

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

BROCK USA, LLC, d/b/a  
BROCK INTERNATIONAL LLC,

Plaintiff,

v.

FIELDTURF USA, INC.; and  
TARKETT SPORTS CANADA INC.

Defendants.

CIVIL ACTION FILE NO.:

4:21-cv-00224-VMC

**JURY TRIAL DEMANDED**

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**BROCK’S SECOND AMENDED COMPLAINT**

Pursuant to Fed. R. Civ. P. 15(a)(2) with written consent of Defendants, Plaintiff Brock USA, LLC, d/b/a Brock International LLC (“Brock”) makes the following second amended claims for relief against Defendants FieldTurf USA, Inc. and Tarkett Sports Canada Inc. Unless otherwise indicated, FieldTurf USA, Inc. and Tarkett Sports Canada Inc. are collectively referred to as “FieldTurf.”

**NATURE OF THE ACTION**

1. This is an action by Brock against FieldTurf for infringement of multiple patents owned by Brock and for violations of the Lanham Act, the Georgia Uniform Deceptive Trade Practices Act, and tortious interference with potential

business relations based on FieldTurf's false or misleading statements about Brock's products for artificial turf systems. For example, FieldTurf has falsely, deceptively and misleadingly conveyed to Brock's customers and potential customers that Brock is knowingly selling and marketing a product, BrockFILL infill, that causes cancer or has the potential to cause cancer and is unsafe for the athletes, including children, and others that use it.

2. This action includes claims by Brock against FieldTurf for infringement of the following United States Patents: U.S. Patent No. 8,236,392, entitled "Base for Turf System" (the "392 patent"); U.S. Patent No. 8,353,640, entitled "Load Supporting Panel Having Impact Absorbing Structure" (the "640 patent"); U.S. Patent No. 8,568,840, entitled "Base for Turf System" (the "840 patent"); U.S. Patent No. 8,603,601, entitled "Base for Turf System" (the "601 patent"); U.S. Patent No. 9,771,692, entitled "Base for Turf System" (the "692 patent"); U.S. Patent No. 9,790,646, entitled "Base for Turf System" (the "646 patent"); U.S. Patent No. 10,982,395, entitled "Base for Turf System" (the "395 patent"); and U.S. Patent No. 11,371,194, entitled "Base for Turf System" (the "194 patent"). These patents are collectively referred to as the "Asserted Brock Patents." Brock's claims for infringement of the Asserted Brock Patents arise under 35 U.S.C. § 1, et seq.

3. The Asserted Brock Patents relate to shock pads that are used in artificial turf fields.

4. Shock pads are installed in between the top artificial turf layer and a base layer. The shock pads provide an impact absorbing layer to help avoid concussive and other injuries. The shock pads also help drain water from the artificial turf field.

5. Brock is a pioneer in the shock pad market and owns many U.S. and foreign patents and applications on its shock pad innovations.

6. Brock has commercialized the Asserted Brock Patents in its PowerBase® Pro and PowerBase® YSR shock pads. Millions of square feet of these shock pads have been installed, including under FieldTurf's artificial turf.

7. FieldTurf designs, develops, markets, sells, provides, and installs artificial turf for artificial turf fields. Historically, FieldTurf was not in the business of offering, selling, or supplying shock pads of its own. Instead, FieldTurf marketed, advertised, promoted, offered, sold, and supplied shock pads from third parties, including Brock.

8. Brock's claims for patent infringement are directed to FieldTurf's "ShockBase Pro" shock pad, which FieldTurf recently introduced after working with and using Brock's shock pads for years for its artificial turf installations. FieldTurf

now markets, advertises, promotes, offers for sale, and sells the accused ShockBase Pro shock pad in direct competition with Brock's patented PowerBase® shock pads.

9. Like Brock's patented PowerBase® shock pads, the ShockBase Pro shock pad is made from expanded polypropylene ("EPP") beads that have been bonded together by pressure and heat to produce a substantially water-impervious surface.

10. Like Brock's PowerBase® shock pads, the ShockBase Pro shock pad has channels on its top and bottom surfaces that are interconnected by drain holes.

11. Like Brock's PowerBase® shock pads, the ShockBase Pro shock pad has edges that are configured to interlock with the edges of adjacent shock pads.

12. As detailed below, FieldTurf has directly infringed the Asserted Brock Patents by at least using, offering to sell, selling, and supplying ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

13. Further, as detailed below, FieldTurf has actively induced third parties, such as designers, installers, and owners, operators, and users of athletic fields, to directly infringe the Asserted Brock Patents by at least marketing, promoting, offering for sale, selling, supplying, and encouraging and assisting with the use,

offering for sale, sale, and installation of ShockBase Pro shock pads in the United States.

14. This is not a case of innocent infringement. FieldTurf has been aware of the benefits of Brock's patented PowerBase® shock pads for many years.

15. Before commercially introducing the ShockBase Pro shock pad, FieldTurf did not have a shock pad offering of its own that provides the benefits of Brock's patented PowerBase® shock pads. Accordingly, FieldTurf marketed, advertised, and promoted Brock's PowerBase® shock pads for use with FieldTurf's artificial turf systems.

16. After years of witnessing and benefitting from the widespread commercial acceptance and popularity of Brock's patented PowerBase® shock pads, FieldTurf commercially introduced the ShockBase Pro shock pad in an effort to offer a competing shock pad of its own that provides the benefits of Brock's patented PowerBase® shock pads.

17. FieldTurf was aware of the Asserted Brock Patents long before it commercially introduced the ShockBase Pro shock pad, with the exception of the 194 patent that issued on June 28, 2022. FieldTurf has been aware of the application that issued as the 194 patent since at least May 2022. FieldTurf has been aware that allowed claims 1-17 and 20-30 of the application that issued as the 194 patent cover

its artificial turf assemblies that include ShockBase Pro shock pads since at least June 8, 2022 when Brock served infringement contentions including a claim chart comparing those allowed claims to FieldTurf's artificial turf assemblies that include ShockBase Pro shock pads. FieldTurf has been aware of its alleged infringement of the 194 patent since its June 28, 2022 issue date, when Brock sent correspondence asserting infringement of the 194 patent. FieldTurf has nevertheless continued to promote, market, offer for sale, sell, and supply its ShockBase Pro shock pad.

18. Instead of designing and developing its own shock pad, FieldTurf copied the inventions in the Asserted Brock Patents.

19. The following is an image of the ShockBase Pro shock pad from FieldTurf's website at <https://fieldturf.com/en/products/detail/shock-pad-systems/> ((accessed November 29, 2021) (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting "North America" as the region and "English" as the language.)):



20. Even after commercially introducing its copycat ShockBase Pro shock pad, FieldTurf has continued to promote Brock's patented PowerBase® shock pads. The following is an image of a Brock patented PowerBase® Pro shock pad from FieldTurf's website at <https://fieldturf.com/en/products/detail/shock-pad-systems/> ((accessed November 29, 2021) (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting "North America" as the region and "English" as the language.)):



21. In addition to its claims for patent infringement, Brock brings claims for violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), violations of the Georgia Uniform Deceptive Trade Practices Act (O.C.G.A. § 10-1-370 *et seq.*), and tortious interference with potential business relations. These claims are based on FieldTurf's false, deceptive, or misleading statements about Brock's products for artificial turf systems that have injured Brock, as well as its customers and its potential customers of products for artificial turf systems, by misleading those customers about the safety, efficacy, and durability of Brock's products. The relief requested includes damages, disgorgement of profits, and injunctive relief.

### **THE PARTIES**

22. Brock is a limited liability corporation organized and existing under the laws of the State of Colorado, with its principal place of business at 3090 Sterling Circle, Suite 102, Boulder, Colorado 80301.



23. Upon information and belief, FieldTurf USA, Inc. is a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 175 North Industrial Boulevard NE, Calhoun, Georgia 30701.

24. Upon information and belief, Tarkett Sports Canada Inc. is a corporation organized and existing under the laws of Quebec, Canada, with its principal place of business at 7445 Cote de Liesse Road, Montreal, Quebec, H4T 1G2, Canada.

25. Upon information and belief, FieldTurf USA, Inc. and Tarkett Sports Canada Inc. are sister corporations that are responsible for the infringing ShockBase Pro activities in the United States. Their common parent is FieldTurf Tarkett SAS, a French corporation.

26. FieldTurf USA, Inc. and Tarkett Sports Canada Inc. have engaged in and are responsible for the infringing activities in the United States based on the ShockBase Pro shock pad that are the subject of this lawsuit.

### **JURISDICTION AND VENUE**

27. This Court has exclusive jurisdiction over the subject matter of Brock's claims for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

28. This Court has original jurisdiction over the subject matter of Brock's claim for violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

29. This Court has original jurisdiction over the subject matter of Brock's claims for violations of the Georgia Uniform Deceptive Trade Practices Act (O.C.G.A. § 10-1-370 *et seq.*) and for tortious interference with potential business relations under 28 U.S.C. § 1332 (diversity of citizenship with amount in controversy exceeding \$75,000 exclusive of interest and costs) and supplemental jurisdiction under 28 U.S.C. § 1367.

30. This Court has personal jurisdiction over FieldTurf USA, Inc. because FieldTurf USA, Inc., upon information and belief, has transacted business and engaged in tortious acts of patent infringement in the State of Georgia and this judicial district.

31. Upon information and belief, FieldTurf USA Inc. is registered to do business in the State of Georgia.

32. FieldTurf USA Inc.'s transaction of business and tortious acts of patent infringement include, upon information and belief, at least using, offering to sell, selling, importing, and supplying ShockBase Pro shock pads, and encouraging and

assisting with the use, offering for sale, sale, and installation of ShockBase Pro shock pads and artificial turf systems with ShockBase Pro shock pads.

33. This Court has personal jurisdiction over Tarkett Sports Canada Inc. because Tarkett Sports Canada Inc., upon information and belief, has transacted business and engaged in tortious acts of patent infringement in the State of Georgia and this judicial district.

34. Tarkett Sports Canada Inc.'s transaction of business and tortious acts of patent infringement include, upon information and belief, at least using, offering to sell, selling, importing, and supplying ShockBase Pro shock pads, and encouraging and assisting with the use, offering for sale, sale, and installation of ShockBase Pro shock pads and artificial turf systems with ShockBase Pro shock pads.

35. Venue with respect to Brock's claims for patent infringement is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c), and (d), and 1400(b).

36. Venue with respect to Brock's claims under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), under the Georgia Uniform Deceptive Trade Practices Act (O.C.G.A. § 10-1-370 *et seq.*) and for tortious interference with potential business relations is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c), and (d).

## **FACTUAL BACKGROUND**

37. Brock was founded in 1998 by Daniel Sawyer. Mr. Sawyer is Brock's CEO. The company initially focused on the design, development, and commercialization of impact protection material for the athletic equipment and the outdoor backpacking/sport equipment industries. This work resulted in an impact protection and body cooling padding called "Brock Foam." Brock later expanded its focus to shock pads for installation under artificial turf fields and playgrounds.

38. Shock pads are designed to reduce sports- and recreation-related traumatic brain injuries, such as concussions, that may occur from contact between the head and the surface of an artificial turf field or playground. The shock pad is installed as an impact absorbing layer between the artificial turf or playground surface and the foundation, which typically consists of asphalt, graded earth, compacted gravel, or crushed rock. The shock pad may also improve drainage of water from the surface of the artificial turf field or playground. Brock's shock pad products include the SP Shock Pad, the PowerBase® Pro shock pad, and the PowerBase® YSR shock pad for artificial turf, and the PowerBase® Play shock pad for playgrounds.

39. The SP Shock Pad is formed by gluing together resilient closed-cell polymer beads. Interstitial spaces between the beads make the padding porous and

breathable such that air and liquids can freely pass through the padding. The SP Shock Pad was commercially introduced as “Performance Base” in 2004.

