

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA**

GRAND DESIGN RV, LLC

Plaintiff,

v.

THOR INDUSTRIES, INC.; KEYSTONE RV
COMPANY; and JAYCO, INC.

Defendants

Case No. 3:21-cv-25

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

This is a patent infringement action by Plaintiff Grand Design RV, LLC (“Grand Design”) seeking damages and other relief for infringement of U.S. Patent No. 10,046,690 (the “690 Patent”) and U.S. Patent No. 10,654,398 (the “398 Patent”) by Defendants Thor Industries, Inc. (“Thor”), Keystone RV Company (“Keystone”), and Jayco, Inc. (“Jayco”) (collectively, “Defendants”).

PARTIES

1. Plaintiff Grand Design is a limited liability company organized under the laws of Indiana, with its principal place of business at 11333 County Road 2, Middlebury, Indiana 46540. Grand Design is an industry leader in the design, manufacture, and sale of recreational vehicles.

2. Upon information and belief, Defendant Thor is a corporation organized under the laws of Delaware, with its principal place of business at 601 East Beardsley Avenue, Elkhart, Indiana 46514.

3. Upon information and belief, Defendant Keystone is a corporation organized under the laws of Delaware, with its principal place of business at 2642 Hackberry Drive, Goshen, Indiana 46526. Keystone is a subsidiary and agent of Thor.

4. Upon information and belief, Defendant Jayco is a corporation organized under the laws of Indiana, with its principal place of business at 903 South Main Street, Middlebury, Indiana 46540. Jayco is a subsidiary and agent of Thor.

5. Grand Design and Defendants are in the business of—and compete directly in—making and selling recreational vehicles, including the products at issue in this lawsuit.

JURISDICTION AND VENUE

6. This is a civil action arising under the patent laws of the United States, 35 U.S.C. § 100, *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. This Court has personal jurisdiction over Defendants Thor, Keystone, and Jayco because each of them is headquartered and has its principal place of business within this district, regularly conducts business within this district, and has committed the acts of patent infringement alleged herein within this district.

8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400(b) including for the same reasons stated above.

GRAND DESIGN'S INNOVATION AND ASSERTED PATENTS

9. Grand Design was founded on providing innovative and industry-leading recreational vehicle products. As part of its industry leadership, Grand Design pioneered a new class of “toy hauler” recreational vehicles.

10. Grand Design’s lines of recreational vehicles incorporating embodiments of the claimed inventions have enjoyed commercial success and have been praised by industry publications—for example, Grand Design’s Momentum® 376TH was named by RV PRO as a 2016 “Best of Show” product.

11. As one example, below is a floorplan of Grand Design’s Momentum® Toy Hauler (376THS floorplan). The garage is located below the bed (left room), and, as indicated in the floorplan, the bed can be raised vertically to extend the height of the garage, making it suitable for storing larger equipment such as a motorcycle:



(Momentum 376THS Floorplan)

12. Grand Design sought and received patent protection for its innovative recreational vehicles.

13. The '690 Patent, entitled "Toy Hauler Recreational Vehicle," was filed on September 16, 2016 and issued on August 14, 2018. The '690 Patent names Nathan Goldenberg, Ryan B. Getz, and Thomas R. Cramer as inventors. A true and correct copy of the '690 Patent is attached as Exhibit A. Grand Design is the assignee and owner of the entire right, title, and interest in the '690 Patent.

14. The '398 Patent, entitled "Toy Hauler Recreational Vehicle," was filed on August 8, 2018 and issued on May 19, 2020. The '398 Patent is a continuation of the application resulting in the '690 Patent and names Nathan Goldenberg, Ryan B. Getz, and Thomas R. Cramer as inventors. A true and correct copy of the '398 Patent is attached as Exhibit B. Grand Design is the assignee and owner of the entire right, title, and interest in the '398 Patent.

15. Below is Figure 1 of the '690 and '398 Patents, which depicts an exemplary floorplan of one embodiment of the invention. In this embodiment, a bed is positioned above the garage and can be raised and lowered to adjust the size of the garage.

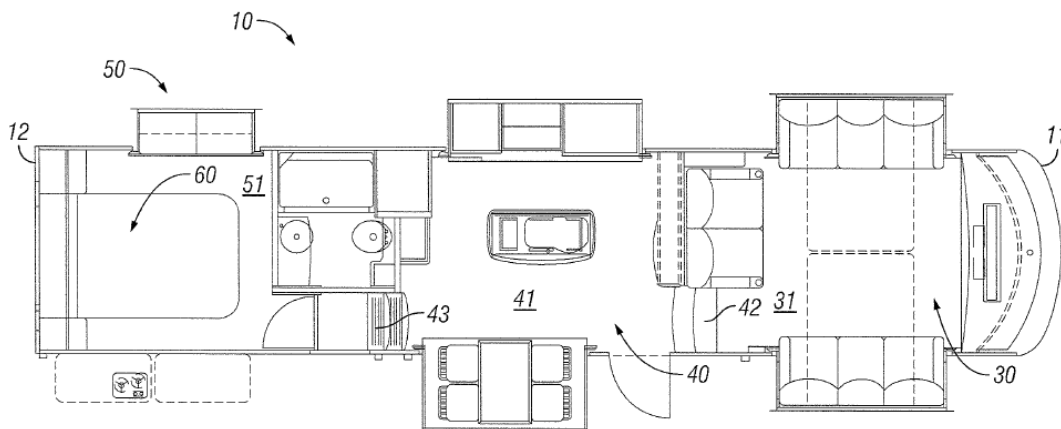


FIG. 1

ACCUSED PRODUCTS

16. Defendants compete with Grand Design in the recreational vehicle market.

17. Defendants have infringed and continue to infringe the '690 Patent and/or the '398 Patent by making, using, selling, offering to sell, and/or importing, in the United States, recreational vehicles that embody the inventions claimed in the '690 Patent and/or the '398 Patent ("Accused Products").

