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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

VICTAULIC COMPANY, a Delaware Corporation,

Plaintiff,

v.

ALLIED RUBBER & GASKET CO., INC., d/b/a ARGCO, a California Corporation,

Defendant.

Case No. '22CV1366 BEN MDD

COMPLAINT FOR PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

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INTRODUCTION

Plaintiff VICTAULIC COMPANY (“VICTAULIC”), by and through its attorneys, brings this complaint against Defendant ALLIED RUBBER & GASKET CO., INC., d/b/a ARGCO (“ARGCO” or “Defendant”), and alleges as follows:

PARTIES

1. VICTAULIC is a corporation organized and existing under the laws of the state of Delaware, with a principal place of business located at 4901 Kesslerville Road, Easton, Pennsylvania, 18040.

2. On information and belief, ARGCO is a corporation existing under the laws of the state of California with a principal place of business at 3145 Tiger Run Ct., Suite 105, Carlsbad, California 92010.

JURISDICTION AND VENUE

3. This is an action for patent infringement arising under the United States patent laws, 35 U.S.C. §§ 1 *et seq.*

4. This Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq.*

5. This Court has personal jurisdiction over ARGCO because (i) it is a California corporation, (ii) it has its principal place of business in Carlsbad, California and (iii) it committed acts giving rise to this action within and/or directed to this State and this judicial district and has established minimum contacts within the forum such that the exercise of jurisdiction over ARGCO would not offend traditional notions of fair play and substantial justice. This Court has personal jurisdiction over Defendant pursuant to California Code of Civil Procedure Section 410.10 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution.

6. ARGCO has established contacts with the forum and purposefully

1 Patent”) entitled “Combination Sealing Member and Pipe Couplings” was issued by
2 the United States Patent and Trademark Office.

3 7. A copy of the ’310 Patent is attached as **Exhibit B**.

4 8. The ’310 Patent is assigned to VICTAULIC, and has been at all relevant
5 times. VICTAULIC is the owner of the ’310 Patent with the right to enforce the
6 ‘310 Patent.

7 9. The ’310 Patent is in force.

8 10. On February 11, 2014, United States Patent No. 8,646,165 (“the ‘165
9 Patent”) entitled “Method of Securing Pipe Elements End to End” was issued by the
10 United States Patent and Trademark Office.

11 11. The ’165 Patent is assigned to VICTAULIC, and has been at all relevant
12 times. VICTAULIC is the owner of the ’165 Patent with the right to enforce the
13 ’165 Patent.

14 12. The ’165 Patent is in force.

15 13. The ’165 Patent has been the subject of two Petitions for *Inter Partes*
16 Review before the Patent Trial & Appeal Board at the U.S. Patent & Trademark
17 Office challenging its validity (IPR2016-00278 and IPR2016-00279), which
18 concluded through the issuance of an *Inter Partes* Review Certificate, issued on
19 October 11, 2019, canceling claims 1-6, 8-14 and 16.

20 14. A copy of the ’165 Patent and the *Inter Partes* Review Certificate for
21 the ’165 Patent is attached as **Exhibit C**.

22 **ARGCO’S INFRINGING PRODUCTS**

23 15. ARGCO’s infringing products include, for example and without
24 limitation, all models and sizes of products sold as QUIKCOUP 001RT and
25 QUIKFIT 001RT, including ARGCO’s Item Nos. 7014002, 7014003, 7014004,
26 7014005, 7014006, 7014007 and any other models covered by at least one claim of
27 the ’799, ’310, and/or ’165 Patents (collectively, the “Patents-in-Suit”). ARGCO’s
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1 infringing products are collectively referred to hereinafter as the “Accused
2 Products.” *See, e.g.,* <https://argco.com/pipe-joining/push-on-stab-coupling.html>.

3 16. Upon information and belief, the Accused Products have been and
4 continue to be sold, offered for sale, used, and/or imported in or into the United
5 States.

