



3. Upon information and belief, Arctic Cat is a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 601 Brooks Avenue South, Thief River Falls, Minnesota 56701. Upon information and belief Arctic Cat designs, engineers, and manufactures snowmobiles under the Arctic Cat brand name, and markets its snowmobiles through a network of dealers in the United States, including dealers located in this judicial district, as well as Canada and other international markets.

4. Upon information and belief, Arctic Cat Sales is a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 600 Brooks Avenue South, Thief River Falls, Minnesota 56701. Upon information and belief, Arctic Cat Sales is a wholly-owned subsidiary of Arctic Cat. Upon information and belief, Arctic Cat Sales, acting as Arctic Cat's marketing agent, markets the Arctic Cat snowmobiles by offering for sale, selling and distributing the Arctic Cat snowmobiles to dealers in the United States for resale to and use by members of the public, including residents in this judicial district.

5. Upon information and belief, RRC is a corporation organized and existing under the laws of the State of Illinois and having a principal place of business at 1306 E Rand Rd, Arlington Heights, IL 60004. RRC is an authorized Arctic Cat dealer which offers for sale and sells snowmobiles manufactured by Arctic Cat.

**JURISDICTION AND VENUE**

6. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331(federal question), 1332(a)(1) (diversity of citizenship), and 1338(a) (Act of Congress relating to patents).

7. Arctic Cat is subject to personal jurisdiction in this judicial district because it has committed, and is continuing to commit, substantial acts of infringement in this judicial district by marketing, promoting, offering for sale, selling, and distributing through its sales arm, Arctic Cat Sales, snowmobiles to dealers in this judicial district for resale to and use by residents of this judicial district, which snowmobiles infringe patents owned by BRP Inc. as hereinafter more fully set forth. As more fully set out below, Arctic Cat is further subject to personal jurisdiction in this judicial district because it actively induces others in this judicial district to use, offer to sell, and sell snowmobiles that infringe BRP Inc.'s patents.

8. Arctic Cat Sales is subject to personal jurisdiction in this judicial district because it has committed, and is continuing to commit, substantial acts of infringement in this judicial district by using, marketing, offering to sell, selling, and distributing snowmobiles to dealers in this judicial district for resale to and use by residents of this judicial district which infringe patents owned by BRP Inc. as hereinafter more fully set forth.

9. RRC is subject to personal jurisdiction in this judicial district because (a) it has committed, and is continuing to commit, substantial acts of infringement in this judicial district by offering for sale and selling snowmobiles to residents of this judicial district which infringe patents owned by BRP Inc. as hereinafter more fully set forth ; and (b) it is a citizen of the State of Illinois and resides in this judicial district.

10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

**COUNT I**

**INFRINGEMENT OF U.S. PATENT NO. 7,124,847**

11. On October 24, 2006, United States Patent No. 7,124,847, entitled “Frame Construction For A Vehicle” (“the ‘847 patent”) was duly and legally issued by the United States Patent And Trademark Office. A true and correct copy of the ‘847 patent is attached hereto as Exhibit A.

12. BRP Inc. is the lawful owner of all right, title, and interest in and to the ‘847 patent.

13. BRP US has the exclusive right and license under the ‘847 patent to import snowmobiles into the United States, and to use, offer for sale and sell snowmobiles in the United States.

14. Upon information and belief, Arctic Cat has infringed one or more claims of the ‘847 patent in violation of 35 U.S.C. §271(a) by making, using, marketing, offering for sale, and selling snowmobiles, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, in the United States without authority or license from BRP.

15. Upon information and belief, Arctic Cat Sales has infringed one or more claims of the ‘847 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, marketing, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

16. Upon information and belief, RRC has infringed one or more claims of the '847 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

17. Upon information and belief, Arctic Cat and Arctic Cat Sales have individually and collectively actively induced infringement of the '847 Patent in this judicial district and elsewhere in the United States by designing, manufacture, marketing, offering for sale, and selling snowmobiles to dealers for resale to the public knowing that the dealers' offer for sale and sale of the snowmobiles to the public, and the public's use of the snowmobiles, constitute patent infringement, or have acted with willful blindness to the infringement.

18. Upon information and belief, Arctic Cat and Arctic Cat Sales have carried out the aforesaid acts with actual and constructive knowledge of the existence of the '847 Patent and that their snowmobiles infringe the patent, or have acted with willful blindness.

