

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNI-SYSTEMS, LLC,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	
UNITED STATES TENNIS	:	
ASSOCIATION INCORPORATED, USTA	:	
NATIONAL TENNIS CENTER	:	
INCORPORATED, ROSSETTI INC.,	:	Case No. 1:17-cv-00147-KAM-CLP
MATTHEW L. ROSSETTI ARCHITECT,	:	
P.C., HUNT CONSTRUCTION GROUP,	:	THIRD AMENDED COMPLAINT
INC., HARDESTY & HANOVER, LLC,	:	
HARDESTY & HANOVER, LLP,	:	DEMAND FOR JURY TRIAL
MORGAN ENGINEERING SYSTEMS,	:	
INC., MORGAN KINETIC	:	
STRUCTURES, INC., MORGAN	:	
AUTOMATION, INC., and GEIGER	:	
GOSSEN CAMPBELL ENGINEERS, P.C.,	:	
DBA GEIGER ENGINEERS	:	
	:	
Defendants.	:	
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INTRODUCTION

For nearly two decades, Uni-Systems, LLC (“Uni-Systems”) has been the leading designer of retractable roof systems in the United States, having designed and implemented retractable roof systems for major stadiums throughout the country. Uni-Systems owns a portfolio of United States patents and employs confidential and proprietary software, mechanization design principles and criteria, and methods for implementing these mechanization design principles and criteria using engineered solutions, all of which constitute Uni-Systems’ trade secrets. This intellectual property reflects Uni-Systems’ position as the industry leader in retractable roof innovation.

Around 2003, Defendant Hunt Construction Group, Inc. (“Hunt”) engaged Uni-Systems to design, fabricate, and install the retractable roof at the Arizona Cardinals Stadium. The Arizona Cardinals also hired Uni-Systems to provide maintenance and repairs to the retractable roof once operational. In connection with this project and under guarantees of strict confidentiality, Uni-Systems provided the Arizona Cardinals with its confidential and proprietary trade secret information for retractable roof maintenance. Determined to establish a competitor against Uni-Systems for retractable roof projects, Hunt conspired with Hardesty & Hanover, LLC and Hardesty & Hanover, LLP (collectively, “Hardesty & Hanover”) to take over the maintenance of the roof, and in so doing, to obtain access to and acquire Uni-Systems’ trade secret retractable roof technology. To implement this plan, Hardesty & Hanover successfully offered to the Arizona Cardinals to handle the maintenance of the retractable roof at a financial loss, acquired Uni-Systems’ trade secrets while acting as maintenance provider, and unlawfully used Uni-Systems’ trade secreted innovations to develop its own competitive offerings.

In and around the same time period when Hunt and Hardesty & Hanover conspired to achieve Hardesty & Hanover’s taking over of the maintenance of the Arizona Cardinals Stadium retractable roof, Hunt and Hardesty & Hanover further conspired to facilitate Hardesty & Hanover’s access to Uni-Systems’ trade secrets and other confidential and proprietary information in connection with another retractable roof project—the Florida Marlins Ballpark. To that end, Hunt, who served as the general contractor for the Florida Marlins Ballpark project, initially attempted to convince the Marlins ownership group to hire Hardesty & Hanover and Morgan Engineering Systems, Inc. (“Morgan Engineering”) to complete the retractable roof portion of the project. When that effort failed and the retractable roof project was awarded to Uni-Systems, Hunt persuaded the Marlins to hire Hardesty & Hanover to conduct a peer review of Uni-Systems’

designs and specifications—despite the fact that Hardesty & Hanover was unqualified to do so, having never before independently designed or built a stadium retractable roof. In connection with the peer review, Hardesty & Hanover received Uni-Systems’ trade secrets and other confidential and proprietary information related to retractable roof technology, subject to various confidentiality obligations—including, among other things, an express prohibition against disclosing or using the information in connection with any other project. Working together with Hunt to establish itself as a viable competitor to Uni-Systems, Hardesty & Hanover violated these confidentiality obligations and misappropriated Uni-Systems’ trade secrets by using the information disclosed in confidence during the peer review to develop competitive retractable roof technology. Hunt and Hardesty & Hanover’s joint purpose in doing so was to establish the second supplier and competitor to Uni-Systems that Hunt had long sought and for whom Hunt had long stated was its desire.

In 2011, Uni-Systems learned that Defendants United States Tennis Association Incorporated (“USTA”) and USTA National Tennis Center Incorporated (“USTA NTC,” and together with USTA, the “Tennis Defendants”) planned to construct a retractable roof over Arthur Ashe Stadium at the USTA Billie Jean King National Tennis Center (the “National Tennis Center”) in Flushing, New York (the “Ashe Retractable Roof”), which was to be designed by Rossetti Inc. and Matthew L Rossetti Architect, P.C. (“Matthew Rossetti P.C.”) (collectively, “Rossetti”) and built by Hunt. Hardesty & Hanover ultimately won the design work for the Ashe Retractable Roof, not only utilizing Uni-Systems’ trade secrets it had taken in connection with the Arizona Cardinals Stadium maintenance work and the Florida Marlins Ballpark peer review, but also infringing on Uni-Systems’ patented technology. Morgan Engineering, together with Morgan Kinetic Structures, Inc. (“Morgan Kinetic”) and Morgan Automation, Inc. (“Morgan Automation”)

(collectively, “Morgan”) and Defendant Geiger Gossen Campbell Engineers, P.C., dba Geiger Engineers (“Geiger”) provided additional design services related to the roof mechanization for the Ashe Retractable Roof. In designing, engineering, building, utilizing, and supplying mechanisms for the Ashe Retractable Roof, all Defendants infringe Uni-Systems’ patents. Although Uni-Systems notified Defendants of its claims for patent infringement and misappropriation of trade secrets via letter in May 2016, Defendants ignored requests to meet to discuss a resolution of the dispute, necessitating this litigation.

In 2016, Uni-Systems discovered that the Tennis Defendants had plans to construct another retractable roof over the new Louis Armstrong Stadium at the National Tennis Center (the “Armstrong Retractable Roof”). The Armstrong Retractable Roof utilizes many of the same design elements as the Ashe Retractable Roof. Like the Ashe Retractable Roof, the design for the Armstrong Retractable Roof infringes Uni-Systems’ patented technology. Moreover, because Defendants are also involved in the design and construction of the Armstrong Retractable Roof, it is inevitable that the Armstrong Retractable Roof, like the Ashe Retractable Roof before it, incorporates Uni-Systems’ trade secrets and other confidential and proprietary information.

Uni-Systems hereby files this Third Amended Complaint for Patent Infringement, Trade Secrets Misappropriation, Unfair Competition, and Breach of Contract against Defendants USTA, USTA NTC, Hunt, and Geiger (collectively, “Defendants”). Uni-Systems further alleges as follows:

THE PARTIES

1. Plaintiff Uni-Systems, LLC (“Uni-Systems” or “Plaintiff”) is a Minnesota limited liability company located at 2924 Second Street North, Minneapolis, MN 55411. Cyril Silberman

is the sole member of Uni-Systems and has been a resident of the State of Florida at least since 2008.

2. Defendant USTA National Tennis Center Incorporated (“USTA NTC”) is a not-for-profit corporation incorporated under the laws of the state of New York with its principal place of business at 70 West Red Oak Lane, White Plains, New York 10604. USTA NTC owns and operates the Arthur Ashe Stadium and the Louis Armstrong Stadium, both of which are located at the National Tennis Center in Flushing Meadows, New York, in this judicial district.

3. Defendant United States Tennis Center Incorporated (“USTA”) is a not-for-profit corporation incorporated under the laws of the state of New York with its principal place of business also at 70 West Red Oak Lane, White Plains, New York 10604. USTA managed and oversaw the roof projects at the National Tennis Center. USTA hosts the U.S. Open, an annual tennis tournament that takes place at the National Tennis Center and attracts hundreds of thousands of spectators. On information and belief, USTA generates a substantial amount of its revenue from the U.S. Open. USTA and USTA NTC are referred to collectively as the “Tennis Defendants.”

4. Defendant Hunt Construction Group, Inc. (“Hunt”) is a corporation incorporated under the laws of the state of Indiana with its principal place of business at 2450 South Tibbs Avenue, Indianapolis, Indiana 46241.

5. Defendant Geiger Gossen Campbell Engineers, P.C., dba Geiger Engineers (“Geiger”) is a corporation incorporated under the laws of the state of New York with its principal place of business at 2 Executive Boulevard, Suite 309, Suffern, New York 10901.

JURISDICTION AND VENUE

6. This action involves claims for violation of 35 U.S.C. §§ 1 *et seq.* and 18 U.S.C. § 1836 *et seq.* Accordingly, this action arises under the laws of the United States and this Court

has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has supplemental jurisdiction over all other claims pursuant to 28 U.S.C. § 1367 because such claims are so related to the federal question claims that they form part of the same case or controversy under Article III of the United States Constitution.

7. This Court has personal jurisdiction over the Tennis Defendants and Geiger because they are domiciled in the state of New York. This Court has personal jurisdiction over all Defendants because, on information and belief, Defendants transact business and have continuous and systematic contacts in this district, maintain an ongoing presence within this district, have purposefully availed themselves of the privileges and benefits of the laws of the state of New York, and/or have engaged in acts, including patent infringement, within New York that have caused injury to Uni-Systems in New York.

8. Venue is proper in this District under 28 U.S.C. § 1400(b) with respect to each Defendant because each Defendant has committed acts of infringement and has a regular and established place of business in this judicial district.

9. The Tennis Defendants reside in the State of New York and have a regular and established place of business in this judicial district at the National Tennis Center.

10. Hunt has had a regular and established place of business in this judicial district at the National Tennis Center, namely, the construction sites for the Arthur Ashe Stadium Retractable Roof, the Louis Armstrong Stadium, and other projects for which Hunt has served as the construction manager.

11. Geiger resides in the State of New York has had a regular and established place of business in this district at the National Tennis Center, namely, the construction site for the Arthur Ashe Stadium.

FACTUAL BACKGROUND

A. Uni-Systems Company Background

1. Uni-Systems Is the Leading Designer of Retractable Roof Systems

12. Founded in 1968, Uni-Systems is a global leader in the design, fabrication, installation, and management of kinetic architecture. It creates transformative, mechanized structures that change with climate, need, or purpose. Originally established to develop moveable architecture in the aerospace industry, Uni-Systems expanded into the military, construction, entertainment, and sports industries. From movable gates to airline hangar doors and large-body docking equipment, retractable roofs, and moving walls, Uni-Systems designs the mechanization systems that permit large structures to move. Indeed, the very term “kinetic architecture” was coined by Uni-Systems.

13. Uni-Systems is the leading designer of retractable roof systems in the United States. It has designed, fabricated, and installed the most prominent retractable roofs over the past decade, including those at Minute Maid Ballpark and Reliant Stadium in Houston, Texas; Marlins Ballpark in Miami, Florida; Lucas Oil Stadium in Indianapolis, Indiana; Cowboys Stadium near Dallas, Texas; and University of Phoenix (Cardinals) Stadium in Glendale, Arizona.

2. Uni-Systems’ Patents-In-Suit Reflect Retractable Roof Innovation

14. Uni-Systems’ intellectual property reflects its position as the industry leader in retractable roof innovation. Uni-Systems owns a portfolio of pioneering United States patents in this field, including but not limited to United States Patent Nos. 6,789,360 and 7,594,360.

15. On September 14, 2004, U.S. Patent No. 6,789,360 (the “Retention Mechanism patent”), entitled “*Retractable Roof System for Stadium*,” was duly and legally issued by the United

States Patent and Trademark Office. A true and correct copy of the Retention Mechanism patent is attached as Exhibit A to this Third Amended Complaint.

16. Uni-Systems is the owner, by assignment, of all rights, title, and interest in the Retention Mechanism patent.

17. Uni-Systems developed the Retention Mechanism patent, including its disclosure of the tied arch structural system, based on its recognition of the need for an improved stadium roof design that was lighter in weight, less bulky, and less likely to interfere with the view of spectators within the stadium than those allowed by conventional stadium roof designs.

18. On September 29, 2009, U.S. Patent No. 7,594,360 (the “Lateral Release patent”), entitled “*Lateral Release Mechanism for Movable Roof Panels*,” was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the Lateral Release patent is attached as Exhibit B to this Third Amended Complaint.

19. Uni-Systems is the owner, by assignment, of all rights, title, and interest in the Lateral Release patent.

20. Uni-Systems developed the Lateral Release patent based on its recognition of the need for an improved design for a retractable roof and transport mechanism that was compact, lightweight, reduced the structural requirements for the supporting structure, and capable of maintaining its stability and alignment both during normal use as well as in extreme conditions more capably than comparable mechanisms previously known.

21. The Retention Mechanism patent and the Lateral Release patent (collectively, the “Patents-in-Suit”) are valid, enforceable, and were duly issued in full compliance with Title 35 of the United States Code.

**3. Uni-Systems’ Retractable Roof Operation Software and Know-How
Constitute Uni-Systems Trade Secrets**

22. In addition to Uni-Systems' patents in the field of retractable roofs, Uni-Systems also employs confidential and proprietary software, mechanization design principles and criteria, and methods for implementing these mechanization design principles and criteria using engineered solutions. The software is used to implement the operation of bogies (i.e., the vehicles that open and close a retractable roof). The software includes a variety of innovative operation instructions, such as a safety component that controls the motion profile of the bogies to ensure the roof is opened and closed safely. Although not patented, this software is highly valuable to the company and its customers because of its confidential nature. In addition, the science, research, and testing embodied in Uni-Systems' mechanization design principles and criteria and methods for implementing the same using engineered solutions are among the reasons Uni-Systems' devices comprising its stadium retractable roofs are reliable, long-lasting, and competitively priced. All of these elements are confidential and proprietary and constitute Uni-Systems' trade secrets.