40. Brock continued its work on shock pad technologies and ultimately designed, developed, and patented a system of interconnecting panels formed from resilient closed-cell foam polymer beads that are molded and fused together to form a water-impervious composite. Generally, each panel includes a core, a top side and a bottom side, channels on the top and bottom sides, drain holes that permit fluid to flow from the top side to the bottom side of the panels, and edge configurations for interconnecting panels. This patented technology was commercialized in Brock’s “Performance Base F Series” shock pad in Europe in 2007; PowerBase® (now PowerBase® Pro) shock pad in the United States in 2009; PlayBase® (now PowerBase® Play) shock pad in 2009; and PowerBase® YSR shock pad in 2011.

41. In addition to its shock pad technologies, Brock has also researched, developed, and commercialized an innovative new infill for artificial turf systems called BrockFILL. In and around 2015, Brock assembled a team of researchers from universities, sports testing labs, PhD scientists, engineers, horticulturists, and human test subjects. After Brock’s team spent years working to identify, test, and validate natural infill materials to meet a long list of objectives, Brock released its BrockFILL product in 2019. BrockFILL is a highly engineered wood particle infill specifically

designed to improve traction and reduce artificial turf heat. It is made from a species of southern pine grown, harvested, and replanted in continuous cycles. BrockFILL is the result of an 11-step conditioning process to make tiny wood particles smooth, rounded, and the right size for drainage and foot traction.

### **THE ASSERTED BROCK PATENTS**

42. The U.S. Patent and Trademark Office (“USPTO”) duly issued the 392 patent on August 7, 2012. The named inventors on the 392 patent are Steven Sawyer, Daniel Sawyer, and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer, and Mr. Runkles assigned all of their rights in and to the 392 patent to Brock. Brock owns all right, title and interest in and to the 392 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 392 patent is attached hereto as Exhibit 1.

43. The 392 patent includes eight claims. Claim 2 of the 392 patent states as follows:

An underlayment layer configured to support an artificial turf assembly, the underlayment layer comprising a panel having edges, the panel including a core with a top side and a bottom side, the top side having a plurality of spaced apart, upwardly oriented projections that define channels suitable for water flow along the top side of the core when the underlayment layer is positioned beneath an overlying artificial turf assembly and the bottom side includes a plurality of spaced apart, downwardly oriented projects that define channels suitable for water flow, and wherein the bottom side projections adjacent the edges are arranged to form channels having a wider spacing at the edges than at

locations spaced apart from the edges, the wider spaced channel edges of adjacent panels being capable of being assembled together enabling a substantially continuous channel suitable for water flow between adjacent panels.

44. The USPTO duly issued the 640 patent on January 15, 2015. The named inventor on the 640 patent is Steven Sawyer. Mr. Sawyer assigned all of his rights in and to the 640 patent to Brock. Brock owns all right, title and interest in and to the 640 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 640 patent is attached hereto as Exhibit 2.

45. The 640 patent includes 20 claims. Claim 1 of the 640 patent states as follows:

An impact absorption panel having a top surface and a bottom surface, the top surface including a plurality of drainage channels that are in fluid communication with a plurality of drain holes, the plurality of drain holes connecting the top surface drainage channels with a plurality of bottom surface channels, the bottom surface channels being defined by sides of a plurality of adjacent projections disposed across the bottom surface and projecting downwardly.

46. The USPTO duly issued the 840 patent on October 29, 2013. The named inventors on the 840 patent are Steven Sawyer, Daniel Sawyer, and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer, and Mr. Runkles assigned all of their rights in and to the 840 patent to Brock. Brock owns all right, title and interest in and to the 840 patent, including the rights to sue for infringement and to seek

monetary damages and injunctive relief. The 840 patent is attached hereto as Exhibit 3.

47. The 840 patent includes 24 claims. Claim 1 of the 840 patent states as follows:

A turf underlayment layer having panels including a top side having a plurality of projections, a bottom side having a plurality of projections, and panel edges, the plurality of top side projections forming top side channels and the bottom side projections forming bottom side channels, the panel edges configured to abut edges of adjacent panels, the panels further including a plurality of drain holes dispersed over the panel surfaces for fluid communication between the top side and the bottom side of the panel, the drain holes positioned to intersect both the top side and bottom side channels to connect the top side channels to the bottom side channels, wherein the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

48. Claim 18 of the 840 patent states as follows:

A turf underlayment layer having panels including a top side having a plurality of projections, a bottom side having a plurality of projections, the top side projections and bottom side projections terminating in generally flat support surfaces having different sized support surface areas, and panel edges, the plurality of top side projections forming top side channels and the bottom side projections forming bottom side channels, the panel edges abutting edges of adjacent panels, the panels further including a plurality of drain holes dispersed over the panel surfaces for fluid communication between the top side and the bottom side of the panel, the top side projections and bottom side projections being spaced apart and sized such that the top side channels intersect with the bottom side channels at the drain holes, the drain holes positioned to intersect both the top and bottom side channels to connect



the top side channels to the bottom side channels, the top side channels including a roughened surface texture.

49. The USPTO duly issued the 601 patent on December 10, 2013. The named inventors on the 601 patent are Steven Sawyer, Daniel Sawyer, and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer, and Mr. Runkles assigned all of their rights in and to the 601 patent to Brock. Brock owns all right, title and interest in and to the 601 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 601 patent is attached hereto as Exhibit 4.

50. The 601 patent includes 13 claims. Claim 1 of the 601 patent states as follows:

A turf underlayment layer for supporting an artificial turf assembly, the turf underlayment layer comprising a plurality of panels assembled together, each pane including a core, a top side having a plurality of projections, and a bottom side, the top projections forming top side water drainage channels, the panels having edges, with edges of one panel abutting the edges of adjacent panels, at least one of the panel edges having at least one drainage projection, the drainage projection spacing the abutting panel edges apart, with the resultant spacing of the edges of abutting panels forming a drainage path at the intersection of the abutting panels, wherein the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

51. Claim 6 of the 601 patent states as follows:

A turf underlayment layer for supporting an artificial turf assembly, the turf underlayment layer comprising a plurality of panels assembled together, each panel including a core, a top side having a plurality of projections, and a bottom side having a plurality of projections, the top projections forming top side water drainage channels and the bottom projections forming bottom side water drainage channels, the panels having edges, with the edges of one panel abutting the edges of adjacent panels, at least one of the panel edges having at least one drainage projection to space the abutting panel edges apart, with the drainage projections being formed from a compressible material, thereby enabling one panel in the turf underlayment layer to move relative to an abutting panel by compression of the drainage projections wherein the compressible material is an expanded foam bead material and the panel edges have at least two drainage projections.

52. Claim 10 of the 601 patent states as follows:

A panel for supporting an artificial turf assembly the panel including a core, a top side having a plurality of projections, and a bottom side having a plurality of projections, the top projections forming top side water drainage channels and the bottom projections forming bottom side water drainage channels, the panel having edges, with at least one of the panel edges having at least one drainage projection formed from a compressible material, wherein the panel is made from a plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water impervious surface, the top side water drainage channels being in fluid communication with the bottom side water drainage channels through a plurality of drainage holes extending through the core.

53. The USPTO duly issued the 692 patent on September 26, 2017. The named inventors on the 692 patent are Steven Sawyer, Daniel Sawyer, and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer, and Mr. Runkles assigned all of their rights in and to the 692 patent to Brock. Brock owns all right, title and interest

in and to the 692 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 692 patent is attached hereto as Exhibit 5.

54. The 692 patent includes eight claims. Claim 1 of the 692 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections, a bottom side, and panel edges, the plurality of top side projections forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having bottom side channels that extend across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the panel edges within the turf underlayment layer abutting edges of adjacent panels, the panels further including a plurality of drain holes positioned through the panel to allow fluid to flow from the top side of the panel to the bottom side of the panel, where the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

55. Claim 4 of the 692 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a core having top and bottom surfaces, a plurality of top side projections that extend upwardly above the top surface of the core, the plurality of top side projections forming top side channels that extend across the top surface of the panel, the panels also having bottom side channels that are shaped to allow drainage of fluid across the bottom side of the panel, the panels also including panel edges that are abutting edges of adjacent panels, the panels further including a plurality of drain holes positioned through the panel to allow fluid to flow from the top surface of the panel to the bottom surface of the panel, at least some of the drain holes intersecting the bottom side channels,

where the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

56. Claim 7 of the 692 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a core having top and bottom surfaces, the top surface including a plurality of top side channels arranged on the top surface of the panel, and the bottom side channels arranged on the bottom surface of the panel, the panels further including panel edges that are abutting edges of adjacent panels, the panels further including a plurality of drain holes positioned through the panel to allow fluid to flow from the top surface of the panel to the bottom surface of the panel, wherein upper ends of at least some of the drain holes are located adjacent to the top side channels to allow direct fluid communication between the top side channels and the drain holes, where the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

57. The USPTO duly issued the 646 patent on October 17, 2017. The named inventors on the 646 patent are Steven Sawyer, Daniel Sawyer, and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer, and Mr. Runkles assigned all of their rights in and to the 646 patent to Brock. Brock owns all right, title and interest in and to the 646 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 646 patent is attached hereto as Exhibit 6.

58. The 646 patent includes 18 claims. Claim 1 of the 646 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections, a bottom side, and panel edges, the plurality of top side projections forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having bottom side channels that extend across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the panels being shaped with a recess for interlocking with one or more adjacent panels in the assembly of panels, and the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

59. Claim 10 of the 646 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections, a bottom side, and panel edges, the plurality of top side projections forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having bottom side channels that extend across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the panels being made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

60. Claim 14 of the 646 patent states as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections, a bottom side, and panel edges, the plurality of top side projections forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having bottom side channels that extend across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the edges of the panels being shaped so that where the edges of a panel abut the edges of an adjacent panel in the assembly of panels the edges of

the panels form a drainage slot capable of allowing water to flow from the top side of the panels to the bottom side of the panels.

61. Claim 18 of the 646 patent reads as follows:

A turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections, a bottom side, and panel edges, the plurality of top side projections forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having a lower surface that extends across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the edges of the panels being shaped with a recess to mate with the edges of similar panels to form a drainage slot capable of allowing water to flow from the top side of the panels to the bottom side of the panels, the panels being made from a plurality of polyolefin beads, the plurality of olefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

62. The USPTO duly issued the 395 patent on April 20, 2021. The named inventors on the 395 patent are Steven Sawyer, Daniel Sawyer and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer and Mr. Runkles assigned all of their rights in and to the 395 patent to Brock. Brock owns all right, title and interest in and to the 395 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 395 patent is attached hereto as Exhibit 7.

63. The 395 patent includes six claims. Claim 1 of the 395 patent states as follows:

An artificial turf system comprising: an artificial turf layer including a turf carpet; and a turf underlayment layer comprised of an assembly of panels, the panels including a top side having a plurality of projections,

a bottom side, and panel edges, the plurality of top side projections supporting the artificial turf layer and forming top side channels that extend across the top side of the panel to allow drainage of fluid across the top side of the panel, and the bottom side having bottom side channels that extend across the bottom side of the panel to allow drainage of fluid across the bottom side of the panel, the panel edges within the turf underlayment layer abutting and interlocking with the edges of adjacent panels, the panels further including a plurality of drain holes positioned through the panel to allow fluid to flow from the top side of the panel to the bottom side of the panel, where the panels are made from a plurality of polyolefin beads, the plurality of polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

64. The USPTO duly issued the 194 patent on June 28, 2022. The named inventors on the 194 patent are Steven Sawyer, Daniel Sawyer and Richard Runkles. Mr. Steven Sawyer, Mr. Daniel Sawyer and Mr. Runkles assigned all of their rights in and to the 194 patent to Brock. Brock owns all right, title and interest in and to the 194 patent, including the rights to sue for infringement and to seek monetary damages and injunctive relief. The 194 patent is attached hereto as Exhibit 13.