18. The Accused Products include, for example and without limitation, models of the Keystone Montana High Country Toy Hauler (including the 380TH, 381TH, 382TH, and 383TH), the Keystone Raptor Toy Hauler (including the 427), the Keystone Fuzion Toy Hauler (including the 410), the Jayco Northpoint Toy Hauler (including the 385THWS), and all other substantially similar models.

19. On or around November 8, 2018, Grand Design informed Defendants that multiple recreational vehicles manufactured, used, and sold by Defendants infringed the '690 Patent, including, for example, the Keystone Montana High Country (380TH floorplan).

20. On or around December 13, 2018, after further correspondence between the parties, Grand Design provided Defendants with an exemplary claim chart showing infringement of the '690 Patent by the Accused Products, and further informed Defendants that the Keystone Montana High Country (381TH floorplan), the Jayco Northpoint (385THWS floorplan), the Keystone Raptor (427 floorplan), and the

Keystone Fuzion (410 floorplan) were additional examples of products that infringe the '690 Patent.

21. On June 18, 2020, Grand Design notified Defendants that the United States Patent and Trademark Office had issued the '398 Patent to Grand Design, and that multiple recreational vehicles they manufactured, used, and sold infringed the '398 Patent, including, for example, the Keystone Montana High Country (380TH, 381TH, 382TH, and 383TH floorplans), the Keystone Raptor (427 floorplan), and the Keystone Fuzion (410 floorplan).

22. Upon information and belief, despite being informed of their infringement, Defendants have willfully continued to infringe the '690 Patent and/or the '398 Patent by making, using, selling, offering to sell, and/or importing the Accused Products.

COUNT ONE: INFRINGEMENT OF THE '690 PATENT

23. Grand Design incorporates by reference the allegations in all preceding paragraphs as if fully set forth herein.

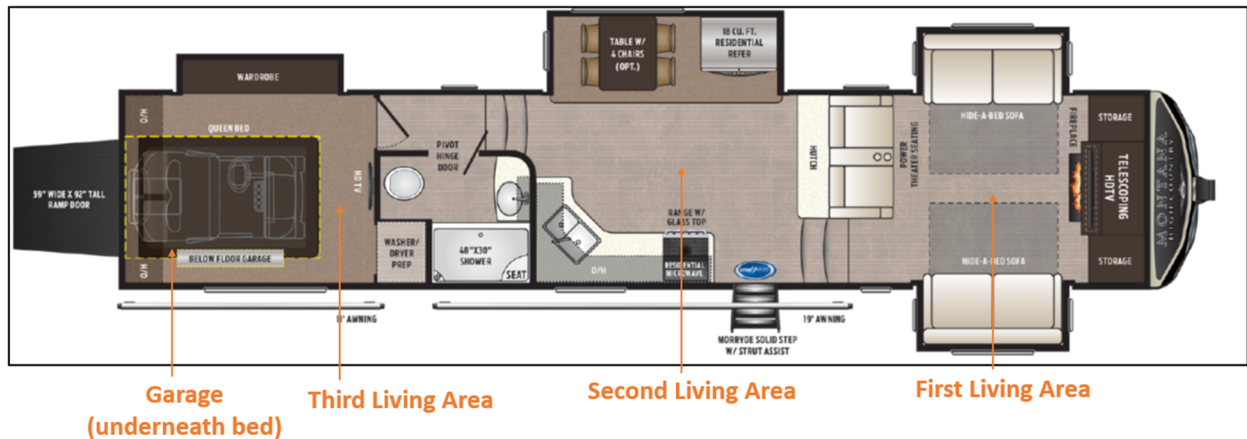
24. Claim 1 of the '690 Patent recites:

1. A recreational vehicle comprising:
 - [a] a first living area having a floor;
 - [b] a second living area having a floor located at a level below the floor of the first living area;
 - [c] a third living area having a floor located at a level above the level of the floor of the second living area;
 - [d] a garage having a floor and located below the third living area;
 - [e] a chassis having a first section located beneath the first living area, a second section located beneath the second living area, a third section located beneath the third living area and the garage, and a pair of longitudinally extending side rails extending the length of the third section and extending a portion of the length of the second section, the side rails having an upper surface;
 - [f] a truss located in the second section, the truss having a first end connected to one of the side rails and a second end connected to the other side rail, the truss having an upper surface; and
 - [g] a beam located in the third section, the beam having a first end connected to one of the side rails and a second end connected to the other side rail, the beam having an upper surface located at a level lower than the upper surface of the truss, wherein the third section includes an unobstructed area above the beam and between the side rails.