23. On information and belief, the Ashe Retractable Roof and Armstrong Retractable Roof incorporate the following general categories of Uni-Systems' trade secrets, confidential information, and proprietary information:

a. Category 1: Movement of Roof Panels: Uni-Systems developed a roof system having two mechanized roof panels that move relative to fixed super trusses. Each roof panel is constructed as a rigid structure that spans between two roof rails and is operable by controlling the position of the roof carriers along a travel path that is defined by the roof rails. Since the roof panels are rigid structures, the integrity and safety of the roof system depends on the operable roof panels staying square on the rails within a specified tolerance (i.e., minimize skew of each roof panel during operation). Understanding that roof skew (i.e., panel racking) is a significant load case for a lightweight, retractable roof, Uni-Systems developed and designed a

roof system that efficiently and effectively accounted for the roof skew load case. Uni-Systems further developed software to control the movement of the roof panels in a cost effective, highly reliable, and highly redundant manner. The methods and techniques used by Uni-Systems to determine whether and how to safely conduct the synchronized movements are Uni-Systems' proprietary, confidential, and trade secret information.

b. Category 2: Speed Control of Roof Panel Movements: Controlling the speed, including acceleration and deceleration, of the retractable panels is of prime importance for a retractable roof. As winds change speed, the optimum system speed of the retractable roof changes. Uni-Systems has spent a considerable amount of time, money and energy to determine how changes in wind speed and direction can impact the proper performance of the retractable roof. The use of motors to address these issues, along with the information collected and the testing conducted to determine wind loads and proper implementation of the motors, are Uni-Systems' proprietary, confidential, and trade secret information.

c. Category 3: Safety Redundancies: Uni-Systems' retractable roof systems employ various safety redundancies, including: (1) safety protocol verification systems, (2) rail clamps, (3) cable support of the roof panel, (4) multiple pinions, (5) a heartbeat, (6) an end-of-travel proximity switch, (7) hydraulic bumpers, and (8) uplift clips. The introduction, design, and implementation of each of these safety redundancies constitute Uni-Systems' proprietary, confidential, and trade secret information.

d. Category 4: Cable Drum Drives and Their Placement Within the System: Uni-Systems' cable drum drive design and implementation for a retractable roof design constitutes its proprietary, confidential, and trade secret information. The placement of the cable drum drives

and the orientation of safety brakes and gear-driven assemblies in Uni-Systems' retractable roof design also constitute Uni-Systems' proprietary, confidential, and trade secret information.

e. Category 5: Roof Load Management: Uni-Systems' systems and methods for managing the roof gravity load, wind loads, and seismic loading in its retractable roof design constitute Uni-Systems' proprietary, confidential, and trade secret information.

f. Category 6: Lateral Release Mechanism: Uni-Systems' proprietary, confidential, and trade secret information in this category includes the choice to use a lateral release mechanism, as well as the specific designs and techniques for building and applying the lateral release mechanism.

g. Category 7: End-Stop Bumpers: Uni-Systems has invested significant time and expense prototyping and developing flexible end-stop bumpers for retractable roofs. The determination of load cases for the end-stop bumpers and the design of the bumpers to accommodate those load cases are all part of the technology that comprises Uni-Systems' proprietary, confidential, and trade secret information in this area.

h. Category 8: Maintenance Efficiencies Designs: Uni-Systems' retractable roof design includes several efficiencies for maintenance, including (1) wheel replacement, and (2) data collection and remote diagnostic services. These efficiencies constitute Uni-Systems' proprietary, confidential, and trade secret information.

i. Category 9: Wheel Design: Uni-Systems' approach to wheel design and implementation constitutes its proprietary, confidential, and trade secret information.

24. Uni-Systems' trade secrets were developed over the course of many years and at great expense through rigorous and repeated prototyping and testing of various designs and assembly procedures for numerous devices and components that comprise a stadium retractable

roof. The result is that Uni-Systems has consistently designed and built the most reliable stadium retractable roofs in the world.

25. As is well known to those working in the construction industry, the industry is divided into standard divisions—historically there were sixteen, today there are fifty. The purpose of these standard divisions is to organize and standardize information and specifications for building construction projects. With its trade secrets, Uni-Systems has historically been able to market itself as a professional service provider that is outside the purview of the standard architectural divisions for complex building construction, and as a builder of structures that are not subject to commoditization or standard specification. Unlike the standard architectural divisions, there have been until now no standard specifications for the construction of stadium retractable roofs. The reason is Uni-Systems’ decades-long maintenance of its stadium retractable roof construction-related trade secrets.

26. By maintaining some aspects of its technology as trade secrets and other aspects through patent protection, Uni-Systems has not had to operate as a subcontractor providing a commoditized service vis-a-vis the architects or general contractors. Rather than be subjected to the procedure where a subcontractor must submit a free design and then bid to build according to the design, Uni-Systems—with its proprietary technology and specialized know-how—submits a simplified performance design. The purpose of this simplified performance design is to demonstrate to potential customers Uni-Systems’ capabilities and expertise to handle a stadium roof project. The architect or the general contractor’s decision is therefore about whether or not it wants or needs to use Uni-Systems’ technology and know-how, rather than essentially which subcontractor offers the lowest price. Uni-Systems’ proprietary technology has allowed Uni-

Systems to enjoy a brand and reputation for excellence in kinetic architecture unlike any other construction company in the world.

27. Because Uni-Systems' trade secrets are so commercially valuable, Uni-Systems has taken reasonable and careful measures to protect and maintain them. This includes, among other things, requiring that its customers and clients enter into non-disclosure agreements or other confidentiality agreements prior to being given access to the software and other trade secret information. These provisions require strict confidence and prohibit disclosure or use of Uni-Systems' trade secrets without the consent of Uni-Systems.

28. Uni-Systems also takes steps internally to protect its trade secrets. As an initial matter, Uni-Systems' trade secret information has been shared strictly on a need-to-know basis and generally was neither maintained on recording media nor aggregated in a repository. This policy insured that no specific piece of information would fully embody a trade secret that could be compromised. Further, Uni-Systems maintains employee handbooks that set forth Uni-Systems' expectation that every employee act in a manner to prevent the disclosure of confidential information. Indeed, these handbooks impose express restrictions on the disclosure of all of Uni-Systems' confidential information, including, for example, its intellectual property, computer software, manuals, and unique methods. And, as a small company, Uni-Systems' standard course of business conduct created an environment in which employees understood and continue to understand their duty of confidentiality to the company, which information was and is considered proprietary and confidential, and the consequences if that duty is ever violated.

29. Uni-Systems has spent and continues to spend significant amounts of time and money in developing, improving, and protecting its confidential, proprietary, and trade secret software and confidential documents concerning tooling, assembly procedures, and testing

procedures as well as training manuals and other related materials. For this reason, Uni-Systems also has never shared this information with a competitor and requires, through its confidentiality agreements with its customers, that any such information will not be shared unless Uni-Systems expressly authorizes its disclosure.

30. Indeed, any such unauthorized disclosure would provide a competitor with an unfair competitive advantage based on its “free riding” on Uni-Systems’ research and development. It would allow that competitor to gain the benefit of Uni-Systems’ valuable confidential information without having to expend any of the extensive and expensive research and development that Uni-Systems undertook to create those innovations. Any such competitor could therefore compete against Uni-Systems using Uni-Systems’ own data and analysis tools and undercut Uni-Systems’ prices while at the same time offering the same or substantially the same services and products to those offered by Uni-Systems.

31. Uni-Systems’ trade secrets have independent economic value derived from the fact that they are not generally known nor readily ascertainable within the industry through lawful means. Uni-Systems has made reasonable efforts to ensure the secrecy of its trade secrets, which merit legal protection from unauthorized disclosure, misappropriation, dissemination, and/or use.

4. Hunt and Hardesty & Hanover’s Efforts to Discover Uni-Systems’ Trade Secrets

32. On information and belief, after years of working with Uni-Systems on stadium retractable roof projects, Hunt resolved to develop a competitor against Uni-Systems for retractable roof designs. In fact, representatives of Hunt stated to Uni-Systems on several occasions and in no uncertain terms that Hunt was uncomfortable having Uni-Systems as the sole supplier for the retractable roof aspects of stadium projects, and that Hunt sought and was taking affirmative steps to establish a second supplier for stadium retractable roofs.

33. On information and belief, beginning in or around 2009, Hunt and Hardesty & Hanover conspired to install Hardesty & Hanover as a peer reviewer of Uni-Systems' retractable roof work for the Florida Marlins Ballpark project. In light of Hardesty & Hanover's lack of experience designing or building any stadium retractable roof, and on further information and belief, Hunt and Hardesty & Hanover's purpose was not to conduct a peer review per se, but rather to facilitate Hardesty & Hanover's access to Uni-Systems' trade secrets and other valuable confidential and proprietary information.

34. On information and belief, Hunt and Hardesty & Hanover conspired to obtain (on a below-cost basis) the contract to maintain the retractable roof at the Arizona Cardinals Stadium, which Uni-Systems had designed, developed, and maintained, and thereby obtain Uni-Systems' highly valuable trade secrets.

35. On information and belief, Hunt and Hardesty & Hanover engaged in these conspiratorial efforts for the improper purpose of establishing Hardesty & Hanover as a viable competitor to Uni-Systems for future retractable roof projects.

B. Florida Marlins Stadium Retractable Roof

1. Uni-Systems Is Awarded the Retractable Roof Component of the Florida Marlins Ballpark Project, Despite Hunt's Efforts on Behalf of Hardesty & Hanover and Morgan

36. Beginning in or around 2009, Hunt/Moss, a joint venture involving Hunt, served as the general contractor for the Florida Marlins Ballpark project.

37. In the bidding process for that project, Hunt encouraged Hardesty & Hanover and Morgan to compete against Uni-Systems by presenting the Hardesty & Hanover-Morgan team to the Marlins ownership as an alternative supplier for the stadium retractable roof. Throughout the bidding process, Hunt strongly advocated on behalf of the Hardesty & Hanover-Morgan team.

Hunt further conveyed to Uni-Systems that it hoped to award the retractable roof portion of the project to Hardesty & Hanover and Morgan instead of Uni-Systems.

38. In response to Hunt's efforts, Uni-Systems informed Hunt that awarding the retractable roof portion of the project to Hardesty & Hanover and Morgan would require the Marlins ownership group to pay Uni-Systems a \$10 million fee due to the probable infringement of Uni-Systems' patent rights.

39. The retractable roof portion of the Florida Marlins Ballpark project was ultimately awarded to Uni-Systems. Hunt nevertheless informed Uni-Systems that Hardesty & Hanover would need to be given some role in connection with the project, likely via a peer review.

2. Hunt Persuades the Marlins Ownership Group to Hire Hardesty & Hanover as Peer Review Consultants

40. Using its influential role as the general contractor for the Florida Marlins Ballpark project, Hunt persuaded the Marlins ownership group to award Hardesty & Hanover the role of peer reviewer of Uni-Systems' retractable roof work. Hunt lobbied and pitched for Hardesty & Hanover to conduct the peer review, despite the fact that Hunt knew Hardesty & Hanover had never actually independently designed a stadium retractable roof and therefore did not have the proper credentials or qualifications to peer review Uni-Systems' retractable roof designs and specifications. Moreover, Hunt lobbied and pitched for Hardesty & Hanover despite the fact that Uni-Systems, at least as far as Uni-Systems is aware, had previously never been subjected to a peer review for its retractable roof work.

41. Hunt's lobbying efforts succeeded. On or about October 8, 2009, the Marlins ownership group notified Uni-Systems that they were hiring Hardesty & Hanover to serve as peer review consultants for the design phase of the retractable roof mechanization.

42. Although Uni-Systems, to its knowledge, had never before been subjected to a peer review for its retractable roof designs, Uni-Systems nevertheless agreed to the peer review process to secure its role on the Florida Marlins Ballpark project.

43. On or about November 20, 2009, Hardesty & Hanover submitted its initial peer review to the Marlins ownership group. The initial peer review and accompanying information matrix included a litany of questions and comments establishing the fact that Hardesty & Hanover had no demonstrated ability to comment on Uni-Systems' proprietary retractable roof system, and further indicating that Hardesty & Hanover had misused the peer review process to research how Uni-Systems successfully builds retractable roofs. For example, Hardesty & Hanover inquired about design information that would not be required to obtain a building permit, thereby revealing its intent to research and discover Uni-Systems' innovative and proprietary retractable roof design methods.

44. As further evidence of the conspiracy between Hunt and Hardesty & Hanover, Hardesty & Hanover copied Hunt on the communications with the Marlins ownership group when submitting the initial peer review.

45. On or around December 23, 2009, Populous, formerly known as HOK Sports and the architect of record for the Marlins Ballpark project, requested that Uni-Systems provide calculations for the "mechanized components" of the retractable roof system. Populous indicated that the calculations were required immediately to acquire a building permit.

46. Uni-Systems expressed its confusion in response to this request, as designers generally do not supply detailed calculation sheets. Uni-Systems further noted its concern with Hardesty & Hanover's peer review.

3. Uni-Systems and Hardesty & Hanover Execute a Confidentiality Agreement as a Condition to Hardesty & Hanover's Receipt of and

Access to Proprietary Information in Connection with the Florida Marlins Ballpark Peer Review

47. On or about January 5, 2010, Uni-Systems sent Hardesty & Hanover a draft confidentiality agreement to govern Hardesty & Hanover's receipt of and access to certain trade secrets and other valuable confidential and proprietary business and professional information (defined by the draft agreement as "Proprietary Information") to be disclosed by Uni-Systems in connection with the Florida Marlins Ballpark retractable roof peer review.

48. Pursuant to the draft confidentiality agreement, Uni-Systems agreed to disclose to Hardesty & Hanover certain Proprietary Information related to the designs and specifications for the retractable roof mechanization system only as necessary to enable the peer review process. Further, Uni-Systems' agreement to disclose certain Proprietary Information was expressly subject to various terms and conditions designed to preserve and maintain the confidentiality of the Proprietary Information.

49. On or about January 20, 2010, Hardesty & Hanover submitted a revised version of the draft confidentiality agreement reflecting several significant changes and departures from the original draft. To that end, Hardesty & Hanover's revised version, among other things, removed contract language (1) describing the competitive confidential and trade secret nature of the Proprietary Information and the irreparable injury to Uni-Systems that would result from disclosure; and (2) regarding the inadequacy of monetary damages and Uni-Systems' entitlement to specific performance and/or injunctive or other equitable relief in the event of a breach.

50. These proposed revisions made clear Hardesty & Hanover's desire and intent to ignore the confidential and proprietary nature of Uni-Systems' trade secret and other Proprietary Information. Uni-Systems accordingly memorialized its suspicions about Hardesty & Hanover—

and, by extension, Hunt—by rejecting the proposed revisions and refusing to release certain calculations to Hardesty & Hanover unless and until an agreement was reached.

51. On or about February 3, 2010, Uni-Systems and Hardesty & Hanover executed a final confidentiality agreement (the “Confidentiality Agreement”).

52. The Confidentiality Agreement materially conformed to the original draft agreement prepared and submitted by Uni-Systems. To that end, the Confidentiality Agreement lists eleven separate terms and conditions governing Hardesty & Hanover’s use and treatment of Proprietary Information disclosed pursuant to the peer review process, including in pertinent part but not limited to:

(a) Hardesty & Hanover recognized and acknowledged the competitive value and confidential nature of the Proprietary Information, as well as the irreparable injury that Uni-Systems would suffer if any Proprietary Information was disclosed to or used by Hardesty & Hanover or anyone else. Hardesty & Hanover further acknowledged that Uni-Systems would not have disclosed any Proprietary Information to it nor agreed to participate in the peer review unless Hardesty & Hanover agreed to the terms and conditions in the Confidentiality Agreement.

(b) Hardesty & Hanover agreed that the Proprietary Information would be used solely for the purpose of conducting the peer review and for no other purpose. Hardesty & Hanover further promised never to use or disclose any Proprietary Information for any other purpose without Uni-Systems’ prior written consent.

(c) On completion of the peer review, Hardesty & Hanover would redeliver to the Florida Marlins all documents containing Proprietary Information and destroy all analyses, compilations, studies and other material prepared by Hardesty & Hanover that were based on or that contained Uni-Systems’ Propriety Information.

(d) Hardesty & Hanover agreed that money damages would not be a sufficient remedy for breach of the Confidentiality Agreement and that, in addition to all other remedies, Uni-Systems would be entitled to specific performance, injunctive relief, or other equitable relief. Hardesty & Hanover further agreed to reimburse Uni-Systems for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the Confidentiality Agreement.

4. Hunt Reiterates Its Desire for a Second Supplier Throughout the Construction Phase of the Florida Marlins Ballpark Project

53. Throughout Uni-Systems and Hunt's long history of working together on retractable roof projects, representatives of Hunt made clear to Uni-Systems, on no uncertain terms and on various occasions, that Hunt desired a second supplier.

