

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

RUGGED CROSS HUNTING BLINDS, LLC

CASE NO.:

Plaintiff,

v.

JURY TRIAL DEMANDED

FERADYNE OUTDOORS, LLC,

Defendant.

_____ /

COMPLAINT FOR PATENT INFRINGEMENT

Rugged Cross Hunting Blinds, LLC (hereinafter “RCHB” or “Plaintiff”), by and through its undersigned attorneys, hereby files this Complaint for patent infringement against Feradyne Outdoors, LLC (hereinafter “FERADYNE ” or “Defendant”), and alleges as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant’s willful infringement of Plaintiff’s United States Patent No. 11,399,535 entitled “Camouflage Material, for a Hunting Blind” (hereinafter the “‘535” Patent”).

PARTIES

2. Plaintiff, RCHB, is a limited liability company organized and existing under the laws of the State of Florida. RCHB maintains its principal place of business at 15206 Tilwood Place, Tampa, Florida 33618.

3. Defendant, Feradyne, is a limited liability company organized and existing under the laws of the state of Delaware and registered to do business in the State of Wisconsin. Feradyne maintains places of business located at 101 Main Street and/or 1230 Poplar Avenue both in Superior, Wisconsin 54880.

JURISDICTION AND VENUE

4. This case arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285.

5. As this action relates to patent infringement, this Court has original subject matter jurisdiction over this action under 28 U.S.C. §1331 and under 28 U.S.C. §1338(a).

6. This Court has personal jurisdiction over Feradyne pursuant to Wisc. Stat. §801.05(1)(d) because Feradyne has systematic and continuous business activities in the State of Wisconsin, and in this district. To that end, Feradyne’s principal place of business is located in this judicial district in the state of Wisconsin. In addition, and upon information and belief, Feradyne manufactures, distributes, offers for sale, and/or sells products in this judicial district that infringe on at least one independent claim of the ‘535 patent.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1400(b) at least because Feradyne is incorporated in this district and therefore “resides” in this district. In addition, upon information and belief, Feradyne has committed acts of patent infringement in this district and has a regular and established place of business in this district.

FACTUAL BACKGROUND

8. RCHB realleges and incorporates by reference Paragraphs 1-7 of its Complaint as if restated herein.

9. RCHB is the owner of all right, title and interest in and to the ‘535 Patent, a copy of which is attached hereto as Exhibit A.

10. The owners of RCHB are brothers Mr. Christopher Seaton (“Chris”) and Mr. Timothy Seaton (“Tim”), both of whom are first responders. Chris is a former detective for the

Hillsborough County Florida Sheriff's Department, and Tim Seaton is a firefighter for Tampa Fire Rescue in the Tampa, Florida area.

11. In late 2015, Chris and Tim conceived of and reduced to practice the invention disclosed and claimed in the '535 Patent when they built a hunting blind for Chris's son. The hunting blind included a mesh material that was coated on one side with a camouflage print and coated with a dark color coating on another side facing an interior of the blind. The mesh material enabled a hunter to clearly see outside the blind, while game could not see into the interior of the blind.

12. Chris and Tim focused on developing a blind that was structurally sound and safe for Chris's son to hunt in and protect him from the outside environment, while including sufficient ventilation for the hot Florida weather. Chris and Tim decided to use aluminum frame members to build a blind. To that end, Chris was familiar with banner mesh materials that he believed would snugly fit within the spline grooves of the frame members and obtained some mesh material to install as panels for a blind.

13. The mesh material was coated on what would be an exterior side of the blind with a camouflage print. The other side (what would be the interior) was not coated and left white. Unfortunately, the coating of the camouflage leaked through the apertures of the mesh and created a coated mesh that was difficult to see through. Chris then tried coating the exterior with the same camouflage print and coated the interior side with black ink. The results were extremely surprising and unexpected. The coated mesh material allowed a clear view of the exterior from inside the blind; however, one viewing from the exterior could not make out or see what or who was on the other side of the mesh material.

14. Chris and Tim knew they had something really special, so they decided to form the company, Rugged Cross Hunting Blinds, LLC, in October of 2015. RCHB then built another blind and displayed the blind at the 2016 National Wild Turkey Federation (NWTF) in February 2016. The mesh material was met with rave reviews as evidenced by the comments from Josh Honeycutt of Realtree, which are set forth in Exhibit B.

15. The Realtree article includes the heading “Awesome Gear From an Awesome Convention” over a photo of the RCHB Austin blind displayed at the NWTF Convention. As described by Realtree, “The camo material is completely see-through from the inside, but it prevents anyone--or anything--on the outside from seeing in.” *See* Exhibit B.

