IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF IOWA
NORTHERN DIVISION

INTIRION CORPORATION, Plaintiffs, vs. COLLEGE PRODUCTS, INC., Defendants.	Case No. 5:23-cv-04023-KEM

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Intirion Corporation ("Plaintiff"), through its attorneys, for its First Amended Complaint for Patent Infringement against College Products, Inc. ("Defendant") alleges the following:

I. NATURE OF THE ACTION

1. This is a civil action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §§ 1, et seq., including §§ 271, 281, 284, and 285, and false advertising and unfair competition under the Lanham Act, 28 U.S.C. § 1125(a).

II. PARTIES

2. Plaintiff Intirion Corporation is a corporation organized and existing under the laws of Delaware and maintains its principal place of business at 2 Annette Road, Suite 3, Foxboro, MA 02035.

3. Defendant College Products is a corporation organized and existing under the laws of Iowa and on information and belief maintains its principal place of business at 1400 W. 1st Street, Sioux City, IA 51103.

Intirion Corporation Exhibit 2004
College Products, Inc. v. Intirion Corporation
IPR 2023-01043

III. JURISDICTION AND VENUE

4. This is an action for patent infringement, unfair competition/false advertising, and tortious interference, arising under the laws of the United States, in particular, 35 U.S.C. §§ 271, 281, 284, and 285, and 15 U.S.C. § 1125.

5. This Court has exclusive subject matter jurisdiction over this action for patent infringement pursuant to 28 USC § 1331 and § 1338(a).

6. This Court has specific and general personal jurisdiction over Defendant pursuant to due process and/or the Iowa Long Arm Statute, because Defendant is a corporation organized and existing under the laws of Iowa, maintains its principal place of business in this judicial district, and has committed acts giving rise to this action within Iowa and within this judicial district. The Court's exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice because Defendant has established minimum contacts with the forum. For example, Defendant is a corporation organized and existing under the laws of Iowa and maintains its principal place of business in this judicial district. Additionally, on information and belief, Defendant has committed acts of infringement throughout Iowa and in this judicial district, by among other things, making, using, selling, leasing, and offering for sale or lease—products that infringe the asserted patents, directly or through intermediaries, as alleged herein.

7. Venue in the Northern District of Iowa is proper pursuant to 28 U.S.C. §§1391 and/or 1400(b). Venue is proper in this District under 28 USC § 1400(b) because Defendant is incorporated in Iowa, Defendant's registered agent is located in the Northern District of Iowa, Defendant has a regular and established place of business in this District, and Defendant has committed acts of patent infringement in this District. Moreover, Defendant has employees and/or agents physically present in this judicial district who perform acts for, on behalf of,

with the consent of, and/or under the direction of Defendant. Finally, Venue is proper in the Northern District of Iowa as acknowledged by Defendant in its motion to dismiss for lack of venue in this matter.

IV. PATENTS IN SUIT

8. Plaintiff is the owner by assignment of all right, title and interest in United States Patent Nos. 9,657,974; 9,791,206; 10,495,374; 11,274,876; 11,674,745; and 11,674,746 (collectively, the "Patents in Suit"), including all rights to enforce and prosecute all causes for actions rising under the Patents in Suit, the right to any remedies for infringement on the Patents in Suit, and the right to collect damages for all relevant times against infringers of the Patents in Suit. Accordingly, Plaintiff possesses the exclusive right and standing to prosecute the present action for infringement by Defendant of the Patents in Suit.

9. Each of the Patents in Suit relates to the construction, operation or features of a microwave/mini-refrigerator combination appliance. The patented appliance automatically coordinates the operation of the microwave and the refrigerator so that both cannot be operated at the same time, which would cause excessive power draw. The patented appliance includes a smoke sensor that shuts off the microwave cooking element when smoke is sensed inside the microwave. This avoids setting off building smoke alarms. The patented appliance also includes USB ports that can be used to charge electronic devices.

10. Plaintiff designs, manufactures, distributes, maintains, and services products incorporating the Patents in Suit throughout the United States, including within this judicial district.

11. Plaintiff complies with the notice provisions of 35 U.S.C. § 287, including by providing constructive notice of its patent via marking. For example, Plaintiff marks its products with a constructive marking notice and includes patent numbers at

https://www.microfridge.com/patents/.

