

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

B/E AEROSPACE, INC.,
a Delaware Corporation;
Plaintiff,

vs.

ZODIAC AEROSPACE,
a French Corporation;
ZODIAC US CORPORATION,
a Delaware Corporation;
ZODIAC SEATS US LLC,
(A.K.A. Weber Aircraft LLC),
a Texas Corporation;
HEATH TECNA, INC.,
(A.K.A. Heath Tecna,
A.K.A. Zodiac Airline Cabin Interiors,
A.K.A. Zodiac Airline Interior Integration),
a Delaware Corporation;
C & D ZODIAC, INC.,
(A.K.A. C & D Aerospace, Inc.,
A.K.A. Zodiac Business Aircraft Interiors),
a Delaware Corporation;
ZODIAC NORTHWEST AEROSPACE
TECHNOLOGIES,
(A.K.A. Northwest Aerospace
Technologies, Inc.),
a Washington Corporation,
Defendants.

Case No. 2:16-cv-1417

JURY TRIAL DEMANDED

**COMPLAINT FOR PATENT INFRINGEMENT
AND DEMAND FOR JURY TRIAL**

Plaintiff B/E Aerospace, Inc. (“B/E”) hereby pleads the following claims for relief against Defendants Zodiac Aerospace, a French Corporation; Zodiac US Corporation, a Delaware Corporation; Zodiac Seats US LLC (A.K.A. Weber Aircraft LLC), a Texas Corporation; Heath Tecna, Inc. (A.K.A. Heath Tecna, A.K.A. Zodiac Airline Cabin Interiors, A.K.A. Zodiac Airline Interior Integration), a Delaware Corporation; C & D Zodiac, Inc.

(A.K.A. C & D Aerospace, Inc., A.K.A. Zodiac Business Aircraft Interiors), a Delaware Corporation; and Zodiac Northwest Aerospace Technologies (A.K.A. Northwest Aerospace Technologies, Inc.), a Washington Corporation (collectively “Zodiac” or “Defendants”) and alleges as follows:

PARTIES

1. Plaintiff B/E is a pioneer in innovative and cost-effective aircraft components. B/E has revolutionized the airline industry with its light-weight, cost-effective and space-saving designs for aircraft interior systems and components, including lavatories, waste systems, and related components. B/E is a corporation organized under the laws of Delaware, having a principal place of business in Wellington, Florida. B/E employees conduct sales, marketing, and other corporate activities (including sales and product support for its lavatory products) from various places of business in Texas.

2. B/E’s Aircraft Interior Lavatory, often referred to by its tradename “Spacewall®,” embodies the patented inventions, for example with its contoured forward wall that simultaneously defines a usable interior lavatory space and increases usable passenger cabin space by interfacing with passenger seats in various ways. B/E’s commercial product has received substantial industry praise, including prestigious industry awards and articles that lauded B/E’s lavatory as “taking the industry by storm.” Zodiac’s ongoing infringement is causing B/E irreparable harm.

3. Zodiac Aerospace is a corporation organized and existing under the laws of France. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace is a supplier of aircraft interior components. Zodiac Aerospace designs, manufactures and provides to the United States, including to locations in Texas, and to world markets various aircraft

products and services, including waste systems, lavatories, aircraft seats and other aircraft interior components. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace also manages, oversees, and controls, among other businesses, Zodiac US Corporation, Zodiac Seats US LLC (A.K.A. Weber Aircraft LLC), Heath Tecna, Inc. (A.K.A. Heath Tecna, A.K.A. Zodiac Airline Cabin Interiors, A.K.A. Zodiac Airline Interior Integration), C & D Zodiac, Inc. (A.K.A. C & D Aerospace, Inc., A.K.A. Zodiac Business Aircraft Interiors), Zodiac Northwest Aerospace Technologies (A.K.A. Northwest Aerospace Technologies, Inc.), and Zodiac's United States business generally with respect to aircraft interior systems and components, including lavatories, waste systems and related equipment. B/E is informed and believes, and on that basis alleges, for example from its financial statements and marketing materials, that Zodiac Aerospace refers to itself and its component business segments as "the Group." B/E is informed and believes, and on that basis alleges, that the Group—Zodiac Aerospace and its subsidiaries—is governed by a Supervisory Board, an Executive Board, and an Executive Committee. B/E is informed and believes, and on that basis alleges, that the CEO of each business segment, including the Seats segment, sits on Zodiac Aerospace's Executive Committee. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace provides guarantees on behalf of its subsidiaries. Zodiac Aerospace advertises that it "is located worldwide on 100 sites and employs 35,000 people contributing to the development and growth of the Group"¹ and maintains a single website for itself and all of its subsidiaries.

4. Zodiac US Corporation is a corporation organized and existing under the laws of Delaware, and headquartered in Wall Township, New Jersey. B/E is informed and believes, and on that basis alleges, that Zodiac US Corporation operates as a subsidiary of Zodiac Aerospace,

¹ *Locations*, Zodiac Aerospace, <http://www.zodiacaerospace.com/en/corporate/locations> (last visited December 15, 2016).

and that Zodiac US Corporation, through its subsidiaries, manufactures and markets aircraft parts and equipment, including lavatories, aircraft seats and other aircraft interior components. B/E is informed and believes, and on that basis alleges, that Zodiac US Corporation's subsidiaries include Zodiac Seats US LLC (A.K.A. Weber Aircraft LLC), Heath Tecna, Inc. (A.K.A. Heath Tecna, A.K.A. Zodiac Airline Cabin Interiors, A.K.A. Zodiac Airline Interior Integration), and C & D Zodiac, Inc. (A.K.A. C & D Aerospace, Inc., A.K.A. Zodiac Business Aircraft Interiors).

5. Zodiac Seats US LLC (A.K.A. Weber Aircraft LLC) is a limited liability company organized and existing under the laws of Texas with a principal place of business and headquartered in Gainesville, Texas. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace owns Zodiac Seats US LLC, and that Zodiac Seats US LLC markets, offers for sale and sells a wide variety of products and services, including aircraft seating systems for use in conjunction with Zodiac lavatories, among others.