54. The Florida Marlins Ballpark project was no exception. During the construction phase of the project, an executive of Hunt, Mr. Mark Flandermeyer, communicated to Uni-Systems on multiple occasions that Hunt continued to feel "trapped" and uncomfortable with having Uni-Systems as the sole supplier for stadium retractable roofs, and that Hunt actively sought a second supplier.

55. Mr. Flandermeyer further stated to Uni-Systems that Hunt "always" has the option of choosing from among at least two suppliers for other types of work and that, for that reason, working with Uni-Systems on retractable roof projects was difficult for Hunt.

56. Based on Hunt's history of making statements articulating its desire to develop and obtain a second supplier, including statements made during the construction of the Florida Marlins Ballpark project, which overlapped with Hardesty & Hanover's taking over of the maintenance at the Arizona Cardinals Stadium, and on further information and belief, Hunt conspired with Hardesty & Hanover to infringe and misappropriate Uni-Systems' patented and trade secret

retractable roof technology in connection with the Florida Marlins Ballpark and the Arizona Cardinals Stadium to develop Hardesty & Hanover into the second supplier Hunt had long sought.

C. Arizona Cardinals Stadium Retractable Roof

1. Uni-Systems Designed the Arizona Cardinals Stadium Retractable Roof and Maintained Its Trade Secrets in Strict Confidence in Connection With the Project

57. The Arizona Sports and Tourism Authority (“Owner”), B&B Holdings, Inc. (the “Arizona Cardinals Team”) (collectively, the “Arizona Cardinals”), and Hunt entered into an agreement, dated August 12, 2003, pursuant to which the Owner and Arizona Cardinals Team engaged Hunt to design and construct the Arizona Cardinals Stadium.

58. Hunt and Uni-Systems entered into a subcontract agreement, dated January 14, 2005 (the “Subcontract”), pursuant to which Hunt engaged Uni-Systems to design, fabricate, and install and warrant certain portions of the mechanization systems for the retractable roof (“Cardinals Retractable Roof”) for the Arizona Cardinals Stadium.

59. In connection with the Cardinals Retractable Roof project, Uni-Systems provided the Arizona Cardinals with proprietary software programs and embedded software to control and operate the Cardinals Retractable Roof, as well as a Retractable Roof Operation and Maintenance Manual and additional accompanying electronically stored information. The electronically stored information was protected with passwords and contained Uni-Systems’ confidential and proprietary trade secrets. Pursuant to the confidentiality provisions associated with Uni-Systems’ trade secrets software, documents, and the other information, the software, documents, and other information were to be kept in strict confidence, used solely with respect to the Cardinals Retractable Roof project, and not disclosed to or used by others under any circumstance without Uni-Systems’ consent.

60. These confidentiality obligations extended not only to the Arizona Cardinals, but also to all persons or entities acting on behalf of the Arizona Cardinals, including but not limited to Hunt in its role as general contractor for the design and construction of the Arizona Cardinals Stadium.

2. Hardesty & Hanover Misappropriated Uni-Systems' Trade Secrets in Connection With Its Maintenance of the Arizona Cardinals Stadium Retractable Roof

61. The owner of the Arizona Cardinals Stadium engaged its agent, Global Spectrum ("Manager"), to maintain, repair, and operate the Arizona Cardinals Stadium, including the Cardinals Retractable Roof. In order to fulfill that engagement, on May 3, 2006, Manager entered into a maintenance agreement with Uni-Systems, pursuant to which Uni-Systems provided certain maintenance of and repairs to the Cardinals Retractable Roof.

62. In and around the same time period during which Hunt and Hardesty & Hanover conspired to achieve Hardesty & Hanover's access to Uni-Systems' trade secrets and other confidential and proprietary information in connection with the Florida Marlins Ballpark retractable roof peer review, Hunt and Hardesty & Hanover also worked together to facilitate Hardesty & Hanover's taking over of the maintenance and repair work for the Cardinals Retractable Roof.

63. By this time, Hardesty & Hanover had failed to independently develop competitive and cost-efficient offerings that would provide potential customers with the safety assurances necessary to win a stadium retractable roof contract. Indeed, Hardesty & Hanover had never designed or built a retractable roof for any stadium anywhere in the world.

64. On information and belief, in an effort to become a viable competitor in the stadium retractable roof market and to obtain valuable inside information about Uni-Systems' innovative systems—information that it would never have been able to obtain without enormous investment

in research and development—Hardesty & Hanover offered to handle the maintenance of the Cardinals Retractable Roof, at a financial loss, in order to induce Manager and the Arizona Cardinals to select Hardesty & Hanover as its maintenance provider.

65. On information and belief, Hardesty & Hanover had no independent relationship with Manager prior to taking over the contract for the Cardinals Retractable Roof maintenance and repair. Hunt, however, had a direct relationship with Manager vis-à-vis its role as the general contractor for the Arizona Cardinals Stadium project. As a result of these circumstances, and on further information and belief, Hunt facilitated and encouraged the maintenance and repair agreement between Manager and Hardesty & Hanover.

66. On information and belief, Hunt's purpose for facilitating and encouraging the maintenance and repair agreement was twofold: (1) to enable Hardesty & Hanover to obtain access to Uni-Systems' trade secrets and other confidential and proprietary information related to Uni-Systems' retractable roof technology; and (2) to develop the second supplier that Hunt admittedly long sought and took steps to achieve.

67. On information and belief, Hardesty & Hanover's purpose for pursuing the loss-leading arrangement with the Arizona Cardinals was nothing less than theft—to take Uni-Systems' stadium retractable roof technology protected by trade secreted innovations in an effort to unlawfully compete against Uni-Systems in the stadium retractable roof market.

68. Hardesty & Hanover's offer to the Arizona Cardinals to maintain the Cardinals Retractable Roof for less than cost had its intended effect. In 2009, the Arizona Cardinals terminated its maintenance agreement with Uni-Systems and entered into a multi-year maintenance contract with Hardesty & Hanover.

69. On information and belief, during the period in which Hardesty & Hanover handled the maintenance of the Cardinals Retractable Roof, Hardesty & Hanover accessed Uni-Systems' confidential information and improperly and unlawfully exploited this information to develop offerings substantially similar to Uni-Systems' products and services. Indeed, the service agreement between Manager and Hardesty & Hanover was not for maintenance per se, but rather for a self-serving inspection of the retractable roof mechanization and electrical systems.

70. In or about 2010 or 2011, Hardesty & Hanover ended its stadium roof maintenance relationship with the Arizona Cardinals, but only after having accessed and taken what it was after—Uni-Systems' trade secrets.

71. Having canceled its agreement with Uni-Systems in order to engage with Hardesty & Hanover, only to have Hardesty & Hanover terminate its loss-leading agreement after it had obtained Uni-Systems' trade secreted information, the Arizona Cardinals entered into another agreement with Uni-Systems renewing Uni-Systems as the maintenance provider.

72. These circumstances, involving at least two stadium retractable roof projects in essentially the same timeframe, evidence a deliberate effort by Hunt and Hardesty & Hanover to educate Hardesty & Hanover about Uni-Systems' trade secrets and to attempt to establish Hardesty & Hanover as the viable competitor to Uni-Systems that Hunt so desperately wanted.

D. The Arthur Ashe Stadium Retractable Roof

1. Defendants' Involvement in the Construction of the Arthur Ashe Stadium Retractable Roof

73. In or around 2011, Uni-Systems learned that the Tennis Defendants planned to construct a retractable roof over Arthur Ashe Stadium (the "Ashe Retractable Roof").

74. The Tennis Defendants hired Hunt to serve as the design-builder for the Ashe Retractable Roof. Even before Hunt was hired for this role, Hunt performed pre-construction work for the Tennis Defendants related to pricing and coordination of early design construction work.

75. As the design-builder for the Ashe Retractable Roof, Hunt contracted with Matthew Rossetti P.C. for design activities and responsibilities. Matthew Rossetti P.C. served as the official project architect for the Ashe Retractable Roof. Matthew Rossetti P.C. worked with Rossetti Inc. to provide design and architectural services for the Ashe Retractable Roof.

76. Hunt contracted with Morgan Kinetic, a division of Morgan Engineering, to supply roof mechanization design and construction services for the Ashe Retractable Roof. Morgan Engineering subcontracted with Hunt to provide services related to the roof mechanization for the Ashe Retractable Roof. In this role, Morgan Engineering provided design-build services to engineer and fabricate the Ashe Retractable Roof.

77. Geiger assisted in the engineering development of the Ashe Retractable Roof. Specifically, Geiger served as mechanization engineer consultant to Matthew Rossetti P.C., the official project architect. In that role, Geiger prepared performance criteria for the proposed retractable roof panels and mechanisms, as well as documentation illustrative of a retractable roof design that would comply with the performance criteria. Geiger also developed documentation, drawings, and specifications for use in the bidding process for the Ashe Retractable Roof. In addition to Geiger's involvement in the bidding process, Geiger reviewed detailed design and shop drawings for the roof mechanisms, including periodic review of the roof mechanisms' fabrication and construction to confirm that the performance criteria were met.

78. Morgan, Rossetti, and Geiger worked closely together on the roof mechanization for the Ashe Retractable Roof. To that end, Morgan provided design-build services based on the

design and performance criteria prepared and provided to it by Geiger. Rossetti and Geiger reviewed and approved Morgan's roof mechanization work.

79. The work performed by Geiger as engineer of record and the work performed by Rossetti as architect of record was instrumental to the design and construction of the Ashe Retractable Roof.

2. Hardesty & Hanover Is Awarded the Arthur Ashe Stadium Retractable Roof Design Bid

80. In 2012, with Hardesty & Hanover now in place as a competitor to Uni-Systems, the Tennis Defendants, Hunt, and Rossetti provided a specification for the Ashe Retractable Roof to Uni-Systems and requested an initial design proposal, which Uni-Systems in turn delivered. The specification for the Ashe Retractable Roof was based on a cable net architecture, which Defendants would later abandon. Uni-Systems explored Defendants' design, dutifully advanced the design, and provided budgetary pricing. Defendants then asked Uni-Systems to complete the design, but for only a fraction of Uni-Systems' normal fee.

81. To accept Defendants' reduced fee terms would have been contrary to Uni-Systems' long-term practice, which Hunt well knew. On information and belief, Defendants knew that they could demand a reduced fee for the design because if Uni-Systems refused, they now had an alternative in Hardesty & Hanover, who was inexperienced in retractable roof design but armed with Uni-Systems' trade secrets. Uni-Systems had never before had to bid on a project under such conditions and accordingly refused to perform the design work for the reduced fee.

82. On information and belief, Hardesty & Hanover thereafter was awarded the opportunity to form a team with Morgan to both design and build the Ashe Retractable Roof.

83. Uni-Systems received and reviewed mechanical drawings for the Ashe Retractable Roof in the summer of 2015 and discovered thereafter based on the drawings certain key

similarities to the Cardinals Retractable Roof design, which later led Uni-Systems to conclude that Hardesty & Hanover may have obtained Uni-Systems' trade secrets and may be unlawfully using and exploiting them to compete with Uni-Systems in the retractable roof industry. On information and belief, Hardesty & Hanover was awarded the opportunity to design and build the Ashe Retractable Roof by both infringing Uni-Systems' patented technology and utilizing Uni-Systems' trade secrets, which it had learned about and taken in connection with the Florida Marlins Ballpark peer review and maintenance of the Cardinals Retractable Roof.

84. Hardesty & Hanover ultimately served as consultant to Morgan for the design-build services to engineer and fabricate the Ashe Retractable Roof.

85. The Ashe Retractable Roof was completed and operational before commencement of the 2016 U.S. Open Tennis Tournament in August 2016. Throughout the U.S. Open tournament, the press and commentators praised the Ashe Retractable Roof to the millions of people watching on television.

86. In light of Hardesty & Hanover's theft of Uni-Systems' trade secrets, which was orchestrated by Hunt, Uni-Systems' unique position and brand reputation in the marketplace is now and going forward very much at risk.

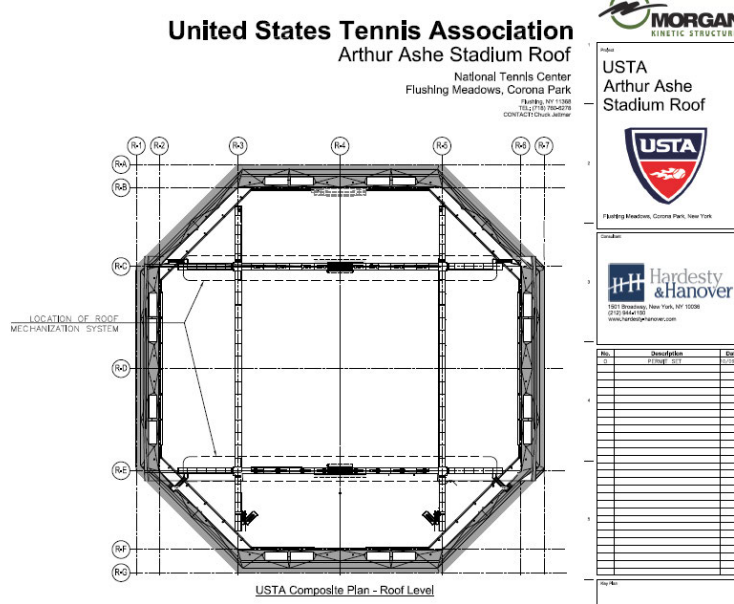
2. The Ashe Retractable Roof Design Infringes the Patents-in-Suit

87. The USTA Mechanical Drawings and Bogie Shop Drawings, attached as Exhibits C and D to the Third Amended Complaint, respectively, reveal that Hardesty & Hanover's winning Ashe Retractable Roof design infringes Uni-Systems' Patents-in-Suit.