12. The features of Plaintiff's patented combination appliance products are particularly useful in college dorms and in similar settings. This is because the patented features prevent excessive power draw that would otherwise trip electrical breakers and cause loss of power to the dorm rooms.

13. The features of Plaintiff's patented combination appliance also prevent unnecessary dormitory evacuations that would otherwise result from smoke detectors sensing smoke from burning food items in the microwave ovens. The inclusion of USB charging ports on Plaintiff's patented combination appliance also allows students to charge their phones and small electrical devices while keeping the limited number of electrical outlets in their dorm rooms available for other purposes.

14. Because of the benefits of the Patents in Suit, Plaintiff has agreements with colleges and universities throughout the United States, including with colleges and universities in this judicial district, to offer units incorporating the inventions of the Patents in Suit for sale or lease to students for use in their dorm rooms.

A. US Patent No. 9,657,974

15. US Patent No. 9,657,974 (the "974 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued by the United States Patent and Trademark Office to Plaintiff on May 23, 2017. A true and correct copy of the 974 Patent is attached hereto as Exhibit 1 and incorporated herein by reference.

B. US Patent No. 9,791,206

16. US Patent No. 9,791,206 (the "206 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued by the United States Patent and

Trademark Office to Plaintiff on October 17, 2017. A true and correct copy of the 206 Patent is attached hereto as Exhibit 2 and incorporated herein by reference.

C. US Patent No. 11,274,876

17. US Patent No. 11,274,876 (the "876 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued to Plaintiff by the United States Patent and Trademark Office on March 15, 2022. A true and correct copy of the 876 Patent is attached hereto as Exhibit 3 and incorporated herein by reference.

D. US Patent No. 10,495,374

18. US Patent No. 10,495,374 (the "374 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued by the United States Patent and Trademark Office to Plaintiff on December 3, 2019. A true and correct copy of the 374 Patent is attached hereto as Exhibit 4 and incorporated herein by reference.

E. US Patent No. 11,674,745

19. US Patent No. 11,674,745 (the "'745 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued by the United States Patent and Trademark Office to Plaintiff on June 13, 2023. A true and correct copy of the '745 Patent is attached hereto as Exhibit 5 and incorporated herein by reference.

F. US Patent No. 11,674,746

20. US Patent No. 11,674,746 (the "'746 Patent") is entitled "Multiple Linked Appliance With Auxiliary Outlet" and was duly issued by the United States Patent and Trademark Office to Plaintiff on June 13, 2023. A true and correct copy of the '746 Patent is attached hereto as Exhibit 6 and incorporated herein by reference.

V. THE ACCUSED PRODUCTS

21. Defendant makes, sells, offers for sale, leases, offers for lease, and/or

distributes within the United States, including within this judicial district, products such as, but not limited to, microwave, mini refrigerators, and/or microwave and refrigerator combinations that are sold under the trademarks MicroChill and/or MicroChill 3.2 (the "Accused Products").

22. The Accused Products infringe the Patents in Suit. The Defendant has copied Plaintiff's patented features. Like the Plaintiff's patented combination appliance, the Accused Products are a combination microwave and mini-refrigerator appliance that includes power control circuitry that avoids excessive power draw by automatically preventing both the microwave and refrigerator from operating at the same time. Defendant also copied Plaintiff's patented smoke sensor technology that stops operation of the microwave cooking element whenever smoke is sensed, to avoid tripping smoke detectors and unnecessary dormitory evacuations. Defendant also copied Plaintiff's patented USB charging port feature on the front of the microwave oven.

23. The Accused Products are explicitly marketed to the public, including Plaintiff's customers, as providing the very features that are protected by the Patents in Suit and for the very same purpose – to provide a safe and reliable microwave and mini-refrigerator combination appliance. *See* Exhibit 7. Consequently, Defendant's sales and leases of the Accused Products directly competes with and takes business from Plaintiff.

24. Defendant solicits and enters into agreements to provide the Accused Products to colleges and universities throughout the United States, including, upon information and belief, within this judicial district. Under the agreements and hoped for agreements with these colleges and universities, the Accused Products are approved for use in dorm rooms, and students buy or lease the Accused Products. Defendant directly installs the Accused Products in the dorm rooms. Defendant also directly provides any necessary maintenance or warranty

services for the Accused Products in such dorm rooms. In exchange, Defendant receives all or a portion of the proceeds generated by selling or leasing the Accused Products to the students.

