

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

BUTECH, INC. D/B/A BUTECH BLISS	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 1:22-cv-2175
v.	)	
	)	
BRANER USA, INC.	)	
	)	
Defendant.	)	
	)	

**COMPLAINT FOR PATENT INFRINGEMENT
AND DEMAND FOR JURY TRIAL**

Nature of the Action

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 et seq., including 35 U.S.C. §§ 271, 281, 283, 284, and 285.

Parties

2. Plaintiff Butech, Inc. d/b/a Butech Bliss ("Butech") is a corporation organized under the laws of the State of Ohio with its principal place of business in Salem, Ohio.

3. On information and belief, Defendant Braner USA, Inc. ("Braner") is a corporation incorporated under the laws of the State of Illinois with its principal place of business in Schiller Park, Illinois.

Jurisdiction and Venue

4. This Court has exclusive subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338.

5. Venue in this judicial district is proper pursuant to 28 U.S.C. §§ 1391(b) and 1400(b).

6. Braner is incorporated in the State of Illinois and maintains and has maintained a regular and established place of business in this District. This includes, among other things, Braner's principal place of business in Schiller Park, Illinois.

The Asserted Patent

7. On March 8, 2011, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 7,901,271 ("the '271 patent"), entitled "Shimless Dual Arbor Scrap Chopper." A copy of the '271 patent is attached as Exhibit A. The 7.5-year maintenance fee was timely paid on August 22, 2018. The 11.5-year maintenance fee is due by September 8, 2022.

8. Butech owns the '271 patent and holds all rights to sue for past, present, and future infringement thereof.

9. Independent claim 1 of the '271 patent is directed to a method of performing maintenance for a plurality of blades of a dual arbor chopper. The method includes providing a dual arbor chopper comprising a support housing, a pair of oppositely disposed arbors rotatably positioned within the housing, each arbor having at least one blade attached to the arbor by a clamping block in a first position and at least one fastener positioned through an aperture in the clamping block and an aperture in the blade, each blade comprising a first face side generally parallel to a second face side, and a top surface opposite a bottom surface, wherein a first active cutting edge is

formed at the intersection of the top surface and the first face side and is positioned in a first cutting edge position, wherein the first face side of the blade registers against the arbor and the clamping block registers against the second face side of the blade; removing the fastener and the clamping block from each arbor to release the blade when said first active cutting edge of the blade is worn; sharpening each blade by grinding at least the first face side of the blade to form a second active cutting edge; attaching the blade to the arbor with the fastener and the clamping block such that the clamping block is positioned in a second position displaced from the first position by an amount equal to the material ground from the blade; and said second active cutting edge is positioned in a second cutting edge position which is the same as said first cutting edge position without the use of a shim.

10. As explained at column 5, lines 4-17 of the patent specification, the maintenance method is beneficial because set-up time is saved compared to choppers with shimmed designs.

11. The term “shim” is defined in the patent specification at column 5, lines 30-45. “A shim is a thickness of material used to compensate for the loss of material of a knife blade in the sharpening process” and the “end result of the use of a shim is that the sharpened active cutting edge of the knife is repositioned where it was when it was in a new condition.” The master shim is considered to be part of the register surface of the arbor, and is not a shim within the context of the ‘271 patent. Thus, in the context of the ‘271 patent, a shim is used to compensate for a change in thickness of the knife, and is not used within or as a part of the master shim to adjust the master shim thickness.

Facts Relating to the Parties' Dispute Concerning the Infringing Shimless Chopper

12. Among other products, Butech manufactures and sells dual arbor choppers designed so that maintenance can be performed on the chopper without the use of a shim ("the Butech Shimless Chopper").

13. Braner is a competitor of Butech in the field of edge trim waste scrap handling.

14. In 2018 and 2019, Braner was awarded projects for scrap handling systems for domestic slitting lines.

15. Shimless choppers were requested for the scrap handling systems. At that time, Braner did not make or sell shimless choppers.

16. Braner purchased two Butech Shimless Choppers to fulfill the requirements of those projects. Details associated with each of the orders are provided in the Table below:

Date	Butech Order No.	Braner Order No.
January 16, 2018	M948	15286-45605
October 17, 2019	M993	15836-51719

17. As a part of the sales of the Butech Shimless Choppers to Braner, Butech provided Braner with detailed drawings and proposal documents for the Butech Shimless Choppers.

