

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

FLEXHEAD INDUSTRIES, INC. and
PNM, INC.

Plaintiffs,

v.

THE VIKING CORPORATION; SUPPLY
NETWORK, INC.; GATEWAY TUBING, INC.;
and YONG WON USA, INC.,

Defendants.

Civil Action No.:

JURY TRIAL DEMANDED

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs FlexHead Industries, Inc. and PNM, Inc., for their complaint, allege the following:

1. Plaintiff FlexHead Industries, Inc. (“FlexHead”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts and has its principal place of business at 56 Lowland Street, Holliston, Massachusetts, within this Judicial District.

2. Plaintiff PNM, Inc. (“PNM”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts and has its principal place of business at 56 Lowland Street, Holliston, Massachusetts, within this Judicial District.

3. Defendant The Viking Corporation (“Viking”) is a corporation organized and existing under the laws of the State of Michigan and has its principal place of business at 210 North Industrial Park, Hastings, Michigan.

4. Defendant Supply Network, Inc., a/k/a Viking SupplyNet (“Viking SupplyNet”) is a corporation organized and existing under the laws of the State of

Michigan and has its principal place of business at 161 Ottawa Ave NW, Suite 502, Grand Rapids, Michigan.

5. Defendant Gateway Tubing, Inc. (“Gateway Tubing”) is a corporation organized and existing under the laws of the State of Missouri and has its principal place of business at 406 North Main Street, Rolla, Missouri.

6. Defendant Yong Won USA, Inc. (“Yong Won USA”) is a business entity with a principal place of business at 145-30 156th Street, Suite 200, Jamaica, New York.

JURISDICTION

7. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 (federal question), and 28 U.S.C. § 1338(a) (action arising under an Act of Congress relating to patents).

8. This Court has personal jurisdiction over Viking because Viking has substantial and continuous contacts with this Judicial District, and/or because Viking has committed acts of patent infringement within this Judicial District, by making, using, importing, selling, or offering for sale, *inter alia*, products that infringe the U.S. patents identified below, including by placing such products into the stream of commerce in circumstances under which Viking reasonably should have anticipated being subject to suit in this Judicial District.

9. This Court has personal jurisdiction over Viking SupplyNet because Viking SupplyNet has substantial and continuous contacts with this Judicial District, and/or because Viking SupplyNet has committed acts of patent infringement within this Judicial District, by making, using, importing, selling, or offering for sale, *inter alia*, products that infringe the U.S. patents identified below, including by placing such products into the stream of commerce in circumstances under which Viking SupplyNet reasonably should have anticipated being subject to suit in this Judicial District.

10. This Court has personal jurisdiction over Gateway Tubing because Gateway Tubing has substantial and continuous contacts with this Judicial District, and/or because Gateway Tubing has committed acts of patent infringement within this Judicial District, by making, using, importing, selling, or offering for sale, *inter alia*, products that infringe the U.S. patents identified below, including by placing such products into the stream of commerce in circumstances under which Gateway Tubing reasonably should have anticipated being subject to suit in this Judicial District.

11. This Court has personal jurisdiction over Yong Won USA because Yong Won USA has substantial and continuous contacts with this Judicial District, and/or because Yong Won USA has committed acts of patent infringement within this Judicial District, by making, using, importing, selling, or offering for sale, *inter alia*, products that infringe the U.S. patents identified below, including by placing such products into the stream of commerce in circumstances under which Yong Won USA reasonably should have anticipated being subject to suit in this Judicial District.

VENUE

12. Venue is proper in this Judicial District under 28 U.S.C. § 1391 (b) & (c) and 28 U.S.C. § 1400.

GENERAL ALLEGATIONS

13. PNM is the owner of United States Patent Nos. 6,119,784 (the “’784 Patent”), 6,752,218 (the “’218 patent”), 6,488,097 (the “’097 patent”), and 7,032,680 (the “’680 patent”), which are valid, legally issued patents. Copies of the ’784, ’218, ’097, and ’680 patents (collectively “the PNM patents”) are attached to this Complaint as Exhibits A, B, C, and D, respectively.

14. PNM has granted FlexHead an exclusive license to the PNM patents.

15. The notice requirement set forth in 35 U.S.C. § 287(a) has been satisfied.

COUNT I: INFRINGEMENT OF THE '784 PATENT

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

17. Viking has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '784 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

18. Upon information and belief, Viking has had actual knowledge of the '784 patent and its infringement has been and is now willful.

19. Viking will continue to infringe the '784 patent unless permanently enjoined by this Court.

20. Viking's past and continued acts of infringement of the '784 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

21. Viking SupplyNet has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '784 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

22. Upon information and belief, Viking SupplyNet has had actual knowledge of the '784 patent and its infringement has been and is now willful.

23. Viking SupplyNet will continue to infringe the '784 patent unless permanently enjoined by this Court.

24. Viking SupplyNet's past and continued acts of infringement of the '784 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

25. Gateway Tubing has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '784 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

26. Upon information and belief, Gateway Tubing has had actual knowledge of the '784 patent and its infringement has been and is now willful.

27. Gateway Tubing will continue to infringe the '784 patent unless permanently enjoined by this Court.

28. Gateway Tubing's past and continued acts of infringement of the '784 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

29. Yong Won USA has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '784 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

30. Upon information and belief, Yong Won USA has had actual knowledge of the '784 patent and its infringement has been and is now willful.

31. Yong Won USA will continue to infringe the '784 patent unless permanently enjoined by this Court.

32. Yong Won USA's past and continued acts of infringement of the '784 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

COUNT II: INFRINGEMENT OF THE '218 PATENT

33. Paragraphs 1-15 of this complaint are incorporated herein by reference.

34. Viking has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '218 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

35. Upon information and belief, Viking has had actual knowledge of the '218 patent and its infringement has been and is now willful.

