

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

Sandcraft, LLC *dba* Sandcraft Motorsports,
an Arizona limited liability company,

Plaintiff,

v.

KB3 UTV LLC, a Missouri limited liability
company; KB3 UTV Products, LLC, a
Kansas limited liability company,

Defendants.

No. _____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Sandcraft, LLC *dba* Sandcraft Motorsports (“**Sandcraft**”), for its Complaint against Defendants KB3 UTV LLC and KB3 UTV Products, LLC (collectively “**Defendants**”), alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the patent laws of the United States, Title 35, United States Code §§ 1 et seq., including 35 U.S.C. § 271, relating to United States Patent Number 9,956,872.
2. This court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).
3. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(d) and 1400(b), including because each Defendant has a regular and established place of business in this District

and a substantial part of the events or omissions giving rise to Sandcraft's claims occurred within this District and division.

4. This court has personal jurisdiction over Defendants because each Defendant is headquartered in and has its regular and established place of business within this District, regularly conducts business within this District, and has committed the acts of patent infringement alleged herein within this District.

PARTIES

5. Sandcraft is a limited liability company formed under the laws of Arizona and has its principal place of business in Phoenix, Arizona.

6. Sandcraft designs, manufactures, assembles, advertises, markets, offers, sells, and distributes certain aftermarket parts for Utility Terrain Vehicles ("**UTV**") through various channels, including, for example, its website at <www.sandcraftmotorsports.com>.

7. On information and belief, Defendant KB3 UTV is a limited liability company formed under the laws of Missouri and has its principal place of business in Belton, Missouri.

8. On information and belief, Defendant KB3 UTV Products is a limited liability company formed under the laws of Kansas and has its principal place of business in Belton, Missouri.

9. Defendants advertise, market, offer, sell, and distributes certain UTV parts, including aftermarket parts, through their website at <www.kb3utv.com>.

FACTS

The Asserted Patent and Sandcraft's Products

10. United States Patent Number 9,956,872 (the "**872 Patent**"), entitled "CARRIER BEARING ASSEMBLY," was duly and legally issued on May 1, 2018, and names Jonathan D.

Roberts and Brent G. Reynolds as the inventors. Attached as **Exhibit A** is a true and correct copy of the '872 Patent.

11. The '872 Patent issued from U.S. patent application Ser. No. 14/952,741 which was filed on November 25, 2015 (the '741 Application”).

12. The '872 Patent contains 18 claims, of which two, Claims 1 and 11, are independent claims, and the remaining claims are dependent claims.

13. Sandcraft is the sole assignee and owner of the entire right, title, and interest in the '872 Patent.

14. Sandcraft manufactures, assembles, advertises, markets, offers for sale, sells and distributes carrier bearings and carrier bearing assemblies that embody and use the inventions claimed in the '872 Patent (the “Sandcraft Products”).

15. Sandcraft marked and continues to mark the Sandcraft Products with a patent number and, prior to issuance of patents, marked the Sandcraft Products with the designation “Patent Pending.”

Defendant’s Accused Products, Knowledge of the ‘872 Patent, and Infringing Conduct

16. Defendants have made, used, sold, offered to sell, and/or imported, and continue to make, use, sell, offer to sell, and/or import carrier bearings products.

17. Defendants’ actions have included, and continue to include, making, using, selling, offering to sell, and/or importing carrier bearings products that embody and use inventions claimed in the '872 Patent (the “Accused Products”). Images of the Accused Products are shown in **Exhibit B** attached hereto.

18. Upon information and belief, Defendants actively monitor the UTV market, including aftermarket products for UTVs, and in so doing, actively monitor their competitors

(including Sandcraft) as well the intellectual property of their competitors (including Sandcraft's intellectual property).

19. Upon information and belief, based on its active monitoring of the UTV market, Defendants had actual notice of, or have been willfully blind to, the existence of the '872 Patent and the inventions embodied therein since before the date of this Complaint.

20. Upon information and belief, Defendants had actual notice of, or have been willfully blind to, the existence of the inventions embodied in the '872 Patent since at least May 25, 2017, the publication date of the '741 Application that ultimately matured into the '872 Patent.

21. Further, and at the very least, Defendants have had actual notice of, and been willfully blind to, the existence of the '872 Patent by April 3, 2020, May 7, 2020, and/or August 15, 2022, based on correspondence sent by Sandcraft's counsel, which cited two patents which are continuations in part of the '872 Patent, and the latter of which cited the '872 Patent.

22. Defendants have committed acts of direct infringement (literally or by the doctrine of equivalents) of at least Claim 11 of the '872 Patent, as well as dependent claims thereof, and continue to commit such acts, by making, using, offering to sell, selling, and/or importing the Accused Products, as demonstrated in the claim chart attached hereto as **Exhibit C**. Defendants have directly infringed at least one claim of the '872 Patent, individually, or as part of a joint enterprise with at least one third party or through the exercise of direction and control over at least one third party.

