

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

**AERO-TECH PTY LTD.,**

**Plaintiff,**

**v.**

**FRICION SWEEPERS  
INTERNATIONAL PTY LTD.,**

**EAGLE & MYSLIK, INC.,**

**BANDIMERE AUTO-PERFORMANCE  
CENTER, Inc., d/b/a BANDIMERE  
SPEEDWAY**

**Defendants.**

**CIVIL ACTION NO.:**

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, AERO-TECH PTY LTD. (“Plaintiff” or “Aerosweep”), by and through undersigned counsel, sues Defendants, FRICION SWEEPERS INTERNATIONAL PTY LTD. (“FSI”), EAGLE & MYSLIK, INC. (“E&M”), AND BANDIMERE AUTO-PERFORMANCE CENTER, INC., d/b/a BANDIMERE SPEEDWAY (“BANDIMERE”) (collectively, “Defendants”), and alleges as follows:

## **THE PARTIES**

1. Plaintiff, Aerosweep, is an Australian private limited company with its principal place of business at 24 Ceylon St, Nunawading, Victoria 3131.
2. Plaintiff Aerosweep designs and sells mechanical friction sweepers (“Sweepers”) and tow couplings in the United States and Internationally. Aerosweep’s Sweepers are pull-behind sweeping mats used for cleaning debris from asphalt, pavement, and turf. Aerosweep’s tow coupling is an industrial product that allows users to connect the Sweepers or other towable loads to a vehicle. The operating mechanism of the tow coupling is the subject matter of United States Patent No. 10,654,326.
3. On information and belief, Defendant FSI is a private limited company formed under the laws of Australia with a principal place of business at 8 Candlebark Ct, Research, Victoria 3095, Australia. FSI conducts business regularly in the United States. Brook William Tozer is the director of FSI.
4. FSI is a manufacturer and seller of Sweepers and tow couplings. FSI sells its goods to distributors through its website, frictionsweepers.com. FSI’s distributors then distribute FSI’s products throughout the United States and in this judicial district.
5. On information and belief, E&M is a corporation formed under the laws of the State of Colorado with a principal place of business at 2869 S. Shoshone Street, Englewood, CO 80110. E&M is registered to do business in the State of Colorado. E&M is a distributor of surface cleaning equipment and airfield equipment.

6. On information and belief, Defendant BANDIMERE is a corporation formed under the laws of the State of Colorado with a principal place of business at 3051 S Rooney Rd Morrison, CO, 80465. BANDIMERE is registered to do business in the State of Colorado. BANDIMERE is a motorsport racing arena that hosts live racing events and also engages in the distribution of surface cleaning equipment.

### **JURISDICTION AND VENUE**

7. Aerosweep incorporates by reference paragraphs 1-6.

8. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. §271, *et seq.*

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§1331 and 1338(a).

10. This Court has personal jurisdiction over Defendant FSI pursuant to due process and/or the Colorado Long Arm Statute because, *inter alia*, (i) FSI has done and continues to regularly do business in the United States and Colorado and (ii) FSI has committed and continues to commit acts of patent infringement in the United States and in the State of Colorado, including offering to sell, and/or selling accused products in Colorado, and/or importing accused products into Colorado, including via the Internet, inducing others to commit acts of patent infringement in Colorado, and/or committing at least a portion of any other infringements alleged herein.

11. This Court has personal jurisdiction over FSI due, *inter alia*, to its systematic contact with this District. FSI has established minimum contacts within the forum such that the exercise of jurisdiction over FSI will not offend traditional notions of fair play and substantial justice.

12. In the alternative, if FSI is not subject to personal jurisdiction in this District, or in any state's courts of general jurisdiction, under the Federal Rules of Civil Procedure 4(k)(2), FSI may still be brought into this Court because this claim arises under federal law, and acts of the defendant in the United States. Thus, the exercise of jurisdiction over FSI is consistent with the United States Constitution.