25. Defendant's infringement occurred with knowledge of the Asserted Patents, and thus has been and will continue to be willful and deliberate.

26. Defendant's conduct constitutes willful and deliberate infringement, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285.

VI. DEFENDANT'S FALSE AND MISLEADING STATEMENTS

27. During Defendant's solicitation of agreements with colleges and universities throughout the United States, Defendant has made one or more representations regarding the quality, specification, safety, or capability of the Accused Products, as well as statements regarding Defendant's capabilities, staffing, or "green" initiatives.

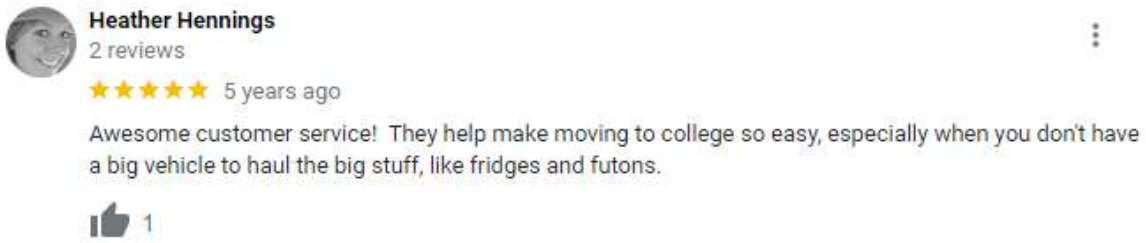
28. For example, in Defendant's solicitation of agreements with Clemson University and Arkansas Tech University, Defendant represented to Clemson University and Arkansas Tech University that the Accused Products are CEE certified or CEE Advanced Tiered certified. Upon information and belief, the Accused Products are not (and have never been) CEE or CEE Advanced Tiered certified.

29. Defendant further has claimed, in its solicitation of agreements with San Diego State University, that its combination units switch off power to the USB port when the microwave oven is in use. This despite Defendant's counsel's assertions *in this litigation* that its USB ports remain on when the microwave oven is in use.

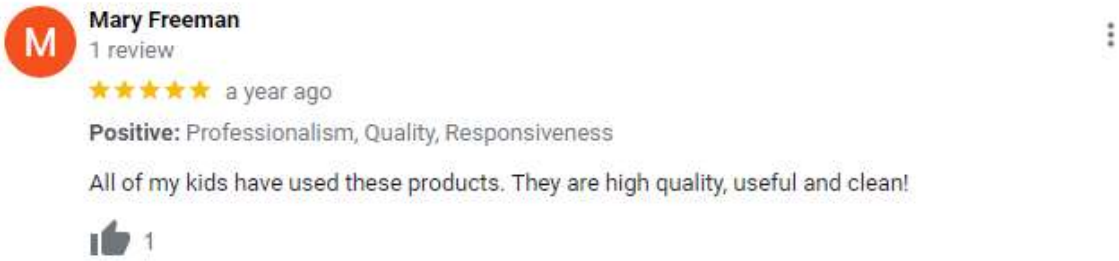
30. Defendant has further claimed in its customer proposals and agreements that its combination unit is UL listed specifically for use in combination (e.g., is a UL certified combination appliance). Upon information and belief, despite Defendant's UL certifications, Defendant knowingly sells and/or leases the Accused Product in a manner that is inconsistent

with UL combination certifications, including by selling and/or leasing the Accused Products separately or such that they are assembled by the end user, or otherwise not assembled in a manner consistent with the requirements of the UL combination certification.

31. Defendant also leaves misleading reviews on its own products and services in a ploy to boost their ratings and suppress consumer's negative reviews. For example, Heather Hennings, wife of Defendant's CEO Eric Hennings, left a positive Google review on College Products' services without identifying herself as linked to College Products or disclaiming that she was reviewing College Products on behalf of College Products:



32. Mary Freeman, currently employed by College Products in a Marketing & Customer Relations role, has also reviewed College Products without identifying her link to the company or disclaiming that she was reviewing on behalf of the company all in what Intirion understands is an attempt to artificially inflate Defendant's online review rating:



33. Austin Feddersen, also currently employed by College Products, left a similarly positive review without disclosing his relationship with College Products:

34. Defendant has also claimed in representations to universities and colleges that its Smart Stop Internal Smoke Sensor is "safe" and will turn off power to the microwave "at the first detection of smoke."