16. While attending the NWTF convention, Mr. Jason Harris of Bushnell Holdings, Inc. d/b/a Primos approached the Seaton’s and expressed his excitement about the mesh material. Mr. Harris also mentioned that his employer, Primos, would be very interested in talking with the Seaton’s about a business relationship that would involve Primos and the developing products that incorporated the novel mesh material of the RCHB hunting blind.

17. On February 29, 2016, Chris and Tim filed a provisional application, U.S. Provisional Application No. 62/301,007 (hereinafter the “‘007” provisional patent application) disclosing their invention.

18. On June, 11, 2021 RCHB filed a continuation patent application, U.S. Application U.S. Patent Application No. 17/345,981 (the “‘981 application”), claiming priority to U.S. Patent Application No. 16/988,843, which issued as U.S. Patent No. 10,765,108, and which claimed priority to the ‘007 provisional patent application.

19. The ‘981 application issued as the ‘535 Patent on August 2, 2022.

20. In 2017, RCHB granted Primos a license to make and sell products, including pop-up hunting blinds, that incorporated the RCHB novel mesh material. In 2018, Primos introduced its SURROUNDVIEW hunting blinds which were met with rave reviews.

21. Primos' sales of hunting blinds, such as the SURROUNDVIEW blinds including the novel mesh material, were successful through 2018 and into or through 2019, until other suppliers, started marketing and selling hunting blinds with the claimed mesh material.

22. The success of the SURROUNDVIEW hunting blind with the RCHB novel mesh material is evidenced by the fact that when Primos introduced its SURROUNDVIEW blinds in a video at the 2018 Archery Trade Show. The video was also published on Primos' Hunting Facebook, Instagram and YouTube. The video amassed over four (4) million impressions. Over the following two plus years hundreds of videos, photographs, media articles and user generated content was shared touting the performance and success of RCHB's novel mesh material.

23. Further evidence of commercial success of the claimed invention of the '535 Patent is set forth in industry articles that provide extremely positive reviews of the Primos SURROUNDVIEW hunting blinds that incorporated the RCHB novel mesh material. These articles tout the same feature of a hunter having a clear field of view of the exterior of a blind, while at the same time game cannot see a hunter who is inside the blind. Copies of four (4) such articles are attached hereto as Exhibits C, D, E, and F.

24. The first of these articles, (see, Exhibit C) was posted on December 27, 2018 by American Hunter in which NRA Publications announced the winners of the 2019 Golden Bullseye Awards. The American Hunter's 2019 Golden Bullseye Awards included the Primos Double Bull SURROUNDVIEW 360 blind, which won the "Gear of the Year Award." The article even lists the qualifications considered to win such an award including:

- Recently introduced and available to consumers prior to the selection of the Golden Bullseye Awards;
- Used/tested by a staff member or regular contributor to the magazine and/or affiliated media;
- Reliable in the field, meeting or exceeding the evaluator's expectations;
- Innovative in design and function;
- Readily perceived as a value to the purchaser; and
- Styled in a manner befitting the shooting and hunting industry and, perhaps more importantly, its enthusiasts.

25. With respect to Exhibit D, the SURROUNDVIEW 360 blind the author of the Grand View Outdoors article dated January 18, 2018 provides: "I hate the word game-changer but I simply can't think of a better description for the Primos' new SurroundView hunting blinds." The article further describes the blinds: "You have to see it to believe it...You feel so exposed, but you're not. You can see them. They can't see you."

26. The Deer & Deer Hunting article of Exhibit E and dated July 17, 2018 describes the SurroundView blinds as "revolutionary" and further states: "Primos touts the SurroundView as the 'Blind Without a Blind Spot'" – and it truly is."

27. The GRITR Outdoors blog, posted March 7, 2018, of Exhibit F in reference to the Primos SurroundView 360° notes: "This blind has received more attention in the Bowhunting and hunting world than any other produce since its release at ATA in January. The one-way see-through walls allow the hunter inside the blind to have an unobstructed 180° view of the surroundings."

28. In 2020, competitors of Primos, such as Outdoor Product Innovations, Inc. d/b/a Rhino Blinds (hereinafter "OPI"), started making and selling products that incorporated the RCHB novel mesh material. Rhino Blinds introduced its Rhino 180 hunting blind in late 2020. Attached

as Exhibit G is an article, from the publication *Inside Archery*, including page 35 referring to OPI and the Rhino 180 hunting blind, which is reproduced below:

Another factor that has greatly contributed to Rhino Blinds' success in recent years is the company's approach to product innovation. For instance, just look at the Rhino 180 See Through Blind, which uses a revolutionary mesh material that allows hunters to see out without game seeing in. (emphasis added).