13. This Court has personal jurisdiction over E&M due, *inter alia*, to its continuous presence in, and systematic contact with, this District and its registration in Colorado. E&M has established minimum contacts within the forum such that the exercise of jurisdiction over E&M will not offend traditional notions of fair play and substantial justice.

14. This Court has personal jurisdiction over BANDIMERE due, *inter alia*, to its continuous presence in, and systematic contact with, this District and its registration in Colorado. BANDIMERE has established minimum contacts within the forum such that the exercise of jurisdiction over BANDIMERE will not offend traditional notions of fair play and substantial justice.

15. Venue is proper in this judicial district under 28 U.S.C. §1391(c)(3), as FSI is not resident of the United States, and thus may be sued in any judicial district.

16. Venue is proper in this judicial district under 28 U.S.C. §1400(b) because FSI's distributors E&M and BANDIMERE, and each of them, have committed acts of infringement in this District, and have each established a place of business in this District.

17. On information and belief, Defendant E&M has a permanent and continuous presence in this District, has committed acts of infringement in this District, and maintains a regular and established place of business in this District.

18. On information and belief, Defendant BANDIMERE has a permanent and continuous presence in this District, has committed acts of infringement in this District, and maintains a regular and established place of business in this District.

19. On information and belief, by registering to conduct business in Colorado and by having facilities where it regularly conducts business in this District, Defendant E&M has a permanent and continuous presence and regular and established place of business in the District of Colorado.

20. On information and belief, by registering to conduct business in Colorado and by having facilities where it regularly conducts business in this District, Defendant BANDIMERE has a permanent and continuous presence and regular and established place of business in the District of Colorado.

**PATENT-IN-SUIT**

21. Aerosweep incorporates by reference paragraphs 1-20.

22. On May 19, 2020, the United States Patent and Trademark Office (“USPTO”) duly and legally issued United States Patent No. 10,654,326 (“the ‘326 Patent” or “Patent-in-Suit”), entitled “Tow Coupling.” The ‘326 Patent is valid and enforceable, and was duly issued in full compliance with Title 35 of the United States Code. A true and correct copy of the ‘326 Patent is attached as **Exhibit A**.

23. The ‘326 Patent was granted from U.S. Patent Application No. 15/737,982, which was filed on December 19, 2017 as a U.S. National Stage Application claiming priority to International Application No. PCT AU2016/050544. PCT AU2016/050544 was filed on June 24, 2016 and claims priority to Australian Provisional Application No. AU2015902479, filed June 26, 2015.

24. Plaintiff Aerosweep is the owner, by assignment of the ‘326 Patent and by operation of Australian law.

25. Inventor Warwick Brook Tozer executed an assignment of his rights in the ‘326 Patent on January 31, 2018. A true and correct copy of the assignment abstract displayed by the United States Patent and Trademark Office is attached as **Exhibit B**.

26. Inventor Cameron Ronald Tozer is the son of inventor Warwick Brook Tozer. Cameron Ronald Tozer was an employee of Aerosweep at the time of invention of the ‘326 Patent. Under Australian Patents Act 1990 §15(1)(b) and applicable

Australian case law, Cameron Ronald Tozer's patent rights in the '326 Patent belong to Aerosweep.

27. Aerosweep holds all right, title, and interest in and to the '326 Patent, including the right to bring this suit and recover damages for infringement thereof.

28. The '326 Patent is directed to, among other things, a tow coupling for fitting to an axially extending ball coupling mountable to a vehicle such that the axis of the ball coupling is upright with a ball of the ball coupling upper-most.

29. In particular, claim 1 of the '326 Patent recites:

an engagement part for engagement with the tow ball,  
a load coupling for coupling to a load to be towed, and  
a tow element interconnecting the engagement part and the load coupling and pivotally connected to the engagement part and to the load coupling,

latching means for latching the engagement part in said engagement with the tow ball, said latching means for latching the engagement part in said engagement with the tow ball whereby to substantially confine movement of the coupling part when engaged with the tow ball to movement about said axis,

interconnections between the load coupling and the tow element and between the engagement part and the tow element permitting pivoting, about transverse axes, between the load coupling and the tow element and between the engagement part and the tow element, and

a positioning structure for positioning the tow element in a settable pivotal position with respect to the engagement part such that, when the engagement part is coupled to interconnect said vehicle and load, the pivotal position of the interconnection between the tow element and the load coupling is settable in the upright direction.

