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17
18 **IN THE UNITED STATES DISTRICT COURT**
19 **DISTRICT OF NEVADA**

20 **TRAEGER PELLET GRILLS LLC,**

21 **Plaintiff,**

22 **v.**

23 **GMG PRODUCTS LLC,**

24 **Defendant.**

Case No. 2:20-cv-2161

COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiff Traeger Pellet Grills LLC (“Traeger”) demands a jury trial and alleges the
2 following as its Complaint against Defendant GMG Products LLC (“GMG”):

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4 **NATURE OF THE ACTION**

5 1. This is a civil action for willful patent infringement of United States Patent No.
6 10,158,720 (the “’720 Patent”) and United States Patent No. 10,218,833 (the “’833 Patent”)
7 (collectively, the “Asserted Patents” and the “Asserted Claims”) pursuant to 35 U.S.C. § 1, *et*
8 *seq.*, and for such other relief as the Court deems just and proper.

9 2. Traeger is an innovative grill manufacturing company. It is the leading seller of
10 wood-pellet grills and second-leading seller of overall grills sold in the United States. Traeger
11 invented the original wood-fired grill in Mt. Angel, Oregon, over 30 years ago and has refined its
12 products through decades of mastering the craft of wood-fired cooking and by developing
13 innovative technologies for its grills, including its cloud-connected technology called WiFIRE®.
14 Traeger is headquartered in Salt Lake City, Utah, where it has hundreds of employees. Traeger
15 invests millions of dollars annually to continue to develop its wood-pellet grills and sell such
16 grills throughout the United States. These investments have allowed Traeger to successfully sell
17 its grills throughout the United States through its network of local Traeger dealers, positively
18 impacting hundreds of small businesses that successfully sell Traeger wood-pellet grills.

19 3. Defendant GMG Products LLC (“Defendant GMG,” “Defendant” or “GMG”)
20 imports into, sells in, uses in, and/or offers to sell in the United States cloud-connected wood-
21 pellet grills (collectively, the “Accused Products”).

22 4. Defendant GMG directly (literally and/or under the doctrine of equivalents) and
23 indirectly infringes at least one claim of each of the Asserted Patents as explained in detail in the
24 Counts below. The Asserted Claims of the Asserted Patents include at least claims 1, 2, 12, 16,
25 and 21–22 of the ’720 Patent and 1, 2, 3, 6–9, 11–14, 18 and 22–24 of the ’833 Patent.

1 11. Defendant GMG Products LLC has its principal place of business at 72315 US
2 HWY 101, Lakeside, Oregon, 97449, USA, with its registered agent in Oregon located at GKL
3 Registered Agents of NV, Inc. 3064 Silver Sage Drive, Suite 150, Carson City, NV, 89701,
4 USA.

5 12. On information and belief, Defendant GMG imports into, sells in, uses in, and/or
6 offers to sell in the United States the Accused Products.

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8 **JURISDICTION AND VENUE**

9 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
10 1338(a) because the claims alleged herein arise under the patent laws of the United States, 35
11 U.S.C. § 1, *et seq.*

12 14. This Court has personal jurisdiction over Defendant GMG because Defendant
13 GMG is incorporated in the state of Nevada and because Defendant GMG has committed acts of
14 patent infringement in this judicial district, has systematic and continuous contacts in this judicial
15 district, regularly transacts business within this judicial district, and regularly avails itself of the
16 benefits of this judicial district.

17 15. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C.
18 § 1400(b). In particular, venue is proper in this district because Defendant GMG Products LLC
19 is a corporation organized under the laws of Nevada with its registered agent in Nevada located
20 at 3064 Silver Sage Drive, Suite 150, Carson City, Nevada, 89701, USA and its manager located
21 at 316 California Ave. Suite 1065, Reno, Nevada 89509.

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23 **ASSERTED PATENTS**

24 **The '720 Patent (U.S. Patent No. 10,158,720)**

25 16. Traeger owns by valid assignment the right, title, and interest in the '720 Patent
26 entitled, "Cloud System for Controlling Outdoor Grill with Mobile Application," which issued
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1 on December 18, 2018 and named Michael Colston as the inventor. The '720 Patent issued from
2 U.S. Patent Application Serial No. 15/954,199.

3 17. The '720 Patent generally relates to remotely controlling a cloud-connected
4 outdoor appliance, such as a grill or smoker, via a cloud-computing system for use in remote
5 cooking. In particular, the claims of the '720 Patent are directed to methods of using a cloud-
6 based system for communicating with the cloud-connected grill. The grill is connected to a
7 cloud-computing platform. Also connected to the cloud-computing platform, by way of a Wi-Fi
8 or radio network, is a user's mobile device operating a software application. The user
9 communicates with the grill via the application on the mobile device, which sends instructions to
10 the cloud-computing platform, which in turn, provides those instructions to the grill. The cloud-
11 connected grill communicates with the mobile device by sending connectivity and other
12 operational information to the cloud-computing platform, which in turn, provides the information
13 to the application on the user's mobile device.