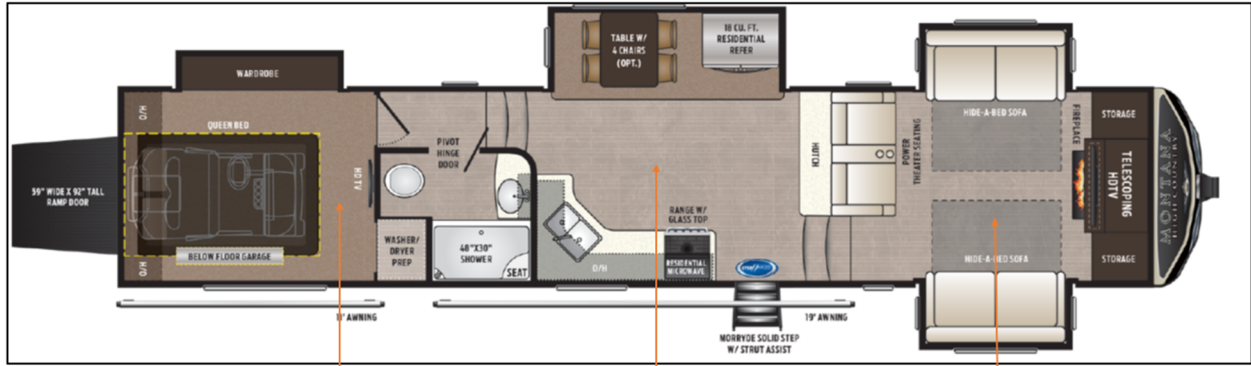
25. Defendants have been and/or are presently directly infringing one or more claims of the '690 Patent, including at least claim 1 of the '690 Patent, either literally or under the doctrine of equivalents, including through making, using, selling, offering for sale, and/or importing recreational vehicles. Exemplary infringing products include models of Keystone's Montana High Country Toy Hauler, Raptor Toy Hauler, and

Fuzion Toy Hauler; models of Jayco's Northpoint Toy Hauler; and all other substantially similar products and models.

26. As one non-limiting example, the Keystone Montana High Country 381TH Toy Hauler embodies all the limitations of claim 1 of the '690 Patent. For example, the Keystone Montana High Country 381TH Toy Hauler is a recreational vehicle that comprises: [a] a first living area having a floor; [b] a second living area having a floor located at a level below the floor of the first living area; [c] a third living area having a floor located at a level above the level of the floor of the second living area; and [d] a garage having a floor and located below the third living area.



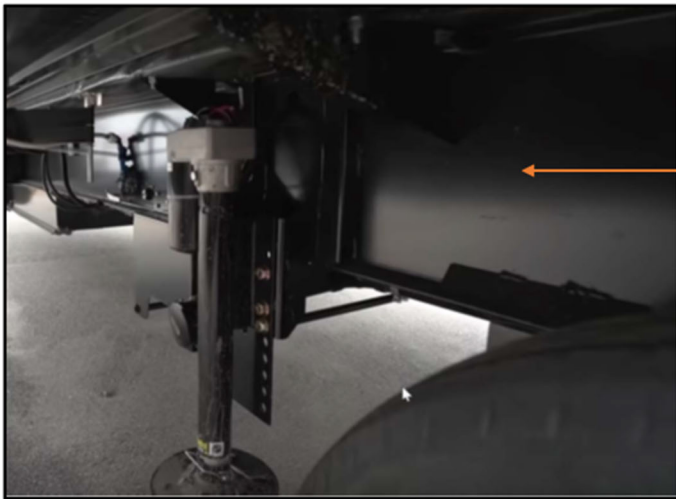
27. The Keystone Montana High Country 381TH Toy Hauler further comprises [e] a chassis having a first section located beneath the first living area, a second section located beneath the second living area, a third section located beneath the third living area and the garage, and a pair of longitudinally extending side rails extending the length of the third section and extending a portion of the length of the second section, the side rails having an upper surface.



3rd section of chassis beneath 3rd living area

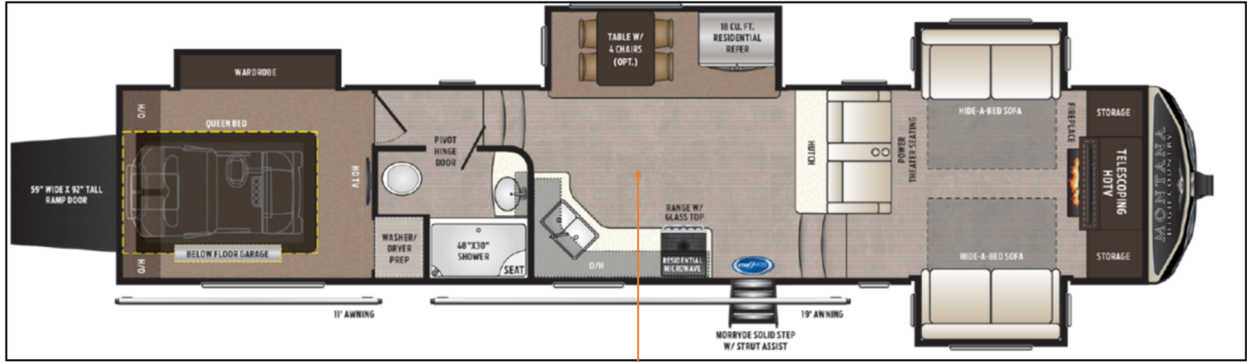
2nd section of chassis beneath 2nd living area

1st section of chassis beneath 1st living area



Exemplary longitudinally extending side rail extending the length of the 3rd section and a portion of the length of the 2nd section; other side rail located on opposite side of the chassis

28. The Keystone Montana High Country 381TH Toy Hauler further comprises [f] a truss located in the second section, the truss having a first end connected to one of the side rails and a second end connected to the other side rail, the truss having an upper surface.



