

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

COACHCOMM, LLC, 2021 NOV 1 P 11: 07 )  
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Plaintiff, YERRA P. HADJICOSTAS )  
 ) U.S. DISTRICT COURT )  
 ) MOBILE DISTRICT )  
v. )  
 )  
WESTCOM WIRELESS, INC., )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No.: 3:21-cv-743  
JURY TRIAL DEMANDED

COMPLAINT

Plaintiff CoachComm, LLC (CoachComm), by and through its attorneys, for its Complaint against Defendant WestCom Wireless, Inc. (WestCom), alleges as follows:

NATURE OF ACTION

1. This civil action against WestCom presents claims for: 1) declaratory judgment under 28 U.S.C. §§ 2201, 2202 and the United States Patent Act, 35 U.S.C. § 1 et seq., that CoachComm does not directly infringe, whether literally or under the doctrine of equivalents, contributorily infringe, or induce infringement of any claim of U.S. Patent No. 11,165,551 and that all claims of U.S. Patent No. 11,165,551 are invalid; 2) false marking under 35 U.S.C. § 292; 3) false advertising under the Lanham Act, 15 U.S.C. § 1125; and 4) bad faith assertion of patent infringement in violation of Ala. Code § 8-12A-1 et seq.

PARTIES

2. CoachComm is a limited liability company organized and existing under the laws of the state of Alabama, with its principal place of business at 205 Technology Parkway, Auburn, Alabama 36830.

3. WestCom is a close corporation organized and existing under the laws of the state of Pennsylvania, with its principal place of business at 2921 Leechburg Road, Lower Burrell, Westmoreland, Pennsylvania 15068.

### JURISDICTION

4. The Court has original subject matter jurisdiction over these claims pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this Complaint states claims arising under federal law, including claims related to the Patent Act, 35 U.S.C. § 1 et seq. The Court has original subject matter jurisdiction over the state law claim presented herein under 28 U.S.C. § 1332 because there is complete diversity between the parties and the amount in controversy for CoachComm's claim under Ala. Code § 8-12A-1 et seq., exclusive of interest and costs, exceeds \$75,000. In addition and to the extent necessary, the Court has supplemental jurisdiction over CoachComm's state law claim under 28 U.S.C. § 1367 because such claim is part of the same case or controversy as CoachComm's federal law claims.

5. This is an action arising, in part, under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 et seq., based on the declaratory judgment sought by CoachComm due to WestCom's accusations against CoachComm of patent infringement, thereby giving rise to an actual case and controversy under 28 U.S.C. §§ 2201 and 2202.

6. This Court has personal jurisdiction over WestCom because WestCom sent to CoachComm at its principal place of business in Auburn, Alabama, a letter alleging infringement and threatening CoachComm with legal proceedings to enforce WestCom's alleged patent rights. Thus, WestCom has purposefully directed its charges of infringement to CoachComm in Alabama and, more specifically, in the Middle District of Alabama. As such, WestCom has knowingly availed itself of personal jurisdiction in the Middle District of Alabama.

7. In addition, WestCom has engaged in additional acts of enforcement in connection with its purported patent rights in the state of Alabama, including in the Middle District of Alabama, by attempting to create a market for its ProCom X12 branded products that it markets as “patented” in Alabama, including the Middle District of Alabama, and by marketing and selling such products to football programs in Alabama, including the Middle District of Alabama.

8. This Court further has personal jurisdiction over WestCom because WestCom intentionally directed marketing statements regarding its ProCom branded products, including its ProCom X12 branded products, into the state of Alabama, including the Middle District of Alabama, and intentionally offered for sale and sold its ProCom branded products, including its ProCom X12 branded products, to customers in the state of Alabama, including the Middle District of Alabama. In addition, CoachComm is based in the Middle District of Alabama and was and continues to be harmed in the Middle District of Alabama as a result of WestCom’s actions including actions taken in Alabama, including in the Middle District of Alabama, and directed at CoachComm in Alabama, including in the Middle District of Alabama.

## VENUE

9. Venue in this district is proper under 28 U.S.C. § 1391(b) because, as set forth herein, WestCom is subject to personal jurisdiction in the Middle District of Alabama and a substantial part of the events giving rise to CoachComm’s claims occurred in the Middle District of Alabama.

## FACTS

### A. CoachComm

10. CoachComm has designed, developed, and sold innovative headset communications devices for over 18 years.

11. CoachComm conducts sales, marketing, engineering, operations, IT, customer service, technical services, and production out of its headquarters in Auburn, Alabama.

12. CoachComm focuses its efforts on providing headset communications devices for football coaching applications. CoachComm's headset communication systems include its COBALT®, COBALT® Plus, and X-System headset systems.

13. CoachComm's customers include football coaching staffs at all levels: professional, Division I, II and III colleges, as well as thousands of high schools nationwide.

14. Through its subsidiary Pliant Technologies, LLC, CoachComm also provides headset communication systems for professional applications including broadcast, live sound, theater, and many more applications. Plaintiff's headset communication systems including its MicroCom, CrewCom, and Tempest headset systems.

**B. WestCom**

15. Upon information and belief, since 2017 or 2018, WestCom has marketed and sold headset communications systems using the ProCom brand throughout the United States.

16. WestCom's headset communications systems include the ProCom X12A, ProCom X12, ProCom X12e, ProCom XLE, ProCom X12MR, and ProCom Titan.

17. WestCom sells its headset communications systems in competition with CoachComm.

**C. The Challenged Patent**

18. U.S. Patent Serial Application No. 17/120,432 (432 application), titled "Communication System, Full Duplex Transceiver Assembly and Full Duplex Transceiver Amplifier Assembly Thereof, and Associated Method" and naming Frank Girardi as the sole inventor and applicant, was filed with the United States PTO on December 14, 2020.

19. Frank Girardi is President of WestCom.

20. On January 27, 2021, the applicant filed an Application Data Sheet naming WestCom Wireless, Inc., as the applicant of the 432 application.

