

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PRYSMIAN POWER CABLES AND  
SYSTEMS USA, LLC,

Plaintiff,

v.

SOUTHWIRE COMPANY,

Defendant.

Civil Action No.

**DEMAND FOR JURY TRIAL**

**COMPLAINT FOR PATENT INFRINGEMENT**

**Nature of the Action**

1. This is a civil action for patent infringement arising under the laws of the United States relating to patents, including 35 U.S.C. § 281.

**Parties**

2. Plaintiff Prysmian Power Cables and Systems USA, LLC (“Prysmian”) is a limited liability company organized and existing under the laws of Delaware, having a principal place of business at 700 Industrial Drive, Lexington, South Carolina 29072.

3. On information and belief, Defendant Southwire Company (“Southwire”) is a corporation organized and existing under the laws of Delaware with its principal place of business at One Southwire Drive, Carrollton, Georgia 30119.

**Jurisdiction and Venue**

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this civil action arises under the laws of the United States and because this civil action arises under an Act of Congress relating to patents.

5. This Court has personal jurisdiction over Southwire, as Southwire is incorporated in the State of Delaware.

6. Venue for this civil action in this judicial district is proper under 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b).

7. On information and belief, Southwire contends that it has an implied license to the patents-in-suit through two agreements (“Settlement Agreements”), executed in December 2005, between Southwire and the prior owner of the patents-in-suit. Those Settlement Agreements concerned two interferences in the U.S. Patent and Trademark Office not involving the patents-in-suit. The Settlement Agreements each identify Delaware as the jurisdiction for resolving disputes involving the Settlement Agreements, stating: “This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, U.S.A., excluding any such laws that may direct the application of laws of another jurisdiction. If either Party files a civil action with respect to this Agreement, such action must be filed in the State of Delaware.” This forum-selection provision provides a further reason why venue is proper in this judicial district.

#### **The Patents-in-Suit**

8. United States Letters Patent No. 6,664,476 (“the ’476 patent”) was duly and legally issued by the United States Patent and Trademark Office on December 16, 2003, to Sergio Belli et al. A true and correct copy of the ’476 patent, entitled “Electrical Cable with Self-Repairing Protection” is attached hereto as Exhibit A.

9. Prysmian is the assignee and owner of the entire right, title, and interest in and to the ’476 patent, including the right to assert all causes of action arising under the ’476 patent and the right to any remedies for infringement of it.

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10. Prior to becoming the assignee of the '476 patent, Prysmian was the sole licensee of the '476 patent.

11. United States Letters Patent No. 6,534,715 ("the '715 patent") was duly and legally issued by the United States Patent and Trademark Office on March 18, 2003, to Andrew L. Maunder et al. A true and correct copy of the '715 patent, entitled "Electrical Cable with Self-Repairing Protection and Apparatus for Manufacturing the Same" is attached hereto as Exhibit B.

12. Prysmian is the assignee and owner of the entire right, title, and interest in and to the '715 patent, including the right to assert all causes of action arising under the '715 patent and the right to any remedies for infringement of it.

13. Prior to becoming the assignee of the '715 patent, Prysmian was the sole licensee of the '715 patent.

14. United States Letters Patent No. 7,204,896 ("the '896 patent") was duly and legally issued by the United States Patent and Trademark Office on April 17, 2007, to Andrew L. Maunder et al. A true and correct copy of the '896 patent, entitled "Electrical Cable with Self-Repairing Protection and Apparatus for Manufacturing the Same" is attached hereto as Exhibit C.

15. Prysmian is the assignee and owner of the entire right, title, and interest in and to the '896 patent, including the right to assert all causes of action arising under the '896 patent and the right to any remedies for infringement of it.

16. Prior to becoming the assignee of the '896 patent, Prysmian was the sole licensee of the '896 patent.

**Count I: Claim for Infringement of U.S. Patent No. 6,664,476**

17. Prysmian realleges and incorporates by reference each of paragraphs 1-16 above, as if fully set forth herein.

18. Without license or authorization, Southwire has been making, using, selling, offering for sale and/or importing into the United States certain electrical power cables that embody the inventions claimed in the '476 patent and thus infringes one or more claims of the '476 patent. Such acts constitute infringement under at least 35 U.S.C. §§ 271(a), (b), and (c).

