IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ANSELL HEALTHCARE PRODUCTS LLC,

Plaintiff,

v.

RECKITT BENCKISER LLC,

Defendant.

Civil Action No. _____

COMPLAINT

The Parties

1. Plaintiff Ansell Healthcare Products LLC ("Ansell") is a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business located at 111 Wood Avenue South, Suite 210, Iselin, New Jersey.

2. On information and belief, defendant Reckitt Benckiser LLC ("Reckitt") is a Delaware limited liability company with a principal place of business located at Morris Corporate Center IV, 399 Interpace Parkway, P. O. Box 225, Parsippany, New Jersey 07054-0225, and its registered agent within the State of Delaware is Corporation Service Company, 2711 Centerville Road, Wilmington, Delaware 19808.

Jurisdiction and Venue

3. This action arises under the patent laws of the United States. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

General Averments

5. On January 3, 2012, U.S. Patent No. 8,087,412 ("the '412 patent") was duly issued to Ansell for inventions of dip-formed synthetic polyisoprene latex articles with improved intraparticle and interparticle crosslinks. Ansell has owned the '412 patent throughout the period of Reckitt's infringing acts and still owns the '412 patent. A true and correct copy of the '412 patent is attached hereto as Exhibit A.

6. On June 18, 2013, U.S. Patent No. 8,464,719 ("the '719 patent") was duly issued to Ansell for additional inventions of dip-formed synthetic polyisoprene latex articles with improved intraparticle and interparticle crosslinks. Ansell has owned the '719 patent throughout the period of Reckitt's infringing acts and still owns the '719 patent. A true and correct copy of the '719 patent is attached hereto as Exhibit B.

7. On July 7, 2015, U.S. Patent No. 9,074,027 ("the '027 patent") was duly issued to Ansell for additional inventions of dip-formed synthetic polyisoprene latex articles with improved intraparticle and interparticle crosslinks. Ansell has owned the '027 patent throughout the period of Reckitt's infringing acts and still owns the '027 patent. A true and correct copy of the '027 patent is attached hereto as Exhibit C.

8. On July 7, 2015, U.S. Patent No. 9,074,029 ("the '029 patent") was duly issued to Ansell for additional inventions of dip-formed synthetic polyisoprene latex articles with improved intraparticle and interparticle crosslinks. Ansell has owned the '029 patent throughout the period of Reckitt's infringing acts and still owns the '029 patent. A true and correct copy of the '029 patent is attached hereto as Exhibit D.

9. Since November 14, 2014, Ansell and Reckitt have been engaged in patent litigation in Australia involving the Australian counterpart of the '412 patent.

Count 1 – Infringement of the '412 Patent

10. Ansell incorporates herein by reference the averments of paragraphs 1-9 above.

11. On information and belief, after January 3, 2012, Reckitt has infringed the '412 patent by, without authority of Ansell, importing into the United States, and offering to sell and selling in the United States Durex RealFeel® condoms that embody one or more claims of the '412 patent, and Reckitt will continue to do so unless enjoined by this Court.

12. On information and belief, Reckitt's past and continued infringement of the '412 patent has been and is willful.

Count 2 – Infringement of the '719 Patent

13. Ansell incorporates herein by reference the averments of paragraphs 1-12 above.

14. On information and belief, after June 18, 2013, Reckitt has infringed the '719 patent by, without authority of Ansell, importing into the United States, and offering to sell and selling in the United States Durex RealFeel® condoms that embody one or more claims of the '719 patent, and Reckitt will continue to do so unless enjoined by this Court.

15. On information and belief, Reckitt's past and continued infringement of the '719 patent has been and is willful.

Count 3 – Infringement of the '027 Patent

16. Ansell incorporates herein by reference the averments of paragraphs 1-15 above.

17. On information and belief, after July 7, 2015, Reckitt has infringed the '027 patent by, without authority of Ansell, importing into the United States, and offering to sell and selling in the United States Durex RealFeel® condoms that embody one or more claims of the '027 patent, and Reckitt will continue to do so unless enjoined by this Court.

18. On information and belief, Reckitt's past and continued infringement of the '027 patent has been and is willful.

Count 4 – Infringement of the '029 Patent

19. Ansell incorporates herein by reference the averments of paragraphs 1-18 above.

20. On information and belief, after July 7, 2015, Reckitt has infringed the '029 patent by, without authority of Ansell, importing into the United States, and offering to sell and selling in the United States Durex RealFeel® condoms that embody one or more claims of the '029 patent, and Reckitt will continue to do so unless enjoined by this Court.

21. On information and belief, Reckitt's past and continued infringement of the '029 patent has been and is willful.

RELIEF REQUESTED

WHEREFORE, Ansell requests that the Court enter a judgment in Ansell's favor and against Reckitt, and provide Ansell the following relief:

A. Order, adjudge and decree that Reckitt has willfully infringed the '412, '719, '027 and '029 patents;

B. Permanently enjoin Reckitt, and all persons acting in active concert or participation with it, from infringing, inducing others to infringe, or contributing to the infringement of the '412, '719, '027 and '029 patents;

C. Award Ansell its damages in an amount adequate to compensate Ansell for Reckitt's infringement, including without limitation on the basis of a reasonable royalty and for lost profits, together with interest thereon, in an amount to be proven at trial;

D. Increase the damages up to three times the amount found or assessed, pursuant to 35 U.S.C. § 284;

E. Find that this case is exceptional and award Ansell its respective costs and expenses for Reckitt's infringement, including reasonable attorneys fees, pursuant to 35 U.S.C. § 285;

F. Award Ansell pre-judgment and post-judgment interest at the highest rates allowed by law; and

G. Award Ansell such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Ansell requests a trial by jury of this action.

DATED: October 13, 2015

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