21. The 432 application published on April 1, 2021, as U.S. Patent Publication No. 2021-0099275.
22. The 432 application received a Notice of Allowance from the PTO on April 7, 2021.
23. On April 21, 2021, the applicant filed a Petition to Withdraw from Issue and a Request for Continued Examination with the PTO.
24. On May 19, 2021 the PTO issued a second Notice of Allowance on the 432 application.
25. On November 2, 2021, the 432 application issued as U.S. Patent No. 11,165,551 (551 patent).<sup>1</sup>

**D. WestCom's Demand Letter**

26. On January 26, 2021, acting through its counsel Powers IP Law, WestCom sent a letter to CoachComm in which WestCom asserted that CoachComm's COBALT® Plus and Pliant MicroCom products "incorporate[e] proprietary technology disclosed in [WestCom's] patent application," and that the identified CoachComm products "incorporate proprietary technology used in the ProCom X12 line of wireless transceivers, which is the subject of the aforementioned patent application filed by [WestCom]." The January 26 letter is attached as Exhibit 1.
27. WestCom further asserted that CoachComm's importation and sale of the identified products "infringe claims presented to the United States Patent and Trademark Office."
28. WestCom demanded that CoachComm cease importation and sale of the identified products and threatened that if CoachComm failed to do so "every facet of United States Patent Law will be employed to vehemently enforce [WestCom's] patent rights, and every possible legal remedy would be sought."

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<sup>1</sup> At the time of filing, the PTO had not published the 551 patent. Plaintiff will file a copy of the 551 patent once it becomes available.

29. In its January 26 letter, WestCom did not identify the referenced patent application by title or number or provide any other substantive information about its contents. Likewise, WestCom did not attach the referenced patent application to its January 26 letter.

30. Powers IP Law also represents WestCom in connection with the prosecution of the 432 application that issued as the 551 patent.

**E. CoachComm's Response Letter**

31. On March 11, 2021, CoachComm, through its counsel, responded to WestCom's January 26 letter. CoachComm's response denied the allegations of WestCom's letter.

32. With respect to WestCom's allegations of patent infringement, CoachComm requested that WestCom "provide the numbers of any patents and serial numbers of any patent applications that your client believes CoachComm to be infringing; the names and addresses of the owners and assignees, if any, of any such patents or patent applications; and factual allegations concerning the specific areas in which CoachComm's products, services, and technology infringe the identified patents or patent applications or are covered by the claims in the patents or patent applications." The March 11 letter is attached as Exhibit 2.

33. Other than acknowledging receipt of the March 11 letter, WestCom did not respond to CoachComm's March 11 letter and did not provide the requested information.

**F. WestCom's False Marking and False Advertising Regarding the Patent Status of Its ProCom Branded Products**

34. The American Football Coaches Association (AFCA) is an association of over 11,000 American football coaches at multiple levels of football, including high school, collegiate, and professional.

35. WestCom regularly advertises its ProCom-branded products in AFCA Magazine, a magazine made available to AFCA members, including members in the state of Alabama and in the Middle District of Alabama.

36. FNF Coaches is a multimedia resource for high school football coaches throughout the United States, including in the state of Alabama and in the Middle District of Alabama.

37. WestCom regularly advertises its ProCom-branded products in FNF Coaches magazine.

38. WestCom also advertises its ProCom-branded products via its website [www.procomheadsets.com](http://www.procomheadsets.com) that is available to consumers throughout the United States, including in the state of Alabama and the Middle District of Alabama.

39. When advertising its ProCom-branded products, WestCom has made false statements regarding the patented status of its products.

40. For example and without limitation, in a 2019 issue of AFCA Magazine WestCom advertised the ProCom X12 as a “Patented Coach-To-Coach And Coach-To-Player Beltpack.” (Exhibit 3.)

41. Additionally and without limitation, prior to the issuance of the 551 patent on its website WestCom advertised the ProCom X12 as “patented as the only headset that allows Coach To Coach and Coach to Player communications all in one simple to use Coach friendly belt pack.” (<https://www.procomheadsets.com/x12-old-system>) (Exhibit 4.)

42. Additionally and without limitation, prior to the issuance of the 551 patent in an advertisement for its ProCom X12e Flex system, WestCom stated: “Many of the features included in the **X12e FLEX** are so far advanced that they carry a US Patent.” That same advertisement classifies multiple features and products as “Patented” or a “Patented Feature” including the following features: “Up to 32 coaches with NO PUSH TO TALK,” “Self Healing using “WILL”

technology,” “Zero setup allows you to use the **X12e FLEX** for practice using our exclusive mini helmet receivers,” “Coach To Player Ready,” “Hot Standby Ready,” “Uses ‘WILL’ Self-Healing,” “Coach to Coach & Coach to Player functionality in one simple to use device,” and the X12MR receiver and X12 Game Clock Controller products. (<https://www.procomheadsets.com/college>) In this advertisement WestCom directly references CoachComm and compares its ProCom-branded products to the CoachComm X Series products. (Exhibit 5.) WestCom repeated the same or materially similar statements in multiple advertisements and brochures prior to the issuance of the 551 patent. (*E.g.*, Exhibit 6.)

43. On information and belief, the 432 application and applications claiming priority to it are the only patent applications assigned to WestCom related to headset communications systems.

44. On information and belief, WestCom’s foregoing advertising statements were intended to refer to the alleged inventions claimed in the 432 application because the 432 application purports to describe and claim multiple features listed as patented features in the foregoing advertising statements.

**G. WestCom Targets Customers in Alabama in Competition with CoachComm**

45. WestCom intentionally markets its ProCom-branded products, including its ProCom X12 branded products, to football programs in the state of Alabama, including in the Middle District of Alabama. Such marketing includes, but is not limited to, advertisements in magazines and multimedia resources such as AFCA Magazine and FNF Coaches. Such marketing further includes, but is not limited to, advertisements on its website [procomheadsets.com](https://www.procomheadsets.com).

46. On information and belief, WestCom has intentionally marketed and sold ProCom-branded systems, including its ProCom X12 branded products, to at least the following schools in the state of Alabama: Elba High School, Greenville High School, Pickens County High School, Corner High School, Coosa Christian School, Highland Home High School, Clay-Chalkville High School,



Talladega County High School, Gaston High School, Bibb County High School, Weaver High School, JF Shields High School.

47. As an example, Elba High School and Greenville High Schools are located in the Middle District of Alabama.

48. CoachComm routinely markets and offers to sell headset communication systems, including its Cobalt Plus system, to football programs in the state of Alabama, including, without limitation, to one or more of the schools listed in paragraph 46.

