

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

TWIST, INC.	)	
	)	CIVIL ACTION No.:
and	)	
	)	
BOOM AIR, LLC,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
B GSE GROUP, LLC,	)	
	)	
Defendant.	)	
	)	

**COMPLAINT FOR PATENT INFRINGEMENT**  
**AND DEMAND FOR JURY TRIAL**

Plaintiffs Twist, Inc. (Twist) and Boom Air, LLC (Boom Air) (collectively, Plaintiffs) state the following for their complaint against the Defendant B GSE Group, LLC (B GSE or Defendant) as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement and arises under the Patent Laws of the United States, Title 35, United States Code.

**THE PARTIES**

2. Twist is an Ohio corporation and has a principal place of business in Jamestown, Ohio.

3. Boom Air is an Ohio limited liability company and has a principal place of business in Jamestown, Ohio.

4. B GSE claims to be a manufacturer and provider of equipment and services for the aviation ground support market. Upon information and belief, B GSE is a North Carolina limited liability company and has a principal place of business at 14034 Clarendon Point Court, Huntersville, NC 28078, is actively, continuously, and systematically engaging in business in the Western District of North Carolina, and has substantial and continuous contacts with this judicial district through its business activities, through which it has a regular established place of business.

### **JURISDICTION AND VENUE**

5. Federal question jurisdiction is conferred pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Venue in this Court is proper based upon 28 U.S.C. § 1400. Upon information and belief, B GSE resides in and has its principal place of business in Huntersville, North Carolina, and as a result has a regular and established place of business within this district.

### **BACKGROUND FACTS**

7. Acting in their own capacities, and through affiliated entities and licensees, Twist and Boom Air, over the past ten years, have established a reputation as a leading supplier of equipment for the aviation ground support market. This includes hose management equipment and systems that supply conditioned air to aircraft.

8. Twist brought the first commercially viable hose management system to market.

9. Twist is the owner by assignment of U.S. Patent No. 9,365,297 entitled “Hose Management System For Supplying Conditioned Air to an Aircraft” (“the ‘297

patent”), which was issued by the U.S. Patent and Trademark Office on June 14, 2016.  
*See Exhibit A.*

10. Boom Air is the owner by assignment of U.S. Patent No. 6,821,201, entitled “Device and a Method for Supplying Conditioned Air to an Aircraft” (“the ‘201 patent”), which was issued by the U.S. Patent and Trademark Office on November 23, 2004. *See Exhibit B.*

11. The ‘297 patent and ‘201 patent generally disclose devices and methods for supplying conditioned air for heating and cooling an aircraft while it is stationary and on the ground with a supply hose that extends and retracts from a stationary protective container connected to the conditioned air source.

12. The ‘297 patent includes, among others, independent claim 1 which recites:

1. An apparatus for providing conditioned air to an aircraft comprising:  
a substantially closed housing having first and second ends, having an air inlet at said first end, and an air outlet at said second end;  
a cylindrical tube incorporated within the housing having a drag surface in contact with the outside surface of a hose;  
longitudinally collapsible hose having a length at least twice the length of the housing, and outside surface that contacts the cylindrical tube, an inlet end, and an outlet end, wherein said longitudinally collapsible hose is disposed within the cylindrical tube so that the inlet end is proximate the first end of the housing, and the outlet end is exterior to the second end of the housing, such that the hose constrains air flow through the housing from the inlet end to pass to the outlet end; and  
a drive unit inside the housing proximate the air outlet end, that contacts the outside surface of the hose to selectively push the outlet end in a first direction away from the inlet end, or pull the outlet end in a second direction towards the inlet end.

Col. 9, ll. 25-45.

13. The '201 patent includes, among others, independent claims 1, 9, 14, and 17 which recite:

1. An apparatus for providing conditioned air to an aircraft, the apparatus comprising:

a housing;

a flexible hose with the housing wherein the flexible hose is defined by a length between a first end and a second end;

an inner tube within the housing wherein the inner tube has a length defined by a top and a bottom; and

a drive unit attached to the housing wherein the drive unit engages the flexible hose and further wherein the drive unit expands the length of the flexible hose outward with respect to the housing.