18. The Butech drawings for the January 16, 2018 and October 17, 2019 orders are attached as Exhibits B and C, respectively. Both sets of drawings include a warning box (reproduced below) indicating that the Butech Shimless Choppers are covered by one or more patents. The '271 patent is explicitly listed as shown in the below reproduction of the warning box.

WARNING:

This drawing and the information it contains is the exclusive property of Butech, Inc. Reproduction or disclosure to others of this drawing or any information contained herein without the written consent of Butech, Inc. is copyright infringement and/or disclosure of a trade secret. The component represented in this drawing is part of a patented product covered by one or more of the following patents or pending patents:

U.S. # 6,742,427 & 7,637,132 & 7,637,133 & 7,901,271 & 8,529,172

Reconstruction of a patented product is patent infringement.

(8/14)

19. The detailed Butech proposal documents for the January 16, 2018 and October 17, 2019 orders are attached as Exhibits D and E, respectively. Page 4 of 16 of Exhibit D and page 3 of Exhibit E include sections titled "PATENTED HELICAL CUTTING ACTION," the text of which is reproduced below:

HELICAL CUTTING ACTION

Butech Bliss choppers feature a unique helical cutting action similar to a shear with rake. The result is very quiet operation and extremely good knife life. The reduced forces allow a more compact design and require less peak horsepower.

A patented shimless knife geometry and mounting arrangement allows this helical action to be accomplished with knives that have four (4) usable cutting edges. The knives are sharpened by grinding two flat sides on a common small surface grinder that is normally available in most tool rooms or small shops. No special jigs, fixtures, or tooling items are required for resharpener.

Knife removal and replacement is extremely quick and easy. Depending on the Customer's maintenance procedures, a complete set of knives can be rotated to a new edge or replaced very quickly using relatively unskilled labor.

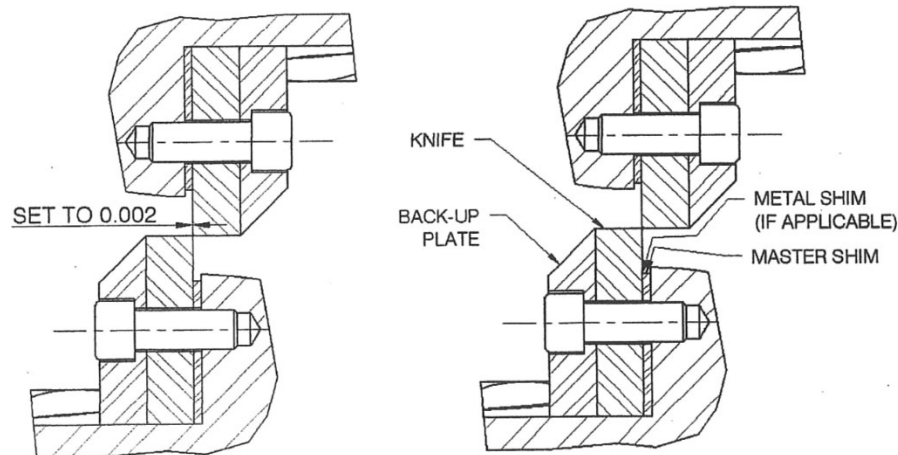
20. Page 6 of 16 of Exhibit D and page 6 of Exhibit E also refer to a patented knife configuration and mounting arrangement and an excerpt is reproduced below:

SHIMLESS CHOPPER KNIVES – A patented knife configuration and mounting arrangement allows the scrap to be sheared with a helical cutting action which ensures quiet operation, long life and easy maintenance. Each knife has four (4) usable cutting edges before a knife sharpening is required and can be rotated or replaced very quickly. When needed, sharpening can be done on a simple surface grinder with no special jigs or fixtures and, with our “shimless” knife design, the factory set knife gap is maintained after sharpening with no knife shimming required.

21. In about July of 2021, Butech was asked to quote pricing for Butech chopper knives for installation in a third-party’s scrap chopper. As a part of this process, Butech was asked to examine and take photographs of the third-party’s existing shimless chopper (“the Infringing Shimless Chopper”). On information and belief, the Infringing Shimless Chopper was made by Braner and sold by Braner to the third-party. A photograph of the Infringing Shimless Chopper (taken on July 13 or 14, 2021) is attached as Exhibit F. An excerpt from a Braner manual provided by the third-party to Butech is attached as Exhibit G. This excerpt contains the three pages of the Braner instruction manual related to knife maintenance on the Infringing Shimless Chopper sold by Braner to the third-party.