35. The Accused Products, however, do not perform as advertised to prospective purchasers. Upon information and belief, the Smart Stop Internal Smoke Sensors do not turn off the microwave of the Accused Products until after smoke is both visible and olfactible. Moreover, according to Defendant's representations *in this litigation*, the Smart Stop Internal Smoke Sensors are disabled for a period of at least 90 seconds after an initial smoke sensor trip—in effect, allowing the microwave to run with extreme smoke or even *with an ongoing fire inside* for at least 90 seconds.

36. Defendants have claimed in representations to many universities that its Smart Stop Internal Smoke Sensor will "eliminate burnt popcorn" and false fire alarms by turning off the microwave. Upon information and belief, Defendants' smoke sensor does not turn off the microwave until well after smoke is present in the microwave. In the example of popcorn, upon information and belief, Defendant's smoke sensor fails to perform as Defendant represents, and only turns the microwave off well after popcorn is already burnt, after a large amount of smoke has filled the room in which the microwave is located.

37. Upon information and belief, Defendant made these false and misleading statements in its bids and advertisements in an effort to draw in business and take business

away from Plaintiff.

38. Indeed, Defendant's misrepresentations were made in bids to universities and colleges Plaintiff also submits bids to, and Defendant's misrepresentations appear to be made to make the Accused Products more competitive against Plaintiff's products and have had the effect of forcing Plaintiff to lower its prices to compete.

39. Plaintiff is aware of at least one bid, the San Diego State University bid, where Defendant made misrepresentations in the bid to compete with Plaintiff, and Defendant ultimately won the bid.

VII. COUNT 1: INFRINGEMENT OF THE '974 PATENT

40. Plaintiff restates Paragraphs 1 through 39 as if fully rewritten herein.

41. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 1, 7 and 12 of the '974 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing into the United States, including within this judicial district, the Accused Products.

42. Defendant continues to directly infringe at least one claim of the '974 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, selling, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff's authority.

43. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the '974 Patent by using the Accused Products.

44. Defendant has received notice and actual or constructive knowledge of the '974

Patent since at least the date of service of the Original Complaint.

45. Defendant has engaged in infringement by making, using, offering to sell, selling, leasing, offering to lease, and importing the Accused Products into the United States, including in this judicial district, despite having knowledge that the Accused Products infringe the ’974 Patent.

46. Since at least the date of service of the Original Complaint, through its actions, Defendant has contributed to the infringement of the ’974 Patent by having others sell, offer for sale, selling, leasing, offering for lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the ’974 Patent.

47. The Accused Products are especially made or adapted for infringing the ’974 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’974 Patent.

48. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’974 Patent unless and until they are enjoined by this Court.

49. Defendant had knowledge of the ’974 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’974 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’974 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since

at least the filing of the Original Complaint, Defendant has been aware of an objectively high likelihood that their actions constituted and continue to constitute infringement of the ’974 Patent and that the ’974 Patent is valid. On information and belief, Defendant could not reasonably, subjectively believe that its actions do not constitute infringement of the ’974 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’974 patent.

VIII. COUNT 2: INFRINGEMENT OF THE ’206 PATENT

50. Plaintiff restates Paragraphs 1 through 49 as if fully rewritten herein.

51. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 9, 10, 11 and 12 of the ’206 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing into the United States, including within this judicial district, the Accused Products.

52. Defendant continues to directly infringe at least one claim of the ’206 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff’s authority.

53. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the ’206 Patent by using the Accused Products.

54. Defendant has received notice and actual or constructive knowledge of the ’206 Patent since at least the date of service of the Original Complaint.

55. Defendant has engaged in infringement by making, using, offering to sell, selling, leasing, offering to lease, and importing the Accused Products into the United States, including in this judicial district, despite having knowledge that the Accused Products infringe the ’206 Patent.

56. Since at least the date of service of the Original Complaint, through its actions, Defendant has contributed to the infringement of the ’206 Patent by having others sell, selling, offer for sale, lease, offering to lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the ’206 Patent.

57. The Accused Products are especially made or adapted for infringing the ’206 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’206 Patent.

58. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’206 Patent unless and until they are enjoined by this Court.