6 17. Below is a true and correct image of one such Accused Product:



17 18. VICTAULIC sells products, such as the FireLock™ Rigid Couplings
18 Style 009N, covered by one or more claims of the Patents-in-Suit. For example, the
19 FireLock™ Rigid Couplings Style 009N is promoted in its literature as “patented.”
20 *See Exhibit G.*

21 19. ARGCO includes on its website pages for the Accused Products a price
22 comparison to VICTAULIC’s FireLock™ Rigid Couplings Style 009N. A
23 representative example from ARGCO’s website is attached at **Exhibit H**. On
24 information and belief, ARGCO is thus aware of VICTAULIC’s patented product
25 and the Patents-in-Suit covering it, and ARGCO is promoting the Accused Products
26 in direct competition with VICTAULIC’s patented product. *See*
27 <https://argco.com/pipe-joining/grooved-coupling-rigid-1-bolt-push-on-1-1-4->

1 [quikcoup-001rt-ul-fm.html](#) (stating “Compare to Vic 009 Coupling at a fraction of
2 the price”).

3 20. In addition, this is not the first time that ARGCO has infringed the ’799
4 Patent, nor is it the first time that VICTAULIC has sued ARGCO for infringing it.

5 21. On May 16, 2017, VICTAULIC filed an action against ARGCO in this
6 District for infringing patents, including the ’799 Patent. The parties resolved the
7 dispute by a settlement agreement with respect to certain products that are not the
8 subject of this action. ARGCO is thus aware of the ’799 Patent since at least May
9 16, 2017. VICTAULIC has not licensed or otherwise consented to ARGCO’s using,
10 offering for sale, selling or importing the Accused Products.

11 **COUNT I**

12 **INFRINGEMENT OF UNITED STATES PATENT NO. 8,733,799**

13 22. VICTAULIC incorporates by reference Paragraphs 1 through 21 above
14 as if fully set forth herein.

15 23. The Accused Products, when used to connect two pieces of pipe in end
16 to end relation meets each and every limitation, either literally or equivalently, of at
17 least claims 1-6, 12, and 17 of the ’799 Patent.

18 24. A non-limiting claim chart showing ARGCO’s infringement of the ’799
19 Patent by a representative Accused Product is attached as **Exhibit D**. The claim
20 chart is not intended to limit VICTAULIC’s right to modify the chart or allege that
21 other activities of ARGCO infringe the identified claims or any other claims of the
22 ’799 Patent or any other patents.

23 25. The Accused Products have been and continue to be sold, offered for
24 sale, used, and/or imported in or into the United States by ARGCO.

25 26. Upon information and belief, ARGCO actively and knowingly induces
26 ARGCO’s customers to directly infringe one or more claims of the ’799 Patent,
27 and/or contributes to ARGCO’s customer’s or other third parties’ direct infringement
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1 of one or more claims by selling or otherwise providing the Accused Products to
2 customers or third parties and/or encouraging customers or third parties to use the
3 Accused Products to form infringing products. *See, e.g.*, ARGCO Brochure titled
4 “GROOVED COUPLINGS - ONE-BOLT PUSH-ON: STANDARD RIGID Style
5 001RT,” attached as **Exhibit I**.

6 27. Upon information and belief, ARGCO actively and knowingly
7 encourages the direct infringement of the '799 Patent by instructing and encouraging
8 its customers, users, and buyers to use the Accused Products. For example, ARGCO
9 provides promotional literature that advises these customers, users, and buyers to use
10 the Accused Products in an infringing manner, providing a mechanism through
11 which the infringers may infringe the '799 Patent, and by marketing the use of the
12 Accused Products in an infringing manner.

13 28. Upon information and belief, ARGCO has been contributorily
14 infringing and is continuing to contributorily infringe the '799 Patent by selling or
15 offering to sell the Accused Products, which constitutes a material part of an
16 invention covered by at least one claim of the '799 Patent. ARGCO knows that the
17 Accused Products are especially made or especially adapted for practicing the
18 invention of the '799 Patent and that they are not a staple article or commodity of
19 commerce suitable for substantial non-infringing use. There is no substantial non-
20 infringing use of the Accused Products.