88. For example, based on Uni-Systems' current investigation, the Ashe Retractable Roof design infringes at least Claim 1 of the Retention Mechanism patent:

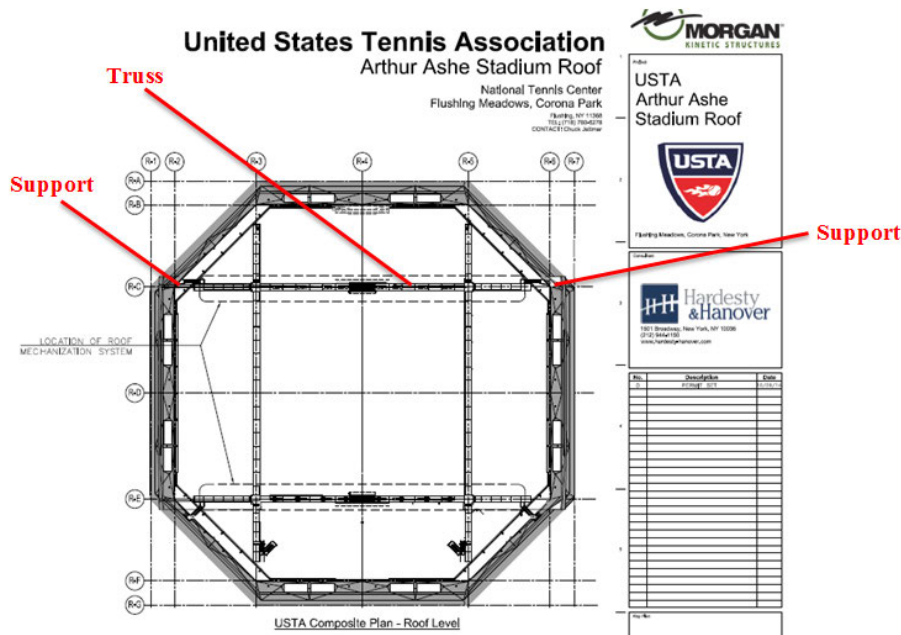
Claim 1. A stadium roof	The drawings for the USTA Retractable Roof Project at Arthur Ashe Stadium illustrate that the project involves the construction of a retractable roof system for a tennis stadium.
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assembly,
comprising;



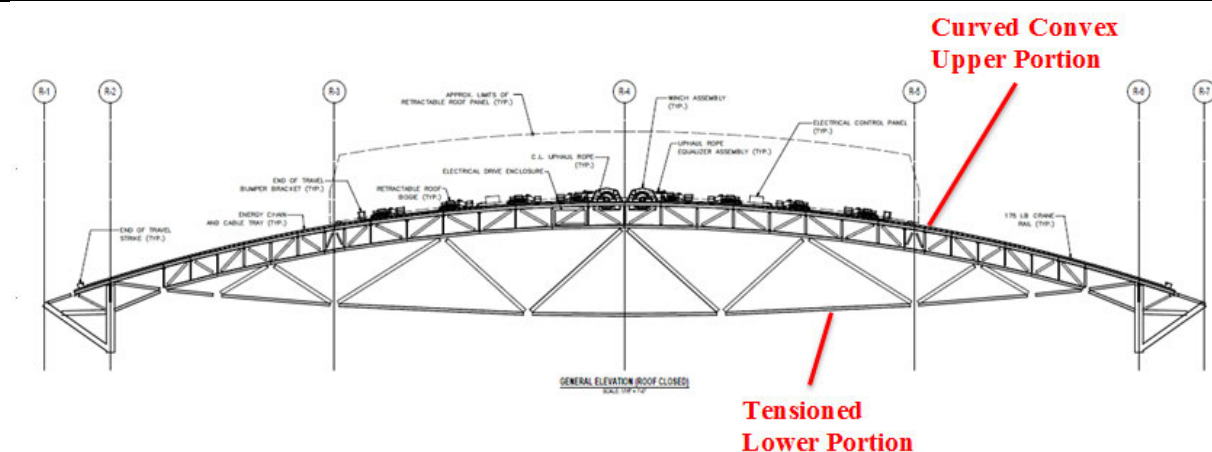
at least one major truss spanning a distance between a first support location and a second support location that is at least 200 feet, said major truss being structurally configured as a tied arch having a curved convex upper portion and a tensioned lower portion that extends directly beneath said curved convex upper portion and is shaped, sized and positioned

The drawing included below illustrates that the retractable roof being constructed at Arthur Ashe Stadium includes at least one major truss spanning a distance between a first support location and a second support location.



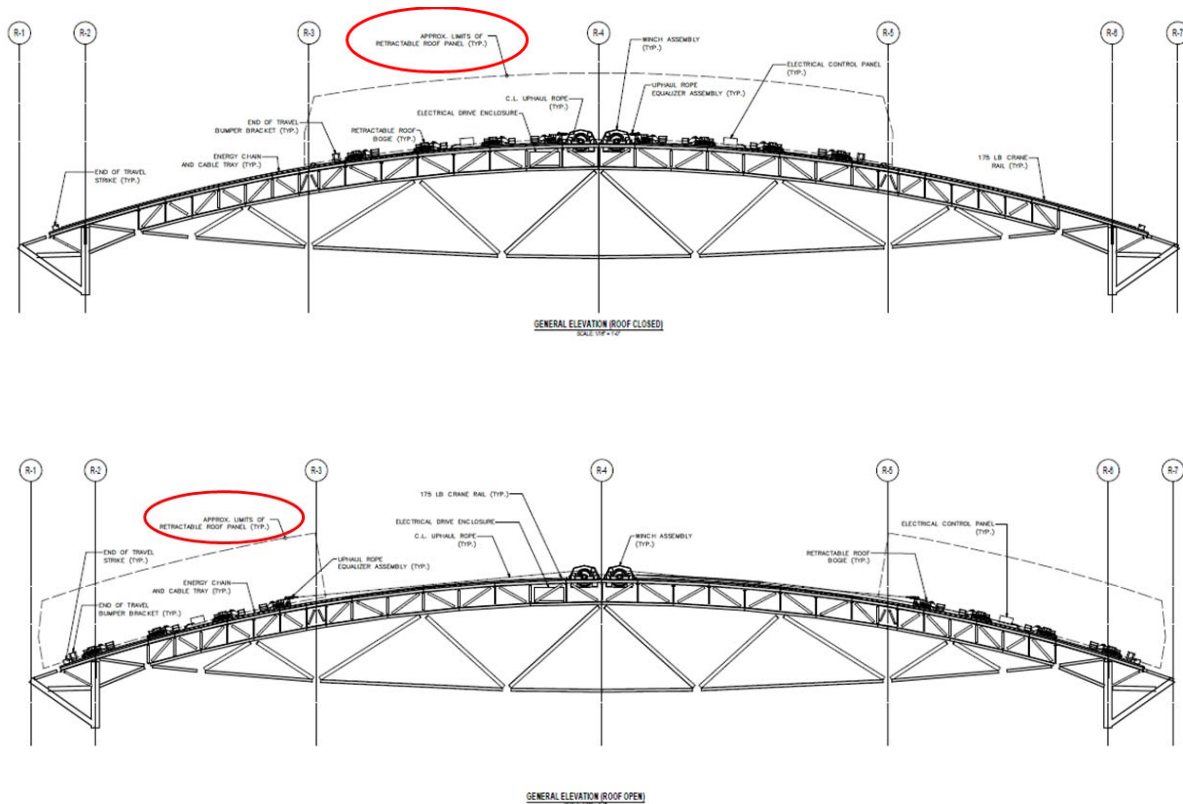
As shown in the drawing included below, the truss is structurally configured as a tied arch and includes a curved convex upper portion and a tensioned lower portion that extends directly beneath the curved convex upper portion.

to assume most gravity induced stress within the major truss as tension;



at least one roof member that is secured to said major truss;

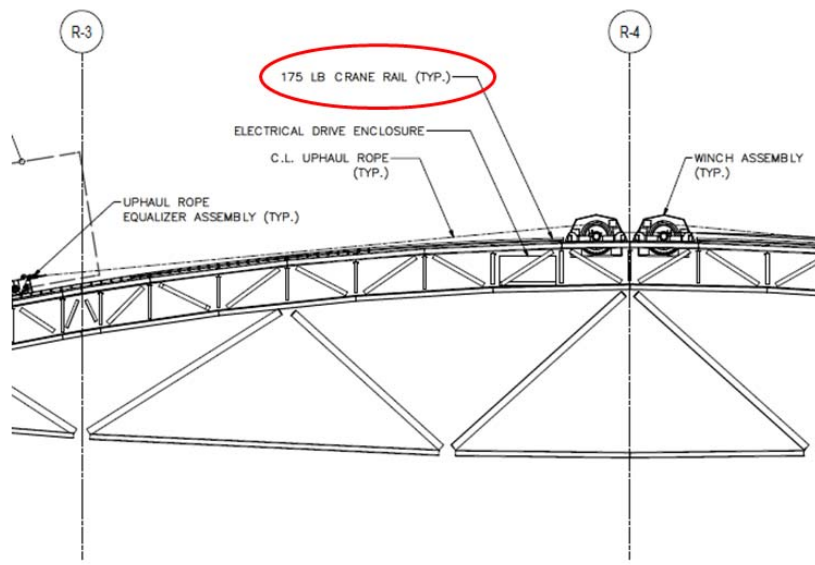
The drawings include below illustrate that at least one roof panel is secured to and moveable along the truss. For example, the dashed-line shown in the drawings illustrates the “approx[imate] limits of [the] retractable roof panel” in both the closed and open positions.



a curved, convex guide track that is secured to said curved, convex upper

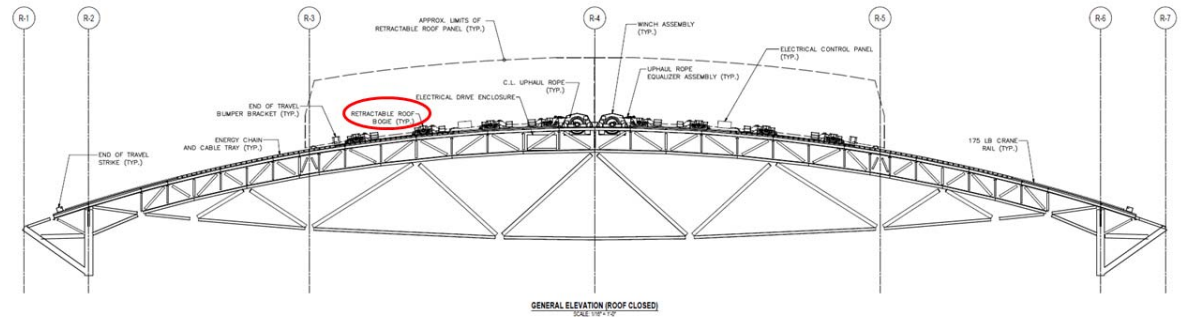
Included below is a close-up view of a portion of the drawing included above showing the retractable roof in the open position. This drawing illustrates that a curved, convex guide track (e.g., a rail) is attached to the curved, convex upper portion of the truss.

portion of said major truss, and wherein said roof member is constructed and arranged to be moved over said guide track; and

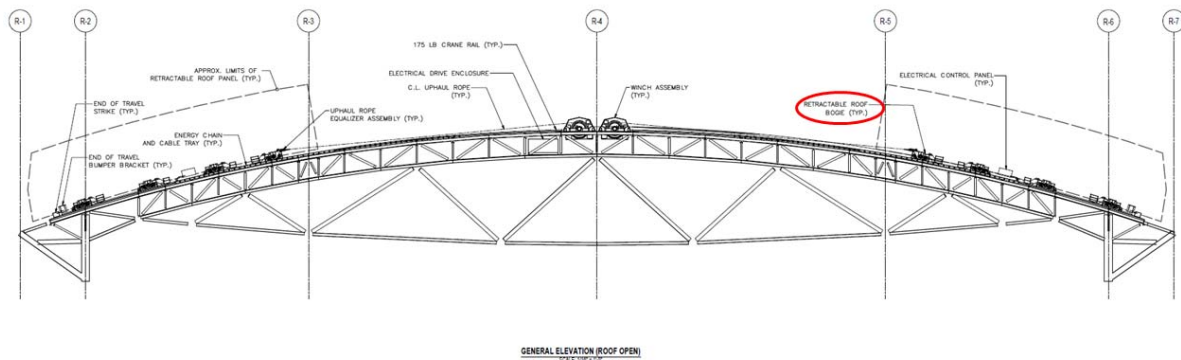


GENERAL ELEVATION (ROOF OPEN)
SCALE: 1/16" = 1'-0"

The roof panels are attached to “retractable roof bogie[s]” that travel along the rail. As illustrated by a comparison of the roof elevation drawings in the closed and open positions, the bogies travel along the rail as the roof panels are moved between the closed and open positions.



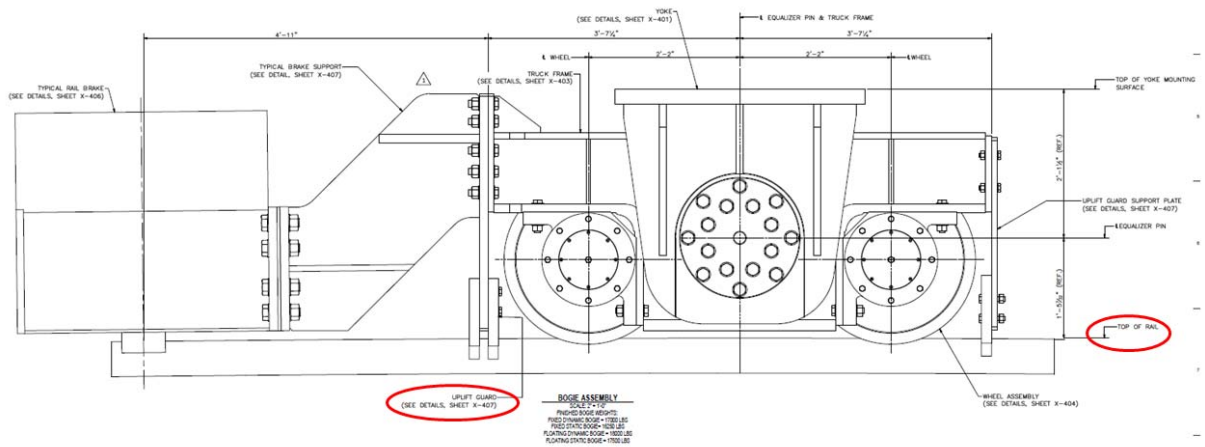
GENERAL ELEVATION (ROOF CLOSED)
SCALE: 1/16" = 1'-0"



GENERAL ELEVATION (ROOF OPEN)
SCALE: 1/16" = 1'-0"

a retention mechanism for preventing said roof member from being lifted upwardly with respect to said guide track wherein said retention mechanism comprises at least one retention element for engaging a downwardly facing surface of said guide track in the event of initiation of upward vertical movement of said roof member relative to said guide track.

The drawing included below provides a close-up view of the bogies used in the retractable roof system. As shown in the drawing, the bogie assembly includes an “uplift guard” that engages with a downwardly facing surface of the rail to prevent upward vertical movement of the roof panels.



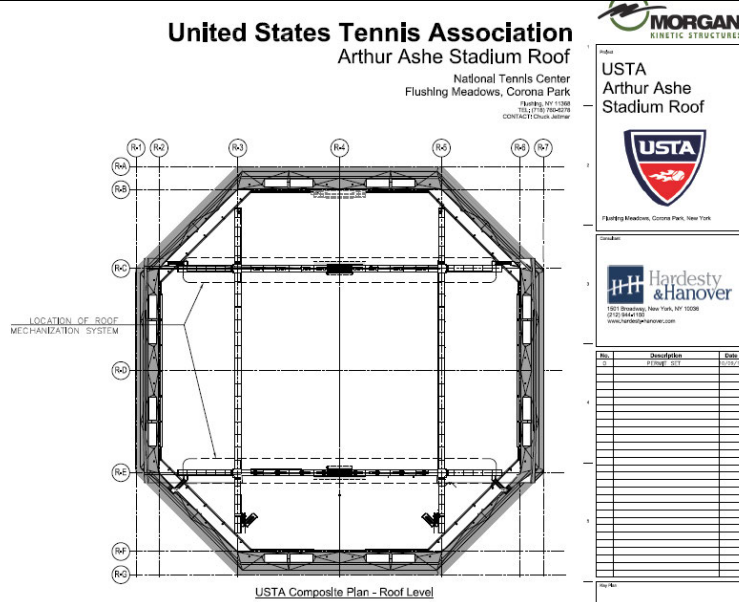
89. In addition, based on Uni-Systems’ investigation to date, the Ashe Retractable Roof design also infringes at least Claims 2-4 of the Retention Mechanism patent. Patent Infringement Claim Charts for Arthur Ashe Stadium are attached to the Third Amended Complaint as Exhibit E.