23. Upon information and belief, with knowledge of the '872 Patent as set forth above, Defendants have actively induced, and are actively inducing, infringement of the '872 Patent. Specifically, upon information and belief, with knowledge of the '872 Patent as set forth

above, Defendants have actively and knowingly induced one or more third party manufacturers, distributors, importers, retailers, agents, and/or contractors to directly infringe at least Claim 11 of the '872 Patent, as well as dependent claims thereof, by, for example, providing or making available to such third parties instructions for installing the Accused Products in an infringing manner. Upon information and belief, Defendants have done so with knowledge of, or with willful blindness of the fact, that the induced acts constitute infringement of at least Claim 11 of the '872 Patent, as well as dependent claims thereof, and, as such, Defendants have intentionally caused infringement by one or more third parties. Upon information and belief, this inducement has occurred since before the date of this Complaint and is continuing to occur as of the date of this Complaint.

24. Upon information and belief, Defendants have been and are continuing to contributorily infringe the '872 Patent by selling or offering to sell the Accused Products, knowing them to be especially made or especially adapted for practicing the invention of the '872 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use. Specifically, Defendants know, and have known, that the Accused Products are installed by its customers and that the resulting product infringes at least Claim 11 of the '872 Patent, as well as dependent claims thereof. There are no substantial non-infringing uses for the Accused Products.

25. Defendants' acts of infringement have been, and continue to be willful and deliberate, and will continue unless and until the Court enjoins Defendants' infringing conduct.

26. Further, the Accused Products directly compete with the Sandcraft Products. As such, Defendants' conduct has caused, and continues to cause, significant harm to Sandcraft, and that harm will continue unless and until the Court enjoins Defendants' infringing conduct.

COUNT ONE: PATENT INFRINGEMENT (35 U.S.C. §§ 271(a)-(c))

27. Sandcraft repeats and re-alleges the preceding paragraphs of this Complaint as if fully set forth herein.

28. In violation of 35 U.S.C. § 271(a), Defendants have been and are directly infringing (literally or under the doctrine of equivalents) at least Claim 11 of the '872 Patent, as well as dependent claims thereof, by making, using, offering for sale, selling, and/or importing the Accused Products in the United States. Defendants have directly infringed at least one claim of the '872 Patent, individually, or as part of a joint enterprise with at least one third party or through the exercise of direction and control over at least one third party. Defendants will continue to directly infringe at least Claim 11 of the '872 Patent, as well as dependent claims thereof, unless enjoined by this Court.

29. In violation of 35 U.S.C. § 271(b), with knowledge, or willful blindness, of the '872 Patent as described above, Defendants have induced, and are inducing, infringement of at least Claim 11 of the '872 Patent, as well as dependent claims thereof. Defendants will continue to induce infringement of at least Claim 11 of the '872 Patent, as well as dependent claims thereof, unless enjoined by this Court.

30. In violation of 35 U.S.C. 271(c), Defendants have been and are contributing to the infringement of at least Claim 11 of the '872 Patent, as well as dependent claims thereof, by selling or offering to sell the Accused Products, knowing them to be especially adapted for practicing the inventions of the '872 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendants will continue to contribute to the infringement of at least Claim 11 of the '872 Patent, as well as dependent claims thereof, unless enjoined by this Court.

31. Defendants' infringement has been, and continues to be knowing, intentional, and willful.

32. Defendants' acts of infringement of the '872 Patent have caused and will continue to cause Sandcraft damages for which Sandcraft is entitled to compensation pursuant to 35 U.S.C. § 284 as well as 35 U.S.C. § 154(d), including, but not limited to, lost profits, a reasonable royalty, treble damages, pre- and post-judgment interest at the maximum allowable rates, costs, and any other relief the Court deems proper.

33. Defendants' acts of infringement of the '872 Patent have caused and will continue to cause Sandcraft immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Sandcraft has no adequate remedy at law.

34. This case is exceptional and, therefore, Sandcraft is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

DEMAND FOR JURY TRIAL

Sandcraft requests a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Sandcraft requests judgment against Defendants as follows:

1. Order, adjudge, and decree that the '872 Patent is valid, enforceable, and infringed by Defendants;

2. Enter an injunction permanently enjoining Defendants, their owners, officers, directors, managers, members, employees, agents, representatives, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons or entities, from infringing the '872 Patent;

3. Ordering Defendants to account and pay damages to compensate Sandcraft for Defendants' infringement of the '872 Patent, including pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284 and 35 U.S.C. § 154(d);

4. Ordering an accounting for any infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales;

5. Ordering that Defendants' infringing conduct has been deliberate and willful and, as a result, ordering that the damages award be increased up to three times the actual amount assessed, pursuant to 35 U.S.C. § 284;

6. Declaring this case exceptional and awarding Sandcraft its reasonable attorney fees pursuant to 35 U.S.C. § 285; and

7. Awarding such other and further relief as this Court deems proper and just.

Respectfully submitted this 18th day of October, 2022.

/s/
HOVEY WILLIAMS, LLP
Scott R. Brown, MO Bar No. 51733
E-Mail: sbrown@hoveywilliams.com
10801 Mastin Boulevard, Suite 1000
84 Corporate Woods
Overland Park, Kansas 66210
Telephone: (913) 647-9050
Fax: (913) 647-9057

JABURG & WILK, P.C.
Maria Crimi Speth, AZ Bar No. 012574
(*Pro Hac Vice* to be filed)
E-mail: mcs@jaburgwilk.com
3200 N. Central Avenue, Suite 2000
Phoenix, AZ 85012
Telephone: (602) 248-1000
Fax: (602) 248-0522

Attorneys for Plaintiff Sandcraft, LLC