36. Viking will continue to infringe the '218 patent unless permanently enjoined by this Court.

37. Viking's past and continued acts of infringement of the '218 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

38. Viking SupplyNet has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '218 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

39. Upon information and belief, Viking SupplyNet has had actual knowledge of the '218 patent and its infringement has been and is now willful.

40. Viking SupplyNet will continue to infringe the '218 patent unless permanently enjoined by this Court.

41. Viking SupplyNet's past and continued acts of infringement of the '218 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

42. Gateway Tubing has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '218 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

43. Upon information and belief, Gateway Tubing has had actual knowledge of the '218 patent and its infringement has been and is now willful.

44. Gateway Tubing will continue to infringe the '218 patent unless permanently enjoined by this Court.

45. Gateway Tubing's past and continued acts of infringement of the '218 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

46. Yong Won USA has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '218 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

47. Upon information and belief, Yong Won USA has had actual knowledge of the '218 patent and its infringement has been and is now willful.

48. Yong Won USA will continue to infringe the '218 patent unless permanently enjoined by this Court.

49. Yong Won USA's past and continued acts of infringement of the '218 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

COUNT III: INFRINGEMENT OF THE '097 PATENT

50. Paragraphs 1-15 of this complaint are incorporated herein by reference.

51. Viking has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '097 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

52. Upon information and belief, Viking has had actual knowledge of the '097 patent and its infringement has been and is now willful.

53. Viking will continue to infringe the '097 patent unless permanently enjoined by this Court.

54. Viking's past and continued acts of infringement of the '097 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

55. Viking SupplyNet has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '097 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

56. Upon information and belief, Viking SupplyNet has had actual knowledge of the '097 patent and its infringement has been and is now willful.

57. Viking SupplyNet will continue to infringe the '097 patent unless permanently enjoined by this Court.

58. Viking SupplyNet's past and continued acts of infringement of the '097 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

59. Gateway Tubing has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '097 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

60. Upon information and belief, Gateway Tubing has had actual knowledge of the '097 patent and its infringement has been and is now willful.

61. Gateway Tubing will continue to infringe the '097 patent unless permanently enjoined by this Court.

62. Gateway Tubing's past and continued acts of infringement of the '097 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

63. Yong Won USA has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '097 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

64. Upon information and belief, Yong Won USA has had actual knowledge of the '097 patent and its infringement has been and is now willful.

65. Yong Won USA will continue to infringe the '097 patent unless permanently enjoined by this Court.

66. Yong Won USA's past and continued acts of infringement of the '097 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

COUNT IV: INFRINGEMENT OF THE '680 PATENT

67. Paragraphs 1-15 of this complaint are incorporated herein by reference.

68. Viking has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '680 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

69. Upon information and belief, Viking has had actual knowledge of the '680 patent and its infringement has been and is now willful.

70. Viking will continue to infringe the '680 patent unless permanently enjoined by this Court.

71. Viking's past and continued acts of infringement of the '680 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

72. Viking SupplyNet has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '680 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

73. Upon information and belief, Viking SupplyNet has had actual knowledge of the '680 patent and its infringement has been and is now willful.

74. Viking SupplyNet will continue to infringe the '680 patent unless permanently enjoined by this Court.

75. Viking SupplyNet's past and continued acts of infringement of the '680 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

76. Gateway Tubing has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '680 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

77. Upon information and belief, Gateway Tubing has had actual knowledge of the '680 patent and its infringement has been and is now willful.

78. Gateway Tubing will continue to infringe the '680 patent unless permanently enjoined by this Court.

79. Gateway Tubing's past and continued acts of infringement of the '680 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

80. Yong Won USA has been and is now infringing, actively inducing infringement of, and/or contributing to the infringement of the '680 patent. The infringing acts include, but are not limited to, the manufacture, use, sale, importation, or offer for sale of fire protection sprinkler support systems configured to be attached to a suspended ceiling grid or support structure, for use with a flexible sprinkler assemblage or conduit.

81. Upon information and belief, Yong Won USA has had actual knowledge of the '680 patent and its infringement has been and is now willful.

82. Yong Won USA will continue to infringe the '680 patent unless permanently enjoined by this Court.

83. Yong Won USA's past and continued acts of infringement of the '680 patent have injured the plaintiffs and thus the plaintiffs are entitled to recover damages adequate to compensate for this infringement.

RELIEF REQUESTED

WHEREFORE, the plaintiffs pray as follows:

1. That this Court find that the '784, '218, '097, and '680 patents are valid and infringed by Viking, Viking SupplyNet, Gateway Tubing, and Yong Won USA.
2. That this Court enjoin Viking, Viking SupplyNet, Gateway Tubing, Yong Won USA, their parents, subsidiaries, affiliates, officers, agents, servants, employees and attorneys, and all persons acting for, with, by, through, or under any of them from infringing the '784, '218, '097, and '680 patents.
3. That this Court award the plaintiffs damages adequate to compensate the plaintiffs for its injuries resulting from the defendants' infringement, together with interest and costs, pursuant to 35 U.S.C. § 284.
4. That this court award the plaintiffs treble damages found or assessed, pursuant to 35 U.S.C. § 284.
5. That this Court declare this to be an exceptional case within the meaning of 35 U.S.C. § 285.
6. That this Court award the plaintiffs its costs in this action, together with reasonable attorney's fees and pre-judgment and post-judgment interest.
7. That this Court award the plaintiffs such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

The plaintiffs demand a trial by jury on all issues triable of right by a jury.

Dated: October 17, 2006

/s/ Alan D. Smith

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