

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**Edmonds Outdoors, LLC
d/b/a Gunner Kennels,**

Plaintiff,

v.

**Expedite International, Inc.
d/b/a Lucky Duck,**

Defendant.

Case No. 3:20-00995-wmc

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:
PATENT INFRINGEMENT IN VIOLATION
OF 35 U.S.C. § 271**

Jury Trial Demanded

THIRD AMENDED COMPLAINT

Plaintiff, Edmonds Outdoors, LLC d/b/a Gunner Kennels (“Gunner”), for its third amended complaint against Expedite International, Inc. d/b/a Lucky Duck (“Lucky Duck”), alleges as follows:

The Parties

1. Edmonds Outdoors, LLC d/b/a Gunner Kennels is a limited liability company organized and existing under the laws of the State of Tennessee with a registered address of Ste. 704, 5207 Linbar Dr., Nashville, TN 37211.

2. Expedite International, Inc. d/b/a Lucky Duck is a Wisconsin company having a principal place of business at 1950 8th Ave., Baldwin, WI 54002.

Jurisdiction and Venue

3. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 100 et seq. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has personal jurisdiction over Lucky Duck because Lucky Duck maintains its headquarters and principal place of business in this District. This Court also has personal jurisdiction over Lucky Duck because Lucky Duck regularly solicits and conducts business in this District and engages in other persistent courses of conduct in this District. This Court also has personal jurisdiction over Lucky Duck because Lucky Duck derives substantial revenue from goods and services sold to persons or entities in this District and commits acts of infringement in this District, including but not limited to making, using, offering to sell, selling, and/or importing products that infringe one or more claims of Gunner's patent at issue in this lawsuit.

5. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400 because Lucky Duck maintains its headquarters and regular and established place of business in this District and has committed, and continues to commit, acts of infringement in this District, including but not limited to making, using, offering to sell, selling, and/or importing products that infringe one or more claims of Gunner's patent at issue in this lawsuit.

Factual Background

6. Gunner designs, develops, markets and sells innovative dog kennels. Gunner has invested substantial resources in the research, design, and development of its kennels. And Gunner's research, design, and development have led to many innovative kennel technologies, including technologies at issue in this case.

7. Because of Gunner's innovation, Gunner owns significant intellectual property rights, including patents directed to its kennel inventions.

8. Gunner owns all right, title, and interest in, and has the right to sue and recover for past, present, and future infringement of, U.S. Patent No. 10,709,105 (the “105 patent”). The ‘105 patent is entitled “Animal Enclosure.”

9. The U.S. Patent and Trademark Office duly and legally issued the ‘105 patent on July 14, 2020. A true and correct copy of the ‘105 patent is attached as Complaint Exhibit A.

10. The ‘105 patent is presumed to be valid.

11. Gunner owns all right, title, and interest in, and has the right to sue and recover for past, present, and future infringement of, U.S. Patent No. 10,881,078 (the “078 patent”). The ‘078 patent is entitled “Animal Enclosure.”

12. The U.S. Patent and Trademark Office duly and legally issued the ‘078 patent on January 5, 2021. A true and correct copy of the ‘078 patent is attached as Complaint Exhibit B.

13. The ‘078 patent is presumed to be valid.

14. Gunner owns all right, title, and interest in, and has the right to sue and recover for past, present, and future infringement of, U.S. Patent No. 10,966,407 (the “407 patent”). The ‘407 patent is entitled “Animal Enclosure with Handles.”

15. The U.S. Patent and Trademark Office duly and legally issued the ‘407 patent on April 6, 2021. A true and correct copy of the ‘407 patent is attached as Complaint Exhibit C.

16. The ‘407 patent is presumed to be valid.

17. Gunner owns all right, title, and interest in, and has the right to sue and recover for past, present, and future infringement of, U.S. Patent No. 10,966,408 (the “408 patent”). The ‘408 patent is entitled “Animal Enclosure and Door Assembly.”

18. The U.S. Patent and Trademark Office duly and legally issued the ‘408 patent on April 6, 2021. A true and correct copy of the ‘408 patent is attached as Complaint Exhibit D.

19. The '408 patent is presumed to be valid.

20. Gunner marks its products in compliance with 35 U.S.C. § 287.

21. Without Gunner's authorization, Lucky Duck has made, used, offered for sale, sold, and/or imported into the United States dog kennels that practice the claimed inventions of the '105 patent, the '078 patent, the '407 patent, and the '408 patent.

