

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

modulR LLC,

Court File No. _____ (___/___)

Plaintiff,

v.

COMPLAINT AND JURY DEMAND

TreeFrog Developments, Inc.
dba LifeProof

Defendant.

Plaintiff modulR LLC (“modulR”), for its Complaint against Defendant TreeFrog Developments, Inc. dba LifeProof (“LifeProof”), states and alleges as follows:

THE PARTIES

1. modulR is a Kentucky limited liability company with its principal place of business at 1205 East Washington Street, #108, Louisville, KY 40206.

2. modulR is registered to do business in Minnesota and has a registered office at 16559 Creekside Lane, Minnetonka, MN 55345. modulR’s inventory is located within this district, and all of modulR’s outsourced operations are in Minnesota.

3. Upon information and belief, LifeProof is a Delaware corporation with its principal place of business at 15110 Avenue of Science, San Diego, CA 92128.

JURISDICTION AND VENUE

4. This is an action for patent infringement arising under the patent laws of the United States, including 35 U.S.C. §§ 271 and 281-285.

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and 1400(b) because LifeProof is subject to personal jurisdiction in this judicial district and, on information and belief, has committed acts of infringement in this district.

FACTS

7. modulR sells mobile solutions for use with Apple Inc.'s iPad[®] products. For example, modulR sells covers, cases, stands, and pouches for iPads. It sells these solutions throughout the United States, including in Minnesota.

8. modulR is the owner, by assignment, of United States Patent No. 8,567,599, entitled "Multifunctional Electronic Device Case" (the "'599 patent"). A copy of the '599 patent is attached as **Exhibit A**.

9. LifeProof imports, makes, uses, sells, or offers to sell cases for iPads within the United States under the brand name "LifeProof nüüd for iPad 2|3|4," as well as a "Strap Accessory Pack" for use with the LifeProof nüüd for iPad 2|3|4 product (the "Accused Products").

COUNT 1 – INFRINGEMENT OF THE '599 PATENT

10. The Accused Products infringe one or more claims of the '599 patent, including at least claim 1. As a result, LifeProof infringed the '599 patent by importing, manufacturing, using, selling, or offering to sell the Accused Products, and any other products of substantially similar design, in the United States.

11. LifeProof offers to sell or sells the Accused Products throughout the United States, including within this district. For example, LifeProof's website offers to sell customers the Accused Products and advertises "FREE Shipping in Continental US."

12. LifeProof also offers to sell or sells the Accused Products throughout the United States through online retailers like Best Buy and Amazon. On October 30, 2013, the Best Buy and Amazon websites each listed the Accused Products as being for sale and offered shipping to Minnesota.

13. LifeProof's infringement of the '599 patent has damaged modulR, and modulR will continue to be damaged in the future and will suffer further irreparable injury, for which modulR has no adequate remedy at law, unless LifeProof is preliminarily and permanently enjoined from infringing the '599 patent.

14. modulR reserves the right to take discovery regarding indirect and willful infringement, and it will amend its pleading accordingly if it discovers evidence supporting those claims.

PRAYER FOR RELIEF

WHEREFORE, modulR prays for judgment that:

- A. The '599 patent is valid and infringed by LifeProof;
- B. LifeProof and its officers, agents, servants, directors, employees, affiliated entities, and those persons in active concert or participation with any of them, be enjoined from further infringement of the '599 patent;

C. LifeProof and its officers, agents, servants, directors, employees, affiliated entities, and those persons in active concert or participation with any of them, be enjoined from continuing to import, manufacture, use, sell, or offer to sell the Accused Product;

D. An accounting be had for the profits and damages arising out of LifeProof's infringement of the '599 patent;

E. modulR be awarded compensatory damages, but no less than a reasonable royalty;

F. modulR be awarded its attorneys' fees, costs, and expenses in this action;

G. modulR be awarded pre-judgment and post-judgment interest on its damages, as allowed by law; and

H. modulR be awarded such other relief as this Court may deem just, equitable, and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, modulR respectfully requests a trial by jury of all issues so triable.

Dated: October 31, 2013

s/ Grant D. Fairbairn
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