

3. Plaintiff Crye Precision, LLC (“Crye Precision”) is a New York limited liability company with a principal place of business at Brooklyn Navy Yard, 63 Flushing Avenue, Unit 252, Brooklyn, New York 11205.

4. Defendant 5.11, Inc., is a California corporation with its principal place of business at 4300 Spryes Way, Modesto, California, 95356.

5. Upon information and belief, 5.11, Inc. is also known as and does business as “5.11 Tactical.” 5.11, Inc., 5.11 Tactical, and any other names under which 5.11, Inc. conducts business in the United States are collectively referred to herein as “5.11.”

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338 and 28 U.S.C. §§ 2201 and 2202.

7. 5.11 is subject to personal jurisdiction in this district by virtue of its general conduct of business in this district, its purposeful availment of the rights and benefits of New York law, and its substantial and continuing contacts with the state of New York, including contracts and partnerships with New York-based entities.

8. 5.11 is also subject to personal jurisdiction in this district at least because 5.11 has consented to suit by registering to do business in New York and consenting to service of process in New York.

9. 5.11 is also subject to personal jurisdiction in this district because it has specifically sold and/or offered to sell infringing components of the '948 patent in New York.

10. 5.11 is also subject to personal jurisdiction in this district because it has entered into partnerships and/or contractual arrangements with businesses in New York for the purpose of entering into conduct that infringes the '948 patent.

11. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400 at least because 5.11 resides in this district, has consented to suit in this district, has committed acts of infringement in this district, has a regular and established place of business in this district, and/or is subject to personal jurisdiction in this district.

THE PATENT IN SUIT

12. The '948 patent is entitled "Combat Shirt and Armor System," and was duly and legally issued on December 29, 2009. A copy of the '948 patent is attached hereto as Exhibit A. The '948 patent generally relates to a body armor system comprising an armored element and a shirt specially designed to be worn with the armored element.

13. Plaintiff LineWeight is the assignee of the '948 patent. Plaintiff Crye Precision is the exclusive licensee of the '948 patent.

STATEMENT OF FACTS

14. Crye Precision is a recognized leader in the design and manufacture of military equipment and apparel. For over 10 years, Crye Precision has developed innovative products that improve the way the U.S. military operates. Crye Precision is a leading designer and provider of garments worn by virtually all U.S. military personnel.

15. For example, Crye Precision markets several products to the United States military including the Combat Shirt AC, the G3 Combat Shirt, and the G3 All Weather Combat Shirt which are specially designed to be worn with armored elements in order to keep military personnel comfortable and safe when performing their duties.

16. 5.11 manufactures, causes to be manufactured, uses, offers to sell, sells, imports, and/or supplies or causes to be supplied from within the United States at least a "Rapid Assault

Shirt” and a “Multicam TDU Rapid Assault Shirt” that are specially designed to be a component of the body armor system covered by the ’948 patent.

17. Beginning at least in 2011, 5.11 has created advertising videos in which an individual is depicted using a 5.11 “Multicam Assault Shirt” in combination with an armored element. The “Multicam Assault Shirt” is a shirt specially designed to be worn with an armored element. Upon information and belief, 5.11 continues to promote this video and to use its Rapid Assault Shirt and/or Multicam TDU Rapid Assault Shirt in combination with an armored element. For example, attached as Exhibit B to this Complaint is a screenshot from such a video depicting an individual wearing a 5.11 Assault Shirt in combination with an armored element.

18. 5.11 offers for sale and sells within the United States its Rapid Assault Shirt and Multicam TDU Rapid Assault Shirt, which 5.11 instructs is “[d]esigned for use with body armor[,]” i.e., an armored element, and about which 5.11 further states that “[a] saddle shoulder design takes the weight of body armor without pinching and bunching while offering full freedom of movement.” For example, attached as Exhibit C to this Complaint is a printout showing content from 5.11’s website describing its “Multicam TDU Rapid Assault Shirt” with comments from purchasers or users. Also attached as Exhibit D to this Complaint is a printout showing content from 5.11’s website describing its “Rapid Assault Shirt” with comments from purchasers or users.

19. Upon information and belief, 5.11 also supplies or causes to be supplied from within the United States to locations outside of the United States, its Multicam TDU Rapid Assault Shirt and its Rapid Assault Shirt, with the intention that such shirts be used in combination with an armored element. For example, customers visiting 5.11’s website and seeking shipment of goods to foreign countries are informed that these products are shipped from

seeking shipment of goods to foreign countries are informed that these products are shipped from the United States. Attached as Exhibit E to this Complaint is a printout showing content from 5.11's website.