65. The 194 patent includes thirty claims. Claim 1 of the 194 patent states as follows:

An artificial turf assembly comprising: an artificial turf carpet; and a turf underlayment layer comprised of an assembly of panels, the panels including a top side and a bottom side, the top side including a plurality of drainage channels, the bottom side having a plurality of projections defining bottom side drainage channels, the top side configured to support the artificial turf carpet and one or more of the bottom side drainage channels extending across the bottom side in fluid communication with one or more of bottom side drainage channels of

adjacent panels, and wherein the panels are made from a plurality of expanded polyolefin beads, the plurality of expanded polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

66. Claim 10 of the 194 patent states as follows:

An artificial turf assembly comprising: an artificial turf carpet; and a turf underlayment layer comprised of an assembly of panels, the panels including a core having a top side, a bottom side, and drainage holes extending through the core, the top side including a plurality of drainage channels, the bottom side having a plurality of projections defining bottom side drainage channels, the top side configured to support the artificial turf layer and one or more of the bottom side drainage channels extending across the bottom side in fluid communication with one or more of bottom side drainage channels of adjacent panels, and wherein the panels are made from a plurality of expanded polyolefin beads, the plurality of expanded polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface.

67. Claim 16 of the 194 patent states as follows:

A artificial turf assembly comprising: an artificial turf carpet; and a turf underlayment layer comprised of an assembly of panels, each of the panels formed from a plurality of expanded polyolefin beads, the plurality of expanded polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface, the panels including a core having a top side and a bottom side, a plurality of projections extending from the top side and defining drainage channels across the top side, the panels including at least one panel interlock configured as one of a male or female jigsaw puzzle piece joint, or a dovetail recess, or a dovetail projection positioned on a perimeter edge of the panels that engage a mating male or female jigsaw puzzle piece joint, or a dovetail recess, or a dovetail projection on an adjacent panel of the assembly of panels, the panel interlock creating a spaced apart relationship between adjacent panels to accommodate one of vertical drainage or thermal expansion.



68. Claim 23 of the 194 patent states as follows:

An artificial turf assembly comprising: an artificial turf carpet having a backing layer and a plurality of fibers tufted onto the backing layer; a turf underlayment layer comprised of an assembly of panels, each of the panels formed from a plurality of expanded polyolefin beads, the plurality of expanded polyolefin beads bonded together by at least one of pressure and heat to produce a substantially water-impervious surface, the panels including a core having a top side and a bottom side, a plurality of projections extending from the top side and defining drainage channels across the top side, wherein at least one of the plurality of projections or the drainage channels has a textured surface configured as one of bumps, or raised nibs, or dots.

### **FIELDTURF'S ACTS OF PATENT INFRINGEMENT**

69. The allegations in paragraphs 1-68 above are repeated and incorporated herein by reference.

70. FieldTurf commercially introduced the ShockBase Pro shock pad on or about November 11, 2021. FieldTurf's website (<https://fieldturf.com/en/articles/detail/shockbase-pro-expanded-polypropylene/>), accessed November 29, 2021, (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting "North America" as the region and "English" as the language.)) states that FieldTurf "already completed several successful ShockBase Pro installations" before then.

71. On information and belief, the ShockBase Pro shock pad was designed and developed by Tarkett Sports Canada Inc. who supplies the ShockBase Pro shock pad to FieldTurf USA, Inc. and others in the United States. Further, FieldTurf USA, Inc. markets, advertises, promotes, offers, sells, and supplies the ShockBase Pro shock pad in coordination with Tarkett Sports Canada Inc.

72. Before FieldTurf commercially introduced ShockBase Pro shock pad, FieldTurf did not have an EPP interlocking-panel shock pad offering of its own.

73. Before FieldTurf commercially introduced the ShockBase Pro shock pad, Brock's patented PowerBase® shock pads were the only EPP interlocking-panel shock pads that FieldTurf marketed, advertised, and promoted for use with its artificial turf systems.

74. Before FieldTurf commercially introduced the accused ShockBase Pro product, FieldTurf's website identified Brock's PowerPlay® shock pads as suitable for use with FieldTurf's artificial turf systems.

75. Before FieldTurf commercially introduced the accused ShockBase Pro shock pad, FieldTurf's website (<https://fieldturf.com/en/products/detail/shock-pad-systems/>), accessed November 29, 2021, (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation

to this URL is accessible by selecting “North America” as the region and “English” as the language.)) described Brock’s patented shock pads as follows:

Brock International offers expanded polypropylene shock pad systems. The system is assembled through an interlocking panel system. Brock International’s line of products offer fast drainage and dimensional stability through temperature variations, wet, dry, and frozen conditions.

76. FieldTurf has continued to market and promote Brock’s patented shock pads even after commercially introducing the ShockBase Pro shock pad. For example, FieldTurf’s website (<https://fieldturf.com/en/products/detail/shock-pad-systems/>), accessed November 29, 2021, (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting “North America” as the region and “English” as the language.)) continues to identify Brock’s patented shock pads as part of FieldTurf’s “collection of shock pad systems” as follows:

## **BROCK**

## **Overview**



Brock International offers expanded polypropylene shock pad systems. The system is assembled through an interlocking panel system. Brock International’s line of products offer fast drainage and dimensional stability through temperature variations, wet, dry, and frozen conditions.

77. FieldTurf has added information about its accused ShockBase Pro shock pad as follows:

## SHOCKBASE PRO

## Overview



Available exclusively through FieldTurf, ShockBase Pro is an expanded polypropylene shock pad that delivers industry leading performance in critical system tests and drainage capabilities tested at nearly twice as fast as competitive systems. Backed by a single-company 25-year warranty, you can rest easy.

78. Historically, Brock has been at the forefront of the market for shock pads for artificial turf systems and remains at the forefront of the market for shock pads for artificial turf systems to this day.

79. Historically, FieldTurf has publicly expressed strong skepticism about the benefits and usefulness of, and the need for, shock pads in artificial turf systems.

80. FieldTurf has asserted that “Shock Pads Are Not the Answer to Player Safety”; that shock pads do not reduce the incidence of concussions; and that more injuries occur on artificial turf fields that include shock pads than artificial turf fields that do not include shock pads. See <https://fieldturf.com/en/articles/detail/shock-pads-not-the-answer-to-field-safety/> accessed November 29, 2021, (This URL first

directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting “North America” as the region and “English” as the language.).

81. Despite its strong skepticism about shock pads, FieldTurf has consistently offered Brock’s patented PowerBase® shock pads for use with FieldTurf’s artificial turf systems.

82. FieldTurf has consistently offered Brock’s patented PowerBase® shock pads for use with its artificial turf systems because the market has overwhelmingly recognized the benefits of the patented features of Brock’s PowerBase® shock pads.

83. Over the past 15 years, the decision makers for artificial turf field installations have increasingly required shock pads in their artificial turf fields.

84. Over the past 15 years, Brock’s shock pads have become the market leader. The most common specification for shock pads in artificial turf field installations is “Brock or approved equal.”

85. Historically, the vast majority of installations of FieldTurf artificial turf that also require shock pads have included Brock’s shock pads.

86. Thus, the commercial realities for FieldTurf are that the market has accepted shock pads, the market has recognized the benefits of Brock’s patented

PowerBase® shock pads, and FieldTurf has not been able to provide its own shock pad that provides the benefits of Brock's patented PowerBase® shock pad. As a result, Brock has increasingly been a necessary part of artificial turf installations that use FieldTurf's artificial turf.

87. Instead of independently designing its own shock pad that provides the benefits of Brock's patented PowerBase® shock pads, FieldTurf simply incorporated Brock's patented innovations into ShockBase Pro.

88. The brochure attached as Exhibit 8 shows and describes the ShockBase Pro shock pad that FieldTurf has commercialized in the United States.

89. FieldTurf USA, Inc. has used ShockBase Pro shock pads in the United States.

90. Tarkett Sports Canada Inc. has used ShockBase Pro shock pads in the United States.

91. FieldTurf USA, Inc. has marketed ShockBase Pro shock pads in the United States.

92. Tarkett Sports Canada Inc. has marketed ShockBase Pro shock pads in the United States.

93. FieldTurf USA, Inc. has promoted the use of ShockBase Pro shock pads in the United States.

94. Tarkett Sports Canada Inc. has promoted the use of ShockBase Pro shock pads in the United States.

95. FieldTurf USA, Inc. has offered to sell ShockBase Pro shock pads in the United States.

96. Tarkett Sports Canada Inc. has offered to sell ShockBase Pro shock pads in the United States.

97. FieldTurf USA, Inc. has supplied ShockBase Pro shock pads in the United States.

98. Tarkett Sports Canada Inc. has supplied ShockBase Pro shock pads in the United States.

99. FieldTurf USA, Inc. has delivered ShockBase Pro shock pads in the United States.

100. Tarkett Sports Canada Inc. has delivered ShockBase Pro shock pads in the United States.

101. FieldTurf USA, Inc. has sold ShockBase Pro shock pads in the United States.

102. Tarkett Sports Canada Inc. has sold ShockBase Pro shock pads in the United States.

103. FieldTurf USA, Inc. has imported ShockBase Pro shock pads into the United States.

104. Tarkett Sports Canada Inc. has imported ShockBase Pro shock pads into the United States.

105. ShockBase Pro shock pads have been offered for installation in the United States.

106. ShockBase Pro shock pads have been installed the United States.

107. The below photograph from FieldTurf's website, at <https://fieldturf.com/en/products/detail/shock-pad-systems/> ((accessed November 29, 2021) (This URL first directs to a splash page requiring selection of a region and language. The information cited herein in relation to this URL is accessible by selecting "North America" as the region and "English" as the language.)), shows the installation of ShockBase Pro shock pads in the United States.





108. FieldTurf USA, Inc. has actively encouraged third parties to offer ShockBase Pro shock pads for installation in the United States.

109. Tarkett Sports Canada Inc. has actively encouraged third parties to offer ShockBase Pro shock pads for installation in the United States.

110. FieldTurf USA, Inc. has actively encouraged third parties to install ShockBase Pro shock pads in the United States.

111. Tarkett Sports Canada Inc. has actively encouraged third parties to install ShockBase Pro shock pads in the United States.

112. FieldTurf USA, Inc. has assisted third parties to supply ShockBase Pro shock pads in the United States.

113. Tarkett Sports Canada Inc. has assisted third parties to supply ShockBase Pro shock pads in the United States.

114. FieldTurf USA, Inc. has assisted third parties with the installation of ShockBase Pro shock pads in the United States.

115. Tarkett Sports Canada Inc. has assisted third parties with the installation of ShockBase Pro shock pads in the United States.

116. The ShockBase Pro shock pad is made from expanded polypropylene beads that have been bonded together by pressure and heat.

117. The ShockBase Pro shock pad is an artificial turf underlayment panel.

118. When installed, ShockBase Pro shock pads form a turf underlayment layer.

119. The photo in paragraph 107 above shows ShockBase Pro shock pads installed as a turf underlayment layer.

120. The ShockBase Pro shock pad has a top side.

121. The ShockBase Pro shock pad has a bottom side.

122. The ShockBase Pro shock pad has projections on its top side.

123. The ShockBase Pro shock pad has channels on its top side.

124. The ShockBase Pro shock pad has a textured surface configured as bumps, raised nibs, or dots, that are on at least one of the top side projections or channels.

125. The ShockBase Pro shock pad has channels that extend across its top side.

126. The ShockBase Pro shock pad includes a plurality of top side elongated projections.

127. The ShockBase Pro shock pad top side is configured to support an artificial turf carpet.

128. The ShockBase Pro shock pad includes a core.

129. The ShockBase Pro shock pad has a material density in a range of 50 grams per liter to 70 grams per liter.

130. The ShockBase Pro shock pad has projections on its bottom side.

131. The ShockBase Pro shock pad has channels on its bottom side.

132. The ShockBase Pro shock pad has channels that extend across its bottom side.

133. The ShockBase Pro shock pad has bottom side drainage channels that define a channel opening that is wider at one of the panel edges than a bottom side

channel width of the at least one bottom side drainage channel positioned away from the panel edge.

