M Tonneau Cover is an upwardly directed flange and the retaining feature of the clamp is a downwardly directed hook engagable with the upwardly directed flange.

47. By way of a separate example, and without limitation, the HF350M Tonneau Cover infringes upon every element of Claim 6 of the '073 patent when used as LEER intends. The HF350M Tonneau Cover includes a support frame having an upwardly directed flange, a cover spanning the support frame, and a clamp positionable in a clamping position operable to couple the support frame to the sidewall of the cargo box and an unclamping position disengaged from the sidewall of the cargo box. The HF350M Tonneau Cover further includes a downwardly directed hook extending from the clamp, wherein the downwardly directed hook engages the upwardly directed flange of the support frame to support the clamp relative to the support frame when the clamp is in the unclamping position, as shown in the photographs below:



48. LEER has also infringed and continues to infringe at least one other claim of the '073 patent.

49. The HF350M Tonneau Cover has infringed and continues to infringe on each and every element of at least claims 1 and 6 of the '073 patent within the meaning of 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents, through the foregoing activities, including at least making, using, selling, and/or offering for sale the HF350M Tonneau Cover.

50. LEER is on notice of the '073 patent at least as of the filing of this Complaint. In addition, on information and belief, LEER possessed actual knowledge of the '073 patent and its infringement prior to the filing of this Complaint. As set forth above, LEER has been on notice of Plaintiffs' products and patents well before the filing of this Complaint. On information and belief, any absence of investigation of the asserted patents was an act of willful blindness.

51. LEER's direct and/or indirect infringement of the '073 patent has injured Extang, and Extang is entitled to recover damages adequate to compensate it for such infringement.

52. On information and belief, LEER's infringement of the '073 patent has been willful, wanton, malicious, and/or deliberate and constitutes egregious behavior justifying an award of enhanced damages. More specifically, LEER knew or should have known about the '073 Patent and its infringement of that patent, as discussed above, but continued to engage in the using, making, offering to sell, and/or selling of the HF350M Tonneau Cover, despite an objectively high likelihood that this conduct would infringe the '073 patent. An award of enhanced damages, attorneys' fees, and costs in bringing this action is appropriate under 35 U.S.C. §§ 284 and 285.

53. As a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the '073 patent, Extang has suffered, are suffering, and will continue to suffer injury and damages for which it is entitled to relief under 35 U.S.C. § 284, in an amount to be determined at trial.

54. Further, as a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the asserted patents, Extang is continuously and irreparably harmed. Having no other remedy at law, Plaintiffs

are forced to bring this suit to secure appropriate relief and ensure adequate compensation as a result of LEER's manufacture, use, sale, and offer for sale of Plaintiffs' patented technology pursuant to 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

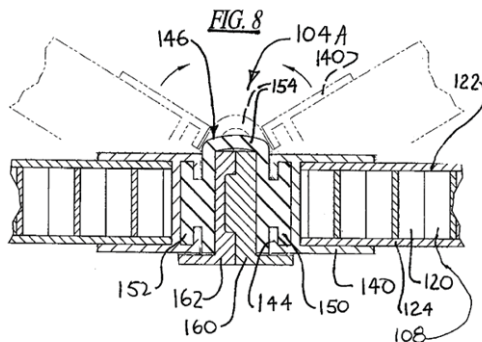
55. LEER's infringement activities will continue to injure Extang unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further direct and indirect infringement of the '073 patent. If LEER's conduct is not stopped, Extang will continue to suffer competitive harm, irreparable injury, and significant damages. Because Extang has no adequate remedy at law, Extang seeks injunction relief in addition to damages.

VIII. COUNT III: INFRINGEMENT OF THE '264 PATENT

56. Plaintiffs incorporate the previous paragraphs of this Complaint as if fully set forth herein.

57. BAK is the owner of all rights, title, and interest in the '264 patent, including the right to bring this suit for injunctive relief and damages.

58. The teachings of the '264 patent relate generally to a foldable tonneau cover for a pick-up truck cargo box with multiple panels that are connected so as to allow the panels to pivot. See fig. 8:

