

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MINNESOTA

_____		)	
METROSPEC TECHNOLOGY LLC		)	
		)	
		)	
		)	
	Plaintiff,	)	Civil Action No. _____
v.		)	
		)	<b>JURY TRIAL REQUESTED</b>
HUBBELL LIGHTING, INC.		)	
		)	
	Defendant.	)	
		)	
_____		)	

**COMPLAINT**

Plaintiff MetroSpec Technology LLC (“MetroSpec”), for its Complaint for patent infringement against Hubbell Lighting, Inc. (“Hubbell”), alleges as follows.

**THE PARTIES**

1. MetroSpec is a limited liability corporation organized under the laws of the state of Minnesota, with its principal place of business at 2401 Pilot Knob Road, Suite 108, Mendota Heights, Minnesota, 55120.

2. On information and belief, Hubbell is a corporation organized under the laws of the State of Connecticut with its principal place of business located at 701 Millennium Boulevard, Greenville, South Carolina, 29607.

**JURISDICTION AND VENUE**

3. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code Section 1 *et. seq.*

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

5. This Court has personal jurisdiction over Hubbell because Hubbell conducts substantial and continuous business in this judicial district. Hubbell offers products for sale in Minnesota and is licensed to do business in this state. This Court has specific jurisdiction over Hubbell because it has committed acts giving rise to this action and has established minimum contacts within this judicial district such that the exercise of jurisdiction over Hubbell would not offend traditional notions of fair play and justice.

6. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and 1400(b) because Hubbell conducts business in this District and the acts giving rise to the claims asserted therein occurred in this District.

**METROSPEC AND THE PATENTS-IN-SUIT**

7. MetroSpec was founded in 2001. It has developed and sells to customers in the lighting industry a unique LED light circuit technology it calls FlexRad®. FlexRad® is a high intensity flexible light circuit incorporating LEDs. Because FlexRad® is customizable to any shape and size, lighting manufacturers can use it to create lighting fixtures of their design.

8. Since MetroSpec began, its business has been centered on technological

innovation. MetroSpec has taken steps to protect its unique FlexRad® product. As a part of that effort, MetroSpec has obtained several United States patents that cover aspects of its FlexRad® product.

9. On March 27, 2012, the United States Patent and Trademark Office (the “PTO”) issued Patent No. 8,143,631 (“the ‘631 Patent”), entitled, “Layered Structure for Use With High Power Light Emitting Diode Systems,” to William Todd Crandall, Anthony Mitchell Johnson, Tony Stephen Schweitzer, and H. Vic Holec. A true and correct copy of the ‘631 Patent is attached hereto as **Exhibit A**.

10. On September 3, 2013, the PTO issued Patent No. 8,525,193 B2 (“the ‘193 Patent”), entitled, “Layered Structure for Use With High Power Light Emitting Diode Systems,” to William Todd Crandall, Anthony Mitchell Johnson, Tony Stephen Schweitzer, and H. Vic Holec. A true and correct copy of the ‘193 Patent is attached hereto as **Exhibit B**.

11. On May 17, 2016, the PTO issued Patent No. 9,341,355 B2 (“the ‘355 Patent”), entitled, “Layered Structure for Use With High Power Light Emitting Diode Systems,” to William Todd Crandall, Anthony Mitchell Johnson, Tony Stephen Schweitzer, and H. Vic Holec. A true and correct copy of the ‘355 Patent is attached hereto as **Exhibit C**.

12. MetroSpec is the owner by assignment of all rights, title and interest to and in the ‘631 Patent, the ‘193 Patent and the ‘355 Patent.

**COUNT I**  
**(Infringement of the '631 Patent)**

13. MetroSpec realleges and incorporates herein the allegations set forth in Paragraphs 1-12.

14. Hubbell has directly infringed at least claims 1 and 3-6 of the '631 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States and without authority products that infringe such claims, including the NorFlex product offered by Hubbell's Thomas Research Products division (hereinafter, the "Infringing Product").

15. Hubbell has also and continues to indirectly infringe at least claims 1 and 3-6 of the '631 Patent by inducing others to infringe and/or contributing to the infringement of others, including third party users of the Infringing Product in this judicial district and elsewhere in the United States. Specifically, Hubbell has actively induced and continues to induce the infringement of at least claims 1 and 3-6 of the '631 Patent by actively inducing the use of the Infringing Product by third party users in the United States. When Hubbell offered for sale or sold the Infringing Product, Hubbell knew or should have known that its conduct would induce others to infringe claims 1 and 3-6 of the '631 Patent by using it. MetroSpec alleges that third parties have infringed and will continue to infringe the '631 Patent in violation of 35 U.S.C. 271(a) by using the Infringing Product.

16. Hubbell has also contributorily infringed at least claims 1 and 3-6 of the '631 Patent by providing to third parties within the United States infringing devices that

are not staple articles of commerce suitable for substantial non-infringing uses.

