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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

MRC INNOVATIONS, INC.

Plaintiff,

v.

HUNTER MFG., LLP, et al.

Defendants.

Civil Action No.: 1:12-cv-00684

JUDGE PATRICIA A. GAUGHAN

**SECOND AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT WITH  
DEMAND FOR JURY**

Plaintiff MRC Innovations, Inc., for its Second Amended Complaint against Defendants Hunter MFG., LLP and CDI International, Inc., by and through its attorneys, states and alleges as follows:

**I. Parties**

1. MRC Innovations, Inc. (hereinafter "MRC") is an Ohio corporation, and has a principal place of business at 3965 Marble Ridge Lane Mason, Ohio 45040.
2. MRC is the owner, by written assignment, of all right, title and interest in and to U.S. Design Patent No. D634,488 (hereinafter "the '488 Patent"), entitled "Football Jersey for a Dog", which issued on March 15, 2011 to Mark Cohen based on an application filed on September 8, 2010. A true and accurate copy of the '488 Patent is attached hereto as Exhibit A.

- 1 3. MRC is the owner, by written assignment, of all right, title and interest in and to U.S.  
2 Design Patent No. D634,487 (hereinafter "the '487 Patent"), entitled "Baseball Jersey for  
3 a Dog", which issued on March 15, 2011 to Mark Cohen based on an application filed on  
4 September 8, 2010. A true and accurate copy of the '487 Patent is attached hereto as  
5 Exhibit B.  
6
- 7 4. Upon information and belief, Hunter MFG., LLP (hereinafter "Hunter") is a Delaware  
8 limited liability partnership, and has a principal place of business 201 West Loudon  
9 Avenue Lexington, Kentucky 40508.  
10
- 11 5. Upon information and belief, CDI International, Inc. (hereinafter "CDI") is a  
12 Pennsylvania corporation, and has a principal place of business at 525 South 4th St.  
13 Philadelphia, Pennsylvania 19147. Further, upon information and belief, CDI has a  
14 distribution facility at 851 Second Street, Perrysburg, Ohio 43551.  
15

## 16 II. Jurisdiction and Venue

- 17
- 18 6. This is an action for patent infringement under the patent laws of the United States and,  
19 more particularly, Title 35 of the United States Code.  
20
- 21 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question  
22 jurisdiction) and 28 U.S.C. § 1338(a) (jurisdiction over patent actions).  
23
- 24 8. This Court has personal jurisdiction over Defendants because Defendants have  
25 conducted, and do conduct, business within the State of Ohio and the Northern District of  
26 Ohio. Defendants, either directly or through distributors and/or retailers or others, ship,  
27 distribute, offer for sale, sell, and advertise their products in the United States, the State  
28 of Ohio, and within this judicial district. On information and belief, Defendants have  
29 imported into the United States and have offered to sell and sell pet apparel, and  
30 particularly football jerseys and baseball jerseys for dogs, either directly or through third  
31 party retailers located within the State of Ohio and the Northern District of Ohio, that  
32 respectively infringe the '488 Patent and '487 Patent with the expectation that these pet  
33 football and baseball jerseys will be purchased by consumers in the Northern District of  
34 Ohio.  
35

- 1 9. Venue is proper before this Court under 28 U.S.C. §1391(b)(2) and (c) and §1400(b) in  
2 that a substantial part of the events giving rise to the claims occurred in this district and  
3 the Defendants have a regular and established practice of business in this district and  
4 have committed acts of infringement in this district.  
5

6 **III. Factual Allegations and Background**  
7

- 8 10. MRC incorporates herein the allegations set forth in Paragraphs 1 through 9 above.  
9 11. MRC has built a foundation of solution finding techniques and serves its customers  
10 through global resources. As part of its service, MRC provides innovative designs to  
11 retailers, distributors and/or dealers for various consumer products which allow its  
12 customers to meet the challenges in their respective marketplace. MRC has taken steps  
13 to protect its innovative designs and owns intellectual property rights. Examples of such  
14 intellectual property rights includes the '488 Patent and the '487 Patent.  
15 12. Upon information and belief, Hunter is a retailer and/or distributor and/or dealer of  
16 licensed sports consumer products. One such product available from Hunter that is  
17 licensed by the National Football League is football jerseys for dogs. The pet football  
18 jerseys available from Hunter for sale by third party retailers are shown on a website  
19 owned by Hunter, namely [www.huntermfg.com](http://www.huntermfg.com). True and accurate copies of pages from  
20 the website of Hunter are attached as Exhibit C. By way of example, Hunter supplies pet  
21 football jerseys to third party retailer Petco and Petco offers the same for sale on its  
22 website [www.petco.com](http://www.petco.com). True and accurate copies of pages from the website of Petco  
23 are attached as Exhibit D. The pet football jerseys offered by Hunter for sale by third  
24 party retailers are substantially the same as the patented design shown in the '488 Patent  
25 of MRC.  
26 13. Another product available from Hunter that is licensed by Major League Baseball is  
27 baseball jerseys for dogs. The pet baseball jerseys available from Hunter for sale by third  
28 party retailers are also shown on the website owned by Hunter. True and accurate copies  
29 of pages from the website of Hunter are attached as Exhibit E. By way of example,  
30 Hunter also supplies pet baseball jerseys to Petco and Petco offers the same for sale on its  
31 website. True and accurate copies of pages from the website of Petco are attached as  
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1 Exhibit F. The pet baseball jerseys offered by Hunter for sale by third party retailers are  
2 substantially the same as the patented design shown in the '487 Patent of MRC.

