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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

JAMES N. HATTEN, Clerk
Deputy Clerk

FIELDTURF USA, INC., a Florida
corporation; and FIELDTURF
TARKETT INC., a Canadian company,

Plaintiffs,

v.

SPECIALTY SURFACES
INTERNATIONAL, INC.,
t/a SPRINTURF, a Pennsylvania
corporation,

Defendant.

CIVIL ACTION

NO. 4 06-CV- 224

-HLM

DEMAND FOR JURY

COMPLAINT FOR PATENT INFRINGEMENT

The Plaintiffs, FieldTurf USA, Inc. and FieldTurf Tarkett Inc. (collectively referred to herein as "FieldTurf"), for their complaint against the Defendant Specialty Surfaces International, Inc., t/a Sprinturf (hereinafter referred to as "Sprinturf"), state as follows:

THE PARTIES

1. FieldTurf USA, Inc. is a Florida corporation, with its principal place of business in Dalton, Georgia. FieldTurf USA, Inc. manufactures, sells, and installs synthetic turf products throughout the United States.

2. FieldTurf Tarkett Inc. is a Canadian company with its principal place of business in Montreal, Quebec, Canada. FieldTurf Tarkett Inc. designs synthetic turf products and distributes these products worldwide.

3. FieldTurf Tarkett Inc. is the owner by assignment of all right, title, and interest in U.S. Patent No. 6,551,689, entitled "Synthetic Grass With Resilient Granular Top Surface Layer" issued on April 22, 2003 by the U.S. Patent and Trademark Office ("the '689 patent"). A true and correct copy of the '689 patent is attached hereto as Exhibit A.

4. FieldTurf Tarkett Inc. is the owner by assignment of all right, title, and interest in U.S. Patent No. 6,746,752, entitled "Synthetic Grass With Resilient Granular Top Surface Layer" issued on June 8, 2004 by the U.S. Patent and Trademark Office ("the '752 patent"). A true and correct copy of the '752 patent is attached hereto as Exhibit B.

5. FieldTurf USA, Inc. is the exclusive licensee from FieldTurf Tarkett Inc. under the '689 and '752 patents for the right to sell, offer to sell, and install synthetic turf products in the United States.

6. Sprinturf, on information and belief, is a Pennsylvania corporation having a principle place of business at 1200 Liberty Ridge Drive, Suite 100, Wayne, Pennsylvania 19087. On information and belief, Sprinturf markets, distributes, sells, and/or installs synthetic turf products throughout the United States, including to customers within this judicial district, usually through the submission of bids.

7. On information and belief, Sprinturf conducts commercial activities within Atlanta, Georgia.

8. All of the Counts set forth in this Complaint arise out of Sprinturf's unlawful and infringing installation of a synthetic turf athletic playing field at Montaner Stadium in Puerto Rico.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331 (Federal question), and 28 U.S.C. §1338(a) (arising under the patent laws of the United States, 35 U.S.C. §§101 et seq.). Jurisdiction is also proper pursuant to 28 U.S.C. § 1332, inasmuch as Plaintiffs and Defendant are residents of different states and the amount in controversy exceeds \$75,000, exclusive of interests and costs.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) and (c), since Sprinturf is subject to personal jurisdiction here.

HISTORY OF SYNTHETIC GRASS

11. Synthetic grass surfaces, also known generically as "artificial turf," are widely used on playing fields for a variety of sporting activities, including soccer and football. Synthetic grass surfaces are designed to duplicate and improve upon the properties of natural grass surfaces while providing better durability, reducing the maintenance costs, and allowing for more intensive use of the playing field.

12. The first synthetic grass surfaces were installed in university and professional stadiums in 1966. Since these early installations, it has become clear that some types of synthetic surfaces may result in injuries to players. These surfaces can be so hard that they do not provide enough shock absorbency; over

time the weave of the fibers may cause a player's cleats to lock in the synthetic surface and cause a severe knee or ankle injury; and, abrasiveness of the fibers may cause skin burns. Because of these problems, owners and operators of sports fields have sought safer synthetic grass surfaces. In response, the industry, and more particularly FieldTurf, has focused on developing synthetic surfaces that are more like natural grass in that the blades are longer and are held up by an infill material that includes resilient granules.

FIELDTURF'S SYNTHETIC GRASS

13. After extensive research and development, FieldTurf's predecessor-in-interest began offering a synthetic grass surface in 1993. The current FieldTurf product provides a resilient and forgiving playing surface due to its many innovations, including its ribbon row design and layered sand and rubber infill system ("the FieldTurf product"). Many of these innovations are covered by patents. The artificial blades of grass are attached to a woven backing layer and protrude upward. The blades are typically supported by a layered infill system consisting of, for example, a bottom layer of sand, a middle layer of mixed sand and rubber particles, and a top layer of rubber particles. The sand and rubber used in the infill system are premium materials, including rounded silica sand and cryogenically ground rubber. By using these materials, in these formations, the FieldTurf product is safer than the earlier types of synthetic surfaces, reacts more like natural grass, and is playable even in extremely wet conditions. The FieldTurf product has been very successful in the marketplace. Once players, owners, and others experience playing on the FieldTurf product, they believe that it is superior to other synthetic turf products. Major customers of the FieldTurf product include

National Football League teams, such as the Oakland Raiders, Minnesota Vikings, Cincinnati Bengals, Indianapolis Colts, Seattle Seahawks, Pittsburgh Steelers, and New York Jets, and colleges, such as the University of Washington, University of Nebraska, San Diego State University, to name a few.