An exemplary truss is located beneath the 2nd living area

29. The Keystone Montana High Country 381TH Toy Hauler further comprises [g] a beam located in the third section, the beam having a first end connected to one of the side rails and a second end connected to the other side rail, the beam having an upper surface located at a level lower than the upper surface of the truss, wherein the third section includes an unobstructed area above the beam and between the side rails.

Exemplary beam located in the 3rd section (beneath the garage)

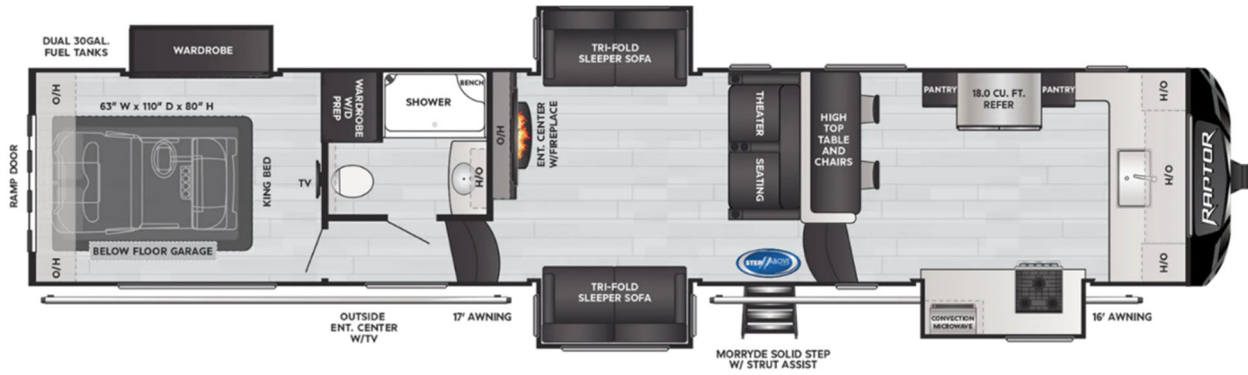




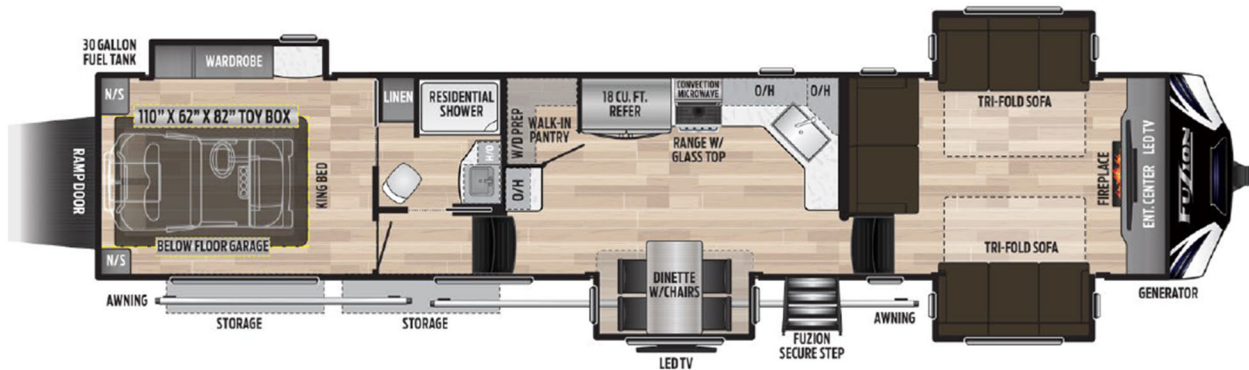
Exemplary unobstructed area above the beam and between the side rails

30. Upon information and belief, the Keystone Montana High Country 380TH, 382TH, and 383TH Toy Haulers contain materially similar structures and embody all limitations of claim 1 of the '690 Patent, and therefore infringe at least claim 1 of the '690 Patent.

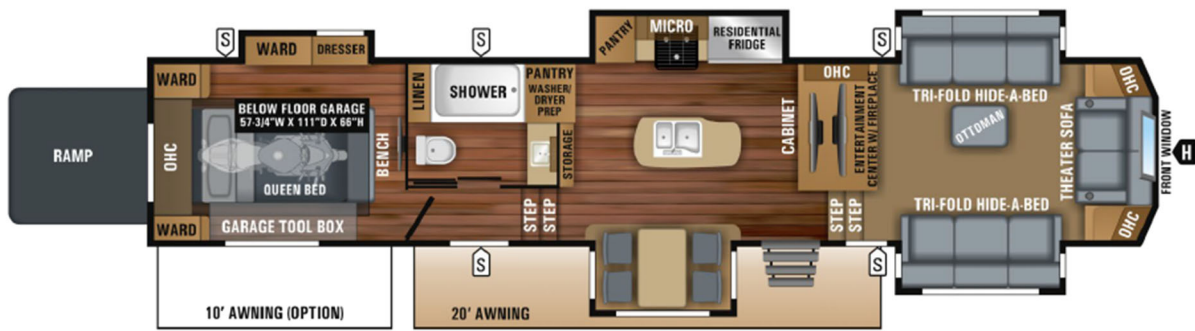
31. Upon information and belief, the Keystone Raptor 427 Toy Hauler, a floorplan of which is shown below, contains materially similar structures and embodies all limitations of claim 1 of the '690 Patent, and therefore infringes at least claim 1 of the '690 Patent.