134. The ShockBase Pro shock pad has a plurality of top side channels that define intersection points and a plurality of bottom side channels that define intersection points.

135. The ShockBase Pro shock pad has drain holes that extend through the shock pad.

136. The ShockBase Pro shock pad has drain holes positioned through the ShockBase Pro shock pad to allow fluid to flow from the top side of the ShockBase Pro shock pad to the bottom side of the ShockBase Pro shock pad.

137. The ShockBase Pro shock pad has drain holes that fluidly connect the top side of the shock pad with the bottom side of the shock pad.

138. The ShockBase Pro shock pad has drain holes that interconnect channels on its top side with channels on its bottom side.

139. The ShockBase Pro shock pad has edges.

140. One or more edges of the ShockBase Pro shock pad include a recess for interlocking with one or more adjacent ShockBase Pro shock pads.

141. When installed, one or more edges of a ShockBase Pro shock pads abuts one or more edges of a ShockBase Pro shock pad.

142. One or more edges of the ShockBase Pro shock pad allow relative movement of abutting ShockBase Pro shock pads in response to thermal conditions or load-applied deflections.

143. One or more edges of the ShockBase Pro shock pads have compressible projections that extend laterally from the edge.

144. When ShockBase Pro shock pads are installed, gaps exist between one or more edges of one or more adjacent ShockBase Pro shock pads.

145. One or more edges of the ShockBase Pro shock pad include a recess for interlocking the edge of an adjacent ShockBase Pro shock pad.

146. One or more edges of the ShockBase Pro shock pad includes a dovetail recess for interlocking with the edge of an adjacent ShockBase Pro shock pad.

147. One or more edges of the ShockBase Pro shock pad include a projection for interlocking with the edge of an adjacent ShockBase Pro shock pad.

148. One or more edges of the ShockBase Pro shock pad include a dovetail projection for interlocking with the edge of an adjacent ShockBase Pro shock pad.

149. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet and underlayment shock pads.

150. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet, underlayment shock pads and infill.

151. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet, underlayment shock pads and infill wherein the artificial turf carpet includes a backing layer, a plurality of fibers tufted onto the backing layer, and an infill material interspersed with the plurality of fibers.

152. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet, underlayment shock pads and infill wherein the artificial turf carpet and the underlayment layer provide one of a vertical ball rebound in a range of about 60 centimeters to about 100 centimeters when evaluated against European Committee for Standardization test specification EN 12235 or an angled ball behavior in a range of about 45% to about 70% when evaluated against European Committee for Standardization test specification EN 13865 or a vertical permeability greater than 180 mm/hr. when evaluated against European Committee for Standardization test specification EN 12616.

153. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet, underlayment shock pads and infill wherein the artificial turf carpet and the underlayment layer provide a shock absorption characteristic in a range of about 55% to about 70% when tested with a Berlin Artificial Athlete model.

154. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet, underlayment shock pads and infill, the artificial turf carpet and infill material interacting with the turf underlayment layer to provide an impact response characteristic in a range of about 55% to about 70% shock absorption and about 4 millimeters to about 9 millimeters of deformation, when tested with a Berlin Artificial Athlete model.

155. FieldTurf designs, uses, sells, offers for sale, and installs artificial turf assemblies that include artificial turf carpet and underlayment shock pads supported by a foundation comprising one of asphalt, graded earth, compacted gravel or crushed rock to form an artificial turf system.

**FIELDTURF AND BROCK COMPETE  
IN THE MARKET FOR ARTIFICIAL TURF SYSTEMS.**

156. Brock is an innovator, maker, and seller of artificial turf products, including for athletic fields, focusing on the safety and performance of athletes of all levels. Brock is the leading supplier of shock pads for artificial turf fields in North America and has supplied shock pads for over 100 million square feet of turf in over 19 countries. Brock's shock pad products include the SP Shock Pad, the PowerBase® Pro shock pad, and the PowerBase® YSR shock pad for artificial turf, and the PowerBase® Play shock pad for playgrounds.

157. Brock's infill product for artificial turf fields, BrockFILL, was introduced in 2019 and has since been installed in over 9 million square feet of athletic fields across the United States.

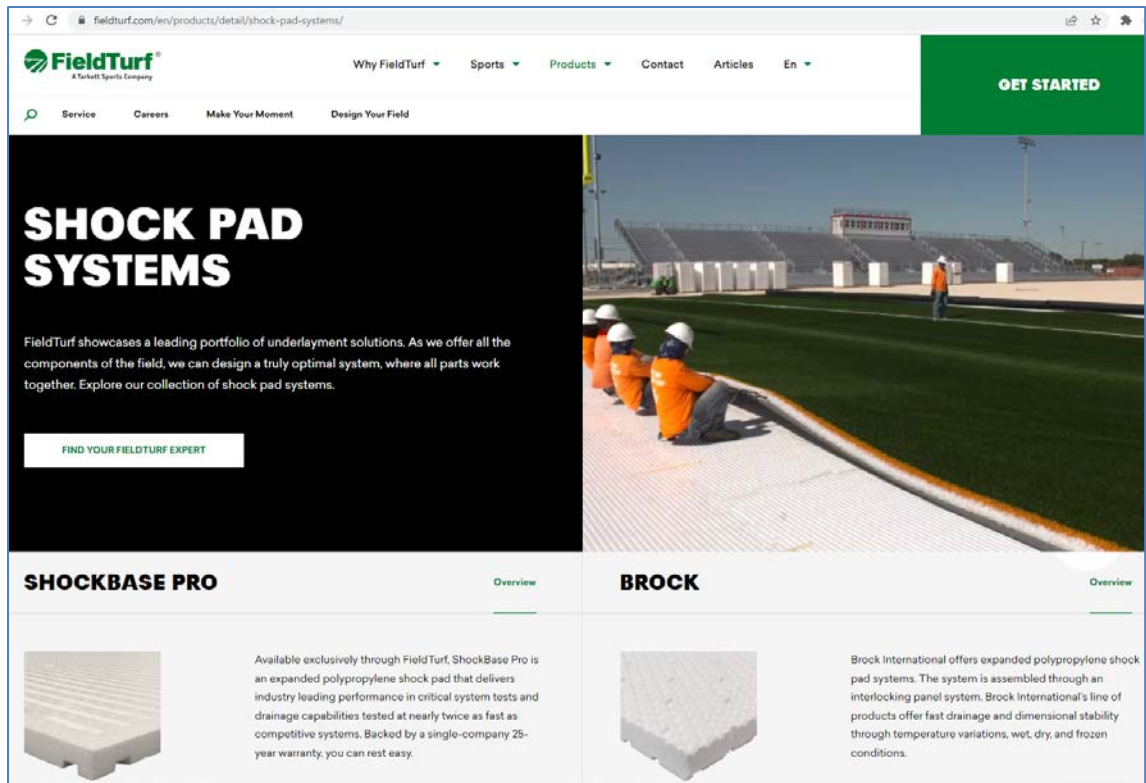
158. FieldTurf makes and sells various artificial turf products, including for athletic fields. FieldTurf claims to be a world leader in artificial turf with over 25,000 installations worldwide.

159. FieldTurf's portfolio of infill products marketed on its North American website include Cryogenic Rubber, Ambient Rubber, Coolplay, PureSelect Olive, Purefill Cork, PureGeo Coconut, EcoMax Engineered, EcoSense EPDM and EcoGrind Shoegrind.

160. FieldTurf has an economic incentive to promote the use of its infill products. FieldTurf earns revenue by selling its infill products.

161. In or around November 2021, FieldTurf commercially introduced the ShockBase Pro shock pad. FieldTurf advertises its ShockBase Pro shock pad on its North American website, displaying it adjacent to information about other shock pad offerings in its portfolio of products including Brock's shock pad systems. *See* <https://fieldturf.com/en/products/detail/shock-pad-systems/> (accessed February 21, 2022):





162. FieldTurf has an economic incentive to promote the use of its own shock pad products including the ShockBase Pro. FieldTurf earns revenue by selling its shock pad products including the ShockBase Pro shock pad.

163. FieldTurf offers FieldTurf artificial turf systems that use FieldTurf's ShockBase Pro shock pads as well as FieldTurf artificial turf systems that use Brock's shock pads. Upon information and belief, FieldTurf earns more revenue when a customer purchases a FieldTurf artificial turf system that uses FieldTurf's ShockBase Pro shock pads than when a customer purchases a FieldTurf artificial turf system that uses Brock's shock pads.

164. In competitive bidding situations, FieldTurf offers artificial turf systems that do not require shock pads, as well as artificial turf systems that require a shock pad such as FieldTurf's ShockBase Pro shock pad which compete with artificial turf systems that include Brock shock pads offered by artificial turf suppliers who are competitors of FieldTurf.

165. As one example, for an artificial turf project at Letchworth High School in New York state involving HUNT architects, FieldTurf submitted ShockBase Pro shock pads in place of the Brock PowerBase® YSR shock pads identified in the project specification in an attempt to sell FieldTurf's own ShockBase Pro shock pads instead Brock's shock pads.

**FIELDTURF FALSELY AND MISLEADINGLY DISPARAGES  
THE SAFETY, EFFICACY AND DURABILITY OF BROCK'S  
PRODUCTS FOR ARTIFICIAL TURF SYSTEMS**

166. As part of FieldTurf's business, and as part of the competitive bid process for artificial turf systems, FieldTurf employees communicate with customers and potential customers concerning the safety, efficacy, and durability of various artificial turf systems and their components.

167. As part of the competitive bid process for artificial turf systems, FieldTurf and its employees have an economic incentive to convey to customers and

potential customers of Brock that Brock products are less safe, effective, and durable than FieldTurf's products for artificial turf systems.

168. FieldTurf, however, knows that Brock products are not less safe, effective, and durable than FieldTurf's products for artificial turf systems.

169. Statements disparaging the safety, efficacy, and durability of Brock's products cast Brock and Brock's products in an unfavorable light, serve to damage the goodwill, reputation and trustworthiness that Brock has built up in the industry, and are likely to influence a customer or potential customer's purchasing decision adverse to Brock.

170. FieldTurf's customer-facing marketing and advertising materials, including those given to field designers and architects, athletic directors, facilities personnel, parks and recreation personnel, contractors and other customers or potential customers of Brock, nevertheless contain numerous false or misleading statements that are designed to harm Brock by improperly causing customers to purchase artificial turf products of Brock's competitors including FieldTurf rather than Brock products.

171. FieldTurf sales representatives regularly distribute such knowingly false statements to customers and potential customers of Brock concerning purported safety, efficacy, and durability drawbacks of Brock products.

172. For instance, FieldTurf has falsely or misleadingly suggested in customer communication that Brock's shock pads cause "issues" in artificial turf fields in which they are installed.

173. As an example, FieldTurf's Senior Vice-President, Darren Gill, sent a letter dated May 29, 2018 regarding Brock's shock pads. *See* Exhibit 9.

174. Mr. Gill sent his May 29, 2018 letter to customers and potential customers of Brock's artificial turf products including at least designers of artificial turf systems.

175. Upon information and belief, FieldTurf's Senior Vice-President, Darren Gill authored the letter in Exhibit 9.

176. FieldTurf's letter (Exhibit 9) contains false or misleading statements that are injurious to Brock. FieldTurf's purpose and intent in creating the letter is to convey to customers and potential customers of Brock's artificial turf products that Brock's shock pads are not effective or are less effective than artificial turf systems that do not employ shock pads.

177. FieldTurf sent the letter (Exhibit 9) to customers and potential customers of Brock's artificial turf products to convey to them that Brock's shock pads are not effective or are less effective than artificial turf systems that do not employ shock pads in order to win sales for FieldTurf.