22. The Infringing Shimless Chopper shown in Exhibit F appears to be substantially identical to the Butech Shimless Choppers previously sold to Braner in 2018 and 2019. On information and belief, Braner copied the design of the Infringing Shimless Chopper from Butech.

23. Figure 3 from page 3 of Exhibit G, which is reproduced below, illustrates “typical knife gaps.”



24. On information and belief, the element labeled as a “BACK-UP PLATE” is a clamping block as recited in the claims of the ‘271 patent.

25. On information and belief, Figure 3 of the Braner instruction manual illustrates a knife, fastener, and back-up plate which appear substantially identical to the shimless chopper knife assembly illustrated in the ‘271 patent.

26. On information and belief, knife maintenance on the Infringing Shimless Chopper depicted in Figure 3 of Exhibit G would necessarily include the steps of removing the knife, sharpening the knife, and reattaching the knife via fasteners and “the BACK-UP PLATE” (i.e., clamping block) as described in claim 1 of the ‘271 patent.

27. On information and belief, Braner’s customers, acting alone or under the direction and control of Braner, have performed and are performing the method claimed in at least claims 1-3, 5, and 6 of the ‘271 patent, resulting in Braner and/or Braner’s customers directly infringing at least claims 1-3, 5, and 6 of the ‘271 patent.

28. On information and belief, Braner has actively induced the direct infringement of at least claims 1-3, 5, and 6 of the ‘271 patent by Braner’s customers by

providing instructions concerning the method of at least claims 1-3, 5, and 6 of the '271 patent.

29. On information and belief, Braner provides purchasers of the Infringing Shimless Choppers with the manual including instructions on knife maintenance and following the instructions leads to direct infringement of at least claims 1-3, 5, and 6 of the '271 patent by Braner's customers.

30. By copying the design of the Butech Shimless Chopper, Braner intentionally facilitated and supported its customers' infringing uses by providing an Infringing Shimless Chopper having the specific attributes described in at least claims 1-3, 5, and 6 of the '271 patent.

31. On information and belief, Braner installed the Infringing Shimless Chopper at its customers' domestic slitting lines and trained employees to perform the patented method as a part of the maintenance of the knives of the Infringing Shimless Chopper.

32. On information and belief, by marketing, selling, installing, and/or servicing Infringing Shimless Choppers based on the copied design of the Butech Shimless Chopper, which can only practically be used to practice the claimed method, Braner necessarily actively induces customers to directly infringe at least claims 1-3, 5, and 6 of the '271 patent.

33. On information and belief, Braner has contributed to the direct infringement by Braner's customers and the Infringing Shimless Chopper sold to the customers by Braner has no substantial non-infringing use. The design features of the

Infringing Shimless Chopper that are used for performance of the maintenance method are suitable only for an infringing use.

Butech's Efforts to Resolve the Dispute

34. In a letter to Braner dated August 18, 2021, Butech enclosed a copy of the '271 patent and asked Braner to review the claims in comparison to the Infringing Shimless Chopper.

35. In a responsive letter dated October 27, 2021, Braner asserted the '271 patent had no relevance to Braner's activities. On page 3, this letter claimed that "Braner does not provide any instructions for any of its scrap choppers to maintain knives..."

36. In a follow-up e-mail on November 1, 2021, Braner acknowledged having "equipment manuals that cover safety and many aspects of owning a Braner scrap chopper" but again asserted that "the manuals include no instructions on maintaining knives."

37. In a December 22, 2021 letter, Butech asked Braner to provide the instruction manual for the Infringing Shimless Chopper and indicated "Butech is willing to sign a confidentiality (NDA) to assure Braner it will not disseminate the manual."

38. Braner responded on January 4, 2022, again denying infringement but ignoring Butech's request concerning the instruction manual. Braner also denied knowledge of the '271 patent prior to Butech's August 18, 2021 letter.

39. On February 2, 2022, Butech provided evidence that Braner had prior knowledge of the '271 patent based on the documents Butech provided to Braner when it sold Braner two Butech Shimless Choppers. Butech again requested a copy of the

manual for Braner's Infringing Shimless Chopper manual and again noted "Butech is willing to sign a confidentiality (NDA) to assure Braner it will not disseminate the manual."

40. In an e-mail on March 2, 2022, Braner claimed for the first time that it did not make or sell a shimless chopper.

41. In an e-mail dated March 4, 2022, Butech referenced the Infringing Shimless Chopper that it had observed at the third-party's facility and asked Braner to explain why that Infringing Shimless Chopper did not practice the claimed invention.

42. In an e-mail dated March 7, 2022, Braner claimed that this particular Infringing Shimless Chopper included shims and did not require the use of a clamping block.