90. As a second example, based on Uni-Systems’ current investigation, the Ashe Retractable Roof design also infringes at least Claim 1 of the Lateral Release patent:

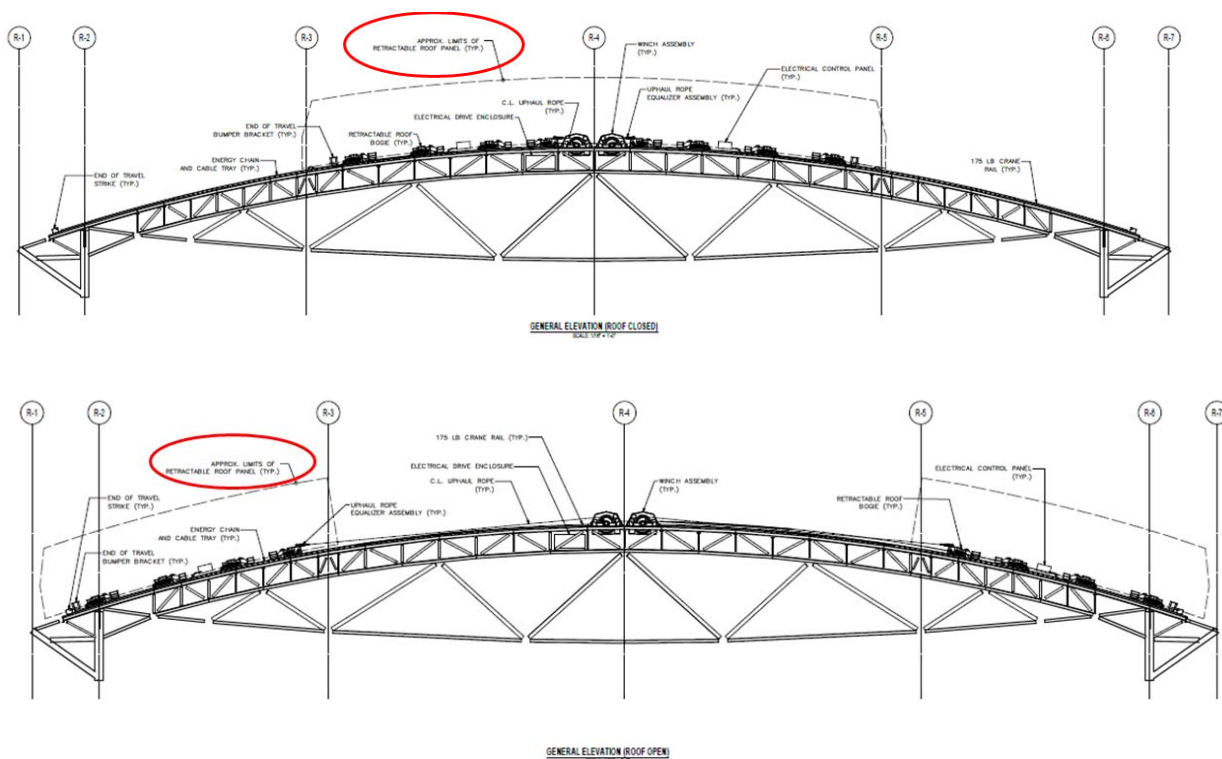
Claim 1: The system for supporting a large overhead structural member for stable

The drawings for the USTA Retractable Roof Project at Arthur Ashe Stadium illustrate that the project involves the construction of a retractable roof system for a tennis stadium.

movement with respect to an underlying structure, comprising:



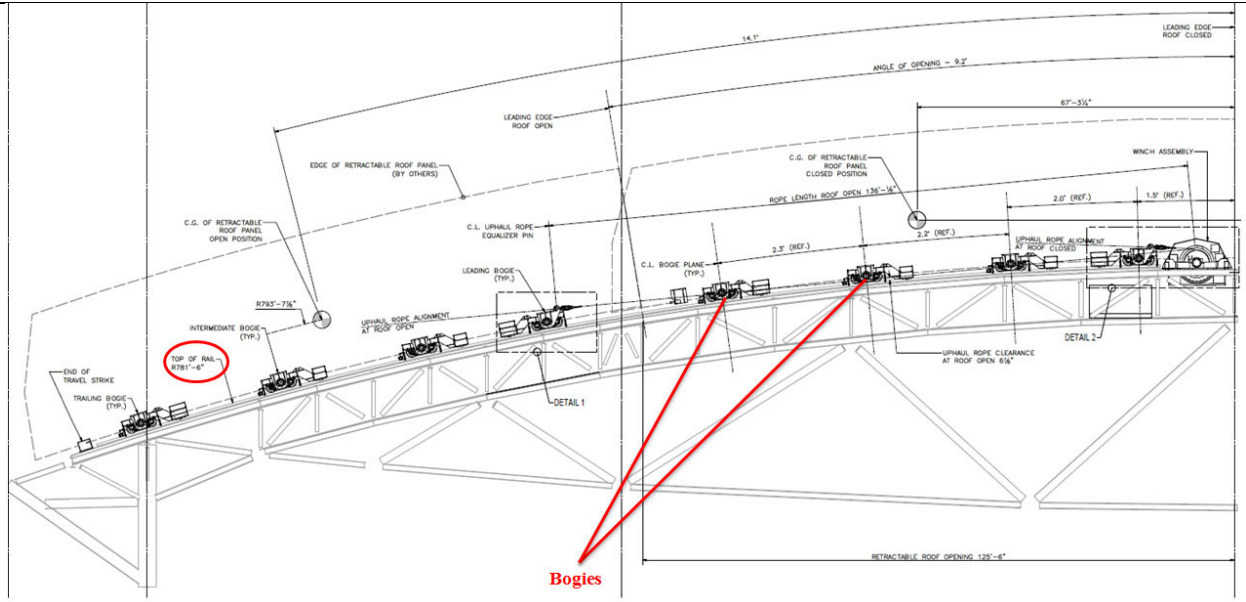
The drawings included below illustrate that the retractable roof panels move between a closed position and an open position. For example, the dashed-line shown in the drawings illustrates the “approx[imate] limits of [the] retractable roof panel” in both the closed and open positions.



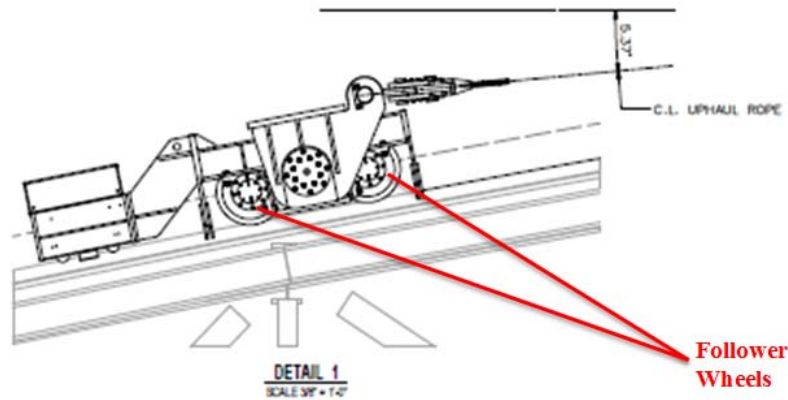
[a] first and second transport mechanisms, each of which

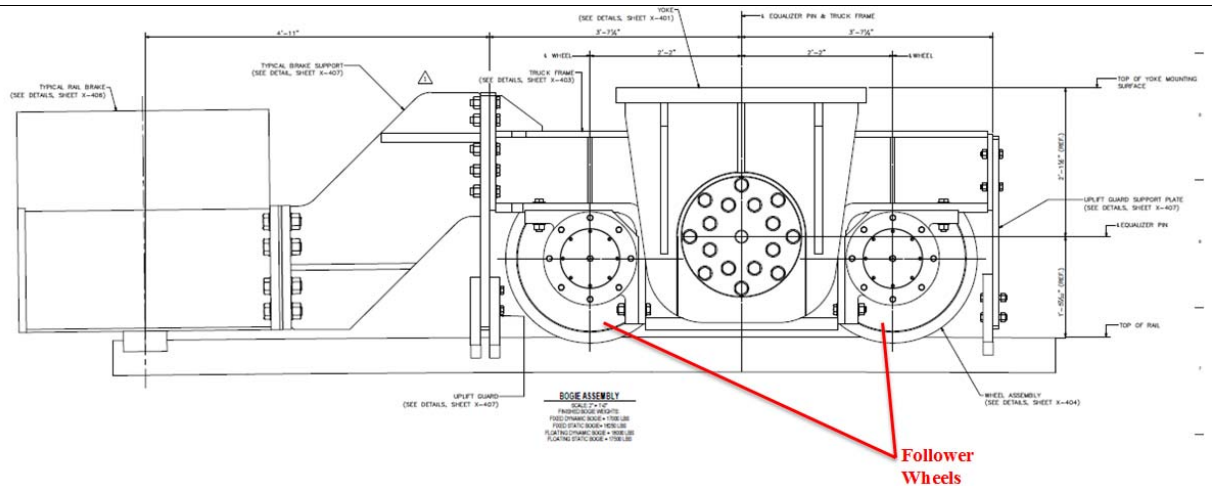
Included below is a close-up view of a portion of the retractable roof system, which shows the retractable roof in the closed position. This drawing illustrates first and second transport mechanisms in the form of bogies that travel in a predetermined path along a single rail that is attached to the underlying roof truss.

is constructed and arranged to permit the large overhead structural member to move in a predetermined path with respect to the underlying structure, said transport mechanism comprising a single trolley rail on the under lying structure with no additional rail and a plurality of rail follower wheels on the large overhead structural member that are adapted to ride on said single trolley rail; and



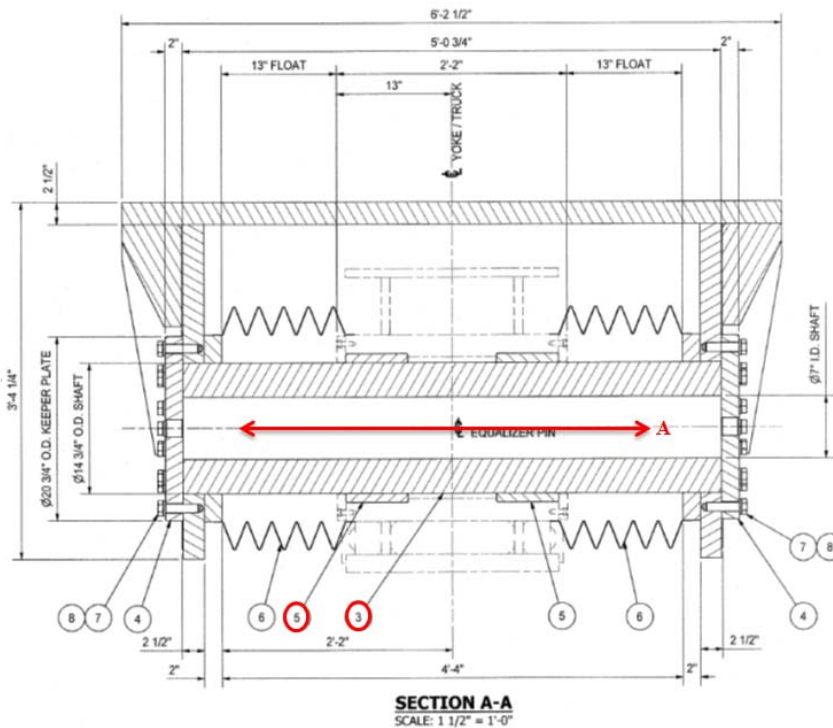
As shown in the drawings included below, each of the bogies that travels along the rail includes a plurality of follower wheels that ride on the rail.





[b] a lateral release system for each of said transport mechanism, interposed between said rail follower wheels and the large overhead structural member, for maintaining the transport mechanism in a predetermined orientation while simultaneously permitting a limited amount of movement of the large overhead structural member in a direction that is nonparallel to said predetermined path, wherein said system transmits a very small side load to said single trolley rail with no

The drawings included below illustrate that the retractable roof system includes a lateral release system. For example, the drawing included below is a section view of the equalizer assembly of the bogie assembly used in the retractable roof system. The drawing and the associated bill of materials (BOM) illustrates that the equalizer assembly includes a linear slide bearing in the form of a bushing (5) and a pin (3). The pin (3) is inserted through the bushing (5) such that the bushing (5) can slide along the surface the pin (3) along axis A (shown in red), which is substantially perpendicular to the rail. The movement of the bushing (5) relative to the pin (3) enables lateral movement of the retractable roof panels (e.g., movement in a direction that is not parallel to the rail).



need for additional lateral reinforcement, said lateral release system comprising a linear slide bearing.

BOM					
ITEM	QTY	DESCRIPTION	STOCK NUMBER	SHEET/KEY	WT EA
1	6	FLOATING YOKE ASSEMBLY	14P11704	MK302 01-01	
2	1	FLOATING YOKE FABRICATION		MK305 01-01	4267
3	1	EQUALIZER PIN - FLOAT		MK309 01-03	2275
4	2	KEEPER PLATE		MK309 01-05	181
5	2	BUSHING		MK309 01-02	111
6	2	BELLOWS, 21" ID x 25" OD x 27 1/2" EXTENDED LENGTH	BS-535-0700-050S2EE		8
7	32	HEX HEAD CAP SCREW, 1-8UNC x 4", GR-5	HHCS 016-008x016 GR5		1
8	32	LOCK WASHER 1" HELICAL SPRING	LW 016 HS		0

91. In addition, based on Uni-Systems' investigation to date, the Ashe Retractable Roof design infringes at least Claims 2, 9, 14, 15, 19, and 21 of the Lateral Release patent. Patent Infringement Claim Charts for Arthur Ashe Stadium are attached to the Third Amended Complaint as Exhibit E.

E. Louis Armstrong Stadium Retractable Roof

1. Defendants' Involvement in the Construction of the Louis Armstrong Stadium Retractable Roof

92. After construction of the Ashe Retractable Roof was completed, additional construction at the National Tennis Center took place, which included the building of the new Louis Armstrong Stadium, which—like Arthur Ashe Stadium—includes a retractable roof (the "Armstrong Retractable Roof").

93. The Tennis Defendants hired Hunt to serve as the construction manager for the Louis Armstrong Stadium. In that role, Hunt had overall responsibility for the construction of the Louis Armstrong Stadium, including construction of the Armstrong Retractable Roof.

94. Matthew Rossetti P.C. served as the architect for the Louis Armstrong Stadium and was involved in the design of the Armstrong Retractable Roof. On information and belief, Rossetti Inc. was working with Matthew Rossetti P.C. in connection with the design of the Armstrong Retractable Roof.

95. Hunt hired Morgan Kinetic to provide construction and electrical design services for the Louis Armstrong Stadium. Morgan Kinetic subcontracted the construction services to Morgan Engineering and subcontracted the electrical design services to Morgan Automation.

96. On information and belief, Hunt hired Geiger to serve as structural engineer for the Louis Armstrong Stadium.

97. The engineering work performed by Geiger and the work performed by Rossetti as architect of record was instrumental to the design and construction of the Armstrong Retractable Roof.

98. Hardesty & Hanover submitted an initial proposal to provide engineering design review and commissioning services for construction of the Louis Armstrong Stadium. After that initial proposal was rejected, Hardesty & Hanover submitted a revised proposal to provide assistance during commissioning. On information and belief, that revised proposal has not yet been accepted.

2. Uni-Systems' Discovery of the Armstrong Retractable Roof's Infringement

99. In July or August 2016, Hunt and the Tennis Defendants issued a request for proposal relating to the planned Armstrong Retractable Roof, which included drawings for the retractable roof.