178. FieldTurf's letter (Exhibit 9) states "Several artificial turf fields across the United States with a Brock shock pad (mainly in the Northeast) that have been installed by various turf manufacturers, have been experiencing issues this spring. Specifically, the most common issue is that the field is detaching from the sideline as a result of the contraction of the Brock pad system. Some fields have experienced more severe issues such as seam rupturing." *See* Exhibit 9.

179. These statements falsely, deceptively, or misleadingly convey to the recipient of the letter that Brock shock pads cause artificial turf fields to detach from the sideline as a result of the contraction of the Brock pad system, and that Brock shock pads cause more severe issues such as seam rupturing.

180. These statements are false, deceptive, or misleading. Brock products were not and are not the proximate or contributory cause of any field failures "across the United States" as claimed in FieldTurf's letter. Studies by independent materials testing laboratories following the field failures that FieldTurf described have conclusively determined that the expansion and contraction of Brock's panels in response to temperature change will not generate sufficient force to cause properly installed and in-filled FieldTurf carpet, or any other turf carpet, to detach from sideline edge boards or to rupture at turf seams. Hundreds of fields installed over Brock shock pads have not experienced the problems outlined in FieldTurf's letter

(Exhibit 9). The combined mass of carpet and infill which overlay installed Brock panels exceeds the amount of expansive or contractive force measured in Brock's polymer panels in response to temperature changes. FieldTurf carpet with infill is too heavy to be moved by expansion of the underlying Brock pad.

181. FieldTurf and Mr. Gill knew or should have known their statements claiming that Brock shock pads cause artificial turf fields to detach from the sideline as a result of the contraction of the Brock pad system and that Brock shock pads cause more severe issues such as seam rupturing were false, deceptive, or misleading. The false, deceptive, or misleading statements in FieldTurf's letter (Exhibit 9) that Brock shock pads cause artificial turf fields to detach from the sideline as a result of the contraction of the Brock pad system and that Brock shock pads cause more severe issues such as seam rupturing were intended to dissuade customers and potential customers from purchasing Brock's shock pads and were intended to induce customers to purchase alternative artificial turf systems including those from FieldTurf that do not employ shock pads.

182. On or about May 1, 2019, Brock's counsel wrote a letter to Mr. Gill informing him that the statements in his May 29, 2018 letter asserting that Brock shock pads cause artificial turf fields to detach from the sideline as a result of the contraction of the Brock pad system and that Brock shock pads cause more severe

issues such as seam rupturing were materially false statements, and directed Mr. Gill to cease and desist making defamatory statements concerning Brock's products and reputation immediately.

183. As a direct and proximate result of FieldTurf's false, deceptive, or misleading marketing and advertising materials regarding Brock shock pads, Brock has suffered damages, and is likely to continue to suffer damages, at least in the form of direct diversion of sales, lost business opportunities, loss of goodwill associated with its products, and reputational damage with customers and potential customers such as Holy Family Schools (Pennsylvania), Allegany-Limestone High School and Northwood School (New York), University of Dayton (Ohio), and Suffield Academy and Rockville High School (Connecticut).

184. Other FieldTurf advertising and marketing materials that are distributed to or seen by customers and potential customers contain intentionally false, deceptive, or misleading statements that are injurious to Brock, including by falsely, deceptively, or misleadingly suggesting that Brock products are not safe, effective, and durable or are less safe, effective, and durable than other products.

185. For instance, one document FieldTurf employees distribute to Brock's customers and potential customers is titled *Technical Analysis of BrockFILL*, dated November 28, 2018 on its face. *See* Exhibit 10.

186. Upon information and belief, FieldTurf employees authored the *Technical Analysis of BrockFILL* document (Exhibit 10).

187. FieldTurf employees and salespeople distributed the *Technical Analysis of BrockFILL* document (Exhibit 10) to customers and potential customers of Brock.

188. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) contains false, deceptive, or misleading statements that are injurious to Brock. FieldTurf's purpose and intent in creating the document is to convey to customers and potential customers of Brock's artificial turf products that Brock's infill product, BrockFILL, causes cancer or has the potential to cause cancer and is less safe than competitor infill products marketed by FieldTurf including the Purefill Cork, PureGeo Coconut and PureSelect Olive infill products listed in Exhibit 9.

189. FieldTurf and its employees distribute the *Technical Analysis of BrockFILL* document (Exhibit 10) to customers or potential customers of Brock's artificial turf products to convey to them that Brock's infill product, BrockFILL, causes cancer or has the potential to cause cancer and is less safe than competitor infill products marketed by FieldTurf, including the Purefill Cork, PureGeo Coconut and PureSelect Olive infill products, in order to win sales.



190. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) states "Recently shock pad company Brock International released 'BrockFILL' a pine wood based infill." The second page states that "When it comes to offering pine wood, we simply believe that the drawbacks outweigh the benefits and there are more suitable options for athletes and facility owners."

191. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) also states "**CANCER CONCERNS? Research shows that Southern Yellow Pine Wood comes with a Prop 65 warning with the potential to cause cancer** MSDS sheets reviewed of some southern pine wood products have raised concern regarding the requirement for the following Proposition 65 labeling: **WARNING: This product contains chemicals known to the State of California to cause cancer.**<sup>4</sup> [Footnote 4 Southern Yellow Pine Wood and Wood Products Safety Data Sheet (Vol. 77, Ser. 58, pp. 1-6, Rep. No. 1.0). (2014). Germantown, TN: West Fraser.]"

192. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) also states: "**THINGS TO CONSIDER BEFORE CHOOSING BROCKFILL: ... > COMES WITH A PROP 65 WARNING WITH THE POTENTIAL TO CAUSE CANCER.**"

193. FieldTurf was well aware of the adverse impact that its statements linking BrockFILL infill with cancer would have on BrockFILL infill. FieldTurf's statements were made in the midst of well-publicized concerns that crumb rubber infill may cause cancer in adolescents and young adults. These concerns have led to public uprisings against the use of crumb rubber infill. FieldTurf's statements intentionally and wrongfully seek to weaponize these public uprisings against BrockFILL infill.

194. FieldTurf's statements falsely, deceptively, or misleadingly convey to recipients of the document that BrockFILL infill causes cancer or has the potential to cause cancer and is unsafe for the athletes and others that use it, and that Brock is selling and marketing a product that allegedly causes cancer or has the potential to cause cancer and is unsafe for the athletes and others that use it.

195. FieldTurf's statements are false. BrockFILL infill is a 100% natural and organic material used in hundreds of applications for humans and does not cause cancer or have the practical potential to cause cancer and is safe for the athletes and others that use it.

196. The source cited in FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10), specifically, the Southern Yellow Pine Wood and Wood Products Safety Data Sheet ((Vol. 77, Ser. 58, pp. 1-6, Rep. No. 1.0). (2014).

Germantown, TN: West Fraser) only indicates a Prop 65 warning for “wood dust.” The data sheet also indicates that the carcinogenicity of wood dust is by “inhalation.”

197. Wood dust is not used in the production of BrockFILL infill, nor is inhalable wood dust expected to be generated during normal use of BrockFILL infill.

198. Brock published a Material Certification for BrockFILL infill on its website stating that “Brock USA LLC certifies that BrockFILL infill for artificial turf complies with California Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986). None of the ingredients contained in this product are subject to reporting under this requirement.” *See* <https://www.brockusa.com/brockfill-prop-65-cert-nov-2018/> (accessed February 23, 2022). In addition, Brock engaged an outside testing laboratory to measure inhalable dust on athletes during play on an artificial turf field with BrockFILL infill. The results demonstrated that inhalable dust is not a risk to athletes with BrockFILL infill.

199. FieldTurf knows that the Prop 65 warning in the Southern Yellow Pine Wood and Wood Products Safety Data Sheet is applicable to wood dust. FieldTurf’s *Technical Analysis of BrockFILL* document (Exhibit 9) does not indicate this fact and deceptively and misleadingly suggests that the Prop 65 warning applies to Brock’s BrockFILL product.

200. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) contains additional false, deceptive, or misleading statements that are injurious to Brock. FieldTurf's purpose and intent in creating and distributing the document is to convey to customers and potential customers of Brock's artificial turf products that Brock's infill product, BrockFILL, only performs with Brock's PowerBase YSR shock pads, and is incompatible or less compatible with other shock pads than competitor infill products marketed by FieldTurf including the Purefill Cork, PureGeo Coconut and PureSelect Olive infill products listed in Exhibit 10.

201. FieldTurf and its employees distribute the *Technical Analysis of BrockFILL* document (Exhibit 10) to customers or potential customers of Brock's artificial turf products for the purpose of conveying that Brock's infill product, BrockFILL, only performs with Brock's PowerBase YSR shock pads, and is incompatible or less compatible with other shock pads than competitor infill products marketed by FieldTurf, including the Purefill Cork, PureGeo Coconut and PureSelect Olive infill products, in order to win sales.

202. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10) states under the subtitle "PERFORMANCE" that "BrockFILL *only* performs with Powerbase YSR" (emphasis added).

203. This statement falsely, deceptively, and misleadingly conveys to recipients of the document that BrockFILL infill only performs with Brock's PowerBase YSR shock pads and is incompatible or less compatible with other shock pads than competitor infill products.

204. FieldTurf's statements are false. BrockFILL infill does not only perform with Brock's PowerBase YSR shock pads. BrockFILL infill performs and is compatible with other Brock shock pads including PowerBase Pro shock pads and SP Shock Pads, as well as with non-Brock shock pads.

205. As of November 28, 2018, the date of FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10), FieldTurf did not have any physical BrockFILL product to analyze or test because BrockFILL infill was not commercially available until 2019.

206. FieldTurf did not analyze or test any physical BrockFILL product before authoring and distributing the *Technical Analysis of BrockFILL* document (Exhibit 10) containing these false and deceptively misleading statements about Brock's infill product in 2018.

207. As of November 28, 2018, the date of FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 10), FieldTurf did not possess or generate any test data or other performance data showing that BrockFILL infill only performs with

Powerbase YSR. FieldTurf's *Technical Analysis of BrockFILL* document (Exhibit 9) does not indicate this fact and deceptively suggests that BrockFILL infill only performs with Brock's PowerBase YSR shock pads and is incompatible or less compatible with other shock pads than competitor infill products.

208. As a direct and proximate result of FieldTurf's false, deceptive, or misleading marketing and advertising materials regarding BrockFILL infill, Brock has suffered damages, and is likely to continue to suffer damages, at least in the form of direct diversion of sales, lost business opportunities, loss of goodwill associated with its products, and reputational damage with customers and potential customers such as Conway Park, Somerville, Massachusetts and Grasso Tech, Groton, Connecticut.

209. Other FieldTurf advertising and marketing materials that are distributed to or seen by customers and potential customers contain intentionally false, deceptive, or misleading statements that are injurious to Brock, including by falsely, deceptively, and misleadingly suggesting that Brock products are not safe, effective, and durable or are less safe, effective and durable than other products.

210. For example, another document FieldTurf employees distribute to Brock's customers and potential customers is titled *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL*, dated February 2021. *See* Exhibit 11.

211. Upon information and belief, FieldTurf employees authored the *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11).

212. FieldTurf employees and salespeople distributed the *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) to customers and potential customers of Brock in at least February 2021. For example, LDD Sports, a firm that designs and tests synthetic turf athletic fields, including at least its employee and designer Ryan Teeter, received the *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document in February 2021. As another example, synthetic turf systems provider AstroTurf Corporation, including at least its employee and General Manager, Jeff Raiger, also received the *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document in February 2021.

213. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) contains false, deceptive, or misleading statements that are injurious to Brock. FieldTurf's purpose and intent in creating the document is to convey to customers and potential customers of Brock's artificial turf products that Brock's infill product, BrockFILL, is not safe, effective, and durable or is less safe, effective, and durable than other infill products.