59. Defendant had knowledge of the ’206 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’206 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’206 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since at least the filing of the Original Complaint, Defendant has been aware of an objectively high

likelihood that their actions constituted and continue to constitute infringement of the ’206 Patent and that the ’206 Patent is valid. On information and belief, Defendant could not reasonably, subjectively believe that its actions do not constitute infringement of the ’206 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’206 patent.

IX. COUNT 3: INFRINGEMENT OF THE ’876 PATENT

60. Plaintiff restates Paragraphs 1 through 59 as if fully rewritten herein.

61. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 1, 21, 25, 26, and 28 of the ’876 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing the Accused Products into the United States, including within this judicial district.

62. Defendant continues to directly infringe at least one claim of the ’876 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff’s authority.

63. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the ’876 Patent by using the Accused Products.

64. Defendant has received notice and had actual or constructive knowledge of the ‘876 Patent since at least the date of service of the Original Complaint.

65. Defendant has engaged in infringement by making, using, offering to sell,

selling, offering to lease, leasing, and importing into the United States, including in this judicial district, the Accused Products despite having knowledge that the Accused Products infringe the ’876 Patent.

66. Since at least the date of service of the Original Complaint, through its actions, Defendants have contributed to the infringement of the ’876 Patent by having others sell, offer for sale, leasing, offering to lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the ’876 Patent.

67. The Accused Products are especially made or adapted for infringing the ’876 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’876 Patent.

68. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’876 Patent unless and until it is enjoined by this Court.

69. Defendant had knowledge of the ’876 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’876 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’876 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since at least the filing of the Original Complaint, Defendant has been aware of an objectively high likelihood that its actions constituted and continue to constitute infringement of the ’876 Patent

and that the ’876 Patent is valid. On information and belief, Defendant could not reasonably, subjectively believe that its actions do not constitute infringement of the ’876 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’876 patent.

X. COUNT 4: INFRINGEMENT OF THE ’374 PATENT

70. Plaintiff restates Paragraphs 1 through 69 as if fully rewritten herein.

71. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 9, 10, 11, 12, 17, 18, 19, and 20 of the ’374 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing into the United States, including within this judicial district, the Accused Products.

72. Defendant continues to directly infringe at least one claim of the ’374 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff’s authority.

73. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the ’374 Patent by using the Accused Products.

74. Defendant has received notice and actual or constructive knowledge of the ’374 Patent since at least the date of service of the Original Complaint.

75. Defendant has engaged in infringement by making, using, offering to sell, selling, leasing, offering to lease, and importing the Accused Products into the United States,

including in this judicial district, despite having knowledge that the Accused Products infringe the ’374 Patent.

76. Since at least the date of service of the Original Complaint, through its actions, Defendant has contributed to the infringement of the ’374 Patent by having others sell, offer for sale, selling, leasing, offering to lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the 374 Patent.

77. The Accused Products are especially made or adapted for infringing the ’374 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’374 Patent.

78. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’374 Patent unless and until they are enjoined by this Court.

79. Defendant had knowledge of the ’374 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’374 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’374 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since at least the filing of the Original Complaint, Defendant has been aware of an objectively high likelihood that their actions constituted and continue to constitute infringement of the ’374 Patent and that the ’374 Patent is valid. On information and belief, Defendant could not

reasonably, subjectively believe that its actions do not constitute infringement of the ’374 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’374 patent.

XI. COUNT 5: INFRINGEMENT OF THE ’745 PATENT

80. Plaintiff restates Paragraphs 1 through 79 as if fully rewritten herein.

81. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 1, 12, 13, 14, 15, 19, 20, 22, 23, 24, 25, and 26 of the ’745 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing into the United States, including within this judicial district, the Accused Products.

82. Defendant continues to directly infringe at least one claim of the ’745 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, selling, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff’s authority.

83. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the ’745 Patent by using the Accused Products.

84. Defendant has received notice and actual or constructive knowledge of the ’745 Patent since at least the date of service of this First Amended Complaint.

85. Defendant has engaged in infringement by making, using, offering to sell, selling, leasing, offering to lease, and importing the Accused Products into the United States, including in this judicial district, despite having knowledge that the Accused Products infringe

the ’745 Patent.

86. Since at least the date of service of this First Amended Complaint, through its actions, Defendant has contributed to the infringement of the ’745 Patent by having others sell, offer for sale, selling, leasing, offering for lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the ’745 Patent.