100. Uni-Systems received copies of the drawings and recognized that the proposed lateral release mechanism for the Armstrong Retractable Roof was essentially the same design as the infringing mechanism for the Ashe Retractable Roof. Uni-Systems promptly notified Defendants of its belief that the proposed design for the new Armstrong Retractable Roof was the same as the design for the Ashe Retractable Roof, and that it too would infringe the Lateral Release patent if constructed.

101. Shortly after Uni-Systems notified Defendants of its belief that the proposed design for the Armstrong Retractable Roof infringes the Lateral Release patent, Uni-Systems received copies of later-dated drawings for the roof's lateral release mechanism, including drawings dated August 2016.

102. The August 2016 drawings reveal clear attempts to design around the Lateral Release patent. Defendants' efforts to design around the Lateral Release patent were unsuccessful, however, and if Armstrong Retractable Roof was built pursuant to these latest design drawings, the roof infringes various claims of the Lateral Release patent.


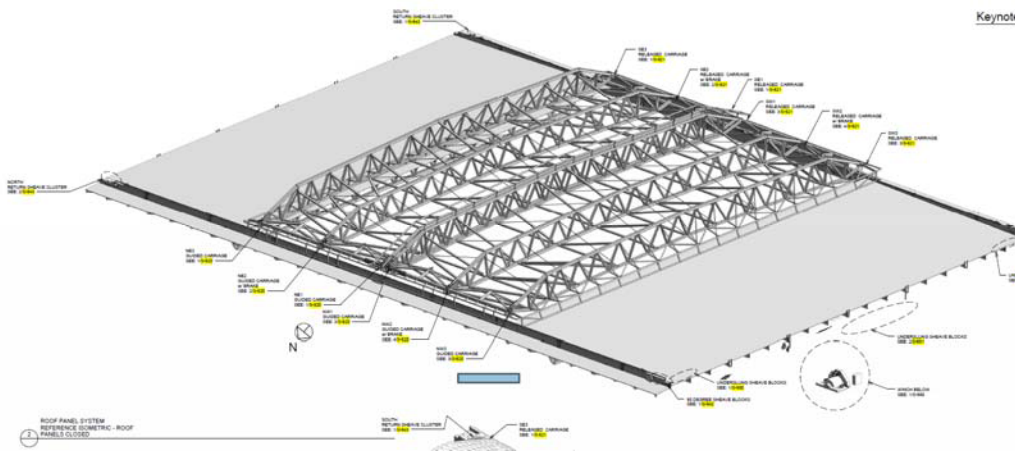
103. Uni-Systems prepared preliminary Infringement Claim Charts that track the language of certain claims of the Lateral Release patent to the Armstrong Retractable Roof design documents. Uni-Systems provided the charts to Defendants on July 6, 2017. Despite Uni-Systems' request that Defendants provide a response to the charts, Defendants have failed to do so.

2. The Armstrong Retractable Roof Design Infringes the Lateral Release Patent

104. Uni-Systems' preliminary Infringement Claim Charts, which were provided to Defendants in Uni-Systems' July 6, 2017 letter, demonstrate that the design for the Armstrong Retractable Roof infringes various claims of the Lateral Release patent. On information and belief, Defendants built the Armstrong Retractable Roof based on a design that infringes the Lateral Release patent.

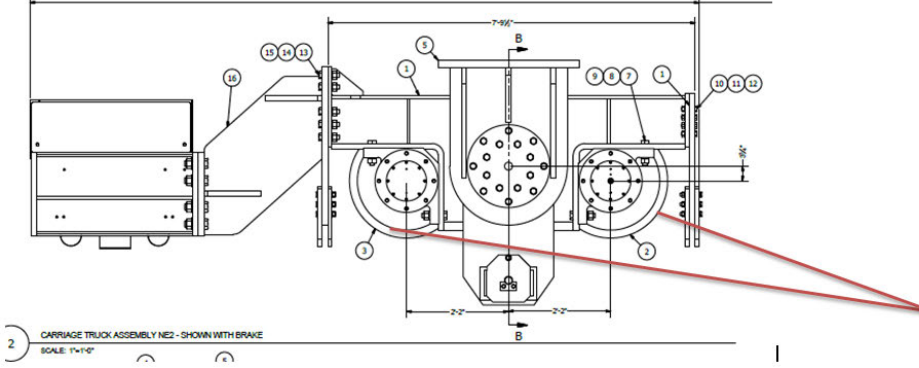
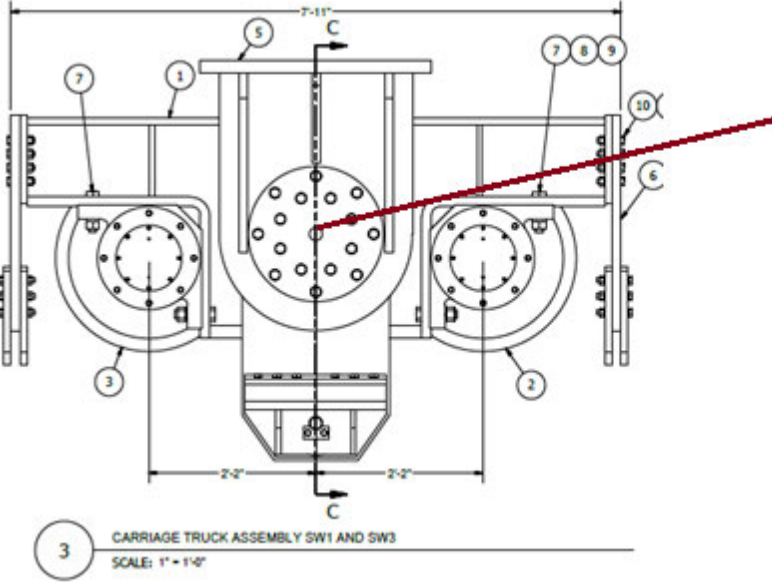
105. For example, the Armstrong Retractable Roof infringes on at least Claim 1 of the Lateral Release patent:

Claims	USTA Retractable Roof Project—Armstrong Stadium
1. The system for	The drawings and simulations for the USTA Armstrong Stadium illustrate that the project involves the construction of a retractable roof system. The drawings and simulations included

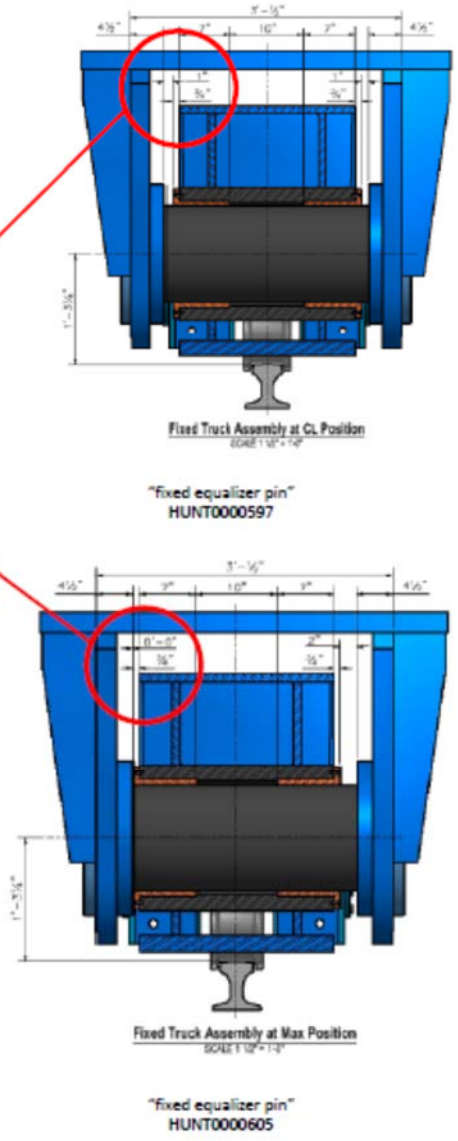
<p>Claims</p>	<p>USTA Retractable Roof Project—Armstrong Stadium</p>
<p>supporting a large overhead structural member for stable movement with respect to an underlying structure, comprising:</p>	<p>below illustrate that the retractable roof panels move between a closed position (shown in the top two figures) and an open position (shown in the bottom two figures).</p>  <p>(http://www.stonebridgesteelerection.com/usta-louis-armstrong-stadium/2017/1/5/fbystfczrj7vilhrjfxk127r7o0lw6)</p>  <p>(S-801: Roof System Isometrics)</p>

Claims	USTA Retractable Roof Project—Armstrong Stadium
	 <p data-bbox="386 955 1068 1018">(http://www.stonebridgesteelerection.com/usta-louis-armstrong-stadium/2017/1/5/fbystfczrj7vilhrjfxk127r7o0lw6)</p>  <p data-bbox="386 1648 735 1680">(S-801: Roof System Isometrics)</p>
[a] first and second transport mechanisms, each of which is	<p data-bbox="386 1717 1427 1864">Included below is a side and top view of a portion of the retractable roof system. The drawing included below illustrates first and second transport mechanisms in the form of carriages that travel in a predetermined path along a single rail that is attached to the underlying roof truss. As shown in the drawing below, each of the carriages that travels along the rail includes a plurality of follower wheels that ride on the rail.</p>

Claims	USTA Retractable Roof Project—Armstrong Stadium
<p>constructed and arranged to permit the large overhead structural member to move in a predetermined path with respect to the underlying structure, said transport mechanism comprising a single trolley rail on the underlying structure with no additional rail and a plurality of rail follower wheels on the large overhead structural member that are adapted to ride on said single trolley rail; and</p>	<div data-bbox="402 296 1430 814"> <p>1 90 DEGREE SHEAVE BLOCKS SEE: 1/S-842</p> <p>UNDERSLUNG SHEAVE BLOCKS SEE: 1/S-850</p> <p>2 ROOF PANEL SYSTEM ELEVATION - SOUTH ELEVATION</p> <p>90 DEGREE SHEAVE BLOCKS SEE: 1/S-842</p> <p>CL. RAIL</p> <p>2 UNDERSLUNG SHEAVE BLOCKS BELOW SEE: 1/S-850</p> <p>NW3 GUIDED CARRIAGE w/ BRAKE SEE: 3/S-820</p> <p>NW2 GUIDED CARRIAGE w/ BRAKE SEE: 4/S-820</p> <p>NW1 GUIDED CARRIAGE SEE: 3/S-820</p> <p>Carriage</p> <p>Rail</p> <p>Follower Wheels</p> </div> <p>(S-802: Roof Panels Plan).</p> <div data-bbox="402 919 1328 1266"> <p>A B</p> <p>STORM UPLIFT BARS</p> <p>Single Trolley Rail</p> <p>1 TOS RAIL GIRDER</p> <p>OUTER PULL-PULL WIRE ROPE</p> <p>INNER PULL-PULL WIRE ROPE</p> <p>5' 1'-0"</p> <p>RAIL GIRDER</p> <p>NORTH SIDE SHOWN SOUTH SIDE OPP. HAND</p> <p>5 TYPICAL SECTION THRU RAIL AT STORM UPLIFT BAR</p> <p>SCALE: 1-1/2" = 1'-0"</p> </div> <p>(S-804: Mechanization Fixed Systems Plan & Elevations)</p> <p>The close-up view of a carriage assembly included below further illustrates that each carriage assembly includes multiple follower wheels adapted to ride on a single rail.</p>

Claims	USTA Retractable Roof Project—Armstrong Stadium
	 <p>(S-820: Carriage Trucks North Guided).</p>
<p>[b] a lateral release system for each of said transport mechanism, interposed between said rail follower wheels and the large overhead structural member, for maintaining the transport mechanism in a predetermined orientation while simultaneously permitting a limited amount of movement of the large overhead structural member in a direction that is nonparallel to said predetermined path, wherein said system transmits a</p>	<p>The drawings included below illustrate that the retractable roof system includes a lateral release system. For example, the drawings included below are a section view of the carriage assembly.</p>  <p>(S-820: Carriage Trucks North Guided).</p>

Claims	USTA Retractable Roof Project—Armstrong Stadium
<p>very small side load to said single trolley rail with no need for additional lateral reinforcement, said lateral release system comprising a linear slide bearing.</p>	<div data-bbox="397 262 1339 766"> </div> <p>(S-820: Carriage Trucks North Guided).</p> <div data-bbox="397 945 1404 1617"> </div> <p>(S-821: Carriage Truck South Released).</p>

Claims	USTA Retractable Roof Project—Armstrong Stadium
	 <p>Technical drawings of the Fixed Truck Assembly at CL Position and Max Position. The drawings show the assembly in two states: CL Position (Center Line Position) and Max Position (Maximum Position). The assembly is shown in cross-section, with dimensions indicating the width and height of the components. A red circle highlights the 'fixed equalizer pin' in both drawings. The text 'Fixed Truck Assembly at CL Position' and 'Fixed Truck Assembly at Max Position' are present. The text 'fixed equalizer pin' and 'HUNT0000597' are present for the CL Position drawing, and 'fixed equalizer pin' and 'HUNT0000605' are present for the Max Position drawing. A red line points from the text 'Fixed truck is designed to move' to the red circle in both drawings.</p> <p>Fixed truck is designed to move</p> <p>Fixed Truck Assembly at CL Position EDGE 1/8" x 1/8"</p> <p>fixed equalizer pin HUNT0000597</p> <p>Fixed Truck Assembly at Max Position SOLE 1/2" x 1/2"</p> <p>fixed equalizer pin HUNT0000605</p>

106. In addition, based on Uni-Systems' investigation to date, the Armstrong Retractable Roof design also infringes at least Claims 2 and 21 of the Lateral Release patent. Patent Infringement Claim Charts for the Louis Armstrong Stadium are attached to the Third Amended Complaint as Exhibit F.

**COUNT I: INFRINGEMENT OF THE RETENTION MECHANISM PATENT AT
ARTHUR ASHE STADIUM (U.S. PATENT NO. 6,789,360)
(Against All Defendants)**

107. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-106 of the Third Amended Complaint as if fully set forth herein.

108. On September 14, 2004, the Retention Mechanism patent (U.S. Patent No. 6,789,360), entitled “*Retractable Roof System for Stadium,*” was duly and legally issued by the United States Patent and Trademark Office.

109. Uni-Systems is the owner, by assignment, of all rights, title, and interest in the Retention Mechanism patent.

110. Defendants have directly and/or indirectly infringed and continue to infringe the Retention Mechanism patent in this District and throughout the United States by making, using, importing, offering for sale, and/or selling and inducing others to make and use the Ashe Retractable Roof design, which practices one or more claims of the Retention Mechanism patent. Defendants are liable for their infringement of the Retention Mechanism patent pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c).

111. As owner of the Ashe Retractable Roof, USTA NTC has infringed and continues to infringe the Retention Mechanism patent under 35 U.S.C. § 271(a) by, among other things, using the Ashe Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

112. USTA infringed and continues to infringe the Retention Mechanism patent under 35 U.S.C. § 271(a) by, among other things using the Ashe Retractable Roof at the U.S. Open,

and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

113. As lead builder of the Ashe Retractable Roof, Hunt has infringed and continues to infringe the Retention Mechanism patent under 35 U.S.C. § 271(a) by, among other things, making and using the Ashe Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

114. As lead builder of the Ashe Retractable Roof, Hunt has induced infringement and continues to induce infringement of the Retention Mechanism patent under 35 U.S.C. § 271(b). Hunt knew that the Ashe Retractable Roof it built infringed the Retention Mechanism patent, and Hunt specifically intended to encourage other Defendants' infringement through their making and using the Ashe Retractable Roof.

