

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

FILED
ASHEVILLE, N.C.
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U.S. DISTRICT COURT
W. DIST. OF N.C.

RANJO'S INCORPORATED,
a North Carolina corporation, and
RANDY R. SAWTELLE,
an individual,

Plaintiffs,

v.

Civ. A. No. 1:02 CV36-C

INGERSOLL-RAND COMPANY LIMITED
d/b/a BOBCAT COMPANY,
a Bermuda corporation,

Defendant.

COMPLAINT (Jury Trial Demanded)

Plaintiffs, complaining of Defendant, allege and say:

1. This is an action brought by Plaintiffs pursuant to the patent laws of the United States to seek legal and equitable redress for Defendant's willful infringement of U.S. Patent No. 5,775,781 ("the '781 patent"), entitled "PAVEMENT MARKING REMOVAL TOOL AND METHOD" and attached hereto as Exhibit 1, such redress to include, without limitation, injunctive relief, treble damages, attorney fees, and costs.

PARTIES

2. Plaintiff Ranjo's Incorporated ("Ranjo's") is a corporation organized under the laws of the State of North Carolina with a principal place of business located at 355 Paint Fork Road, Barnardsville, North Carolina 28709.

3. Plaintiff Randy R. Sawtelle ("Sawtelle") is an individual resident of the State of North Carolina, and Vice President and Secretary of Ranjo's. Sawtelle has an address in or near Barnardsville, North Carolina.

4. Defendant Ingersoll-Rand Company Limited d/b/a Bobcat Company ("Bobcat") is a corporation organized under the laws of Bermuda with principal places of business located at 200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07675 and 250 East Beaton Drive, West Fargo, North Dakota 58078.

5. Ranjo's and Sawtelle may sometimes hereinafter be referred to collectively as "Ranjo's/Sawtelle".

JURISDICTION AND VENUE

6. This action is brought pursuant to the patent laws of the United States. Therefore, this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.

7. Defendant does sufficient business in North Carolina to allow this Court to assert personal jurisdiction over Defendant.

8. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391, 1400(b).

FACTUAL BACKGROUND

9. Ranjo's and Bobcat are competitors in the design, manufacture, and marketing of machinery used to remove markings from and/or resurface pavement such as that found on streets, highways, and airport runways and tarmacs.

10. Sawtelle is a co-inventor listed on, and is the sole owner of, the '781 patent; Ranjo's is licensed to practice the inventions covered by the '781 patent.

11. On February 10, 2002, at the American Traffic Safety Services Association ("ATSSA") trade show in Dallas, Texas, Sawtelle observed that Bobcat was selling and offering

for sale a pavement marking removal drum that is covered by at least one of the claims of the '781 patent ("the Infringing Bobcat Drum").

12. Also on February 10, 2002, after the ATSSA trade show displays were in place but before the show actually opened, Sawtelle hand-delivered a written notice to Bobcat personnel at the ATSSA show, asserting that Bobcat was offering a pavement marking removal drum that infringes the '781 patent, and demanding that Bobcat immediately cease and desist all efforts to market the Infringing Bobcat Drum. See February 10, 2002 letter from Randy R. Sawtelle to Bobcat, attached hereto as Exhibit 2.

13. Bobcat failed and continues to fail to adhere to the demands of the written infringement notice from Ranjo's/Sawtelle, choosing instead to deliberately continue selling and offering for sale the Infringing Bobcat Drum.

14. The continued sales and offers for sale of the Infringing Bobcat Drum by Bobcat have injured Ranjo's/Sawtelle.

15. On information and belief, Bobcat continues to deliberately and willfully infringe the '781 patent in furtherance of a calculated campaign to enhance sales of the Infringing Bobcat Drum while inhibiting Ranjo's from selling its patented pavement marking removal drum.

CLAIM FOR RELIEF
WILLFUL PATENT INFRINGEMENT

16. Paragraphs 1-15 of this Complaint are incorporated herein by reference.

17. Bobcat has, and continues to, make, use, sell, offer for sale, and/or import products and/or methods, including but not limited to the Infringing Bobcat Drum, that are covered by at least one claim of the '781 patent. All such conduct infringes the '781 patent directly and/or by contributing to and/or inducing such infringement. See 35 U.S.C. § 271.

18. Bobcat's infringement of the '781 patent is willful.

19. Ranjo's has suffered significant injury as a result of Bobcat's willful infringement of the '781 patent.

PRAYER FOR RELIEF

Therefore, Plaintiffs pray the Court as follows:

A. That Defendant be preliminarily and permanently enjoined from making, using, selling, offering for sale, and importing the Infringing Bobcat Drum and all other products and methods that infringe the '781 patent;

B. That Defendant's infringement of the '781 patent be declared willful;

C. That Defendant compensate Plaintiffs for all damages suffered by Plaintiffs as a result of Defendant's infringement of the '781 patent, and that all such damages be trebled pursuant to 35 U.S.C. § 284;

D. That this action be declared an exceptional case pursuant to 35 U.S.C. § 285;

E. That Defendant pay all attorney fees incurred by Plaintiffs in furtherance of this action, such relief awarded pursuant to 35 U.S.C. § 285;

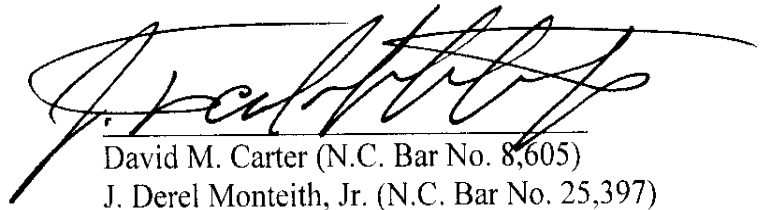
F. That Defendant pay all costs incurred by Plaintiffs in furtherance of this action;

G. That Plaintiffs be awarded any other and further relief deemed just and proper by the Court; and

H. That all issues so triable be tried by jury.

DATE: February 11, 2002

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'David M. Carter', is written over a horizontal line.

David M. Carter (N.C. Bar No. 8,605)

J. Derel Monteith, Jr. (N.C. Bar No. 25,397)

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NOTE:

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SCANNED DOCUMENT.**

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OR OTHER MATERIAL
WHICH HAS NOT BEEN
SCANNED.**