

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

VICTAULIC COMPANY, )  
 )  
 Plaintiff, )  
 v. ) C.A. No. \_\_\_\_\_  
 )  
 ANVIL INTERNATIONAL, LLC, ) **JURY TRIAL DEMANDED**  
 )  
 Defendant. )

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff VICTAULIC COMPANY (“Victaulic”), for its Complaint against Defendant ANVIL INTERNATIONAL, LLC (“Anvil”), hereby alleges as follows:

**OVERVIEW OF THE ACTION**

1. This is a patent infringement action brought under 35 U.S.C. § 271 arising from Anvil’s infringement of Victaulic’s United States Patent No. 7,712,796 (“the ’796 patent”) (Exhibit 1), United States Patent No. 10,458,579 (“the ’579 patent”) (Exhibit 2), and United States Patent No. 10,627,025 (“the ’025 patent”) (Exhibit 3), (collectively, the “Asserted Patents”), by the manufacture, use, offer to sell and/or sale, of Anvil’s pre-assembled SLT products with captured couplings (the “Accused Products” or “SLT Products”). The Accused Products infringe the Asserted Patents and Victaulic brings this action to stop Anvil’s infringement of Victaulic’s innovative, patented technology and to recover damages caused by Anvil’s infringement.

**PARTIES**

2. Plaintiff Victaulic is a corporation organized and existing under the laws of the state of New Jersey, with a principal place of business located at 4901 Kesslerville Road, Easton, Pennsylvania, 18040.

3. In 1919, Lt. Ernest Tribe and Dr. Henry Hele-Shaw filed a patent application for what is now known as the Victaulic® grooved coupling. At the time, the concept was groundbreaking: joining pipe with bolted mechanical grooved couplings, using a gasket seal.

The company, originally known as The Victory Pipe Joint Company, was renamed Victaulic which combined the words “VICTory” and “hydrAULIC”.

4. Before the Victaulic® grooved coupling, the piping industry relied primarily on welding, threading, or flanging to join pipe. Victaulic’s innovative design introduced the industry to an efficient, economical way to assemble pipes quickly, safely, and over longer distances than ever before. First used for the transport of water and fuel, Victaulic soon developed couplings for new markets, such as mining, power generation, and commercial construction. Today, with over 100 United States utility patents, Victaulic is known as the leading innovator in piping solutions and services. The company continues to transform the industry with the most advanced engineering technologies and services that allow customers to tackle unique construction challenges.

5. On information and belief, Defendant Anvil is a limited liability company existing under the laws of the state of Delaware with a principal place of business at 2 Holland Way, Exeter, New Hampshire, 03833.

#### **JURISDICTION AND VENUE**

6. This is an action for patent infringement arising under the United States patent laws, 35 U.S.C. §§ 1 et seq.

7. This Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 et seq.

8. This Court has personal jurisdiction over Anvil because Anvil is a Delaware limited liability company. This Court also has jurisdiction over Anvil because, upon information and belief, Anvil, directly or indirectly, uses, offers for sale, and/or sells the Accused Products throughout the United States, including in this judicial district.

9. Venue properly lies in this District pursuant to 28 U.S.C. § 1400(b), because Anvil is a Delaware limited liability company.

**GENERAL BACKGROUND OF THE INVENTIONS**

10. On May 11, 2010, U.S. Patent No. 7,712,796 (“the ’796 Patent”), titled DEFORMABLE MECHANICAL PIPE COUPLING, was issued to John Gibb et al.

11. Since the issuance of the ’796 Patent, Anvil has filed both *ex parte* and *inter partes* reexamination requests seeking reexamination of the ’796 Patent.

12. On October 22, 2013, an Ex Parte Reexamination Certificate was issued by the United States Patent and Trademark Office for the ’796 Patent, which confirmed the patentability of all reexamined claims.

13. On January 24, 2019, an Inter Partes Reexamination Certificate was issued by the United States Patent and Trademark Office for the ’796 Patent, which confirmed the patentability of all reexamined claims.

