

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION**

TECHSHELL INC.,  
a Florida corporation,

Plaintiff,

vs.

Civil Action No.: \_\_\_\_\_

INCASE DESIGNS CORPORATION,  
a California corporation

**JURY TRIAL DEMANDED**

Defendant.

\_\_\_\_\_ /

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Techshell, Inc., for its Complaint against Defendant, Incase Designs Corporation, alleges as follows:

**INTRODUCTION**

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code.

**THE PARTIES**

2. Plaintiff, Techshell Inc. (hereinafter "Techshell") is a Florida Corporation with a principal place of business located at 1501 Newcastle Way, Pensacola, Florida 32534.

3. On information and belief, Defendant Incase Designs Corporation (hereinafter “Defendant”) is a California Corporation with a principal place of business at 15751 Tapia Street, Irwindale, California 91706.

### **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction over all causes of action set forth herein pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. §271 *et seq.*

5. This Court has personal jurisdiction over Defendant as: (i) Defendant maintains regular and systematic business contacts with the State of Florida and within this judicial district and division; (ii) Defendant purposely, regularly, and continuously conducts business in the State of Florida and within this judicial district and division; (iii) Defendant purposefully directs its activities at residents of the State of Florida; (iv) the cause of action set forth herein arises out of or relates to the Defendant’s activities in the State of Florida; and (v) the exercise of jurisdiction over Defendant will not offend the traditional notions of fair play and substantial justice.

6. Venue is proper in this judicial district and division pursuant to 28 U.S.C. §1331, §1338(a), §§1391(b)(c), and §1400(b).

**COUNT ONE: PATENT INFRINGEMENT**  
**(U.S. Patent No. 7,643,274)**

7. Techshell realleges and incorporates herein the allegations of paragraphs 1 through 6 of this Complaint as if fully set forth herein.

8. On January 5, 2010, the United States Patent and Trademark Office duly and legally issued United States Patent No. 7,643,274, entitled “Protective Cover For Laptop Computer.” A true and correct copy of U.S. Patent No. 7,643,274 is attached hereto as Exhibit “A.”

9. Techshell is the owner, by assignment, of all right, title, and interest in and to U.S. Patent No. 7,643,274 (hereinafter the “’274 Patent”), including the right to bring suit for past, present, and future patent infringement, and to collect past, present, and future damages.

10. The ‘274 Patent is valid.

11. The ‘274 Patent is enforceable.

12. Defendant has in the past and continue to infringe one or more claims of the ‘274 Patent in violation of 35 U.S.C. §271(a). Defendant’s infringing acts include, but are not necessarily limited to, Defendant’s manufacture, use, offer for sale, sale, and/or importation of protective covers for computers, including laptop computers, notebook computers, and netbook computers (hereinafter “Defendant’s protective covers”).

13. Representative examples of Defendant's infringing protective covers include, but are not necessarily limited to, Defendant's manufacture, use, offer for sale, sale and/or importation of the following: (a) MacBook Pro 15" Perforated Hardshell Case (New) (Exhibit "B"); (b) MacBook Pro 15" Hardshell Case (Silver Keys) (Exhibit "B"); (c) MacBook Pro 15" Hardshell Case (New) (Exhibit "B"); (d) MacBook Pro 17" Hardshell Case (Exhibit "B"); (e) MacBook Pro 13" Hardshell Case (New) (Exhibit "B"); (f) MacBook Pro 13" Perforated Hardshell Case (New) (Exhibit "B"); (g) MacBook Hardshell Case for 13" white MacBook (Exhibit "B"); and (h) MacBook Hardshell Case for 13" white unibody MacBook (Exhibit "B").

14. Defendant's protective covers comprise an exterior cover for a laptop computer having a display portion and a keyboard portion, comprising a first elastic planar element for placement on an outside surface of the display portion, the first elastic planar element including: a raised edge along a perimeter of the first elastic planar element, wherein the raised edge extends toward the display portion; and a plurality of tabs located on the raised edge, wherein each tab extends from the raised edge for gripping the display portion.

15. Defendant's protective covers comprise a second elastic planar element for placement on an outside surface of the keyboard portion, the second elastic planar element being separate and independent from the first elastic planar element,

the second elastic planar element including: a raised edge along a perimeter of the second planar element, wherein the raised edge extends toward the keyboard portion; and a plurality of tabs located on the raised edge, wherein each tab extends from the raised edge for gripping the keyboard portion.

16. Defendant's protective covers comprise an elastic plastic material.

17. Defendant's protective covers comprise a colored, transparent plastic material.

18. Defendant's protective covers comprise a substantially rectangular shape.

19. Defendant's protective covers comprise at least one orifice for allowing access to a removable media port in the keyboard portion.

20. Defendant's protective covers comprise a raised edge for covering a section of all sides of the display portion and a plurality of tabs located on the raised edge.

21. Defendant's protective covers are sold at various retail establishments located in the State of Florida and customers who reside in the State of Florida can purchase the protective covers directly from Defendant via the Internet.

22. On information and belief, Defendant's infringement of the '274 Patent has been, and continues to be, willful and deliberate, entitling Techshell to increased

damages pursuant to 35 U.S.C. §284 and to attorneys' fees pursuant to 35 U.S.C. §285.

23. Techshell has and continues to suffer damages as a direct and proximate result of Defendant's infringement of the '274 Patent and will suffer additional and irreparable damages unless Defendant is permanently enjoined by this Court from continuing its infringement. Techshell has no adequate remedy at law.