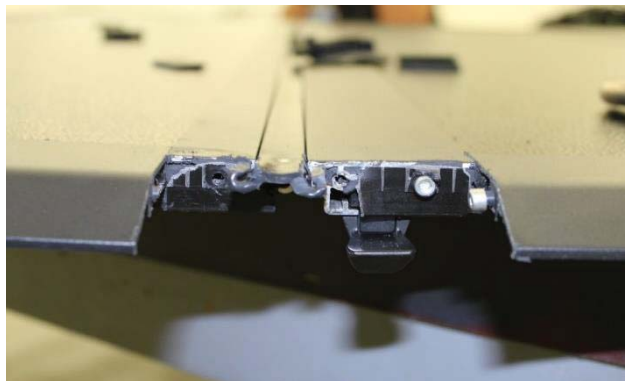
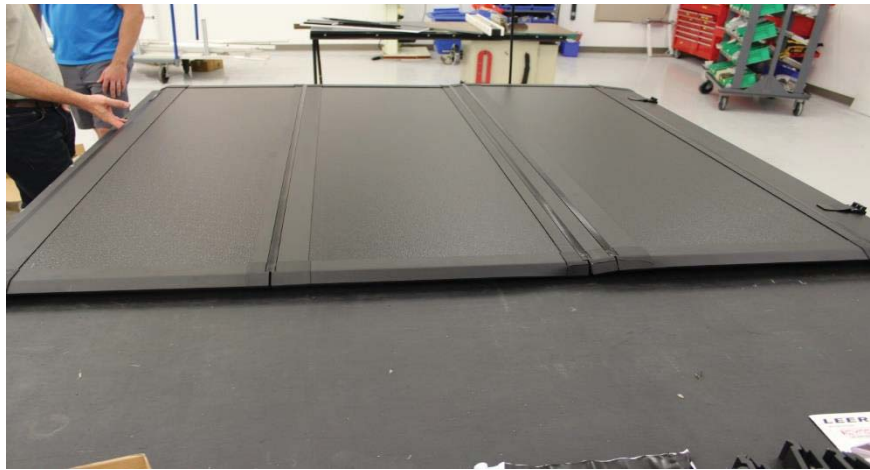


59. LEER has infringed and continues to infringe literally and/or through the doctrine of equivalents, one or more claims of the '264 patent, including but not limited to Claim 1, by using, making, offering to sell, and/or selling without authority in the United States certain tonneau systems, including but not limited to the HF350M Tonneau Cover.

60. By way of example, and without limitation, the HF350M Tonneau Cover infringes upon every element of Claim 1 of the '264 patent when used as intended by LEER. The HF350M

Tonneau Cover is a cover assembly for a pick-up truck cargo box with first and second side rails with latch channels where the rails attach to the sides of the pickup truck's cargo box. A foldable cover is attached to the first and second rails. The cover includes multiple panels that are connected through resilient hinge strips allowing the panels to pivot relative to the connected panels.

61. In addition, the bottom surface of the panels contain a slam latch assembly with plungers that extend partially into latching channels to lock the panels into place along the rails. See the following photographs:



62. By way of example, and without limitation, the HF350M Tonneau Cover also infringes upon every element of Claim 25 of the '264 patent when used as intended by LEER.

63. As referenced above, and shown in the following photographs, the HF350M Tonneau Cover is a cover assembly for a pick-up truck cargo box with first and second side rails with latch channels where the rails attach to the sides of the pickup truck's cargo box, a foldable cover with multiple panels that are connected pivotally through a resilient connector and a latch and release assembly on the bottom of the panels that automatically latches the panel into the left and right side cover rails. The HF350M Tonneau Cover also includes a cab panel that is fixed in place within the cargo box, at a front end of the cargo box, and connected to the third panel. When the panels are unfolded the entire cargo box with the exception of the stake pocket box is substantially covered:



64. The HF350M Tonneau Cover has infringed and continues to infringe on each and every element of at least claims 1 and 25 of the '264 patent within the meaning of 35 U.S.C. § 271(a) through the foregoing activities, including at least making, using, selling, and/or offering for sale the HF350M Tonneau Cover.

65. LEER is on notice of the '264 patent at least as of the filing of this Complaint. In addition, on information and belief, LEER possessed actual knowledge of the '264 patent and its infringement prior to the filing of this Complaint. As set forth above, LEER has been on notice of Plaintiffs' products and patents well before the filing of this Complaint. On information and belief, any absence of investigation of the asserted patents was an act of willful blindness.

66. LEER's direct and/or indirect infringement of the '264 patent has injured BAK,

and BAK is entitled to recover damages adequate to compensate it for such infringement.

67. On information and belief, LEER's infringement of the '264 patent has been willful, wanton, malicious, and/or deliberate and constitutes egregious behavior justifying an award of enhanced damages. More specifically, LEER knew or should have known about the '264 patent and its infringement of that patent, as discussed above, but continued to engage in the using, making, offering to sell, and/or selling of the HF350M Tonneau Cover, despite an objectively high likelihood that this conduct would infringe the '264 patent. An award of enhanced damages, attorneys' fees, and costs in bringing this action is appropriate under 35 U.S.C. §§ 284 and 285.