21 29. ARGCO is therefore liable for induced infringement pursuant to 35
22 U.S.C. § 271(b) and/or for contributory infringement pursuant to 35 U.S.C. § 271(c).

23 30. ARGCO's infringement has damaged and will continue to damage
24 VICTAULIC, which is entitled to recover the compensatory damages resulting from
25 ARGCO's wrongful acts in an amount to be determined at trial, including but not
26 limited to lost profits from lost sales, ARGCO's profits for infringing sales,
27 disgorgement, and/or price erosion, and in any event no less than a reasonable
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1 royalty.

2 31. ARGCO's infringement has caused, and will continue to cause,
3 irreparable injury to VICTAULIC, for which damages are an inadequate remedy,
4 unless ARGCO is enjoined from any and all activities that would infringe the claims
5 of the '799 Patent.

6 32. ARGCO's infringement has been and continues to be willful and
7 deliberate, justifying a trebling of damages under 35 U.S.C. § 284. As described in
8 Paragraphs 18-21, ARGCO had knowledge of the '799 Patent and VICTAULIC's
9 patented product covered by the '799 Patent, and is promoting the Accused Products
10 in direct competition with the VICTAULIC product. ARGCO has infringed and
11 continues to infringe the '799 Patent with full knowledge of that patent and its
12 applicability to ARGCO's products. At the very least, because ARGCO has actual
13 knoweldge of the '799 Patent and has prevoiusly been accused of infringing the
14 same, it has been and remains willfully blind to its continued infringing activity.
15 ARGCO's actions have continued despite an objectively high likelihood that its
16 actions constitute infringement of the '799 Patent. ARGCO knows or should have
17 known of the risk that the Accused Products infringe the '799 Patent. ARGCO's
18 conduct despite this knowledge is made with both objective and subjective reckless
19 disregard for the infringing nature of their activities. ARGCO's infringement is
20 therefore egregious and exceptional and entitles Plaintiffs to attorneys' fees and costs
21 under 35 U.S.C. § 285.

22 COUNT II

23 INFRINGEMENT OF UNITED STATES PATENT NO. 9,726,310

24 33. VICTAULIC incorporates by reference Paragraphs 1 through 32 above
25 as if fully set forth herein.

26 34. The Accused Products, when used to connect two pieces of pipe in end
27 to end relation meets each and every limitation, either literally or equivalently, of at
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1 least claims 1-4, 7, 9-11, 14, and 16 of the '310 Patent.

2 35. A non-limiting claim chart showing ARGCO's infringement of the '310
3 Patent by a representative Accused Product is attached as **Exhibit E**. The claim
4 chart is not intended to limit VICTAULIC's right to modify the chart or allege that
5 other activities of ARGCO infringe the identified claims or any other claims of the
6 '310 Patent or any other patents.

7 36. The Accused Products have been and continue to be sold, offered for
8 sale, used, and/or imported in or into the United States by ARGCO.

9 37. Upon information and belief, ARGCO actively and knowingly induces
10 ARGCO's customers to directly infringe one or more claims of the '310 Patent,
11 and/or contributes to ARGCO's customer's or other third parties' direct infringement
12 of one or more claims by selling or otherwise providing the Accused Products to
13 customers or third parties and/or encouraging customers or third parties to use the
14 Accused Products to form infringing products. *See, e.g.*, ARGCO Brochure titled
15 "GROOVED COUPLINGS - ONE-BOLT PUSH-ON: STANDARD RIGID Style
16 001RT," attached as **Exhibit I**.

17 38. Upon information and belief, ARGCO actively and knowingly
18 encourages the direct infringement of the '310 Patent by instructing and encouraging
19 its customers, users, and buyers to use the Accused Products. For example, ARGCO
20 provides promotional literature that advises these customers, users, and buyers to use
21 the Accused Products in an infringing manner, providing a mechanism through
22 which the infringers may infringe the '310 Patent, and by marketing the use of the
23 Accused Products in an infringing manner.