6. Heath Tecna, Inc. (A.K.A. Heath Tecna, A.K.A. Zodiac Airline Cabin Interiors, A.K.A. Zodiac Airline Interior Integration) is a corporation organized and existing under the laws of Delaware with a principal place of business and headquartered in Bellingham, Washington, and places of business in or around Spring, Texas. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace owns Heath Tecna, Inc., and that Heath Tecna, Inc. designs, manufactures, markets, offers for sale and sells various products and services, including lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC in Gainesville, Texas, among others.

7. C & D Zodiac, Inc. (A.K.A. C & D Aerospace, Inc., A.K.A. Zodiac Business Aircraft Interiors) is a corporation organized and existing under the laws of Delaware with a principal place of business and headquartered in Huntington Beach, California, and various

places of business, including in California, Washington, France, Brazil, and Canada. B/E is informed and believes, and on that basis alleges, that Zodiac Aerospace owns C & D Zodiac, Inc., and that C & D Zodiac, Inc. designs, manufactures, markets, offers for sale and sells various products and services, including lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC in Gainesville, Texas, among others.

8. Zodiac Northwest Aerospace Technologies (A.K.A. Northwest Aerospace Technologies, Inc.) is a corporation organized and existing under the laws of Washington with a principle place of business and headquartered in Everett, Washington and places of business around Marysville, Washington. B/E is informed and believes and on that basis alleges Zodiac Northwest Aerospace Technologies provides engineering services and cabin retrofit program management services to airlines, including developing, installing, and selling Zodiac lavatories and seats.

JURISDICTION AND VENUE

9. This is an action for patent infringement arising under the patent laws of the United States of America, 35 U.S.C. § 1, *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction over the claims of patent infringement alleged in this Complaint under 28 U.S.C. §§ 1331 and 1338(a).

10. This Court has personal jurisdiction over Zodiac at least because Zodiac has substantial, systematic, and continuous contacts with this judicial district. Zodiac has offices and facilities in this judicial district, including the headquarters of Zodiac Seats US LLC in Gainesville, Texas. Additionally, Weber Aircraft LLC (now Zodiac Seats US LLC) has availed itself of the laws and protections of the State of Texas, for example by previously suing several B/E employees in the Eastern District of Texas (Case no.: 4:12CV666). On information and

belief, Heath Tecna, Inc. has regular places of business in or around Houston, Texas and conducts business related to lavatory systems from or around these locations. Additionally, on information and belief, C & D Zodiac, Inc. and Zodiac Northwest Aerospace Technologies coordinate with the other Defendants, including Zodiac Seats US LLC and Heath Tecna, Inc., to offer integrated packages or products including seats and lavatories. Zodiac also has committed and continues to commit acts of infringement in violation of 35 U.S.C. § 271 and places infringing products in the stream of commerce with the knowledge, understanding and expectation that such products will be sold or used in the State of Texas and in this judicial district. B/E is informed and believes, and on that basis alleges, that Zodiac derives substantial revenue from the sale of infringing products in this judicial district, expects its actions to have consequences in this judicial district, and derives substantial revenue from its acts in interstate and international commerce. At least one large Airline, American Airlines, is headquartered in Fort Worth, Texas, and B/E is informed and believes, and on that basis alleges, that Zodiac markets and offers to sell infringing products and services to American Airlines at its headquarters in Texas.

11. Venue is proper in the Eastern District of Texas pursuant to 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b) because, among other reasons, Zodiac has offices and facilities in this judicial district, including the headquarters of Zodiac Seats US LLC in Gainesville, Texas, and resides and is subject to personal jurisdiction in this judicial district. On information and belief, Heath Tecna, Inc. has a regular place of business in or around Houston, Texas and conducts business related to lavatory systems from or around these locations. Additionally, on information and belief, C & D Zodiac, Inc. and Zodiac Northwest Aerospace Technologies coordinate with the other Defendants, including Zodiac Seats US LLC and Heath Tecna, Inc., to

offer integrated packages or products including seats and lavatories. Moreover, to the extent that Zodiac is not resident in the United States, venue is proper in this judicial district under 28 U.S.C. §§ 1391(c)(3). Further, a substantial part of the events or omissions giving rise to claims alleged herein occurred in this judicial district. B/E is informed and believes, and on that basis alleges, that Zodiac has committed acts of infringement in this judicial district by, among other things, marketing, using, selling and offering for sale infringing products in this judicial district and through the business operations of the various Zodiac wholly owned subsidiary companies. At least one large Airline, American Airlines, is headquartered in Fort Worth, Texas, and B/E is informed and believes, and on that basis alleges, that Zodiac markets and offers to sell infringing products and services to American Airlines at its headquarters in Texas. Further, B/E employees conduct sales and marketing for its Spacewall® lavatory products from various places of business in Texas.

FIRST CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 9,365,292)

12. B/E realleges and incorporates by reference paragraphs 1–11 of this Complaint, as if fully set forth herein.

13. B/E is the owner of the entire right, title and interest in and to U.S. Patent No. 9,365,292 (“the ’292 Patent”), entitled “Aircraft Interior Lavatory,” which was duly issued on June 14, 2016. A copy of the ’292 Patent is attached as Exhibit A hereto.

14. On information and belief, Zodiac knows of and has known of the patent and patent application that led to the ’292 Patent. In an IPR proceeding for U.S. Patent No. 8,590,838 (the “’838 Patent”), Case no.: IPR2014-00727, counsel for petitioner C & D Zodiac, Inc. explained that it was aware of and tracking B/E’s patent prosecution efforts with regard to continuation applications related to the ’838 Patent. *See, e.g.*, IPR2014-00727, Paper 41 at 9, n. 3

(filed May 1, 2015). Counsel for Zodiac, John Alemanni, further filed a third party submission pursuant to 37 C.F.R. 1.290 during the prosecution of this patent. B/E is informed and on that basis alleges that Zodiac was aware of each of the asserted patents as of their respective issue dates. Therefore, Zodiac has known of the '292 Patent since June 14, 2016.