19. Upon information and belief, Arctic Cat and Arctic Cat Sales have actively engaged in at least the following additional acts in this judicial district and elsewhere in the United States to induce infringement of the '847 Patent:

- a. Actively promoting and advertising the infringing snowmobiles through interactive websites, such as "<http://www.arcticcat.com>," "<http://www.arcticcat.com/dealers>," and "[http://www.arcticcat.com/dealers/?loc=route 12 rental](http://www.arcticcat.com/dealers/?loc=route+12+rental)," which Arctic Cat maintains in this judicial district;
- b. Actively providing product literature, including instructions for use, and product warranties, relating to the infringing snowmobiles; and

c. Repairing or replacing defective infringing snowmobiles.

20. Arctic Cat and Arctic Cat Sales have had actual knowledge of the '847 Patent through the filing of the current lawsuit, but have continued the infringing activities despite such knowledge.

21. Upon information and belief, Arctic Cat's and Arctic Cat Sales' infringements of the '847 patent have been in willful disregard of BRP's patent rights, making this an exceptional case, and entitling BRP to enhanced damages pursuant to 35 U.S.C. § 284, and to recovery of their attorney fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

22. The aforesaid infringing activity has caused damage to BRP, including loss of profits from sales they would have made but for Defendants' infringements. Unless enjoined, the aforesaid infringing activity will continue, causing irreparable injury to BRP for which there is no adequate remedy at law.

## **COUNT II**

### **INFRINGEMENT OF U.S. PATENT NO. 7,124,848**

23. On October 24, 2006, United States Patent No. 7,124,848, entitled "Frame Construction For A Vehicle" ("the '848 Patent") was duly and legally issued by the United States Patent And Trademark Office. A true and correct copy of the '848 patent is attached hereto as Exhibit B.

24. BRP Inc. is the lawful owner of all right, title, and interest in and to the '848 patent.

25. BRP US has the exclusive right and license under the '848 patent to import snowmobiles into the United States, and to use, offer for sale and sell snowmobiles in the United States.

26. Upon information and belief, Arctic Cat has infringed one or more claims of the '848 patent in violation of 35 U.S.C. §271(a) by making, using, marketing, offering for sale, and selling snowmobiles, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, in the United States without authority or license from BRP.

27. Upon information and belief, Arctic Cat Sales has infringed one or more claims of the '848 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, marketing, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

28. Upon information and belief, RRC has infringed one or more claims of the '848 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

29. Upon information and belief, Arctic Cat and Arctic Cat Sales have individually and collectively actively induced infringement of the '848 Patent in this judicial district and elsewhere in the United States by designing, manufacture, marketing, offering for sale, and selling snowmobiles to dealers for resale to the public knowing that the dealers' offer for sale and sale of the snowmobiles to the public, and the public's use of the snowmobiles, constitute patent infringement, or have acted with willful blindness to the infringement.

30. Upon information and belief, Arctic Cat and Arctic Cat Sales have carried out the aforesaid acts with actual and constructive knowledge of the existence of the '848 Patent and that their snowmobiles infringe the patent, or have acted with willful blindness.

31. Upon information and belief, Arctic Cat and Arctic Cat Sales have actively engaged in at least the following additional acts in this judicial district and elsewhere in the United States to induce infringement of the '848 Patent:

- a. Actively promoting and advertising the infringing snowmobiles through interactive websites, such as "http://www.arcticcat.com," "http://www.arcticcat.com/dealers," and "http://www.arcticcat.com/dealers/?loc=route 12 rental," which Arctic Cat maintains in this judicial district;
- b. Actively providing product literature, including instructions for use, and product warranties, relating to the infringing snowmobiles; and
- c. Repairing or replacing defective infringing snowmobiles.

32. Arctic Cat and Arctic Cat Sales have had actual knowledge of the '848 Patent through the filing of the current lawsuit, but have continued the infringing activities despite such knowledge.

33. Upon information and belief, Arctic Cat's and Arctic Cat Sales' infringements of the '848 patent have been in willful disregard of BRP's patent rights, making this an exceptional case, and entitling BRP to enhanced damages pursuant to 35 U.S.C. § 284, and to recovery of their attorney fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

34. The aforesaid infringing activity has caused damage to BRP, including loss of profits from sales they would have made but for Defendants' infringements. Unless enjoined,



the aforesaid infringing activity will continue, causing irreparable injury to BRP for which there is no adequate remedy at law.