43. Butech again requested information about the Infringing Shimless Chopper, such as a photograph or a drawing, which would show the use of shims in an e-mail dated March 8, 2022. Butech sent a reminder e-mail on March 18, 2022 after Braner did not respond.

44. On March 24, 2022, Braner sent an e-mail offering to provide images of the Infringing Shimless Chopper for "attorneys' eyes only."

45. Butech accepted this offer in an e-mail dated March 29, 2022 and requested that "the images include sufficient detail to be able to ascertain the design of the chopper and how the maintenance is performed." Butech also again requested copies of the product manual (including earlier iterations, if any).

46. On April 6, 2022, Braner provided nine (9) photographs purportedly of "the type of scrap chopper" sold by Braner to the third-party. The photographs do not appear

to show a clamping block and purport to show shims. On information and belief, the photographs provided by Braner show a different scrap chopper from the one sold to the third-party and viewed and photographed by Butech at the third-party facility as depicted in the photograph at Exhibit F.

COUNT 1

Infringement of U.S. Patent No. 7,901,271 by Braner

47. Butech re-alleges and incorporates herein the allegations of paragraphs 1 through 46 above, as if fully set forth herein.

48. Upon information and belief, Braner has known of the '271 patent since at least as early as January 16, 2018, when Butech sold Braner a Butech Shimless Chopper and provided drawings referencing the '271 patent and a detailed proposal document discussing the patented technology.

49. Upon information and belief, Braner and/or Braner's customers, acting alone or under the direction and control of Braner, directly infringe at least claims 1-3, 5, and 6 of the '271 patent by using Infringing Shimless Choppers in an infringing manner by performing the claimed maintenance method.

50. Upon information and belief, Braner has actively induced infringement of the '271 patent, including by copying the design of the Butech Shimless Chopper and manufacturing, selling, and supplying the Infringing Shimless Choppers to customers in the United States, and facilitating and supporting the customer's infringing use of the Infringing Shimless Choppers, knowing that the use of these Infringing Shimless Choppers infringe at least claims 1-3, 5, and 6 of the '271 patent.

51. Upon information and belief, Braner possessed specific intent to induce direct infringement of at least claims 1-3, 5, and 6 of Butech's '271 patent by its customers that used the Infringing Shimless Choppers.

52. Upon information and belief, the Infringing Shimless Choppers are especially made or adapted for use in maintenance methods covered by at least claims 1-3, 5, and 6 of the '271 patent.

53. Upon information and belief, the Infringing Shimless Choppers are not staple articles or commodities of commerce suitable for substantial non-infringing use.

54. Upon information and belief, Braner contributed to the infringement of the '271 patent by selling, offering to sell, and/or inducing the use of the Infringing Shimless Choppers within the United States knowing that these products were especially made or adapted for use in a process that infringes at least claims 1-3, 5, and 6 of the '271 patent.

55. Upon information and belief, Braner has directly and/or indirectly infringed at least claims 1-3, 5, and 6 of Butech's '271 patent under 35 U.S.C. §§ 271 (b) and/or (c).

56. Upon information and belief, Braner's infringement has been knowing and willful.

57. Butech is without an adequate remedy at law and will be irreparably harmed if the Court does not enter an order enjoining Braner from infringing the '271 patent.

WHEREFORE, Plaintiff Butech requests that the Court enter judgment against Defendant Braner and respectfully prays that the Court enters an order:

- A. Finding that Defendant Braner has directly and/or indirectly infringed U.S. Patent No. 7,901,271;
- B. Finding that Defendant Braner's infringement has been willful;
- C. Enjoining Defendant Braner and its respective officers, agents, servants, employees, and attorneys, and all of those persons in active concert or participation with any of them from directly or indirectly infringing any claim of U.S. Patent No. 7,901,271;
- D. Awarding compensatory damages to Butech under 35 U.S.C. § 284;
- E. Trebling the damage award under 35 U.S.C. § 284;
- F. Awarding Butech pre-judgment and post-judgment interest;
- G. Finding this to be an exceptional case under 35 U.S.C. § 285 and awarding Butech its reasonable attorneys' fees and expenses in this action;
- H. Awarding Butech its costs in this action; and
- I. Awarding such other and further relief as the Court deems just and proper.

JURY DEMAND

Under Rule 38(b) of the Federal Rules of Civil Procedure, Butech demands a trial by jury of all issues so triable.

Dated: April 26, 2022

Respectfully submitted,

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