214. FieldTurf and its employees distribute the *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) to customers or potential customers of Brock's artificial turf products to convey to them that Brock's infill product, BrockFILL, is not safe, effective, and durable or is less safe, effective, and durable than other infill products, in order to win sales for FieldTurf

215. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) states "**IDEAL CONDITIONS FOR FUNGI GROWTH:** Decay fungi grow under conditions of high humidity<sup>1</sup>, such as when wood has absorbed water, so the water absorption feature actually favors decay fungus growth." The document next states "Product material from [www.brockusa.com](http://www.brockusa.com) confirms the infill is designed to absorb water: 'BrockFILL is hydrophilic, it absorbs water and gains weight when exposed to rain or irrigation.' [Footnote 1 Carll, C.G.; Highley, T.L. *Decay of Wood and Wood-Based Products Above Ground in Buildings*. J. Test. Eval. 1999, 27(2), 150. <https://doi.org/10.1520/jte12054j>]"

216. These statements falsely, deceptively, or misleadingly convey to recipients of the document that use of BrockFILL infill results in ideal conditions for decay fungi growth, and BrockFILL infill is therefore not durable.



217. FieldTurf’s statement is false. BrockFILL infill does not result in ideal conditions for decay fungus growth. BrockFILL infill is more durable than other natural infill products like cork or coconut husk infills and has a 10-year warranty.

218. The source cited in *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11), specifically, the *Decay of Wood and Wood-Based Products Above Ground in Buildings* prominently states in its Abstract that “Untreated wood and wood-based products will not decay if intermittently wetted for short periods to moisture contents above fiber saturation or if wetted to such levels for periods of a few months when temperature is low.” See Carll, C.G.; Highley, T.L. *Decay of Wood and Wood-Based Products Above Ground in Buildings*. J. Test. Eval. 1999, 27(2), 150; available at <https://doi.org/10.1520/jte12054j> (accessed February 24, 2022).

219. FieldTurf knows that artificial turf fields are specifically designed to drain and are only intermittently wetted for short periods. FieldTurf’s *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) does not indicate this fact, and deceptively conveys that Brock’s BrockFILL product results in ideal conditions for decay fungus growth.

220. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) contains additional false, deceptive, or misleading statements that are injurious to Brock.

221. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) states "**LIMITED DURABILITY:** Untreated southern yellow pine (BrockFILL) has a lifespan of 1.8-3.6 years when in contact with the ground.<sup>2</sup> [Footnote 2 Yipintsoi, T. *Wood Handbook Wood as an Engineering Material*; 1976; Vol. 39. <https://doi.org/10.1161/01.RES.39.4.523>]"

222. This statement falsely, deceptively, or misleadingly conveys to recipients of the document that BrockFILL infill has limited durability and has a lifespan of 1.8-3.6 years during normal use in an artificial turf system.

223. FieldTurf's statement is false. BrockFILL infill does not have limited durability or have a lifespan of 1.8-3.6 years during normal use in an artificial turf system. BrockFILL infill is more durable than other natural infill products like cork or coconut husk infills and has a 10-year warranty. BrockFILL infill has been installed in fields in the United States since 2019 and has not needed replacement or additional infill due to the short lifespan falsely asserted in FieldTurf's statements. During development, industry standardized accelerated aging tests were performed

on BrockFILL infill simulating an 8-year life and BrockFILL infill met or exceeded the requirements.

224. In order to support FieldTurf's false, deceptive, or misleading assertions, FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) relies on an error-filled citation in Footnote 2 stating "Yipintsoi, T. *Wood Handbook Wood as an Engineering Material*; 1976; Vol. 39. <https://doi.org/10.1161/01.RES.39.4.523>."

225. The citation in Footnote 2 of Exhibit 11 erroneously combines information from at least two different references. The URL provided in Footnote 2 of Exhibit 10 is the online location of an irrelevant article, Yipintsoi, T., *Single-passage extraction and permeability estimation of sodium in normal dogs lungs*. Oct. 1976, *Circulation Research*. 1976;39:523-531. *See* <https://www.ahajournals.org/doi/10.1161/01.RES.39.4.523> (accessed February 23, 2022). That article has no relevance whatsoever to artificial turf infill products.

226. The remaining information in Footnote 2 of Exhibit 11 refers to *Wood Handbook Wood as an Engineering Material*, a publication of the Forest Products Laboratory, United States Department of Agriculture Forest Service. The April 2010 edition is available online at

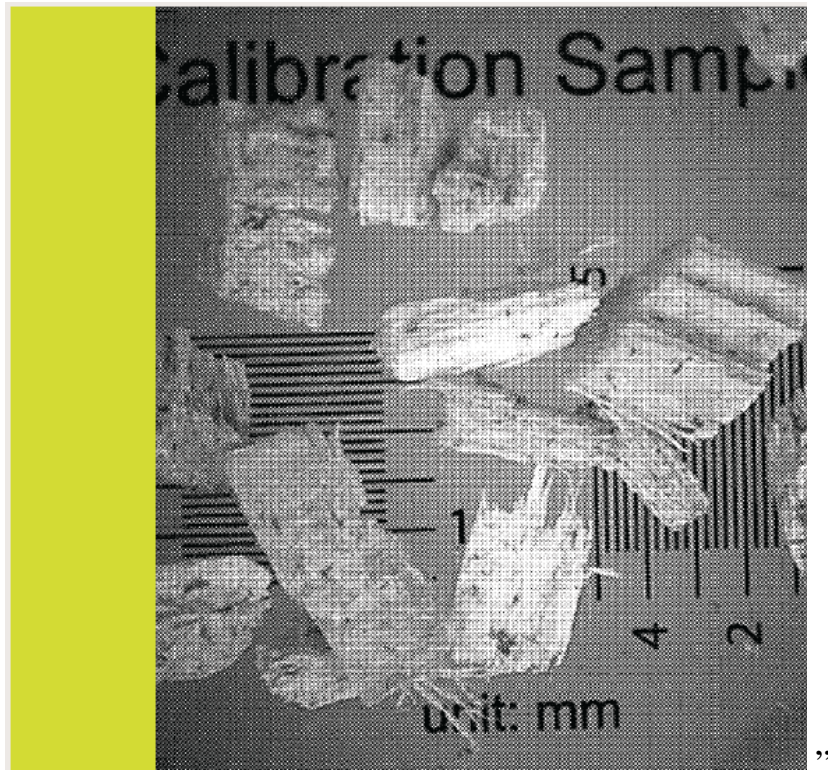
[https://www.fpl.fs.fed.us/documnts/fplgtr/fpl\\_gtr190.pdf](https://www.fpl.fs.fed.us/documnts/fplgtr/fpl_gtr190.pdf) (accessed February 23, 2022).

227. Table 15-5 of the Forest Products Laboratory, United States Department of Agriculture Forest Service's publication, *Wood Handbook Wood as an Engineering Material*, indicates that the average life span of untreated 2 x 4 x 18 in. stakes of southern pine sapwood placed into the soil at Harrison Experimental Forest, Mississippi had an average life span of 1.8 to 3.6 years. See Forest Products Laboratory. 2010. *Wood handbook—Wood as an engineering material*. General Technical Report FPL-GTR-190. Madison, WI: U.S. Department of Agriculture, Forest Service, Forest Products Laboratory., p. 15-7, available at [https://www.fpl.fs.fed.us/documnts/fplgtr/fpl\\_gtr190.pdf](https://www.fpl.fs.fed.us/documnts/fplgtr/fpl_gtr190.pdf) (accessed February 23, 2022).

228. FieldTurf knows that its citation to the *Wood handbook—Wood as an engineering material* for the lifespan of southern pine sapwood stakes placed into the soil is not representative of field conditions for infill which is installed on an engineered artificial turf field rather than being placed into the soil. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) does not indicate this fact and deceptively and falsely states that Brock's BrockFILL product has limited durability and a lifespan of 1.8-3.6 years.

229. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) contains additional false, deceptive, or misleading statements that are injurious to Brock.

230. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) states: "**ANALYSIS: INCREASED RISK OF INJURY WHEN INTERACTING WITH INFILL WHY? POTENTIALLY HAZARDOUS TO HANDLE:** There is a high risk of splinters when handling or interacting with the infill. Despite particle rounding, southern yellow pine (BrockFILL) could lead to safety issues for users interacting with the surface. Images from Brock's BrockFILL U.S. Patent Application 'US 2019 / 0203425 A1' demonstrating the risk involved with the infill:



231. These statements and the reference to Figure 8 of Brock’s United States Patent Application Publication No. 2019/0203425 A1 falsely, deceptively, or misleadingly convey to recipients of the document that BrockFILL infill is unsafe and poses a high risk of splinters when handling or interacting with the infill.

232. FieldTurf’s statements are false. BrockFILL infill does not contain splinters and will not splinter as FieldTurf has falsely and deceptively claimed. Splinters normally occur when contact is made with fixed, rough wood material such as lumber. BrockFILL particles are mobile and move under load to prevent splintering.

233. In order to support FieldTurf's false, deceptive, or misleading assertions, FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) relies on a misleading citation to Brock's United States Patent Application Publication No. 2019/0203425 A1 and its Figure 8 which is labeled "as-milled blockular chips."

234. Figure 8 of Brock's United States Patent Application Publication No. 2019/0203425 A1 does not depict Brock's BrockFILL final product as it is sold and used by customers.

235. Brock's United States Patent Application Publication No. 2019/0203425 A1 expressly describes various processes "[t]o eliminate the splinters and shards" and "to reduce the apparent roughness of the infilled turf." *See, e.g.* Brock's United States Patent Application Publication No. 2019/0203425 A1, ¶¶ 110-114. FieldTurf's *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) fails to include the above statements from Brock's United States Patent Application Publication No. 2019/0203425 A1.

236. Brock uses special equipment during the manufacturing process of BrockFILL infill that removes long particles that could become splinters. A successive conditioning process buffs and smooths particles into a non-abrasive

infill. See BrockFILL image, available at <https://www.brockusa.com/brockfill/> (accessed March 1, 2022).



237. FieldTurf knows that its citation to Figure 8 of Brock’s United States Patent Application Publication No. 2019/0203425 A1 represents “as-milled” blockular chips and does not depict Brock’s BrockFILL product as it is sold and used. FieldTurf’s *Decay & Splintering Analysis of Southern Yellow Pine BrockFILL* document (Exhibit 11) does not indicate this fact, and deceptively conveys that BrockFILL infill is unsafe and poses a high risk of splinters when handling or interacting with the infill.



238. As a direct and proximate result of FieldTurf's false, deceptive, or misleading marketing and advertising materials regarding BrockFILL infill, Brock has also suffered damages, and is likely to continue to suffer damages, at least in the form of direct diversion of sales, lost business opportunities, loss of goodwill associated with its products, and reputational damage with customers and potential customers such as Main South High School, Park Ridge, Illinois.

239. FieldTurf has also falsely, deceptively, and misleadingly stated in other customer communication that Brock's infill product, BrockFILL, is unsafe and ineffective.

240. For example, FieldTurf's Senior Vice-President, Darren Gill, sent a letter dated April 6, 2020 to Mr. Delano Hunter, Director of the District of Columbia Department of Parks and Recreation regarding Brock's BrockFILL product. *See* Exhibit 12.

241. Upon information and belief, FieldTurf's Senior Vice-President, Darren Gill authored the letter in Exhibit 12.

242. FieldTurf's letter (Exhibit 12) contains false, deceptive, or misleading statements that are injurious to Brock. FieldTurf's purpose and intent in creating the letter is to convey to customers and potential customers of Brock's artificial turf

products that Brock's infill product, BrockFILL, is not safe and effective or is less safe and effective than other infill products.

243. FieldTurf sent the letter (Exhibit 12) to a customer and potential customer of Brock's artificial turf products to convey to them that Brock's infill product, BrockFILL, is not safe and effective, or is less safe and effective than other infill products in order to win sales for FieldTurf.