22. Lucky Duck's "Lucky Kennel – Intermediate" and "Lucky Kennel – Large" kennel products (the "Infringing Products") infringe certain claims of the '105 patent, the '078 patent, the '407 patent, and the '408 patent. Exemplary images of the Infringing Products are shown below:

Lucky Duck's Infringing Products Available at
<https://www.luckyduck.com/dog/>





23. Lucky Duck's infringement of the '105 patent, the '078 patent, the '407 patent, and the '408 patent was and continues to be deliberate, intentional, and willful infringement, including at least because Lucky Duck knowingly copied limitations of the '105 patent, the '078 patent, the '407 patent, and the '408 patent; Lucky Duck implemented strikingly similar marketing strategies to Gunner in a purposeful campaign to copy Gunner's products, advertisements, and business model and ride the coattails of Gunner's success; and because a former contractor of Gunner, who is currently the Product Development Manager for Lucky Duck, used his knowledge of Gunner to assist Lucky Duck in developing the Infringing Products.

24. In addition to copying Gunner's innovative kennels, Lucky Duck has also copied Gunner's business and marketing strategies.

25. Lucky Duck hired a Gunner brand ambassador to work for Lucky Duck, causing him to leave his role with Gunner.

26. In 2018, Lucky Duck's President approached Gunner about participating in a television show and obtained Gunner's kennels for use on the show. On information and belief, Lucky Duck used those items as part of its initial efforts to copy Gunner's kennels and brand.

27. On information and belief, Lucky Duck chose to use the name "'Intermediate' Lucky Duck Kennel" for the Infringing Products launched in 2019 because that is the name that Gunner uses for its "G1 Intermediate" product, which launched years earlier in 2015.

28. In or around April 2021, nearly six months after this lawsuit was filed, Lucky Duck introduced its "Lucky Kennel – Large" kennel, a larger replica of its infringing "Lucky Kennel – Intermediate" kennel. The "Lucky Kennel – Large" kennel infringes the same claims of the '105 patent, the '078 patent, the '407 patent, and the '408 patent as the "Lucky Kennel – Intermediate" kennel.

29. A central part of Gunner's marketing strategy is its crash test safety rating.

30. On information and belief, in 2019, Lucky Duck attempted to have its kennel crash-test rated by the Center for Pet Safety in Reston, VA, the same entity used by Gunner. On information and belief, Lucky Duck's kennel failed its original crash testing with the Center for Pet Safety. On information and belief, following repeated failures, Lucky Duck then copied the backup safety latches found on Gunner's kennels in an attempt to pass the test, and after copying these backup safety latches, was able to pass the test with the Infringing Products.

31. On information and belief, after copying the latches from Gunner's kennels, Lucky Duck had to send out new doors for its kennels that included the latches copied from Gunner.

32. On information and belief, Lucky Duck has and continues to purposefully attempt to replicate the “look and feel” of Gunner’s marketing content.

33. On information and belief, Lucky Duck has copied content from Gunner’s website product descriptions that Lucky Duck has used for its product descriptions.

34. Lucky Duck uses photographs in its marketing and advertising that are designed to provide a similar appearance and feel as Gunner’s photographs, including photographs of working dogs, an American flag in a warehouse showing kennel boxes stacked, a perspective view of a kennel with a Christmas tree in the background, and a photo composition with an overhead shot of a woman loading/unloading a dog with her right hand and a tailgate down.

35. Consumers have reported that Lucky Duck’s Infringing Products and marketing materials are substantially similar to Gunner’s products and marketing materials.

36. Lucky Duck has infringed, and continues to infringe, the ‘105 patent and the ‘078 patent by making, using, selling, offering to sell, and/or importing at least the Infringing Products in this District and elsewhere in the United States without the consent or authorization of Gunner.

Count I:
Patent Infringement of U.S. Patent 10,709,105 Under 35 U.S.C. § 271

37. Gunner realleges and incorporates the allegations set forth in paragraphs 1 through 36 as though fully set forth herein.

38. Lucky Duck has infringed and continues to infringe, literally or under the doctrine of equivalents, at least claims 16-20 of the ‘105 patent at least by using, selling, offering to sell, making, and/or importing into the United States Lucky Duck’s Infringing Products, which include each and every element of claims 16-20 of the ‘105 patent.

