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Attorneys for Plaintiff Oregon Aero, Inc.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

**OREGON AERO, INC.,**  
an Oregon corporation,

**'05 1248 JE**  
Civil No. \_\_\_\_\_

Plaintiff,

vs.

**LANCAIR INTERNATIONAL INC.,**  
an Oregon corporation,

**COMPLAINT for Patent Infringement**  
**(35 U.S.C. § 271),**  
**Trademark Infringement**  
**[15 U.S.C. § 1125 (a)(1)(A)], and**  
**State Unfair Competition**  
**(ORS 646.608)**

Defendant.

**DEMAND FOR JURY TRIAL**

Oregon Aero, Inc. for its complaint against Defendant Lancair International Inc., hereby states and alleges as follows:

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**PARTIES**

1. Plaintiff Oregon Aero, Inc. (“Oregon Aero”) is an Oregon corporation having its principal place of business at 34020 Skyway Drive, Scappoose, Oregon 97056. Oregon Aero is engaged in the creation, development and marketing of custom design products, including products for aircraft.

2. Defendant Lancair International Inc. (“Lancair”) is, upon information and belief, an Oregon corporation having a principal place of business at 2244 Airport Way, Redmond, Oregon 97756. Lancair is, upon information and belief, an aircraft kit manufacturer.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over the claims for patent infringement pursuant to 28 U.S.C. § 1331 and 1338(a), (b).

4. This Court also has original subject matter jurisdiction over the state law claims in this action pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

5. This Court has personal jurisdiction over Defendant because Defendant is an Oregon corporation with a principal place of business in Oregon and has directed its tortious conduct towards Plaintiff, knowing the effects of the conduct will cause harm to Plaintiff in Oregon.

6. Venue in the United States District Court for the District of Oregon is proper under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(b).

**BACKGROUND**

7. Oregon Aero engineers, develops, manufactures, and markets high quality safety products including aircraft seats.

8. Oregon Aero developed and patented a seat structure with anti-spring spanner element.

9. Oregon Aero is the owner of U.S. Patent No. 6,789,844 (the '844 patent) entitled "Seat Structure with Anti-Spring Spanner Element" duly issued on September 14, 2004. A copy of the '844 patent is attached to this Complaint as Exhibit A.

10. Oregon Aero has used and continues to use the trademark HIGH-G for its aircraft seats since at least as early as July 2003. Through its use, Oregon Aero has developed extensive rights in the trademark HIGH-G for aircraft seats. A photograph showing Oregon Aero's use of the mark is attached to this Complaint as Exhibit B.

11. Oregon Aero is the owner of U.S. Trademark Application No. 78/508,697, filed on October 29, 2004, for the HIGH-G mark.

12. Oregon Aero has invested substantial amounts of time, money, and effort into the development, advertising, and promotion of its trademark HIGH-G.

13. Oregon Aero has made extensive sales of its aircraft seats under the HIGH-G trademark, and has used the trademark extensively in advertising and promotion of Oregon Aero's products.

14. The Oregon Aero trademark HIGH-G has acquired secondary meaning among the trade and consumers as a symbol of origin signifying high quality aircraft seats coming exclusively from Oregon Aero.

15. Oregon Aero's trademarks have come to be an asset of inestimable goodwill and value to Oregon Aero.

16. Upon information and belief, Lancair, directly and/or through its agents, sold, offered for sale and continues to sell and offer for sale in this judicial district aircraft seats and/or aircraft kits including aircraft seats.

17. Upon information and belief, in an effort to improve its aircraft seats, Lancair obtained an Oregon Aero aircraft seat, and without authorization, intentionally copied the Oregon Aero aircraft seat design and incorporated proprietary design elements protected by the '844 patent into Lancair's aircraft seat products.

18. Upon information and belief, Lancair has knowingly made, sold, and offered for sale, and continues to make, sell, and offer for sale, aircraft seats that infringe Oregon Aero's '844 patent ("infringing products"), and/or has induced others to sell and offer for sale infringing products in this judicial district. Oregon Aero's claims for patent infringement include and arise out of infringing sales made and/or induced by Lancair in this district, among other places in the United States.

19. Upon information and belief, Lancair has marketed the infringing products as HIGH "G" seats. A photograph showing Lancair's use of the mark in connection with an infringing product is attached to this Complaint as Exhibit C.

20. Lancair does not have Oregon Aero's permission to use Oregon Aero's trademarks.

21. Upon information and belief, Lancair first used its HIGH "G" product designation after Oregon Aero commenced use of its trademark HIGH-G.

**FIRST CLAIM FOR RELIEF**

22. Oregon Aero repeats and realleges paragraphs 1 through 21 of this Complaint, as if fully set forth here.

23. Upon information and belief, Defendant manufactures, makes, has made, uses, sells and/or offers to sell products that infringe claims in the '844 patent; and/or induces or contributes to the infringement of the claims of the '844 patent by others, in violation of 35 U.S.C. § 271.

