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7 Attorneys for Plaintiff
TRAFFIX DEVICES, INC.
8

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11	_____)	Case No. 21-3230
12	TRAFFIX DEVICES, INC., a California)	
	corporation,)	COMPLAINT FOR PATENT
13	Plaintiff,)	INFRINGEMENT
)	
14	v.)	DEMAND FOR JURY TRIAL
)	
15	LINDSAY TRANSPORTATION)	
	SOLUTIONS, LLC, a California limited)	
16	liability company,)	
)	
17	Defendant.)	
	_____)	

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1 Plaintiff Traffix Devices, Inc. hereby complains against Lindsay Transportation
2 Solutions, LLC as follows:

3 **I. NATURE OF THE ACTION**

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

6 **II. THE PARTIES**

7 2. Traffix is a corporation organized and existing under the laws of the State of
8 California, with its principal place of business located at 160 Avenida La Pata, San Clemente,
9 CA 92673.

10 3. On information and belief, Lindsay Transportation is a California limited
11 liability company with a principal place of business at 180 River Road, Rio Vista, CA 94571.

12 **III. JURISDICTION AND VENUE**

13 4. This Court has subject-matter jurisdiction over this patent infringement action
14 under 28 U.S.C. §§ 1331 and 1338(a).

15 5. This Court has personal jurisdiction over Lindsay Transportation because it is
16 a California corporation with its principal place of business in this judicial district at 180
17 River Road, Rio Vista, CA 94571. On information and belief, Lindsay Transportation makes,
18 uses, sells, and/or offers for sale infringing products in the United States, including in this
19 district.

20 6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c)
21 and § 1400(b), because Lindsay Transportation resides in this district. Further, Lindsay
22 Transportation has a regular and established place of business in this district and has, on
23 information and belief, committed acts of infringement in this district.

24 **IV. INTRADISTRICT ASSIGNMENT**

25 7. This action is an intellectual property action subject to district-wide
26 assignment pursuant to Local Civil Rules 3-2(c) and 3-5(b).

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V. FACTS

TraFFix Patented Invention

8. Founded in 1986, TraFFix is one of the largest producers of road safety products in the world. It designs and manufactures traffic control devices and crash attenuation products that save lives on the world’s highways. TraFFix employs over 250 people and produces over 100 traffic control and safety products. Headquartered in San Clemente, California, TraFFix has multiple manufacturing locations, including in Adelanto, California and Fairfield, Iowa.

9. TraFFix’s products include crash attenuating devices that are secured by end treatment arrays to the front ends of substantially immovable structures, such as bridge abutments and pillars. Without a crash attenuating device, an impacting vehicle would crash directly into the substantially immovable structure. With TraFFix’s crash attenuating devices in place, an impacting vehicle will impact the end treatment array and “ride down” before reaching the immovable structure, thereby protecting the vehicle occupants from serious injury or death.

10. TraFFix has invested significantly in researching and developing its innovative solutions for improving road safety products, including its crash attenuating devices. TraFFix recognized that when vehicles impacted prior crash attenuating devices, resultant debris could collect underneath the impacting vehicle and cause the vehicle to ride up over that debris and flip over, or “vault.” TraFFix’s engineers set out to solve this problem. After multiple iterations and testing, TraFFix conceived of, developed, and implemented an innovative device called a containment impact frame assembly (also referred to as the containment impact sled). The innovative containment impact frame assembly collects and contains debris resultant from vehicle impact, thus preventing vault.

11. TraFFix incorporated the innovative containment impact frame assembly in its Sentry Longitudinal Energy Dissipater (“SLED®”) line of crash attenuators. This includes the SLED®, the SLED® Euro-Terminal, and the SLED® Mini, which are shown here.

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SLED®



SLED® Euro-Teminal



SLED® Mini

12. As a result of Traffix’s investments in research and development, Traffix has been awarded multiple patents on its innovative solutions. This includes patents directed to its containment impact frame assembly and other innovative aspects of Traffix’s SLED® line of crash attenuators.