32. Upon information and belief, the Keystone Fuzion 410 Toy Hauler, a floorplan of which is shown below, contains materially similar structures and embodies all limitations of claim 1 of the '690 Patent, and therefore infringes at least claim 1 of the '690 Patent.



33. Upon information and belief, the Jayco Northpoint 385THWS Toy Hauler, a floorplan of which is shown below, contains materially similar structures and embodies all limitations of claim 1 of the '690 Patent, and therefore infringes at least claim 1 of the '690 Patent.



34. Defendants’ acts of making, using, selling, offering for sale, and/or importing the Accused Products are without Grand Design’s license or authorization.

35. Defendants’ unauthorized actions therefore constitute direct infringement of the ’690 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

36. Keystone and Jayco are subsidiaries of their parent company, Thor. Keystone and Jayco have committed and continue to commit infringing acts as agents of Thor. Upon information and belief, Defendant Thor exercises control over and/or authorizes Keystone’s and Jayco’s acts of infringement, including by authorizing their making, using, selling, offering to sell, and/or importing the Accused Products.

37. Thor represents to the public and shareholders that Keystone and Jayco form part of its “principal” RV subsidiaries. (Thor Industries, Inc. Form 10-K (Sept. 28, 2020) (hereinafter “Form 10-K”), at p. 1.) Thor represents to the public and shareholders that employees of Keystone and Jayco are its employees. (Form 10-K, at pp. 1, 8.) Indeed, Thor shares officers, directors, and/or principals with one or more of Keystone and Jayco. For example, Thor’s Senior Vice President, General Counsel and

Corporate Secretary (Todd Woelfer) and Senior Vice President and Chief Financial Officer (Colleen Zuhl) are also listed respectively with the Indiana Secretary of State as the Assistant Secretary (Todd Woelfer) and Treasurer (Colleen Zuhl) of Jayco. Upon information and belief, Thor's legal department oversees and manages the legal affairs of its subsidiaries, including Keystone and Jayco. For example, the General Counsel of Thor is listed with the Indiana Secretary of State as a principal of Jayco.

38. Thor reports financials of Keystone and Jayco as part of its operations. (Form 10-K, at pp. 1, 3.) Thor characterizes the assets of Keystone and Jayco as part of its "Corporate assets." (Form 10-K, at p. 3.)

39. Thor also represents to the public and shareholders that, "We manufacture a wide variety of recreational vehicles in the United States," including "'fifth wheel' travel trailers" such as the Accused Products. (Form 10-K, at p. 4.)

40. Thor also actively manages and authorizes the product offerings, innovation, and quality, dealer relationships, and operating margins of its subsidiaries Keystone and Jayco. Thor, for example, has RV Group Managers for both Keystone and Jayco whose role is to specifically "oversee" those subsidiaries by providing "support to subsidiary leadership, improving focus and helping achieve key goals," and improve Keystone's and Jayco's offerings to dealers and retail customers. (June 3, 2019 Press Release, *Thor Industries Announces New Management Positions and Promotions*.)

41. Moreover, Thor's website actively promotes and directs the public to the Accused Products. Thor's website proclaims that "the THOR Industries family of companies represents the world's largest manufacturers of RVs. We've chosen our

family wisely, so your choice is that much easier” (<https://www.thorindustries.com/thor-companies>). Thor’s website lists Keystone and Jayco as part of the THOR “family” (*id.*), and it prominently displays “Featured Toy Haulers” made by Keystone and Jayco (<https://www.thorindustries.com/rv-types/toy-hauler>). Furthermore, Thor’s website describes its Toy Hauler products as specifically incorporating aspects of the claimed inventions of the ’690 and/or ’398 Patents. Thor, for example, states that its Toy Hauler products have a “garage” and “beds that lower from the ceiling” (<https://www.thorindustries.com/rv-types/toy-hauler>). From the same page, Thor then helps consumers “Find a Toy Hauler” (*id.*) and specifically links consumers to at least the Keystone Montana High Country Toy Hauler, the Keystone Raptor Toy Hauler, and the Keystone Fuzion Toy Hauler and allows consumers to “request more info” (<https://www.thorindustries.com/find-my-rv/guided/tow/heavy-duty-truck/sleeps-1/toy-hauler>), which demonstrates direct authorization and encouragement for the manufacture, sale, and offer for sale of such products.

42. As a result of all of this, Thor is vicariously liable for the infringing acts of its agents, Keystone and Jayco, including both direct and indirect infringement.

43. Upon information and belief, Defendants, in violation of 35 U.S.C. § 271(b), have indirectly infringed and continue to indirectly infringe the ’690 Patent by actively inducing others to use, make, sell, and/or offer for sale the Accused Products, knowing such acts would constitute direct infringement of the ’690 Patent. For example, Defendants—with knowledge of the ’690 Patent and knowledge of the Accused Products’ infringement of the ’690 Patent—intend to encourage others, such as dealers, to

directly infringe the '690 Patent through the use, sale, and/or offer for sale of the Accused Products. Upon information and belief, Defendants provide marketing materials to dealers with the intent of encouraging dealers to use, sell, and/or offer to sell the Accused Products to consumers. Upon information and belief, Defendants assist dealers in selling the Accused Products to consumers, for example, by providing product, technical, warranty, and/or other information and support to dealers who sell and offer to sell the Accused Products. Defendants know that their encouraging acts actually result in direct infringement of the '690 Patent—such as infringing uses, sales, and offers to sell the Accused Products.