**COUNT III**

**INFRINGEMENT OF U.S. PATENT NO. 7,377,348**

35. On May 27, 2008, United States Patent No. 7,377,348, entitled “Frame Construction For A Vehicle” (“the ‘348 Patent”) was duly and legally issued by the United States Patent And Trademark Office. A true and correct copy of the ‘348 patent is attached hereto as Exhibit C.

36. BRP Inc. is the lawful owner of all right, title, and interest in and to the ‘348 patent.

37. BRP US has the exclusive right and license under the ‘348 patent to import snowmobiles into the United States, and to use, offer for sale and sell snowmobiles in the United States.

38. Upon information and belief, Arctic Cat has infringed one or more claims of the ‘348 patent in violation of 35 U.S.C. §271(a) by making, using, marketing, offering for sale, and selling snowmobiles, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, in the United States without authority or license from BRP.

39. Upon information and belief, Arctic Cat Sales has infringed one or more claims of the ‘348 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, marketing, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series,

M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

40. Upon information and belief, RRC has infringed one or more claims of the '348 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F800 Series, F1100 Series, XF 800 Series, XF 1100 Series, M800 Series, M1100 Series, Sno-Pro 600 Series and AC Sno Pro 500 series, without authority or license from BRP.

41. Upon information and belief, Arctic Cat and Arctic Cat Sales have individually and collectively actively induced infringement of the '348 Patent in this judicial district and elsewhere in the United States by designing, manufacture, marketing, offering for sale, and selling snowmobiles to dealers for resale to the public knowing that the dealers' offer for sale and sale of the snowmobiles to the public, and the public's use of the snowmobiles, constitute patent infringement, or have acted with willful blindness to the infringement.

42. Upon information and belief, Arctic Cat and Arctic Cat Sales have carried out the aforesaid acts with actual and constructive knowledge of the existence of the '348 Patent and that their snowmobiles infringe the patent, or have acted with willful blindness.

43. Upon information and belief, Arctic Cat and Arctic Cat Sales have actively engaged in at least the following additional acts in this judicial district and elsewhere in the United States to induce infringement of the '348 Patent:

- a. Actively promoting and advertising the infringing snowmobiles through interactive websites, such as "http://www.arcticcat.com," "http://www.arcticcat.com/dealers," and "http://www.arcticcat.com/dealers/?loc=route 12 rental," which Arctic Cat maintains in this judicial district;

- b. Actively providing product literature, including instructions for use, and product warranties, relating to the infringing snowmobiles; and
- c. Repairing or replacing defective infringing snowmobiles.

44. Arctic Cat and Arctic Cat Sales have had actual knowledge of the '348 Patent through the filing of the current lawsuit, but have continued the infringing activities despite such knowledge.

45. Upon information and belief, Arctic Cat's and Arctic Cat Sales' infringements of the '348 patent have been in willful disregard of BRP's patent rights, making this an exceptional case, and entitling BRP to enhanced damages pursuant to 35 U.S.C. § 284, and to recovery of their attorney fees and costs incurred in prosecuting this action pursuant to 35 U.S.C. § 285.

46. The aforesaid infringing activity has caused damage to BRP, including loss of profits from sales they would have made but for Defendants' infringements. Unless enjoined, the aforesaid infringing activity will continue, causing irreparable injury to BRP for which there is no adequate remedy at law.

#### **COUNT IV**

#### **INFRINGEMENT OF U.S. PATENT NO. 7,213,669**

47. On May 8, 2007, United States Patent No. 7,213,669, entitled "Snowmobile Rider Positioning" ("the '669 Patent") was duly and legally issued by the United States Patent And Trademark Office. A true and correct copy of the '669 patent is attached hereto as Exhibit D.

48. BRP Inc. is the lawful owner by assignment of all right, title, and interest in and to the '669 patent.

49. BRP US has an exclusive license under the '669 patent to import snowmobiles into the United States, and to use, offer for sale, and sell snowmobiles in the United States.

50. Upon information and belief, Arctic Cat has infringed one or more claims of the '669 patent in violation of 35 U.S.C. §271(a) by making, using, marketing, offering for sale, and selling snowmobiles, including but not limited to the 2012 model year F 800 Sno Pro, in the United States without authority or license from BRP.