24 39. Upon information and belief, ARGCO has been contributorily
25 infringing and is continuing to contributorily infringe the '310 Patent by selling or
26 offering to sell the Accused Products, which constitutes a material part of an
27 invention covered by at least one claim of the '310 Patent. ARGCO knows that the
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1 Accused Products are especially made or especially adapted for practicing the
2 invention of the '310 Patent and that they are not a staple article or commodity of
3 commerce suitable for substantial non-infringing use. There is no substantial non-
4 infringing use of the Accused Products.

5 40. ARGCO is therefore liable for induced infringement pursuant to 35
6 U.S.C. § 271(b) and/or for contributory infringement pursuant to 35 U.S.C. § 271(c).

7 41. ARGCO's infringement has damaged and will continue to damage
8 VICTAULIC, which is entitled to recover the compensatory damages resulting from
9 ARGCO's wrongful acts in an amount to be determined at trial, including but not
10 limited to lost profits from lost sales, ARGCO's profits for infringing sales,
11 disgorgement, and/or price erosion, and in any event no less than a reasonable
12 royalty.

13 42. ARGCO's infringement has caused, and will continue to cause,
14 irreparable injury to VICTAULIC, for which damages are an inadequate remedy,
15 unless ARGCO is enjoined from any and all activities that would infringe the claims
16 of the '310 Patent.

17 43. ARGCO has been is on notice of the '310 Patent since at least as of the
18 date of this Complaint, and possibly earlier, and any infringement by ARGCO after
19 notice of the '310 Patent is willful.

20 **COUNT III**

21 **INFRINGEMENT OF UNITED STATES PATENT NO. 8,646,165**

22 44. VICTAULIC incorporates by reference Paragraphs 1 through 43 above
23 as if fully set forth herein.

24 45. The Accused Products, when used to connect two pieces of pipe in end
25 to end relation meets each and every limitation, either literally or equivalently, of
26 claims 7 and 15 of the '165 Patent.

27 46. A non-limiting claim chart showing ARGCO's infringement of the '165
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1 Patent by a representative Accused Product is attached as **Exhibit F**. The claim
2 chart is not intended to limit VICTAULIC's right to modify the chart or allege that
3 other activities of ARGCO infringe the identified claims or any other claims of the
4 '165 Patent or any other patents.

5 47. The Accused Products have been and continue to be sold, offered for
6 sale, used, and/or imported in or into the United States by ARGCO.

7 48. Upon information and belief, ARGCO actively and knowingly induces
8 ARGCO's customers to directly infringe one or more claims of the '165 Patent,
9 and/or contributes to ARGCO's customer's or other third parties' direct infringement
10 of one or more claims by selling or otherwise providing the Accused Products to
11 customers or third parties and/or encouraging customers or third parties to use the
12 Accused Products to form infringing products. *See, e.g.*, ARGCO Brochure titled
13 "GROOVED COUPLINGS - ONE-BOLT PUSH-ON: STANDARD RIGID Style
14 001RT," attached as **Exhibit I**.

15 49. Upon information and belief, ARGCO actively and knowingly
16 encourages the direct infringement of the '165 Patent by instructing and encouraging
17 its customers, users, and buyers to use the Accused Products. For example, ARGCO
18 provides promotional literature that advises these customers, users, and buyers to use
19 the Accused Products in an infringing manner, providing a mechanism through
20 which the infringers may infringe the '165 Patent, and by marketing the use of the
21 Accused Products in an infringing manner.

22 50. Upon information and belief, ARGCO has been contributorily
23 infringing and is continuing to contributorily infringe the '165 Patent by selling or
24 offering to sell the Accused Products, which constitutes a material part of an
25 invention covered by at least one claim of the '165 Patent. ARGCO knows that the
26 Accused Products are especially made or especially adapted for practicing the
27 invention of the '165 Patent and that they are not a staple article or commodity of
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1 commerce suitable for substantial non-infringing use. There is no substantial non-
2 infringing use of the Accused Products.

