

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
FAYETTEVILLE DIVISION**

CAMELBAK PRODUCTS, LLC,

Plaintiff,

vs.

ZAK DESIGNS, INC.,

Defendant.

Case No.: 5:21-cv-05109-PKH

**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff CamelBak Products, LLC (“CamelBak” or “Plaintiff”), for its complaint for patent infringement against Defendant Zak Designs, Inc. (“Zak” or “Defendant”), states as follows:

**PARTIES**

1. Plaintiff CamelBak is a Delaware limited liability company with its principal place of business located at 2000 S. McDowell Blvd., Suite 200, Petaluma, California 94954.
2. Upon information and belief, Defendant Zak is a Washington corporation with its principal place of business in the State of Washington.
3. Upon information and belief, Defendant Zak has a place of business at 502 SE J St., Bentonville, Arkansas 72712.

**JURISDICTION AND VENUE**

4. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code §§ 271 and 281, *et seq.* This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).
5. This Court has personal jurisdiction over Defendant at least because Defendant has purposefully availed itself of the privileges, rights and benefits of the laws of the state of Arkansas and this District, including by regularly and continuously conducting business in this District and

maintaining a regularly established place of business at 502 SE J St., Bentonville, Arkansas 72712. Defendant ships, distributes, offers for sale, sells, and/or advertises (including through its web pages) its products and services within Arkansas, and this District.

6. In addition, this Court has personal jurisdiction over Defendant because Defendant has committed and continues to commit infringing acts causing damage in this District by making, selling, offering for sale, and/or using products that infringe United States Patent No. 9,463,911, United States Patent No. 9,782,028, United States Patent No. 9,820,595, United States Patent No. 10,165,879, United States Patent No. 10,542,833, and United States Patent No. 10,676,255 (collectively, the “Patents-in-Suit”), and by placing such products into the stream of commerce with the expectation that they will be purchased and/or used by third-party re-sellers and/or by end-consumers in the Western District of Arkansas.

7. Venue is proper in this Court under 28 U.S.C. § 1400(b) because Defendant has a regular and established place of business in this District, and Defendant has committed and continues to commit infringing acts in this District by making, selling, offering for sale, using, and/or importing products that infringe the Patents-in-Suit.

### **FACTUAL ALLEGATIONS**

#### **CamelBak and the Patents-in-Suit**

8. CamelBak is a world-leading maker of hydration solutions. CamelBak has decades of experience designing and manufacturing unique and innovative, high-quality hydration products, including hydration packs, water reservoirs, and water bottles. CamelBak invests heavily in research and development to improve its hydration products and the features thereof. To protect its innovations, CamelBak seeks and obtains patent protection for its innovative hydration features.

9. On October 11, 2016, the United States Patent and Trademark Office duly and legally issued United States Patent No. 9,463,911 (the “’911 Patent”), entitled “Drink Bottles,” and naming Robert Choi, Barley A. Forsman, and Jeremy Galten as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’911 Patent. The ’911 Patent is valid and enforceable. A true and correct copy of the ’911 Patent is attached as Exhibit A.

10. On October 10, 2017, the United States Patent and Trademark Office duly and legally issued United States Patent No. 9,782,028 (the “’028 Patent”), entitled “Drink Containers,” and naming Jeff Davies and Derek Gavin Sullivan as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’028 Patent. The ’028 Patent is valid and enforceable. A true and correct copy of the ’028 Patent is attached as Exhibit B.

11. On November 21, 2017, the United States Patent and Trademark Office duly and legally issued United States Patent No. 9,820,595 (the “’595 Patent”), entitled “Drink Containers,” and naming Jeff Davies and Derek Gavin Sullivan as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’595 Patent. The ’595 Patent is valid and enforceable. A true and correct copy of the ’595 Patent is attached as Exhibit C.