"We launched the Rhino 180 See Through Blind towards the end of 2020 and It just took off like wildfire," Danny Reaser said, "Our customers even ended up generating some organically viral content on social media. TikTok was getting more popular around that time, and our customers were posting videos of the "Houdini effect" by showing what the blind looked like on the outside and then taking the camera inside to reveal what the one-way mesh can really do. There was one video that even reached about 1.4 million views. That grew a lot of awareness of the product and people were just buying them left and right. The Rhino 180 See Through Blind also really captured the eyes of our dealers as something hot and new, and I believe every single one of our dealers is carrying it this year." (emphasis added).

29. Feradyne sells archery, hunting and outdoor industry products, including hunting blinds, for example the Rhino 180 hunting blind. On information and belief, in October 2022, Feradyne acquired OPI, which, as referred to in paragraph 28 above, had been making and selling the Rhino 180 hunting blind since 2020.

30. Upon information and belief Feradyne acquired all assets and liabilities of OPI.

31. On August 25, 2022, RCHB sent a letter to OPI alleging OPI infringed one or more claims of the '535 Patent by virtue of making and selling the Rhino 180 hunting blind.

32. In October 2022, RCHB received information that Feradyne had acquired OPI.

33. On October 18, 2022, RCHB, through its attorneys, sent an email to Feradyne and a package, via Federal Express, including the above-referenced August 25, 2022, correspondence.

34. An attorney representing OPI has contacted the attorneys' for RCHB to discuss this matter; however, the parties including RCHB, OPI and Feradyne have not been able to reach a resolution.

35. Feradyne or counsel representing Feradyne has not contacted RCHB or the attorneys representing RCHB.

36. Feradyne's acts are causing, and unless restrained will continue to cause, damage and immediate irreparable harm to RCHB for which RCHB has no adequate remedy at law.

37. RCHB has retained the undersigned law firm to represent it in this action for the wrongful conduct of Feradyne and has agreed to pay said counsel a reasonable fee for these services.

COUNT I
PATENT INFRINGEMENT OF U.S. PATENT NO. 11,399,535,

38. Plaintiff repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 37 of the Complaint as if restated herein.

39. The '535 Patent covers camouflage structures such as hunting blinds that incorporate a unique camouflage mesh material that is disclosed and claimed in the '535 Patent.

40. As detailed in the attached Claim Chart, Exhibit H, relative to claim 1 of the '535 Patent, Feradyne manufactures, promotes, advertises, imports, offers for sale, and/or sells within the United States and/or imports the Rhino 180 hunting blinds directly infringing at least Claim 1 of the '535 Patent either literally or through the doctrine of equivalents, in violation of 35 U.S.C. § 271(a).

41. Feradyne's aforesaid activities have been without authority and/or license from RCHB and are considered intentional and willful.

42. RCHB is entitled to recover from Feradyne the damages sustained by RCHB as a result of Feradyne's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

43. Feradyne had actual notice of the '535 Patent at least as early as August 25, 2022, and Feradyne's infringement of RCHB's exclusive rights under the '535 Patent will continue to damage RCHB, causing irreparable harm for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

Plaintiff hereby requests a trial by jury on all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Plaintiff, RCHB respectfully requests that the Court find in its favor and against Feradyne, and that the Court grant RCHB the following relief:

- A. An adjudication that RCHB's rights in the '535 Patent are valid and enforceable;
- B. An adjudication that one or more claims of the '535 Patent has been infringed, either literally and/or under the doctrine of equivalents, by Feradyne;
- C. An award to RCHB of damages adequate to compensate RCHB for the Defendants' acts of infringement, together with pre-judgment and post-judgment interest;
- D. A grant of a permanent injunction pursuant to 35 U.S.C. §283 enjoining the Defendant, its agents, employees, officers, attorneys, successors, assigns, and all persons in active concert or participation with it from further acts of infringement of the '535 Patent and from making, using, offering or sale or selling any hunting blinds, including, but not limited to, the

Rhino 180 hunting blind, that infringes one or more of the claims of the '535 Patent either literally or under the doctrine of equivalents;

E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. §285;

F. Any further relief that this Court deems just and proper.

DATED this 5th day of December, 2022.

Respectfully submitted,

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