14. A true and correct copy of the ’796 Patent and the two reexamination certificates are attached to this Complaint as Exhibit 1 (Exh. 1) and are incorporated by reference herein.

15. The ’796 Patent is generally directed towards preassembled deformable mechanical pipe couplings by permitting a pipe joint to be created by inserting a pipe or pipes directly into the preassembled coupling, obviating the need to partially or totally disassemble the coupling components and reassemble them to form the joint. Independent Claim 1 of the ‘796 Patent recites:

In combination, interconnectable pipe coupling segments and a pair of pipe elements, each said coupling segment being positionable straddling facing end portions of said pair of pipe elements for securing said pipe elements together in end-to-end relationship, wherein said end portions of said pipe elements have an outer surface of substantially cylindrical profile, said pipe elements each having a circumferential groove in said outer surfaces of said end portions, and wherein each said segment comprises:

first and second arcuate surfaces adapted to contact the outer surfaces of said pipe elements within said circumferential grooves, said arcuate surfaces being in spaced apart relation to one another on opposite sides of said segment, each of said arcuate surfaces subtending an angle of less than 180° and having a radius of curvature greater than the radius of curvature of said outer surfaces of said pipe elements exclusive of said circumferential grooves; and

connection members for adjustably connecting one coupling segment to another, said connection members being adjustably tightenable for drawing said arcuate surfaces of said segments into contact with said outer surfaces of said pipe elements within said circumferential grooves, said segments being deformable upon adjustable tightening of said connection members so as to substantially conform the curvature of said arcuate surfaces to the outer surfaces of said pipe elements within said circumferential grooves.

16. The '796 Patent is assigned to Victaulic and has been at all relevant times. Victaulic is the owner of the '796 Patent with the right to enforce the '796 Patent.

17. On October 29, 2019, U.S. Patent No. 10,458,579 ("the '579 Patent") titled SPRUNG COUPLING was issued to Matthew A. Bowman et al. A true and correct copy of the '579 Patent is attached to this Complaint as Exhibit 2 (Exh. 2) and is incorporated by reference herein.

18. The '579 Patent is generally directed towards mechanical pipe couplings for joining pipe elements and more specifically to a preassembled combination connecting a captured pipe element to a second pipe element, as well as components thereof. Independent claim 1 of the '579 Patent recites:

A preassembled combination for connecting a captured pipe element to a second pipe element, the captured pipe element defining an axis, the combination comprising:

a coupling assembly comprising

first and second segments connected end to end such that first and second ends of the first segment are connected to first and second ends, respectively, of the second segment, such that the first and second segments surround a central space for axially receiving said second pipe element, wherein said first and second segments are shaped and configured to be drawn toward one another and into engagement with said pipe elements,

first and second shoulders positioned on opposite sides of each of said segments, said shoulders of the segments extending along said segments and projecting radially-inwardly toward said central space,

a first arcuate surface positioned on and extending along each of said first shoulders, said first arcuate surface having two ends and a midpoint there between,

a second arcuate surface positioned on and extending along each of said second shoulders, of the first and second arcuate surfaces facing said central space,

a channel positioned between said first and second shoulders in each of said segments, said channels extending between said ends of said segments and facing said central space, and

an annular ring seal positioned within said channels, said ring seal having inner surfaces sized to receive said pipe elements, said ring seal supporting said segments in spaced apart relation sufficient to permit insertion of said second pipe element into said central space while said segments are attached to one another; and

the captured pipe element, wherein the captured pipe element comprises an annular body, said annular body having an end face located within said central space,

a sealing surface extending around said captured pipe element for engagement with the said inner surface of said ring seal,

a bead projecting outwardly from said sealing surface and extending circumferentially therearound,

a groove axially spaced from said end face, said groove for engagement with said first arcuate surfaces of the first shoulders of the segments, and

a pipe shoulder positioned distal from said end face and adjacent to said groove, wherein said end face of said captured pipe element is retained within the central space by engagement between said bead and said coupling assembly.

