

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

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DRI-DESIGN, LLC,

Plaintiff,

vs.

A. ZAHNER COMPANY,

Defendant.

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Case No.

Hon.

**COMPLAINT FOR DECLARATORY  
JUDGMENT**

James Moskal (P41885)  
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Plaintiff complains against defendant as follows:

1. This is an action arising under the patent laws of the United States, Title 35 of the United States Code. Defendant A. Zahner Company (Zahner) has asserted against plaintiff Dri-Design, LLC (Dri-Design) rights under U.S. Patent No. 7,212,688 (the Patent), of which Zahner is the assignee, based on Dri-Design's manufacture and sale of its perforated imaging and embossing products. A copy of the Patent is attached as Exhibit A. Dri-Design seeks a declaration that it does not infringe the Patent or that the Patent is invalid.

2. Dri-Design is a Michigan limited liability company. Dri-Design's headquarters and principal place of business are in Holland, Michigan.

3. Zahner is a Missouri corporation. Zahner's headquarters and principal place of business are in Kansas City, Missouri. Zahner conducts business nationwide, including in this judicial district, and is subject to personal jurisdiction in this judicial district.

4. Dri-Design seeks relief under the Declaratory Judgment Act. The Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338 and 2201. Venue is proper under 28 U.S.C. §§ 1391 and 1400.

5. There exists an actual controversy between Dri-Design and Zahner. Zahner has charged Dri-Design with infringement of the Patent due to Dri-Design's ongoing manufacture and sale of its perforated imaging and embossing products, and Zahner has threatened to sue Dri-Design or its customers with respect to the products. Dri-Design contends that it has the right to manufacture and sell the products without license from Zahner.

### **COUNT I**

6. Dri-Design incorporates the allegations in paragraphs 1-5 above.

7. Zahner contends that Dri-Design is infringing the Patent by manufacturing, offering to sell and selling its products.

8. Dri-Design is not infringing the Patent because its products and their manufacture do not fall within the scope of the Patent claims.

### **COUNT II**

9. Dri-Design incorporates the allegations in paragraphs 1-8 above.

10. To the extent that any claim of the Patent can be construed to cover Dri-Design's products or their manufacture, the claim is invalid for failure to meet the requirements for patentability under Title 35 of the United States Code.

WHEREFORE, Dri-Design requests that the Court:

(a) Enter judgment declaring that Dri-Design is not infringing the Patent, or that the Patent claims are invalid; and

(b) Award Dri-Design all additional relief to which it is entitled.

WARNER NORCROSS & JUDD LLP

Dated: October 23, 2012

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