30. In particular, claim 17 of the '326 Patent recites:

A tow coupling having an engagement part for engaging an upright ball coupling of a tow vehicle, to substantially confine movement of the tow

coupling to movement about an upright axis of the ball coupling, a tow element pivotally connected to the engagement part and pivotally connected to an engagement structure connecting the tow element to a load to be towed, and positioning structure for positioning the engagement structure at a selectable vertical position when the engagement part is engaged with the ball coupling.

31. In particular, claim 19 of the '326 Patent recites:

A vehicle having attached thereto a tow coupling for coupling a debris collection device to the vehicle for towing the debris collection device over a ground surface to collect debris from the ground surface, the tow coupling having a tow element pivotally mounted with respect to the vehicle in a manner substantially limiting pivotal movement of the tow element to movement about a vertical axis, the tow coupling having, at an end of the tow element remote from the vehicle, a load coupling for connection to the debris collection device, the tow coupling having positioning structure for positioning the tow element vertically, whereby to selectively set the vertical position of the load coupling.

32. In particular, claim 29 of the '326 Patent recites:

A vehicle having attached thereto a tow coupling for coupling a load to the vehicle for towing the load over a ground surface, the tow coupling having a tow element pivotally mounted with respect to the vehicle in a manner substantially limiting pivotal movement of the tow element to movement about a vertical axis, the tow coupling having, at an end of the tow element remote from the vehicle, a load coupling for connection to the load, the tow coupling having positioning structure for positioning the tow element vertically, whereby to selectively set the vertical position of the load coupling.

**DEFENDANT FSI'S RELATIONSHIP WITH BROOK WILLIAM TOZER**

33. Aerosweep incorporates by reference paragraphs 1-32.

34. Brook William Tozer is another son of inventor Warwick Brook Tozer, and is the current director of FSI.



35. Brook William Tozer was formerly an employee of Plaintiff from March 2005 – October 2016. Brook William Tozer’s duties during his employment included sales and business development related to several Aerosweep products.

36. Brook William Tozer was formerly a shareholder of Plaintiff from March 10, 2005 – August 16, 2021. During this time, Brook William Tozer’s ownership interest in Plaintiff was as much as 25% of the company.

37. Defendant FSI was first registered under the Australian Business Register on January 25, 2018.

38. Brook William Tozer left the employ of Plaintiff in October 2016.

39. On information and belief, Brook William Tozer is a co-founder of Defendant FSI and continues to work in his capacity as director and co-founder of Defendant FSI.

40. On information and belief, this work includes sharing Brook William Tozer’s knowledge of mechanical friction sweepers and tow coupling devices such as the ones described in the ‘326 Patent.

41. On information and belief, Defendant FSI became aware of the ‘326 Patent through Brook William Tozer at least as early as the grant date of the ‘326 Patent, May 19, 2020. Plaintiff and Defendant FSI are major competitors in a highly competitive industry where competitors closely monitor each other's new products and technology. Brook William Tozer was aware that Plaintiff Aerosweep was seeking a US patent for the

invention disclosed in the application that became the '326 Patent. A reasonable opportunity for discovery will likely provide evidentiary support for the fact that Defendant FSI had earlier knowledge of the '326 Patent.

### **DEFENDANT FSI'S INFRINGING PRODUCTS**

42. Aerosweep incorporates by reference paragraphs 1-41.

43. Defendant FSI advertises on its website a line of products for mechanical friction sweeping, including, for example, the FOD Commander. The FOD Commander is a mechanical friction sweeper for cleaning debris on airports and military bases.

44. Defendant FSI sells a tow coupling (the "FSI Tow Coupling") together with the FOD Commander to enable the FOD Commander to be towed behind a vehicle during operation of the FOD Commander.