19. The '579 Patent is assigned to Victaulic and has been at all relevant times. Victaulic is the owner of the '579 Patent with the right to enforce the '579 Patent

20. On April 21, 2020, U.S. Patent No. 10,627,025 ("the '025 Patent") titled SPRUNG COUPLING was issued to Matthew A. Bowman et al. A true and correct copy of the '025 Patent is attached to this Complaint as Exhibit 3 (Exh. 3) and is incorporated by reference herein.

21. The '025 Patent is generally directed towards mechanical pipe couplings for joining pipe elements and more specifically to a preassembled combination connecting a captured pipe element to a second pipe element. Independent claim 1 of the '025 Patent recites:

A preassembled combination for connecting a captured pipe element to a second pipe element, the combination comprising:

a preassembled coupling comprising:

a plurality of segments attached to one another end to end to form a loop around a central space, each of said segments comprising a first shoulder, a second shoulder, and a channel disposed between the first and second shoulders and facing the central space, wherein the first and second shoulders project radially-inwardly toward the central space, and

a flexible, resilient ring seal positioned in said channels, the ring seal comprising first and second lobes that each extend radially inwardly to define first and second ring inner seal surfaces, respectively; and

the captured pipe element, wherein the captured pipe element comprises a first end disposed within the central space,

a circumferentially extending sealing surface that is aligned with the first ring inner seal surface,

an annular groove,

a pipe shoulder extending radially-outwardly, and a bead extending radially-outwardly and disposed within the central space,

wherein the annular groove, sealing surface, and bead are all axially disposed between the first end and the pipe shoulder,

wherein the bead and sealing surface are both axially disposed between the annular groove and the first end,

wherein the bead extends radially outwardly farther than an inner radial extent of the first lobe,

wherein the coupling and bead are shaped and positioned such that the first end and bead are captured within the central space,

wherein the second shoulders of the plurality of segments are axially disposed between the bead and pipe shoulder and are aligned with the annular groove of the captured pipe element,

wherein the coupling is shaped and configured to permit an end of the second pipe element to be axially inserted into the central space, and

wherein the coupling is shaped and configured such that once the end of the second pipe element is properly inserted into the central space, the plurality of segments can be drawn toward

one another and the central space and thereby cause (1) the first ring inner seal surface to sealingly engage the sealing surface of the captured pipe element, (2) the second ring inner seal surface to sealingly engage a sealing surface of the second pipe element, (3) the second shoulders to engage the groove of the captured pipe element, and (4) the first shoulders to engage an annular groove of the second pipe element, thereby joining the second pipe element with the captured pipe element.

22. The '025 Patent is assigned to Victaulic and has been at all relevant times. Victaulic is the owner of the '025 Patent with the right to enforce the '025 Patent.

### **ANVIL'S INFRINGING PRODUCTS**

23. Upon information and belief, Anvil has and continues to directly and indirectly infringe the Asserted Patents by making, using, selling, and offering for sale at least the Accused Products in the United States and importing into the United States the Accused Products that embody or use the inventions claimed in the Asserted Patents.

24. This is neither the first time that Anvil has infringed the '796 patent, nor is it the first time that Victaulic has sued Anvil for infringing it.

25. Victaulic placed Anvil on notice of the '796 Patent in 2011.

26. Anvil's scorched-earth response included a series of validity challenges filed with the United States Patent and Trademark Office ("USPTO"). First, on February 1, 2012, Anvil filed an *Inter Partes* Reexamination against the '796 Patent (assigned Control No. 95/001,880; second, on September 14, 2012, Anvil filed a request for *Ex Parte* Reexamination; and, finally, on September 15, 2012, Anvil filed a second *Inter Partes* Reexamination against the '796 Patent on September 15, 2012 (assigned Control No. 90/012,656)).

