

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

TREK ARMOR INC.  
d/b/a BARTACT, INC.,

Plaintiff,

v.

FCA US, LLC,

Defendant.

Case No. 2:23-cv-12894

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Trek Armor Inc. d/b/a Bartact, Inc. (“Bartact” or “Plaintiff”) files this Complaint against Defendant FCA US, LLC (“FCA” or “Defendant”) alleging, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

**NATURE OF THE ACTION**

1. This is a patent infringement action to stop Defendant’s infringement of the following United States Patents: 10,308,301 (“301 patent”) and 11,794,836 (“836 patent”) (collectively, the “Asserted Patents”), copies of which are attached hereto as **Exhibit A** and **Exhibit B**.

2. Bartact seeks injunctive relief and monetary damages.

## **PARTIES**

3. Bartact is a corporation formed under the laws of California with its registered office address located in 41795 Elm Street, Ste. 401, Murrieta, California 92562.

4. On information and belief, Defendant is a company organized under the laws of the State of Delaware with its principal place of business located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

5. Defendant may be served through their registered agent: The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, Delaware 19801.

## **JURISDICTION AND VENUE**

6. Bartact repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

7. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

8. Venue is proper against Defendant in this District pursuant to 28 U.S.C. § 1400(b) because it has maintained an established and regular place of business in this District and has committed acts of patent infringement in this District. *See In re: Cray Inc.*, 871 F.3d 1355, 1362- 1363 (Fed. Cir. 2017).

9. Defendant is subject to this Court's specific and general personal jurisdiction under due process due at least to Defendant's substantial business in this judicial district, including: (i) at least a portion of the infringements alleged herein; (ii) regularly transacting, doing, and/or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Michigan and in this District; and (iii) having an interest in, using or possessing real property in Michigan.

10. Specifically, Defendant intends to do and does business in, has committed acts of infringement in, and continues to commit acts of infringement in this District directly, through intermediaries, by contributing to and through its inducement of third parties, and offers its products or services, including those accused of infringement here, to customers and potential customers located in this District.

11. Defendant maintains a regular and established place of business in this District at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. *See* Figure 1 below.

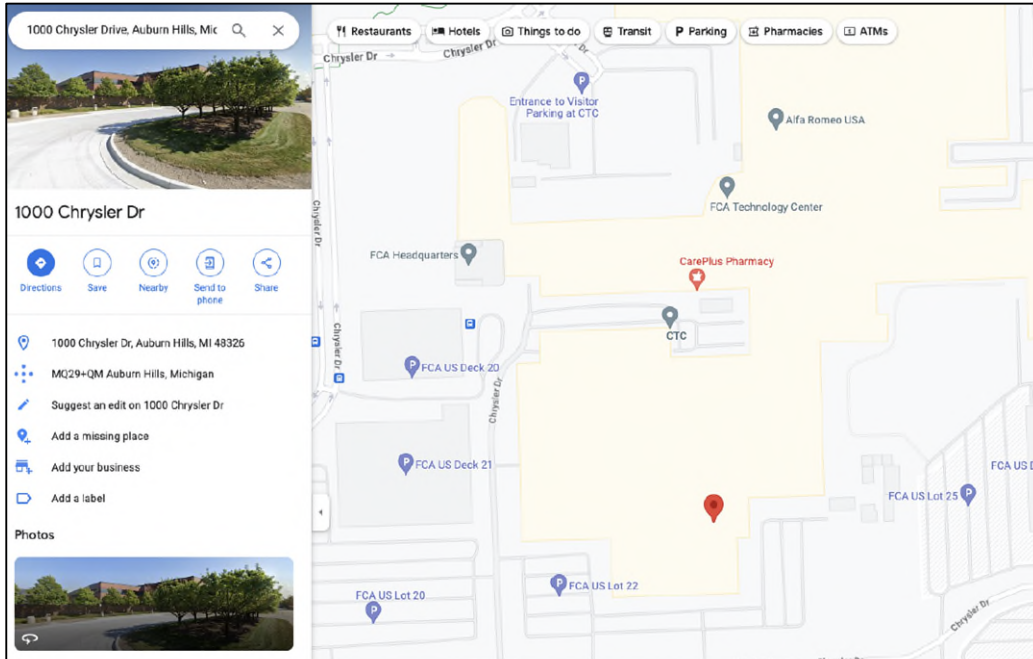


Figure 1  
(Source: Google Maps)

12. Defendant commits acts of infringement from this District, including, but not limited to, use of the Accused Products and inducement of third parties to use the Accused Products.