14 18. The solution in the '720 Patent overcomes the problem of connecting to a grill
15 only through nearfield connection methods such as Bluetooth that "necessitate that the user of
16 the appliance still be within a certain proximity of the appliance" to monitor and control the
17 operation of the grill.

18 **The '833 Patent (U.S. Patent No. 10,218,833)**

19 19. Traeger owns by valid assignment the right, title, and interest in the '833 Patent
20 entitled, "Mobile Application for Controlling Outdoor Grill," which issued on February 26, 2019
21 and named Michael Colston as the inventor. The '833 Patent issued from U.S. Patent
22 Application Serial No. 15/510,996.

23 20. The '833 Patent generally relates to a mobile application for remotely controlling
24 a cloud-connected outdoor appliance, such as a grill or smoker, via a cloud-computing system for
25 use in remote cooking. In particular, the claims of the '833 Patent are directed to methods of
26 using the mobile application that communicates with and controls operation of the cloud-
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1 connected grill. The grill is connected to a cloud-computing platform. Also connected to the
2 cloud-computing platform, by way of a Wi-Fi or radio network, is a user's mobile device
3 operating a software application. The user communicates with the grill via the mobile
4 application on the mobile device, which sends instructions to the cloud-computing platform,
5 which in turn, provides those instructions to the grill. The cloud-connected grill communicates
6 with the mobile device by sending connectivity and other operational information to the cloud-
7 computing platform, which in turn, provides the information to the mobile application on the
8 user's mobile device.

9 21. The solution in the '833 Patent overcomes the problem of connecting to the grill
10 only through nearfield connection methods that "necessitate that the user of the appliance still be
11 within a certain proximity of the appliance" to monitor and control the operation of the grill.

12 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 10,158,720**

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14 22. Plaintiff incorporates by reference the allegations in paragraphs 1 through 21, as if
15 fully set forth herein.

16 23. On information and belief, Defendant GMG imports into, sells in, uses in, and/or
17 offers to sell in the United States the Accused Products. Defendant GMG's acts in the United
18 States infringe, both directly and indirectly, the '720 Patent.

19 24. Examples of the products that infringe the '720 Patent include Defendant GMG's
20 products with "WiFi Smart Control," which includes all of Defendant GMG's "Prime Grills" and
21 certain of Defendant GMG's "Choice" grills: "Jim Bowie Prime," "Daniel Boone Prime,"
22 "Davy Crockett Prime," Big Pig Trailer Prime," "Jim Bowie Choice," and "Daniel Boone
23 Choice." *See, e.g., Grill Model Comparison Chart, available at*
24 <https://greenmountaingrills.com/prime-grill-comparison/>. These products infringe the '720
25 Patent when operated in the United States in the manner for which they are designed. Traeger
26 has not yet had the benefit of discovery, and thus this identification of specific models or types of
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1 products is not intended to limit the scope of the Accused Products. Any remedy should extend
2 to all of Defendant GMG's infringing products.

3 25. On information and belief, use of the Accused Products directly infringes at least
4 independent claims 1, 12, and 16 and dependent claims 2, 21, and 22 of the '720 Patent.

5 26. Defendant GMG has violated 35 U.S.C. § 271(a), (b), and (c) by infringing the
6 Asserted Patents directly, either literally or under the doctrine of equivalents, and indirectly.
7 Defendant GMG directly infringes by using in the United States the systems and methods of the
8 Asserted Claims of the '720 Patent through Defendant GMG's operation, demonstration, and/or
9 testing of Defendant GMG's cloud-connected grills with "WiFi Smart Control" in conjunction
10 with Defendant GMG's cloud-based server and mobile application. In addition, Defendant
11 GMG's retailers and customers directly infringe by using the systems and methods of the
12 Asserted Claims of the '720 Patent when operating Defendant GMG's cloud-connected grills
13 with "Wifi Smart Control" in conjunction with Defendant GMG's cloud-based server and mobile
14 application.

