

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

GOOD SPORTSMAN MARKETING, LLC,

CASE NO.: 4:23-cv-3243

Plaintiff,

v.

RUGGED CROSS HUNTING
BLINDS, LLC

Defendant.

SECOND DECLARATION OF CHRISTOPHER SEATON IN SUPPORT OF
DEFENDANT RUGGED CROSS HUNTING BLINDS, LLC'S MOTION TO DISMISS
FOR LACK OF PERSONAL JURISDICTION AND IMPROPER VENUE

1. I am over the age of majority and competent to make this declaration based on my personal and professional knowledge.

2. My name is Christopher Seaton, and I am one of the named inventors of U.S. Patent Nos. 10,765,108 and 10,399,535. The other named inventor is my brother, Mr. Timothy Seaton (hereinafter referred to as "Tim"). Tim and I are both first responders. Tim is a firefighter for Tampa Fire Rescue, and I am a former detective for the Hillsborough County Sheriff's Department in Florida.

3. I have reviewed GSM's response to our motion to dismiss. I notice that GSM refers to Rugged Cross Hunting Blinds, LLC (hereinafter referred to as "RCHB") as a "patent troll." I'm not sure what that term means other than knowing it has a negative connotation, but in this declaration, I briefly explain RCHB's business history.

4. I am an avid hunter and outdoors person and have been for most of my adult life. Tim and I came up with the idea of using a banner mesh material for use in a hunting blind in 2015, when we were looking to build a hunting blind so I could hunt with my son, who was six (6) years old at the time.

6. We wanted to build a blind with extruded aluminum frame members to meet our goal of a structurally sound frame for the blind. To that end, I was familiar with banner mesh

materials that I believed would snugly fit within the spline grooves of the frame members and obtained some to install as panels for a blind. I thought the use of the mesh material would provide sufficient ventilation to provide a comfortable setting for hunting.

7. Based on my experience, mesh material used for hunting was more of a “netting” material and was very thin and flimsy and could not practically be affixed to the extruded frame members. Moreover, the material was primarily used for protection against insects such as mosquitoes and would not have provided a clear view of what is outside of a blind.

8. The banner mesh material we used was white so we applied a camouflage pattern on what would be an exterior side of the blind. The other side (what would be the interior) was not coated and left white.

9. We went ahead and installed it on a blind frame, which we had already built. Unfortunately, the ink coating of the camouflage leaked through the apertures of the mesh and created a coated mesh that was difficult to see through and had a messy looking interior.

10. Tim and I then tried coating the exterior with the same camouflage pattern and coated the interior side with a black ink to cover the blotches of ink that had leaked through to the inside surface. The results were extremely surprising and quite unexpected. More specifically, the mesh material allowed a clear view of the exterior from inside the blind; however, one viewing from the exterior could not make out or see what or who was on the other side of the mesh material.

11. We realized that the mesh material and the blind that we had designed and implemented provided a clear view of the exterior blind, which was a huge advantage over existing ground blinds and shooting houses that I was familiar with. The existing blinds or shooting houses required open windows to see game. However, the views from the windows of existing blinds were obstructed by the walls of the blinds, thereby requiring a hunter to awkwardly lean forward to see to the sides to see game or if game was approaching.

12. When Tim and I set out to build this blind we initially had no expectation to go into the business of building hunting blinds; however, we knew we had something, so we decided to form the company, RCHB, in October of 2015.

13. RCHB then built another blind (we called it the “Austin”) and displayed the blind at the 2016 National Wild Turkey Federation (NWTF) convention in February 2016, in

Nashville, Tennessee. Our Austin blind, with the one-way see through mesh material, was met with rave reviews.

14. While attending the 2016 NWTF convention, Mr. Jason Harris of Primos Hunting (hereinafter “Primos”), a leader in the outdoor industry, approached Tim and me and expressed his excitement about the RCHB mesh material and the Austin blind. Mr. Harris represented that Primos would be very interested in talking with us about a business relationship that would involve Primos developing products that incorporated our novel mesh material.

15. During 2016-2017, RCHB and Primos began developing products, namely hunting blinds, and in particular pop-up hunting blinds, that incorporated the RCHB novel mesh material. Eventually, in 2017, RCHB granted Primos a license. RCHB never had to send a cease-and-desist letter to Primos, who remains a licensee.

16. Eventually, Primos completed development of a series of hunting blinds that it called its Double Bull SURROUNDVIEW blinds, which again incorporated the RCHB novel mesh material. In January 2018, Primos introduced the new Double Bull SURROUNDVIEW blinds at the Archery Trade (ATA) trade show in Indianapolis, Indiana.

17. Similar to the RCHB Austin blind, the outdoor industry heaped praise on the Primos Double Bull SURROUNDVIEW hunting blinds. In December 2018 Primos’ Double Bull SURROUNDVIEW blinds won the prestigious 2019 Golden Bullseye Award for the “Gear of the Year.”

18. Primos successfully sold its Double Bull SURROUNDVIEW ground blinds and continues to do so today; however, in 2019 and 2020, competitors of Primos, such as the Defendant, GSM, who were not licensed by RCHB, introduced infringing ground blinds.

19. More specifically, in 2019 GSM introduced its Muddy (Prevue and Infinity) blinds with a one-way see-through mesh material. In 2022, GSM introduced its Ameristep blinds with a one-way see-through mesh material.

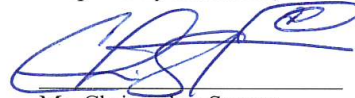
20. While RCHB still makes a small number of hunting blinds each year, our primary business has transitioned to licensing, which sometimes requires enforcement of the ‘535 Patent.

21. Currently, RCHB has licensed four different companies including Primos, Primal Treestands, Outtech Inc., and Millenium Outdoors. RCHB did not have to send a single cease-and-desist letter to successfully license these companies.

22. My brother and I introduced a novel technology to the outdoor industry that has been described as “revolutionary” and “game-changing” with respect to the hunting blinds. We were able to obtain patents that cover that technology. My understanding is that RCHB, as owner of its patents, has every legal right to demand a reasonable royalty from those that are infringing the RCHB patents. Unfortunately, companies, like GSM, refuse to pay royalties and continue to infringe, so RCHB has been forced to file lawsuits.

23. I hereby declare that all statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that will false statement and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,



Mr. Christopher Seaton

November 27, 2023