**BARTACT PRESENTS ITS INVENTIONS TO JEEP**

13. Bartact repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

14. Bartact is a leading manufacturer of advanced automotive products, including seat covers, Paracord grab handles, storage bags, tie downs, MOLLE compatible items, fire extinguisher holders, and other products.

15. Bartact’s products are made in the United States and utilized both commercially and by the U.S. Military.

16. After years of research and development, Bartact first entered the retail market in 2011, when it introduced its Trek Armor line of seat covers at the Specialty Equipment Marketing Association (“SEMA”) Show in Las Vegas, Nevada.

17. On November 2, 2015, Mr. Mitch Walk, one of Bartact’s principals, filed a provisional patent application (No. 62/249,349), entitled “Vehicle Seat With Storage Capacity.”

18. A few days later at the 2015 SEMA Show, representatives from Jeep® visited Bartact’s trade show booth, where Jeep® representatives saw Bartact’s MOLLE system on its seat covers. *See Figure 2 below.*



Figure 2

(Source: <https://www.wayalife.com/threads/2015-sema-bartact-jeep-jk-wrangler-2-door.31981/>)

19. Jeep® representatives were interested in how Bartact’s system MOLLE worked, and members of Jeep® corporate kept returning to Bartact’s booth, where Mr. Walk and other Bartact representatives explained how its MOLLE system worked and its versatility.

20. Representatives from Jeep® then contacted Bartact about “working together” to “help Bartact out.”

21. Representatives from Jeep® asked for three (3) sets of Bartact’s seat covers with the MOLLE System for their Jeep® Wranglers that would supposedly be traveling around to different locations throughout the country.

22. Bartact’s seat covers would in turn be seen by numerous dealers and consumers, which would potentially generate increased sales for Bartact’s seat covers.

23. After shipping the seat covers to Jeep®, Jeep® would not tell Bartact what vehicles the seat covers went on, and Jeep® did not uphold its promise to provide Bartact with photos of its seat covers on the Jeep® vehicles.

24. Jeep® representatives claimed the seat covers were probably lost somewhere.

25. In early 2016, at Easter Jeep Safari in Moab, Utah, a new concept Jeep® vehicle, the “Jeep Crew Chief 715,” had Bartact’s MOLLE seat covers. *See* Figure 3 and 4 (below).

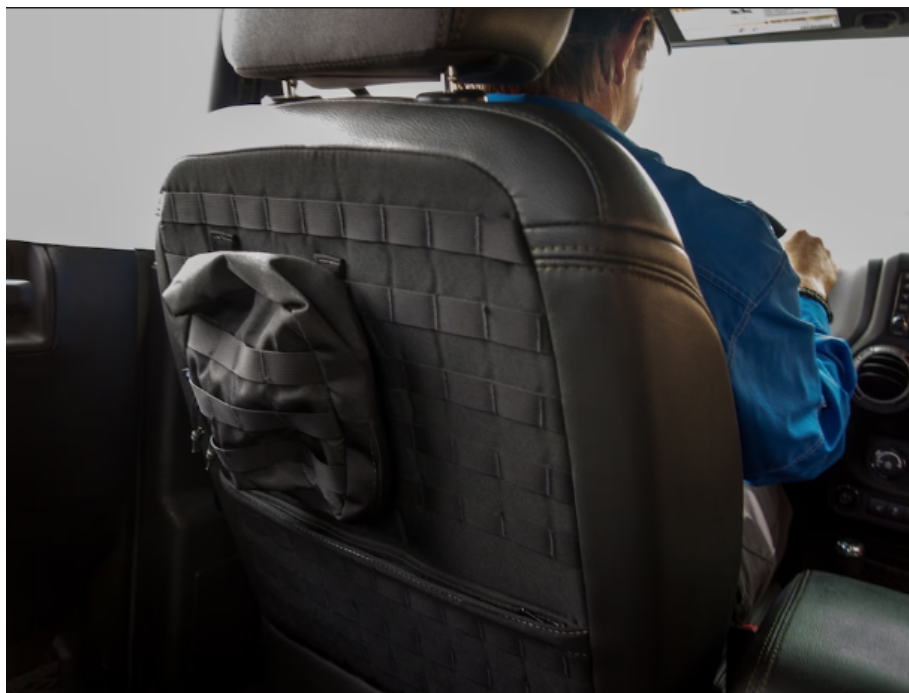


Figure 3

(Source: <https://www.motortrend.com/features/1605-2016-jeep-concepts-what-details-will-make-it-to-production?galleryimageid=d348a276-b0cd-4d49-a43c-d8660452e39c>)



Figure 4

26. As depicted in Figure 3 and 4 above, the MOLLE portion from Bartact's seat covers were disassembled and sewn into another manufacturer's leather seat covers. Bartact's MOLLE pouches were also removed and turned upside down, presumably to hide Bartact's logo.