- 3  
4 14. Hunter contracted with Fun In Games, Inc. (hereinafter "FiG"), an Ohio corporation and  
5 a sister company to MRC, to manufacture the pet football and baseball jerseys for Hunter  
6 to be offered for sale by third party retailers, such as, for example, Petco. Mark Cohen,  
7 an employee of MRC, and on behalf of FIG, created and designed a football jersey for a  
8 dog and filed for patent protection for the same on Sept. 8, 201. Mark Cohen also created  
9 and designed a baseball jersey for a dog and filed for patent protection for the same on  
10 Sept. 8, 2010. MRC granted FIG a non-exclusive license to have manufactured and to sell  
11 the pet football and baseball jerseys under the respective '488 Patent and the '487 Patent  
12 of MRC. Per purchase orders from Hunter, FIG had manufactured the pet football and  
13 baseball jerseys, and Hunter offered the same to third party retailers for sale.
- 14  
15 15. Upon information and belief, Hunter had knowledge of both the '488 Patent and the '487  
16 Patent.
- 17  
18 16. Pursuant to 35 U.S.C. § 287(a), MRC marked labels provided on pet football jerseys  
19 manufactured after the issue date of the '488 Patent, and marked labels provided on pet  
20 baseball jerseys manufactured after the issue date of the '487 Patent.
- 21  
22 17. One example of the pet football jerseys designed by MRC, manufactured for FIG on  
23 behalf of Hunter, sold by Hunter via a third party retailer, and covered by the '488 Patent  
24 is depicted in the photos attached as Exhibit G. Of particular importance is the Hunter  
25 label provided on a front of the pet jersey and the label which is marked pursuant to 35  
26 U.S.C. § 287(a) and indicates a manufacture date of 20110515.
- 27  
28 18. In April 2011, Hunter ended its relationship with FIG and advised FIG that it contracted  
29 with another distributor for the manufacture of pet jerseys. Upon information and belief,  
30 Hunter contracted with CDI to manufacture both the pet football jerseys and pet baseball  
31 jerseys and provided CDI with sample(s) of the pet jerseys manufactured for FIG. Upon  
32 information and belief, CDI has manufactured and continues to have manufactured the  
33 pet football and baseball jerseys for Hunter to be sold by third party retailers.
- 34  
35 19. One example of the pet football jerseys manufactured for CDI on behalf of Hunter and  
36 sold by Hunter via a third party retailer is depicted in the photos attached as Exhibit H.

1 Of particular importance is the Hunter label provided on a front of the pet jersey and the  
2 label which indicates a manufacture date of 20111105.

- 3  
4 20. Upon information and belief, CDI continues to have manufactured and Hunter continues  
5 to sell via third party retailers pet jerseys embodying the respective designs of the '488  
6 Patent and the '487 Patent in this judicial district and throughout the United States.  
7

8 **IV. Infringement of U.S. Design Patent No. D634,488**

- 9 21. MRC incorporates herein the allegations set forth in Paragraphs 1 through 20 above.  
10 22. The '488 Patent is valid and enforceable.  
11 23. Upon information and belief, without MRC's authorization, Hunter has offered to sell,  
12 promoted, distributed and/or sold either directly or through third party retailers pet  
13 football jerseys having designs that are substantially the same as the design covered by  
14 the '488 Patent.  
15  
16 24. Hunter has infringed, induced infringement of, and contributorily infringed the '488  
17 Patent and is still doing so by its offer for sale and/or sale via third party retailers of pet  
18 football jerseys in the United States embodying the patented design of the '488 Patent,  
19 and will continue to do so unless enjoined by this Court.  
20  
21 25. Upon information and belief, Hunter's knowing and repeated infringements of the '488  
22 Patent has been continuous and continues to be intentional, willful and deliberate.  
23  
24 26. Upon information and belief, without MRC's authorization, CDI has made and imports  
25 imported into the United States pet football jerseys having designs that are substantially  
26 the same as the design covered by the '488 Patent.  
27  
28 27. CDI infringed, induced infringement of, and contributorily infringed the '488 Patent and  
29 is still doing so by its design, development, manufacture, offer for sale and/or sale of pet  
30 football jerseys in the United States embodying the patented design of the '488 Patent,  
31 and will continue to do so unless enjoined by this Court.  
32  
33 28. Upon information and belief, CDI's knowing and repeated infringements of the '488  
34 Patent has been continuous and continues to be intentional, willful and deliberate.  
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1 29. As a direct and proximate consequence of Hunter and CDI's infringement of the '488  
2 Patent, MRC has suffered and will continue to suffer irreparable injury and damages in  
3 an amount not yet determined for which MRC is entitled to relief.  
4

