

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

SYNVENTIVE MOLDING SOLUTIONS, INC.)
)
 Plaintiff)
)
 vs.)
)
 HUSKY INJECTION MOLDING)
 SYSTEMS, INC.)
 Defendant)

) Civil Action No. 2:08-CV-136

) Trial By Jury Demanded

CORRECTED REVISED AMENDED
COMPLAINT FOR PATENT INFRINGEMENT
AND TRADE SECRET MISAPPROPRIATION

1. Plaintiff **Synventive Molding Solutions, Inc.** (“Synventive”) brings this action seeking monetary damages and injunctive relief against Defendant **Husky Injection Molding Systems, Inc.** (“Husky”) to halt Husky’s infringement of certain claims of U.S. Patent No. 5,894,025 (the ‘025 patent, attached as **Exhibit A**), U.S. Patent No. 6,419,870 (the ‘870 patent, attached as **Exhibit B**) and U.S. Patent No. 6,599,116 (the ‘116 patent, attached as **Exhibit C**) as well as Husky’s misappropriation of Synventive’s trade secrets.

PARTIES

- 2. Plaintiff Synventive is, and at all relevant times has been, a corporation organized and existing under the laws of Delaware having its principal place of business in Peabody, Massachusetts and conducting business generally in Vermont.
- 3. Defendant Husky is a corporation residing and, at all relevant times has been, conducting business in Milton, Vermont.

JURISDICTION AND VENUE

4. This is an action for patent infringement arising under the United States Patent Laws, 35 U.S.C. §101 *et seq.* The amount in controversy exceeds \$75,000.
5. Jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. §§1331, 1332 and 1338, and 28 U.S.C. §1391.

FACTS

6. Plaintiff Synventive incorporates by reference each and every allegation contained in the paragraphs above as though fully set forth herein.
7. Synventive is engaged in the design, development, sale and manufacture of injection molding equipment.
8. Synventive owns the entire right, title and interest in and to the '025, '870, and '116 patents.
9. Husky is making, using and selling, and has made, used and sold, injection molding equipment as described in the accompanying Motion For Preliminary Injunction and attachments thereto, which infringes each of the following seventeen (17) claims of the patents in suit:
 - claim 12 of the '025 patent;
 - claims 2, 3 and 7-11 of the '870 patent; and
 - claims 2-5 and 12-16 of the '116 patent.
10. Husky has had actual and constructive knowledge of the patents in suit, including the scope and claim coverage thereof.

COUNT I

(PATENT INFRINGEMENT)

11. Synventive incorporates by reference each and every allegation contained in the paragraphs above as though fully set forth herein.
12. Husky's aforesaid activities constitute a direct, contributory and/or inducement of infringement of the aforesaid patents in violation of 35 U.S.C. §271 *et seq.*
13. Husky's aforesaid infringement is, and has been, willful and knowing.
14. Synventive has suffered immediate irreparable harm and monetary damages and will continue to suffer such irreparable harm and damages as a result of Husky's willful patent infringement.

COUNT II

(MISAPPROPRIATION OF SYNVENTIVE TRADE SECRETS)

15. Synventive incorporates by reference each and every allegation contained in the paragraphs above as though fully set forth herein.
16. This count is brought pursuant to the Vermont Trade Secrets Act, 9 V.S.A. § 4601 *et seq.*
17. Synventive is the owner of certain confidential information relating to its injection molding systems.
18. Synventive's confidential information relating to its injection molding systems derives independent economic value from not being readily known to, and not being readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use.
19. Synventive's confidential information relating to its injection molding systems is the subject of reasonable efforts by Synventive to maintain its secrecy.