Asserted Patents

13. On September 15, 2015, the United States Patent and Trademark Office lawfully and duly issued U.S. Patent No. 9,133,591, entitled “End Treatments and Transitions for Water-Ballasted Protection Barrier Arrays.” A true and correct copy of the ’591 patent is attached hereto as Exhibit 1.

14. On September 29, 2015, the United States Patent and Trademark Office lawfully and duly issued U.S. Patent 9,145,652, entitled “End Treatments and Transitions for Water-Ballasted Protection Barrier Arrays.” A true and correct copy of the ’652 patent is attached hereto as Exhibit 2.

15. On February 26, 2019, the United States Patent and Trademark Office lawfully and duly issued U.S. Patent 10,214,866, entitled “End Treatments and Transitions for Water-Ballasted Protection Barrier Arrays.” A true and correct copy of the ’866 patent is attached hereto as Exhibit 3.

16. On November 3, 2020, the United States Patent and Trademark Office lawfully and duly issued U.S. Patent 10,822,756, entitled “End Treatments and Transitions for Water-Ballasted Protection Barrier Arrays.” A true and correct copy of the ’756 patent is attached hereto as Exhibit 4.

1 17. Traffix owns the entire right, title, and interest in and to each of the '591,
2 '652, '866, and '756 patents (collectively, the "asserted patents").

3 **Lindsay Transportation Accused Device**

4 18. Lindsay Transportation makes, uses, sells, offers for sale, and/or imports into
5 the United States products, including its ABSORB-M crash cushion, that infringes the
6 asserted patents.

7 19. On information and belief, since at least 2019, Lindsay Transportation has
8 made, used, sold, offered for sale, and/or imported into the United States the ABSORB-M.

9 20. On September 30, 2020, Traffix sent letters to Lindsay Transportation
10 providing written notice that the ABSORB-M appears to infringe Traffix's patents and
11 specifically identifying the '591, '652, and '866 patents. Copies of Traffix's September 30,
12 2020 letters to Lindsay Transportation are attached hereto as Exhibit 5.

13 21. On October 2, 2020, Lindsay Transportation sent an e-mail to Traffix
14 providing a four-sentence response that did not address Lindsay Transportation's
15 infringement of the '591, '652, and '866 patents.

16 22. On October 8, 2020, Traffix sent an e-mail to Lindsay Transportation further
17 identifying specific claims of the '591, '652, and '866 patents.

18 23. On October 9, 2020, Lindsay Transportation sent an e-mail to Traffix
19 providing a two-sentence response that did not address Lindsay Transportation's infringement
20 of the '591, '652, and '866 patents, including the specific claims Traffix had identified.

21 24. To date, Lindsay Transportation has not provided a substantive response to
22 Traffix's September 30, 2020 letter notifying Lindsay Transportation of its infringement.

23 25. On November 3, 2020, the '756 patent issued. The application that issued as
24 the '756 patent claims priority to the '591, '652, and '866 patents.

25 26. One month earlier, in its email of October 2, 2020, Lindsay Transportation
26 stated that it had asked a law firm to investigate Traffix's claims that the ABSORB-M
27 infringes the '591, '652, and '866 patents. On information and belief, Lindsay Transportation
28 has monitored Traffix's patent filings related to the '591, '652, and '866 patents since at least

1 October 2020.

2 27. Thus, on information and belief, Lindsay Transportation was aware of the '756
3 patent and its relation to the ABSORB-M since shortly after the '756 patent issued on
4 November 3, 2020.

5 28. On April 28, 2021, Traffix sent a letter to Lindsay Transportation providing
6 explicit notice that the ABSORB-M infringes Traffix's '756 patent, including identifying a
7 specific infringed claim. The April 28, 2021 letter also reiterates that the ABSORB-M
8 product infringes the '591, '652, and '866 patents. Copies of Traffix's April 28, 2021 letter
9 to Lindsay Transportation is attached hereto as Exhibit 6.