27. None of Anvil's validity challenges were successful. With respect to the second *Inter Partes* Reexamination request, the USPTO did not institute proceedings because Anvil failed to make the threshold showing of a reasonable likelihood that at least one challenged claim was unpatentable. With respect to the *Ex Parte* Reexamination, the USPTO issued an *Ex Parte* Reexamination Certificate on the '796 Patent on October 22, 2013, confirming the patentability of the claims Anvil challenged. Finally, with respect to the first *Inter Partes* Reexamination

request, the USPTO issued an *Inter Partes* Reexamination Certificate for the 796 Patent on January 24, 2019, again confirming the patentability of the claims Anvil challenged.

28. In the meantime, on October 3, 2012, Anvil filed a declaratory judgment action against Victaulic in the United States District Court for the Northern District of Georgia, seeking, among other things, a declaration of noninfringement (the "Georgia Action").

29. Victaulic separately filed suit against Anvil on October 19, 2012 in the United States District Court for the Eastern District of Pennsylvania (the "Pennsylvania Action").

30. The parties engaged in the Georgia Action, the Pennsylvania Action, and related litigation for several years. In October 2016, however, the parties reached what Victaulic believed at the time to be a resolution of these disputes. As part of the resolution, Victaulic granted Anvil a license under the '796 Patent to make a specifically defined set of "Anvil Products."

31. The Accused Products that are the subject of this action are not within the defined set of "Anvil Products;" and Victaulic has not licensed or otherwise consented to Anvil's making, using, offering for sale or selling the Accused Products.

32. Anvil's Accused Products each comprise a pipe element (e.g., a hose, an end cap, etc.) combined with an integrated coupling locked or captured onto the pipe element via interference between a lip on the pipe element and a mating surface on the coupling so as to form a preassembled SLT product.

33. Anvil's Accused Products are sold in a ready for installation format such that a second pipe element may be axially inserted into the preassembled SLT product's coupling so that the coupling can then be tightened to form a joint.

34. Below is a true and correct image of one such Accused Product, the Anvil SlideLOK® Pre-Installed Cap & Coupling:





35. Below is a true and correct image of another such Accused Product, Anvil's FlexHead® SuperFlex® with SLT Technology product:



36. Below is a true and correct image of another such Accused Product, Anvil's SE5-SLT SlideLOK® Pre-installed End of Line fitting:



37. The Accused Products include all sizes of Anvil's SLT Products, and any other models covered by at least one valid claim of the Asserted Patents.

**COUNT I – INFRINGEMENT OF THE '796 PATENT**

38. Victaulic incorporates paragraphs 1 through 37 above by this reference, as though fully set forth herein.

39. All the claims of the '796 Patent asserted herein are presumed valid.

40. Victaulic is the owner of the '796 patent, which was duly and legally issued by the USPTO on May 11, 2010.

41. Anvil has infringed and continues to infringe at least one claim of the '796 patent pursuant to 35 U.S.C. § 271(a), including but not limited to Independent Claims 1 and/or 44, literally or under the doctrine of equivalents, by making, using, offering for sale and selling within the United States and without authority the Accused Products.

42. Attached hereto as Exhibit 4 is a preliminary and exemplary claim chart showing Anvil's infringement of the '796 Patent. The claim chart is not intended to limit Victaulic's right to modify the chart or allege that other activities of Anvil infringe the identified claim or any

other claims of the '796 Patent or any other patents. Exhibit 4 is incorporated herein in its entirety.

43. Upon information and belief, Anvil actively and knowingly induces Anvil's customers to directly infringe one or more claims of the '796 patent, and/or contributes to Anvil's customer's or other third parties' direct infringement of one or more claims by selling or otherwise providing the Accused Products to customers or third parties and/or encouraging customers or third parties to use the Accused Products to form infringing products. *See, e.g.*, Anvil Brochure titled "FIG. FP7074SLT SlideLOK® Pre-Installed Cap & Coupling" (Exhibit 7); Anvil Brochure titled "FLEXHEAD® SuperFlex® with patented SLT Technology" (Exhibit 8); Anvil Brochure titled "FLEXHEAD® Flexible Sprinkler Connections" (Exhibit 9).