3 51. ARGCO is therefore liable for induced infringement pursuant to 35
4 U.S.C. § 271(b) and/or for contributory infringement pursuant to 35 U.S.C. § 271(c).

5 52. ARGCO's infringement has damaged and will continue to damage
6 VICTAULIC, which is entitled to recover the compensatory damages resulting from
7 ARGCO's wrongful acts in an amount to be determined at trial, including but not
8 limited to lost profits from lost sales, ARGCO's profits for infringing sales,
9 disgorgement, and/or price erosion, and in any event no less than a reasonable
10 royalty.

11 53. ARGCO's infringement has caused, and will continue to cause,
12 irreparable injury to VICTAULIC, for which damages are an inadequate remedy,
13 unless ARGCO is enjoined from any and all activities that would infringe the claims
14 of the '165 Patent.

15 54. ARGCO has been on notice of the '165 Patent since at least as of the
16 date of this Complaint, and possibly earlier, and any infringement by ARGCO after
17 notice of the '165 Patent is willful.

18 **PRAYER FOR JUDGMENT AND RELIEF**

19 WHEREFORE, VICTAULIC respectfully requests judgment and relief as
20 follows:

21 (a) Pursuant to 35 U.S.C. § 271, a determination that ARGCO has
22 contributorily infringed, and/or actively induced infringement of the '799 Patent;

23 (b) Pursuant to 35 U.S.C. § 283, an order that ARGCO and those in privity
24 with ARGCO be preliminarily and permanently enjoined from infringing and/or
25 inducing or contributing to the infringement of the '799 Patent;

26 (c) Pursuant to 35 U.S.C. § 284, an award of damages against ARGCO
27 adequate to compensate VICTAULIC for infringement of the '799 Patent including
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1 enhanced damages for willfulness, but in no event less than a reasonable royalty,
2 together with prejudgment interest, costs and disbursements as fixed by the Court;

3 (d) Pursuant to 35 U.S.C. § 271, a determination that ARGCO has
4 contributorily infringed, and/or actively induced infringement of the '310 Patent;

5 (e) Pursuant to 35 U.S.C. § 283, an order that ARGCO and those in privity
6 with ARGCO be preliminarily and permanently enjoined from infringing and/or
7 inducing or contributing to the infringement of the '310 Patent;

8 (f) Pursuant to 35 U.S.C. § 284, an award of damages against ARGCO
9 adequate to compensate VICTAULIC for infringement of the '310 Patent including
10 enhanced damages for willfulness, but in no event less than a reasonable royalty,
11 together with prejudgment interest, costs and disbursements as fixed by the Court;

12 (g) Pursuant to 35 U.S.C. § 271, a determination that ARGCO has
13 contributorily infringed, and/or actively induced infringement of the '165 Patent;

14 (h) Pursuant to 35 U.S.C. § 283, an order that ARGCO and those in privity
15 with ARGCO be preliminarily and permanently enjoined from infringing and/or
16 inducing or contributing to the infringement of the '165 Patent;

17 (i) Pursuant to 35 U.S.C. § 284, an award of damages against ARGCO
18 adequate to compensate VICTAULIC for infringement of the '165 Patent including
19 enhanced damages for willfulness, but in no event less than a reasonable royalty,
20 together with prejudgment interest, costs and disbursements as fixed by the Court;

21 (j) Pursuant to 35 U.S.C. § 285, a determination that this is an exceptional
22 case and an assessment of reasonable attorneys' fees against ARGCO;

23 (k) An award of pre- and post-judgment interest as permitted;

24 (l) Such other and further relief as the Court deems equitable and just.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff VICTAULIC hereby demands a jury trial, as provided by
27 Federal Rule of Civil Procedure 38, on all claims that are triable to a jury.

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Dated: September 9, 2022

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: /s/ Colin T. Kemp
Colin T. Kemp
Attorneys for Plaintiff
VICTAULIC COMPANY