Col. 5, l. 62 to Col. 6, l. 7;

9. A method for supplying conditioned air to an aircraft, the method comprising the steps of:

providing a hose having a length defined between a first and a second end;

storing the hose in a housing;

attaching the first end of the hose and the housing to a source of conditioned air;

extending the second end of the hose in a direction away from the source of conditioned air wherein the housing is stationary with respect to the source of conditioned air such that the hose is withdrawn from the housing to extend from the housing to the aircraft; and

attaching the second end of the hose to the aircraft.

Col. 6, ll. 27-39;

14. An apparatus for providing conditioned air from a first environment to a second environment, the apparatus comprising:

a housing having a length defined by a first end and a second end;

a flexible hose within the housing;

an inner tube within the housing wherein the inner tube has a length defined by a top and a bottom; and

a drive unit attached to the housing wherein the drive unit engages the flexible hose to move the flexible hose in a direction outward with respect to the housing and further wherein the housing is fixed with respect to the inner tube.

Col. 6, ll. 60-63;

17. A method for supplying conditioned air from a first environment to a second environment, the method comprising the steps of:

providing a hose having a length defined between a first end and second end;

storing the hose in a housing wherein the housing has a top end and a bottom end wherein the first end of the hose is connected to the top end of the housing and further wherein the length of the hose is compressed in the housing;

attaching the first end of the housing to a source of conditioned air;

withdrawing the second end of the hose from the housing in a direction outward with respect to the second end of the housing such that the hose extends to the second environment; and

attaching the hose to the second environment.

Col. 7, l. 3 to Col. 8, l. 5.

14. Pursuant to licenses from Twist and Boom Air, Twist Aero, LLC, an Ohio limited liability company (Twist Aero), sells a hose management system implementing the technology covered by the '297 patent and '201 patent under the registered trademark Boom-Air®.

15. In late 2017 or early 2018, Twist and Boom Air became aware that an Italian manufacturer, ATES Italiano S.r.l. (ATES), located in Milan, Italy and its U.S. distributor, Sage Parts Plus, Inc. (Sage), had imported, sold and installed a hose management system in the United States at the Houston-Bush International Airport.

16. After Plaintiffs notified ATES and Sage that the ATES hose management system infringed one or more claims contained in the '297 patent and '201 patent, ATES

and Sage agreed in writing to cease and desist from making, using, selling, offering for sale and/or importing the infringing ATES hose management system in the United States.

17. However, in early 2019, Twist and Boom Air discovered that B GSE's website began advertising and offering for sale in the United States the COOL JET PCAir Hose Retriever product which appears to be identical or nearly identical to the infringing ATES hose management system. *See* Exhibit C. Indeed, B GSE's website states that "B GSE Group buys Manufacturing Rights in 2019 to what some customers may have known as an ATES hose retriever." *See* <https://www.bullerdickgse.com/hoseretriever>.

18. Although Defendant's website notes that it will be "changing and improving the product for the American Market," the accused COOL JET PCAir Hose Retriever shown on the website in photographs and publications appears to be identical or nearly identical to the infringing ATES hose management system.

19. Defendant's website also includes the Technical Specifications, and an Operation & Maintenance Manual for the accused COOL JET PCAir Hose Retriever which, upon information and belief, appear to be identical or nearly identical to similar documents published by ATES. *Compare* <https://www.bullerdickgse.com/hoseretriever> with <http://www.atesitaliana.com/en/products/shr%C2%AE%E2%84%A2-pcair-hose-retriever/s-h-r-%C2%AE%E2%84%A2-4men.html>.

20. Defendant uses photographs on its website and in printed publications to depict the accused COOL JET PCAir Hose Retriever which appear to be the same photographs used by ATES to depict the ATES hose retriever.