44. Upon information and belief, Anvil actively and knowingly encourages the direct infringement of the '796 Patent by instructing and encouraging its customers, users, and buyers to use the Accused Products. For example, Anvil provides promotional literature that advises these customers, users, and buyers to use the Accused Products in an infringing manner, providing a mechanism through which the infringers may infringe the '796 Patent, and by marketing the use of the Accused Products in an infringing manner.

45. On May 21, 2019, Victaulic sent Anvil a letter stating:

The use of the Captured Coupling Products to form a pipe joint in the U.S. is covered by, and therefore infringes at least independent claims 1 and 44 of the '796 patent, as demonstrated by the claim chart attached hereto as Appendix A, as well as numerous dependent claims. Anvil's use of the Captured Coupling Products in the U.S. thus directly infringes the above-listed claims of the '796 patent.

Moreover, Anvil actively and knowingly induces Anvil's customers to directly infringe the above-listed claims and contributes to Anvil's customers' direct infringement of these claims by selling or otherwise providing the Captured Coupling Products to customers or third parties and/or encouraging customers or third parties to use the Captured Coupling Products to form pipe joints. *See, e.g.*, Anvil Brochure titled "FIG. FP7074SLT SlideLOK® Pre-Installed Cap & Coupling" (attached); Anvil Brochure titled "FLEXHEAD® SuperFlex® with patented SLT Technology" (attached); Anvil Brochure titled "FLEXHEAD® Flexible Sprinkler Connections" (attached). Anvil is therefore also liable for induced infringement pursuant 35 U.S.C. § 271(b) and for contributory infringement pursuant to 35 U.S.C. § 271(c).

46. As of Anvil's receipt of that May 21, 2019 letter, Anvil has been selling and distributing the Accused Products with the knowledge and specific intent that Anvil's instructions will cause end-users to directly infringe at least one claim of the '796 patent, and therefore Anvil induces end-users to use the Accused Products that directly infringe at least one claim of the '796 patent.

47. Upon information and belief, Anvil has been and is continuing to contributorily infringe the '796 Patent by selling or offering to sell the Accused Products, which constitutes a material part of an invention covered by at least one claim of the '796 patent. Anvil knows that the Accused Products are especially made or especially adapted for practicing the invention of the '796 Patent and that they are not a staple article or commodity of commerce suitable for substantial non-infringing use. There is no substantial non-infringing use of the Accused Products.

48. Anvil is therefore also liable for induced infringement pursuant 35 U.S.C. § 271(b) and/or for contributory infringement pursuant to 35 U.S.C. § 271(c).

49. Anvil's infringement has damaged and will continue to damage Victaulic, which is entitled to recover the compensatory damages resulting from Anvil's wrongful acts in an amount to be determined at trial, including but not limited to lost profits from lost sales, Anvil's profits for infringing sales, disgorgement, and/or price erosion, and in any event no less than a reasonable royalty.

50. Anvil's infringement has caused, and will continue to cause, irreparable injury to Victaulic, for which damages are an inadequate remedy, unless Anvil is enjoined from any and all activities that would infringe the claims of the '796 Patent.

51. Upon information and belief, at least as early as May 21, 2019, when Victaulic sent a letter to Anvil, Anvil knew of the '796 Patent, and willfully and in disregard for the '796 Patent engaged in the infringing conduct with the intent to infringe the '796 Patent, and without any reasonable basis for believing that it had a right to engage in the infringing conduct.

52. On information and belief, such infringement of the '796 Patent by Anvil will continue unless enjoined by this Court.

