

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

Cequent Performance Products, Inc.,	)	Case No. 1:12-cv-00253-DAP
	)	
Plaintiff,	)	Judge Polster
	)	
vs.	)	
	)	
Pacific Rim International, LLC,	)	<b><u>Amended Complaint</u></b>
	)	
and	)	
	)	Jury Trial Demanded
Curt Manufacturing, LLC,	)	
	)	
Defendants.	)	

For its amended complaint against defendants Pacific Rim International, LLC (“Pacific Rim”) and Curt Manufacturing, LLC (“Curt”), plaintiff Cequent Performance Products, Inc. (“Cequent”) states:

**Summary Of Case**

1. Through hard work and ingenuity, Cequent has established itself as an innovator in the trailer hitch market and elsewhere.

2. Over the years, the U.S. Patent & Trademark Office has issued a number of patents covering Cequent hitches, couplers, and other devices, recognizing the unique engineering solutions developed by Cequent’s people.

3. In contrast to Cequent, its competitor Pacific Rim avoids the hard work and cost of engineering original products by copying the work of others.

4. As a market leader, Cequent is often the target of Pacific Rim’s copying. As such, this is not the first time Cequent has had to ask this Court to

stop Pacific Rim's infringement of a Cequent patent. *See Cequent Performance Products, Inc. v. Pacific Rim International, LLC*, N.D. Ohio, Case No. Case No. 1:09-CV-02757.

5. Now Pacific Rim has copied patented Cequent couplers, which Pacific Rim is importing and selling throughout the United States. Cequent's patented couplers provide a useful and novel way to attach a trailer or other towed vehicle to the hitch ball of a towing vehicle. By doing so, Pacific Rim is willfully infringing Cequent's U.S. Patent No. 8,083,250 ("the '250 patent"), a true copy of which is attached as **Exhibit 1**.

6. Cequent has discovered that another competitor, Curt, also is selling couplers that infringe the '250 patent.

7. Cequent seeks damages and an end to Pacific Rim's and Curt's infringement.

### **The Parties**

8. Cequent is a Delaware corporation, having its principal place of business at 47774 Anchor Court West, Plymouth, Michigan 48170, that conducts business in this judicial district.

9. Pacific Rim is an Oregon limited liability company, having its principal place of business at 14695 NW Vance Drive, Portland, Oregon 97229, and conducting business in this judicial district.

10. Upon information and belief, Curt is a Delaware limited liability company, having a principal place of business in Wisconsin, and conducting business in this judicial district.

**Jurisdiction and Venue**

11. This Court has subject matter jurisdiction over Cequent's patent infringement claims under 28 U.S.C. § 1331 and § 1338 because they arise under federal law.

12. This Court has specific personal jurisdiction over Pacific Rim and Curt because, among other things, each is offering to sell products that directly and indirectly infringe the '250 patent in Ohio through online retailers and, upon information and belief, each have sold products that directly and indirectly infringe the '250 patent in Ohio.

13. This Court also has general personal jurisdiction over Pacific Rim and Curt at least because, upon information and belief, each has regularly solicited business in Ohio, each engages in a persistent course of conducting business in Ohio, and each derives substantial revenue from goods sold in Ohio.

14. Venue is proper under 28 U.S.C. § 1391 and § 1400 because Pacific Rim and Curt are subject to personal jurisdiction in this district under Ohio law and therefore each "resides" in the Northern District of Ohio according to federal law.

**Relevant Facts**

15. Since around 1950, Cequent and its predecessors have continually designed, produced, manufactured, and marketed a wide array of towing and trailer hitch products and accessories for trailer equipment manufacturers, wholesaler-distributors, and retail markets, including a series of couplers.

16. On December 27, 2011, the ‘250 patent entitled “Coupler for Towed Vehicles” issued.

17. Cequent has owned the ‘250 patent since it issued and still owns it today.

18. Pacific Rim manufactures, offers for sale, sells, uses, or imports couplers in the United States that directly infringe, and that contribute to and induce infringement of, the ‘250 patent. The infringing products include, but are not necessarily limited to, Pacific Rim’s “A-Frame Coupler,” which comes in a 7,000 pound style (part no. CA-5190-B) and a 12,500 pound style (part no. CA-5290-B). A true photo of the 7,000 pound style is attached as **Exhibit 2**, and a true photo of the 12,500 pound style is attached as **Exhibit 3**.

19. Curt offers to sell, sells, and (upon information and belief) manufactures, uses, and imports couplers in the United States that directly infringe, and that contribute to and induce infringement of, the ‘250 patent. Curt’s infringing products include, but are not necessarily limited to, the “CURT Sleeve-Lock A-Frame Coupler #25217” and the “CURT Sleeve-Lock A-Frame Coupler

#25227.” Descriptions of each product from Curt’s online catalog are attached as **Exhibits 4 and 5**, respectively.