39. The Infringing Products satisfy each and every element of claims 16-20 of the '105 patent, either literally or under the doctrine of equivalents, because they satisfy the limitations, either literally or under the doctrine of equivalents, of:

- (a) Claim 16: a portable animal enclosure apparatus, comprising: a kennel body including an inner wall forming a portion of the enclosure shaped to house the animal, the kennel body including a rotational molded polymer material; a door opening defined at a first end of the kennel body; a rear wall at a second end of the kennel body opposite the door opening; a frame recess molded in the kennel body at the door opening; a corresponding hoop-shaped door frame attached to the kennel, the door frame seated in the frame recess on the kennel body at the door opening, the door frame defining a door frame opening; a plurality of door frame fasteners disposed on the door frame, each door frame fastener engaging the door frame and the kennel body to secure the door frame to the kennel body; a door disposed on the door frame, wherein the door is pivotally attached to the door frame, wherein the door is simultaneously pivotable relative to both the door frame and the kennel body between a closed position and an open position; a latch on the door, the latch including a latch member protruding laterally from the latch toward the door frame; and a strike plate disposed on the door frame adjacent the latch, wherein the latch member engages the strike plate when the door is in the closed position;

- (b) Claim 17: a plurality of upright door bars separated by gaps integrally formed in the door;
- (c) Claim 18: a porous grille positioned in the gaps between the door bars;
- (d) Claim 19: a door flange that extends outwardly from the door around a perimeter of the door, the door flange extending outwardly beyond the door frame opening, wherein the door flange rests against the door frame when the door is in the closed position; and,
- (e) Claim 20: an attachment recess integrally molded in the outer wall of the kennel body; and an attachment bar disposed in the attachment recess.

40. Lucky Duck's acts of infringement have been without express or implied license by Gunner, are in violation of Gunner's rights, and will continue unless enjoined by this Court.

41. On information and belief, Lucky Duck's infringement of the '105 patent has been, and continues to be, deliberate, intentional, and willful.

42. On information and belief, this is an exceptional case in view of Lucky Duck's unlawful activities, including Lucky Duck's deliberate, intentional, and willful infringement.

43. Gunner has been, is being, and will continue to be injured and has suffered, is suffering, and will continue to suffer injury and damages for which it is entitled to relief under at least 35 U.S.C. §§ 281, 284, and 285.

44. Lucky Duck also has caused, is causing, and will continue to cause irreparable harm to Gunner for which there is no adequate remedy at law and for which Gunner is entitled to injunctive relief under at least 35 U.S.C. § 283.

Count II:
Patent Infringement of U.S. Patent 10,881,078 Under 35 U.S.C. § 271

45. Gunner realleges and incorporates the allegations set forth in paragraphs 1 through 44 as though fully set forth herein.

46. Lucky Duck has infringed and continues to infringe, literally or under the doctrine of equivalents, at least claims 1-7, 9, and 12-18 of the '078 patent at least by using, selling, offering to sell, making, and/or importing into the United States Lucky Duck's Infringing Products, which include each and every element of claims 1-7, 9, and 12-18 of the '078 patent.

47. The Infringing Products satisfy each and every element of claims 1-7, 9, and 12-18 of the '078 patent, either literally or under the doctrine of equivalents, because they satisfy the limitations, either literally or under the doctrine of equivalents, of:

- (a) Claim 1: an animal enclosure apparatus, comprising: a kennel body including a rotational molded wall formed from a plastic material, the kennel body defining an interior space shaped to accommodate one or more animals, the kennel body defining a door opening shaped to allow the animal to enter and exit the kennel body; a removable hoop-shaped door frame disposed on the kennel body proximate the door opening, the door frame including a hinge side and a latch side opposite the hinge side; a frame recess molded in the kennel body around the door opening, wherein the door frame is seated in the frame recess; a plurality of fastener holes defined in the door frame; a plurality of frame fasteners disposed on the door frame, each one of the plurality of frame fasteners extending into one of the plurality of fastener holes defined in the door frame and also extending into the kennel body, thereby securing the door frame to the

kennel body; a door pivotally disposed on the door frame, wherein the door is pivotally moveable relative to the door frame between an open position and a closed position; the door including a plurality of upright door bars separated by gaps between the plurality of door bars, and a porous grille positioned between each of the plurality of door bars on the door, the door bars and porous grille integrally molded in the door; a latch disposed on the door, the latch including a latch member protruding laterally from the latch toward the door frame, the latch member selectively moveable; the kennel body including a first upper edge and a second upper edge opposite the first upper edge; a first attachment bar disposed on the first upper edge of the kennel body and a first attachment recess integrally formed in the kennel body, wherein the first attachment bar is disposed in the first attachment recess; a second attachment bar disposed on the first upper edge of the kennel body; a third attachment bar disposed on the second upper edge of the kennel body; and a fourth attachment bar disposed on the second upper edge of the kennel body.