15. Zodiac has infringed and is currently infringing the '292 Patent, in violation of 35 U.S.C. § 271, including without limitation 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by, among other things, making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the '292 Patent, including without limitation Zodiac's lavatories having a forward wall that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '292 Patent, and related products. Zodiac, collectively, infringes under 271(a) at least because each entity: itself directly infringes; acts as an agent of Zodiac Aerospace or its subsidiaries; operates under joint contracts to perform one or more steps of claimed methods or provide one or more components of claimed structures; conditions participation in infringing activity or receipt of a benefit upon performance of claimed steps and establishes the manner or timing of that performance; and/or participates in a joint enterprise to conduct infringement.

16. Exhibit B to this complaint is a chart that provides examples of Zodiac's infringement with respect to exemplary claims of the '292 Patent. This chart is not a complete identification of all of Zodiac's infringing activities or products and does not list each claim of

the '292 Patent infringed by Zodiac. B/E will provide its list of asserted claims and infringement contentions in accordance with the Court's schedule.

17. Zodiac's lavatory meets every limitation of several claims of the '292 Patent, including without limitation claim 1. For example, Zodiac's lavatories are aircraft enclosures for a cabin of an aircraft. In the Zodiac lavatories, the forward-wall portion is adapted to provide space for moving the aircraft passenger seat further aft in the aircraft cabin. Likewise, when Zodiac sells or offers for sale its lavatory as an assembly with the Zodiac seats, such sales and offers for sale also infringe claim 6 of the '292 Patent for the same reasons.

18. Zodiac has infringed and continues to infringe the '292 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '292 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '292 Patent and knowledge that it was inducing the infringement of the '292 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation United Airlines, KLM, Delta Air Lines, and other customers and end users of Zodiac products, to directly infringe the '292 Patent with respect to the making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the '292 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '292 Patent, and related products. Additionally, to the extent that any Zodiac entity itself does not directly

infringe, Zodiac has infringed and continues to infringe the '292 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '292 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '292 Patent and knowledge that it was inducing the infringement of the '292 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation one or more of its related companies, such as Zodiac US Corporation, Zodiac Seats US LLC, Heath Tecna, Inc., C & D Zodiac, Inc. and/or Zodiac Northwest Aerospace Technologies.

19. Zodiac has infringed and continues to infringe the '292 Patent in violation of 35 U.S.C. § 271(c) by contributing to infringement of the '292 Patent, literally and/or under the doctrine of equivalents, by, among other things, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft lavatories, falling within the scope of one or more claims of the '292 Patent, with knowledge of the '292 Patent and knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '292 Patent, are a material part of the invention, and are not staple articles or commodities of commerce suitable for substantial noninfringing use. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '292 Patent, and related products.

20. Zodiac has infringed and is currently infringing the '292 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(1), by, among other things,

supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of one or more claims of the '292 Patent. For example, Zodiac supplies or causes to be supplied in or from the United States all or a substantial portion of the components of its lavatory system, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the '292 patent. Such products or components include without limitation lavatory systems and related products and/or processes, including without limitation aircraft lavatories, falling within the scope of one or more claims of the '292 Patent, including without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '292 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to destinations where Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

21. Zodiac has infringed and is currently infringing the '292 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(2), by, among other things, supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of one or more claims of the '292 Patent. For example, Zodiac supplies or causes to be supplied in or from the United States components of lavatory system that are especially made or especially adapted for infringing the '292 patent and are not a staple

article or commodity of commerce suitable for substantial noninfringing use, where such component are uncombined in whole or in part, knowing that such component is so made or adapted and intending that such component be combined outside of the United States in a manner that would infringe the '292 patent. Such products or components include without limitation lavatory systems and related products and/or processes, including without limitation aircraft lavatories, falling within the scope of one or more claims of the '292 Patent, including without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '292 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to destinations where Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

22. B/E is informed and believes, and on that basis alleges, that Zodiac's infringement of the '292 Patent has been and continues to be willful and deliberate. Zodiac, with knowledge of the '292 Patent and its infringement, engaged and continues to engage in intentional and reckless conduct by selling and continuing to sell infringing products despite its knowledge and intent of its ongoing infringement and in the face of a high risk that Zodiac was and is infringing B/E's valid '292 Patent. Zodiac's continued infringement of B/E's patents, despite its knowledge of those patents and knowledge of its infringement constitutes egregious and willful misconduct, including, for example, because it acted with subjective knowledge and intent of its ongoing infringement.

23. In addition to Zodiac, collectively, infringing the '292 Patent as previously alleged, B/E is informed and believes, and on that basis alleges, that each defendant has infringed in at least the following exemplary ways. Zodiac Aerospace controlled, designed, manufactured, and provided Zodiac lavatories, and/or seats combined with lavatories, to the United States and world markets. Zodiac US Corporation, through its subsidiaries, controlled, manufactured, and marketed Zodiac lavatories. Zodiac Seats US LLC marketed, offered for sale, and sold aircraft seating systems for use in conjunction with Zodiac lavatories, and/or seats combined with lavatories. Heath Tecna, Inc. marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. C & D Zodiac, Inc. manufactured, marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. Zodiac Northwest Aerospace Technologies provided engineering services and cabin retrofit program management services to airlines, and developed, installed, and sold Zodiac lavatories and seats.

24. Zodiac's acts of infringement have caused and continue to cause damage to B/E in an amount to be proven at trial. As a consequence of Zodiac's infringement, B/E is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

25. B/E has suffered and continues to suffer irreparable injury as a direct and proximate result of Zodiac's infringement for which there is no adequate remedy at law. Unless Zodiac is enjoined, B/E will continue to suffer such irreparable injury as a direct and proximate result of Zodiac's conduct.

SECOND CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 9,434,476)

26. B/E realleges and incorporates by reference paragraphs 1–25 of this Complaint, as if fully set forth herein.

27. B/E is the owner of the entire right, title and interest in and to U.S. Patent No. 9,434,476 (“the ’476 Patent”), entitled “Aircraft Interior Lavatory,” which was duly issued on September 6, 2016. A copy of the ’476 Patent is attached as Exhibit C hereto.