15 27. Additionally, Defendant GMG indirectly infringes because it knowingly and
16 intentionally encourages and/or aids its retailers and customers to practice the systems and
17 methods of the Asserted Claims of the '720 Patent by offering to sell, selling, and importing the
18 Accused Products to its customers in the United States and providing to its retailers and
19 customers instructions for using the Accused Products in conjunction with Defendant GMG's
20 cloud-based server and mobile application in an infringing manner. Defendant GMG provides
21 these instructions at least via its product manuals, its publicly accessible website, its mobile
22 device software application, and its other publicly accessible advertising and documents.
23 Defendant GMG had knowledge of its infringement of '720 Patent at least as early as March 14,
24 2018 when Traeger sent Defendant GMG a cease-and-desist letter identifying U.S. Patent App.
25 Pub. No. 2017/0289336 (the "336 Publication") of the application to which the '720 Patent
26 claims priority.

1 28. Defendant GMG also had knowledge of its infringement of the '720 Patent at
2 least as early as its December 18, 2018 issue date because Defendant GMG filed a petition for
3 post-grant review on the '720 Patent on the very same date. Defendant GMG also has
4 knowledge of its infringement of the '720 Patent from the filing and service of this complaint.
5 Defendant GMG actively promotes the sale, use, and importation of its infringing cloud-
6 connected wood-pellet grills in marketing materials, technical specifications, data sheets, web
7 pages on its website, press releases, and user manuals, as well as at trade shows and through its
8 sales and distribution channels that encourage infringing sales, offers to sell, and importation of
9 the Accused Products. By these actions, Defendant GMG has had the specific intent to induce,
10 or was willfully blind to inducing infringement of the '720 patent.

11 29. On information and belief, Defendant GMG creates, endorses, and/or controls all
12 content posted on its website domain (greenmountaingrills.com) and the “Green Mountain
13 Grills” YouTube channel (www.youtube.com/channel/UCHSo9uoChX7HzISlptiFK3w).

14 30. On information and belief, Defendant GMG also contributes to infringement of
15 the Asserted Claims of the '720 Patent by others, including retailers and customers who use
16 Defendant GMG 's cloud-connected wood-pellet grills within the United States, by offering to
17 sell, selling, and importing the Accused Products in the United States which are specially made
18 or adapted for use in an infringing manner and are not staple articles of commerce suitable for
19 substantial non-infringing use.

20 31. A preliminary and exemplary claim chart comparing the Asserted Claims of the
21 '720 Patent to Defendant GMG's Accused Products is attached as Exhibit 5.

22 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 10,218,833**

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24 32. Plaintiff incorporates by reference the allegations in paragraphs 1 through 31, as if
25 fully set forth herein.

1 33. On information and belief, Defendant GMG imports into, sells in, uses in, and/or
2 offers to sell in the United States the Accused Products. Defendant GMG's acts in the United
3 States infringe, both directly and indirectly, the '833 Patent.

4 34. Examples of the products that infringe the '833 Patent include Defendant GMG's
5 products with "WiFi Smart Control," which includes all of Defendant GMG's "Prime Grills" and
6 certain of Defendant GMG's "Choice" grills: "Jim Bowie Prime," "Daniel Boone Prime,"
7 "Davy Crockett Prime," Big Pig Trailer Prime," "Jim Bowie Choice," and "Daniel Boone
8 Choice." *See, e.g.,* Grill Model Comparison Chart, *available at*
9 <https://greenmountaingrills.com/prime-grill-comparison/>. These products infringe the Asserted
10 Claims of the '833 Patent when operated in the United States in the manner in which they are
11 designed. Traeger has not yet had the benefit of discovery, and thus this identification of specific
12 models or types of products is not intended to limit the scope of the Accused Products. Any
13 remedy should extend to all of Defendant GMG's infringing products.

14 35. On information and belief, use of the Accused Products directly infringes
15 independent claims 1, 11, and 18 and dependent claims 2, 3, 6-9, 12-14, and 22-24 of the '833
16 Patent.

17 36. Defendant GMG has violated 35 U.S.C. § 271(a), (b), and (c) by infringing the
18 Asserted Patents directly, either literally or under the doctrine of equivalents, and indirectly.
19 Defendant GMG directly infringes by using in the United States the systems and methods of the
20 Asserted Claims of the '833 Patent through Defendant's operation, demonstration, and/or testing
21 of GMG's cloud-connected grills with "WiFi Smart Control" in conjunction with Defendant
22 GMG's cloud-based server and mobile application. In addition, Defendant GMG's retailers and
23 customers directly infringe by using the systems and methods of the Asserted Claims of the '833
24 Patent when operating Defendant GMG's cloud-connected grills with "Wifi Smart Control" in
25 conjunction with Defendant GMG's cloud-based server and its mobile application.