10 29. Despite its knowledge of the asserted patents, including being notified at least
11 as early as September 30, 2020 that the ABSORB-M infringes the '591, '652, and '866
12 patents, on information and belief, Lindsay Transportation continues to make, use, sell,
13 and/or offer for sale the ABSORB-M.

14 30. Lindsay Transportation provides an installation manual for the ABSORB-M
15 dated August 14, 2019 (the "ABSORB-M installation manual"). The ABSORB-M installation
16 manual is attached hereto as Exhibit 7. The ABSORB-M installation manual is publicly
17 available on Lindsay Transportation's website and has been since on or about August 14,
18 2019.¹ The ABSORB-M installation manual includes, for example, instructions for
19 assembling the ABSORB-M (Ex. 7 at 16-22) and provides telephone and website contact
20 information for questions about the installation manual (Ex. 7 at 3).

21 **VI. FIRST CLAIM FOR RELIEF**

22 (Infringement of U.S. Patent No. 9,133,591)

23 31. Traffix realleges and incorporates by reference the allegations of paragraphs
24 1-30.

25 32. Lindsay Transportation has made, used, sold, and/or offered for sale the
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27 ¹ Available at [https://www.lindsay.com/uploads/files/sections/950-](https://www.lindsay.com/uploads/files/sections/950-absorb_m_installation_manual_08_15_19_digital.pdf)
28 [absorb_m_installation_manual_08_15_19_digital.pdf](https://www.lindsay.com/uploads/files/sections/950-absorb_m_installation_manual_08_15_19_digital.pdf) (last visited April 26, 2021).

1 ABSORB-M in the United States, imported the ABSORB-M into the United States, and/or
2 exported from the United States all or a substantial portion of the components of the
3 ABSORB-M for which no substantial noninfringing use exists, including within this district.

4 33. Lindsay Transportation has directly infringed at least claim 3 of the '591
5 patent either literally or under the doctrine of equivalents by making, using, offering to sell,
6 and/or selling within the United States and/or importing into the United States the ABSORB-
7 M during the term without authority in violation of 35 U.S.C. § 271(a).

8 34. By way of example, and not limitation, Lindsay Transportation's direct
9 infringement of claim 3 of the '591 patent is shown in the claim chart in Exhibit 8, attached
10 hereto and incorporated herein by reference, which compares exemplary claim 3 to
11 ABSORB-M.

12 35. Alternatively, Lindsay Transportation has actively induced and continues to
13 actively induce others to infringe one or more claims of the '591 patent, including, for
14 example and without limitation, claim 3 of the '591 patent, in violation of 35 U.S.C. § 271(b).
15 For example, with knowledge of the '591 patent, intent to cause the acts which constitute
16 infringement, and knowledge that those acts would result in infringement, Lindsay
17 Transportation has sold and continues to sell its ABSORB-M to customers and end users
18 within the United States (such as departments of transportation, municipal transportation road
19 agencies, roadway contractors, subcontractors, distributors, and dealers) for use in an
20 infringing manner and has provided and continues to provide assembly instructions and
21 customer support that encourage, aid, or abet that infringing use. Those instructions include,
22 for example, its ABSORB-M installation manual (Ex. 7). On information and belief, those
23 customers and end users have used ABSORB-M in an infringing manner.

24 36. Lindsay Transportation has contributed to others' infringement of one or more
25 claims of the '591 patent, including, for example and without limitation, claim 3 of the '591
26 patent, in violation of 35 U.S.C. § 271(c). For example, with knowledge of the '591 patent,
27 Lindsay Transportation has offered to sell or sold to customers and end users within the
28 United States (such as departments of transportation, municipal transportation road agencies,

1 roadway contractors, subcontractors, distributors, and dealers) its ABSORB-M and/or
2 components thereof constituting a material part of the invention claimed in the '591 patent,
3 knowing the ABSORB-M or its components to be especially made or especially adapted for
4 use in an infringement of the '591 patent, and not a staple article or commodity of commerce
5 suitable for substantial noninfringing use.