**H. WestCom Harms CoachComm's Revenues and Reputation by Engaging in False and Misleading Advertising**

49. In addition, WestCom has sought to unfairly compete with CoachComm by falsely representing the features, capabilities, and origins of its own ProCom-branded products and by falsely disparaging CoachComm and CoachComm's products, thereby harming the value of CoachComm's extensive innovations, intellectual property research and development, and the goodwill CoachComm has acquired over time and at great expense.

50. WestCom targets existing CoachComm customers and disseminates false and misleading advertising and marketing statements in an effort to encourage CoachComm customers and potential customers to switch from using or avoid adopting CoachComm products, including COBALT® products. WestCom directs false and misleading advertising and marketing to customers and potential customers on ProCom's website, through ProCom's Twitter account, and through other media.

**WestCom's False and Misleading Comparative Advertising**

51. By at least early 2019, WestCom published a comparison chart (First Comparison Chart) on its website (procomheadsets.com), wherein it made false and misleading comparisons of the CoachComm COBALT® product specifications to WestCom's ProCom products.

52. The First Comparison Chart contained a number of false and misleading statements. A number of these false and misleading statements are detailed below. This listing is illustrative and is not exhaustive of all false or misleading statements contained in the 2019 Chart.

53. The First Comparison Chart contains a single joint column for both CoachComm's COBALT® product and WestCom's ProCom Titan product. This presentation falsely or misleadingly implies that the two products are the same. Moreover, at that time, WestCom's website displayed statements saying that the ProCom Titan product was the "same belt pack as Coach Comm's Cobalt system" and that the "ProCom Titan is the same as the Coach Comm Cobalt system."

54. The statement that the ProCom Titan and CoachComm's COBALT® product are the same product is false or misleading. A number of differences exist between the two products, including the following illustrative examples: 1) the CoachComm COBALT® system included a number of hardware changes such that it generated a unique hardware SKU from the manufacturer, including a customized LCD display and changes to audio hardware and 2) the CoachComm COBALT® system included proprietary firmware that created a high/low band split of the transmission spectrum and allowed for the creation of talk groups based on a different frequency hopping groups. On information and belief, the ProCom Titan did not offer these features or capabilities.

55. The First Comparison Chart also included a number of specific false and misleading statements regarding the features, capabilities, and origin of the products.

56. For the CoachComm COBALT® product, the First Comparison Chart states that the "Manufacturer Primarily Use" for the product is "Concerts." This statement is false or misleading. The CoachComm COBALT® product was designed specifically for use in football.

57. For the CoachComm COBALT® product, the First Comparison Chart states that the “Number of Open Mics with System” is “5.” This statement is false or misleading. The CoachComm COBALT® product can operate with more than 5 open mics in a system.

58. For the CoachComm COBALT® product, the First Comparison Chart states that the “Number of PTT users” is “None.” This statement is false or misleading. The CoachComm COBALT® product allows PTT users.

59. For the CoachComm COBALT® product, the First Comparison Chart states that the “Channels (With One Pairing Group)” is “1.” This statement is false or misleading because it implies that the CoachComm COBALT® product cannot operate with two channels. The CoachComm COBALT® product operates with two channels.

60. For the CoachComm COBALT® product, the First Comparison Chart states that the product does not have a “Multi Function Digital Display.” This statement is false or misleading. The CoachComm COBALT® product has a multi-function digital display.

61. The First Comparison Chart also contains a number of false and misleading statements regarding WestCom’s products other than the ProCom Titan.

62. The First Comparison Chart contains a column title “ProCom.” On information and belief, this column is intended to refer to WestCom’s ProCom X12 branded product.

63. In the ProCom labeled column, the First Comparison Chart states or implies that WestCom is the “Actual Manufacturer” of the product. On information and belief, this statement is false or misleading. One or more ProCom X12 branded products are marked as “Made in Korea.” On information and belief, WestCom does not own or operate a manufacturing facility in Korea and instead uses one or more contract manufacturers for its products.

64. In the ProCom labeled column, the First Comparison Chart states “No” for “Antenna Required.” This statement is false or misleading. WestCom’s ProCom X12 branded product requires and, in fact, has an antenna.

65. In the ProCom labeled column, the First Comparison Chart states “Yes” for “IP 67 Mil Spec (Water Resistant).” This statement is false or misleading. WestCom’s ProCom X12 branded products do not meet IP 67 specifications.

66. On March 8, 2019, counsel for CoachComm sent a cease and desist letter to WestCom demanding that this chart immediately cease being used or distributed by WestCom. In response, the First Comparison Chart was removed from WestCom’s website and CoachComm was assured that WestCom would no longer use the CoachComm or COBALT® name.

67. Nevertheless, less than a year later, WestCom again posted a comparison chart (Second Comparison Chart) on its company’s website at <https://www.procomheadsets.com/system-features>, conveying false and misleading side-by-side comparisons between WestCom’s ProCom products and CoachComm’s COBALT® product. While ProCom’s competition on the chart is labeled as “The Other Guys,” the COBALT™ mark is prominently displayed as “The Other Guys” product for purposes of comparison.

68. Specifically, the Second Comparison Chart incorrectly represents that the CoachComm COBALT® product allows two channels on the Head Coach model only. This statement is false or misleading in that it incorrectly implies that only a single product can operate on two channels in a system. In fact, any COBALT® product assigned a head coach role can operate on two channels in a system, and multiple COBALT® products can be assigned a head coach role in a single system.

69. The Second Comparison Chart also incorrectly represents that the CoachComm COBALT® product was “Engineered” in “Korea.” This statement is false or misleading. The unique features in the CoachComm COBALT® product, including a high/low band split of the transmission spectrum and the creation of talk groups based on a different frequency hopping groups, were developed by CoachComm in the United States.

70. The Second Comparison Chart also makes false and misleading statements with regard to WestCom’s ProCom Titan product. Specifically, WestCom states that its Titan product has two channels. On information and belief, the ProCom Titan product was not able to operate on two channels. Thus, on information and belief, this statement is false or misleading.