28. On information and belief, Zodiac knows of and has known of the patent and patent application that led to the ’476 Patent. In an IPR proceeding for the ’838 Patent, Case no.: IPR2014-00727, counsel for petitioner C & D Zodiac, Inc. explained that it was aware of and tracking B/E’s patent prosecution efforts with regard to continuation applications related to the ’838 Patent. *See, e.g.*, IPR2014-00727, Paper 41 at 9, n. 3 (filed May 1, 2015). Counsel for Zodiac, John Alemanni, further filed a third party submission pursuant to 37 C.F.R. 1.290 during the prosecution of this patent. B/E is informed and on that basis alleges that Zodiac was aware of each of the asserted patents as of their respective issue dates. Therefore, Zodiac has known of the ’476 Patent since September 6, 2016.

29. Zodiac has infringed and is currently infringing the ’476 Patent, in violation of 35 U.S.C. § 271, including without limitation 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by, among other things, making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the ’476 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac’s lavatories having a forward wall adapted to provide additional space forward

of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '476 Patent, and related products. Zodiac, collectively, infringes under 271(a) at least because each entity: itself directly infringes; acts as an agent of Zodiac Aerospace or its subsidiaries; operates under joint contracts to perform one or more steps of claimed methods or provide one or more components of claimed structures; conditions participation in infringing activity or receipt of a benefit upon performance of claimed steps and establishes the manner or timing of that performance; and/or participates in a joint enterprise to conduct infringement.

30. Exhibit C to this complaint is a chart that provides examples of Zodiac's infringement with respect to exemplary claims of the '476 Patent. This chart is not a complete identification of all of Zodiac's infringing activities or products and does not list each claim of the '476 Patent infringed by Zodiac. B/E will provide its list of asserted claims and infringement contentions in accordance with the Court's schedule.

31. On information and belief, Zodiac, in combination with each other and/or on their own, controlled, directed, oversaw, and/or performed each step of one or more claims of the '476 Patent, including without limitation claim 1. For example, Zodiac has retrofitted aircrafts to provide additional passenger seating in the cabin of said aircrafts for customers, including without limitation United Airlines, KLM, and Delta Air Lines, among others. Specifically, Zodiac has installed an aircraft enclosure unit and positioned the aircraft passenger seat further aft in the aircraft, and has installed a combination of an enclosure unit and a passenger seat in the aircraft.

32. Zodiac has infringed and continues to infringe the '476 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '476 Patent, literally and/or under the

doctrine of equivalents, with knowledge of the '476 Patent and knowledge that it was inducing the infringement of the '476 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation United Airlines, Delta Air Lines, KLM, and other customers and end users of Zodiac products, to directly infringe the '476 Patent with respect to the making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the '476 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '476 Patent, and related products. For example, Zodiac entered into at least three valuable contracts to retrofit aircrafts to provide additional passenger seating in the cabin of said aircrafts with United Airlines, Delta Air Lines, and KLM. Additionally, to the extent that any Zodiac entity itself does not directly infringe, Zodiac has infringed and continues to infringe the '476 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '476 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '476 Patent and knowledge that it was inducing the infringement of the '476 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation one or more of its related companies, such as Zodiac US Corporation, Zodiac Seats US LLC, Heath Tecna, Inc., C & D Zodiac, Inc. and/or Zodiac Northwest Aerospace Technologies.

33. Zodiac has infringed and continues to infringe the '476 Patent in violation of 35 U.S.C. § 271(c) by contributing to infringement of the '476 Patent, literally and/or under the doctrine of equivalents, by, among other things, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft lavatories, falling within the scope of one or more claims of the '476 Patent, with knowledge of the '476 Patent and knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '476 Patent, are a material part of the invention, and are not staple articles or commodities of commerce suitable for substantial noninfringing use. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having a forward wall adapted to provide additional space forward of the enclosure unit that provides for aircraft passenger seats to be positioned further aft in the cabin and other lavatory systems with the same or similar functionality with respect to the '476 Patent, and related products.

34. B/E is informed and believes, and on that basis alleges, that Zodiac's infringement of the '476 Patent has been and continues to be willful and deliberate. Zodiac, with knowledge of the '476 Patent and its infringement, engaged and continues to engage in intentional and reckless conduct by selling and continuing to sell infringing products despite its knowledge and intent of its ongoing infringement and in the face of a high risk that Zodiac was and is infringing B/E's valid '476 Patent. Zodiac's continued infringement of B/E's patents, despite its knowledge of those patents and knowledge of its infringement constitutes egregious misconduct, including, for example, because it acted with subjective knowledge and intent of its ongoing infringement.

35. In addition to Zodiac, collectively, infringing the '476 Patent as previously alleged, B/E is informed and believes, and on that basis alleges, that each defendant has infringed in at least the following exemplary ways. Zodiac Aerospace controlled, designed, manufactured, and provided Zodiac lavatories, and/or seats combined with lavatories, to the United States and world markets. Zodiac US Corporation, through its subsidiaries, controlled, manufactured, and marketed Zodiac lavatories, and/or seats combined with lavatories. Zodiac Seats US LLC marketed, offered for sale, and sold aircraft seating systems for use in conjunction with Zodiac lavatories. Heath Tecna, Inc. marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC, and provided architectural components for retrofit kits. C & D Zodiac, Inc. manufactured, marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. Zodiac Northwest Aerospace Technologies provided engineering services and cabin retrofit program management services to airlines, and developed, installed, and sold Zodiac lavatories and seats. B/E is informed and believes, and on that basis alleges, each Defendant agreed to the common purpose—securing and fulfilling retrofit contracts—to be carried out by the group.

36. Zodiac's acts of infringement have caused and continue to cause damage to B/E in an amount to be proven at trial. As a consequence of Zodiac's infringement, B/E is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

37. B/E has suffered and continues to suffer irreparable injury as a direct and proximate result of Zodiac's infringement for which there is no adequate remedy at law. Unless

Zodiac is enjoined, B/E will continue to suffer such irreparable injury as a direct and proximate result of Zodiac's conduct.