87. The Accused Products are especially made or adapted for infringing the ’745 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’745 Patent.

88. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’745 Patent unless and until they are enjoined by this Court.

89. Upon information and belief, Defendant had knowledge of the ’745 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’745 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’745 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since at least prior to the filing of the First Amended Complaint, Defendant has been aware of an objectively high likelihood that their actions constituted and continue to constitute infringement of the ’745 Patent and that the ’745 Patent is valid. On information and belief, Defendant could not reasonably, subjectively believe that

its actions do not constitute infringement of the ’745 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’745 patent.

XII. COUNT 6: INFRINGEMENT OF THE ’746 PATENT

90. Plaintiff restates Paragraphs 1 through 89 as if fully rewritten herein.

91. Defendant has, under 35 USC § 271(a) directly infringed, and continues to directly infringe, literally and/or under the doctrine of equivalents, one or more claims, including without limitation at least claims 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22, 23, 24, and 25 of the ’746 Patent, by making, using, offering to sell, selling, leasing, offering to lease, and/or importing into the United States, including within this judicial district, the Accused Products.

92. Defendant continues to directly infringe at least one claim of the ’746 Patent, literally or under the doctrine of equivalents, by making, using, selling, offering for sale, selling, leasing, offering for lease, importing, and/or distributing the Accused Products in the United States, including within this judicial district, without Plaintiff’s authority.

93. Defendant has sold and/or leased the Accused Products to educational institutions and individuals throughout the United States and in the State of Iowa, including in this judicial district, and has induced others to infringe the ’746 Patent by using the Accused Products.

94. Defendant has received notice and actual or constructive knowledge of the ’746 Patent since at least the date of service of this First Amended Complaint.

95. Defendant has engaged in infringement by making, using, offering to sell, selling, leasing, offering to lease, and importing the Accused Products into the United States,

including in this judicial district, despite having knowledge that the Accused Products infringe the ’746 Patent.

96. Since at least the date of service of this First Amended Complaint, through its actions, Defendant has contributed to the infringement of the ’746 Patent by having others sell, offer for sale, selling, leasing, offering for lease, or use the Accused Products throughout the United States, including within this judicial district, with knowledge that the Accused Products infringe the ’746 Patent.

97. The Accused Products are especially made or adapted for infringing the ’746 Patent and have no substantial non-infringing use. For example, in view of the preceding Paragraphs, the Accused Products contain functionality which is material to at least one claim of the ’746 Patent.

98. Plaintiff has been damaged as a result of Defendant’s infringement. Upon information and belief, Defendant will continue to infringe one or more claims of the ’746 Patent unless and until they are enjoined by this Court.

99. Defendant had knowledge of the ’746 patent prior to the filing of this First Amended Complaint. Upon information and belief, Defendant has willfully infringed, and continues to willfully infringe, the ’746 patent, which entitles Plaintiff to enhanced damages under 35 U.S.C. § 285. For example, Defendant undertook and continues their infringing actions despite an objectively high likelihood that such activities infringe the ’746 Patent, which has been duly issued by the PTO and is presumed valid. Moreover, for example, since at least prior to the filing of the First Amended Complaint, Defendant has been aware of an objectively high likelihood that their actions constituted and continue to constitute infringement of the ’746 Patent and that the ’746 Patent is valid. On information and belief,

Defendant could not reasonably, subjectively believe that its actions do not constitute infringement of the ’746 patent. Despite that knowledge and subjective belief, and the objectively high likelihood that its actions constitute infringement, Defendant has continued its infringing activities. As such, Defendant has willfully infringed and/or will continue to willfully infringe the ’746 patent.

XIII. COUNT 5: FALSE ADVERTISING AND UNFAIR COMPETITION UNDER THE LANHAM ACT

100. Plaintiff restates Paragraphs 1 through 99 as if fully rewritten herein.

101. Defendant’s false and misleading claims regarding the Accused Product’s functionality, safety, or certifications, and misleading self-reviews of its own company constitute false advertising and unfair competition, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

102. Defendant made its false and misleading claims in commercial advertisements, bids, and even in reviews of its own business, and caused its statements to enter interstate commerce.

103. Defendant’s false and misleading claims, deceived, or were likely to deceive, a substantial segment of the consumers, colleges, and universities who purchase or lease their combination microwave/minifridges.

104. Defendant’s false and misleading claims were material and likely to influence the purchasing decisions of consumers, universities, and colleges.