244. FieldTurf's letter (Exhibit 12) states "FieldTurf was pressured to install the BrockFILL at RFK and has absolved itself from all warranty, safety, and performance requirements. Additionally since we have installed RFK local student athletes utilizing it have reported bloodying their knees and elbows due to its abrasiveness. It also has provided multiple splinters and poor performance (which we warned against)." It further states that "[w]e have installed a multitude of alternative infill fields (in the spirit of why BrockFILL was considered), which have performed far better and safer..." *See* Exhibit 12.

245. These statements falsely, deceptively, and misleadingly convey to the recipient of the letter that BrockFILL infill causes bloodying knees and elbows, splinters and poor performance, and that alternative infills perform better and are safer.

246. FieldTurf's statements are false, deceptive, or misleading. BrockFILL infill has passed the required performance testing limits set by sports governing bodies. BrockFILL infill does not contain splinters and will not splinter as FieldTurf has falsely and deceptively claimed. Brock uses special equipment during the manufacturing process of BrockFILL infill that removes long particles that could become splinters. A successive conditioning process buffs and smooths particles into a non-abrasive infill. Splinters normally occur when contact is made with fixed, rough wood material such as lumber. BrockFILL particles are mobile and move under load to prevent splintering.

247. FieldTurf's letter (Exhibit 12) cites no data or detailed examples showing or suggesting that BrockFILL infill causes bloodying knees and elbows, splinters and poor performance, or that BrockFILL infill is less safe or effective relative to any other infill products.

248. The statements in FieldTurf's letter (Exhibit 12) that BrockFILL infill causes bloodying knees and elbows, splinters and poor performance are intended to dissuade customers and potential customers from purchasing Brock's BrockFILL product and are intended to induce customers to purchase alternative infill products from FieldTurf.

249. Just days before FieldTurf's Senior Vice-President, Darren Gill, sent the April 6, 2020 letter to the District of Columbia Department of Parks and Recreation, Ms. Joy M. Taylor sent an email on April 3, 2020 regarding Brock's BrockFILL product to numerous District of Columbia Department of Parks and Recreation personnel including Paul Blackman, Christine McPayten, Donny Gonzalez, Kessia Cruz, John Stokes, Brent Sisco, and Ella Faulkner.

250. Employees of FieldTurf induced Ms. Joy M. Taylor, a person that worked and was known in the artificial turf industry, to send her April 3, 2020 email to the District of Columbia Department of Parks and Recreation personnel regarding Brock's BrockFILL product.

251. Ms. Taylor's April 3, 2020 email to the District of Columbia Department of Parks and Recreation personnel stated "I really don't understand why or how the DPR contracts are able to be sole sourced for this BrockFILL infill product without going through the sole sourcing process - especially when this particular product has proven to cause increased injuries to children by artificial field turf experts, Athletic Directors and parents in the District of Columbia. More importantly, wood dust (caused by playing on treated wood whose treatment comes off which causes the splinters) is a known and proven carcinogen which is prohibited

in the “Safe Fields and Playgrounds Act of 2019” passed by the DC Council and Mayor.”

252. These statements falsely, deceptively, and misleadingly convey to the recipient of the letter that BrockFILL infill causes cancer or has the potential to cause cancer, that BrockFILL infill causes increased injuries to children, that BrockFILL infill causes splinters, and that BrockFILL infill is less safe than alternative infill products.

253. These statements are false. BrockFILL infill does not cause cancer or have the potential to cause cancer and is safe for the athletes and others that use it. *See* ¶¶194-199, *supra*. BrockFILL infill has passed the required performance testing limits set by sports governing bodies. BrockFILL infill does not contain splinters and will not splinter as FieldTurf has falsely and deceptively claimed. Brock uses special equipment during the manufacturing process of BrockFILL infill that removes long particles that could become splinters. A successive conditioning process buffs and smooths particles into a non-abrasive infill. Splinters normally occur when contact is made with fixed, rough wood material such as lumber. BrockFILL particles are mobile and move under load to prevent splintering. *See* ¶¶231-237, *supra*.

254. The statements in Ms. Taylor's April 3, 2020 email conveying to the recipient of the letter that BrockFILL infill causes cancer or has the potential to cause cancer, that BrockFILL infill causes increased injuries to children, that BrockFILL infill causes splinters, and that BrockFILL infill is less safe than alternative infill products are intended to dissuade customers and potential customers from purchasing Brock's BrockFILL product and are intended to induce customers to purchase alternative infill products from FieldTurf.

255. FieldTurf induced Ms. Taylor to send her April 3, 2020 email to the District of Columbia Department of Parks and Recreation personnel regarding Brock's BrockFILL product to dissuade customers and potential customers from purchasing Brock's BrockFILL product and to induce customers to purchase alternative infill products including those from FieldTurf.

256. FieldTurf has a history of making other statements and claims in the marketplace that are alleged to be false. For example, in 2017, FieldTurf was sued by three former (and whistle-blowing) FieldTurf employees on behalf of the State of Illinois for allegedly selling defective products to the state, then obtaining a multi-million dollar settlement from a supplier of the defective products and pocketing that settlement proceeds in a financial windfall for FieldTurf without replacing failed fields or telling its Illinois customers that the products were defective, falsely

representing that the fields installed by FieldTurf met specific requirements and more. *See State of Illinois ex rel. Gilman v. FieldTurf USA, Inc. et al*, Case No. 2017-L-006277 (Cir. Ct. of Cook County). FieldTurf paid \$2,225,000 in settlement proceeds to the State of Illinois to settle the case.

**FIELDTURF’S FALSE, DECEPTIVE, OR MISLEADING STATEMENTS ABOUT THE SAFETY, EFFICACY, AND DURABILITY OF BROCK’S PRODUCTS ADVERSELY IMPACT CONSUMERS.**

257. Brock and FieldTurf both sell products for use in artificial turf systems.

258. Customers and potential customers of both FieldTurf and Brock include public entities such as towns, cities, park districts, and schools, including high schools and colleges.

259. Customers and potential customers of both FieldTurf and Brock also include non-public entities such as private schools and professional sports teams.

260. FieldTurf’s false, deceptive, or misleading statements related to the safety, efficacy, and durability of Brock products are seen, received or heard by customers and potential customers in the United States, including but not limited to customers and potential customer in Georgia.

261. FieldTurf’s false, deceptive, or misleading statements related to the safety, efficacy and durability of Brock products deceive customers and potential customers about the safety, efficacy, and durability of those products.

262. FieldTurf's false, deceptive, or misleading statements related to the safety, efficacy, and durability of Brock products preclude customers and potential customers from making fully informed decisions about which artificial turf system products are appropriate for their needs and uses.

**COUNT I – FIELDTURF'S INFRINGEMENT OF THE 392 PATENT**

263. The allegations of paragraphs 1-262 are repeated and incorporated herein by reference.

264. FieldTurf USA, Inc. has infringed at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

265. Tarkett Sports Canada Inc. has infringed at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

266. FieldTurf USA, Inc. has actively induced infringement of at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro



shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

267. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

268. FieldTurf USA, Inc. has contributed to the infringement of at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

269. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 2, 3, 4, and 8 of the 392 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**COUNT II – FIELDTURF’S INFRINGEMENT OF THE 640 PATENT**

270. The allegations of paragraphs 1-269 are repeated and incorporated herein by reference.

271. FieldTurf USA, Inc. has infringed at least claim 1 of the 640 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

272. Tarkett Canada Inc. has infringed at least claim 1 of the 640 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing

ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

273. FieldTurf USA, Inc. has actively induced infringement of at least claim 1 of the 640 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

274. Tarkett Sports Canada Inc. has actively induced infringement of at least claim 1 of the 640 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

275. FieldTurf USA, Inc. has contributed to the infringement of at least claim 1 of the 640 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and

assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

276. Tarkett Sports Canada Inc. has contributed to the infringement of at least claim 1 of the 640 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

### **COUNT III -- FIELDTURF'S INFRINGEMENT OF THE 840 PATENT**

277. The allegations of paragraphs 1-276 are repeated and incorporated herein by reference.

278. FieldTurf USA, Inc. has infringed at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

279. Tarkett Sports Canada Inc. has infringed at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

280. FieldTurf USA, Inc. has actively induced infringement of at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

281. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use

ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

282. FieldTurf USA, Inc. has contributed to the infringement of at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

283. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 1-2, 5-6 and 18-23 of the 840 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these

activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**COUNT IV – FIELD TURF’S INFRINGEMENT OF THE 601 PATENT**

284. The allegations of paragraphs 1-283 are repeated and incorporated herein by reference.

285. FieldTurf USA, Inc. has infringed at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

286. Tarkett Sports Canada Inc. has infringed at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

287. FieldTurf USA, Inc. has actively induced infringement of at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock

pads in an infringing matter. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

288. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

289. FieldTurf USA, Inc. has contributed to the infringement of at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.



290. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 1, 4, 6, 8, 10 and 12 of the 601 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**COUNT V – FIELDTURF’S INFRINGEMENT OF THE 692 PATENT**

291. The allegations of paragraphs 1-290 are repeated and incorporated herein by reference.

292. FieldTurf USA, Inc. has infringed at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

293. Tarkett Sports Canada Inc. has infringed at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, selling, and

providing ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

294. FieldTurf USA, Inc. has actively induced infringement of at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

295. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing matter. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to induce infringement.

296. FieldTurf USA, Inc. has contributed to the infringement of at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging,

instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

297. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 1-11 of the 692 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

#### **COUNT VI – FIELDTURF’S INFRINGEMENT OF THE 646 PATENT**

298. The allegations of paragraphs 1-297 and 348-354 are repeated and incorporated herein by reference.

299. FieldTurf USA, Inc. has infringed at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, and selling ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

300. Tarkett Sports Canada Inc. has infringed at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(a) by at least using, offering for sale, and selling ShockBase Pro shock pads in the United States, and importing ShockBase Pro shock pads into the United States.

301. FieldTurf USA, Inc. has actively induced infringement of at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use, ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

302. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering for sale, selling, importing, and providing, and

encouraging, instructing, and assisting others to offer, provide, install, and use, ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

303. FieldTurf USA, Inc. has contributed to the infringement of at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use, ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

304. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 1-12 and 14-18 of the 646 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing and providing, and encouraging, instructing, and assisting others to offer, provide, install, and use, ShockBase Pro shock pads and artificial turf fields including ShockBase Pro shock

pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**COUNT VII – FIELDTURF’S INFRINGEMENT OF THE 395 PATENT**

305. The allegations in paragraphs 1-304 are repeated and incorporated herein by reference.

306. FieldTurf USA, Inc. has infringed at least claim 1 of the 395 patent under 35 U.S.C. § 271(a) by at least making, using, offering for sale, and selling in the United States artificial turf systems including ShockBase Pro shock pads.

307. Tarkett Sports Canada Inc. has infringed at least claim 1 of the 395 patent under 35 U.S.C. § 271(a) by at least making, using, offering for sale, and selling in the United States artificial turf systems including ShockBase Pro shock pads.

308. FieldTurf USA, Inc. has actively induced infringement of at least claim 1 of the 395 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering, selling, and providing, and encouraging, instructing and assisting others to offer, provide, install, and use, artificial turf systems including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities

with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

309. Tarkett Sports Canada Inc. has actively induced infringement of at least claim 1 of the 395 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering, selling, and providing, and encouraging, instructing and assisting others to offer, provide, install, and use, artificial turf systems including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

310. FieldTurf USA, Inc. has contributed to the infringement of at least claim 1 of the 395 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing ShockBase Pro shock pads, and encouraging, instructing, and assisting others to offer, install, and use, ShockBase Pro shock pads and artificial turf systems including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

311. Tarkett Sports Canada Inc. has contributed to the infringement of at least claim 1 of the 395 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing ShockBase Pro shock pads, and encouraging, instructing, and assisting others to offer, install, and use, ShockBase Pro shock pads and artificial turf systems including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**BROCK'S INJURIES FROM FIELD TURF'S INFRINGEMENT**

312. The allegations in paragraphs 1-311 are repeated and incorporated herein by reference.

313. Brock has complied with the marking and notice requirements of 35 U.S.C. § 287.

314. FieldTurf's infringement of the Asserted Brock Patents has injured, and continues to injure, Brock.

315. Brock has received no compensation from FieldTurf or anyone else for FieldTurf's unauthorized uses of Brock's patented technologies. Further, FieldTurf's unabated infringement adversely impacts the perceived value of Brock's



intellectual property, patented technologies and reputation in the marketplace and makes Brock vulnerable to additional infringements of its patents.