6 37. Lindsay Transportation has also infringed at least claim 3 of the '591 patent by
7 supplying or causing to be supplied from the United States all or a substantial portion of the
8 components of the ABSORB-M in such as manner as to actively induce the combination of
9 the components outside the United States in a manner that would infringe if the combination
10 occurred within the United States, in violation of 35 U.S.C. § 271(f)(1).

11 38. Lindsay Transportation has also infringed at least claim 3 of the '591 patent by
12 supplying components of the ABSORB-M that are especially made or adapted for use in the
13 ABSORB-M and are not a staple article or commodity of commerce suitable for substantial
14 noninfringing use, with knowledge that the components are so made or adapted and intending
15 that the components will be combined outside the United States in a manner that would
16 infringe if the combination occurred within the United States, in violation of 35 U.S.C. §
17 271(f)(2).

18 39. Lindsay Transportation's infringement of the '591 patent has been and
19 continues to be deliberate and willful. For example, with knowledge of the '591 patent and
20 Traffix's infringement allegations, Lindsay Transportation has continued to infringe that
21 patent. In doing so, Lindsay Transportation knew, or should have known, that its conduct
22 amounted to infringement of the '591 patent.

23 40. Traffix provided Lindsay Transportation with written notice that its
24 ABSORB-M infringes the '591 patent by September 30, 2020, again on October 8, 2020, and
25 again on April 28, 2021.

26 41. Traffix has lost profits from the aforesaid acts of infringement in an amount
27 that is not presently known to Traffix.

28 42. Due to Lindsay Transportation's infringement of the '591 patent, Traffix has

1 been damaged and is entitled to monetary relief in an amount to be determined at trial, but in
2 no event less than a reasonable royalty.

3 43. Unless Lindsay Transportation is enjoined from infringing the '591 patent,
4 Traffix will continue to suffer irreparable injury for which it has no adequate remedy at law.

5 **VII. SECOND CLAIM FOR RELIEF**

6 (Infringement of U.S. Patent No. 9,145,652)

7 44. Traffix realleges and incorporates by reference the allegations of paragraphs
8 1-43.

9 45. Lindsay Transportation has made, used, sold, and/or offered for sale the
10 ABSORB-M in the United States, imported the ABSORB-M into the United States, and/or
11 exported from the United States all or a substantial portion of the components of the
12 ABSORB-M for which no substantial noninfringing use exists, including within this district.

13 46. Lindsay Transportation has directly infringed at least claim 1 of the '652
14 patent either literally or under the doctrine of equivalents by making, using, offering to sell,
15 and/or selling within the United States and/or importing into the United States the ABSORB-
16 M during the term without authority in violation of 35 U.S.C. § 271(a).

17 47. By way of example, and not limitation, Lindsay Transportation's direct
18 infringement of claim 1 of the '652 patent is shown in the claim chart in Exhibit 9, attached
19 hereto and incorporated herein by reference, which compares exemplary claim 1 to
20 ABSORB-M.

21 48. Alternatively, Lindsay Transportation has actively induced and continues to
22 actively induce others to infringe one or more claims of the '652 patent, including, for
23 example and without limitation, claim 1 of the '652 patent, in violation of 35 U.S.C. § 271(b).
24 For example, with knowledge of the '652 patent, intent to cause the acts which constitute
25 infringement, and knowledge that those acts would result in infringement, Lindsay
26 Transportation has sold and continues to sell its ABSORB-M to customers and end users
27 within the United States (such as departments of transportation, municipal transportation road
28 agencies, roadway contractors, subcontractors, distributors, and dealers) for use in an

1 infringing manner and has provided and continues to provide assembly instructions and
2 customer support that encourage, aid, or abet that infringing use. Those instructions include,
3 for example, its ABSORB-M installation manual (Ex. 7). On information and belief, those
4 customers and end users have used ABSORB-M in an infringing manner.