71. The Second Comparison Chart also makes false and misleading statements with regard to WestCom’s ProCom X12 and XLE products. For both products, the chart states “YES IP67” in the entry for “Water Resistant.” This statement is false or misleading. WestCom’s ProCom X12 and XLE products do not meet IP 67 specifications.

72. On March 16, 2020, counsel for CoachComm sent another letter to WestCom demanding that WestCom immediately cease and desist from making inaccurate representations and comparisons to the consuming public.

73. Upon information and belief, WestCom has removed the Second Comparison Chart from its website, effectively conceding that its comparative advertising was false and misleading. Despite this, WestCom has continued to publish charts conveying false and misleading comparisons between its products and CoachComm’s COBALT® product. Such comparisons have been made, at a minimum, on ProCom’s Twitter account, @ProComHeadsets.

74. Twitter is a social media networking service on which users post and interact with messages known as “tweets.” Upon information and belief, Twitter has a userbase of over 300 million monthly active users, including CoachComm customers and potential customers.

75. Both CoachComm and WestCom regularly use Twitter to market their products.

76. On May 2, 2021, WestCom tweeted a chart on the @ProComHeadsets account making false and misleading comparisons between ProCom products to COBALT® Plus. (Exhibit 7.)

77. In the column related to the CoachComm COBALT® Plus product, there is a red bar in the entry for “Engineered in the USA,” indicating that the product was not engineered in the USA. This statement is false or misleading. Multiple unique features of the CoachComm COBALT® Plus product were developed by CoachComm in the United States.

78. In the column related to the CoachComm COBALT® Plus product, there is a red bar in the entry for “Designed Specifically for Football,” indicating that the product was not designed specifically for football use. This statement is false or misleading. The CoachComm COBALT® Plus product was designed and developed by CoachComm specifically for use in football.

79. In the column related to the CoachComm COBALT® Plus product, there is a red bar in the entry for “Supports over 10 Talkers in a Group with no PTT,” indicating that the product does not support over 10 talkers in a group with no PTT. This statement is false or misleading. The CoachComm COBALT® Plus product supports over 10 talkers in a group with no PTT.

80. In the column related to the CoachComm COBALT® Plus product, there is a red bar in the entry for “Coach to Player Helmet Receiver Ready,” indicating that the product cannot support a coach to player helmet receiver. This statement is false or misleading. The CoachComm COBALT® Plus product is capable of supporting a coach to player helmet receiver.

81. The chart also contains false and misleading statements regarding WestCom's ProCom products.

82. In the column related to the WestCom ProCom products, there is a green bar in the entry for "Does Not Require an External Protruding Antenna," indicating that the product does not require an external protruding antenna. This statement is false or misleading. The WestCom ProCom products require and, in fact, have an external protruding antenna.

83. In addition to the foregoing, WestCom has made additional false or misleading statements regarding CoachComm and Vadoo.

84. On May 12, 2021, WestCom tweeted through the @ProComHeadsets account stating "We don't buy from Vadoo." In the same tweet, WestCom retweeted a tweet purportedly from Reggie Jenkins, account @ReggieJ83386401, on May 12 stating: "CoachComm doesn't make their stuff. They buy from vadooinc.com puts their sticker on it, jacks up the price & calls it their product." (Ex. 8.) This statement is false or misleading. CoachComm does not purchase and resell the COBALT® Plus from an entity named Vadoo.

85. Furthermore, on information and belief, the account @ReggieJ83386401 is not owned or operated by a person named Reggie Jenkins. Instead, the account @ReggieJ83386401 is a fictitious account that is operated by or on behalf of WestCom for the purpose of, among other things, posting disparaging statements regarding CoachComm and CoachComm products.

86. Moreover, WestCom continues to make false statements of origin regarding its ProCom X12 branded products on its website as well. By way of example, ProCom's website includes a video titled "Fact Finder – The Actual Truth" ([procomheadsets.com/video](https://procomheadsets.com/video)). In this video, while describing its ProCom products, WestCom displays a statement of origin that its products are

“Made in the USA.” This statement is false. Upon information and belief, WestCom’s ProCom X12 branded products are manufactured in Korea.

**WestCom’s False Statements About Transmission Power and FCC Compliance of ProCom Branded Products**

87. In addition to the false and misleading statements above, WestCom has made and continues to make false and misleading statements regarding the transmission power and FCC compliance of its ProCom X12 branded products.

88. Beginning as early as the First Comparison Chart referenced above, WestCom advertised its ProCom X12 branded products as having a maximum output of 500 mW.

89. WestCom repeated this claim in the Second Comparison Chart on its company’s website at <https://www.procomheadsets.com/system-features> referenced above. Specifically the Second Comparison Chart states that the ProCom X12 and ProCom XLE have an output power of 500 mW.

90. WestCom has continued to make this claim to the present day. For example, WestCom’s website currently advertises its X12 branded headsets as having “500mw of DTR power.” WestCom repeats that claim on specific pages advertising the ProCom X12A (<https://www.procomheadsets.com/x12a-system>) and ProCom X12 (<https://www.procomheadsets.com/systems>).

91. FCC rules govern the marketing, sale, operation and use of wireless devices operating in the 902-928 MHz frequency bands, including WestCom’s ProCom X12 and X12A products. The ProCom X12 and X12A are governed by Part 15 of the FCC’s rules.

92. Under FCC rules, the ProCom X12 and X12A must be tested and authorized by the FCC before they can be legally marketed, operated, or sold in the United States. The testing and authorization requirements are designed to ensure that all non-licensed transmitters comply with



the FCC's technical standards, including limits on output signal strength, and, thus, are capable of being operated with little potential for causing interference to other radio communications authorized by the FCC.

93. Upon information and belief, the ProCom X12 and X12A are subject to and were authorized under the "certification" procedure, which requires that the manufacturer or seller perform tests on the wireless device to measure the levels of radio frequency energy that the wireless device radiates into the open air and to confirm that they comply with all of the FCC's requirements, including limits on output signal strength. A description of the measurement facilities of the laboratory where the tests are performed must be filed with the FCC. After the tests have been performed, the applicant for authorization must produce and file with the FCC a report explaining in detail the testing procedures that were followed, the test results showing compliance with all pertinent technical standards, and additional information set forth in Part 2 of the FCC's rules, including photographs of the device, a technical description, and user instructions.

