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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
Central Division**

SKIS ROSSIGNOL S.A.S. and ROSSIGNOL
SKI COMPANY, INC.,

Plaintiffs,

v.

ARMADA SKIS, INC.,

Defendant.

**COMPLAINT FOR PATENT
INFRINGEMENT AND
DECLARATORY JUDGMENT**

JURY TRIAL DEMAND

Civil Action No. _____

Skis Rossignol S.A.S. and Rossignol Ski Company, Inc. ("Rossignol"), for their
Complaint against Armada Skis, Inc. ("Armada"), state as follows:

PARTIES

1. Skis Rossignol S.A.S. is a company organized under the laws of France, with a place of business at 98 rue Louis Barran, Saint Jean de Moirans, France.

2. Rossignol Ski Company, Inc. is a company organized under the laws of the state of Delaware, with a principal place of business at 1413 Center Drive, Park City, Utah 84098.

3. Upon information and belief, Armada is a company organized under the laws of the United States with a principal place of business at 129 W. 16th Street, Costa Mesa, California 92627.

JURISDICTION AND VENUE

4. This is an action, in part, for infringement of U.S. Patent No. 6,986,525 (the "525 Patent," attached hereto as Exhibit A) arising under the patent laws of the United States, 35 U.S.C. §271 *et. seq.* Subject matter jurisdiction over this aspect of this action is conferred on this Court pursuant to 28 U.S.C. §§1331 and 1338(a).

5. This action also arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, concerning issues arising under the patent laws of the United States, Title 35, United States Code. Subject matter jurisdiction is conferred on this Court pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201 and 2202, and the United States Patent Laws, 35 U.S.C. §§ 1 *et seq.* An actual and substantial justiciable controversy exists between Rossignol and Armada as to the validity of Armada's U.S. Patent No. 7,690,674 (the "674 Patent," Exhibit B hereto), as well as to whether Rossignol has infringed or is infringing any valid claim of Armada's 674 Patent.

6. Venue in this district is proper under 28 U.S.C. §§ 1391 (b) - (c) and 1400(b) because Armada's contacts with this jurisdiction are sufficient to subject it to personal jurisdiction in this district.

7. This Court has personal jurisdiction over Armada in this action because Armada has had, and continues to have, substantial, continuous and systematic contacts with the State of Utah and, thus, has purposefully availed itself of the privilege of conducting activities in this judicial district, thereby invoking the benefits and protections of the laws of the State of Utah.

8. Upon information and belief, Armada regularly transacts business in this judicial district by, among other things, offering for sale and selling skis and other products in this judicial district through numerous dealers and/or otherwise.

9. Armada has also purposefully engaged in other activities in this judicial district at least by sending a letter to Rossignol in Park City, Utah, accusing Rossignol of infringing Armada's 674 patent.

10. Rossignol conducts business operations in this judicial district at its corporate headquarters in Park City, Utah.

BACKGROUND FACTS

Rossignol's 525 Patent

11. Skis Rossignol S.A.S. is the sole owner of the 525 Patent, entitled "Board for Gliding Over Snow With Improved Shovel and Tail Turn-Up," which issued on January 17, 2006.

Armada's 674 Patent

12. Upon information and belief, Armada is the sole owner of the 674 Patent.

13. The 674 Patent issued on April 6, 2010, and is entitled "Snow Riding Implement."

14. Rossignol sells S7 and BC110W skis in the United States.

15. In a letter dated September 7, 2010, sent to Rossignol (Exhibit C hereto), Armada asserted that sales of Rossignol's S7 and BC110W skis "constitute patent infringement under U.S. law. As such, Armada requests that you immediately cease and desist your unlawful sale of these models." *See* Exhibit C. The September 7 letter states that "a patent owner may obtain injunctive relief against infringers...and may recover up to three times the amount of damages found adequate to compensate for the infringement," and further that "the prevailing party in a patent infringement suit may be entitled to recover its attorneys fees from the other side...and in some cases the attorneys fees will exceed the amount of the infringement damages." The September 7 letter continues: "We reiterate, Rossignol, is selling skis (at least the S7 and BC110W models) that fall within the claims of Armada's U.S. Patent. Absent an arrangement with Armada, we must insist that Rossignol immediately cease selling such skis or others that fall within the patent." *Id.*

16. The September 7 letter further demanded that Rossignol "provide an accounting of all such skis sold to date, including the wholesale prices, models, sizes, and dates sold. We require this information in order to assess damages that may be due to Armada." *See* Exhibit C.

17. The September 7 letter warned Rossignol that Armada invests heavily in research and "protects that investment with patent procurement and enforcement." *See* Exhibit C.

18. The September 7 letter requested that Rossignol meet Armada's demands by September 21, two weeks later. Rossignol having only just received the letter on Friday, September 17, very shortly before the Tuesday deadline, and Rossignol's counsel having just

begun to consider the matter on September 21, Rossignol's counsel requested a 30-day extension of Armada's deadline from Armada's counsel. Armada's counsel nonetheless insisted on a response within three weeks, i.e., by October 12.

