

THE HONORABLE MARSHA J. PECHMAN

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

VECTRA FITNESS, INC., )  
a Washington corporation, )  
 )  
Plaintiff, )  
 )  
v. )  
BRUNSWICK CORPORATION, )  
a Delaware corporation, )  
and its division, LIFE FITNESS, INC., )  
 )  
Defendant. )  
 )  
 )  
 )

Civil Action No. CVO4-2306P

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

Plaintiff, Vectra Fitness, Inc. (“Vectra”), for its complaint against defendant Brunswick Corporation and its division, Life Fitness, Inc. (collectively, “Brunswick”), alleges as follows:

**I. NATURE OF ACTION**

1. This action is based on the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*
2. This action arises out of defendant’s making, using, selling, and/or offering for sale exercise equipment that infringes a valid patent owned by plaintiff.

**II. THE PARTIES**

3. Vectra is a Washington corporation with its principal place of business at 7901 S. 190<sup>th</sup> Street, Kent, Washington 98032.



**VI. CLAIM -- PATENT INFRINGEMENT**

11. Vectra repeats and realleges each of the allegations contained in the paragraphs above as if fully set forth herein.

12. On information and belief, Brunswick has been, and is, infringing directly, by inducement, and/or under the doctrine of contributory infringement and/or the doctrine of equivalents, one or more claims of the '572 patent by manufacturing, using, selling, and/or offering for sale exercise equipment, and/or related products in the United States and in this Judicial District.

13. By infringing directly, by inducement and/or under the doctrine of contributory infringement and/or the doctrine of equivalents, one or more claims of the '572 patent, Brunswick has unfairly reaped a substantial commercial advantage and savings in research and development time and cost, all to Vectra's detriment.

14. Brunswick's activities with respect to its exercise equipment, and related products constitute willful infringement of one or more claims of the '572 patent. Brunswick has been informed of its infringing conduct but, nevertheless, continues its infringement.

15. Vectra has been, and will continue to be, damaged by such infringement in an amount to be proven at trial, and in a manner and amount that cannot be fully measured or compensated in economic terms and for which there is no adequate remedy at law. The actions of Brunswick have damaged, and will continue to damage, Vectra's business, market, reputation, and goodwill. Such irreparable damage will continue unless the acts of Brunswick are enjoined during the pendency of this action and thereafter. Vectra is, therefore, entitled to the remedies provided by 35 U.S.C. §§ 283-285.

**VII. PRAYER FOR RELIEF**

WHEREFORE, Vectra requests the following relief:

1           1. Brunswick and its officers, directors, agents, servants, employees, attorneys,  
2 confederates, and all persons acting for, with, by, through, or under them or any of them, be  
3 permanently enjoined:

4           (a) From infringing any claim of the '572 patent, either directly or  
5 contributing to the infringement; and

6           (b) From inducing others to infringe any claim of the '572 patent.

7           2. Brunswick be required to deliver up to the Court the following items in  
8 Brunswick's possession, custody or control: any and all exercise machines which infringe any  
9 claim of the '572 patent in suit and parts thereof and all machinery, tooling, and dies and any  
10 other equipment used in the manufacture, finishing or refinement of any of the above items or  
11 products.

12           3. Brunswick be required to prepare and deliver to Vectra a complete list of entities  
13 from whom defendant purchased, and to whom they distributed or sold, products which infringe  
14 any claim of the '572 patent.

15           4. Brunswick, within thirty days after service of judgment, with notice of entry  
16 thereof upon it, be required to file with the Court and serve upon Vectra's counsel a written  
17 report under oath setting forth in detail the manner in which defendant has complied with  
18 Paragraphs 1 through 3 hereof.

19           5. Brunswick account for and pay over to Vectra such damages as Vectra has  
20 sustained and adequate to compensate for the patent infringement, including Vectra's lost  
21 profits, but in no event less than a reasonable royalty, as provided by 35 U.S.C. § 284.

22           6. Brunswick's infringement of Vectra's patent be found willful and that treble  
23 damages, together with interest and costs, be awarded under 35 U.S.C. § 284.

24           7. The present case be found exceptional and that attorneys' fees be awarded to  
25 Vectra under 35 U.S.C. § 285 or as otherwise permitted by law.

1 8. Brunswick be ordered to pay prejudgment interest on all sums awarded as allowed  
2 by law.

3 9. Vectra have such other and further relief as the Court may deem just and proper.

4 **DEMAND FOR JURY**

5 Vectra hereby demands a trial by jury as to all issues so triable.

6  
7 DATED this 11th day of March, 2005.

8 Respectfully submitted,  
9 DORSEY & WHITNEY LLP

10  
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