115. As lead builder of the Ashe Retractable Roof, Hunt has contributed to infringement and continues to contribute to infringement of the Retention Mechanism patent under 35 U.S.C. § 271(c). Hunt sold components of the Ashe Retractable Roof constituting a material part of the Retention Mechanism patent. Hunt knew those components were especially adapted for infringement of the Retention Mechanism patent and lacked a substantial non-infringing use.

116. As engineer for the Ashe Retractable Roof, Geiger has infringed and continues to infringe the Retention Mechanism patent under 35 U.S.C. § 271(a) by, among other things, making and using the Ashe Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

117. Geiger was the engineer engaged by Rossetti to help Rossetti develop the moving roof design for the Ashe Retractable Roof that was used by other Defendants to develop the construction documents and build the Ashe Retractable Roof. Early on in the process of designing the Ashe Retractable Roof, Hunt told Rossetti that Uni-Systems may have a patent on the design approach used by Rossetti for the Ashe Retractable Roof. Rossetti conveyed this information to Geiger and asked Geiger to review the moving roof design and provide advice as to whether it infringed Uni-Systems' patents. Geiger had previously been involved in a roof design similar to Ashe and was in a dispute with Uni-Systems over that design. Geiger had to redesign that movable roof to use different components so as not to infringe. After having been informed that the Ashe design might violate Uni-Systems' patent, and knowing that it had previously had to redesign a roof where a similar dispute arose, Geiger nevertheless helped Rossetti finalize the design for the Ashe Retractable Roof. Geiger intended for the design to be used by the other Defendants and/or third parties to develop construction documents and build the Ashe Retractable Roof, which infringes the Retention Mechanism patent.

118. Defendants have been placed on notice of the Retention Mechanism patent at least as early as on or about May 24, 2016.

119. As a result of Defendants' infringement of the Retention Mechanism patent, Uni-Systems has suffered and will continue to suffer damages. Under 35 U.S.C. § 284, Uni-Systems is entitled to recover from Defendants the damages adequate to compensate for such infringement in an amount to be determined at trial.

120. Defendants' acts of infringement of the Retention Mechanism patent herein have been committed and are being committed with full knowledge of or willful blindness to Uni-Systems' rights in the patent. On information and belief, Defendants have acted and are continuing

to act despite knowing that their actions constituted direct and/or indirect infringement of a valid patent since at least May 24, 2016, when Uni-Systems sent a letter to USTA, Hardesty & Hanover, and Rossetti notifying them of the infringement. USTA shared the May 24, 2016 letter with USTA NTC, putting it on notice as well. By May 31, 2016, USTA provided a copy of Uni-Systems' letter to Hunt, which put Morgan on notice of the letter as well. Rossetti and Morgan informed Geiger of Uni-Systems' claims by no later than July 20, 2016. Despite the notice of infringement of the Retention Mechanism patent, Defendants implemented the infringing design of the Ashe Retractable Roof. Thereafter, Defendants proceeded to enjoy the use of the retractable roof at the 2016 U.S. Open and subsequent U.S. Opens. Moreover, on or about June 3, 2016, Hunt sent out bid notifications for another retractable roof to be built over the Louis Armstrong Stadium. The notification included project drawings for a retractable roof that, if built, would also infringe Uni-Systems' patented intellectual property. Defendants ignored Uni-Systems' request, made on June 10, 2016, to suspend the bid process and discuss Uni-Systems' claims. Defendants' acts, since at least May 24, 2016, if not before, constitute willful and deliberate infringement, entitling Uni-Systems to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

121. Defendants' acts of infringement have caused and will continue to cause irreparable harm to Uni-Systems, for which there is no adequate remedy at law, entitling Uni-Systems to injunctive relief.

**COUNT II: INFRINGEMENT OF THE LATERAL RELEASE PATENT AT ARTHUR
ASHE STADIUM (U.S. PATENT NO. 7,594,360)
(Against All Defendants)**

122. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-121 of the Third Amended Complaint as if fully set forth herein.

123. On September 29, 2009, the Lateral Release patent (U.S. Patent No. 7,594,360), entitled “*Lateral Release Mechanism for Movable Roof Panels*,” was duly and legally issued by the United States Patent and Trademark Office.

124. Uni-Systems is the owner, by assignment, of all rights, title and interest in the Lateral Release patent.

125. Defendants have directly and/or indirectly infringed and continue to infringe the Lateral Release patent in this District and throughout the United States by making, using, importing, offering for sale, and/or selling and inducing others to make and use the Ashe Retractable Roof design, which practices one or more claims of the Lateral Release patent. Defendants are liable for their infringement of the Lateral Release patent pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c).

126. As owner of the Ashe Retractable Roof, USTA NTC has infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, using the Ashe Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

127. USTA infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, using the Ashe Retractable Roof at the U.S. Open, and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

128. As lead builder of the Ashe Retractable Roof, Hunt has induced infringement and continues to induce infringement of the Lateral Release patent under 35 U.S.C. § 271(b). Hunt knew that the Ashe Retractable Roof it built infringed the Lateral Release patent, and Hunt

specifically intended to encourage other Defendants' infringement through their making and using the Ashe Retractable Roof.

129. As lead builder of the Ashe Retractable Roof, Hunt has contributed to infringement and continues to contribute to infringement of the Lateral Release patent under 35 U.S.C. § 271(c). Hunt sold components of the Ashe Retractable Roof constituting a material part of the Lateral Release patent. Hunt knew those components were especially adapted for infringement of the Lateral Release patent and lacked a substantial non-infringing use.

130. As engineer for the Ashe Retractable Roof, Geiger has infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, making and using the Ashe Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Ashe Retractable Roof, which was completed, operational, and put into service as of August 2016.

131. Geiger was the engineer engaged by Rossetti to help Rossetti develop the moving roof design for the Ashe Retractable Roof that was used by other Defendants to develop the construction documents and build the Ashe Retractable Roof. Early on in the process of designing the Ashe Retractable Roof, Hunt told Rossetti that Uni-Systems may have a patent on the design approach used by Rossetti for the Ashe Retractable Roof. Rossetti conveyed this information to Geiger and asked Geiger to review the moving roof design and provide advice as to whether it infringed Uni-Systems' patents. Geiger had previously been involved in a roof design similar to Ashe and was in a dispute with Uni-Systems over that design. Geiger had to redesign that movable roof to use different components so as not to infringe. After having been informed that the Ashe design might violate Uni-Systems' patent, and knowing that it had previously had to redesign a roof where a similar dispute arose, Geiger nonetheless helped Rossetti finalize the Ashe

Retractable Roof. In addition, in 2016 before Ashe was operational, and after Uni-Systems had notified Defendants that Ashe infringed its patents, Rossetti guessed that the Ashe Roof infringed the “release mechanism” patent of Uni-Systems even before Uni-Systems had identified that patent as one at issue and told Geiger. At this same time that it received notice that Ashe infringed, Rossetti, with Geiger’s assistance, re-designed Armstrong, which was similar in design to Ashe, from which it can be implied that Rossetti knew Ashe infringed the Lateral Release Patent. With knowledge of the Lateral Release Patent, Geiger helped Rossetti finalize the design for the Ashe Retractable Roof. Geiger intended for the design to be used by the other Defendants and/or third parties to develop construction documents and build the Ashe Retractable Roof, which infringes the Lateral Release patent.

132. With knowledge of the Lateral Release patent, Geiger drafted specifications for the Ashe Retractable Roof. The specifications include descriptions of transport mechanisms comprising a linear slide bearing. The transport mechanism described in the specifications, when installed in the Ashe Retractable Roof, infringes one or more claims of the Lateral Release patent. Geiger knew that drafting the specifications would cause another defendant or third party to make, install, and use the described transport mechanism. The specifications also include instructions for opening and closing the completed Ashe Retractable Roof, which infringes one or more claims of the Lateral Release patent. Geiger knew that the specifications it drafted would cause another defendant or third party to use the infringing Ashe Retractable Roof as directed in the specifications. In drafting the specifications, Geiger intended for another defendant or third party to engage in the manufacture and use of the Ashe Retractable Roof that infringes the Lateral Release patent.

133. Rossetti, and Geiger were placed on notice of the Lateral Release patent on or about August 26, 2013. The other Defendants were placed on notice of the Lateral Release patent at least as early as May 24, 2016.

134. As a result of Defendants' infringement of the Lateral Release patent, Uni-Systems has suffered and will continue to suffer damages. Under 35 U.S.C. § 284, Uni-Systems is entitled to recover from Defendants the damages adequate to compensate for such infringement in an amount to be determined at trial.

135. Defendants' acts of infringement of the Lateral Release patent herein have been committed and are being committed with full knowledge of or willful blindness to Uni-Systems' rights in the patent. Geiger and Rossetti knew there was a high probability that the Ashe Retractable roof design infringed the Lateral Release patent since at least 2013, and since that time have acted despite knowing or being willfully blind to the fact that their actions constituted direct and/or indirect infringement of a valid patent. On information and belief, Tennis Defendants, Hardesty & Hanover, and Morgan have acted and are continuing to act despite knowing that their actions constituted direct and/or indirect infringement of a valid patent since at least May 24, 2016, when Uni-Systems sent a letter to USTA, Hardesty & Hanover, and Rossetti notifying them of the infringement. USTA shared the May 24, 2016 letter with USTA NTC, putting it on notice as well. By May 31, 2016, USTA provided a copy of Uni-Systems' letter to Hunt, which put Morgan on notice of the letter as well. Rossetti and Morgan informed Geiger of Uni-Systems' claims by no later than July 20, 2016. Despite the notices of infringement of the Lateral Release Mechanism patent, Defendants implemented the infringing design of the Ashe Retractable Roof. Thereafter, Defendants proceeded to enjoy the use of the retractable roof at the 2016 U.S. Open and subsequent U.S. Opens. Moreover, Hunt, on or about June 3, 2016, sent out bid notifications for another

retractable roof to be built over the Louis Armstrong Stadium. The notification included project drawings for a retractable roof that, if built, would also infringe Uni-Systems' patented intellectual property. Defendants ignored Uni-Systems' request, made on June 10, 2016, to suspend the bid process and discuss Uni-Systems' claims. Defendants' acts since at least May 24, 2016, if not before, constitute willful and deliberate infringement, entitling Uni-Systems to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

136. Defendants' acts of infringement have caused and will continue to cause irreparable harm to Uni-Systems, for which there is no adequate remedy at law, entitling Uni-Systems to injunctive relief.

**COUNT III: INFRINGEMENT OF THE LATERAL RELEASE PATENT AT LOUIS
ARMSTRONG STADIUM (U.S. PATENT NO. 7,594,360)
(Against All Defendants)**

137. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-136 of the Third Amended Complaint as if fully set forth herein.

138. Defendants have directly and/or indirectly infringed and continue to infringe the Lateral Release patent in this District and throughout the United States by making, using, importing, offering for sale, and/or selling and inducing others to make and use the Armstrong Retractable Roof design, which practices one or more claims of the Lateral Release patent. The Tennis Defendants, Hunt, and Geiger are liable for their infringement of the Lateral Release patent pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c).

139. As owner of the Armstrong Retractable Roof, USTA NTC has infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, using the Armstrong Retractable Roof upon completion of the Louis Armstrong Stadium in time for the U.S. Open Tennis Tournament in 2018 and/or controlling or directing one or more

Defendants or third parties to make or use the Armstrong Retractable Roof.

140. USTA has infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, using the Armstrong Retractable Roof at the U.S. Open and/or controlling or directing one or more Defendants or third parties to make or use the Armstrong Retractable Roof.

141. As lead builder of the Armstrong Retractable Roof, Hunt has induced infringement and continues to induce infringement of the Lateral Release patent under 35 U.S.C. § 271(b). Hunt knew that the Armstrong Retractable Roof it built infringed the Lateral Release patent, and Hunt specifically intended to encourage other Defendants' infringement through their making and using the Armstrong Retractable Roof, which was completed, operational, and put into service in time for the U.S. Open in 2018.

142. As lead builder of the Armstrong Retractable Roof, Hunt has contributed to infringement and continues to contribute to infringement of the Lateral Release patent under 35 U.S.C. § 271(c). Hunt sold components of the Armstrong Retractable Roof constituting a material part of the Lateral Release patent. Hunt knew those components were especially adapted for infringement of the Lateral Release patent and lacked a substantial non-infringing use.

143. As engineer for the Armstrong Retractable Roof, Geiger has infringed and continues to infringe the Lateral Release patent under 35 U.S.C. § 271(a) by, among other things, making and using the Armstrong Retractable Roof and/or controlling or directing one or more Defendants or third parties to make or use the Armstrong Retractable Roof, which was completed, operational, and put into service in time for the U.S. Open in 2018.

144. Geiger assisted Rossetti in drafting, reviewing and approving construction documents, including blueprints, used by Defendants to build the Armstrong Retractable Roof.

145. Early on while working on the Ashe Retractable Roof, Geiger learned from Rossetti that Uni-Systems may have a patent on the design approach used by Rossetti and Geiger for the Ashe Retractable Roof. In addition, Geiger had previously been involved in a roof design similar to Ashe and had been in a dispute with Uni-Systems over that design. Geiger had to re-design that movable roof to use different components so as not to infringe. After having been informed that the Ashe design might violate Uni-Systems' patent, and knowing that it had previously had to re-design a roof where a similar dispute arose, Geiger nonetheless helped Rossetti prepare a design for the Armstrong Retractable Roof that was similar to the design of the Ashe Retractable Roof.

146. In May 2016, Uni-Systems put Geiger on notice that the Ashe Retractable Roof, which was nearly complete, infringed Uni-Systems' patents, and that the original design for the Armstrong Retractable Roof, which had not yet been built, infringed one of its patents as well.

147. Rossetti and Geiger re-designed the Armstrong Retractable Roof to, hopefully, avoid a claim that the re-designed roof infringed Uni-Systems' patent. Geiger prepared the mechanization re-design for the Armstrong Retractable Roof and submitted the re-design to Rossetti for approval.

148. While attempting to re-design the Armstrong Retractable Roof and after receiving notice that the original design infringed one of Uni-Systems' patents, in coordination with Rossetti, Geiger removed elements from design drawings it prepared so as to "mask" elements that "may infringe" Uni-Systems' intellectual property. On information and belief, Geiger masked such elements in order to conceal elements of the design necessary to establish infringement of Uni-Systems' patent.

149. Additionally, in August 2018, after the Armstrong Retractable Roof had been erected but before it was fully operational, Rossetti and Geiger attempted to change the design of

the roof to install thrust spacers and remove gaps in the structure. Geiger recommended installing the spacers. On information and belief, Geiger recommended installing the spacers to make the roof look less like a roof that would infringe the Lateral Release patent in an attempt to “negate” a claim by Uni-Systems that the roof infringed the Lateral Release patent. Geiger’s recommendation confirms Defendants’ recognition early in the case that they interpreted the Lateral Release Patent in the same way Uni-Systems has interpreted it in this litigation, and that they would infringe the Lateral Release Patent unless they changed the design by adding thrust spacers.

150. Rossetti and Geiger were ultimately unsuccessful at re-designing the roof in a way that did not infringe the Lateral Release Mechanism. As built according to Rossetti’s design, the Armstrong Retractable Roof infringes the Uni-Systems’ Lateral Release patent. The design for the infringing roof was created by Geiger and Rossetti with knowledge of the Lateral Release patent. Geiger specifically intended for the roof design for the Armstrong Retractable Roof be used by other Defendants and third parties to draft construction documents for the Armstrong Retractable Roof, build the Armstrong Retractable Roof, and test and operate the Armstrong Retractable Roof.