51. Upon information and belief, Arctic Cat Sales has infringed one or more claims of the '669 patent in violation of 35 U.S.C. §271(a) by using, offering for sale, marketing, and selling snowmobiles in the United States made by Arctic Cat, including but not limited to the 2012 model year F 800 Sno Pro, without authority or license from BRP.

52. Upon information and belief, RRC has infringed one or more claims of the '669 patent in violation of 35 U.S.C. §271(a) by using, offering for sale and selling snowmobiles in the United States made by Arctic Cat, including, but not limited to, the 2012 model year F 800 Sno Pro, without authority or license from BRP.

53. Upon information and belief, Arctic Cat and Arctic Cat Sales have individually and collectively actively induced infringement of the '669 Patent in this judicial district and elsewhere in the United States by designing, manufacture, marketing, offering for sale, and selling snowmobiles to dealers for resale to the public knowing that the dealers' offer for sale and sale of the snowmobiles to the public, and the public's use of the snowmobiles, constitute patent infringement, or have acted with willful blindness to the infringement.

54. Upon information and belief, Arctic Cat and Arctic Cat Sales have carried out the aforesaid acts with actual and constructive knowledge of the existence of the '669 Patent and that their snowmobiles infringe the patent, or have acted with willful blindness.

55. Upon information and belief, Arctic Cat and Arctic Cat Sales have actively engaged in at least the following additional acts in this judicial district and elsewhere in the United States to induce infringement of the '669 Patent:

- a. Actively promoting and advertising the infringing snowmobiles through interactive websites, such as “<http://www.arcticcat.com>,” “<http://www.arcticcat.com/dealers>,” and “[http://www.arcticcat.com/dealers/?loc=route 12 rental](http://www.arcticcat.com/dealers/?loc=route+12+rental),” which Arctic Cat maintains in this judicial district;
- b. Actively providing product literature, including instructions for use, and product warranties, relating to the infringing snowmobiles; and
- c. Repairing or replacing defective infringing snowmobiles.

56. Arctic Cat and Arctic Cat Sales have had actual knowledge of the '669 Patent through the filing of the current lawsuit, but have continued the infringing activities despite such knowledge.

57. Upon information and belief, Arctic Cat's and Arctic Cat Sales' infringements of the '669 patent have been in willful disregard of BRP's patent rights, making this an exceptional case and entitling BRP to enhanced damages pursuant to 35 U.S.C. § 284, and to recovery of their attorney fees and costs incurred prosecuting this action pursuant to 35 U.S.C. § 285.

58. The aforesaid infringing activity has caused damage to BRP, including loss of profits from sales they would have made but for Defendants' infringements. Unless enjoined, the aforesaid infringing activity will continue, causing irreparable injury to BRP for which there is no adequate remedy at law.

**JURY DEMAND**

59. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, BRP demands a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, BRP respectfully prays for relief as follows:

A. A judgment that Arctic Cat, Arctic Cat Sales, and RRC have infringed one or more claims of each of the '847, '848, '348 and '669 patents in violation of 35 U.S.C. § 271(a);

B. A judgment that Arctic Cat, Arctic Cat Sales, and RRC have infringed one or more claims of each of the '847, '848, '348 and '669 patents in violation of 35 U.S.C. § 271(b);

C. A judgment permanently enjoining Arctic Cat, Arctic Cat Sales, and RRC, their respective officers, directors, employees, attorneys, agents, representatives, parents, subsidiaries, affiliates and all other persons acting in concert, participation or privity with them, and their successors and assigns, from infringing the '847, '848, '348 and '669 patents;

D. A judgment awarding BRP all damages adequate to compensate for Arctic Cat's, Arctic Cat Sales', and RRC's infringements, and in no event less than a reasonable royalty, including pre-judgment interest and post-judgment interest at the maximum rates allowed by law;

E. A judgment that Arctic Cat's acts of infringement have been willful and deliberate, and therefore, that BRP is entitled to treble damages as provided by 35 U.S.C. § 284;

F. A judgment that Arctic Cat's and Arctic Cat Sales' willful infringements render this an exceptional case entitling BRP to an award of reasonable attorney fees and the costs incurred in prosecuting this action, together with interest, pursuant to 35 U.S.C. § 285; and

G. A judgment awarding BRP such other and further relief as the Court may deem just and proper.

Date: March 1, 2012

Respectfully submitted,

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