44. Upon information and belief, Defendant Thor, in violation of 35 U.S.C. § 271(b), has indirectly infringed and continues to indirectly infringe the '690 Patent by actively inducing its subsidiaries—Keystone and Jayco—to use, make, sell, and/or offer for sale the Accused Products, knowing such acts would constitute direct infringement of the '690 Patent. As explained above, Defendant Thor exercises control over and encourages Keystone's and Jayco's acts of infringement.

45. Defendants' infringement of the '690 Patent has been, and continues to be, knowing, intentional, willful, and in disregard for the '690 Patent, without any reasonable basis for believing that they had a right to engage in making and selling the Accused Products.

46. Despite knowing of the '690 Patent and being repeatedly told by Grand Design that the Accused Products infringe the '690 Patent (including via a claim chart), Defendants willfully chose to continue making, using, selling, and offering for sale the

Accused Products. Defendants have not identified a legitimate non-infringement or invalidity position. Defendants have expressed a vague position of invalidity based on alleged prior art, but Defendants have withheld certain supposed prior art. Further, Defendants' Accused Products are remarkably similar to Grand Design's own products embodying the claimed invention of the '690 Patent, leading consumers to express the view that Defendants copied Grand Design. Thus, Defendants' continued actions of making, using, selling, offering for sale, and/or importing the Accused Products in the United States are with Defendants' knowledge of the '690 Patent, knowledge of infringement of the '690 Patent, intent to profit from unauthorized use of the invention of the '690 Patent, and intent to force Grand Design to unfairly compete in the market against its own invention. Defendants' infringement is therefore knowing, intentional, and willful.

47. Defendants have been on notice of their infringement of the '690 Patent under 35 U.S.C. § 287 since at least November 8, 2018, when Grand Design notified Defendants of their infringement of the '690 Patent.

48. Defendants' acts of infringement of the '690 Patent have caused and will continue to cause Grand Design immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Grand Design has no adequate remedy at law.

49. Defendants' acts of infringement of the '690 Patent have caused and continue to cause Grand Design damages for which Grand Design is entitled to compensation pursuant to 35 U.S.C. § 284.

50. Defendants' infringement of the '690 Patent has been and continues to be willful and, therefore, Grand Design seeks enhanced damages pursuant to 35 U.S.C. § 284.

51. Defendants' infringement of the '690 Patent is exceptional and, therefore, Grand Design is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

COUNT TWO: INFRINGEMENT OF THE '398 PATENT

52. Grand Design incorporates by reference the allegations in all preceding paragraphs as if fully set forth herein.

53. Claim 1 of the '398 Patent recites:

1. A recreational vehicle comprising:
 - [a] a first living area having a first floor;
 - [b] a second living area having a second floor located at a level below the first floor of the first living area;
 - [c] a third living area having a third floor located at a level above the level of the second floor of the second living area;
 - [d] a bed located in the third living area and moveable between a lowered position and a raised position; and
 - [e] a garage located below the third living area, the garage including a garage floor, a first side wall, a front wall, a second side wall, and a ceiling, wherein the garage has an adjustable height defined by a distance between the garage floor and the ceiling, wherein the adjustable height is greater when the bed is in the raised position than the adjustable height in the lowered position.

54. Defendants Thor and Keystone have been and/or are presently directly infringing one or more claims of the '398 Patent, including at least claim 1, either literally or under the doctrine of equivalents, including through making, using, selling, offering for sale, and/or importing recreational vehicles. Exemplary infringing products