45. On information and belief, the FSI Tow Coupling is also sold with other mechanical friction sweeper products sold by FSI as an accessory for use with those products.

46. Defendant FSI advertises the FOD Commander attached to a vehicle using a tow coupling. **Exhibit C** is a screenshot taken on August 28, 2024, of Defendant's website, <https://frictionsweepers.com/aviation/>, showing the Product with the tow coupling.

47. As described in more detail below, Defendant FSI has infringed, and is still

infringing at least claims 1, 17, 19, and 29 of the '326 Patent through, at minimum, the making, using, offering for sale, licensing, and/or selling the Product in the United States.

48. **Exhibit D** to this Complaint is a claim mapping chart describing a non-limiting example of FSI's infringement of claim 1 of the '326 Patent, based on Plaintiff's current information and belief. Plaintiff makes this preliminary and exemplary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its contentions based on additional information obtained through discovery or otherwise, pursuant to the Federal Rules of Civil Procedure, to this Court's Local Rules and any applicable Patent Local Rules, and/or as is otherwise appropriate.

49. The FSI Tow Coupling is a tow coupling for fitting to an axially extending ball coupling mountable to a vehicle such that the axis of the ball coupling is upright with a ball of the ball coupling uppermost.

50. The FSI Tow Coupling includes an engagement part for engagement with the tow ball.

51. The FSI Tow Coupling includes a load coupling for coupling to a load to be towed.

52. The FSI Tow Coupling includes a tow element interconnecting the engagement part and the load coupling and pivotally connected to the engagement part and to the load coupling.

53. The FSI Tow Coupling includes latching means for latching the engagement part in said engagement with the tow ball.

54. The FSI Tow Coupling includes said latching means for latching the engagement part in said engagement with the tow ball whereby to substantially confine movement of the coupling part when engaged with the tow ball to movement about said axis.

55. The FSI Tow Coupling includes interconnections between the load coupling and the tow element and between the engagement part and the tow element permitting pivoting, about transverse axes, between the load coupling and the tow element and between the engagement part and the tow element.

56. The FSI Tow Coupling includes a positioning structure for positioning the tow element in a settable pivotal position with respect to the engagement part such that, when the engagement part is coupled to interconnect said vehicle and load, the pivotal position of the interconnection between the tow element and the load coupling is settable in the upright direction.

57. **Exhibit E** to this Complaint is a claim mapping chart describing a non-limiting example of FSI's infringement of claim 17 of the '326 Patent, based on Plaintiff's current information and belief. Plaintiff makes this preliminary and exemplary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment,

supplement, and revise its contentions based on additional information obtained through discovery or otherwise, pursuant to the Federal Rules of Civil Procedure, to this Court's Local Rules and any applicable Patent Local Rules, and/or as is otherwise appropriate.

58. The FSI Tow Coupling is a tow coupling having an engagement part for engaging an upright ball coupling of a tow vehicle.

59. The FSI Tow Coupling includes the structure of paragraph 56 to substantially confine movement of the tow coupling to movement about an upright axis of the ball coupling,

60. The FSI Tow Coupling includes a tow element pivotally connected to the engagement part and pivotally connected to an engagement structure connecting the tow element to a load to be towed.

61. The FSI Tow Coupling includes a positioning structure for positioning the engagement structure at a selectable vertical position when the engagement part is engaged with the ball coupling.

62. **Exhibit F** to this Complaint is a claim mapping chart describing a non-limiting example of FSI's infringement of claim 19 of the '326 Patent, based on Plaintiff's current information and belief. Plaintiff makes this preliminary and exemplary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its contentions based on additional information obtained through

discovery or otherwise, pursuant to the Federal Rules of Civil Procedure, to this Court's Local Rules and any applicable Patent Local Rules, and/or as is otherwise appropriate. **Exhibit G** is attached to this complaint as the Product's Instruction Manual located on the website of FSI distributor Sherwin Industries, Inc: [https://sherwinindustries.com/wp-content/uploads/2022/12/FOD\\_Commander\\_Manual.pdf](https://sherwinindustries.com/wp-content/uploads/2022/12/FOD_Commander_Manual.pdf). Sherwin Industries, Inc. is not a party to this Complaint, but on information and belief is a regional distributor of the FOD Commander and the FSI Tow Coupling similar to defendants E&M and BANDIMERE.