THIRD CLAIM FOR RELIEF
(Infringement of U.S. Patent No. D764,031)

38. B/E realleges and incorporates by reference paragraphs 1–37 of this Complaint, as if fully set forth herein.

39. B/E is the owner of the entire right, title and interest in and to U.S. Patent No. D764,031 (“the ’031 Patent”), entitled “Aircraft Interior Lavatory,” which was duly issued on August 16, 2016. A copy of the ’031 Patent is attached as Exhibit E hereto.

40. On information and belief, Zodiac knows of and has known of the patent and patent application that led to the ’031 Patent. In an IPR proceeding for the ’838 Patent, Case no.: IPR2014-00727, counsel for petitioner C & D Zodiac, Inc. explained that it was aware of and tracking B/E’s patent prosecution efforts with regard to continuation applications related to the ’838 Patent. *See, e.g.*, IPR2014-00727, Paper 41 at 9, n. 3 (filed May 1, 2015). B/E is informed and on that basis alleges that Zodiac was aware of each of the asserted patents as of their respective issue dates. Therefore, Zodiac has known of the ’031 Patent since August 16, 2016.

41. Zodiac has infringed and is currently infringing the ’031 Patent, in violation of 35 U.S.C. § 271, including without limitation 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by, among other things, making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes falling within the scope of the ’031 Patent’s claim, including without limitation Zodiac’s lavatories having a forward wall that falls within the scope of the design depicted in the ’031 patent, and other lavatory systems with the same or similar ornamentality with respect to the ’031 Patent, and related products. Zodiac,

collectively, infringes under 271(a) at least because each entity: itself directly infringes; acts as an agent of Zodiac Aerospace or its subsidiaries; operates under joint contracts to perform one or more steps of claimed methods or provide one or more components of claimed structures; conditions participation in infringing activity or receipt of a benefit upon performance of claimed steps and establishes the manner or timing of that performance; and/or participates in a joint enterprise to conduct infringement.

42. Zodiac's lavatory embodies the design depicted in B/E's patented Aircraft Interior Lavatory design, as shown, for example, below:

'031 Patent's Figure 2	Zodiac's Lavatory
<p data-bbox="217 304 310 338"><i>FIG. 2</i></p> 	

43. Zodiac has infringed and continues to infringe the '031 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '031 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '031 Patent and knowledge that it was inducing the infringement of the '031 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation United Airlines, KLM, Delta Air Lines, and other customers and end users of Zodiac products, to directly infringe the '031 Patent with respect to the making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes falling within the scope of the '031 Patent's claim. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories that fall within the scope of the design depicted in the '031 patent, and other lavatory systems with the same or similar ornamentality with respect to the '031 Patent, and related products. Additionally, to the extent that any Zodiac entity itself does not directly infringe, Zodiac has infringed and continues to infringe the '031 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '031 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '031 Patent and knowledge that it was inducing the infringement of the '031 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation one or more of its related companies, such as Zodiac US Corporation, Zodiac Seats US LLC, Heath Tecna, Inc., C & D Zodiac, Inc. and/or Zodiac Northwest Aerospace Technologies.

44. Zodiac has infringed and continues to infringe the '031 Patent in violation of 35 U.S.C. § 271(c) by contributing to infringement of the '031 Patent, literally and/or under the doctrine of equivalents, by, among other things, selling, offering for sale, and/or importing

within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes falling within the scope of the '031 Patent's claim, with knowledge of the '031 Patent and knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '031 Patent, are a material part of the invention, and are not staple articles or commodities of commerce suitable for substantial noninfringing use. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories that fall within the scope of the design depicted in the '031 patent, and other lavatory systems with the same or similar ornamentality with respect to the '031 Patent, and related products.

45. Zodiac has infringed and is currently infringing the '031 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(1), by, among other things, supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of the '031 Patent's claim. For example, Zodiac supplies or causes to be supplied in or from the United States all or a substantial portion of the components of its lavatory system, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the '031 patent. Such products or components include without limitation lavatory systems and related products and/or processes falling within the scope of the '031 Patent's claim, including without limitation Zodiac's lavatories that fall within the scope of the design depicted in the '031 patent, and other lavatory systems with the same or similar ornamentality with respect to the '031 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to

destinations where Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

46. Zodiac has infringed and is currently infringing the '031 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(2), by, among other things, supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of one or more claims of the '031 Patent. For example, Zodiac supplies or causes to be supplied in or from the United States components of lavatory system that are especially made or especially adapted for infringing the '031 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use, where such component are uncombined in whole or in part, knowing that such component is so made or adapted and intending that such component be combined outside of the United States in a manner that would infringe the '031 patent. Such products or components include without limitation lavatory systems and related products and/or processes falling within the scope of the '031 Patent's claim, including without limitation Zodiac's lavatories that fall within the scope of the design depicted in the '031 patent, and other lavatory systems with the same or similar ornamentality with respect to the '031 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to destinations where Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

47. B/E is informed and believes, and on that basis alleges, that Zodiac's infringement of the '031 Patent has been and continues to be willful and deliberate. Zodiac, with knowledge of the '031 Patent and its infringement, engaged and continues to engage in intentional and reckless

conduct by selling and continuing to sell infringing products despite its knowledge and intent of its ongoing infringement and in the face of a high risk that Zodiac was and is infringing B/E's valid '031 Patent. Zodiac's continued infringement of B/E's patents, despite its knowledge of those patents and knowledge of its infringement constitutes egregious and willful misconduct, including, for example, because it acted with subjective knowledge and intent of its ongoing infringement.

48. In addition to Zodiac, collectively, infringing the '031 Patent as previously alleged, B/E is informed and believes, and on that basis alleges, that each defendant has infringed in at least the following exemplary ways. Zodiac Aerospace controlled, designed, manufactured, and provided Zodiac lavatories, and/or seats combined with lavatories, to the United States and world markets. Zodiac US Corporation, through its subsidiaries, controlled, manufactured, and marketed Zodiac lavatories, and/or seats combined with lavatories. Zodiac Seats US LLC marketed, offered for sale, and sold aircraft seating systems for use in conjunction with Zodiac lavatories. Heath Tecna, Inc. marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. C & D Zodiac, Inc. manufactured, marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. Zodiac Northwest Aerospace Technologies provided engineering services and cabin retrofit program management services to airlines, and developed, installed, and sold Zodiac lavatories and seats.