- (b) Claim 2: a second attachment recess integrally formed in the kennel body, wherein the second attachment bar is disposed in the second attachment recess;
- (c) Claim 3: a third attachment recess integrally formed in the kennel body, wherein the third attachment bar is disposed in the third attachment recess;

- (d) Claim 4: a fourth attachment recess integrally formed in the kennel body, wherein the fourth attachment bar is disposed in the fourth attachment recess;
- (e) Claim 5: the first, second, third and fourth attachment recesses each provide clearance space for passage of one or more tie-downs, webbing, strap, rope or chains for securing the kennel body to a structure;
- (f) Claim 6: each of the first, second, third and fourth attachment bars comprise metal;
- (g) Claim 7: the kennel body having an outer profile, wherein each of the first, second, third and fourth attachment bars is flushly mounted along the outer profile of the kennel body along the outer profile;
- (h) Claim 9: the plurality of door bars and porous grille are formed in an injection molding manufacturing process as a unitary, one-piece molding;
- (i) Claim 12: the door is configurable in a left-handed opening position and a right-handed opening position;
- (j) Claim 13: the door is moveable relative to the kennel body between a first position configured for a left-handed opening position and a second position configured for a right-handed opening position;
- (k) Claim 14: an animal enclosure apparatus, comprising: a rotational molded kennel body defining an interior space shaped to accommodate one or more animals, the kennel body defining a door opening shaped to allow the animal to enter and exit the kennel body; a hoop-shaped door frame disposed on the kennel body proximate the door opening, the door frame

including a plurality of fastener holes defined in the door frame; a plurality of frame fasteners disposed on the door frame, each one of the plurality of frame fasteners extending into one of the plurality of fastener holes defined in the door frame and also extending into the kennel body, thereby securing the door frame to the kennel body; a removable door disposed on the door frame, wherein the door is pivotally moveable relative to the door frame between an open position and a closed position, wherein the door is reversible between a left-handed opening position and a righthanded opening position; the door including a plurality of upright door bars separated by gaps between the plurality of door bars, and a porous grille positioned in the gaps between each of the plurality of door bars on the door; a latch disposed on the door, the latch including a latch member protruding laterally from the latch toward the door frame, the latch member selectively moveable for opening and closing the door; a first attachment bar disposed on the kennel body; a second attachment bar disposed on the kennel body; a third attachment bar disposed on the kennel body; and a fourth attachment bar disposed on the kennel body: and a first attachment recess integrally formed in the kennel body, wherein the first attachment bar is positioned in the first attachment recess;

- (1) Claim 15: a second attachment recess integrally formed in the kennel body, wherein the second attachment bar is positioned in the second attachment recess;

- (m) Claim 16: a third attachment recess integrally formed in the kennel body, wherein the third attachment bar is positioned in the third attachment recess;
- (n) Claim 17: a fourth attachment recess integrally formed in the kennel body, wherein the fourth attachment bar is positioned in the fourth attachment recess; and,
- (o) Claim 18: the first, second, third and fourth attachment recesses each provide clearance space for passage of one of more straps.

48. Lucky Duck's acts of infringement have been without express or implied license by Gunner, are in violation of Gunner's rights, and will continue unless enjoined by this Court.

49. On information and belief, Lucky Duck's infringement of the '078 patent has been, and continues to be, deliberate, intentional, and willful.

50. On information and belief, this is an exceptional case in view of Lucky Duck's unlawful activities, including Lucky Duck's deliberate, intentional, and willful infringement.

51. Gunner has been, is being, and will continue to be injured and has suffered, is suffering, and will continue to suffer injury and damages for which it is entitled to relief under at least 35 U.S.C. §§ 281, 284, and 285.

52. Lucky Duck also has caused, is causing, and will continue to cause irreparable harm to Gunner for which there is no adequate remedy at law and for which Gunner is entitled to injunctive relief under at least 35 U.S.C. § 283.