19. In view of Armada's assertion of and stated intention to enforce the 674 Patent against Rossignol, a substantial controversy exists between Rossignol and Armada that is definite and concrete, touching the legal relations between parties having adverse legal interests, and sufficiently real and immediate to warrant specific relief through declaratory judgment. Armada asserts rights under the 674 Patent based on ongoing manufacture, sale, offers for sale, importation, promotion, distribution and/or use of Rossignol's S7 and BC110W skis. Rossignol maintains that it has the right to manufacture, sell, offer for sale, import, promote, distribute, and/or use its S7 and BC110W skis, and any like products, without a license or any other arrangement with Armada.

20. Rossignol does not infringe, has not infringed, and will not infringe any claim of the 674 Patent, directly, contributorily or by inducement, by reason of its activities with respect to its accused S7 and BC110W skis, or like products.

21. One or more claims of the 674 Patent are invalid for failure to satisfy the requirements of Title 35 of the United States Code, including but not limited to 35 U.S.C. §§ 102, 103 and/or 112.

22. Accordingly, an actual controversy within the meaning of the Declaratory Judgment Act exists between Rossignol and Armada.

FIRST CLAIM FOR RELIEF

Infringement of Rossignol's 525 Patent

23. Rossignol repeats and realleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 11 of this Complaint.

24. Armada has infringed and is continuing to infringe the 525 Patent by making, using, offering to sell, and/or selling in the United States, and/or importing into the United States, products that are encompassed by claims of the 525 Patent, by inducing others (e.g., dealers) to infringe the 525 Patent, and/or by contributing to others' (e.g., dealers') infringement of the 525 Patent. In particular, and without limitation, at least Armada's ARVw skis and like products are encompassed by and infringe claims of the 525 Patent.

25. Upon information and belief, Armada will continue to infringe, and thereby willfully infringe, the 525 Patent unless and until enjoined by this Court.

SECOND CLAIM FOR RELIEF

Declaration of Noninfringement of Armada's 674 Patent

26. Rossignol repeats and realleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 10 and 12 through 22 of this Complaint.

27. Rossignol's S7 and BC110W skis, and any like products, do not directly infringe any claim of the 674 Patent, and Rossignol has not contributed to or induced others to infringe any claim of the 674 Patent.

28. Rossignol is entitled to a declaration from the Court that its S7 and BC110W skis, and any like skis, snowboards, or other products, do not directly infringe the 674 Patent, and that Rossignol has not contributed to or induced infringement of any claim of the 674 Patent.

THIRD CLAIM FOR RELIEF

Declaration of Invalidity of Armada's 674 Patent

29. Rossignol repeats and realleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 10 and 12 through 22 of this Complaint.

30. One or more of the claims of the 674 Patent are invalid for failure to meet one or more of the requirements of patentability of the United States Code, Title 35, including, without limitation, those requirements set forth in 35 U.S.C. §§ 102, 103 and/or 112. In particular, one or more of the claims of the 674 Patent are invalid as anticipated by and/or as having been obvious in view of the prior art, and/or are invalid for failing to meet the written description and/or enablement requirements of 35 U.S.C. § 112, first paragraph.

31. Rossignol is entitled to a declaration from the Court that some or all of the claims of the 674 Patent are invalid.

PRAYER FOR RELIEF

WHEREFORE, Rossignol respectfully requests that the Court enter judgment:

- A. Finding that Armada has infringed, and willfully infringed, the 525 Patent;
- B. Preliminarily and permanently enjoining Armada, its officers, agents, servants, employees, and all others in active concert or participation with them who receive actual notice of said injunction, from infringing, contributing to the infringement of or inducing infringement of the 525 Patent;
- C. Awarding damages sustained by Rossignol by reason of Armada's infringement of the 525 Patent, including, but not limited to, Rossignol's lost profits, and/or a reasonable royalty, together with interest thereon, such damages to be trebled pursuant to 35 U.S.C. §284;

D. Declaring that Rossignol is not infringing and has not infringed any claim of the 674 Patent, directly, contributorily or by inducement;

E. Declaring that one or more of the claims of the 674 Patent is/are invalid;

F. Declaring that this is an exceptional case within the meaning of 35 U.S.C. §285, and awarding to Rossignol reasonable attorneys fees, expenses and costs incurred in this action; and

G. Granting to Rossignol such other and further relief as the Court deems just and proper.

JURY DEMAND

Rossignol hereby demands, pursuant to Fed. R. Civ. P. 38, a trial by jury on all issues so triable.

Dated: October 12, 2010

Respectfully submitted,

SKIS ROSSIGNOL S.A.S. and ROSSIGNOL SKI
COMPANY, INC.

By: /s/ Blaine J. Benard

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