20. Cequent has not licensed or otherwise granted Pacific Rim or Curt any rights under the ‘250 patent.

21. Among its various means of sale, Pacific Rim and Curt have been selling their infringing products through online merchants websites, including, but not limited to, [www.trailerpartsandhitches.com](http://www.trailerpartsandhitches.com), [www.drawtite-hitches.com](http://www.drawtite-hitches.com), [www.textrail.com](http://www.textrail.com), [www.neuratrailerparts.com](http://www.neuratrailerparts.com), and [www.sportsmansguide.com](http://www.sportsmansguide.com). Customers in Ohio and other states can use those websites to place online orders for the infringing products, which the online merchants will ship to any address in the United States.

22. A true copy of a webpage from [www.trailerpartsandhitches.com](http://www.trailerpartsandhitches.com), which offers to sell an infringing Pacific Rim A-Frame Coupler is attached as **Exhibit 6**.

23. A true copy of a webpage from [www.sportsmansguide.com](http://www.sportsmansguide.com), which offers to sell an infringing Curt A-Frame Coupler is attached as **Exhibit 7**.

**Count One**

*Patent Infringement Under The Patent Act, 35 U.S.C. § 271*

24. Cequent incorporates by reference all allegations in all preceding paragraphs of this complaint as if fully rewritten herein.

25. Pacific Rim and Curt have directly infringed, and continue to directly infringe, one or more claims of the ‘250 patent by making, using, importing,

offering for sale, or selling couplers in the United States that are covered by the '250 patent.

26. Pacific Rim and Curt have actively induced infringement under 35 U.S.C. § 271(b) because each knew, or should have known, that making, using, importing, offering for sale, and selling the infringing couplers, or other material parts of the infringing couplers, would induce others, especially the end users of its coupler products, to actually infringe the '250 patent.

27. Pacific Rim and Curt have contributed to infringement under 35 U.S.C. § 271(c) by importing, offering for sale, and selling couplers or other material parts of the patented device, none of which are staple articles or commodities of commerce suitable for substantial non-infringing use, with knowledge that the parts are especially made or especially adapted for use in an infringement of the '250 patent.

28. Pacific Rim's and Curt's infringement of the '250 patent was, and continues to be, willful and deliberate and, upon information and belief, Pacific Rim and Curt will each continue its infringing activities unless restrained by this Court.

29. Upon information and belief, Pacific Rim's and Curt's infringement of the '250 patent is exceptional under 35 U.S.C. § 285.

30. Upon information and belief, Pacific Rim's and Curt's activities were done with an intent to, and in fact did allow Pacific Rim and Curt to, derive benefit from use of Cequent's '250 patent.

31. Pacific Rim and Curt have profited, and will continue to profit, by their infringing activities.

32. Cequent has been damaged by Pacific Rim's and Curt's infringing activities, and it will continue to be irreparably injured unless the infringing activities are enjoined by this Court.

**Prayer for Relief**

**WHEREFORE**, Cequent prays for judgment against Pacific Rim and Curt as follows:

- (A) A finding that Pacific Rim and Curt have each directly infringed one or more claims of the '250 patent under 35 U.S.C. § 271(a).
- (B) A finding that Pacific Rim and Curt have each actively induced infringement of one or more claims of the '250 patent under 35 U.S.C. § 271(b).
- (C) A finding that Pacific Rim and Curt have each contributed to the infringement of one or more claims of the '250 patent under 35 U.S.C. § 271(c).
- (D) Preliminary and permanent injunctive relief enjoining Pacific Rim and Curt, and each of their officers, directors, managers, employees, affiliates, agents, representatives, parents, subsidiaries, successors, assigns, those in privity with them, and all others aiding, abetting, or acting in concert or active participation therewith, from (1) making, using, selling, offering to sell, or importing into the U.S. any coupler covered by the '250 patent, including Pacific Rim product nos. CA-5190-B and CA-5290-B, and Curt product nos. 25217 and 25227; and (2) otherwise directly or indirectly infringing the '250 patent.
- (E) Compensatory damages under 35 U.S.C. § 284.
- (F) Treble damages under 35 U.S.C. § 284.

- (G) An order that Pacific Rim and Curt account to Cequent for all sales, revenues, and profits derived from their infringing activities and that three times those profits be disgorged and paid to Cequent under 35 U.S.C. § 284.
- (H) Attorneys' fees under 35 U.S.C. § 285.
- (I) Pre-judgment and post-judgment interest.
- (J) Costs of the action.
- (K) Such other and further relief as allowed at law or in equity that the Court deems to be appropriate.

Dated: March 12, 2012

s/ David B. Cupar  
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**Jury Demand**

Plaintiff Cequent Performance Products, Inc. demands a jury trial for all issues so triable.

s/ David B. Cupar  
*Counsel for*  
*Cequent Performance Products, Inc.*

**Certificate of Service**

I hereby certify that on March 12, 2012, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served along with service of the summons under Rule 4, if and when that occurs. Otherwise, parties may access this filing through the Court's system.

s/ David B. Cupar  
*Counsel for*  
*Cequent Performance Products, Inc.*