Count III:
Patent Infringement of U.S. Patent 10,966,407 Under 35 U.S.C. § 271

53. Gunner realleges and incorporates the allegations set forth in paragraphs 1 through 52 as though fully set forth herein.

54. Lucky Duck has infringed and continues to infringe, literally or under the doctrine of equivalents, at least claims 1-14 of the '407 patent at least by using, selling, offering to sell, making, and/or importing into the United States Lucky Duck's Infringing Products, which include each and every element of claims 1-14 of the '407 patent.

55. The Infringing Products satisfy each and every element of claims 1-14 of the '407 patent, either literally or under the doctrine of equivalents, because they satisfy the limitations, either literally or under the doctrine of equivalents, of:

- (a) Claim 1: an animal enclosure apparatus, comprising: a kennel body including a rotational molded wall formed from a plastic material, the kennel body defining an interior space shaped to accommodate one or more animals, the kennel body defining a door opening shaped to allow the animal to enter and exit to the kennel body; a hoop-shaped door frame disposed on the kennel body proximate the door opening, the door frame including a hinge side and a latch side opposite the hinge side; a frame recess molded in the kennel body around the door opening, wherein the door frame is seated in the frame recess; a plurality of fastener holes defined in the door frame; a plurality of frame fasteners disposed on the door frame, each one of the plurality of frame fasteners extending into one of the plurality of fastener holes defined in the door frame and also extending into the kennel body, thereby securing the door frame to the kennel body; a door pivotally disposed on the door frame, wherein the door is pivotally moveable relative to the door frame between an open position and a closed position; the door including a plurality of upright

door bars separated by gaps between the plurality of door bars, and a porous grille positioned between each of the plurality of door bars on the door, the door bars and porous grille integrally molded in a one-piece construction on the door; a strike plate disposed on the latch side of the door frame, the strike plate fastened onto the door frame using one or more strike plate fasteners, the strike plate defining a strike plate recess; a latch disposed on the door, the latch including a latch member protruding laterally from the latch toward the strike plate, the latch member selectively moveable to engage or disengage the strike plate for opening and closing the door, wherein the latch member engages the strike plate recess when the door is in the closed position; the kennel body including a first upper edge and a second upper edge opposite the first upper edge; a first handle positioned on the kennel body; and a second handle positioned on the kennel body.

- (b) Claim 2: the kennel body comprising a roof.
- (c) Claim 3: the first and second handles are disposed on the roof of the kennel body.
- (d) Claim 4: the first handle is located at a front position on the kennel body, and the second handle is located at a rear position on the kennel body.
- (e) Claim 5: the first handle comprising nylon webbing and a rubberized grip region.
- (f) Claim 6: the second handle comprising nylon webbing and a rubberized grip region.

- (g) Claim 7: first and second handle fasteners disposed on the first handle, wherein the first and second handle fasteners secure the first handle to the kennel body.
- (h) Claim 8: third and fourth handle fasteners disposed on the second handle, wherein the third and fourth handle fasteners secure the second handle to the kennel body.
- (i) Claim 9: the first handle is removable.
- (j) Claim 10: the second handle is removable.
- (k) Claim 11: the first handle comprising nylon webbing and a rubberized grip region.
- (l) Claim 12: the second handle comprising nylon webbing and a rubberized grip region.
- (m) Claim 13: first and second handle fasteners disposed on the first handle, wherein the first and second handle fasteners secure the first handle to the kennel body.
- (n) Claim 14: third and fourth handle fasteners disposed on the second handle, wherein the third and fourth handle fasteners secure the second handle to the kennel body.

56. Lucky Duck's acts of infringement have been without express or implied license by Gunner, are in violation of Gunner's rights, and will continue unless enjoined by this Court.

57. On information and belief, Lucky Duck's infringement of the '407 patent has been, and continues to be, deliberate, intentional, and willful.

58. On information and belief, this is an exceptional case in view of Lucky Duck's unlawful activities, including Lucky Duck's deliberate, intentional, and willful infringement.

59. Gunner has been, is being, and will continue to be injured and has suffered, is suffering, and will continue to suffer injury and damages for which it is entitled to relief under at least 35 U.S.C. §§ 281, 284, and 285.

60. Lucky Duck also has caused, is causing, and will continue to cause irreparable harm to Gunner for which there is no adequate remedy at law and for which Gunner is entitled to injunctive relief under at least 35 U.S.C. § 283.