105. Defendant’s actions have damaged, and will continue to damage, Intirion, including without limitation injury to Intirion’s commercial interest in reputation and sales by, among other things, causing consumers, universities, and colleges to purchase Defendant’s Accused Products instead of Intirion’s combination microwave/minifridge based on one or

more of Defendant's false representations of the Accused Products' functionality, safety, or certifications, or misleading self-reviews of its own company.

106. Defendant's actions have also resulted in extensive price erosion in the market, as Defendant is able to offer its products for sale at lower price points.

107. Upon information and belief, Defendant's actions have been willful and in bad faith, making this an exceptional case under 15 U.S.C. § 1117(a).

108. As a result of Defendant's wrongful conduct, Plaintiff is entitled to injunctive relief, damages in an amount to be proven at trial, trebled where appropriate, and recovery of all reasonable attorneys' fees and costs incurred herein.

XIV. COUNT 6: TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS

109. Plaintiff restates Paragraphs 1 through 108 as if fully rewritten herein.

110. Plaintiff and Defendant both submitted bids to be suppliers to various universities and colleges, including at least San Diego State University.

111. Upon information and belief, Defendant knew Plaintiff was submitting bids to the same universities and colleges as Defendant.

112. Upon information and belief, Defendant knowingly made material misrepresentations regarding its products, its certifications, and/or itself to better compete against Plaintiff's products, stop Plaintiff from winning the bids, and win the bids for itself.

113. Plaintiff at least did not win the San Diego State University bid because of Defendant's improper interference consisting of false and misleading statements made during the bid process. Upon information and belief, Defendant has won additional work that Plaintiff submitted bids for.

114. As a result of Defendant's wrongful conduct, Plaintiff has been damaged in an amount to be proven at trial.

XV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A judgment that Defendant has directly infringed the Patents in Suit, either literally and/or under the doctrine of equivalents, and continues to directly infringe such Patents in Suit;

B. A judgment and order requiring Defendant to pay Plaintiff damages for infringement of the Patents in Suit under 35 U.S.C. § 284;

C. A judgment and order than Defendant has willfully infringed the Patents in Suit and an award of treble damages to Plaintiff;

D. A judgment that this is an exceptional case within the meaning of 35 U.S.C. § 285 and Plaintiff is therefore entitled to its reasonable attorneys' fees incurred in prosecuting this action;

E. A judgment that Defendant be permanently enjoined from directly or indirectly using in commerce or disseminating to the marketplace any materials, promotional materials, advertising, bids, or other materials containing any false and misleading statements described in this First Amended Complaint, or any advertising or labeling which communicates similar false and misleading messages;

F. Defendant be ordered to issue corrective advertising and corrective notifications to their customers, including colleges and universities that awarded business to Defendant based on Defendant's false and misleading statements;

G. Defendant be ordered to file with this Court and to serve upon Plaintiff within thirty (30) days after the entry and service on Defendant of an injunction, a

report in writing and under oath setting forth in detail the manner in which Defendant has complied with the injunction;

H. A monetary award of all of Defendant's profits derived from its false and misleading advertising, to be trebled in accordance with 15 U.S.C. § 1117;

I. A monetary award of all damages Plaintiff has sustained from Defendant's false advertising and improper interference, including lost profits and lost sales, trebled in accordance with 15 U.S.C. § 1117;

J. A judgment and order requiring Defendant to pay Plaintiff pre- and post-judgment interest on the damages awarded;

K. A judgment and order awarding a compulsory ongoing royalty be paid by Defendant to Plaintiff if no permanent injunction is granted;

L. A judgment and order awarding Plaintiff costs and any disbursements associated with bringing this action;

M. A judgment granting a permanent injunction that restrains and enjoins Defendant, its officers, directors, employees, agents, subsidiaries, successors, assigns and all those in privity with them, or acting in concert with them, from directly or indirectly infringing the Patents in Suit; and

N. Such other and further relief as the Court deems just and equitable under law or in equity.

JURY TRIAL DEMANDED

Plaintiff respectfully requests a trial by jury on all issues so triable.

June 28, 2023

Respectfully submitted,

/s/ Thomas M. Patton

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CERTIFICATE OF SERVICE

I hereby certify that on June 28, 2023, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record registered with CM/ECF.

/s/ *Erica Palmer*