12. On January 1, 2019, the United States Patent and Trademark Office duly and legally issued United States Patent No. 10,165,879 (the “’879 Patent”), entitled “Drink Containers,” and naming Jeff Davies and Derek Gavin Sullivan as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’879 Patent. The ’879 Patent is valid and enforceable. A true and correct copy of the ’879 Patent is attached as Exhibit D.

13. On January 28, 2020, the United States Patent and Trademark Office duly and legally issued United States Patent No. 10,542,833 (the “’833 Patent”), entitled “Drink Containers,” and naming Jeff Davies and Derek Gavin Sullivan as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’833 Patent. The ’833 Patent is valid and enforceable. A true and correct copy of the ’833 Patent is attached as Exhibit E.

14. On June 9, 2020, the United States Patent and Trademark Office duly and legally issued United States Patent No. 10,676,255 (the “’255 Patent”), entitled “Drink Bottles,” and naming Robert Choi, Barley A. Forsman, and Jeremy Galten as inventors. CamelBak is the owner by assignment from the named inventors of the entire right, title and interest in the ’255 Patent. The ’255 Patent is valid and enforceable. A true and correct copy of the ’255 Patent is attached as Exhibit F.

15. CamelBak maintains a virtual patent list available at [www.camelbak.com/patents](http://www.camelbak.com/patents), which identifies CamelBak water bottles covered by the ’911, ’028, ’595, and ’879 Patents. CamelBak’s corresponding water bottles have been appropriately marked with a virtual patent marking that directs to this web page.

### **Defendant and the Accused Products**

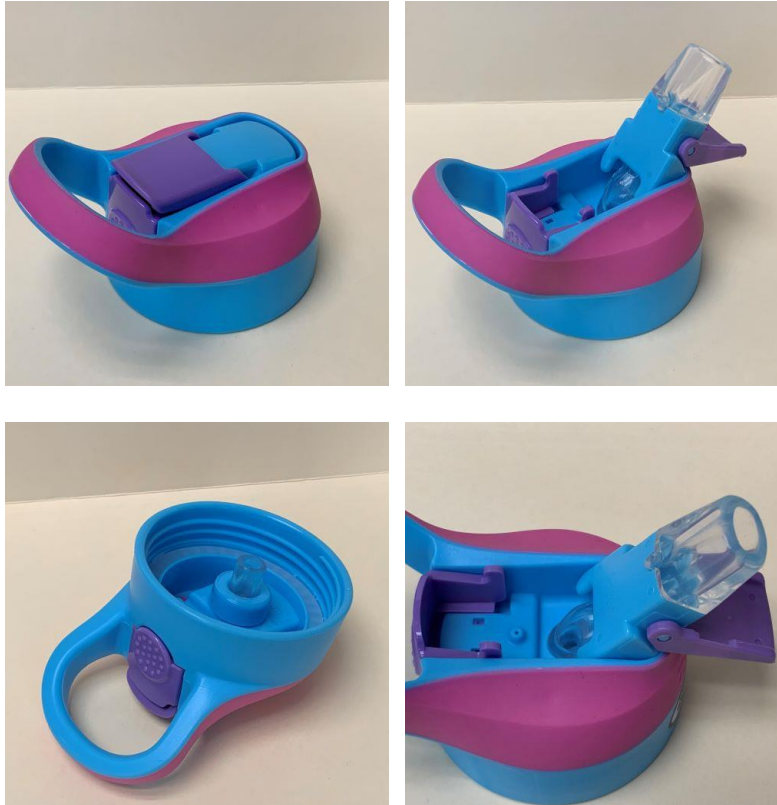
16. Defendant is a direct competitor of CamelBak that also sells water bottles.

17. Defendant has and is making, using, selling, offering to sell, and/or importing into the United States water bottles that infringe the claimed subject matter of the Patents-in-Suit.