316. Brock is entitled to recover damages adequate to compensate Brock for FieldTurf's infringement of the Asserted Brock Patents in an amount that is no less than a reasonable royalty, under 35 U.S.C. § 284.

317. Brock will continue to be injured unless and until the Court issues an injunction that prohibits further direct and indirect infringement by FieldTurf.

318. FieldTurf's infringement of the Asserted Brock Patents has been willful, wanton, malicious, in bad-faith, deliberate, consciously wrongful, flagrant, and characteristic of a pirate.

319. This is an "exceptional case" under 35 U.S.C. § 285 because it stands out from others with respect to the lack of substantive strength of FieldTurf's positions. Accordingly, Brock is entitled to an award of its attorney fees.

**COUNT VIII**  
**SECTION 43(A) OF THE LANHAM ACT, 15 U.S.C. § 1125(A)**

320. The allegations in paragraphs 1-319 are repeated and incorporated herein by reference.

321. Both Brock and FieldTurf's infill, shock pad, and turf underlayment products are sold in interstate commerce.

322. FieldTurf's marketing and advertising materials are false, deceptive, and misleading.

323. FieldTurf's false, deceptive, and misleading marketing and advertising materials are commercially disseminated.

324. FieldTurf's false, deceptive, and misleading marketing and advertising materials are likely to deceive consumers of infill, shock pad, and turf underlayment products.

325. FieldTurf's false, deceptive, and misleading marketing and advertising materials are likely to influence customers' decisions in purchasing and installing infill, shock pad, and turf underlayment products and, hence, materially affect purchasing decisions.

326. FieldTurf's use of false, deceptive, and misleading marketing and advertising materials has been intentional, willful, and knowingly deceptive.

327. FieldTurf's false, deceptive, and misleading marketing and advertising materials have caused and will continue to cause irreparable harm to Brock. Unless FieldTurf is enjoined from continuing the aforementioned unlawful acts, Brock will suffer irreparable harm.

328. As a direct and proximate result of FieldTurf's false, deceptive, and misleading marketing and advertising materials, Brock has suffered damages in an amount to be determined at trial.

329. Brock has and is likely to continue to suffer damages from FieldTurf's false, deceptive, and misleading marketing and advertising materials at least in the form of a direct diversion of sales and loss of goodwill associated with its products.

330. FieldTurf's false, deceptive, and misleading advertising and promotion in interstate commerce constitutes false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

331. Pursuant to Section 34 of the Lanham Act, 15 U.S.C. § 1116, Brock is entitled to preliminary and permanent injunctive relief to prevent damage to Brock and to enjoin further violations by Brock of Section 43(a) of the Lanham Act.

332. Furthermore, pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117(a), Brock is entitled to monetary damages, corrective advertising costs, FieldTurf's profits, costs and prejudgment interest.

333. This is an exceptional case under Section 35 of the Lanham Act, 15 U.S.C. § 1117(a) entitling Brock to recover its attorneys' fees and up to three times its actual damages.

334. Pursuant to Section 36 of the Lanham Act, 15 U.S.C. § 1118, Brock is entitled to a destruction order requiring all advertising and marketing materials in FieldTurf's possession bearing the false, deceptive, or misleading descriptions or representations be delivered up and destroyed.

**COUNT IX**  
**GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT**  
**(O.C.G.A. § 10-1-370 ET SEQ.)**

335. The allegations in paragraphs 1-334 are repeated and incorporated herein by reference.

336. By its actions as alleged, FieldTurf is representing Brock products as less safe than other artificial turf products and that Brock's safety representations about its products are unsubstantiated, and is engaging in conduct which creates confusion and misunderstanding in the marketplace, and a likelihood of confusion and misunderstanding in the future.

337. FieldTurf's deceptive and false misrepresentations occurred in the course of FieldTurf's business.

338. FieldTurf's actions have been intentional, willful and knowingly deceptive, and constitute a deceptive practice in violation of the Georgia Uniform Deceptive Trade Practices Act (O.C.G.A. § 10-1-370 *et seq.*).

339. FieldTurf's false misrepresentations as to the safety of Brock's products has generated, and will continue to stoke, unwarranted distrust and fear in potential consumers in the artificial turf industry, as well as in the general public, of Brock's products.

340. Brock has suffered, and will continue to suffer, substantial damages in the form of at least lost business opportunities and reputational damage as a result of FieldTurf's deceptive and false misrepresentations.

341. Pursuant to O.C.G.A. § 10-1-370 *et seq.*, Brock is entitled to preliminary and permanent injunctive relief as well as attorneys' fees and costs incurred in bringing this action.

**COUNT X**  
**TORTIOUS INTERFERENCE WITH**  
**POTENTIAL BUSINESS RELATIONS**

342. The allegations in paragraphs 1-341 are repeated and incorporated herein by reference.

343. FieldTurf has falsely or misleadingly disparaged the safety, efficacy, and durability of Brock's products for artificial turf systems in advertising and marketing materials, and other customer communications, without privilege, to customers and potential customers of Brock's products for artificial turf systems.

344. FieldTurf acted purposely and with malice and intent to injure Brock.

345. With knowledge that Brock was developing or actively pursuing business relationships with prospective customers, FieldTurf knowingly made false or misleading statements to those prospective customers disparaging the safety, efficacy and durability of Brock's products and impugning Brock's reputation.

346. FieldTurf induced or caused customers and potential customers to discontinue or fail to enter into anticipated business relationships with Brock. But for FieldTurf's acts of interference, Brock was reasonably likely to continue existing relationships with its customers and reasonably likely to develop business relationships with potential customers.

347. FieldTurf's tortious conduct including falsely and misleadingly disparaging the safety, efficacy and durability of Brock's products for artificial turf systems in advertising and marketing materials, and other customer communications, without privilege, proximately caused damage to Brock.

**COUNT XI – FIELDTURF'S INFRINGEMENT OF THE 194 PATENT**

348. The allegations in paragraphs 1-347 are repeated and incorporated herein by reference.

349. FieldTurf USA, Inc. has infringed at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(a) by at least making, using, offering for sale, and

selling in the United States artificial turf assemblies including ShockBase Pro shock pads.

350. Tarkett Sports Canada Inc. has infringed at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(a) by at least making, using, offering for sale, and selling in the United States artificial turf assemblies including ShockBase Pro shock pads.

351. FieldTurf USA, Inc. has actively induced infringement of at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering, selling, and providing, and encouraging, instructing and assisting others to offer, provide, install, and use, artificial turf assemblies including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

352. Tarkett Sports Canada Inc. has actively induced infringement of at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(b) by at least marketing, promoting, offering, selling, and providing, and encouraging, instructing and assisting others to offer, provide, install, and use, artificial turf assemblies including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada

Inc. has engaged in these activities with knowledge of the Asserted Brock Patents and specific intent to actively induce infringement.

353. FieldTurf USA, Inc. has contributed to the infringement of at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing ShockBase Pro shock pads, and encouraging, instructing, and assisting others to offer, install, and use, ShockBase Pro shock pads and artificial turf assemblies including ShockBase Pro shock pads in an infringing manner. FieldTurf USA, Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

354. Tarkett Sports Canada Inc. has contributed to the infringement of at least claims 1-17 and 20-30 of the 194 patent under 35 U.S.C. § 271(c) by at least marketing, promoting, offering for sale, selling, importing, and providing ShockBase Pro shock pads, and encouraging, instructing, and assisting others to offer, install, and use, ShockBase Pro shock pads and artificial turf assemblies including ShockBase Pro shock pads in an infringing manner. Tarkett Sports Canada Inc. has engaged in these activities with knowledge of the Asserted Brock Patents, and that the ShockBase Pro shock pad is especially made and adapted for use, and



is in fact used, in a manner that constitutes infringement of the Asserted Brock Patents.

**PRAYER FOR RELIEF**

WHEREFORE, Brock requests that a judgment be entered as follows:

With respect to patent infringement:

A. An injunction prohibiting FieldTurf, and all those acting in concert or participation with FieldTurf, from further acts of direct and indirect infringement of the Asserted Brock Patents;

B. An award to Brock of such damages as it can prove at trial against FieldTurf that are adequate to fully and adequately compensate Brock for the acts of infringement that have occurred, said damages to be no less than a reasonable royalty;

C. An award to Brock for any damages so determined that are found for willful infringement under 35 U.S.C. § 284, together with prejudgment interest;

D. A finding that this case is “exceptional” under 35 U.S.C. § 285, and an award to Brock of its attorney fees and other expenses of litigation;

E. Such other relief as this Court and the jury may determine to be proper and just.

With respect to violations of the Lanham Act, Section 43(a), violations of the Georgia Deceptive Trade Practices Act, and tortious interference with potential business relations:

F. A finding that FieldTurf has engaged in federal unfair competition and false advertising under 15 U.S.C. § 1125(a);

G. An injunction prohibiting FieldTurf, and all those acting in concert or participation with FieldTurf, from further acts of unfair competition and false advertising with respect to Brock's products;

H. In accordance with 15 U.S.C. § 1116(a), an order directing FieldTurf to file with the Court and serve on Brock within thirty (30) days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which FieldTurf has complied with the injunction;

I. In accordance with 15 U.S.C. § 1117, an award to Brock of all damages it has sustained as a result of FieldTurf's acts of unfair competition and false advertising, such amount to be trebled, together with costs and prejudgment interest;

J. In accordance with 15 U.S.C. § 1117, an award to Brock of all profits received by FieldTurf from sales and revenues of any kind made as a result of FieldTurf's unfair competition and false advertising, such amount to be trebled, together with costs and prejudgment interest;

K. In accordance with 15 U.S.C. § 1117(a), an award to Brock of treble actual damages and profits because FieldTurf's conduct was willful;

L. In accordance with 15 U.S.C. § 1117, an award to Brock of Brock's attorney fees because of the exceptional nature of this case resulting from FieldTurf's deliberate actions of unfair competition and false advertising;

M. In accordance with 15 U.S.C. § 1118, an order requiring all advertising and marketing materials in FieldTurf's possession or under its control bearing the false, deceptive, or misleading descriptions or representations to be delivered and destroyed.

N. In accordance with O.C.G.A. § 10-1-370 *et seq.*, preliminary and permanent injunctive relief as well as attorneys' fees and costs incurred in bringing this action;

O. Preliminary and permanent injunctive relief, and compensatory and punitive damages, together with costs and prejudgment interest, for FieldTurf's tortious interference with potential business relationships, together with an award of attorneys' fees as allowed by O.C.G.A. § 13-6-11 for FieldTurf's intentional and bad faith actions.

P. Such other relief as this Court and the jury may determine to be proper and just.

**DEMAND FOR TRIAL BY JURY**

In accordance with Fed. R. Civ. P. 38, Brock hereby requests a trial by jury of all issues properly triable to a jury in this case.

Dated: July 15, 2022

Respectfully submitted,

/s/Brian E. Haan

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**CERTIFICATE OF SERVICE**

I hereby certify on July 15, 2022 that I electronically filed the foregoing document with the Clerk of Court using CM/ECF system which will automatically send email notification of such filing to all counsel of record.

*/s/Brian E. Haan* \_\_\_\_\_