

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

WARRIOR SPORTS, INC.,  
a Michigan corporation,

Case No.

Plaintiff,

Hon.

v.

UNDER ARMOUR, INC.,  
a Maryland corporation,

**COMPLAINT AND**  
**DEMAND FOR JURY TRIAL**

Defendant.

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*Attorneys for Plaintiff Warrior Sports, Inc.*

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Plaintiff Warrior Sports, Inc. states its Complaint against Defendant Under Armour, Inc.

as follows:

**The Parties**

1. Plaintiff Warrior Sports, Inc. (“Warrior”) is a Michigan corporation having its principal place of business in Warren, Michigan. Warrior is a sports equipment manufacturer that manufactures and sells, among other things, protective sports gloves.

2. Upon information and belief, Defendant Under Armour, Inc. (“Under Armour”) is a Maryland corporation, with a principal place of business at 1020 Hull Street, 3<sup>rd</sup> Floor, Baltimore, Maryland 21230. Under Armour is also a sports equipment manufacturer who manufactures and sells, among other things, protective sports gloves.

**Jurisdiction and Venue**

3. This is an action for patent infringement under the Patent Act, 35 U.S.C. § 101 *et seq.*

4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a), as this action arises under the patent laws of the United States.

5. Upon information and belief, Under Armour makes, sells, and offers for sale protective sports gloves throughout the United States and has systematic and continuous dealings within this District.

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

**Allegations and Claim for Relief**

7. For many years, Warrior has continuously engaged in the development, manufacture, and sale of a wide variety of athletic products. As a result, Warrior quickly bypassed other manufacturers and has become one of the premiere sources of sports equipment. The athletic products at issue in this litigation are protective sports gloves.

8. Warrior has taken steps over the years to protect its innovative sports equipment, including protective sports gloves. In particular, Warrior is and has been the sole owner by assignment of all right, title, and interest to both of the United States Patents identified below (collectively referred to as the “Warrior Patents”):

- a. United States Patent No. 7,636,951 (“the ‘951 Patent”), titled “Protective Sports Glove with Floating Cuff Portion,” issued December 29, 2009.

(Exhibit 1.)

- b. United States Patent No. 7,900,275 (“the ‘275 Patent”), titled “Protective Sports Glove with Floating Cuff Portion,” issued March 8, 2011.

(Exhibit 2.)

9. Warrior is entitled to sue for past, present, and future infringement of each of the Warrior Patents.

10. Under Armour is in the business of manufacturing or having manufactured, offering to sell, selling or importing into the United States protective sports gloves, in competition with major manufacturers, including Warrior.

11. Under Armour has, without authority or license from Warrior, made, used, offered to sell, sold or imported into the United States protective sports gloves that infringe the Warrior Patents. The infringing protective sports gloves include, but are not limited to, the Under Armour Player glove.

**COUNT I - Infringement of the ‘951 Patent by Under Armour**

12. Warrior incorporates by reference all preceding paragraphs.

13. Under Armour has been and still is making, using, offering to sell, selling or importing into the United States protective sports gloves, including, but not limited to, the Player glove, which infringe the ‘951 Patent in violation of 35 U.S.C. § 271(a).

14. Under Armour has been and still is actively inducing others to infringe the ‘951 Patent in violation of 35 U.S.C. § 271(b).

15. Under Armour's continued infringement of the '951 Patent has damaged and will continue to damage Warrior.

16. By reason of Under Armour's infringement of the '951 Patent, Warrior has been irreparably harmed, and unless and until Under Armour is enjoined by this Court, Warrior will continue to suffer irreparable damage and injury for which it has no adequate remedy at law.

**COUNT II - Infringement of the '275 Patent by Under Armour**

17. Warrior incorporates by reference all preceding paragraphs.

18. Under Armour has been and still is making, using, offering to sell, selling or importing into the United States protective sports gloves, including, but not limited to, the Player glove, which infringe the '275 Patent in violation of 35 U.S.C. § 271(a).

19. Under Armour has been and still is actively inducing others to infringe the '275 Patent in violation of 35 U.S.C. § 271(b).

20. Under Armour's continued infringement of the '275 Patent has damaged and will continue to damage Warrior.

21. By reason of Under Armour's infringement of the '275 Patent, Warrior has been irreparably harmed, and unless and until Under Armour is enjoined by this Court, Warrior will continue to suffer irreparable damage and injury for which it has no adequate remedy at law.

**WHEREFORE**, Warrior respectfully requests the following relief:

A. Judgment that Under Armour has infringed and actively induced others to infringe the Warrior Patents;

B. A permanent injunction enjoining Under Armour, its officers, employees, agents, and all others acting in concert with it or participating with it from further infringement and/or inducement of infringement of the Warrior Patents;

- C. An award of damages adequate to compensate Warrior for Under Armour's infringement, but in no event less than a reasonable royalty under 35 U.S.C. § 284;
- D. Enter an order trebling all damages awarded to Warrior by reason of Under Armour's willful infringement of the Warrior Patents, pursuant to 35 U.S.C. § 284;
- E. Enter an order awarding Warrior interest on the damages awarded and its costs pursuant to 35 U.S.C. § 284; and
- F. Award such other relief as the Court may deem appropriate and just under the circumstances.

**DEMAND FOR JURY TRIAL**

Warrior demands a trial by jury.

Respectfully submitted,

Dated: September 5, 2012

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GR#8561196-1