5 49. Lindsay Transportation has contributed to others' infringement of one or more
6 claims of the '652 patent, including, for example and without limitation, claim 1 of the '652
7 patent, in violation of 35 U.S.C. § 271(c). For example, with knowledge of the '652 patent,
8 Lindsay Transportation has offered to sell or sold to customers and end users within the
9 United States (such as departments of transportation, municipal transportation road agencies,
10 roadway contractors, subcontractors, distributors, and dealers) its ABSORB-M and/or
11 components thereof constituting a material part of the invention claimed in the '652 patent,
12 knowing the ABSORB-M or its components to be especially made or especially adapted for
13 use in an infringement of the '652 patent, and not a staple article or commodity of commerce
14 suitable for substantial noninfringing use.

15 50. Lindsay Transportation has also infringed at least claim 1 of the '652 patent by
16 supplying or causing to be supplied from the United States all or a substantial portion of the
17 components of the ABSORB-M in such a manner as to actively induce the combination of
18 the components outside the United States in a manner that would infringe if the combination
19 occurred within the United States, in violation of 35 U.S.C. § 271(f)(1).

20 51. Lindsay Transportation has also infringed at least claim 1 of the '652 patent by
21 supplying components of the ABSORB-M that are especially made or adapted for use in the
22 ABSORB-M and are not a staple article or commodity of commerce suitable for substantial
23 noninfringing use, with knowledge that the components are so made or adapted and intending
24 that the components will be combined outside the United States in a manner that would
25 infringe if the combination occurred within the United States, in violation of 35 U.S.C. §
26 271(f)(2).

27 52. Lindsay Transportation's infringement of the '652 patent has been and
28 continues to be deliberate and willful. For example, with knowledge of the '652 patent and

1 Traffix's infringement allegations, Lindsay Transportation has continued to infringe that
2 patent. In doing so, Lindsay Transportation knew, or should have known, that its conduct
3 amounted to infringement of the '652 patent.

4 53. Traffix provided Lindsay Transportation with written notice that its
5 ABSORB-M infringes the '652 patent by September 30, 2020, again on October 8, 2020, and
6 again on April 28, 2021.

7 54. Traffix has lost profits from the aforesaid acts of infringement in an amount
8 that is not presently known to Traffix.

9 55. Due to Lindsay Transportation's infringement of the '652 patent, Traffix has
10 been damaged and is entitled to monetary relief in an amount to be determined at trial, but in
11 no event less than a reasonable royalty.

12 56. Unless Lindsay Transportation is enjoined from infringing the '652 patent,
13 Traffix will continue to suffer irreparable injury for which it has no adequate remedy at law.

14 **VIII. THIRD CLAIM FOR RELIEF**

15 (Infringement of U.S. Patent No. 10,214,866)

16 57. Traffix realleges and incorporates by reference the allegations of paragraphs
17 1-56.

18 58. Lindsay Transportation has made, used, sold, and/or offered for sale the
19 ABSORB-M in the United States, imported the ABSORB-M into the United States, and/or
20 exported from the United States all or a substantial portion of the components of the
21 ABSORB-M for which no substantial noninfringing use exists, including within this district.

22 59. Lindsay Transportation has directly infringed at least claim 1 of the '866
23 patent either literally or under the doctrine of equivalents by making, using, offering to sell,
24 and/or selling within the United States and/or importing into the United States the ABSORB-
25 M during the term without authority in violation of 35 U.S.C. § 271(a).

26 60. By way of example, and not limitation, Lindsay Transportation's direct
27 infringement of claim 1 of the '866 patent is shown in the claim chart in Exhibit 10, attached
28 hereto and incorporated herein by reference, which compares exemplary claim 1 to

1 ABSORB-M.

2 61. Alternatively, Lindsay Transportation has actively induced and continues to
3 actively induce others to infringe one or more claims of the '866 patent, including, for
4 example and without limitation, claim 1 of the '866 patent, in violation of 35 U.S.C. § 271(b).
5 For example, with knowledge of the '866 patent, intent to cause the acts which constitute
6 infringement, and knowledge that those acts would result in infringement, Lindsay
7 Transportation has sold and continues to sell its ABSORB-M to customers and end users
8 within the United States (such as departments of transportation, municipal transportation road
9 agencies, roadway contractors, subcontractors, distributors, and dealers) for use in an
10 infringing manner and has provided and continues to provide assembly instructions and
11 customer support that encourage, aid, or abet that infringing use. Those instructions include,
12 for example, its ABSORB-M installation manual (Ex. 7). On information and belief, those
13 customers and end users have used ABSORB-M in an infringing manner.