94. Neither the FCC nor any other governmental or regulatory authority tests transmitters as a matter of course to verify that they comply with FCC regulations or reported test results.

95. After reviewing the materials submitted by the manufacturer or seller via the certification procedure, the FCC may issue a grant of certification for the particular device.

96. FCC rules require that all certified transmitters bear an FCC Identifier ("FCC ID") label. The FCC ID consists of a three-character grantee code assigned permanently to a specific party by the FCC with an equipment code which serves as an indication to consumers that the transmitter has been authorized by the FCC.

97. The FCC's rules require that the manufacturer or seller obtain the FCC's prior approval before making any power output or antenna changes to the transmitter after the FCC has provided the grant of certification for the device.

98. Upon information and belief, WestCom advertises that the ProCom X12 and ProCom X12A are subject to FCC rules and regulations, that the products comply with Part 15 of the FCC rules, and that the products have been tested and found to comply with FCC limits for Class B devices. Upon information and belief, WestCom has made such statements at least in the User Manuals for the ProCom X12 and ProCom X12A.

99. Upon information and belief, the ProCom X12 and X12A as sold bear an FCC identifier (2AO37X12 and 2AO37X12A, respectively).

100. Upon information and belief, based on the frequency range and number of frequency hopping channels used in the ProCom X12 and X12A products, those products are limited by FCC rules, including 47 CFR § 15.247, to an output power of 250 mW.

101. Upon information and belief, the materials submitted by WestCom to the FCC under the certification procedure for the ProCom X12 showed a maximum output power of 198 mW. The FCC then issued a grant for the ProCom X12 based on a maximum output power of 198 mW.

102. Upon information and belief, the materials submitted by WestCom to the FCC under the certification procedure for the ProCom X12A showed a maximum output power of 183 mW. The FCC then issued a grant for the ProCom X12A based on a maximum output power of 183 mW.

103. In light of the foregoing, WestCom's advertising statements that its ProCom X12 branded products have an output power of 500 mW are false or misleading in one or more ways.

104. To the extent that the materials submitted by WestCom to the FCC through the certification procedure are representative of the ProCom X12 and X12A as sold, then WestCom's claim that the output power the ProCom X12 and X12A is 500 mW is literally false.

105. If the ProCom X12 and X12A provide an output power of 500 mW, then WestCom has either submitted fraudulent materials to the FCC or altered its products after obtaining an FCC grant. In addition, if that is the case, then the ProCom X12 and X12A exceed the 250mW maximum output power permitted by a device operating in the frequency range and with the number of frequency hopping channels used by the ProCom X12 and X12A. As a result, WestCom's advertising statements that the ProCom X12 and X12A comply with Part 15 of the FCC rules, that the products have been tested and found to comply with FCC limits for Class B devices, and use of the FCC ID labels are false or misleading.

**WestCom's False Statements About CoachComm and the COBALT® Products**

106. Not content to disparage CoachCom through its comparative advertising, WestCom has also widely disseminated additional false and misleading information about CoachComm and the COBALT® products through its Twitter account.

107. Specifically, WestCom has tweeted false and misleading statements through the @ProComHeadsets account that:

- The COBALT® Plus product is “untested”;
- The COBALT® product won't “last one game” or will fail “in less than one season”.

108. The statement that CoachComm's COBALT® Plus product is “untested” is false or misleading. CoachComm subjected the product to substantial testing, including in-game testing

with multiple teams operating at multiple facilities, including in the Alabama state high school football playoffs.

109. The statements that CoachComm's COBALT® product won't "last one game" or will fail "in less than one season" are false or misleading. Since the release of CoachComm's COBALT® product, CoachComm has not experienced problems or replacements in the field sufficient to support a claim that the product won't "last one game" or will fail "in less than one season."

**The Harm Caused to CoachComm**

110. WestCom's dissemination of these false claims harms CoachComm and misleads consumers.

111. CoachComm has invested substantial resources in the development and distribution of its many headset and wireless systems, including its COBALT® products, which assist coaches in providing effective practices and in managing real-time events.

112. Unless enjoined, WestCom's false claims are likely to irreparably harm CoachComm's good will and strong reputation for providing quality and winning solutions to thousands of schools across the country, as well as to dilute the COBALT™ trademark and irreparably harm the value and goodwill CoachComm has built up in this mark.

113. Further, unless enjoined, WestCom's false claims are likely to also result in an irreparable loss of sales by CoachComm.

**COUNT I – DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

114. CoachComm realleges and incorporates by reference the allegations of paragraphs 1 through 113 as if fully set forth herein.

115. There is an actual and justiciable controversy between the parties arising under the Patent Act, 35 U.S.C. § 1 et seq., regarding CoachComm's non-infringement of the claims of the 551 patent.

116. Based on WestCom's January 26 letter, including the accusations of patent infringement contained therein, and CoachComm's denial of infringement, a substantial, immediate, and real controversy exists between CoachComm and WestCom regarding whether CoachComm infringes any claim of the 551 patent. A judicial declaration is necessary to determine the parties' respective rights regarding the 551 patent.

117. CoachComm's COBALT® Plus and Pliant MicroCom products, as well as any products not colorably different from the foregoing, do not infringe any valid and enforceable claim of the 551 patent.

118. By way of example and without limitation, CoachComm's COBALT® Plus and Pliant MicroCom products, as well as any products not colorably different from the foregoing, do not infringe the independent claims of the 551 patent, all of which are directed to communications systems having a plurality of full duplex transceiver assemblies each having an ON condition and an OFF condition, and configured to be worn by a different user, each of the plurality of full duplex transceiver assemblies comprising a housing and printed circuit board coupled to the housing, the printed circuit board comprising a transceiver having a microprocessor wherein each microprocessor is configured to emit a different stream of controlling data when the plurality of full duplex transceiver assemblies are in the ON condition, thereby allowing each of the plurality of full duplex transceiver assemblies to communicate among a plurality of different logical channels, wherein, embedded with each different stream of controlling data is a unique

identification number for grouping each of the plurality of full duplex transceiver assemblies together or methods of communicating using such a system.

119. CoachComm is entitled to a judicial declaration that it does not infringe directly, by inducement, or by contribution any valid and enforceable claim of the 551 patent.