**COUNT II – INFRINGEMENT OF THE '579 PATENT**

53. Victaulic incorporates paragraphs 1 through 52 above by this reference, as though fully set forth herein.

54. All the claims of the '579 Patent asserted herein are presumed valid.

55. Victaulic is the owner of the '579 Patent, which was duly and legally issued by the USPTO on October 29, 2019.

56. Anvil has infringed and continues to infringe at least one claim of the '579 Patent pursuant to 35 U.S.C. § 271(a), including but not limited to independent Claim 1 literally or under the doctrine of equivalents, by making, using, offering for sale and selling within the United States and without authority the Accused Products.

57. Attached hereto as Exhibit 5 and incorporated in its entirety herein is a preliminary and exemplary claim chart showing Anvil's infringement of the '579 Patent. The claim chart is not intended to limit Victaulic's right to modify the chart or allege that other activities of Anvil infringe the identified claim or any other claims of the '579 Patent or any other patents.

58. Upon information and belief, Anvil actively and knowingly induces Anvil's customers to directly infringe one or more claims of the '579 Patent and/or contributes to Anvil's customer's or other third parties' direct infringement of one or more claims by selling or otherwise providing the Accused Products to customers or third parties and/or encouraging customers or third parties to use the Accused Products to form infringing products. *See, e.g.*, Anvil Brochure titled "FIG. FP7074SLT SlideLOK® Pre-Installed Cap & Coupling" (Exhibit 7); Anvil Brochure titled "FLEXHEAD® SuperFlex® with patented SLT Technology" (Exhibit 8); Anvil Brochure titled "FLEXHEAD® Flexible Sprinkler Connections" (Exhibit 9).

59. Upon information and belief, Anvil actively and knowingly encourages the direct infringement of the '579 Patent by instructing and encouraging its customers, users, and buyers

to use the Accused Products. For example, Anvil provides promotional literature that advises these customers, users, and buyers to use the Accused Products in an infringing manner, providing a mechanism through which the infringers may infringe the '579 Patent, and by marketing the use of the Accused Products in an infringing manner.

60. On March 2, 2020, Victaulic sent Anvil a letter informing it of the '579 patent and Victaulic's intent to enforce that patent in this lawsuit, and thus Anvil has been on notice since at least as early as that date.

61. As of Anvil's receipt of that March 2, 2020 letter, Anvil has been selling and distributing the Accused Products with the knowledge and specific intent that Anvil's instructions will cause end-users to infringe at least one claim of the '579 patent, and therefore Anvil induces end-users to use the Accused Products that directly infringe at least one claim of the '579 patent.

62. Upon information and belief, Anvil has been and is continuing to contributorily infringe the '579 Patent by selling or offering to sell the Accused Products, which constitutes a material part of an invention covered by at least one claim of the '579 patent. Anvil knows that the Accused Products are especially made or especially adapted for practicing the invention of the '579 Patent and that they are not a staple article or commodity of commerce suitable for substantial non-infringing use. There is no substantial non-infringing use of the Accused Products.

63. Anvil is therefore liable for induced infringement pursuant 35 U.S.C. § 271(b) and/or for contributory infringement pursuant to 35 U.S.C. § 271(c).

64. Anvil's infringement has damaged and will continue to damage Victaulic, which is entitled to recover the compensatory damages resulting from Anvil's wrongful acts in an amount to be determined at trial, including but not limited to lost profits from lost sales, Anvil's profits for infringing sales, disgorgement, and/or price erosion, and in any event no less than a reasonable royalty.



65. Anvil's infringement has caused, and will continue to cause, irreparable injury to Victaulic, for which damages are an inadequate remedy, unless Anvil is enjoined from any and all activities that would infringe the claims of the '579 Patent.

66. Upon information and belief, at least as early as March 2, 2020, when Victaulic sent a letter to Anvil, Anvil knew of the '579 Patent, and willfully and in disregard for the '579 Patent engaged in the infringing conduct with the intent to infringe the '579 Patent and without any reasonable basis for believing that it had a right to engage in the infringing conduct.