49. Zodiac's acts of infringement have caused and continue to cause damage to B/E in an amount to be proven at trial. As a consequence of Zodiac's infringement, B/E is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

50. B/E has suffered and continues to suffer irreparable injury as a direct and proximate result of Zodiac's infringement for which there is no adequate remedy at law. Unless Zodiac is enjoined, B/E will continue to suffer such irreparable injury as a direct and proximate result of Zodiac's conduct.

FOURTH CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 9,440,742)

51. B/E realleges and incorporates by reference paragraphs 1–50, inclusive of this Complaint, as if fully set forth herein.

52. B/E is the owner of the entire right, title and interest in and to U.S. Patent No. 9,440,742 (“the ’742 Patent”), entitled “Aircraft Interior Lavatory,” which was duly issued on September 13, 2016. A copy of the ’742 Patent is attached as Exhibit F hereto.

53. On information and belief, Zodiac knows of and has known of the patent and patent application that led to the ’742 Patent. In an IPR proceeding for the ’838 Patent, Case no.: IPR2014-00727, counsel for petitioner C & D Zodiac, Inc. explained that it was aware of and tracking B/E's patent prosecution efforts with regard to continuation applications related to the ’838 Patent. *See, e.g.*, IPR2014-00727, Paper 41 at 9, n. 3 (filed May 1, 2015). B/E is informed and on that basis alleges that Zodiac was aware of each of the asserted patents as of their respective issue dates. Therefore, Zodiac has known of the ’742 Patent since September 13, 2016.

54. Zodiac has infringed and is currently infringing the ’742 Patent, in violation of 35 U.S.C. § 271, including without limitation 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by, among other things, making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft

passenger seats combined with lavatories, falling within the scope of one or more claims of the '742 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having recesses that may be used to reduce the volume of unusable space by, e.g., reducing or eliminating gaps in the passenger cabin, and other lavatory systems with the same or similar functionality with respect to the '742 Patent, and related products. Zodiac, collectively, infringes under 271(a) at least because each entity: itself directly infringes; acts as an agent of Zodiac Aerospace or its subsidiaries; operates under joint contracts to perform one or more steps of claimed methods or provide one or more components of claimed structures; conditions participation in infringing activity or receipt of a benefit upon performance of claimed steps and establishes the manner or timing of that performance; and/or participates in a joint enterprise to conduct infringement.

55. Exhibit G to this complaint is a chart that provides examples of Zodiac's infringement with respect to exemplary claims of the '742 Patent. This chart is not a complete identification of all of Zodiac's infringing activities or products and does not list each claim of the '742 Patent infringed by Zodiac. B/E will provide its list of asserted claims and infringement contentions in accordance with the Court's schedule.

56. On information and belief, Zodiac, in combination with each other and/or on their own, controlled, directed, oversaw, and/or performed each step of one or more claims of the '742 Patent, including without limitation claim 8. For example, Zodiac has retrofitted aircrafts to provide additional passenger seating in the cabin of said aircrafts for customers, including without limitation United Airlines, KLM, and Delta Air Lines, among others. Zodiac's lavatory has an aft partition, and a forward partition including a forward-extending upper portion, an aft-extending mid-portion, and a forward extending lower portion, wherein the contoured forward

portion contains both a first and second recess. Likewise, when Zodiac replaces at least a previously-installed forward partition of a pre-existing aircraft lavatory in the cabin area of the passenger aircraft with a contoured forward partition, such replacements also infringe claim 8 of the '742 Patent.

57. Zodiac has infringed and continues to infringe the '742 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '742 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '742 Patent and knowledge that it was inducing the infringement of the '742 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation United Airlines, KLM, Delta Air Lines, and other customers and end users of Zodiac products, to directly infringe the '742 Patent with respect to the making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the '742 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having recesses that may be used to reduce the volume of unusable space by, e.g., reducing or eliminating gaps in the passenger cabin, and other lavatory systems with the same or similar functionality with respect to the '742 Patent, and related products. Additionally, to the extent that any Zodiac entity itself does not directly infringe, Zodiac has infringed and continues to infringe the '742 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '742 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '742 Patent and knowledge that it was inducing the infringement of the '742 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including

without limitation one or more of its related companies, such as Zodiac US Corporation, Zodiac Seats US LLC, Heath Tecna, Inc., C & D Zodiac, Inc. and/or Zodiac Northwest Aerospace Technologies.

58. Zodiac has infringed and continues to infringe the '742 Patent in violation of 35 U.S.C. § 271(c) by contributing to infringement of the '742 Patent, literally and/or under the doctrine of equivalents, by, among other things, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft lavatories, falling within the scope of one or more claims of the '742 Patent, with knowledge of the '742 Patent and knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '742 Patent, are a material part of the invention, and are not staple articles or commodities of commerce suitable for substantial noninfringing use. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories with recesses that may be used to reduce the volume of unusable space by, e.g., reducing or eliminating gaps in the passenger cabin, and other lavatory systems with the same or similar functionality with respect to the '742 Patent, and related products.

59. B/E is informed and believes, and on that basis alleges, that Zodiac's infringement of the '742 Patent has been and continues to be willful and deliberate. Zodiac, with knowledge of the '742 Patent and its infringement, engaged and continues to engage in intentional and reckless conduct by selling and continuing to sell infringing products despite its knowledge and intent of its ongoing infringement and in the face of a high risk that Zodiac was and is infringing B/E's valid '742 Patent. Zodiac's continued infringement of B/E's patents, despite its knowledge of those patents and knowledge of its infringement constitutes egregious and willful misconduct,

including, for example, because it acted with subjective knowledge and intent of its ongoing infringement.