## **COUNT II – DECLARATORY JUDGMENT OF INVALIDITY**

120. CoachComm realleges and incorporates by reference the allegations of paragraphs 1 through 119 as if fully set forth herein.

121. There is an actual and justiciable controversy between the parties regarding the invalidity of the claims of the 551 patent for failure to meet the requirements of the Patent Act, 35 U.S.C. § 1 et seq., including but not limited to 35 U.S.C. §§ 101, 102, 103, 112.

122. Based on WestCom's January 26 letter, including the accusations of patent infringement contained therein, and CoachComm's denial of infringement, a substantial, immediate, and real controversy exists between CoachComm and WestCom regarding the validity of the claims of the 551 patent. A judicial declaration is necessary to determine the parties' respective rights regarding the 551 patent.

123. On information and belief, a reasonable opportunity for further investigation or discovery will likely show that each claim of the 551 patent is invalid as anticipated by and obvious over prior art under 35 U.S.C. §§ 102 & 103.

124. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by U.S. Patent Publication No. 2020/0296781 to Fraser.

125. Fraser is the publication of an application filed January 10, 2020, which is a continuation of an application filed March 13, 2018. Fraser is prior art to the 551 patent.

126. Fraser discloses a wireless conferencing system in which full duplex radios can be divided into groups and sub-groups on different logical channels and radios can move between different

groups and sub-groups. Fraser's wireless conferencing system anticipates or, in combination with additional prior art publications and products, renders obvious the claims of the 551 patent.

127. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by U.S. Patent No. 7,082,314 to Farmer, et al.

128. Farmer issued July 25, 2006. Farmer is prior art to the 551 patent.

129. Farmer discloses a wireless intercom system in which a subset of devices within a system can communicate. Farmer's wireless intercom system anticipates or, in combination with additional prior art publications and products, renders obvious the claims of the 551 patent.

130. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by U.S. Patent No. 6,181,707 to Erickson et al.

131. Erickson issued on January 30, 2001. Erickson is prior art to the 551 patent.

132. Erickson discloses an intercom system in which users can communicate with groups or sub-groups of other users in the system. Erickson's intercom system anticipates or, in combination with additional prior art publications and products, renders obvious the claims of the 551 patent.

133. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by U.S. Patent Publication No. 2020/0336277 to Gossiaux, et al.

134. Gossiaux is the publication of an application filed April 22, 2019. Gossiaux is prior art to the 551 patent.

135. Gossiaux discloses a communication system of full-duplex transceivers with a group forming capability. Gossiaux's system anticipates or, in combination with additional prior art publications and products, renders obvious the claims of the 551 patent.

136. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by the P25 Standard.

137. The P25 Standard was published no later than October 2015. The P25 Standard is prior art to the 551 patent.

138. The P25 Standard describes the division of radios into selected talk groups using unique IDs. The P25 Standard's system anticipates or, in combination with additional prior art publications and products, renders obvious the claims of the 551 patent.

139. By way of example and without limitation, each claim of the 551 patent is anticipated or rendered obvious by CoachComm's Tempest and CrewCom/X System products.

140. CoachComm's Tempest and CrewCom/X System products were offered for sale or sold by 2008 and 2016, respectively. CoachComm's Tempest and CrewCom/X System products are prior art to the 551 patent.

141. CoachComm's Tempest and CrewCom/X System products are headset communication devices that allow users to communicate on multiple logical channels. CoachComm's Tempest and CrewCom/X System products anticipate or, in combination with additional prior art publications and products, render obvious the claims of the 551 patent.

142. On information and belief, a reasonable opportunity for further investigation or discovery will likely show that each claim of the 551 patent is invalid for at least failing to adequately disclose the invention in the specification of the patent and for failing to enable a person of ordinary skill in the art to make or use the claimed apparatus.

143. By way of example and without limitation, the specification does not provide adequate written description and does not enable a person of ordinary skill in the art to make the claimed apparatus with respect to at least the limitation: "wherein each microprocessor is configured to emit a different stream of controlling data when the plurality of full duplex transceiver assemblies are in the ON condition, thereby allowing each of the plurality of full duplex transceiver assemblies



to communicate among a plurality of different logical channels” or “wherein, embedded with each different stream of controlling data is a unique identification number for grouping each of the plurality of full duplex transceiver assemblies together.”

144. On information and belief, a reasonable opportunity for further investigation or discovery will likely show that each claim of the 551 patent is invalid as indefinite for failing to particularly point out and distinctly claim the subject matter of the invention.

145. By way of example and without limitation, a person of ordinary skill in the art would not understand the full scope of the limitations: “wherein each microprocessor is configured to emit a different stream of controlling data when the plurality of full duplex transceiver assemblies are in the ON condition, thereby allowing each of the plurality of full duplex transceiver assemblies to communicate among a plurality of different logical channels” or “wherein, embedded with each different stream of controlling data is a unique identification number for grouping each of the plurality of full duplex transceiver assemblies together.”

146. CoachComm is entitled to a judicial declaration and order that each claim of the 551 patent asserted is invalid and unenforceable.

### **COUNT III – FALSE MARKING UNDER 35 U.S.C. § 292**

147. CoachComm repeats and incorporates paragraphs 1-146 as if set forth here.

148. Upon information and belief, WestCom has falsely advertised and identified its ProCom X12 branded products as being patented or containing patented features when those products in fact were not protected by any patent owned, controlled or licensed by WestCom, or owned by a third party with consent, in violation of 35 U.S.C. § 292(a), which prohibits marking on, affixing to, or using in advertising in connection with any unpatented article, the word “patent” or any word or number importing that the same is patented, for the purpose of deceiving the public.

149. As described above, beginning at least as early as March 2019 and continuing throughout the time prior to the issuance of the 551 patent, WestCom has used the word “patent” in connection with its advertising of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products, including that such products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented.”

150. On information and belief, the 432 application and applications claiming priority to it are the only patent applications assigned to WestCom related to headset communications systems.

151. On information and belief, WestCom’s foregoing advertising statements were intended to refer to the alleged inventions claimed in the 432 application because the 432 application purports to describe and claim multiple features listed as patented features in the foregoing advertising statements.

152. Upon information and belief, for the time period beginning at least as early as March 2019 and continuing at least until the 551 patent issued on November 2, 2021, WestCom was not the owner or assignee of any issued U.S. Patent that covers one or more of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, or X12 Game Clock Controller.