18. The infringing water bottles include, without limitation, the following: Defendant’s Riverside I, Riverside II, Genesis, Park I, and Park II products (collectively, the “Accused

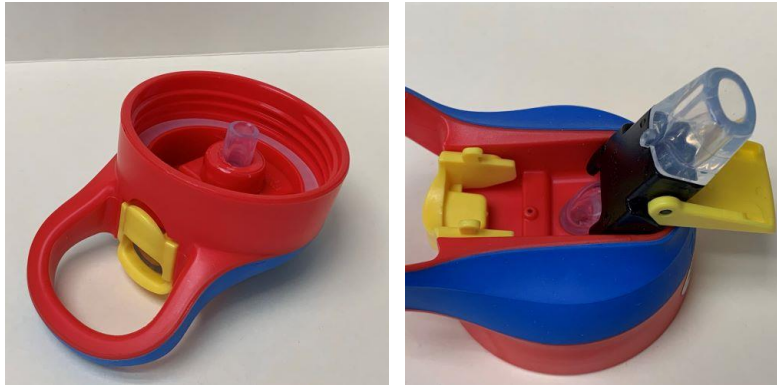
Products”). Images of representative samples of the lids of the Accused Products are provided below:

a. Riverside I



b. Riverside II





c. Genesis







d. Park I



e. Park II



19. Defendant has made and/or continues to make, use, sell, offer for sale, and/or import the Accused Products into the United States without authorization or license from CamelBak.

20. Defendant also sells the Accused Products in a supply chain, which includes one or more third-party retailers that re-sell the Accused Products to end-consumers. For example, one of these third-party retailers is WalMart, Inc., whose corporate headquarters is located at Walmart Headquarters 702 S.W. 8th St. Bentonville, Arkansas 72716. Moreover, Defendant also advertises, encourages, or otherwise instructs consumers to purchase the Accused Products. Defendant also has made and/or continues to make, use, sell, offer for sale, and/or import infringing components of the Accused Products (*e.g.* replacement lids) that materially contribute to infringement of the Patents-in-Suit. Defendant's infringing components constitute material parts of the inventions claimed in the Patents-in-Suit, and are not staple articles or commodities of commerce suitable for substantial non-infringing use. Thus, Defendant has and continues to engage in a pattern of conduct intended to induce and/or contribute to actions by others to infringe the Patents-in-Suit.

#### **The Parties' Communications**

21. On November 7, 2018, CamelBak notified Defendant that some of its water bottles infringe some of the Patents-in-Suit. The parties exchanged numerous letters and engaged in discussions throughout 2018, 2019, 2020, and 2021 in an effort to reach an amicable agreement. Those efforts were unsuccessful, forcing CamelBak to initiate this action.

#### **COUNT I – INFRINGEMENT OF U.S. PATENT NO. 9,463,911**

22. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

23. Defendant's Accused Products, including at least its Riverside I water bottle, infringe at least claim 14 of the '911 Patent under at least 35 U.S.C. § 271(a) and (b).



24. Upon information and belief, Defendant has directly infringed one or more claims of the '911 Patent, including at least claim 14, through the manufacture, use, sale, offer for sale, and/or importation into the United States of the Accused Products, including at least its Riverside I water bottle. For example, the Riverside I water bottle includes all of the limitations of claim 14 of the '911 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 14 of the '911 Patent is attached as Exhibit G.

25. Defendant has had actual knowledge of the '911 Patent at least as of the date it received correspondence from CamelBak dated November 7, 2018.

26. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '911 Patent by marketing and selling its Riverside I water bottle, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Riverside I water bottles, which embody one or more of the inventions claimed in the '911 Patent.

27. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '911 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Riverside I water bottle. Defendant's replacement lids for its Riverside I water bottle constitute a material part of the inventions claimed in the '911 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Riverside I water bottle that infringes the '911 Patent, and the replacement lid for the Riverside I water bottle is not a staple article or commodity of commerce suitable for substantial non-infringing use.

28. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 14 of the '911 Patent under at least 35 U.S.C. § 271(a), (b), and (c).

29. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

30. Upon information and belief, having known about the '911 Patent and its infringement thereof since at least November 7, 2018, Defendant has continued its infringement of the '911 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.

31. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

32. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

33. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

#### **COUNT II – INFRINGEMENT OF U.S. PATENT NO. 9,782,028**

34. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

35. Defendant's Accused Products, including at least its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles, infringe at least claim 1 of the '028 Patent under at least 35 U.S.C. § 271(a) and (b).

36. Upon information and belief, Defendant has directly infringed one or more claims of the '028 Patent, including at least claim 1, through the manufacture, use, sale, offer for sale, and/or importation into the United States of the Accused Products, including at least its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles. For example, the Riverside I water bottle includes all of the limitations of claim 1 of the '028 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 1 of the '028 Patent is attached as Exhibit H.

37. Defendant has had actual knowledge of the '028 Patent at least as of the date it received CamelBak's November 7, 2018 correspondence.

38. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '028 Patent by marketing and selling its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles, which embody one or more of the inventions claimed in the '028 Patent.

39. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '028 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles. Defendant's replacement lids for its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles constitute a material part of the inventions claimed in the

'028 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Riverside I, Riverside II, Genesis, Park I, and Park II water bottles that infringe the '028 Patent, and the replacement lids for the Riverside I, Riverside II, Genesis, Park I, and Park II water bottles are not a staple article or commodity of commerce suitable for substantial non-infringing use.

40. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 1 of the '028 Patent under at least 35 U.S.C. § 271(a), (b), and (c).

41. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

42. Upon information and belief, having known about the '028 Patent and its infringement thereof since at least November 7, 2018, Defendant has continued its infringement of the '028 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.

43. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

44. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

45. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

**COUNT III – INFRINGEMENT OF U.S. PATENT NO. 9,820,595**

46. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

47. Defendant's Accused Products, including at least its Genesis, Riverside I, and Riverside II water bottles, infringe at least claim 14 of the '595 Patent under at least 35 U.S.C. § 271(a) and (b).

48. Upon information and belief, Defendant has directly infringed one or more claims of the '595 Patent, including at least claim 14, through the manufacture, use, sale, offer for sale, and/or importation into the United States of the Accused Products, including at least its Genesis, Riverside I, and Riverside II water bottles. For example, the Riverside I water bottle includes all of the limitations of claim 14 of the '595 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 14 of the '595 Patent is attached as Exhibit I.

49. Defendant has had actual knowledge of the '595 Patent at least as of the date it received CamelBak's November 7, 2018 correspondence.

50. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '595 Patent by marketing and selling its Genesis, Riverside I, and Riverside II water bottles, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Genesis, Riverside I, and Riverside II water bottles, which embody one or more of the inventions claimed in the '595 Patent.

51. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '595 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Genesis, Riverside I, and Riverside II water bottles. Defendant's replacement lids for its Genesis, Riverside I, and Riverside II water bottles constitute a material part of the inventions claimed in the '595 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Genesis, Riverside I, and Riverside II water bottles that infringe the '595 Patent, and the replacement lids for the Genesis, Riverside I, and Riverside II water bottles are not a staple article or commodity of commerce suitable for substantial non-infringing use.

52. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 14 of the '595 Patent under at least 35 U.S.C. § 271(a), (b), and (c).

53. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

54. Upon information and belief, having known about the '595 Patent and its infringement thereof since at least November 7, 2018, Defendant has continued its infringement of the '595 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.



55. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

56. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

57. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

#### **COUNT IV – INFRINGEMENT OF U.S. PATENT NO. 10,165,879**

58. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

59. Defendant's Accused Products, including at least its Riverside I and Riverside II water bottles, infringe at least claim 1 of the '879 Patent under at least 35 U.S.C. § 271(a) and (b).

