

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

FLEXCON COMPANY, INC.,

Plaintiff,

V.

FERRAZ FUSE CORPORATION, FERRAZ  
SHAWMUT LLC, and FERRAZ SHAWMUT INC.,

Defendants.

CIVIL ACTION  
NO. 09-40141

## **COMPLAINT AND JURY DEMAND**

Plaintiff FLEXcon Company, Inc. ("FLEXcon"), for its Complaint for patent infringement against Defendants Ferraz Fuse Corporation, Ferraz Shawmut LLC, and Ferraz Shawmut Inc. (collectively, the "Defendants"), alleges as follows:

## THE PARTIES

1. Plaintiff FLEXcon Company, Inc. is a corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business located in Spencer, Massachusetts.

2. Upon information and belief, defendant Ferraz Fuse Corporation is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in Newburyport, Massachusetts.

3. Upon information and belief, defendant Ferraz Shawmut LLC is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business located in Newburyport, Massachusetts.

4. Upon information and belief, defendant Ferraz Shawmut Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in Newburyport, Massachusetts.

### **JURISDICTION AND VENUE**

5. This action arises under the patent laws of the United States, 35 U.S.C. § 1 *et seq.* This Court has jurisdiction over the subject matter of the claims asserted in this action under 28 U.S.C. §§ 1331 and 1338(a).

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400.

### **FACTUAL BACKGROUND**

7. FLEXcon is in the business of manufacturing and selling pressure-sensitive, adhesive-coated films used in a variety of applications.

8. FLEXcon is the owner by assignment of United States Patent No. 6,459,357 (the '357 patent), which was duly and legally issued by the United States Patent and Trademark Office on October 1, 2002, for an invention entitled "Fuse Indicator Label" (Copy attached as Exhibit A).

9. FLEXcon is the owner by assignment of United States Patent No. 6,809,627 (the '627 patent), which was duly and legally issued by the United States Patent and Trademark Office on October 26, 2004, for an invention entitled "Fuse Indicator Label" (Copy attached as Exhibit B).

10. The '357 and '627 patents grant FLEXcon the exclusive right to make, use, offer for sale, and/or sell fuses and fuse labels incorporating the inventions disclosed therein.

11. Defendants manufacture and sell circuit protection products including industrial fuses. The fuses that Defendants manufacture and sell include general purpose fuses, medium-

voltage fuses, fuse holders, power distribution blocks, semiconductor fuses, and other special purpose fuses.

12. Defendants regularly transact business in the Commonwealth of Massachusetts and in this judicial district by, among other things, the manufacture, offer for sale and sale of indicator fuses that meet the limitations set forth in the claims of the '357 and '627 patents, including without limitation Defendants' brand of indicator fuses known as SmartSpot.

13. Defendants' infringement of the '357 and the '627 patents has been knowingly and willfully committed.

**COUNT ONE - INFRINGEMENT OF THE '357 PATENT**

14. FLEXcon hereby realleges the allegations contained in paragraphs 1 through 13 of the Complaint as though fully set forth herein.

15. This action arises under the United States Patent Laws, title 35, United States Code.

16. The '357 patent was validly issued by the Patent Office and is valid and enforceable.

17. Defendants manufacture, import, use, sell, and/or offer for sale products or services throughout the United States that infringe one or more claims of the '357 patent literally or under the doctrine of equivalents. By their acts, Defendants are also inducing others to infringe the '357 patent and contributing to the infringement by others of the '357 patent.

18. FLEXcon has been irreparably harmed and monetarily damaged by Defendants' infringement of the '357 patent. If Defendants' infringement is not permanently enjoined, FLEXcon will continue to be irreparably harmed and monetarily damaged.

19. Defendants have been and are aware of the '357 patent and Defendants' infringement has been and continues to be in total disregard of FLEXcon's exclusive rights under the '357 patent.

20. Defendants' infringement is deliberate and willful. This is an exceptional case warranting an award of treble damages to FLEXcon under 35 U.S.C. § 284 and an award of its reasonable attorneys' fees and costs for the maintenance of this action under 35 U.S.C. § 285.

**COUNT TWO - INFRINGEMENT OF THE '627 PATENT**

21. FLEXcon hereby realleges the allegations contained in paragraphs 1 through 20 of the Complaint as though fully set forth herein.

22. This action arises under the United States Patent Laws, title 35, United States Code.

23. The '627 patent was validly issued by the Patent Office and is valid and enforceable.

24. Defendants manufacture, import, use, sell, and/or offer for sale products or services throughout the United States that infringe one or more claims of the '627 patent literally or under the doctrine of equivalents. By their acts, Defendants are also inducing others to infringe the '627 patent and contributing to the infringement by others of the '627 patent.

25. FLEXcon has been irreparably harmed and monetarily damaged by Defendants' infringement of the '627 patent. If Defendants' infringement is not permanently enjoined, FLEXcon will continue to be irreparably harmed and monetarily damaged.

26. Defendants have been and are aware of the '627 patent and Defendants' infringement has been and continues to be in total disregard of FLEXcon's exclusive rights under the '627 patent.

27. Defendants' infringement is deliberate and willful. This is an exceptional case warranting an award of treble damages to FLEXcon under 35 U.S.C. § 284 and an award of its reasonable attorneys' fees and costs for the maintenance of this action under 35 U.S.C. § 285.

**PRAYER FOR RELIEF**

**WHEREFORE**, FLEXcon prays that this Court enter judgment as follows:

- A. Judgment that Defendants and those in privity therewith have infringed U.S. Patent Nos. 6,459,357 and 6,809,627;
- B. Judgment that Defendants' infringement of U.S. Patent Nos. 6,459,357 and 6,809,627 was willful;
- C. Award FLEXcon compensatory damages and prejudgment interest thereof for Defendants' acts of infringement of U.S. Patent Nos. 6,459,357 and 6,809,627;
- D. Award treble damages for willful infringement of U.S. Patent Nos. 6,459,357 and 6,809,627;
- E. Permanently enjoin Defendants from further infringement of U.S. Patent Nos. 6,459,357 and 6,809,627;
- F. Judgment that this is an exceptional case under 35 U.S.C. § 285 warranting an award of FLEXcon's attorneys' fees; and
- G. Award FLEXcon its costs, expenses and such other relief as are deemed just and equitable.

**JURY DEMAND**

FLEXcon demands a trial by jury on all matters and issues triable by a jury.

**FLEXCON COMPANY, INC.,**

By its attorneys,

/s/ Joshua M. Dalton

Daniel L. Goldberg (BBO # 197380)

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Dated: August 14, 2009