Count IV:
Patent Infringement of U.S. Patent 10,966,408 Under 35 U.S.C. § 271

61. Gunner realleges and incorporates the allegations set forth in paragraphs 1 through 60 as though fully set forth herein.

62. Lucky Duck has infringed and continues to infringe, literally or under the doctrine of equivalents, at least claims 1-11 and 18-23 of the '408 patent at least by using, selling, offering to sell, making, and/or importing into the United States Lucky Duck's Infringing Products, which include each and every element of claims 1-11 and 18-23 of the '408 patent.

63. The Infringing Products satisfy each and every element of claims 1-11 and 18-23 of the '408 patent, either literally or under the doctrine of equivalents, because they satisfy the limitations, either literally or under the doctrine of equivalents, of:

- (a) Claim 1: an animal enclosure apparatus, comprising: a kennel body; a door opening defined on the kennel body; a door frame comprising a hoop-shaped structure disposed on the kennel body at the door opening, the door frame secured to the kennel body using a plurality of door frame fasteners; a pivoting door hinge disposed on the door frame; a door disposed on the

pivoting door hinge, wherein the door is pivotally attached to the door frame via the pivoting door hinge and is moveable relative to the door frame between a closed position and an open position; a first latch disposed on the door, the first latch including a first latch handle and a first latch bolt, the first latch bolt extending from the door toward the door frame and engaging the door frame at a first latch location when the door is in the closed position, wherein the first latch handle is operable to move the first latch bolt relative to the door frame, the first latch handle is operable to move the first latch bolt relative to the door frame, the first latch providing an engagement between the door and the door frame, the first latch bolt extending and retracting in a substantially horizontal orientation; a second latch disposed on the door, the second latch including a second latch handle and a second latch bolt, the second latch bolt engaging the door frame at a second latch location different from the first latch location, wherein the second latch bolt is selectively moveable between a locked and an unlocked position via the second latch handle, the second latch providing an auxiliary engagement between the door and the door frame, and wherein the second latch handle is spaced above the first latch handle; and a third latch disposed on the door, the third latch including a third latch handle and a third latch bolt, the third latch bolt engaging the door frame at a third latch location different from the first and second latch locations, wherein the third latch bolt is selectively moveable between a locked and an unlocked position via the third latch

handle, the third latch providing an auxiliary engagement between the door and the door frame, and wherein the third latch handle is spaced below the first latch handle, wherein the first latch includes a biasing member operable to bias the first latch bolt away from the doctor such that operation of the first latch is required for opening and closing the door, wherein the second and third latches are auxiliary latches that are each operated independently of all other latches, and wherein the door will not open if any one of the first, second, or third latch is in its locked position.

- (b) Claim 2: a first latch recess defined in the door frame at the first latch location.
- (c) Claim 3: the first latch bolt protrudes into the first latch recess when the first latch is in its locked position and when the door is in the closed position.
- (d) Claim 4: a second latch recess defined in the door frame at the second latch location.
- (e) Claim 5: the second latch bolt protrudes into the second latch recess when the second latch bolt is in its locked position.
- (f) Claim 6: the second latch bolt is fully retracted from the second latch recess when the second latch bolt is in its unlocked position.
- (g) Claim 7: a third latch recess defined in the door frame at the third latch location.
- (h) Claim 8: the third latch bolt protrudes into the third latch recess when the third latch bolt is in its locked position.

- (i) Claim 9: the third latch bolt is fully retracted from the third latch recess when the third latch bolt is in its unlocked position.
- (j) Claim 10: a strike plate disposed on the door frame, wherein the first latch bolt engages the strike plate when the door is in the closed position.
- (k) Claim 11: the second latch and the third latch are further disposed on the door equidistant from the first latch.
- (l) Claim 18: an animal enclosure, comprising: a kennel body defining an opening; a door assembly including a hoop-shaped door frame attached to the kennel body at the opening, a pivoting hinge attached to the door frame, and a door pivotally attached to the door frame via the pivoting hinge, the door moveable between an open position and a close position; a first latch disposed on the door, the first latch including a first latch bolt extending toward the door frame; a first latch recess defined in the door frame, the first latch recess positioned to partially receive the first latch bolt when the door is in the closed position; a second latch disposed on the door, the second latch including a second latch bolt extending toward the door frame, the second latch bolt moveable between a locked and a unlocked position, wherein the second latch is paced above the first latch; a second latch recess defined in the door frame, the second latch recess positioned to partially receive the second latch bolt when the second latch bolt is in the locked position; a third latch disposed on the door, the third latch including a third latch bolt extending toward the door frame, the third latch bolt moveable between a locked and an unlocked position,

wherein the third latch is spaced below the first latch; and a third latch recess defined in the door frame, the third latch recess positioned to partially receive the third latch bolt when the third latch bolt is in the locked position.