20. Upon information and belief, 5.11 has partnered with an entity known as "BorderFree" in which both domestic and foreign customers to BorderFree's website are directed to 5.11's website. Thus, 5.11 is also selling and offering for sale its Rapid Assault Shirt and Multicam TDU Rapid Assault Shirt from within the United States with instructions that the products are designed for and can be used with an armored element. Attached as Exhibit F to this Complaint is a printout showing content from BorderFree's website in which a link to the 5.11 website is present.

21. 5.11 was aware of the existence of the patent application that led to the '948 patent when it designed its Rapid Assault Shirt and Multicam TDU Rapid Assault Shirt, because Crye Precision informed 5.11 of this fact on or about August 16, 2007.

22. Beginning at least as early as March 2011, Crye Precision informed 5.11 of the '948 patent and the fact that 5.11's conduct with respect to its Rapid Assault Shirt and/or Multicam TDU Rapid Assault Shirt, was infringing the '948 patent.

23. Crye Precision has continued to inform 5.11 that its activities infringe the '948 patent. For example, Crye Precision informed 5.11 of this by correspondence in or about February 11, 2013, July 19, 2013, August 9, 2013, and August 28, 2013.

24. 5.11 has knowledge of the '948 patent. Despite its knowledge of the '948 patent, 5.11 has continued to use, sell, offer to sell, promote, and/or supply or caused to be supplied from the United States its Rapid Assault Shirt and Multicam TDU Rapid Assault Shirts, while

knowing that such activities are directly and/or indirectly infringing the '948 patent. 5.11's conduct in infringing the '948 patent is intentional, willful, and objectively unreasonable.

COUNT I – INFRINGEMENT OF THE '948 PATENT

25. Plaintiffs repeat and reallege the allegations set forth in all of the preceding paragraphs.

26. 5.11 has engaged in the foregoing conduct with respect to the '948 patent during the term of the '948 patent and without authority from Plaintiffs. 5.11 will not cease engaging in the foregoing conduct.

27. 5.11 has directly infringed and continues to directly infringe the '948 patent by using its Rapid Assault and Multicam TDU Rapid Assault Shirts in combination with an armored element.

28. 5.11 has induced infringement and continues to induce infringement of the '948 patent by promoting the use of its Rapid Assault and Multicam TDU Rapid Assault Shirts with an armored element and/or by specifically intending to promote their use with an armored element.

29. 5.11 has contributed to infringement and continues to contribute to infringement of the '948 patent by selling, offering to sell, and/or importing into the United States its Rapid Assault and Multicam TDU Rapid Assault Shirts, which constitute a material part of the '948 inventions, knowing these shirts to be especially made or adapted for use in an infringement of the '948 patent and not a staple article of commerce suitable for substantial noninfringing use.

30. 5.11 has also infringed the '948 patent by, without authority, supplying or causing to be supplied its Rapid Assault and Multicam TDU Rapid Assault Shirts in or from the United States in a manner so as to actively induce the combination of these shirts with an armored

element outside the United States in a manner that would infringe the '948 patent if such combination occurred within the United States.

31. 5.11's conduct constitutes infringement of the '948 patent at least under 35 U.S.C. §§ 271(a), (b), (c) and/or (f).

32. 5.11's conduct constitutes willful infringement of the '948 patent.

33. 5.11 will not stop its infringement of the '948 patent.

34. Plaintiffs have suffered economic harm as a result of 5.11's infringing activities in an amount to be proven at trial.

35. If 5.11's conduct is not enjoined, Plaintiffs will suffer irreparable harm that cannot be compensated by monetary damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter judgment in Plaintiffs' favor and against 5.11, and provide Plaintiffs the following relief:

- A. Order, adjudge and decree that 5.11 has and continues to infringe the '948 patent pursuant to 35 U.S.C. § 271 *et seq.*;
- B. Order, adjudge and decree that 5.11's infringement has been and continues to be willful;
- C. Issue preliminary and permanent injunctive relief, as appropriate, prohibiting 5.11 and its principals, officers, directors, subsidiaries, employees, agents, and those in privity with 5.11, and all persons in active concert or participation with, through, or under them, from engaging in the foregoing infringing and willingly infringing conduct;

- D. Award Plaintiffs damages for patent infringement, willful patent infringement, and prejudgment interest;
- E. Award Plaintiffs post-judgment equitable accounting of damages for the period of infringement following the period of damages established by Plaintiffs at trial;
- F. Order, adjudge and decree that this is an exceptional case pursuant to 35 U.S.C. § 285;
- G. Trebling of said damage award under 35 U.S.C. § 284;
- H. Award Plaintiffs their reasonable attorneys fees under § 285;
- I. Award Plaintiffs their costs and expenses in this action; and
- J. Award such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs request a jury trial.

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