67. Additionally, Anvil was on notice of the application that matured into the '579 patent, which published on September 5, 2019 as U.S. Patent Publication No. 2019/0271424A1 and contained claims identical or substantially identical to the '579 patent, at least by virtue of Victaulic enclosing a copy of the application as filed in its letter dated May 21, 2019. Anvil was on notice of that publication, which entitles Victaulic to pre-grant damages under 35 U.S.C. § 154(d) for Accused Products pre-dating the '579 patent's issuance.

68. On information and belief, such infringement of the '579 Patent by Anvil will continue unless enjoined by this Court.

### **COUNT III – INFRINGEMENT OF THE '025 PATENT**

69. Victaulic incorporates paragraphs 1 through 68 above by this reference, as though fully set forth herein.

70. All the claims of the '025 Patent asserted herein are presumed valid.

71. Victaulic is the owner of the '025 Patent, which was duly and legally issued by the USPTO on April 21, 2020.

72. Anvil has infringed and continues to infringe at least one claim of the '025 Patent, including but not limited to Claims 1, 15, 26 and/or 30, pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, offering for sale and selling within the United States and without authority the Accused Products.

73. Attached hereto as Exhibit 6 and incorporated herein in its entirety is a preliminary and exemplary claim chart showing Anvil's infringement of the '025 Patent. The

claim chart is not intended to limit Victaulic's right to modify the chart or allege that other activities of Anvil infringe the identified claim or any other claims of the '025 Patent or any other patents.

74. Upon information and belief, Anvil actively and knowingly induces Anvil's customers to directly infringe at least one claim of the '025 Patent, including, but not limited to Claims 15 and 30, and contributes to Anvil's customers' direct infringement of these claims by selling or otherwise providing the Accused Products to customers or third parties and/or encouraging customers or third parties to use the Accused Products (1) to form a product that infringes at least claim 15 of the '025 patent, and/or (2) in a manner that infringes at least claim 30 of the '025 Patent. See, e.g., Anvil Brochure titled "FIG. FP7074SLT SlideLOK® Pre-Installed Cap & Coupling" (Exhibit 7); Anvil Brochure titled "FLEXHEAD® SuperFlex® with patented SLT Technology" (Exhibit 8); Anvil Brochure titled "FLEXHEAD® Flexible Sprinkler Connections" (Exhibit 9).

75. Upon information and belief, Anvil actively and knowingly encourages the direct infringement of the '025 Patent by instructing and encouraging its customers, users, and buyers to use the Accused Products (1) to form a product that infringes at least claim 15 of the '025 patent, and/or (2) in a manner that infringes at least claim 30 of the '025 Patent. For example, Anvil provides promotional literature that advises these customers, users, and buyers to use the Accused Products in an infringing manner, providing a mechanism through which the infringers may infringe the '025 Patent, and by marketing the use of the Accused Products in an infringing manner.

76. On May 21, 2019, Victaulic sent Anvil a letter explaining that the Accused Products are covered by claims of the application (U.S. Serial No. 16/413,737) that issued as the '025 Patent. Anvil has therefore been on notice of such infringement since even before the '025 Patent's issuance on April 21, 2020.

77. Since the April 21, 2020 issuance of the '025 Patent, Anvil has been selling and distributing the Accused Products with the knowledge and specific intent that Anvil's



instructions will cause end-users to infringe at least claims 15 and 30 of the '025 patent, and therefore Anvil induces end-users to use the Accused Products that directly infringe at least one claim of the '025 patent.

78. Upon information and belief, Anvil has been and is continuing to contributorily infringe the '025 Patent by selling or offering to sell the Accused Products, which constitutes a material part of an invention covered by at least one claim of the '025 patent. Anvil knows that the Accused Products are especially made or especially adapted for practicing the invention of the '025 Patent, including claims 15 and 30, and that they are not a staple article or commodity of commerce suitable for substantial non-infringing use. There is no substantial non-infringing use of the Accused Products.

79. Anvil is therefore liable for induced infringement of the '025 Patent pursuant 35 U.S.C. § 271(b) and for contributory infringement of the '025 Patent pursuant to 35 U.S.C. § 271(c).