- (m) Claim 19: the first latch bolt is biased toward the door frame.
- (n) Claim 20: the first latch includes a first latch handle disposed on the door, the first latch handle connected to the first latch bolt and operable to manipulate the first latch bolt toward and away from the first latch recess; the second latch includes a second latch handle disposed on the door connected to the second latch bolt, the second latch handle operable to manipulate the second latch bolt toward and away from the second latch recess; and the third latch includes a third latch handle disposed on the door connected to the third latch bolt, the third latch handle operable to manipulate the third latch bolt toward and away from the third latch recess.
- (o) Claim 21: the second latch handle being disposed on the door comprises the second latch handle extending from a face of the door; the second latch handle is movable along a first latch track defined in the face of the door, the third latch handle being disposed on the door comprises the third latch handle extending from the face of the door; and the third latch handle is movable along a second latch track defined in the face of the door.

(p) Claim 22: the second and third latch bolts are disposed on an interior side of the door, wherein the interior side of the door is disposed opposite the face of the door.

(q) Claim 23: the first latch bolt extends toward the door frame in a substantially horizontal orientation; and the second and third latch bolts extends toward the door frame in a substantially vertical orientation.

64. Lucky Duck's acts of infringement have been without express or implied license by Gunner, are in violation of Gunner's rights, and will continue unless enjoined by this Court.

65. On information and belief, Lucky Duck's infringement of the '408 patent has been, and continues to be, deliberate, intentional, and willful.

66. On information and belief, this is an exceptional case in view of Lucky Duck's unlawful activities, including Lucky Duck's deliberate, intentional, and willful infringement.

67. Gunner has been, is being, and will continue to be injured and has suffered, is suffering, and will continue to suffer injury and damages for which it is entitled to relief under at least 35 U.S.C. §§ 281, 284, and 285.

68. Lucky Duck also has caused, is causing, and will continue to cause irreparable harm to Gunner for which there is no adequate remedy at law and for which Gunner is entitled to injunctive relief under at least 35 U.S.C. § 283.

Demand for Jury Trial

Gunner hereby demands a jury trial on all issues so triable.

Relief Sought

WHEREFORE, Plaintiff respectfully prays for:

1. Judgment that Lucky Duck has infringed the '105 patent, the '078 patent, the '407 patent, and the '408 patent in violation of § 271 of Title 35 in the United States Code, and that these infringements were willful;

2. An injunction against further infringement of the '105 patent, the '078 patent, the '407 patent, and the '408 patent by Lucky Duck, and each of its agents, employees, servants, attorneys, successors and assigns, and all others in privity or acting in concert with any of them, including at least from selling, offering to sell, distributing, manufacturing, importing, or advertising the Infringing Products, pursuant to at least 35 U.S.C. § 283;

3. An Order directing Lucky Duck to recall all Infringing Products sold and/or distributed and provide a full refund for all recalled Infringing Products;

4. An Order directing Lucky Duck to provide an accounting to determine the damages suffered by Gunner as a result of Lucky Duck's infringing conduct, such damages including, but not limited to, Gunner's lost profits on sales or offers for sale of the infringing products, and in no event less than a reasonable royalty;

5. An Order directing Lucky Duck to pay Gunner the amount of damages that Gunner has sustained as a result of Lucky Duck's acts of patent infringement, and that such damages be trebled under 35 U.S.C. § 284 as a result of any willful infringement of Gunner's '105 patent, the '078 patent, the '407 patent, and the '408 patent;

6. This to be declared an exceptional case under 35 U.S.C. § 285, and Gunner to be awarded its attorneys' fees;

7. Lucky Duck to be directed to pay Gunner an award of pre-judgment interest, post-judgment interest, and costs of the suit; and

8. Such other and further relief as this Court deems just and proper.

Dated: June 21, 2021

Respectfully submitted,

By: /s/ Joseph J. Berghammer

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