### **THE ACCUSED PRODUCTS**

27. Bartact repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

28. Defendant manufactures, uses, causes to be used, sells, offers for sale, provides, supplies, or distributes one or more vehicle seats that infringe the Asserted Patents (the "Accused Products"), including but not limited to the Jeep® Wrangler JL (MY2018-), Jeep® Wrangler JLU Rubicon (MY2018-), and Jeep® Gladiator (MY2019-) vehicles. *See* Figure 5 and 6 (below).





Figure 5  
(Source: Seat from a Jeep Wrangler Rubicon)



Figure 6  
(Source: Seat from a Jeep Wrangler Rubicon)

29. For these reasons and the additional reasons detailed below, the Accused Products practice at least one claim of the Asserted Patents.

**COUNT I: INFRINGEMENT OF U.S. PATENT NO. 10,308,301**

30. Bartact repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

31. The United States Patent and Trademark Office duly issued the '301 patent on June 4, 2019, after full and fair examination of Application No. 15/341,790 which was filed November 2, 2016. A true and correct copy of the '301 patent is attached as **Ex. A**.

32. Bartact owns all substantial rights, interest, and title in and to the '301 patent, including the sole and exclusive right to prosecute this action and enforce the '301 patent against infringers and to collect damages for all relevant times.

33. The claims of the '301 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of vehicle seats.

34. The written description of the '301 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

35. Bartact or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '301 patent.

36. Defendant has directly infringed and continues to directly infringe one

or more claims of the '301 patent by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products.

37. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '301 patent.

38. For example, Defendant provides a seat for use with a vehicle. The seat comprising a seat frame; a cushioning material positioned adjacent to the seat frame; an outer cover positioned over the seat frame and the cushioning material to form a base and back portion, wherein the back portion includes a front back portion and a rear back portion.



Source: Seat from a Jeep Wrangler Rubicon

39. Defendant also provides an accessory assembly (A) on the rear back portion (B) and coupled to at least one of the seat frame and the rear back portion.



Source: Seat from a Jeep Wrangler Rubicon



Source: Seat from a Jeep Wrangler Rubicon

40. Defendant also provides an accessory assembly comprising a plastic accessory frame having vertical and horizontal frame edge margins (A & B) and plastic stabilizing components (C) coupled to the plastic accessory frame and having lengths extending between the horizontal frame edge margins, wherein the plastic stabilizing components are spaced apart from one another between the vertical frame edge margins and straps (D) coupled to the plastic accessory frame and having lengths extending between the vertical frame edge margins, wherein the straps are spaced apart from one another between the horizontal frame edge margins and are generally cross-wise relative to the plastic stabilizing components.



Source: Seat from a Jeep Wrangler Rubicon



Source: Seat from a Jeep Wrangler Rubicon

41. Since at least June 2019, Defendant has also indirectly infringed and continues to indirectly infringe the '301 patent by inducing others to directly infringe the '301 patent.

42. Defendant has induced distributors and end-users, including, but not limited to, Defendant's employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '301 patent by



providing or requiring use of the Accused Products.

43. Defendant took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '301 patent, including, for example, claim 1 of the '301 patent.

44. Such steps by Defendant included, among other things, advising or directing personnel, contractors, or end-users to make or use the Accused Products in an infringing manner; advertising and promoting the use of the Accused Products in an infringing manner; or distributing instructions that guide users to use the Accused Products in an infringing manner.

45. Defendant is performing these steps, which constitute induced infringement with the knowledge of the '301 patent and with the knowledge that the induced acts constitute infringement.

46. Defendant is aware that the normal and customary use of the Accused Products by others would infringe the '301 patent.

47. Defendant's inducement is ongoing.

48. Since at least June 2019, Defendant has also indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '301 patent.

49. Defendant has contributed and continues to contribute to the direct

infringement of the '301 patent by its customers, personnel, and contractors.

50. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '301 patent, including, for example, claim 1.

51. The special features constitute a material part of the invention of one or more of the claims of the '301 patent and are not staple articles of commerce suitable for substantial non-infringing use.