24. Upon information and belief, Defendant will continue to infringe the '844 patent unless enjoined by this Court.

25. Upon information and belief, Oregon Aero has been damaged by the Defendant's direct infringement of the '844 patent through lost sales, lost profits and/or lost royalties.

26. As a result of the Defendant's infringing conduct, Oregon Aero has been irreparably damaged to an extent not yet determined, and will continue to be irreparably damaged by such acts in the future unless the Defendant is enjoined by this Court from committing further acts of infringement.

27. Upon information and belief, Defendant's infringement was and continues to be willful entitling Oregon Aero to enhanced damages and additional remedies pursuant to 35 U.S.C. §§ 284 and 285.

**SECOND CLAIM FOR RELIEF**

28. Oregon Aero repeats and realleges paragraphs 1 through 21 of this Complaint, as if fully set forth here.

29. Upon information and belief, Defendant has used and is continuing to use Oregon Aero's HIGH-G trademark in connection with aircraft seats.

30. Defendant's aforementioned usage of Oregon Aero's HIGH-G trademark has been and continues to be without the license, authority or consent of Oregon Aero.

31. Defendant's use of Oregon Aero's HIGH-G trademark interferes with Oregon Aero's right and duty to exercise quality control over products bearing any of the Oregon Aero trademarks.

32. Defendant's acts are likely to cause confusion, to cause mistake, and to deceive as to the affiliation, connection, and association of Defendant with Oregon Aero.

33. Defendant's acts are likely to cause confusion, to cause mistake, and to deceive as to the origin, sponsorship, and approval of the products sold by the Defendant.

34. Defendant's acts misrepresent the nature, characteristics, and qualities of both Defendant's and Oregon Aero's products.

35. Defendant's acts create a likelihood of a false and unfair association between Oregon Aero and the Defendant.

36. Defendant's acts are likely to deceive and cause confusion to the purchasing public and to induce the public to believe that the Defendant is in some manner related to, approved by, or sponsored by Oregon Aero.

37. By the aforementioned acts complained of, upon information and belief, Defendant has infringed and continues to infringe Oregon Aero's trademark HIGH-G, in violation of 15 U.S.C. 1125(a)(1)(A).

38. Defendant's aforementioned and ongoing acts of trademark infringement will irreparably injure Oregon Aero unless and until such acts are enjoined by this Court.

39. As a direct and proximate result of Defendant's aforementioned infringement of Oregon Aero's trademark, Oregon Aero has been damaged in an amount to be more specifically determined at trial.

### **THIRD CLAIM FOR RELIEF**

40. Oregon Aero repeats and realleges paragraphs 1 through 21 of this Complaint, as if fully set forth here.

41. Upon information and belief, Defendant has, in the course of Defendant's business, caused likelihood of confusion or of misunderstanding as to affiliation, connection, or association with Oregon Aero, in violation of ORS 646.608.

42. Upon information and belief, Defendant has, in the course of Defendant's business, represented that Defendant has a sponsorship, approval, status, qualification, affiliation, or connection that Defendant does not have, in violation of ORS 646.608.

43. Defendant's aforementioned and ongoing acts of unfair competition will irreparably injure Oregon Aero unless and until such acts are enjoined by this Court.

44. As a direct and proximate result of Defendant's aforementioned acts of unfair competition, Oregon Aero has been damaged in an amount to be more specifically determined at trial.

45. Oregon Aero has no adequate remedy at law.

**PRAYER FOR RELIEF**

WHEREFORE, Oregon Aero prays for judgment as follows:

1. a judgment declaring that Lancair has and continues to infringe the '844 patent, either literally and/or under the doctrine of equivalents, and/or has contributed to and/or induced others to infringe the '844 patent;
2. that Lancair, its respective officers, directors, employees, agents, attorneys, all persons acting in concert or participation with them, and their successors and assigns be preliminarily and permanently restrained and enjoined from (a) all patent infringement of the '844 patent; (b) all infringement of Oregon Aero's trademarks; and (c) otherwise competing unfairly with the Oregon Aero;
3. that Lancair account for and pay to Oregon Aero all damages and costs of Oregon Aero caused by Lancair's activities complained of herein;
4. that Oregon Aero be granted pre-judgment and post-judgment interest on the damages caused to it by Lancair's activities complained of herein;
5. that this Court declare this an exceptional case and award Oregon Aero their reasonable attorney's fees and costs in accordance with 28 U.S.C. § 285;
6. that the infringement of Lancair be declared willful such that Oregon Aero be awarded additional damages up to three times the amount found or assessed as authorized by 28 U.S.C. § 284;
7. that Oregon Aero recover such other and further relief as the Court deems just and proper.



**REQUEST FOR TRIAL BY JURY**

The Plaintiff, Oregon Aero, respectfully requests that all issues so triable be tried by and before a jury.



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