153. Upon information and belief, for the time period beginning at least as early as March 2019 continuing at least until the 551 patent issued on November 2, 2021, WestCom did not have the consent of any patentee to use the word “patent” in connection with its advertising of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products.

154. Upon information and belief, at a minimum, prior to the issuance of the 551 patent on November 2, 2021, WestCom’s advertising statements that the ProCom X12, ProCom X12A,

ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented” were false statements.

155. Upon information and belief, WestCom, as the applicant for the 432 application, knew and knows that its advertising statements that the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented” were false statements.

156. WestCom made its advertising statements that the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented” for the purpose of and with the intent of deceiving the public because its advertising statements are misrepresentations regarding the patent status of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products, and WestCom had knowledge of this falsity.

157. WestCom’s false advertising statements regarding the patent status of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products have caused a competitive injury to CoachComm because, at a minimum, these statements falsely represented to consumers that CoachComm’s competing products do not incorporate the allegedly patented features or do so in violation of patent rights.

158. CoachComm is entitled to damages adequate to compensate it for the competitive injury it has suffered as a result of WestCom’s false advertising statements regarding the patent status of

the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products.

159. WestCom's false advertising statements regarding the patent status of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products were made in bad faith and with reckless disregard to CoachComm's and consumer's interests.

160. WestCom's bad faith false advertising statements regarding the patent status of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products makes this case exceptional under the meaning of 35 U.S.C. § 285.

**COUNT IV – FALSE ADVERTISING REGARDING THE PATENT STATUS OF  
WESTCOM PRODUCTS UNDER SECTION 43 OF THE LANHAM ACT—15 U.S.C. §  
1125**

161. CoachComm repeats and incorporates paragraphs 1-160 as if set forth here.

162. WestCom has falsely advertised its ProCom X12 branded products as patented or containing patented features when those products were not protected by any patent that is owned, controlled or licensed by WestCom, or by a third party, which is a false and misleading representation of fact actionable under the Lanham Act § 43(a) (15 U.S.C. § 1125(a)).

163. As described above, beginning at least as early as March 2019 and continuing to the present, WestCom has used and uses the word "patent" in connection with its advertising of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products, including that such products are: a "Patented Coach-To-Coach And Coach-To-Player Belt Pack"; "carry a US Patent"; include "Patented Feature[s]"; and are "Patented."

164. On information and belief, the 432 application and applications claiming priority to it are the only patent applications assigned to WestCom related to headset communications systems.

165. On information and belief, WestCom's foregoing advertising statements were intended to refer to the alleged inventions claimed in the 432 application because the 432 application purports

to describe and claim multiple features listed as patented features in the foregoing advertising statements.

166. On information and belief, for the time period beginning at least as early as March 2019 and continuing at least until the 551 patent issued on November 2, 2021, WestCom was not the owner or assignee of any issued U.S. Patent that covers one or more of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, or X12 Game Clock Controller.

167. On information and belief, for the time period beginning at least as early as March 2019 continuing at least until November 2, 2021, WestCom did not have the consent of any patentee to use the word “patent” in connection with its advertising of the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products.

168. On information and belief, at a minimum, prior to the issuance of the 551 patent on November 2, 2021, WestCom’s advertising statements that the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented” were literally false statements because the statements were made prior to the issuance of the 551 patent.

169. WestCom’s violation of 15 U.S.C. § 1125(a) is willful, malicious, and in bad faith because WestCom, as the applicant for the 432 application, knew and knows that its advertising statements that the ProCom X12, ProCom X12A, ProCom X12e Flex, ProCom X12MR, and X12 Game Clock Controller products are: a “Patented Coach-To-Coach And Coach-To-Player Belt Pack”; “carry a US Patent”; include “Patented Feature[s]”; and are “Patented” were literally false statements.

170. The foregoing statements actually deceived or had the capacity to deceive consumers of headset communications systems because the statements falsely and deceptively communicate to consumers that WestCom's ProCom X12 branded products and specifically identified features of those products are protected by an issued U.S. patent and consequently not available in competing headset communications systems.

171. The foregoing statements are material to the purchasing decisions of consumers of headset communications devices because the statements communicate to consumers that competing headset communications systems, including those of CoachComm, do not or cannot legally include the specifically identified features or, more generally, are not a headset comparable to WestCom's ProCom X12 branded products.

172. The foregoing statements were made in commerce under the meaning of 15 U.S.C. § 1125(a) by, for example, inclusion of the statements in nationally distributed magazines or on WestCom's website that is available to users throughout the United States. In addition, WestCom's ProCom X12 branded products are sold and travel in interstate commerce because they are offered for sale and sold throughout the United States.

173. As a direct competitor of WestCom, CoachComm has been injured by the foregoing statements because such statements falsely indicate to consumers that CoachComm's products do not or cannot legally include the specifically identified features or, more generally, a headset communication system comparable to WestCom's ProCom X12 branded products. These false statements have injured CoachComm's reputation in the market and have caused CoachComm to lose sales of its headset communications systems.

174. CoachComm is entitled to an award of its actual damages and costs and WestCom's profits pursuant to 15 U.S.C. § 1117(a)(1-3).

175. WestCom's false statements are literally false and have been made willfully and with the intent to deceive the public. CoachComm is therefore entitled to judgment that this is an exceptional case and consequent award of treble damages up to three times the amount found to be actual damages, as well as its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a).

**COUNT V – VIOLATION OF ALA. CODE 8-12A-1 et seq.**

176. CoachComm repeats and incorporates paragraphs 1-175 as if set forth here.

177. WestCom's January 26 letter to CoachComm constitutes a bad faith patent assertion in violation of Ala. Code § 8-12A-2(a).

178. WestCom's January 26 letter accuses CoachComm of patent infringement.

179. WestCom's January 26 letter is a demand letter within the meaning of Ala. Code § 8-12A-1.

180. CoachComm is a target of the January 26 letter within the meaning of Ala. Code § 8-12A-1.

181. At the time WestCom sent the January 26 letter, the 551 patent had not issued.

182. At the time WestCom sent the January 26 letter, the 432 application had not received a notice of allowance of any claims.