**S.H.R.®™ 4M**  
Air Handling Hose Retriever for PCAir Systems



Compare <https://www.bullerdickgse.com/hoseretriever> (B GSE COOL JET Hose Retriever Brochure download) with <http://www.atesitaliana.com/en/products/shr%C2%AE%E2%84%A2-pcair-hose-retriever/s-h-r-%C2%AE%E2%84%A2-4m-en.html> (ATES Hose Retriever Brochure download).

21. On information and belief, Defendant offered for sale and entered into a contract with American Airlines, Inc. in early 2019 to sell and/or is presently negotiating a contract with American Airlines to sell one or more COOL JET PCAir Hose Retrievers to American for use at the Dallas/Fort Worth International Airport in Texas.

22. In October 2019, American Airlines contacted Twist Aero seeking to purchase twelve hoses which are part of Plaintiffs' patented Boom-Air® hose management system. According to American Airlines, they sought to use the Boom-Air® hoses in new COOL JET PCAir Hose Retrievers recently ordered from B GSE and which are scheduled to be delivered and installed at the Dallas/Fort Worth International Airport during December 2019.

23. On information and belief, Defendant's accused COOL JET PCAir Hose Retriever contains each and every element of at least claim 1 of the '297 patent, and therefore infringes at least one claim of the '297 patent.

24. On information and belief, Defendant's accused COOL JET PCAir Hose Retriever contains each and every element of at least claims 1 and 14 of the '201 patent, and is further designed and constructed to practice each and every element of the method contained in at least claims 9 and 17 of the '201 patent, and therefore infringes at least one claim of the '201 patent.

**COUNT I - INFRINGEMENT OF U.S. PATENT NO. 9,365,297**

25. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.

26. Defendant has infringed the '297 patent by its manufacture, use, offer for sale, sale and/or importation into the United States of the accused COOL JET PCAir Hose Retriever.

27. A comparison of the images and publications for the accused COOL JET PCAir Hose Retriever on Defendant's website with the elements of claim 1 of the '297 patent set forth above demonstrates that the accused COOL JET PCAir Hose Retriever infringes at least Claim 1 of the '297 patent.

28. On February 7, 2019, counsel for Twist and Boom Air sent a letter to ATES and B GSE demanding that they immediately cease and desist from making, using, selling, offering for sale and/or importing the infringing accused COOL JET PCAir Hose Retriever in the U.S. *See* Exhibit D.

29. ATES responded that it is not importing, selling and/or offering to sell its ATES hose management system in the U.S. with or through B GSE.



30. However, to date, B GSE has not satisfactorily responded to Plaintiffs' claims that the accused COOL JET PCAir Hose Retriever infringes the '297 patent, nor has B GSE ceased infringing the '297 patent.

31. Based on the foregoing, B GSE's continuing manufacture, use, offer for sale, sale and/or importation of the infringing COOL JET PCAir Hose Retriever constitutes willful infringement, as B GSE knew or should have known that making, using, selling, offering to sell, and/or importing the infringing COOL JET PCAir Hose Retriever constituted infringement, or highly likely to constitute infringement, of at least claim 1 of the '297 patent.

32. As a result of these actions by Defendant, Plaintiffs suffered and continue to suffer substantial injury, including irreparable injury, and will result in damages to Plaintiffs, including loss of sales and profits, which Plaintiffs would have made but for the acts of infringement by Defendant, unless Defendant is enjoined by this Court.

## **COUNT II - INFRINGEMENT OF U.S. PATENT NO. 6,821,201**

33. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.

34. Defendant has infringed the '201 patent by its manufacture, use, offer for sale, sale and/or importation into the United States of the accused COOL JET PCAir Hose Retriever.

35. A comparison of the images and publications for the accused COOL JET PCAir Hose Retriever on Defendant's website with the elements of claims 1 and 14 of the '201 patent set forth above demonstrates that the accused COOL JET PCAir Hose Retriever infringes at least Claims 1 and 14 of the '201 patent.