14. Two particular FieldTurf patents, the '689 and '752 patents, both generally disclose and claim, among other things, a synthetic grass structure, comprising a pile fabric with a flexible sheet backing and a plurality of upstanding synthetic ribbons extending upwardly from an upper surface of the backing. An infill layer of particulate material is disposed interstitially between the upstanding ribbons upon the upper surface of the backing. The infill comprises a bottom course of intermixed hard and resilient granules disposed upon the top surface of the backing, and, a top course substantially exclusively of resilient granules disposed upon the bottom course.

SPRINTURF INSTALLS INFRINGING FIELD IN PUERTO RICO

15. On information and belief, on or about October of 2006, Sprinturf installed a synthetic turf athletic playing field at Montaner Stadium in Puerto Rico.

16. On information and belief, the synthetic turf field installed at Montaner Stadium consists of a synthetic grass assembly comprising a pile fabric with a flexible sheet backing and a plurality of upstanding synthetic ribbons with an infill material disposed interstitially between the ribbons, wherein the compositional makeup of the infill comprises a bottom course of intermixed hard and resilient granules disposed upon the top surface of the backing, and, a top course substantially exclusively of resilient granules disposed upon the bottom course.

17. On information and belief, Sprinturf was well aware of the existence and claimed subject matter of both the '689 and '752 patents prior to the sale and installation of the synthetic turf field at Montaner Stadium.

COUNT I

(Infringement of U.S. Patent No. 6,551,689)

18. FieldTurf repeats and incorporates by reference the allegations of paragraphs 1 through 17 above as if fully set forth herein.

19. Based at least on the actions set forth herein above, Sprinturf has infringed the '689 patent by selling, installing and making an infringing artificial turf product for the synthetic turf field at Montaner Stadium in Puerto Rico in violation of 35 U.S.C. §271.

20. As a result of Sprinturf's acts of infringement, FieldTurf has sustained and will continue to sustain economic damages. FieldTurf is entitled to recover its damages from Sprinturf pursuant to 35 U.S.C. §284.

21. On information and belief, Sprinturf had actual knowledge of the '689 patent prior to the sale and installation of the synthetic turf field at Montaner Stadium, and elected to willfully and deliberately disregard FieldTurf's patent rights, rendering this case "exceptional," entitling FieldTurf to recover treble damages and attorney's fees pursuant to 35 U.S.C. §§284 and 285.

COUNT II

(Infringement of U.S. Patent No. 6,746,752)

22. FieldTurf repeats and incorporates by reference the allegations of paragraphs 1 through 21 above as if fully set forth herein.

23. Based at least on the actions set forth herein above, Sprinturf has infringed the '752 patent by selling, installing and making an infringing artificial turf product for the synthetic turf field at Montaner Stadium in Puerto Rico in violation of 35 U.S.C. §271.

24. As a result of Sprinturf's acts of infringement, FieldTurf has sustained and will continue to sustain economic damages. FieldTurf is entitled to recover its damages from Sprinturf pursuant to 35 U.S.C. §284.

25. On information and belief, Sprinturf had actual knowledge of the '752 patent prior to the sale and installation of the synthetic turf field at Montaner Stadium, and elected to willfully and deliberately disregard FieldTurf's patent rights, rendering this case "exceptional," entitling FieldTurf to recover treble damages and attorney's fees pursuant to 35 U.S.C. §§284 and 285.

RELIEF REQUESTED

WHEREFORE, the Plaintiffs, FieldTurf, demand a judgment in their favor and against the Defendant Sprinturf, and request that this Court:

A. Order, adjudge and decree that Sprinturf has infringed the '689 and '752 patents;

B. Issue a preliminary and permanent injunction prohibiting Sprinturf and all of its representatives, agents, servants, employees, related companies, successors and assigns, and all others in privity or acting in concert with it, from infringing any claims of the '689 and '752 patents, including, but not limited to, further infringement by offering to sell, selling, installing, manufacturing and/or directing the manufacture and/or installation of any synthetic turf product that infringes any claims of the '689 and '752 patents;

C. Award damages for infringement of the '689 and '752 patents, including, but not limited to, FieldTurf's lost profits as a result of Sprinturf's infringement;

D. Award costs for suit; and,

E. Provide any further relief as this Court may deem equitable and proper, including but not limited to trebling of damages and payment of FieldTurf's attorneys' fees as a result of Sprinturf's willful conduct.

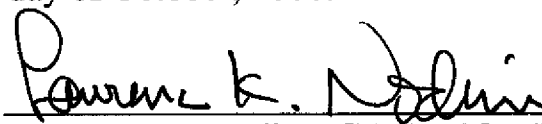
JURY DEMAND

FieldTurf demands trial by jury of all issues triable to a jury.

LOCAL RULE 7.1D CERTIFICATION

Undersigned counsel hereby certifies that this brief has been prepared in Times New Roman 14 pt., which is one of the font and point selections approved by the Court under Local Rule 5.1B.

Respectfully submitted this 19th day of October, 2006.



Lawrence K. Nodine, GA Bar No. 545250

lnodine@needlerosenberg.com

William H. Needle, GA Bar No. 536400

Jeffrey H. Brickman, GA Bar No. 080432

Thad C. Kodish, GA Bar No. 427603

Robin L. Gentry, GA Bar No. 289899

NEEDLE & ROSENBERG, P.C.

999 Peachtree Street, Suite 1000

Atlanta, Georgia 30309-3915

Telephone: (678) 420-9300

Facsimile: (678) 420-9301

Jody L. Factor

jfactor@factor-lake.com

Nicholas S. Lee

nlee@factor-lake.com

FACTORES & LAKE, LTD.

1327 W. Washington Blvd., Suite 5G/H

Chicago, Illinois 60607

Telephone: (312) 226-1818

Facsimile: (312) 226-1919

Attorneys for Plaintiffs