68. As a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the '264 patent, BAK has suffered, are suffering, and will continue to suffer injury and damages for which it is entitled to relief under 35 U.S.C. § 284, in an amount to be determined at trial.

69. Further, as a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the asserted patents, BAK is continuously and irreparably harmed. Having no other remedy at law, Plaintiffs are forced to bring this suit to secure appropriate relief and ensure adequate compensation as a result of LEER's manufacture, use, sale, and offer for sale of Plaintiffs' patented technology pursuant to 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

70. LEER's infringement activities will continue to injure BAK unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further direct and indirect infringement of the '264 patent. If LEER's conduct is not stopped, BAK will continue to suffer competitive harm, irreparable injury, and significant damages. Because BAK has no adequate remedy at law, Extang seeks injunction relief in addition to damages.

IX. COUNT IV: INFRINGEMENT OF THE '021 PATENT

71. Plaintiffs incorporate the previous paragraphs of this Complaint as if fully set forth herein.

72. BAK is the owner of all rights, title, and interest in the '021 patent, including the

right to bring this suit for injunctive relief and damages.

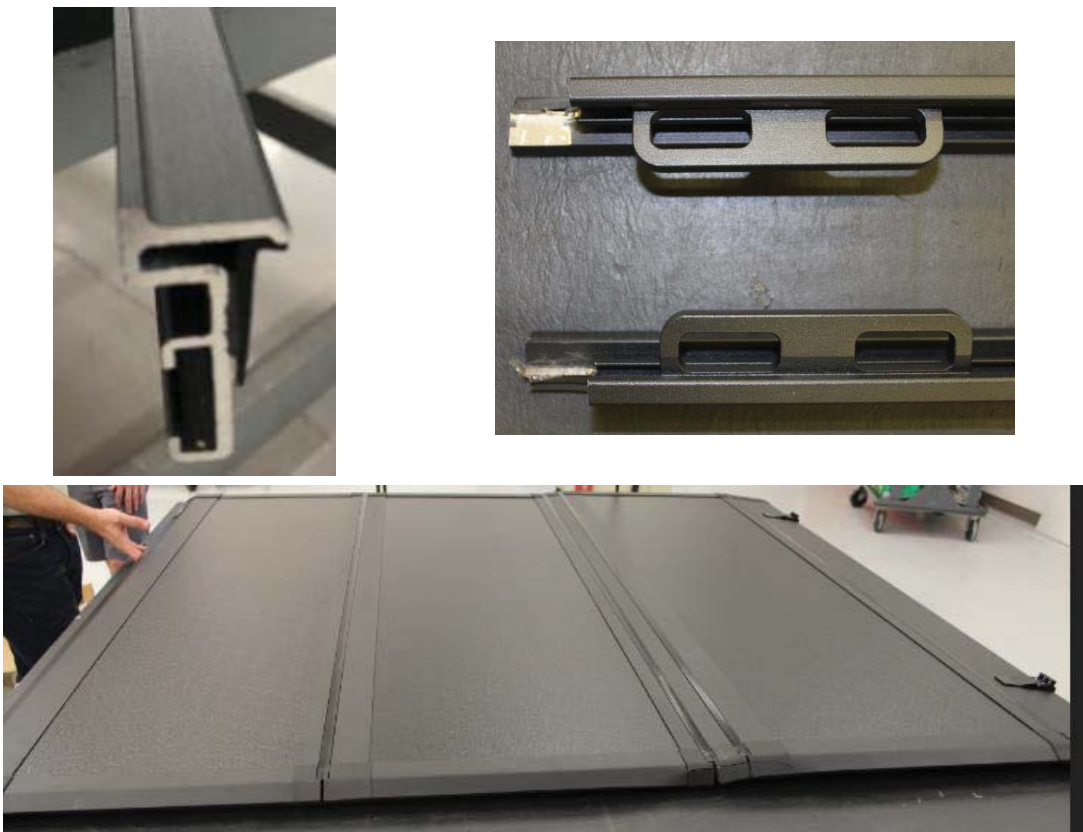
73. The '021 patent was filed as a continuation of the patent that was issued as the '264 patent, and its claims are inventive for many of the same reasons as described with respect to the '264 patent.

74. The '021 patent generally relates to a tonneau cover having multiple panels with a latch being located entirely on the bottom surface of the panels.

75. LEER has infringed and continues to infringe literally and/or through the doctrine of equivalents, one or more claims of the '021 patent, including but not limited to Claim 31, by using, making, offering to sell, and/or selling without authority in the United States certain tonneau systems, including but not limited to the HF350M Tonneau Cover.

