

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

-----X
CRITICAL RESPONSE GROUP, INC.

Plaintiff,

No. 22-cv-342

-against-

COMPLAINT

JURY TRIAL DEMANDED

GEOCOMM, INC.

Defendant.
-----X

Plaintiff Critical Response Group, Inc. (“CRG”), by its attorneys, Alan R. Ostergren PC and Reitler Kailas & Rosenblatt LLP, alleges as follows:

NATURE OF ACTION

1. Plaintiff is engaged in the business of improving communication and collaboration between first responders during critical incidents at unfamiliar locations. Founded in 2013 by decorated Special Operations veterans and public safety experts, Plaintiff creates visual communication tools that combine a gridded overlay with high-resolution overhead imagery to enable all first responders and law enforcement participants at the scene of a critical incident to communicate clearly, accurately and effectively.

2. Plaintiff’s tools include graphic works generated for specific locations (“CRG Graphics”), including without limitation the CRG Graphics registered in the U.S. Copyright Office under registration number VA0002321013 (the “Registered Graphics”) (registration certificate attached as Exhibit 1).

3. CRG seeks injunctive relief and damages for, *inter alia*, willful copyright infringement by the Defendant, GeoComm, Inc., arising from Defendant's unauthorized preparation, reproduction, and public distribution of graphic works that are copied from and substantially and confusingly similar to protectable elements of the CRG Graphics.

4. Defendant's activities as alleged herein have continued after Defendant was notified of the infringing nature thereof, including without limitation by means of correspondence from CRG's counsel dated September 20, 2022 (attached as Exhibit 2), and follow-up correspondence dated October 7, 2022 (attached as Exhibit 3), all in violation of the United States Copyright Act, 17 U.S.C. § 101 et seq. (the "Copyright Act").

5. Plaintiff further seeks injunctive relief and damages for willful infringement of CRG's distinctive, non-functional, unregistered trade dress in the overall appearance of the CRG Graphics ("CRG Trade Dress"), in violation of United States trademark law as codified in 15 U.S.C. § 1051 et seq. (the "Lanham Act").

6. Plaintiff further seeks injunctive relief and damages for misappropriation of CRG's trade secrets as described herein ("CRG Trade Secrets") and for breach of two written agreements between CRG and Defendant, i.e., a March 1, 2021 Mutual Nondisclosure Agreement (the "MNDA"), attached as Exhibit 4, and a March 13, 2021 Joint Services Licensing Agreement (the "Licensing Agreement") attached as Exhibit 5.

7. As stated in greater detail below, Defendant, without any authority from the Plaintiff, and in direct competition with Plaintiff, has (A) prepared, reproduced, and distributed one or more graphic works copied from and substantially similar to the CRG Graphics ("Infringing Graphics"), including without limitation the Infringing Graphics

Defendant recently submitted to governmental authorities in connection with a certain public-safety project in the Southern District of Iowa entitled “Critical Incident Mapping (RFP1722282008)”; (B) marketed the unauthorized Infringing Graphics under the CRG Trade Dress, or a confusingly similar imitation of the CRG Trade Dress, thus causing a likelihood of confusion among members of the relevant public; (C) misappropriated the CRG Trade Secrets in violation of federal law; and (D) breached both the MNDA and the Licensing Agreement between CRG and Defendant.

8. Plaintiff is the owner of copyright in all of the CRG Graphics referenced in this Complaint, including without limitation the Registered Graphics.

9. Plaintiff is the owner of all rights in the CRG Trade Dress, having never conveyed ownership therein to any other party.

10. Plaintiff is the owner of all rights in the CRG Trade Secrets, having never conveyed ownership therein to any other party.

11. Plaintiff seeks legal and equitable relief to remedy and prevent Defendant’s willful infringement of the Plaintiff’s copyrights, the CRG Trade Dress, the misappropriation of the CRG Trade Secrets, and the breach of the MNDA and the Licensing Agreement.

12. Plaintiff therefore requests an order: (1) declaring that Defendant’s conduct as alleged willfully infringes Plaintiff’s copyrights in violation of the Copyright Act; (2) declaring that Defendant’s conduct as alleged willfully infringes the CRG Trade Dress in violation of the Lanham Act; (3) declaring that Defendant’s conduct as alleged constitutes willful and malicious misappropriation of the CRG Trade Secrets; (4) awarding actual damages and Defendant’s profits in an amount to be proved at trial; (5) awarding exemplary

damages as permitted under applicable law; (6) awarding treble damages as permitted under applicable law for willful infringement; (7) granting a preliminary injunction requiring the Defendant to cease and desist from reproducing, distributing, and/or displaying the Infringing Graphics; (8) granting a permanent injunction requiring the Defendant to cease and desist from reproducing, distributing, and/or displaying the Infringing Graphics; (9) awarding the costs of bringing this action, including reasonable attorneys fees, to the extent permitted by applicable law; and (10) such other and further relief as this Court deems just and proper.

JURY DEMAND

13. Plaintiff demands trial by jury of all issues so triable.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action under the copyright and trademark laws of the United States, 28 U.S.C. § § 1331 and 1338. This Court has original jurisdiction over this controversy for misappropriation of trade secret claims pursuant to 18 U.S.C. § 1836(c). This Court has supplemental jurisdiction over the controversy for all other claims asserted herein pursuant to 28 U.S.C. § 1367.

15. Upon information and belief, this Court has personal jurisdiction over the Defendant because Defendant has distributed the Infringing Graphics in the Southern District of Iowa, or has authorized others to do so, has misappropriated Plaintiff's trade secrets in the Southern District of Iowa, and is otherwise regularly transacting business in this State and in the Southern District of Iowa.

16. Venue is proper in this District under 28 U.S.C. § 1391(b), 28 U.S.C. § 1391(c) and 28 U.S.C. § 1400(a) because, among other reasons, Defendant is subject to personal jurisdiction in the Southern District of Iowa, Defendant has conducted business in the Southern District of Iowa, and because a substantial part of the events or omissions giving rise to the claim occurred in the Southern District of Iowa.

PARTIES

17. Plaintiff CRG is a New Jersey corporation having a principal place of business at 300 American Metro Blvd., Suite 230, Hamilton, New Jersey 08619.

18. CRG provides its goods and services nationwide.

19. Upon information and belief, Defendant GeoComm, Inc. is a Minnesota corporation, having a principal place of business at 601 W. St. Germain Street, Saint Cloud, Minnesota 56301.

20. Upon information and belief, Defendant is a direct competitor of CRG in the business of improving communication and collaboration between first responders during critical incidents, and provides its goods and services nationwide.

THE PARTIES' CONTRACTUAL RELATIONSHIP

21. In or about June 2020, long prior to the commencement of the infringing acts of Defendant described herein, Defendant first contacted CRG at the suggestion of a mutual business contact to discuss certain potential areas of common interest between CRG and Defendant.

22. In February 2021, a client of CRG's ("Client") introduced principals of CRG to an executive of Defendant and asked that CRG and Defendant work together to

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