MetroSpec believes that these third parties have infringed and will infringe the '631 Patent in violation of 35 U.S.C. 271(a).

17. MetroSpec has suffered damages as a result of Hubbell's infringement of the '631 Patent. In addition, MetroSpec will continue to suffer irreparable harm unless this Court enjoins Hubbell from infringing the '631 Patent.

**COUNT II**  
**(Infringement of the '193 Patent)**

18. MetroSpec realleges and incorporates herein the allegations set forth in Paragraphs 1-17.

19. Hubbell has infringed at least claims 1, 4, 5, 7, 8, 16, 20-22, and 24 of the '193 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States and without authority products that infringe such claims, including the Infringing Product.

20. Hubbell has also and continues to indirectly infringe at least claims 1, 4, 5, 7, 8, 16, 20-22, and 24 of the '193 Patent by inducing others to infringe and/or contributing to the infringement of others, including third party users of the Infringing Product in this judicial district and elsewhere in the United States. Specifically, Hubbell has actively induced and continues to induce the infringement of at least claims 1, 4, 5, 7, 8, 16, 20-22, and 24 of the '193 Patent by actively inducing the use of the Infringing Product by third party users in the United States. When Hubbell offered for sale or sold the Infringing Product, Hubbell knew or should have known that its conduct would

induce others to infringe claims 1, 4, 5, 7, 8, 16, 20-22, and 24 of the '193 Patent by using it. MetroSpec alleges that third parties have infringed and will continue to infringe the '193 Patent in violation of 35 U.S.C. 271(a) by using the Infringing Product.

21. Hubbell has also contributorily infringed at least claims 1, 4, 5, 7, 8, 16, 20-22, and 24 of the '193 Patent by providing to third parties within the United States infringing devices that are not staple articles of commerce suitable for substantial non-infringing uses. MetroSpec believes that these third parties have infringed and will infringe the '193 Patent in violation of 35 U.S.C. 271(a).

22. MetroSpec has suffered damages as a result of Hubbell's infringement of the '193 Patent. In addition, MetroSpec will continue to suffer irreparable harm unless this Court enjoins Hubbell from infringing the '193 Patent.

**COUNT III**  
**(Infringement of the '355 Patent)**

23. MetroSpec realleges and incorporates herein the allegations set forth in Paragraphs 1-22.

24. Hubbell has infringed at least claims 1, 4, 5, 7- 9, 11, 12, 14, and 15 of the '355 Patent pursuant to 35 U.S.C. § 271(a), literally or under the doctrine of equivalents, by making, using, selling, and/or offering for sale in the United States and without authority products that infringe such claims, including the Infringing Product.

25. Hubbell has also and continues to indirectly infringe at least claims 1, 4, 5, 7- 9, 11, 12, 14, and 15 of the '355 Patent by inducing others to infringe and/or contributing to the infringement of others, including third party users of the Infringing

Product in this judicial district and elsewhere in the United States. Specifically, Hubbell has actively induced and continues to induce the infringement of at least claims 1, 4, 5, 7-9, 11, 12, 14, and 15 of the '355 Patent by actively inducing the use of the Infringing Product by third party users in the United States. When Hubbell offered for sale or sold the Infringing Product, Hubbell knew or should have known that its conduct would induce others to infringe claims 1, 4, 5, 7-9, 11, 12, 14, and 15 of the '355 Patent by using it. MetroSpec alleges that third parties have infringed and will continue to infringe the '355 Patent in violation of 35 U.S.C. 271(a) by using the Infringing Product.

26. Hubbell has also contributorily infringed at least claims 1, 4, 5, 7-9, 11, 12, 14, and 15 of the '355 Patent by providing to third parties within the United States infringing devices that are not staple articles of commerce suitable for substantial non-infringing uses. MetroSpec believes that these third parties have infringed and will infringe the '355 Patent in violation of 35 U.S.C. 271(a).

27. MetroSpec has suffered damages as a result of Hubbell's infringement of the '355 Patent. In addition, MetroSpec will continue to suffer irreparable harm unless this Court enjoins Hubbell from infringing the '355 Patent.

**PRAYER FOR RELIEF**

For the above reasons, MetroSpec respectfully requests that this Court grant the following relief in its favor and against Hubbell:

- (a) A judgment in favor of MetroSpec that Hubbell has infringed (either literally or under the doctrine of equivalents) one or more claims of the '631 Patent, the '193 Patent and the '355 Patent;

- (b) A permanent injunction enjoining Hubbell and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with it, from infringing the '631 Patent, the '193 Patent and the '355 Patent;
- (c) A judgment and order requiring Hubbell to pay to MetroSpec its damages, costs, expenses, and pre-judgment and post-judgment interest for Hubbell's infringement of the '631 Patent, the '193 Patent and the '355 Patent; and
- (d) Any and all such further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, MetroSpec demands a trial by jury of this action.

Dated: February 3, 2017

WINTHROP & WEINSTINE, P.A.

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