60. In addition to Zodiac, collectively, infringing the '742 Patent as previously alleged, B/E is informed and believes, and on that basis alleges, that each defendant has infringed in at least the following exemplary ways. Zodiac Aerospace controlled, designed, manufactured, and provided Zodiac lavatories, and/or seats combined with lavatories, to the United States and world markets. Zodiac US Corporation, through its subsidiaries, controlled, manufactured, and marketed Zodiac lavatories, and/or seats combined with lavatories. Zodiac Seats US LLC marketed, offered for sale, and sold aircraft seating systems for use in conjunction with Zodiac lavatories. Heath Tecna, Inc. marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. C & D Zodiac, Inc. manufactured, marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. Zodiac Northwest Aerospace Technologies provided engineering services and cabin retrofit program management services to airlines, and developed, installed, and sold Zodiac lavatories and seats.

61. Zodiac's acts of infringement have caused and continue to cause damage to B/E in an amount to be proven at trial. As a consequence of Zodiac's infringement, B/E is entitled to recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

62. B/E has suffered and continues to suffer irreparable injury as a direct and proximate result of Zodiac's infringement for which there is no adequate remedy at law. Unless Zodiac is enjoined, B/E will continue to suffer such irreparable injury as a direct and proximate result of Zodiac's conduct.

FIFTH CLAIM FOR RELIEF
(Infringement of U.S. Patent No. 9,073,641)

63. B/E realleges and incorporates by reference paragraphs 1–62 of this Complaint, as if fully set forth herein.

64. B/E is the owner of the entire right, title and interest in and to U.S. Patent No. 9,073,641 (“the ’641 Patent”), entitled “Aircraft Interior Lavatory,” which was duly issued on July 7, 2015. A copy of the ’641 Patent is attached as Exhibit H hereto.

65. On information and belief, Zodiac knows of and has known of the patent and patent application that led to the ’641 Patent. In an *inter partes* review (IPR) proceeding for the ’838 Patent, Case no.: IPR2014-00727, counsel for petitioner C & D Zodiac, Inc. explained that it was aware of and tracking B/E’s patent prosecution efforts with regard to continuation applications related to the ’838 Patent. *See, e.g.*, IPR2014-00727, Paper 41 at 9, n. 3 (filed May 1, 2015). B/E is informed and on that basis alleges that Zodiac was aware of each of the asserted patents as of their respective issue dates. Therefore, Zodiac has known of the ’641 Patent since July 7, 2015.

66. Zodiac has infringed and is currently infringing the ’641 Patent, in violation of 35 U.S.C. § 271, including without limitation 35 U.S.C. § 271(a), literally and/or under the doctrine of equivalents, by, among other things, making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the ’641 Patent, including without limitation Zodiac’s lavatories having a forward wall that includes a second recess and other lavatory systems with the same or similar functionality with respect to the ’641 Patent, and related products. Zodiac, collectively, infringes under 271(a) at least

because each entity: itself directly infringes; acts as an agent of Zodiac Aerospace or its subsidiaries; operates under joint contracts to perform one or more steps of claimed methods or provide one or more components of claimed structures; conditions participation in infringing activity or receipt of a benefit upon performance of claimed steps and establishes the manner or timing of that performance; and/or participates in a joint enterprise to conduct infringement.

67. Exhibit I to this complaint is a chart that provides examples of Zodiac's infringement with respect to exemplary claims of the '641 Patent. This chart is not a complete identification of all of Zodiac's infringing activities or products and does not list each claim of the '641 Patent infringed by Zodiac. B/E will provide its list of asserted claims and infringement contentions in accordance with the Court's schedule.

68. Zodiac's lavatory system meets every limitation of several claims of the '641 Patent, including without limitation claim 1. The forward wall portion of Zodiac's lavatory includes a first recess configured to receive at least a portion of the upwardly and aftwardly inclined seat back of the passenger seat therein. Zodiac's lavatory further includes a second recess configured to receive at least a portion of the aft-extending seat support therein, when at least a portion of the upwardly and aftwardly inclined seat back of the passenger seat is received within the first recess. When the seat is installed such that the upwardly and aftwardly extending seat portion is received by the first recess the seat support is received by the second recess in the lower wall.

69. Zodiac has infringed and continues to infringe the '641 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '641 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '641 Patent and knowledge that it was inducing the infringement of the '641 Patent, by, among other things, actively and knowingly aiding and

abetting, assisting and encouraging others, including without limitation United Airlines, KLM, Delta Air Lines, and other customers and end users of Zodiac products, to directly infringe the '641 Patent with respect to the making, using, offering for sale, selling, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft passenger seats combined with lavatories, falling within the scope of one or more claims of the '641 Patent. Such lavatory systems and related products and/or processes include without limitation Zodiac's lavatories having a forward wall that includes a first and second recess and other lavatory systems with the same or similar functionality with respect to the '641 Patent, and related products. Additionally, to the extent that any Zodiac entity itself does not directly infringe, Zodiac has infringed and continues to infringe the '641 Patent in violation of 35 U.S.C. § 271(b) by actively inducing infringement of the '641 Patent, literally and/or under the doctrine of equivalents, with knowledge of the '641 Patent and knowledge that it was inducing the infringement of the '641 Patent, by, among other things, actively and knowingly aiding and abetting, assisting and encouraging others, including without limitation one or more of its related companies, such as Zodiac US Corporation, Zodiac Seats US LLC, Heath Tecna, Inc., C & D Zodiac, Inc. and/or Zodiac Northwest Aerospace Technologies.

70. Zodiac has infringed and continues to infringe the '641 Patent in violation of 35 U.S.C. § 271(c) by contributing to infringement of the '641 Patent, literally and/or under the doctrine of equivalents, by, among other things, selling, offering for sale, and/or importing within this judicial district and elsewhere in the United States, without license or authority, lavatory systems and related products and/or processes, including without limitation aircraft lavatories falling within the scope of one or more claims of the '641 Patent, with knowledge of

the '641 Patent and knowing that such products and/or components are especially made or especially adapted for use in the infringement of the '641 Patent, are a material part of the invention, and are not staple articles or commodities of commerce suitable for substantial noninfringing use. Such lavatory systems and related products include without limitation Zodiac's lavatories having a forward wall that includes a first and second recess and other lavatory systems with the same or similar functionality with respect to the '641 Patent, and related products.