19. On information and belief, Southwire has known of the existence of the '476 patent since before the filing of this Complaint, but has continued to infringe that patent despite such knowledge. Southwire's acts of infringement have been willful and deliberate, and in reckless disregard of Prysmian's patent rights.

20. As a result of Southwire's infringement, Prysmian has and will continue to suffer damages and irreparable harm. On information and belief, Southwire will continue its infringing activities, and continue to damage Prysmian, unless enjoined by this Court. Prysmian has no adequate remedy at law.

**Count II: Claim for Infringement of U.S. Patent No. 6,534,715**

21. Prysmian realleges and incorporates by reference each of paragraphs 1-20 above, as if fully set forth herein.

22. Without license or authorization, Southwire has been making, using, selling, offering for sale and/or importing into the United States certain electrical power cables that embody the inventions claimed in the '715 patent and thus infringes one or more claims of the '715 patent. Such acts constitute infringement under at least 35 U.S.C. §§ 271(a), (b), and (c).

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23. On information and belief, Southwire has known of the existence of the '715 patent since before the filing of this Complaint, but has continued to infringe that patent despite such knowledge. Southwire's acts of infringement have been willful and deliberate, and in reckless disregard of Prysmian's patent rights.

24. As a result of Southwire's infringement, Prysmian has and will continue to suffer damages and irreparable harm. On information and belief, Southwire will continue its infringing activities, and continue to damage Prysmian, unless enjoined by this Court. Prysmian has no adequate remedy at law.

**Count III: Claim for Infringement of U.S. Patent No. 7,204,896**

25. Prysmian realleges and incorporates by reference each of paragraphs 1-24 above, as if fully set forth herein.

26. Without license or authorization, Southwire has been making, using, selling, offering for sale and/or importing into the United States certain electrical power cables that embody the inventions claimed in the '896 patent and thus infringes one or more claims of the '896 patent. Such acts constitute infringement under at least 35 U.S.C. §§ 271(a), (b), and (c).

27. On information and belief, Southwire has known of the existence of the '896 patent since before the filing of this Complaint, but has continued to infringe that patent despite such knowledge. Southwire's acts of infringement have been willful and deliberate, and in reckless disregard of Prysmian's patent rights.

28. As a result of Southwire's infringement, Prysmian has and will continue to suffer damages and irreparable harm. On information and belief, Southwire will continue its infringing activities, and continue to damage Prysmian, unless enjoined by this Court.

Prysmian has no adequate remedy at law.

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**Prayer for Relief**

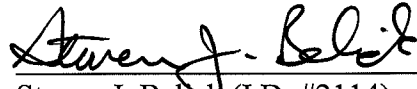
**WHEREFORE**, Prysmian respectfully requests the following relief:

- A. The entry of judgment that Southwire has infringed each of the '476, '715, and '896 patents;
- B. The entry of a permanent injunction, enjoining Southwire and its officers, agents, servants, employees, privies, and all persons in active concert or participation with it, from further infringement of the '476, '715, and '896 patents;
- C. That this Court ascertain and award Prysmian damages sufficient to compensate it for Southwire's infringement of the '476, '715, and '896 patents, that the damages so ascertained be trebled according to 35 U.S.C. § 284 and awarded to Prysmian with interest, and that judgment in the amount of this award be entered in favor of Prysmian and against Southwire;
- D. That this Court find this case to be exceptional, and under 35 U.S.C. § 285 award Prysmian its attorneys' fees, costs and expenses in this action; and
- E. That this Court award Prysmian such other relief as this Court deems just and proper.

**Demand For Jury Trial**

Plaintiff respectfully requests a trial by jury on all issues so triable.

ASHBY & GEDDES



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Dated: February 16, 2010