14 62. Lindsay Transportation has contributed to others' infringement of one or more
15 claims of the '866 patent, including, for example and without limitation, claim 1 of the '866
16 patent, in violation of 35 U.S.C. § 271(c). For example, with knowledge of the '866 patent,
17 Lindsay Transportation has offered to sell or sold to customers and end users within the
18 United States (such as departments of transportation, municipal transportation road agencies,
19 roadway contractors, subcontractors, distributors, and dealers) its ABSORB-M and/or
20 components thereof constituting a material part of the invention claimed in the '866 patent,
21 knowing the ABSORB-M or its components to be especially made or especially adapted for
22 use in an infringement of the '866 patent, and not a staple article or commodity of commerce
23 suitable for substantial noninfringing use.

24 63. Lindsay Transportation has also infringed at least claim 1 of the '866 patent by
25 supplying or causing to be supplied from the United States all or a substantial portion of the
26 components of the ABSORB-M in such a manner as to actively induce the combination of
27 the components outside the United States in a manner that would infringe if the combination
28 occurred within the United States, in violation of 35 U.S.C. § 271(f)(1).

1 exported from the United States all or a substantial portion of the components of the
2 ABSORB-M for which no substantial noninfringing use exists, including within this district.

3 72. Lindsay Transportation has directly infringed at least claim 10 of the '756
4 patent either literally or under the doctrine of equivalents by making, using, offering to sell,
5 and/or selling within the United States and/or importing into the United States the ABSORB-
6 M during the term without authority in violation of 35 U.S.C. § 271(a).

7 73. By way of example, and not limitation, Lindsay Transportation's direct
8 infringement of claim 10 of the '756 patent is shown in the claim chart in Exhibit 11, attached
9 hereto and incorporated herein by reference, which compares exemplary claim 10 to
10 ABSORB-M.

11 74. Alternatively, Lindsay Transportation has actively induced and continues to
12 actively induce others to infringe one or more claims of the '756 patent, including, for
13 example and without limitation, claim 10 of the '756 patent, in violation of 35 U.S.C. §
14 271(b). For example, on information and belief, with knowledge of the '756 patent, intent to
15 cause the acts which constitute infringement, and knowledge that those acts would result in
16 infringement, Lindsay Transportation has sold and continues to sell its ABSORB-M to
17 customers and end users within the United States (such as departments of transportation,
18 municipal transportation road agencies, roadway contractors, subcontractors, distributors, and
19 dealers) for use in an infringing manner and has provided and continues to provide assembly
20 instructions and customer support that encourage, aid, or abet that infringing use. Those
21 instructions include, for example, its ABSORB-M installation manual (Ex. 7). On
22 information and belief, those customers and end users have used ABSORB-M in an
23 infringing manner.

24 75. Lindsay Transportation has contributed to others' infringement of one or more
25 claims of the '756 patent, including, for example and without limitation, claim 10 of the '756
26 patent, in violation of 35 U.S.C. § 271(c). For example, on information and belief, with
27 knowledge of the '756 patent, Lindsay Transportation has offered to sell or sold to customers
28 and end users within the United States (such as departments of transportation, municipal

1 transportation road agencies, roadway contractors, subcontractors, distributors, and dealers)
2 its ABSORB-M and/or components thereof constituting a material part of the invention
3 claimed in the '756 patent, knowing the ABSORB-M or its components to be especially made
4 or especially adapted for use in an infringement of the '756 patent, and not a staple article or
5 commodity of commerce suitable for substantial noninfringing use.

6 76. Lindsay Transportation has also infringed at least claim 10 of the '756 patent
7 by supplying or causing to be supplied from the United States all or a substantial portion of
8 the components of the ABSORB-M in such a manner as to actively induce the combination
9 of the components outside the United States in a manner that would infringe if the
10 combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1).