52. Defendant's contributory infringement is ongoing.

53. Since at least June 2019, Defendant had knowledge of the '301 patent.

54. Furthermore, on information and belief, Defendant has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Bartact's patent rights.

55. Defendant's actions are at least objectively reckless as to the risk of infringing a valid patent, and this objective risk was either known or should have been known by Defendant.

56. Defendant's direct and indirect infringement of the '301 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Bartact's rights under the '301 patent.

57. Bartact has been damaged as a result of the infringing conduct by

Defendant alleged above. Thus, Defendant is liable to Bartact in an amount that compensates it for such infringements, which should be equal to Bartact's lost profits but 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.

58. Bartact has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Bartact has and will continue to suffer this harm by virtue of each Defendant's infringement of the '301 patent. Defendant's actions have interfered with and will interfere with Bartact's ability to license its technology. The balance of hardships favors Bartact's ability to commercialize its own ideas and technology. The public interest in allowing Bartact to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

## **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 11,794,836**

59. Bartact repeats and re-alleges the allegations in Paragraphs above as though fully set forth in their entirety.

60. The United States Patent and Trademark Office duly issued the '836 patent on October 24, 2023, after full and fair examination of Application No. 18/217,322 which was filed June 30, 2023. A true and correct copy of the '836 patent is attached as **Ex. B**.

61. Bartact owns all substantial rights, interest, and title in and to the '836

patent, including the sole and exclusive right to prosecute this action and enforce the '836 patent against infringers and to collect damages for all relevant times.

62. The claims of the '836 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve upon the function and operation of vehicle seats.

63. The written description of the '836 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

64. Bartact or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '836 patent.

65. Defendant has directly infringed and continues to directly infringe one or more claims of the '836 patent by manufacturing, providing, supplying, using, distributing, selling, or offering to sell the Accused Products.

66. Defendant has directly infringed, either literally or under the doctrine of equivalents, at least claim 1 of the '836 patent.

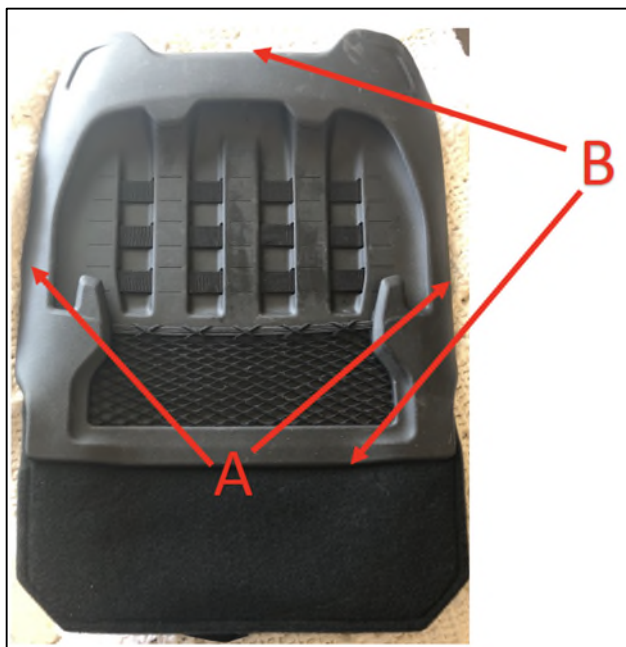
67. For example, Defendant provides a vehicle seat that includes a base

portion and a back portion, wherein the back portion includes a front back portion and a rear back portion.