5  
6 **V. Infringement of U.S. Design Patent No. D634,487**

7 30. MRC incorporates herein the allegations set forth in Paragraphs 1 through 29 above.

8 31. The '487 Patent is valid and enforceable.

9 32. Upon information and belief, without MRC's authorization, Hunter has offered to sell,  
10 promoted, distributed and/or sold either directly or through third party retailers pet  
11 baseball jerseys having designs that are substantially the same as the design covered by  
12 the '487 Patent.  
13

14 33. Hunter has infringed, induced infringement of, and contributorily infringed the '487  
15 Patent and is still doing so by its offer for sale and/or sale via third party retailers of pet  
16 baseball jerseys in the United States embodying the patented design of the '487 Patent,  
17 and will continue to do so unless enjoined by this Court.  
18

19 34. Upon information and belief, Hunter's knowing and repeated infringements of the '487  
20 Patent has been continuous and continues to be intentional, willful and deliberate.

21 35. Upon information and belief, without MRC's authorization, CDI has made and imports  
22 imported into the United States pet baseball jerseys having designs that are substantially  
23 the same as the design covered by the '487 Patent.  
24

25 36. CDI infringed, induced infringement of, and contributorily infringed the '487 Patent and  
26 is still doing so by its design, development, manufacture, offer for sale and/or sale of pet  
27 baseball jerseys in the United States embodying the patented design of the '487 Patent,  
28 and will continue to do so unless enjoined by this Court.  
29

30 37. Upon information and belief, CDI's knowing and repeated infringements of the '487  
31 Patent has been continuous and continues to be intentional, willful and deliberate.

32 38. As a direct and proximate consequence of Hunter and CDI's infringement of the '487  
33 Patent, MRC has suffered and will continue to suffer irreparable injury and damages in  
34 an amount not yet determined for which MRC is entitled to relief.  
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**VI. Request for Relief**

WHEREFORE, MRC requests entry of judgment in its favor against Hunter and CDI, jointly and severally, as follows:

- A. Enter judgment that Hunter and/or CDI have infringed the ‘488 Patent.
- B. Enter judgment that Hunter and/or CDI have induced infringement of the ‘488 Patent.
- C. Enter judgment that Hunter and/or CDI have contributed to infringement of the ‘488 Patent.
- D. For damages to compensate MRC for Hunter and/or CDI’s infringement of the ‘488 Patent pursuant to 35 U.S.C. § 284, which shall be trebled as a result of their willful patent infringement, or an award of Hunter’s and/or CDI’s profits from their respective infringements pursuant to 35 U.S.C. § 289, whichever is greater, together with prejudgment interest and costs.
- E. Enter judgment that Hunter and/or CDI have infringed the ‘487 Patent.
- F. Enter judgment that Hunter and/or CDI have induced infringement of the ‘487 Patent.
- G. Enter judgment that Hunter and/or CDI have contributed to infringement of the ‘487 Patent.
- H. For damages to compensate MRC for Hunter and/or CDI’s infringement of the ‘487 Patent pursuant to 35 U.S.C. § 284, which shall be trebled as a result of their willful patent infringement, or an award of Hunter’s and/or CDI’s profits from their respective infringements pursuant to 35 U.S.C. § 289, whichever is greater, together with prejudgment interest and costs.
- I. For an award of MRC’s reasonable attorneys’ fees pursuant to 35 U.S.C. § 285.
- J. Grant to MRC such other and further relief as the Court may deem just, proper, and equitable under the circumstances.

**VII. Demand for Jury**

MRC respectfully demands a trial by jury on all claims and issues so triable.

1 RESPECTFULLY SUBMITTED this 10th day of September, 2012.

2 RANKIN, HILL & CLARK LLP

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4  
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16 Attorneys for MRC Innovations, Inc.

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18  
19 **CERTIFICATE OF SERVICE**

20 On September 10, 2012, a copy of the foregoing was filed electronically. Parties may  
21 access this filing through the Court's system.  
22  
23

24  
25 s/Randolph E. Digges, III/  
26 Randolph E. Digges, III (OH# 0059298)

27 Attorney for MRC Innovations, Inc  
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