11 77. Lindsay Transportation has also infringed at least claim 10 of the '756 patent
12 by supplying components of the ABSORB-M that are especially made or adapted for use in
13 the ABSORB-M and are not a staple article or commodity of commerce suitable for
14 substantial noninfringing use, with knowledge that the components are so made or adapted
15 and intending that the components will be combined outside the United States in a manner
16 that would infringe if the combination occurred within the United States, in violation of 35
17 U.S.C. § 271(f)(2).

18 78. Lindsay Transportation's infringement of the '756 patent has been and
19 continues to be deliberate and willful. For example, on information and belief, with
20 knowledge of the '756 patent and Traffix's infringement allegations, Lindsay Transportation
21 has continued to infringe that patent. In doing so, Lindsay Transportation knew, or should
22 have known, that its conduct amounted to infringement of the '756 patent.

23 79. On information and belief, Lindsay Transportation was aware of the '756
24 patent since shortly after the '756 patent issued on November 3, 2020. Traffix also provided
25 Lindsay Transportation with written notice that its ABSORB-M infringes the '756 patent by
26 April 28, 2021.

27 80. Traffix has lost profits from the aforesaid acts of infringement in an amount
28 that is not presently known to Traffix.

1 81. Due to Lindsay Transportation's infringement of the '756 patent, Traffix has
2 been damaged and is entitled to monetary relief in an amount to be determined at trial, but in
3 no event less than a reasonable royalty.

4 82. Unless Lindsay Transportation is enjoined from infringing the '756 patent,
5 Traffix will continue to suffer irreparable injury for which it has no adequate remedy at law.

6 **X. PRAYER FOR RELIEF**

7 **WHEREFORE**, Traffix prays for judgment and seeks relief as follows:

8 a. A judgment in favor of Traffix and against Lindsay Transportation on all
9 claims for relief alleged herein;

10 b. A judgment in favor of Traffix that Lindsay Transportation has infringed one
11 or more claims of the '591 patent;

12 c. A judgment in favor of Traffix that Lindsay Transportation has infringed one
13 or more claims of the '652 patent;

14 d. A judgment in favor of Traffix that Lindsay Transportation has infringed one
15 or more claims of the '866 patent;

16 e. A judgment in favor of Traffix that Lindsay Transportation has infringed one
17 or more claims of the '756 patent;

18 f. A permanent injunction enjoining Lindsay Transportation, as well as its
19 officers, agents, servants, employees, and attorneys and those persons in active concert or
20 participation with Lindsay Transportation, from infringing any of the '591, '652, '866, and
21 '756 patents, including from making, using, selling, offering to sell, and/or importing the
22 ABSORB-M;

23 g. An accounting of all gains, profits, and advantages derived by Lindsay
24 Transportation's infringement of the '591, '652, '866, and '756 patents and an award of
25 damages adequate to compensate Traffix for that infringement;
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- 1 h. An order trebling damages and/or for exemplary damages due to Lindsay
- 2 Transportation's intentional and willful conduct;
- 3 i. An award of prejudgment and post judgment interest and costs to this action
- 4 against Lindsay Transportation;
- 5 j. An order adjudging that this case is exceptional under 35 U.S.C. § 285 and
- 6 awarding Traffix its attorneys' fees incurred in connection with this action; and
- 7
- 8 k. Such other and further relief that the Court deems just and proper.

9 KNOBBE, MARTENS, OLSON & BEAR, LLP

10
11 Dated: April 30, 2021

By: /s/ Christy G. Lea

Christy G. Lea
Justin J. Gillett
Adam R. Aquino

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14 Attorneys for Plaintiff
TRAFFIX DEVICES, INC.
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DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Traffix Devices, Inc. hereby demands a trial by jury on all issues so triable.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: April 30, 2021

By: /s/ Christy G. Lea
Christy G. Lea
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TRAFFIX DEVICES, INC.

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