Source: Seat from a Jeep Wrangler Rubicon

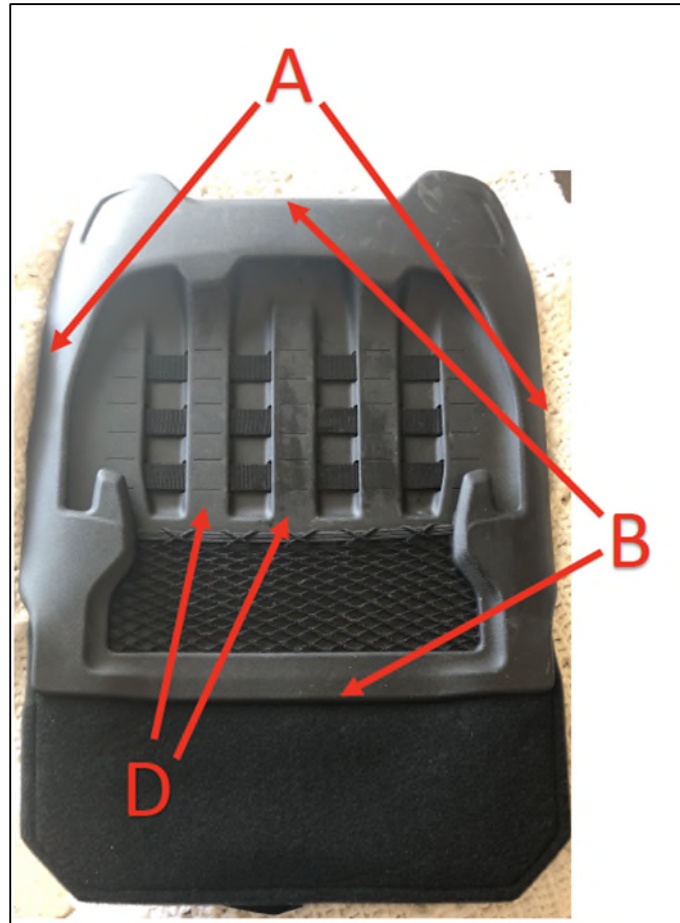
68. Defendant also provides an accessory assembly on the rear back portion, wherein the accessory assembly is secured to the rear back portion by bolts or screws, the accessory assembly including a plastic accessory frame having vertical and horizontal frame edge margins defining a perimeter (A and B), wherein the plastic accessory frame contours to a pre-existing shape of the rear back portion (C).



Source: Seat from a Jeep Wrangler Rubicon

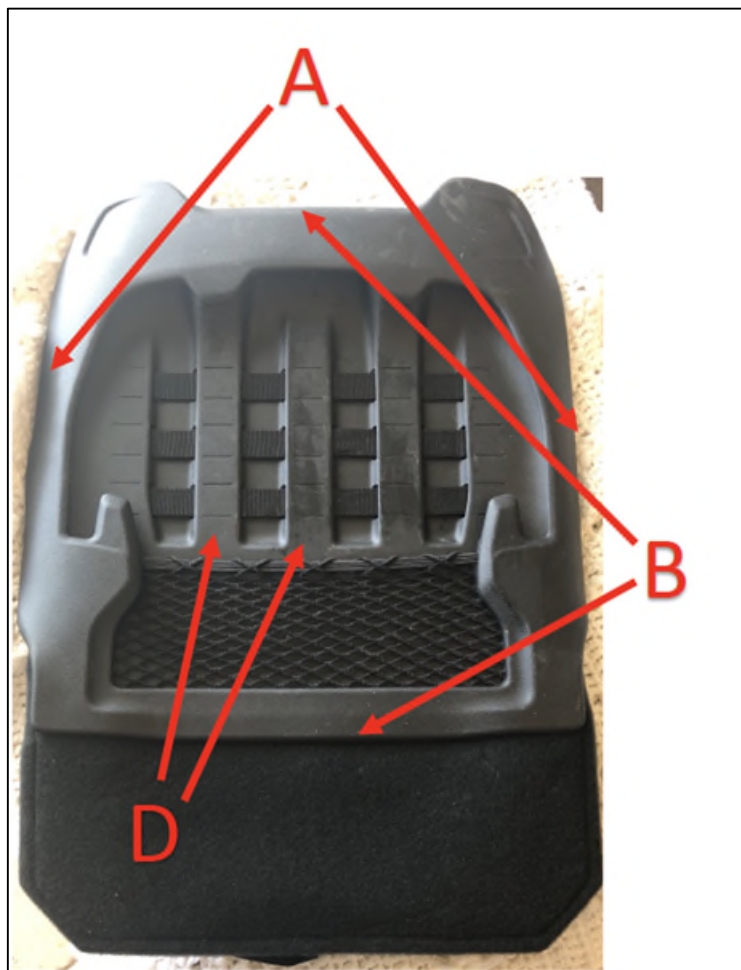
69. Defendant also provides plastic stabilizing components (D) coupled to the plastic accessory frame, each of the plastic stabilizing components (D) having a length extending between the horizontal frame edge margins (B), a width, and a

height, wherein the plastic stabilizing components (D) are spaced apart from one another between the vertical frame edge margins (A).



Source: Seat from a Jeep Wrangler Rubicon

70. Defendant also provides straps (E) coupled to the plastic accessory frame, wherein each of the straps (E) has a length extending between the vertical frame edge margins (A) and behind each of the plastic stabilizing components (D) such that a portion of each of the straps (E) is not visible when the accessory assembly is viewed from the outside of the seat.