71. Zodiac has infringed and is currently infringing the '641 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(1), by, among other things, supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of one or more claims of the '641 Patent. For example, Zodiac supplies or causes to be supplied in or from the United States all or a substantial portion of the components of its lavatory system, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the '641 patent. Such products or components include without limitation lavatory systems and related products and/or processes, including without limitation aircraft passenger seats, falling within the scope of one or more claims of the '641 Patent, including without limitation Zodiac's lavatories having a forward wall that includes a first and second recess and other lavatory systems with the same or similar functionality with respect to the '641 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to destinations where

Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

72. Zodiac has infringed and is currently infringing the '641 Patent, literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271(f)(2), by, among other things, supplying or causing to be supplied in or from the United States, without license or authority, products or components of products that are combined and/or used outside the United States in a manner that falls within the scope of one or more claims of the '641 Patent. For example, Zodiac supplies or causes to be supplied in or from the United States components of lavatory system that are especially made or especially adapted for infringing the '641 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use, where such component are uncombined in whole or in part, knowing that such component is so made or adapted and intending that such component be combined outside of the United States in a manner that would infringe the '641 patent. Such products or components include without limitation lavatory systems and related products and/or processes, including without limitation aircraft passenger seats, falling within the scope of one or more claims of the '641 Patent, including without limitation Zodiac's lavatories having a forward wall that includes a first and second recess and other lavatory systems with the same or similar functionality with respect to the '641 Patent, and related products. B/E is informed and believes, and on that basis alleges, Zodiac has exported such products or components of products to destinations where Zodiac has aircraft-production operations and/or customers, including without limitation France, Canada, Mexico, and Brazil.

73. B/E is informed and believes, and on that basis alleges, that Zodiac's infringement of the '641 Patent has been and continues to be willful and deliberate. Zodiac, with knowledge of

the '641 Patent and its infringement, engaged and continues to engage in intentional and reckless conduct by selling and continuing to sell infringing products despite its knowledge and intent of its ongoing infringement and in the face of a high risk that Zodiac was and is infringing B/E's valid '641 Patent. Zodiac's continued infringement of B/E's patents, despite its knowledge of those patents and knowledge of its infringement constitutes egregious and willful misconduct, including, for example, because it acted with subjective knowledge and intent of its ongoing infringement.

74. In addition to Zodiac, collectively, infringing the '641 Patent as previously alleged, B/E is informed and believes, and on that basis alleges, that each defendant has infringed in at least the following exemplary ways. Zodiac Aerospace controlled, designed, manufactured, and provided Zodiac lavatories, and/or seats combined with lavatories, to the United States and world markets. Zodiac US Corporation, through its subsidiaries, controlled, manufactured, and marketed Zodiac lavatories, and/or seats combined with lavatories. Zodiac Seats US LLC marketed, offered for sale, and sold aircraft seating systems for use in conjunction with Zodiac lavatories. Heath Tecna, Inc. marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. C & D Zodiac, Inc. manufactured, marketed, offered for sale, and sold lavatory structures for use in conjunction with Zodiac lavatories and seats, including those from Zodiac Seats US LLC. Zodiac Northwest Aerospace Technologies provided engineering services and cabin retrofit program management services to airlines, and developed, installed, and sold Zodiac lavatories and seats.

75. Zodiac's acts of infringement have caused and continue to cause damage to B/E in an amount to be proven at trial. As a consequence of Zodiac's infringement, B/E is entitled to

recover damages adequate to compensate it for the infringement complained of herein, but in no event less than a reasonable royalty.

76. B/E has suffered and continues to suffer irreparable injury as a direct and proximate result of Zodiac's infringement for which there is no adequate remedy at law. Unless Zodiac is enjoined, B/E will continue to suffer such irreparable injury as a direct and proximate result of Zodiac's conduct.

PRAYER FOR RELIEF

WHEREFORE, B/E prays for judgment as follows:

- A. That Zodiac has directly infringed the '641, '292, '031, '476, and '742 Patents.
- B. That Zodiac has induced the infringement of the '641, '292, '031, '476, and '742 Patents.
- C. That Zodiac has contributorily infringed the '641, '292, '031, '476, and '742 Patents.
- D. That Zodiac has infringed the '641, '292, and '031 Patents under 271(f).
- E. That Zodiac be ordered to pay compensatory damages to B/E, together with pre-judgment interest and post-judgment interest as allowed by law;
- F. That Zodiac be ordered to provide an accounting;
- G. That Zodiac be ordered to pay supplemental damages to B/E, including without limitation interest;
- H. That the infringement by Zodiac be adjudged willful and that the damages be increased under 35 U.S.C. § 284 to three times the amount found or measured;
- I. That the Court enter judgment against Zodiac and in favor of B/E in all respects;

- J. That the Court determine this is an exceptional case under 35 U.S.C. § 285 and an award of attorneys' fees and costs to B/E is warranted in this action;
- K. That Zodiac and any of their affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for any of them and/or on any of their behalf, or acting in concert with any of them, directly or indirectly, be preliminarily and permanently enjoined from infringing, inducing others to infringe or contributing to the infringement of the '641, '292, '031, '476, and '742 Patents; and
- L. For any such other and further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff B/E hereby demands a trial by jury on all issues so triable of right by a jury raised in this Complaint.

Date: December 15, 2016

Respectfully submitted,

McKOOL SMITH, P.C.

/s/ Samuel F. Baxter _____

Samuel F. Baxter

Lead Attorney

Texas State Bar No. 01938000

sbaxter@mckoolsmith.com

104 E. Houston St., Suite 300

Marshall, Texas 75670

Telephone: (903) 923-9000

Facsimile: (903) 923-9099

Attorneys for Plaintiff B/E Inc.

Co-Counsel:

IRELL & MANELLA LLP

Morgan Chu

mchu@irell.com

Andrei Iancu

aiancu@irell.com

Joseph Lipner

jlipner@irell.com

Benjamin Haber

bhaber@irell.com

1800 Avenue of the Stars

Suite 900

Los Angeles, CA 90067-4276

Tel: (310) 277-1010

Fax: (310) 203-7199