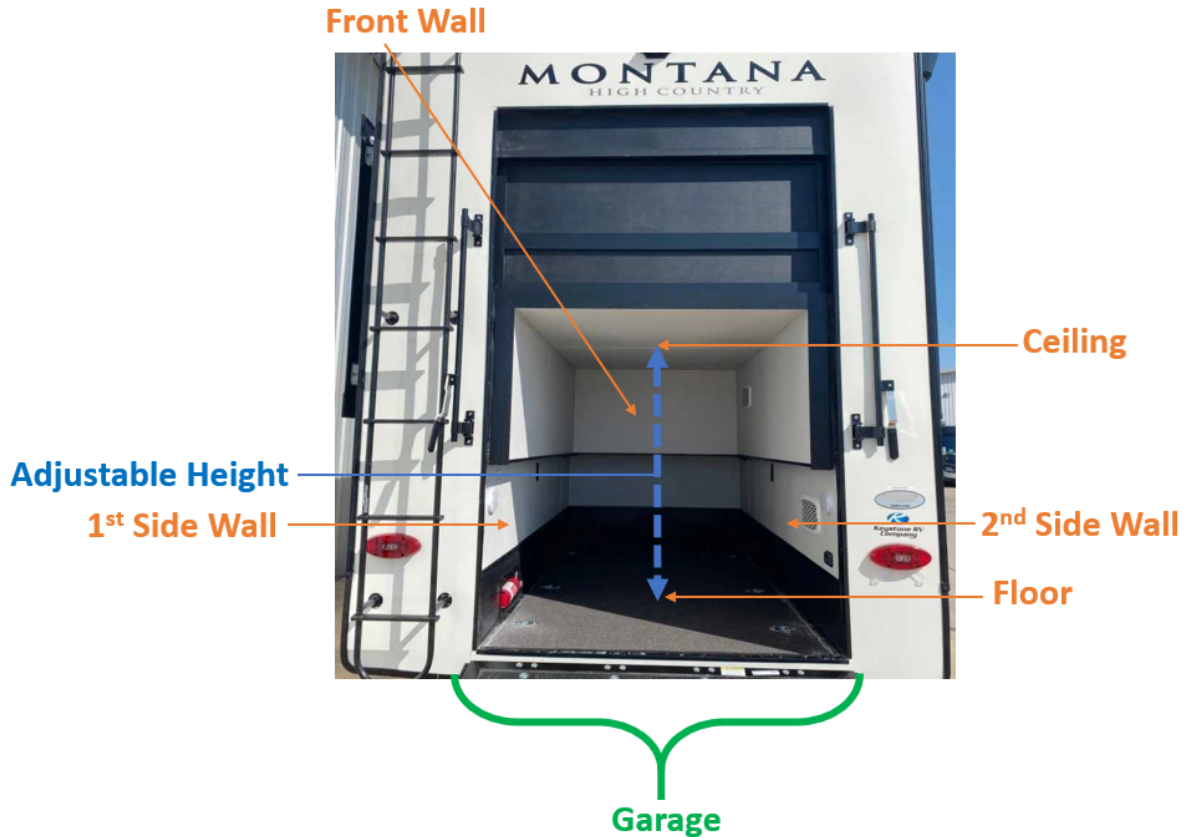
include models of Keystone’s Montana High Country Toy Hauler, Raptor Toy Hauler, and Fuzion Toy Hauler; and all other substantially similar products and models.

55. As one non-limiting example, the Keystone Montana High Country 383TH Toy Hauler is a recreational vehicle that embodies all the limitations of claim 1. For example, the Keystone Montana High Country 383TH Toy Hauler is a recreational vehicle that comprises: [a] a first living area having a first floor; [b] a second living area having a second floor located at a level below the first floor of the first living area; [c] a third living area having a third floor located at a level above the level of the second floor of the second living area; and [d] a bed located in the third living area and moveable between a lowered position and a raised position.



56. The Keystone Montana High Country 383TH Toy Hauler further comprises [e] a garage located below the third living area, the garage including a garage floor, a first side wall, a front wall, a second side wall, and a ceiling, wherein the garage has an adjustable height defined by a distance between the garage floor and the ceiling, wherein

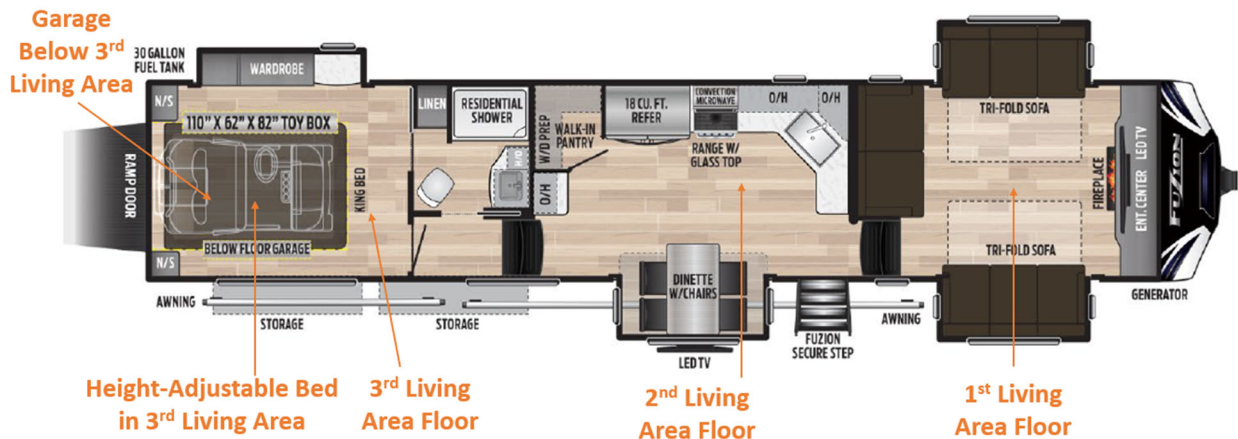
the adjustable height is greater when the bed is in the raised position than the adjustable height in the lowered position.



57. Upon information and belief, the Keystone Raptor 427 Toy Hauler, an annotated floorplan of which is shown below, contains materially similar structures and similarly embodies all limitations of claim 1 of the '398 Patent, and therefore infringes at least claim 1 of the '398 Patent.



58. Upon information and belief, the Keystone Fuzion 410 Toy Hauler, an annotated floorplan of which is shown below, contains materially similar structures and similarly embodies all limitations of claim 1 of the '398 Patent, and therefore infringes at least claim 1 of the '398 Patent.



59. Defendant Thor's and Keystone's acts of making, using, selling, offering for sale, and/or importing the Accused Products are without Grand Design's license or authorization.