63. According to Defendant FSI's usage instructions for the FSI Tow Coupling, the FSI Tow Coupling is to be used with a vehicle having attached thereto a tow coupling for coupling a debris collection device to the vehicle for towing the debris collection device over a ground surface to collect debris from the ground surface. Usage of the FSI Tow Coupling by Defendant FSI's customers and end users in this manner results in direct infringement of the '326 Patent by such customers and end users.

64. The FSI Tow Coupling includes the tow coupling having a tow element pivotally mounted with respect to the vehicle in a manner substantially limiting pivotal movement of the tow element to movement about a vertical axis.

65. The FSI Tow Coupling includes the tow coupling having, at an end of the tow element remote from the vehicle, a load coupling for connection to the debris collection device.

66. The FSI Tow Coupling includes the tow coupling having positioning structure for positioning the tow element vertically, whereby to selectively set the vertical position of the load coupling.

67. **Exhibit H** to this Complaint is a claim mapping chart describing a non-limiting example of FSI's infringement of claim 29 of the '326 Patent, based on Plaintiff's current information and belief. Plaintiff makes this preliminary and exemplary identification of infringing products and infringed claims without the benefit of discovery or claim construction in this action, and expressly reserves the right to augment, supplement, and revise its contentions based on additional information obtained through discovery or otherwise, pursuant to the Federal Rules of Civil Procedure, to this Court's Local Rules and any applicable Patent Local Rules, and/or as is otherwise appropriate.

68. According to Defendant FSI's usage instructions for the FSI Tow Coupling, the FSI Tow Coupling is to be used with a vehicle having attached thereto a tow coupling for coupling a load to the vehicle for towing the load over a ground surface. Usage of the FSI Tow Coupling by Defendant FSI's customers and end users in this manner results in direct infringement of the '326 Patent by such customers and end users.

69. The FSI Tow Coupling includes the tow coupling having a tow element pivotally mounted with respect to the vehicle in a manner substantially limiting pivotal movement of the tow element to movement about a vertical axis.

70. The FSI Tow Coupling includes the tow coupling having, at an end of the

tow element remote from the vehicle, a load coupling for connection to the load.

71. The FSI Tow Coupling includes the tow coupling having positioning structure for positioning the tow element vertically, whereby to selectively set the vertical position of the load coupling.

### **RETAIL STORES' INFRINGEMENT**

72. Plaintiff incorporates by reference paragraphs 1-71.

73. On information and belief, FSI partners with a number of third-party distributors in the United States to sell the FSI Tow Coupling through online and brick-and-mortar channels of commerce. These retail partners purchase FSI's Products wholesale as inventory to sell in their own stores.

74. On information and belief, FSI's retail partners include, for example, Defendants E&M and BANDIMERE.

75. On information and belief, Defendant E&M sells and offers for sale FSI's products, including the FOD Commander and the FSI Tow Coupling. **Exhibit I** to this Complaint shows a screenshot taken on August 28, 2024, of a web page maintained and operated by and for the benefit of Defendant E&M, namely, [www.eagle-myslik.com/fodcommander](http://www.eagle-myslik.com/fodcommander).

76. The web page shown in **Exhibit I** indicates that Defendant E&M sells, offers for sale, and has sold and offered for sale the FOD Commander and FSI Tow



Coupling online or at its retail store location.

77. On information and belief, this infringing sale and offer for sale dates back at least as far as December 6, 2022. **Exhibit J** to this Complaint shows an archived screen capture taken on August 28, 2024 of the same URL, [www.eagle-myslik.com/fodcommander](http://www.eagle-myslik.com/fodcommander) as captured by the WaybackMachine, <https://web.archive.org/web/20221206073658/www.eagle-myslik.com/fodcommander>.