60. Upon information and belief, Defendant has directly infringed one or more claims of the '879 Patent, including at least claim 1, through the manufacture, use, sale, offer for sale, and/or importation into the United States of the Accused Products, including at least its Riverside I and Riverside II water bottles. For example, the Riverside I water bottle includes all of the limitations of claim 1 of the '879 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 1 of the '879 Patent is attached as Exhibit J.

61. Defendant has had actual knowledge of the '879 Patent at least as of the date it received correspondence from CamelBak dated December 30, 2019.

62. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '879 Patent by marketing and selling its Riverside and Riverside II water bottles, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Riverside I and Riverside II water bottles, which embody one or more of the inventions claimed in the '879 Patent.

63. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '879 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Riverside I and Riverside II water bottles. Defendant's replacement lids for its Riverside I and Riverside II water bottles constitute a material part of the inventions claimed in the '879 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Riverside I and Riverside II water bottles that infringe the '879 Patent, and the replacement lids for the Riverside I and Riverside II water bottles are not a staple article or commodity of commerce suitable for substantial non-infringing use.

64. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 1 of the '879 Patent under at least 35 U.S.C. § 271(a), (b), and (c).

65. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

66. Upon information and belief, having known about the '879 Patent and its infringement thereof since at least December 30, 2019, Defendant has continued its infringement of the '879 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.

67. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

68. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

69. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

**COUNT V – INFRINGEMENT OF U.S. PATENT NO. 10,542,833**

70. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

71. Defendant's Accused Products, including at least its Riverside I and Riverside II water bottles, infringe at least claim 1 of the '833 Patent under at least 35 U.S.C. § 271(a) and (b).

72. Upon information and belief, Defendant has directly infringed one or more claims of the '833 Patent, including at least claim 1, through the manufacture, use, sale, offer for sale, and/or importation into the United States of the Accused Products, including at least its Riverside I and Riverside II water bottles. For example, the Riverside I water bottle includes all of the

limitations of claim 1 of the '833 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 1 of the '833 Patent is attached as Exhibit K.

73. Defendant has had actual knowledge of the '833 Patent at least as of the date it received correspondence from CamelBak dated March 27, 2020.

74. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '833 Patent by marketing and selling its Riverside I and Riverside II water bottles, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Riverside I and Riverside II water bottles, which embody one or more of the inventions claimed in the '833 Patent.

75. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '833 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Riverside I and Riverside II water bottles. Defendant's replacement lids for its Riverside I and Riverside II water bottles constitute a material part of the inventions claimed in the '833 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Riverside I and Riverside II water bottles that infringe the '833 Patent, and the replacement lids for the Riverside I and Riverside II water bottles are not a staple article or commodity of commerce suitable for substantial non-infringing use.

76. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 1 of the '833 Patent under at least 35 U.S.C. § 271(a), (b), and (c).

77. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

78. Upon information and belief, having known about the '833 Patent and its infringement thereof since at least March 27, 2020, Defendant has continued its infringement of the '833 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.

79. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

80. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

81. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

#### **COUNT VI – INFRINGEMENT OF U.S. PATENT NO. 10,676,255**

82. CamelBak incorporates by reference and re-alleges the allegations of the preceding paragraphs herein.

83. Defendant's Accused Products, including at least its Park I, Park II, Riverside I, and Riverside II water bottles, infringe at least claim 1 of the '255 Patent under at least 35 U.S.C. § 271(a) and (b).

84. For example, the Riverside I water bottle includes all of the limitations of claim 1 of the '255 Patent. A claim chart showing how the Riverside I water bottle meets each element of claim 1 of the '255 Patent is attached as Exhibit L.

85. Upon information and belief, Defendant has actively induced others, including its retailers and customers, to infringe the '255 Patent by marketing and selling its Park I, Park II, Riverside I, and Riverside II water bottles, knowing and intending that such promotion would induce others to use, sell, and/or offer for sale its Park I, Park II, Riverside I, and Riverside II water bottles, which embody one or more of the inventions claimed in the '255 Patent.