20. Synventive's confidential information relating to its injection molding systems constitutes a trade secret of Synventive under applicable law.
21. Numerous documents produced by Husky to Synventive in the context of this litigation including, but not limited to, those documents bearing Bates Numbers HUSKY 10571-10670, 13415, 13424-25, 13451-57, 13436-39, 13443, and 13446 constitute, contain or reflect Synventive confidential information or discussions and/or analysis of Synventive confidential information.
22. Said confidential information was provided by Synventive to one or more of its customers, and was obtained without authorization and/or through improper means by Husky.
23. Said documents constitute or reflect formulas, patterns, compilations, programs, devices, methods, techniques or processes and hence constitute trade secret information owned by Synventive.
24. After a reasonable opportunity for further investigation or discovery, Synventive is likely to establish that Husky has obtained other trade secret information belonging to Synventive from one or more customers who are under an obligation of confidentiality to Synventive.
25. The disclosure or use of the confidential Synventive information reflected in the aforementioned documents, or of other materials that Husky may have acquired from customers of Synventive, has caused and will continue to cause damages as well as irreparable harm to Synventive. Synventive has no adequate remedy at law for such damage or irreparable harm, and Synventive is entitled to an injunction to limit prospectively such damage or irreparable harm.

26. Husky wrongfully misappropriated one or more Synventive trade secrets described above, at least by acquiring said trade secrets under circumstances wherein Husky knew or had reason to know that one or more trade secrets were acquired by improper means including breach of a confidential duty to Synventive.
27. The harm to Synventive arising from Husky's acts of trade secret misappropriation is not fully compensable by money damages. Rather, Synventive is likely to establish that it has suffered and continues to suffer irreparable harm which has no adequate remedy at law and which will continue unless Husky's conduct is enjoined.

EXCEPTIONAL CASE

28. Because of Husky's willful infringement, this is an exceptional case under 35 U.S.C. §285 and Synventive is entitled to attorney's fees incurred in connection with prosecuting this action.

WHEREFORE, Plaintiff requests that this Court enter judgment:


- A. Declaring that Husky infringes and has infringed the '025, '870, and '116 patents;
- B. Declaring that Husky's infringement of the '025, '870, and '116 patents has been willful;
- C. Awarding Synventive a preliminary injunction and a permanent injunction restraining Husky and all those in active concert or privity with it from further infringement of the '025, '870, and '116 patents;
- D. Awarding Synventive treble damages based on Husky's willful infringement of the '025, '870, and '116 patents, pursuant to 35 U.S.C. §284 and otherwise;

- E. Declaring that this is an exceptional case and awarding Synventive its reasonable attorneys fees and costs pursuant to 35 U.S.C. §285 and otherwise;
- F. Entering an injunction against Husky, its agents, employees, and assigns requiring return of all Synventive's trade secrets in Husky's possession and return or destruction of all records at Husky that contain, include, or incorporate such Synventive trade secrets, pursuant to 13 V.S.A. § 4602 *et seq.*;
- G. Entering an award of damages against Husky adequate to compensate Synventive for Husky's trade secret misappropriation, pursuant to 13 V.S.A. § 4603, and to all other remedies at law for trade secret misappropriation; and
- H. Granting Synventive such other and further relief as the Court deems just and proper.


PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY.

Dated: September 10, 2009

Respectfully submitted,
SYNVENTIVE MOLDING SOLUTIONS, INC.,
By its attorneys,

By: 

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UNITED STATES DISTRICT COURT
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SYNVENTIVE MOLDING SOLUTIONS, INC.)

Plaintiff)

vs.)

HUSKY INJECTION MOLDING)
SYSTEMS, INC.)

Defendant)

Civil Action No. 2:08-cv-136

CERTIFICATE OF SERVICE

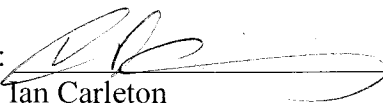
I, Ian P. Carleton, counsel for Plaintiff Synventive Molding Solutions, Inc., do hereby certify that on September 10, 2009, I served a *Corrected Revised Amended* Complaint For Patent Infringement And Trade Secret Misappropriation via U.S. Mail, postage prepaid addressed as follows:

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Dated at Burlington, Vermont this 10th day of September, 2009.

SYNVENTIVE MOLDING SOLUTIONS, INC.,
By its attorneys,

By: 
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