Source: Seat from a Jeep Wrangler Rubicon

71. The straps (E) that Defendant provides are spaced apart from one another between the horizontal frame edge margins (B) and are generally cross-wise relative to the plastic stabilizing components (D), and adjacent ones of the straps are spaced apart from one another by a distance of 0.25 inches (6.35 mm) to 4 inches (101.6 mm).





Source: Seat from a Jeep Wrangler Rubicon

72. Since at least the time of receiving this Complaint, Defendant has also indirectly infringed and continues to indirectly infringe the '836 patent by inducing others to directly infringe the '836 patent.

73. Defendant has induced distributors and end-users, including, but not limited to, Defendant's employees, partners, contractors, or customers, to directly infringe, either literally or under the doctrine of equivalents, the '836 patent by providing or requiring use of the Accused Products.

74. Defendant took active steps, directly or through contractual

relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '836 patent, including, for example, claim 1 of the '836 patent.

75. Such steps by Defendant included, among other things, advising or directing personnel, contractors, or end-users to make or use the Accused Products in an infringing manner; advertising and promoting the use of the Accused Products in an infringing manner; or distributing instructions that guide users to use the Accused Products in an infringing manner.

76. Defendant is performing these steps, which constitute induced infringement with the knowledge of the '836 patent and with the knowledge that the induced acts constitute infringement.

77. Defendant is aware that the normal and customary use of the Accused Products by others would infringe the '845 patent.

78. Defendant's inducement is ongoing.

79. Since at least the time of receiving this Complaint, Defendant has also indirectly infringed and continues to indirectly infringe by contributing to the infringement of the '836 patent.

80. Defendant has contributed and continues to contribute to the direct infringement of the '836 patent by its customers, personnel, and contractors.

81. The Accused Products have special features that are specially designed

to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '836 patent, including, for example, claim 1.

82. The special features constitute a material part of the invention of one or more of the claims of the '836 patent and are not staple articles of commerce suitable for substantial non-infringing use.

83. Defendant's contributory infringement is ongoing.

84. Since at least the time of receiving this Complaint, Defendant had knowledge of the '836 patent.

85. Furthermore, on information and belief, Defendant has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Bartact's patent rights.

86. Defendant's actions are at least objectively reckless as to the risk of infringing a valid patent, and this objective risk was either known or should have been known by Defendant.

87. Defendant's direct and indirect infringement of the '836 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Bartact's rights under the '836 patent.

88. Bartact has been damaged as a result of the infringing conduct by Defendant alleged above. Thus, Defendant is liable to Bartact in an amount that

compensates it for such infringements, which should be equal to Bartact's lost profits but 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.

89. Bartact has suffered irreparable harm, through its loss of market share and goodwill, for which there is no adequate remedy at law. Bartact has and will continue to suffer this harm by virtue of each Defendant's infringement of the '836 patent. Defendant's actions have interfered with and will interfere with Bartact ability to license technology. The balance of hardships favors Bartact's ability to commercialize its own ideas and technology. The public interest in allowing Bartact to enforce its right to exclude outweighs other public interests, which supports injunctive relief in this case.

### **JURY DEMAND**

90. Bartact hereby requests a trial by jury on all issues so triable by right.

### **PRAYER FOR RELIEF**

91. Bartact requests that the Court find in its favor and against Defendant, and that the Court grants Bartact the following relief:

a. Judgment that one or more claims of the Asserted Patents have been infringed, either literally or under the doctrine of equivalents, by Defendant or all others acting in concert therewith;

b. A permanent injunction enjoining Defendant and its officers,

directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of the Asserted Patents; or, in the alternative, an award of a reasonable ongoing royalty or Bartact's lost profits for future infringement of the Asserted Patents by such entities.

c. Judgment that Defendant account for and pay to Bartact all damages to and costs incurred by Bartact because of Defendant's infringing activities and other conduct complained of herein;

d. Judgment that Defendant's infringements be found willful, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

e. Pre-judgment and post-judgment interest on the damages caused by Defendant's infringing activities and other conduct complained of herein;

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

g. All other and further relief as the Court may deem just and proper under the circumstances.

Dated: November 14, 2023

Respectfully submitted,

By: /s/ Jordan S. Bolton

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*Attorneys for Plaintiff Trek Armor Inc. d/b/a Bartact, Inc.*

\* Admitted to the Eastern District of Michigan

\*\*Admission to the Eastern District of Michigan forthcoming