76. By way of example, and without limitation, the HF350M Tonneau Cover infringes upon every element of Claim 31 of the '021 patent when used as intended by LEER. The HF350M Tonneau Cover includes side rails with each side rail have a clamp plate, a surface supporting the panel and an extension plate on the front rail of the surface. A folding cover is attached to the extension plates and supported by the rails. The folding cover includes a first panel that is pivotally attached to a second panel, a first spacer pivotally attached to a second and third panel, and a second spacer pivotally attached to the third and fourth panel with the fourth panel secured to the extension plate. Finally, the cover includes a latch assembly that is located entirely on the bottom of the 1st, 2nd, and 3rd panels. *See* the following photographs:

[Remainder of page intentionally left blank]



77. LEER has also infringed and continues to infringe at least one other dependent claim of the '021 patent.

78. The HF350M Tonneau Cover has infringed and continues to infringe on each and every element of Claim 31 and other claims of the '021 patent within the meaning of 35 U.S.C. § 271(a) through the foregoing activities, including at least making, using, selling, and/or offering for sale the HF350M Tonneau Cover.

79. LEER is on notice of the '021 patent at least as of the filing of this Complaint. In addition, LEER had actual or constructive knowledge of the '021 patent and its infringement prior to the filing of this Complaint. As stated above, LEER has been on notice of Plaintiffs' products and patents well before the filing of this Complaint. If it did not investigate Plaintiffs' patents as a result, it was acting in willful blindness of a reasonable likelihood of infringement.

80. LEER's direct infringement of the '021 patent has injured BAK, and BAK is entitled to recover damages adequate to compensate it for such infringement.

81. LEER is on notice of the '021 patent at least as of the filing of this Complaint. In

addition, on information and belief, LEER possessed actual knowledge of the '021 patent and its infringement prior to the filing of this Complaint. As set forth above, LEER has been on notice of Plaintiffs' products and patents well before the filing of this Complaint. On information and belief, any absence of investigation of the asserted patents was an act of willful blindness.

82. LEER's direct and/or indirect infringement of the '021 patent has injured BAK, and BAK is entitled to recover damages adequate to compensate it for such infringement.

83. On information and belief, LEER's infringement of the '021 patent has been willful, wanton, malicious, and/or deliberate and constitutes egregious behavior justifying an award of enhanced damages. More specifically, LEER knew or should have known about the '264 patent and its infringement of that patent, as discussed above, but continued to engage in the using, making, offering to sell, and/or selling of the HF350M Tonneau Cover, despite an objectively high likelihood that this conduct would infringe the '021 patent. An award of enhanced damages, attorneys' fees, and costs in bringing this action is appropriate under 35 U.S.C. §§ 284 and 285.

84. As a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the '021 patent, BAK has suffered, is suffering, and will continue to suffer injury and damages for which it is entitled to relief under 35 U.S.C. § 284, in an amount to be determined at trial.

85. Further, as a direct and proximate consequence of the acts and practices of Defendant LEER in infringing, directly and/or indirectly, one or more claims of the asserted patents, BAK is continuously and irreparably harmed. Having no other remedy at law, plaintiffs are forced to bring this suit to secure appropriate relief and ensure adequate compensation as a result of LEER's manufacture, use, sale, and offer for sale of Plaintiffs' patented technology pursuant to 35 U.S.C. § 271(a), either literally and/or under the doctrine of equivalents.

86. LEER's infringement activities will continue to injure BAK unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further direct and indirect infringement of the '021 patent. If LEER's conduct is not stopped, BAK will continue to suffer competitive harm, irreparable injury, and significant damages. Because BAK

has no adequate remedy at law, BAK seeks injunction relief in addition to damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request relief and judgment against Defendant LEER as follows:

1. An entry of judgment in favor of Plaintiffs and against LEER;
2. An award of damages adequate to compensate Plaintiffs for LEER's direct and indirect infringement of U.S. Patent Nos. 9,815,358; 6,893,073; 7,537,264; and 8,182,021.
3. An injunction against LEER and its officers, directors, employees, agents, consultants, contractors, suppliers, distributors, and all others acting in concert or privity with LEER from further infringement of the Patents-in-Suit;
4. If an injunction is denied, an award of an ongoing royalty;
5. An award of treble damages to Plaintiffs as a result of LEER's willful infringement;
6. An award of prejudgment interest;
7. A finding that, with respect to LEER, this case is exceptional and awarding to Plaintiffs their reasonable costs and attorneys' fees under 35 U.S.C. § 285;
8. All other costs and fees awardable by law; and
9. Such other relief that the Court sees as just and proper.

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JURY DEMAND

Plaintiffs demand a trial by jury as to all issues so triable.

Respectfully Submitted,

By: /s/ Geoffrey G. Grivner
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