78. On information and belief, Defendant BANDIMERE offers for sale at least one or more of Defendant FSI's Products, including the FSI Tow Coupling. **Exhibit K** to this Complaint is a screenshot captured on August 28, 2024 of Defendant FSI's web page, <https://frictionsweepers.com/distributors/>, naming Larry Crispe as a distributor of FSI's products.

79. On information and belief, Larry Crispe acts as an agent for BANDIMERE by and through his employment. **Exhibit L** of this Complaint is a screenshot taken on August 28, 2024, of the BANDIMERE website listing Larry Crispe as a manager and member of the BANDIMERE Executive Team. <https://bandimere.com/contact-us/>.

## **COUNT I**

### **(Direct Infringement of The '326 Patent)**

80. Aerosweep incorporates by reference paragraphs 1-79.

81. The '326 Patent is valid and enforceable.

82. Defendant FSI has infringed, and continues to infringe, one or more claims of the ‘326 Patent under 35 U.S.C. §271, either literally and/or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, products encompassed by those claims, including the FSI Tow Coupling.

83. On information and belief, Brook William Tozer, as a shareholder and manager of Aerosweep during the invention of the ‘326 Patent, had knowledge of and notice of the subject matter of the ‘326 Patent at least as early as June 26, 2015, the priority date of the ‘326 Patent.

84. On information and belief, FSI, by way of Brook William Tozer’s involvement as an executive, had knowledge of the subject matter of the ‘326 Patent at least as early as FSI’s registration under the Australian Business Register on January 25, 2018. At the very latest, FSI had knowledge of the ‘326 Patent when the ‘326 Patent granted on May 19, 2020.

85. Defendant FSI and Plaintiff Aerosweep are major competitors in a highly competitive industry where competitors closely monitor each other's new products, technology developments, and patents. On information and belief, before Defendant FSI launched the FSI Tow Coupling on the market, it knew of the ‘326 Patent from its routine monitoring of Aerosweep's new patents and its co-founder Brook William Tozer’s previous and substantial involvement in Aerosweep’s

patent development. A reasonable opportunity for discovery will likely provide evidentiary support for this fact.

86. For the reasons set forth above, Defendant FSI knew of the '326 Patent before the service of this Complaint, infringed the '326 Patent after it knew of the '326 Patent, and knew, or should have known, that the FSI Tow Coupling infringed the '326 Patent. A reasonable opportunity for discovery will likely provide further evidentiary support for such knowledge.

87. For the above-stated reasons, Defendant FSI's infringement of the '326 Patent is willful, justifying an award of enhanced damages of treble the amount found or assessed under 35 U.S.C. § 284.

88. Defendants E&M and BANDIMERE have infringed, and continue to infringe, one or more claims of the '326 Patent under 35 U.S.C. §271, either literally and/or under the doctrine of equivalents, by using, selling, and/or offering for sale in the United States, and/or importing into the United States, products encompassed by those claims, including the FSI Tow Coupling.

89. Aerosweep has been and continues to be damaged by Defendants' infringement of the '326 Patent and will suffer irreparable injury unless the infringement is enjoined by this Court.

## **COUNT II**

### **(Contributory Infringement As To Defendant FSI)**

90. Aerosweep incorporates by reference paragraphs 1-89.

91. On information and belief, Defendant FSI has been, and currently is, contributorily infringing at least claims 19 and 29 of the '326 Patent in violation of 35 U.S.C. § 271 (c) by offering for sale and selling in this judicial district and throughout the United States the FSI Tow Coupling, which embodies a product that is material to practicing the method of claims 19 and 29 of the '326 Patent, has no substantial non-infringing uses, and is known by Defendant FSI to be especially made or especially adapted for use in practicing the patented claims.