183. WestCom's January 26 letter did not identify the 432 application by serial number.

184. WestCom's January 26 letter did not specifically identify the owner or assignee of the patent or application referenced in the January 26 letter.

185. WestCom's January 26 letter did not contain any factual allegations concerning the specific areas in which CoachComm's products, services, and technology infringe the identified patents or patent applications or are covered by the claims in the patents or patent applications

186. CoachComm's March 11 response letter requested the information referenced in paragraphs 183-185. WestCom did not provide the requested information.

187. As a result of WestCom's bad faith patent assertion, CoachComm was required to undertake the time and expense to investigate WestCom's vague claim of patent infringement without any identifying information regarding the patent application referenced in the January 26 letter or any information regarding the substance of said application and further required to bring the instant declaratory judgment action to clear the air of WestCom's bad faith patent infringement claims.

188. Under Ala. Code § 8-12A-2(d), CoachComm is entitled to damages adequate to compensate for its injury, its court fees and attorneys' fees associated with WestCom's January 26 letter and the instant action, and exemplary damages of the greater of \$50,000 or three times the total damages, costs, and fees CoachComm has incurred.

**COUNT VI – FALSE ADVERTISING REGARDING COACHCOMM AND WESTCOM PRODUCTS UNDER SECTION 43 OF THE LANHAM ACT – 15 U.S.C. § 1125**

189. CoachComm repeats and incorporates paragraphs 1-188 as if set forth here.

190. As detailed in Section H., *supra*, WestCom has made false and misleading advertising statements regarding both WestCom products and CoachComm products.

191. As detailed in Section H., *supra*, WestCom has made false and misleading advertising statements regarding the features, capabilities, source, and origin of CoachComm's COBALT® and COBALT® Plus products.

192. As detailed in Section H., *supra*, WestCom has made false and misleading advertising statements regarding the features, capabilities, source, and origin of WestCom's ProCom branded products.

193. WestCom's violation of 15 U.S.C. § 1125(a) is willful, malicious, and in bad faith because WestCom knew and knows that the foregoing statements regarding the features, capabilities,



source, and origin of both WestCom's ProCom-branded products and CoachComm's COBALT® and COBALT® Plus products are false or misleading statements of fact.

194. The foregoing statements actually deceived or had the capacity to deceive consumers of headset communications systems because the statements communicate false and misleading statements of fact to consumers regarding the features, capabilities, source, and origin of both WestCom's ProCom branded products and CoachComm's COBALT® and COBALT® Plus products.

195. The foregoing statements are material to the purchasing decisions of consumers of headset communications systems because the features, capabilities, source, and origin of headset communications systems are relevant considerations when football programs evaluate and purchase competing headset communications systems.

196. The foregoing statements were made in commerce under the meaning of 15 U.S.C. § 1125(a) by, for example, inclusion of the statements on WestCom's website that is available to users throughout the United States or by posting such statements to potential consumers via Twitter.com. In addition, WestCom's ProCom-branded products and CoachComm's COBALT® and COBALT® Plus products are sold and travel in interstate commerce because they are offered for sale and sold throughout the United States.

197. As a direct competitor of WestCom, CoachComm has been injured by the foregoing statements. These false and misleading statements have injured CoachComm's reputation in the market and have caused CoachComm to lose sales of its headset communications systems by disparaging CoachComm's COBALT® and COBALT® Plus products and falsely misrepresenting the capabilities of WestCom's ProCom branded products.

198. CoachComm is entitled to an award of its actual damages and costs and WestCom's profits pursuant to 15 U.S.C. § 1117(a)(1-3).

199. WestCom's false statements are literally false and have been made willfully and with the intent to deceive the public. CoachComm is therefore entitled to judgment that this is an exceptional case and consequent award of treble damages up to three times the amount found to be actual damages, as well as its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a)

### **JURY DEMAND**

200. CoachComm demands a trial by jury on all issues.

### **PRAYER FOR RELIEF**

WHEREFORE, CoachComm prays for relief as follows:

(a) That the Court declare that CoachComm does not infringe directly, by inducement, or by contribution any claim of the 551 patent by making, using, importing, offering to sell, or selling CoachComm's COBALT® Plus and Pliant MicroCom products, as well as any products not colorably different from the foregoing;

(c) That the Court declare and order that each claim of the 551 patent is invalid and unenforceable;

(d) That the Court enter judgment enjoining and restraining WestCom and its officers, agents, employees, attorneys, and all others acting for or on its behalf from stating, implying, or suggesting that CoachComm infringes the 551 patent;

(e) That the Court enter judgment that WestCom has violated 35 U.S.C. § 292 and order WestCom to pay CoachComm damages adequate to compensate for CoachComm's injury, to be determined by the trier of fact;

(f) That the Court enter judgment that WestCom has violated the Lanham Act, 15 U.S.C. § 1125, and order WestCom to pay CoachComm damages adequate to compensate for

CoachComm's injury, to be determined by the trier of fact;

(g) That the Court enter judgment enjoining and restraining WestCom and its officers, agents, employees, attorneys, and all others acting for or on its behalf from making false statements regarding the features, capabilities, source, or origin of WestCom's ProCom branded products and CoachComm's COBALT® and COBALT® Plus products;

(h) That the Court enter judgment that WestCom has violated Ala. Code § 8-12A-1 et seq., order WestCom to pay damages adequate to compensate for CoachComm's injury and treble exemplary damages;

(i) That the Court find this case is exceptional within the meaning of 35 U.S.C. § 285 and award CoachComm its reasonable attorneys' fees in this action;

(j) That the Court find this case is exceptional within the meaning of 15 U.S.C. § 1117 and award CoachComm its reasonable attorneys' fees in this action;

(k) That the Court award CoachComm its reasonable attorneys' fees under Ala. Code § 8-12A-2;

(l) That WestCom be ordered to pay pre-judgment and post-judgment interest on all damages awarded to CoachComm;

(m) That all costs be taxed against WestCom; and

(n) That CoachComm be granted such other and further relief as the Court deems just and proper.

Dated: November 1, 2021

*Lillie Hobson*

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*Attorneys for Plaintiff CoachComm, LLC*

**Summons and Complaint are to be served on Defendant via Plaintiff  
at the following address:**

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Lower Burrell, PA 15068**