26 37. Additionally, Defendant GMG indirectly infringes because it knowingly and
27 intentionally encourages and/or aids its retailers and customers to practice the systems and
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1 methods of the Asserted Claims of the '833 Patent by offering to sell, selling, and importing the
2 Accused Products to its customers in the United States and providing instructions for using the
3 Accused Products in conjunction with Defendant GMG's cloud-based server and mobile
4 application in an infringing manner. Defendant GMG provides these instructions at least via its
5 product manuals, its publicly accessible website, its mobile device software application, and its
6 other publicly accessible advertising and documents.

7 38. Defendant GMG had knowledge of its infringement of the '833 Patent at least as
8 early as March 14, 2018 when Traeger sent Defendant GMG a cease-and-desist letter identifying
9 the '336 Publication of the application that eventually issued as the '833 Patent.

10 39. Defendant GMG also had knowledge of its infringement of the '833 Patent at
11 least as early as its February 26, 2019 issue date because Defendant GMG filed a petition for
12 post-grant review on the '833 patent on the very same date. Defendant GMG also has
13 knowledge of its infringement of the '833 Patent from the filing and service of this complaint.
14 Defendant GMG actively promotes the sale, use, and importation of its infringing cloud-
15 connected wood-pellet grills in marketing materials, technical specifications, data sheets, web
16 pages on its website, press releases, and user manuals, as well as at trade shows and through its
17 sales and distribution channels that encourage infringing sales, offers to sell, and importation of
18 the Accused Products. By these actions, Defendant GMG has had the specific intent to induce,
19 or was willfully blind to inducing infringement of the '833 Patent.

20 40. On information and belief, Defendant GMG creates, endorses, and/or controls all
21 content posted on its website domain (greenmountaingrills.com) and the "Green Mountain
22 Grills" YouTube channel (www.youtube.com/channel/UCHSo9uoChX7HzISlptiFK3w).

23 41. On information and belief, Defendant GMG also contributes to infringement of
24 the Asserted Claims of the '833 Patent by others, including retailers and customers who use
25 Defendant GMG's cloud-connected wood-pellet grills within the United States, by offering to
26 sell, selling, and importing the Accused Products in the United States which are specially made
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1 or adapted for use in an infringing manner and are not staple articles of commerce suitable for
2 substantial non-infringing use.

3 42. As explained above, Defendant GMG had actual knowledge of its infringement of
4 the '833 Patent at least as early as March 14, 2018, when Traeger sent Defendant GMG a cease-
5 and-desist letter identifying the '336 Publication, the application to which eventually issued as
6 the '833 Patent. Defendant GMG also had knowledge of its infringement of the '833 Patent at
7 least as early as its issue date of February 26, 2019 because Defendant GMG filed a petition for
8 post-grant review on the '833 Patent on the very same date.

9 43. A preliminary and exemplary claim chart comparing the Asserted Claims of the
10 '833 Patent to Defendant GMG's Accused Products is attached as Exhibit 6.

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12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff Traeger prays for the following judgement and relief against
14 Defendant GMG:

- 15 (a) A judgment that Defendant GMG has infringed and is infringing the '720 Patent
16 and the '883 Patent under at least 35 U.S.C. §§ 271(a), (b), and/or (c);
- 17 (b) A judgment that Defendant GMG's infringement of the '720 Patent and the '883
18 Patent was and is willful;
- 19 (c) A permanent injunction against Defendant GMG and its affiliates, subsidiaries,
20 assigns, employees, or agents from directly infringing, inducing, or contributing
21 to the infringement of the '720 Patent and the '883 Patent;
- 22 (d) An award of all damages, to be obtained from any and all of Defendant GMG's
23 assets, adequate to compensate Plaintiff Traeger for the infringement committed
24 by Defendant GMG, pursuant to at least 35 U.S.C. § 284;
- 25 (e) An award of enhanced damages, to be obtained from any and all of Defendant
26 GMG's assets, or three times the amount found or assessed for GMG's willful
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1 patent infringement, pursuant to 35 U.S.C. § 284, including prejudgment interest
2 on such damages;

3 (f) An order finding this case exceptional and awarding Traeger its attorneys' fees, to
4 be obtained from any and all of Defendant GMG's assets, pursuant to 35 U.S.C.
5 § 285, including prejudgment interest on such fees;

6 (g) An accounting and supplemental damages for all damages occurring after the
7 period for which discovery is taken, and after discovery closes, through the
8 Court's decision regarding the imposition of a permanent injunction;

9 (h) An award of Traeger's costs and expenses of this suit as a prevailing party, to be
10 obtained from any and all of Defendant GMG's assets; and

11 (i) Such other relief, in law or equity, as this Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

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14 Pursuant to Federal Rule of Civil Procedure 38(b), Traeger hereby demands a trial by
15 jury on all issues so triable.
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1 Dated: November 24, 2020

Respectfully submitted,

3 /s/ Ryan M. Lower

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