60. Defendant Thor's and Keystone's unauthorized actions therefore constitute direct infringement of the '398 Patent pursuant to 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

61. Keystone has committed and continues to commit infringing acts, as described herein, as an agent of Thor. As alleged above and upon information and belief, Defendant Thor exercises control over Keystone's acts of infringement, including by authorizing its making, using, selling, offering to sell, and/or importing the Accused Products. As a result of this, Thor is vicariously liable for the infringing acts of Keystone.

62. Upon information and belief, Defendants Thor and Keystone, in violation of 35 U.S.C. § 271(b), have indirectly infringed and continue to indirectly infringe the '398 Patent by actively inducing others to use, make, sell, and/or offer for sale the Accused Products, knowing such acts would constitute direct infringement of the '398 Patent. For example, Thor and Keystone—with knowledge of the '398 Patent and knowledge of the Accused Products' infringement of the '398 Patent—intend to encourage others, such as dealers, to infringe the '398 Patent through the use, sale, and/or offer for sale of the Accused Products. Upon information and belief, Thor and Keystone provide marketing materials to dealers with the intent of encouraging dealers to use, sell, and/or offer to sell the Accused Products to consumers. Upon information and belief, Thor and Keystone assist dealers in selling the Accused Products to consumers, for example, by providing product, technical, warranty, and/or other information and support to dealers who sell and offer to sell the Accused Products. Thor and Keystone know that

their encouraging acts actually result in direct infringement of the '398 Patent—such as infringing uses, sales, and offers to sell the Accused Products.

63. Upon information and belief, Defendant Thor, in violation of 35 U.S.C. § 271(b), has indirectly infringed and continues to indirectly infringe the '398 Patent by actively inducing its subsidiary—Keystone—to use, make, sell, and/or offer for sale the Accused Products, knowing such acts would constitute direct infringement of the '398 Patent. As explained above, Defendant Thor exercises control over and encourages Keystone's acts of infringement.

64. Defendant Thor's and Keystone's infringement of the '398 Patent has been, and continues to be, knowing, intentional, willful, and in disregard for the '398 Patent, without any reasonable basis for believing that they had a right to engage in making and selling the Accused Products.

65. Despite knowing of the '398 Patent and being repeatedly told by Grand Design that the Accused Products infringe the '398 Patent, Defendants Thor and Keystone willfully chose to continue making, using, selling, and offering for sale the Accused Products. Defendants Thor and Keystone have not identified a legitimate non-infringement position or invalidity position. Defendants Thor and Keystone expressed a vague position of invalidity based on alleged prior art, but they have withheld certain supposed prior art. Defendant Thor's and Keystone's Accused Products are remarkably similar to Grand Design's own products embodying the claimed invention of the '398 Patent, leading consumers to express the view that Thor and Keystone copied Grand Design. Thus, Thor's and Keystone's continued actions of making, using, selling,

offering for sale, and/or importing the Accused Products in the United States are with their knowledge of the '398 Patent, knowledge of infringement of the '398 Patent, intent to profit from unauthorized use of the invention of the '398 Patent, and intent to force Grand Design to unfairly compete in the market against its own invention. Defendant Thor's and Keystone's infringement is therefore knowing, intentional, and willful.

66. Defendants Thor and Keystone have been on notice of their infringement of the '398 Patent under 35 U.S.C. § 287 since at least June 18, 2020, when Grand Design notified them of their infringement of the '398 Patent.

67. Defendant Thor's and Keystone's acts of infringement of the '398 Patent have caused and will continue to cause Grand Design immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Grand Design has no adequate remedy at law.

68. Defendant Thor's and Keystone's acts of infringement of the '398 Patent have caused and continue to cause Grand Design damages for which Grand Design is entitled to compensation pursuant to 35 U.S.C. § 284.

69. Defendant Thor's and Keystone's infringement of the '398 Patent has been and continues to be willful and, therefore, Grand Design seeks enhanced damages pursuant to 35 U.S.C. § 284.

70. Defendant Thor's and Keystone's infringement of the '398 Patent is exceptional and, therefore, Grand Design is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

DEMAND FOR JURY TRIAL

71. Grand Design requests a trial by jury of any issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Grand Design requests that this Court enter judgment in its favor on each and every claim set forth above and award them the following relief:

1. A judgment that Defendants have directly and/or indirectly infringed the '690 Patent;
2. A judgment that Defendants Thor and Keystone have directly and/or indirectly infringed the '398 Patent;
3. An injunction permanently enjoining Defendants, their owners, officers, directors, managers, members, employees, agents, representatives, successors, affiliates, subsidiaries and assigns, and all those in active concert and participation with any of the foregoing persons or entities, from infringing the '690 and/or '398 Patents;
4. An order for Defendants jointly and severally to account and pay damages adequate to compensate Grand Design for Defendants' infringement of the '690 and/or '398 Patents, including pre-judgment and post-judgment interest and costs;
5. An order for an accounting of any infringing sales not presented at trial and an award by the Court of additional damages for any such infringing sales;
6. A judgment that Defendants' infringing conduct has been deliberate and willful, and as a result, an order that the damages award be increased up to three times the actual amount assessed, pursuant to 35 U.S.C. § 284;
7. An order declaring this case exceptional and awarding Grand Design its

reasonable attorneys' fees, pursuant to 35 U.S.C. § 285; and

8. Any other relief as this Court deems just and proper.

Respectfully Submitted,

January 11, 2021

/s/ Reid Dodge

Reid Dodge (Bar No. #32567-49)

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