92. On information and belief, including a reasonable investigation conducted on behalf of Plaintiff into the uses of the FSI Tow Coupling, and based on a review of Defendant FSI's marketing and instructional material (**Exhibit G**) for the FSI Tow Coupling, there is no substantial non-infringing use for the FSI Tow Coupling. For example, Defendant FSI's usage instructions instruct the user how to use the FSI Tow Coupling to carry out the apparatus of claims 19 and 29 of the '326 Patent, stating as follows:

The FOD COMMANDER Quick Hitch holds the sweeper to the tarmac and tracks it behind the vehicle.

- Ensure the mid strut is unattached to the main strut.
- Install coupler head of Quick Hitch over tow point [fig 1].
- Install locking pin to secure coupler head.

- Measure hitch height from the ground – see diagram below.
- Set mid-strut in corresponding hole position to create firm downward pressure.

93. The user manual (**Exhibit G**) does not contain instructions for any use of the FSI Tow Coupling other than in the performance of vehicle claims 19 and 29 of the ‘326 Patent. A reasonable opportunity for discovery will likely provide further evidentiary support for the fact that the FSI Tow Coupling has no substantial non-infringing use.

94. The FSI Tow Coupling is known by Defendant FSI to be especially made or especially adapted for use in practicing the patented claims. As set forth in paragraph 41, Defendant FSI has knowledge of the patent-in-suit. As set forth in paragraphs 62 and 68, Defendant FSI instructs its customers and end users of the FSI Tow Coupling to use the FSI Tow Coupling to practice claims 19 and 29 of the ‘326 Patent and provides no instructions on how to use the FSI Tow Coupling in any other manner.

### **COUNT III**

#### **(Inducement of Infringement As To Defendant FSI)**

95. Aerosweep incorporates by reference paragraphs 1-94.

96. On information and belief, Defendant FSI has been, and currently is, inducing infringement of at least claims 19 and 29 of the patent-in-suit in violation of 35

U.S.C. § 271(b), by knowingly encouraging and instructing others, including its customers and end users of the FSI Tow Coupling, to directly infringe the patent-in-suit. Defendant FSI provides usage instructions to its customers and end users of the FSI Tow Coupling on how to use and operate the FSI Tow Coupling to perform claims 19 and 29 of the '326 Patent, with knowledge of the '326 Patent, with knowledge or willful blindness that such use by its customers and end users directly infringes the '326 Patent, and with the intent of inducing customers and end users to infringe at least claims 19 and 29 of the '326 Patent. A reasonable opportunity for discovery will likely provide further evidentiary support for such knowledge and intent.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Aerosweep prays for judgment as follows:

- A. That the Patent-in-Suit is valid and enforceable;
- B. That Defendants have infringed one or more claims of the Patent-in-Suit;
- C. That Defendant FSI's infringement of the Patent-in-Suit has been willful;
- D. That Aerosweep be awarded all damages adequate to compensate it for

Defendants' past infringement and any continuing or future infringement of the Patent-in-Suit up until the date such judgment is entered, including pre- and post-judgment interest, costs, and disbursements as justified under 35 U.S.C. §284;

E. That any award of damages be enhanced under 35 U.S.C. §284 as a result of FSI's willful infringement;

F. That Defendants be ordered to provide an accounting for the damages resulting from the infringement of the Patent-in-Suit, together with interest and costs, and all other damages permitted by 35 U.S.C. §284, including an accounting for infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales;

G. That Aerosweep be awarded a preliminary and permanent injunction that restrains and enjoins Defendants, their officers, employees, agents, servants, parents, subsidiaries, successors, assigns, and all those in privity, concert or participation with them from directly or indirectly infringing the '326 Patent;

H. That Aerosweep be awarded costs and reasonable attorneys' fees relating to this action pursuant to 35 U.S.C. § 285; and

I. That Aerosweep be awarded such other and further relief at law or equity as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff Aerosweep hereby demands a trial by jury on all issues so triable.

Dated: Oct 1, 2024

Respectfully submitted,

*/s/ Todd A. Sullivan*

Todd A. Sullivan

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**Attorney for Plaintiff**

**AERO-TECH PTY LTD.**