36. A comparison of the images and publications for the accused COOL JET PCAir Hose Retriever on Defendant's website with the elements of claims 9 and 17 of the '201 patent set forth above demonstrates that operation of the accused COOL JET PCAir Hose Retriever infringes at least claim 9 and 17 of the '201 patent.

37. On February 7, 2019, counsel for Twist and Boom Air sent a letter to ATES and B GSE demanding that they immediately cease and desist from making, using, selling, offering for sale and/or importing the infringing COOL JET PCAir Hose Retriever in the U.S. *See* Exhibit D.

38. ATES responded that it is not importing, selling and/or offering to sell its ATES hose management system in the U.S. with or through B GSE.

39. However, to date, B GSE has not satisfactorily responded to Plaintiffs' claims that the accused COOL JET PCAir Hose Retriever infringes the '201 patent, nor has B GSE ceased infringing and/or inducing others to infringe the '201 patent.

40. B GSE knew of claims 9 and 17 of the '201 patent at least as early as the date it received the February 7, 2019 cease and desist letter from counsel for Twist and Boom Air. On information and belief, B GSE has encouraged and continues to encourage others to operate the accused COOL JET PCAir Hose Retriever in a manner that infringes at least claims 9 and 17 of the '201 patent, and with knowledge of the infringement.

41. Based on the foregoing, B GSE's continuing manufacture, use, offer for sale, sale and/or importation of the infringing COOL JET PCAir Hose Retriever constitutes willful infringement, as B GSE knew or should have known that making, using, selling, offering to sell, and/or importing the infringing COOL JET PCAir Hose

Retriever constituted infringement, or highly likely to constitute infringement, of at least claims 1, 9, 14 and 17 of the '201 patent.

42. As a result of these actions by Defendant, Plaintiffs suffered and continue to suffer substantial injury, including irreparable injury, and will result in damages to Plaintiffs, including loss of sales and profits, which Plaintiffs would have made but for the acts of infringement by Defendant, unless Defendant is enjoined by this Court.

WHEREFORE, Plaintiffs pray for relief against Defendant as follows:

A. That the Court enter judgment that Defendant has infringed, induced the infringement of, or contributed to the infringement of United States Patent No. 9,365,297, and United States Patent No. 6,821,201.

B. That the Court permanently enjoin Defendant, its agents, sales representatives and employees, associates, attorneys, parents, successors and assigns, and any and all persons or entities acting at, through, under or in active concert or participation with any or all of them, from infringing United States Patent No. 9,365,297, and United States Patent No. 6,821,201.

C. That the Court enter judgment requiring Defendant to account for all infringing acts and to pay over to Plaintiffs all damages sustained by Plaintiffs due to such acts of infringement and that such damages be trebled pursuant to 35 U.S.C. § 284 for the willful acts of infringement complained of herein;

D. That the Court determine this case is exceptional under 35 U.S.C. § 285 entitling Plaintiffs to an award of its reasonable attorney fees and that such reasonable attorney fees be awarded;

E. That the Court award to Plaintiffs their costs and prejudgment interest on all damages;

F. That the Court order Defendant to file with the Court within 30 days after entry of final judgment a written statement under oath setting forth in detail the manner in which Defendant complied with the judgment; and

G. That Plaintiffs be awarded such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiffs Twist, LLC and Boom Air, LLC hereby demand and request trial by jury of all issues raised that are triable by jury.

Respectfully submitted,

Dated: October 31, 2019

/s/ Blas P. Arroyo  
Blas P. Arroyo  
Alston & Bird LLP  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
T: 704-444-1012  
F: 704-444-1111  
E: blas.arroyo@alston.com

Counsel for Plaintiffs  
Twist, Inc. and Boom Air, LLC

**OF COUNSEL:**

Charles H. Brown, III  
Paul J. Linden  
Charles D. Pfister  
WOOD HERRON & EVANS, LLP  
441 Vine Street  
2700 Carew Tower  
Cincinnati, Ohio 45202  
T: (513) 241-2324  
F: (513) 241-6234  
E: cbrown@whe-law.com  
plinden@whe-law.com  
cpfister@whe-law.com