80. Anvil's infringement has damaged and will continue to damage Victaulic, which is entitled to recover the compensatory damages resulting from Anvil's wrongful acts in an amount to be determined at trial, including but not limited to lost profits from lost sales, Anvil's profits for infringing sales, disgorgement, and/or price erosion, and in any event no less than a reasonable royalty.

81. Anvil's infringement has caused, and will continue to cause, irreparable injury to Victaulic, for which damages are an inadequate remedy, unless Anvil is enjoined from any and all activities that would infringe the claims of the '025 Patent.

82. On information and belief, at least as early as April 21, 2020, the infringing conduct by Anvil is or has been willful and in disregard for the '025 Patent, with the intent to infringe the '025 Patent and without any reasonable basis for believing that it had a right to engage in the infringing conduct.

83. Additionally, Anvil was on notice of the application that matured into the '025 patent, which published on September 5, 2019 as U.S. Patent Publication No.

2019/0271423A1 and contained claims identical or substantially identical to the '025 patent, at least by virtue of Victaulic enclosing a copy of the application as filed in its letter dated May 21, 2019. Anvil was on notice of that publication, which entitles Victaulic to pre-grant damages under 35 U.S.C. § 154(d) for Accused Products pre-dating the '025 patent's issuance.

84. On information and belief, such infringement of the '025 Patent by Anvil will continue unless enjoined by this Court.

**PRAYER FOR JUDGMENT AND RELIEF**

WHEREFORE, Victaulic respectfully requests judgment and relief as follows:

(a) Pursuant to 35 U.S.C. § 271, a determination that Anvil has infringed, contributorily infringed, and/or actively induced infringement of the '796 Patent;

(b) Pursuant to 35 U.S.C. § 283, an order that Anvil and those in privity with Anvil be preliminarily and permanently enjoined from infringing and/or inducing or contributing to the infringement of the '796 Patent;

(c) Pursuant to 35 U.S.C. § 284, an award of damages against Anvil adequate to compensate Victaulic for infringement of the '796 Patent including enhanced damages for willfulness, but in no event less than a reasonable royalty, together with prejudgment interest, costs and disbursements as fixed by the Court;

(d) Pursuant to 35 U.S.C. § 271, a determination that Anvil has infringed the '579 Patent;

(e) Pursuant to 35 U.S.C. § 283, an order that Anvil and those in privity with Anvil be preliminarily and permanently enjoined from infringing the '579 Patent;

(f) Pursuant to 35 U.S.C. § 284, an award of damages against Anvil adequate to compensate Victaulic for infringement of the '579 Patent including enhanced damages for willfulness, but in no event less than a reasonable royalty, together with prejudgment interest, costs and disbursements as fixed by the Court;

(g) Pursuant to 35 U.S.C. § 154(d), pre-grant royalties for Accused Products prior to the '579 patent's issuance;

(h) Pursuant to 35 U.S.C. § 271, a determination that Anvil has infringed the '025 Patent;

(i) Pursuant to 35 U.S.C. § 283, an order that Anvil and those in privity with Anvil be preliminarily and permanently enjoined from infringing the '025 Patent;

(j) Pursuant to 35 U.S.C. § 284, an award of damages against Anvil adequate to compensate Victaulic for infringement of the '025 Patent including enhanced damages for willfulness, but in no event less than a reasonable royalty, together with prejudgment interest, costs and disbursements as fixed by the Court;

(k) Pursuant to 35 U.S.C. § 154(d), pre-grant royalties for Accused Products prior to the '025 patent's issuance;

(l) Ordering an accounting for any infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales;

(m) Pursuant to 35 U.S.C. § 285, a determination that this is an exceptional case and an assessment of reasonable attorneys' fees against Anvil;

(n) An award of pre- and post-judgment interest as permitted;

(o) Such other and further relief as the Court deems equitable and just.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all issues so triable by right pursuant to Federal Rule of Civil Procedure 38.

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*/s/ Brian P. Egan*

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