86. Upon information and belief, Defendant actively, knowingly, and intentionally has been and continues to materially contribute to the infringement of the '255 Patent by their customers who use the Accused Products. Upon information and belief, Defendant does so through activities such as designing, making, selling, offering to sell, marketing, advertising and/or promoting infringing components (*e.g.* replacement lids) for its Park I, Park II, Riverside I, and Riverside II water bottles. Defendant's replacement lids for its Park I, Park II, Riverside I, and Riverside II water bottles constitute a material part of the inventions claimed in the '255 Patent. Upon information and belief, Defendant knew the replacement lids are especially made or can be adapted for use in its Park I, Park II, Riverside I, and Riverside II water bottles that infringe the '255 Patent, and the replacement lids for the Park I, Park II, Riverside I, and Riverside II water bottles are not a staple article or commodity of commerce suitable for substantial non-infringing use.

87. Accordingly, Defendant has infringed, infringes, and continues to infringe at least claim 1 of the '255 Patent under at least 35 U.S.C. § 271(a), (b), and (c).



88. By directly and indirectly infringing, Defendant has injured CamelBak and is liable for monetary damages, interest, and costs pursuant to 35 U.S.C. § 284 in an amount adequate to compensate for Defendant's infringement, including without limitation, any profits lost by CamelBak as a result.

89. Upon information and belief, having known about the '255 Patent and its infringement thereof since at least April 26, 2021, Defendant has continued its infringement of the '255 Patent and such infringement is ongoing. Defendant's egregious behavior indicates that its infringement is malicious, deliberate, consciously wrongful, and/or done in bad faith.

90. Defendant is, therefore, also liable for willful infringement. CamelBak seeks enhanced damages under 35 U.S.C. § 284 of three times the amount found adequate to compensate CamelBak for Defendant's infringement.

91. Further, this is an exceptional case under 35 U.S.C. § 285 for which CamelBak also seeks to recover and is entitled to recover its attorneys' fees incurred in connection with prosecuting this claim.

92. Unless restrained by the Court, Defendant's actions will cause ongoing harm to CamelBak for which it has not adequate remedy at law and for which it seeks injunctive relief under 35 U.S.C. § 283.

### **DEMAND FOR A JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff CamelBak hereby demands a trial by jury on all issues and claims so triable.

### **REQUEST FOR RELIEF**

Plaintiff CamelBak respectfully requests that judgment be entered in its favor and against Defendant Zak as follows:

- a. Pursuant to 35 U.S.C. § 271, a judgment that Defendant has infringed, actively induced infringement, and contributorily infringed the Patents-in-Suit through the manufacture, use, importation, offer for sale, and/or sale of infringing products and/or any other acts prohibited by 35 U.S.C. § 271;
- b. Pursuant to 35 U.S.C. § 283, an injunction enjoining Defendant from infringing, actively inducing infringement, and contributorily infringing the Patents-in-Suit through the manufacture, use, importation, offer for sale, and/or sale of infringing products and/or any of the other acts prohibited by 35 U.S.C. § 271;
- c. Pursuant to 35 U.S.C. § 284, an award compensating CamelBak for Defendant's infringement of the Patents-in-Suit through payment not less than a reasonable royalty on Defendant's sales of infringing products;
- d. Pursuant to 35 U.S.C. § 284, an award increasing damages up to three times the amount found or assessed by the jury for Defendant's infringement of the Patents-in-Suit in view of the willful and deliberate nature of the infringement;
- e. Pursuant to 35 U.S.C. § 285, a finding that this is an exceptional case, and an award of reasonable attorneys' fees and non-taxable costs;
- f. An assessment of prejudgment and post-judgment interest and costs against Defendant, together with an award of such interest and costs, pursuant to 35 U.S.C. § 284; and
- g. That this Court award such other and further relief as this Court may deem just and proper.

DATE: June 11, 2021

Respectfully Submitted,

/s/ Darby V. Doan

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