24. Techshell is entitled to: (i) damages adequate to compensate it for Defendant's infringement of the '274 Patent, which amounts to, at a minimum, a reasonable royalty; (ii) Techshell's lost profits; (iii) treble damages; (iv) attorneys' fees; (v) costs; and (vi) a preliminary and thereafter permanent injunction.

**COUNT TWO: PATENT INFRINGEMENT**  
**(U.S. Patent No. 7,907,400)**

25. Techshell realleges and incorporates herein the allegations of paragraphs 1 through 24 of this Complaint as if fully set forth herein.

26. On March 15, 2011, the United States Patent and Trademark Office duly and legally issued United States Patent No. 7907,400, also entitled "Protective Cover For Laptop Computer." A true and correct copy of U.S. Patent No. 7,907,400 is attached hereto as Exhibit "C."

27. Techshell is the owner, by assignment, of all right, title, and interest in and to U.S. Patent No. 7,907,400 (hereinafter the "'400 Patent"), including the right

to bring suit for past, present, and future patent infringement, and to collect past, present, and future damages.

28. The '400 Patent is valid.

29. The '400 Patent is enforceable.

30. Defendant has in the past and continue to infringe one or more claims of the '400 Patent in violation of 35 U.S.C. §271(a). Defendant's infringing acts include, but are not necessarily limited to, Defendant's manufacture, use, offer for sale, sale, and/or importation of protective covers for computers, including laptop computers, notebook computers, and netbook computers (hereinafter "Defendant's protective covers").

31. Representative examples of Defendant's infringing protective covers include, but are not necessarily limited to, those covers previously identified in Paragraph 13 of the Complaint.

32. Defendant's protective covers comprise an exterior cover for a laptop computer having a display portion and a keyboard portion, comprising a first elastic planar element for placement on an outside surface of the display portion, the first elastic planar element including: a raised edge along a perimeter of the first elastic planar element, wherein the raised edge extends toward the display portion; and a plurality of tabs located on the raised edge, wherein each tab extends from the raised edge for gripping the display portion.

33. Defendant's protective covers comprise a second elastic planar element for placement on an outside surface of the keyboard portion, the second elastic planar element being separate and independent from the first elastic planar element, the second elastic planar element including: a raised edge along a perimeter of the second planar element, wherein the raised edge extends toward the keyboard portion; and a plurality of tabs located on the raised edge, wherein each tab extends from the raised edge for gripping the keyboard portion.

34. Defendant's protective covers comprise an elastic plastic material.

35. Defendant's protective covers comprise a colored, transparent plastic material.

36. Defendant's protective covers comprise a substantially rectangular shape.

37. Defendant's protective covers comprise at least one orifice for allowing access to a removable media port in the keyboard portion.

38. Defendant's protective covers comprise a raised edge for covering a section of all sides of the display portion and a plurality of tabs located on the raised edge.

39. Defendant's protective covers comprise a plurality of orifices in the second elastic planar element for allowing circulation of air.



40. Defendant's protective covers comprise a rounded corner at the junction of the raised edge and the first planar element.

41. Defendant's protective covers comprise a rounded corner at the junction of the raised edge and the second planar element.

42. Defendant's protective covers wherein the keyboard portion of the laptop computer comprises a QWERTY keyboard.

43. Defendant's protective covers are sold at various retail establishments located in the State of Florida and customers who reside in the State of Florida can purchase the protective covers directly from Defendant via the Internet.

44. On information and belief, Defendant's infringement of the '400 Patent has been, and continues to be, willful and deliberate, entitling Techshell to increased damages pursuant to 35 U.S.C. §284 and to attorneys' fees pursuant to 35 U.S.C. §285.

45. Techshell has and continues to suffer damages as a direct and proximate result of Defendant's infringement of the '400 Patent and will suffer additional and irreparable damages unless Defendant is permanently enjoined by this Court from continuing its infringement. Techshell has no adequate remedy at law.

46. Techshell is entitled to: (i) damages adequate to compensate it for Defendant's infringement of the '400 Patent, which amounts to, at a minimum, a

reasonable royalty; (ii) Techshell's lost profits; (iii) treble damages; (iv) attorneys' fees; (v) costs; and (vi) a preliminary and thereafter permanent injunction.

**PRAYER FOR RELIEF**

WHEREFORE, Techshell seeks the following relief:

- a. That Defendant be enjoined from further infringement of the '274 Patent and '400 Patent pursuant to 35 U.S.C. §283;
- b. That Defendant be ordered to pay damages adequate to compensate Techshell for Defendant's infringement of the '274 Patent and '400 Patent pursuant to 35 U.S.C. §284;
- c. That all Defendant be ordered to pay Techshell Techshell's lost profits due to Defendant's infringement of the '274 Patent and '400 Patent pursuant to 35 U.S.C. §284;
- d. That Defendant be ordered to destroy or relinquish to Techshell all molds and any other associated property used to manufacture infringing products;
- e. That Defendant be ordered to pay Techshell treble damages pursuant to 35 U.S.C. §284;
- f. That Defendant be ordered to pay prejudgment interest pursuant to 35 U.S.C. §284;
- g. That Defendant be ordered to pay all costs associated with this action pursuant to 35 U.S.C. §284;

h. That Defendant be ordered to pay Techshell's attorneys' fees pursuant to 35 U.S.C. §285;

i. That Techshell be granted such other and additional relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. P. 38(b), Techshell demands a trial by jury of all issues triable of right by a jury.

Respectfully submitted, this 5<sup>th</sup> day of April, 2011.

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