151. With knowledge of the Lateral Release patent, Geiger drafted the New Armstrong Stadium Schematic Design and other documents. Geiger knew that drafting the documents would cause another defendant or third party to make, install, and use the roof. In drafting the documents, Geiger intended for another Defendant or third party to engage in the manufacture, installation, and use of the roof that infringes the Lateral Release patent.

152. Hunt and Geiger have been placed on notice of the Lateral Release patent at least as early as on or about May 24, 2016. Further, the Tennis Defendants, Hunt, and Geiger have had

specific notice of the Armstrong Retractable Roof's infringement of the Lateral Release patent since at least as early as the summer of 2016. In addition, Uni-Systems provided notice to the Tennis Defendants, Hunt, and Geiger of the particular claims of the Lateral Release patent that Uni-Systems believes the Armstrong Retractable Roof infringes via a letter dated July 6, 2017.

153. As a result of the Tennis Defendants', Hunt's, and Geiger's infringement of the Lateral Release patent, Uni-Systems has suffered and will continue to suffer damages. Under 35 U.S.C. § 284, Uni-Systems is entitled to recover from the Tennis Defendants, Hunt, and Geiger the damages adequate to compensate for such infringement in an amount to be determined at trial.

154. The Tennis Defendants', Hunt's, and Geiger's acts of infringement of the Lateral Release patent herein have been committed and are being committed with full knowledge of Uni-Systems' rights in the patent. On information and belief, the Tennis Defendants have acted and are continuing to act despite knowing that their actions constituted direct and/or indirect infringement of a valid patent since at least May 24, 2016, if not before, when Uni-Systems sent a letter to USTA and Rossetti notifying them of the Ashe Retractable Roof's infringement of the Lateral Release patent. USTA shared the May 24, 2016 letter with USTA NTC, putting it on notice as well. Once Uni-Systems received copies of design drawings for the Armstrong Retractable Roof in July or August 2016, Uni-Systems promptly notified the Tennis Defendants, Hunt, and Rossetti that the roof design, if constructed, would also infringe on the Lateral Release Patent. Uni-Systems also provided the Tennis Defendants, Hunt, and Geiger with written notice of the specific claims of the Lateral Release patent that Uni-Systems believes the Armstrong Retractable Roof infringes via a letter enclosing preliminary infringement charts, dated July 6, 2017. Despite these various notifications of the Armstrong Retractable Roof's infringement, the Tennis Defendants, Hunt, and Geiger proceeded to construct the Armstrong Retractable Roof

according to the infringing design and constructed the infringing design in an effort to complete the Armstrong Retractable Roof in time for the 2018 U.S. Open. The Tennis Defendants', Hunt's, and Geiger's acts, since at least July or August 2016, constitute willful and deliberate infringement, entitling Uni-Systems to enhanced damages under 35 U.S.C. § 284 and reasonable attorneys' fees and costs.

155. The Tennis Defendants', Hunt's, and Geiger's acts of infringement have caused and will continue to cause irreparable harm to Uni-Systems, for which there is no adequate remedy at law, entitling Uni-Systems to injunctive relief.

**COUNT IV: FEDERAL MISAPPROPRIATION OF TRADE SECRETS UNDER
18 U.S.C. § 1836
(Against Defendant Hunt)**

156. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-155 of the Third Amended Complaint as if fully set forth herein.

157. By committing the actions as set forth herein, Hunt has misappropriated and continue to misappropriate Uni-Systems' trade secrets in violation of the Defend Trade Secrets Act, 18 U.S.C. § 1839.

158. Uni-Systems owns and possesses confidential and proprietary software, mechanization design principles and criteria, and methods for implementing the same using engineered solutions, which include compilations, methods, techniques, processes, procedures, programs, and codes, and which constitute Uni-Systems' trade secrets.

159. Uni-Systems' trade secrets are related to a product or service used in, or intended for use in, interstate commerce, as they are used in connection with Uni-Systems' products and services, which are offered and used across the country.

160. Uni-Systems' trade secrets were developed through great effort and expense in terms of manpower, time, and costs.

161. Uni-Systems has taken reasonable and careful measures to protect and maintain the confidentiality and secrecy of its trade secrets, including by limiting access to them, and by requiring confidentiality provisions on Uni-Systems' customers and clients that prohibit, among other things, unauthorized access, use, and disclosure. These provisions require strict confidence and prohibit disclosure or use of Uni-Systems' trade secrets without Uni-Systems' consent. Uni-Systems' trade secrets cannot be properly acquired or duplicated because of the limited number of individuals who can access them, and because they are maintained by Uni-Systems personnel and customers who are contractually obligated to maintain Uni-Systems' trade secrets.

162. Uni-Systems' trade secrets derive independent economic value from not being generally known to, and not being readily ascertainable through proper means by, others because such information is extremely valuable to Uni-Systems, critical to the operation of Uni-Systems' business, and, if available to others, would enable them to compete with Uni-Systems to Uni-Systems' detriment.

163. In connection with its roles as peer reviewer for the Florida Marlins Ballpark project and maintenance provider for the Cardinals Retractable Roof, and on further information and belief, Hardesty & Hanover, encouraged and facilitated by Hunt, acquired knowledge of Uni-Systems' trade secrets without the express or implied consent of Uni-Systems.

164. Separate and apart from the improper acquisition of these trade secrets, Hunt has improperly disclosed and used and continue to disclose and use Uni-Systems' trade secrets for projects for the Tennis Defendants, including the Arthur Ashe Stadium project, which was not

completed until August 2016, and the new Louis Armstrong Stadium project, which was completed, operational, and put into service in time for the U.S. Open in 2018.

165. Hunt's activities relating to the completion of the Ashe Retractable Roof in August 2016 and first use for the U.S. Tennis Open in August 2016 constitute new and separate uses of Uni-Systems' trade secrets. Hunt's activities relating to Armstrong Retractable Roof further constitute new and separate uses of Uni-Systems' trade secrets. These new and separate uses of Uni-Systems' trade secrets occurred after May 11, 2016.

166. On information and belief, Hunt's uses of Uni-Systems' trade secrets have been without Uni-Systems' express or implied consent, and Hunt knew or had reason to know that their knowledge of the trade secrets was derived from or through a person who had stolen the trade secrets, acquired under circumstances giving rise to a duty to maintain the secrecy of the trade secrets or to limit the use of the trade secrets, or derived from or through a person who owed a duty to Uni-Systems to maintain the secrecy of the trade secrets or limit the use of the trade secrets. Among other things, Hunt knew or had reason to know that any of Uni-Systems' trade secret, confidential, or proprietary information that they had access to by way of their involvement at the Florida Marlins Ballpark and/or Arizona Cardinals Stadium could not be used in connection with any other stadium or project.

167. Hunt continues to misappropriate Uni-Systems' trade secrets through the continual use and operation of the Ashe Retractable Roof and the Armstrong Retractable Roof.

168. Hunt's conduct constitutes knowing, willful, and malicious misappropriation.

169. As a direct and proximate result of Hunt's wrongful conduct, Uni-Systems has been substantially and irreparably harmed in an amount not readily capable of determination and for which there is no adequate remedy at law. Unless restrained by this Court, Hunt will cause further

irreparable injury to Uni-Systems. Uni-Systems is entitled to injunctive relief enjoining Hunt, its agents and employees, and all persons acting in concert or participation with them, from engaging in any further use of Uni-Systems' trade secret and proprietary and confidential information.

170. As a result of Hunt's actions, Uni-Systems has suffered direct and consequential damages and is entitled to recover compensatory damages, including opportunity costs and exemplary damages in an amount to be proven at trial.

171. Hunt has been unjustly enriched as a result of their misappropriation of Uni-Systems' trade secrets. Uni-Systems therefore seeks recovery for this unjust enrichment.

172. To the extent Uni-Systems' actual damages and Hunt's unjust enrichment is not reasonably ascertainable or subject to proof, Uni-Systems is entitled to a reasonable royalty for the use of such trade secrets.

**COUNT V: NEW YORK MISAPPROPRIATION OF TRADE SECRETS
(Against Defendant Hunt)**

173. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-172 of the Third Amended Complaint as if fully set forth herein.

174. By committing the actions as set forth herein, Hunt has misappropriated and continue to misappropriate Uni-Systems' trade secrets in violation of New York law.

175. Uni-Systems owns and possesses confidential and proprietary software, mechanization design principles and criteria, and methods for implementing the same using engineered solutions, which constitute trade secrets and proprietary confidential information continuously used in the operation of Uni-Systems' business under New York law.

176. Uni-Systems' trade secrets were developed through great effort and expense in terms of manpower, time, and costs. Uni-Systems' trade secrets are extremely valuable to Uni-

Systems, are critical to the operation of Uni-Systems' business, and, if available to others, would enable them to compete with Uni-Systems to Uni-Systems' detriment.

177. Uni-Systems has taken reasonable and careful measures to protect and maintain the confidentiality and secrecy of its trade secrets, including by limiting access to them, and by requiring confidentiality provisions on Uni-Systems' customers and clients that prohibit, among other things, unauthorized access, use, and disclosure. These provisions require strict confidence and prohibit disclosure or use of Uni-Systems' trade secrets without Uni-Systems' consent. Uni-Systems' trade secrets cannot be properly acquired or duplicated because of the limited number of individuals who can access them and the contractual limitations imposed on such individuals.

178. In connection with its roles as peer reviewer for the Florida Marlins Ballpark project and maintenance provider for the Cardinals Retractable Roof, and on further information and belief, Hardesty & Hanover, with the encouragement of and facilitation by Hunt, improperly took and used Uni-Systems' trade secrets without the express or implied consent of Uni-Systems. On information and belief, Hardesty & Hanover has used and continues to use Uni-Systems' trade secrets without Uni-Systems' express or implied consent, including, without limitation, for projects for the Tennis Defendants, such as the Arthur Ashe Stadium project, which was not completed until August 2016, and the new Louis Armstrong Stadium project, which was completed, operational, and put into service in time for the U.S. Open in 2018. On information and belief, at the time Hardesty & Hanover took and used Uni-Systems' trade secrets without its express or implied consent, and during the time Hardesty & Hanover continues to use Uni-Systems' trade secrets without its express or implied consent, Hardesty & Hanover and Hunt knew or had reason to know that the information constituted confidential and proprietary trade secrets of Uni-Systems.

179. As a direct and proximate result of Hunt's wrongful conduct, Uni-Systems has been substantially and irreparably harmed in an amount not readily capable of determination and for which there is no adequate remedy at law. Unless restrained by this Court, Hunt will cause further irreparable injury to Uni-Systems. Uni-Systems is entitled to injunctive relief enjoining Hunt, its agents and employees, and all persons acting in concert or participation with them, from engaging in any further use of Uni-Systems' proprietary and confidential information.

180. As a result of Hunt's actions, Uni-Systems has suffered direct and consequential damages and is entitled to recover compensatory damages, including opportunity costs and punitive damages in an amount to be proven at trial.

COUNT VI: BREACH OF CONTRACT
(Against Defendant Hunt for Breach of the Subcontract for Construction of the Cardinals Retractable Roof)

181. Uni-Systems re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1-180 of the Third Amended Complaint as if fully set forth herein.

182. The Subcontract between Uni-Systems and Hunt for construction of the Cardinals Retractable Roof is a valid and enforceable agreement.

183. As a condition to Uni-Systems' and Hunt's mutual agreement to the Subcontract, the parties expressly agreed that the Subcontract was confidential and that, as such, the terms and conditions of the Subcontract could not be revealed or shared by either party without the express written consent of the other party.

184. In addition to the parties' express agreement to treat the Subcontract as confidential, the Subcontract also contains an express provision (hereinafter referred to as "Paragraph 35.10") prohibiting Hunt from using on any other project any and all drawings, specifications, and other documents, including working papers, prepared or developed by Uni-Systems in connection with the Subcontract.

185. On information and belief, Hunt revealed to or shared with Hardesty & Hanover and/or other third parties the terms or conditions of the Subcontract, in violation of Uni-Systems' and Hunt's express agreement to treat the Subcontract as confidential.

186. On information and belief, Hunt violated Paragraph 35.10 by revealing or sharing with Hardesty & Hanover and/or other third parties confidential information—including but not limited to the confidential design parameters for the Cardinals Retractable Roof and other drawings, specifications, working papers, and documents prepared or developed by Uni-Systems in connection with the Subcontract. On information and belief, Hunt's purpose was to facilitate the use of such confidential information in connection with other stadium retractable roof projects, including the Ashe Retractable Roof and the Armstrong Retractable Roof.

187. On information and belief, Hunt breached the parties' express agreement to maintain the confidentiality of the Subcontract by revealing or sharing the terms and conditions of the Subcontract with Hardesty & Hanover and/or other third parties.

188. On information and belief, Hunt further breached Paragraph 35.10 of the Subcontract by revealing or sharing with Hardesty & Hanover and/or other third parties confidential information—including but not limited to the confidential design parameters for the Cardinals Retractable Roof and other confidential information prepared or developed by Uni-Systems in connection with Subcontract—for use in connection with other stadium retractable roof projects, including the Ashe Retractable Roof and the Armstrong Retractable Roof.

189. Uni-Systems has fully performed all of its obligations in accordance with the Subcontract.

190. As a direct and proximate result of Hunt's breaches of the Subcontract, Uni-Systems has suffered damages in an amount to be proven at trial.

PRAYER FOR RELIEF

191. Uni-Systems prays for the following relief:

a. That Defendants and their affiliates, employees, agents, officers, directors, attorneys, successors, and assigns and all those acting on behalf of or in concert with any of them be permanently enjoined from infringement, inducement of infringement, and contributory infringement of each of the Patents-in-Suit;

b. That Uni-Systems be awarded damages for Defendants' infringement of the Patents-in-Suit, together with interest (both pre- and post-judgment interest), costs, and disbursements as determined by this Court under 35 U.S.C. § 284, including enhanced damages up to three times the amount of damages found or measured, but in any event no less than a reasonable royalty;

c. That this action be adjudged an exceptional case and Uni-Systems be awarded its attorneys' fees in this action pursuant to 35 U.S.C. § 285;

d. That all Defendants and their affiliates, employees, agents, officers, directors, attorneys, successors, and assigns and all those acting on behalf of or in concert with any of them be preliminarily and permanently enjoined from directly or indirectly misappropriating and continuing to utilize Uni-Systems' trade secrets;

e. That Uni-Systems be awarded damages for actual loss caused by the misappropriation of its trade secrets and damages for unjust enrichment caused by the misappropriation of Uni-Systems' trade secrets not addressed in computing damages for actual loss;

f. That Uni-Systems be awarded a reasonable royalty for Hunt's misappropriation of Uni-Systems' trade secrets;

- g. That Uni-Systems be awarded exemplary damages for Hunt's willful and malicious misappropriation of Uni-Systems' trade secrets;
- h. That Uni-Systems is entitled to reasonable costs, including attorneys' fees and expenses;
- i. That Uni-Systems be awarded such other equitable or legal relief as this Court deems just and proper under the circumstances.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: Los Angeles, California
May 27, 2021

NORTON ROSE FULBRIGHT US LLP

By: /s/ David Ben-Meir

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