IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

STORMSEAL USA, LLC and SYSTEM STORMSEAL PTY LTD, Plaintiffs, v. ABC SUPPLY CO., INC., MULE-HIDE PRODUCTS CO., INC., and STRUCTURAL WRAP, LLC, Defendants.	Civil Action No. **JURY TRIAL DEMANDED**

COMPLAINT

1. This is an action for patent infringement. Plaintiffs System Stormseal Pty Ltd. and Stormseal USA, LLC (collectively, "Stormseal") developed a temporary roofing system that weather-proofs homes and other structures that have suffered damage. The system involves a heat-shrinkable film that conforms to the shape of the roof, sealing out moisture and protecting the structure until repairs can be made. Stormseal's temporary roofing system is so robust that it allows people living in storm-damaged structures to remain in their homes until time and money permit repairs. System Stormseal Pty Ltd owns patents directed to the system and, as relevant in this case, to the method for installing it on structures.

2. Stormseal's system was developed in 2008 after a severe hailstorm caused hundreds of millions of dollars in damage to homes and businesses in Sydney, Australia. The existing solution at the time, which involved trying to secure loose-fitting tarpaulins over damages portions of a structure, could not handle the wet and windy conditions that followed the storm. So Stormseal's founders developed the heat-shrinkable roofing system that became Stormseal. Since then, Stormseal's roofing system has made its way around the globe, helping secure thousands of buildings and gaining praise throughout the industry. After Hurricane Ida devastated Louisiana in 2021, for example, the U.S. Army Corps of Engineers selected

Stormseal's roofing solution for use in a pilot program to help vulnerable populations waterproof their homes until they could be repaired.

3. But with success comes imitators. The defendants in this lawsuit, Structural Wrap, LLC; Mule-Hide Products Co., Inc.; and ABC Supply Co., Inc. (Mule-Hide's parent company) install and train others to install heat-shrinkable roofing systems in a manner that infringes Stormseal's patent rights. And each sells heat shrinkable film specially designed for that purpose, often alongside accessories needed to use Stormseal's patented installation method. Stormseal tried to resolve this issue with the defendants informally through cease and desist letters, but defendants have refused to stop their infringement. Accordingly, this action seeks the Court's intervention to halt further infringement of Stormseal's patent rights and to obtain damages for Stormseal on account of the infringement.

PARTIES

4. Plaintiff System Stormseal Pty Ltd. is a company organized under the laws of Australia. It is the owner of U.S. Patent No. 11,168,484 (the "'484 Patent"), the asserted patent in this case. Collectively with Stormseal USA, LLC, this Complaint refers to the Plaintiffs as "Stormseal."

5. Plaintiff Stormseal USA, LLC is a company organized under the laws of the State of Florida. It operates a business in the United States supplying Stormseal film and equipment, and training others to install the Stormseal roofing system using the methods claimed in the '484 Patent. Stormseal USA, LLC is an exclusive licensee of the '484 Patent and has the exclusive right to use the methods claimed in the '484 Patent. Stormseal USA's business address is 2161 Palm Beach Lakes Boulevard, Suite 304, West Palm Beach, Florida 33409.

6. Defendant Structural Wrap, LLC, which sometimes does business under the name WrapRoof, is a company organized under the laws of the State of Florida with a principal place of business located at 8793 SW 131st Street, Miami, Florida 33176.

7. Defendant Mule-Hide Products Co., Inc. is a corporation organized under the laws of the State of Texas with a principal place of business located at 1195 Prince Hall Drive, Beloit, Wisconsin 53511.

8. Defendant ABC Supply Co., Inc. is a corporation organized under the laws of the State of Texas with a principal place of business located at 1 ABC Parkway, Beloit, Wisconsin 53511.

JURISDICTION AND VENUE

9. Plaintiffs' claim for patent infringement arises under the patent laws of the United States, including specifically 35 U.S.C. §§ 271 and 281. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

10. This Court has personal jurisdiction over Defendant Structural Wrap, LLC because it is a Florida company with its headquarters in this district.

11. This Court has personal jurisdiction over Defendant ABC Supply Co., Inc. because ABC Supply has committed tortious acts in Florida and, more specifically, in this district. ABC Supply has numerous retail stores in Florida at which it sells or offers for sale the Shur-Gard product (described in more detail below) that can be used to infringe the '484 Patent. Moreover, upon information and belief, ABC Supply has held trainings at its physical locations in Florida at which contractors or installers are instructed in methods of installation that infringe the '484 Patent.

12. ABC Supply also has, through its relationship with Mule-Hide Products, engaged in extensive marketing and training of installers in the use of the Shur-Gard product to infringe

the claims of the ’484 Patent. For example, a “Product Intro” video for Shur-Gard by Mule-Hide Products advertises trainings at ABC Supply locations in Florida and in this district, such as at the ABC Supply Pompano Beach location:

13. Upon information and belief, ABC Supply also sells at its retail locations in this district heat shrinkable film and other products (such as battens) that are specially adapted or packaged together for use in the claimed method.

14. This Court has personal jurisdiction over Mule-Hide Products because it has committed tortious acts in Florida and, more specifically, in this district. Mule-Hide Products distributes the Shur-Gard product in Florida through ABC Supply locations, and offers trainings in Florida to contractors and installers in methods that infringe the claims of the ’484 Patent.

15. Mule-Hide Products also transacts extensive business in Florida through its contractual relationship with Structural Wrap, which sells to Mule-Hide Products the heat shrinkable film that Mule-Hide Products markets as Shur-Gard. Mule-Hide Products, in turn,

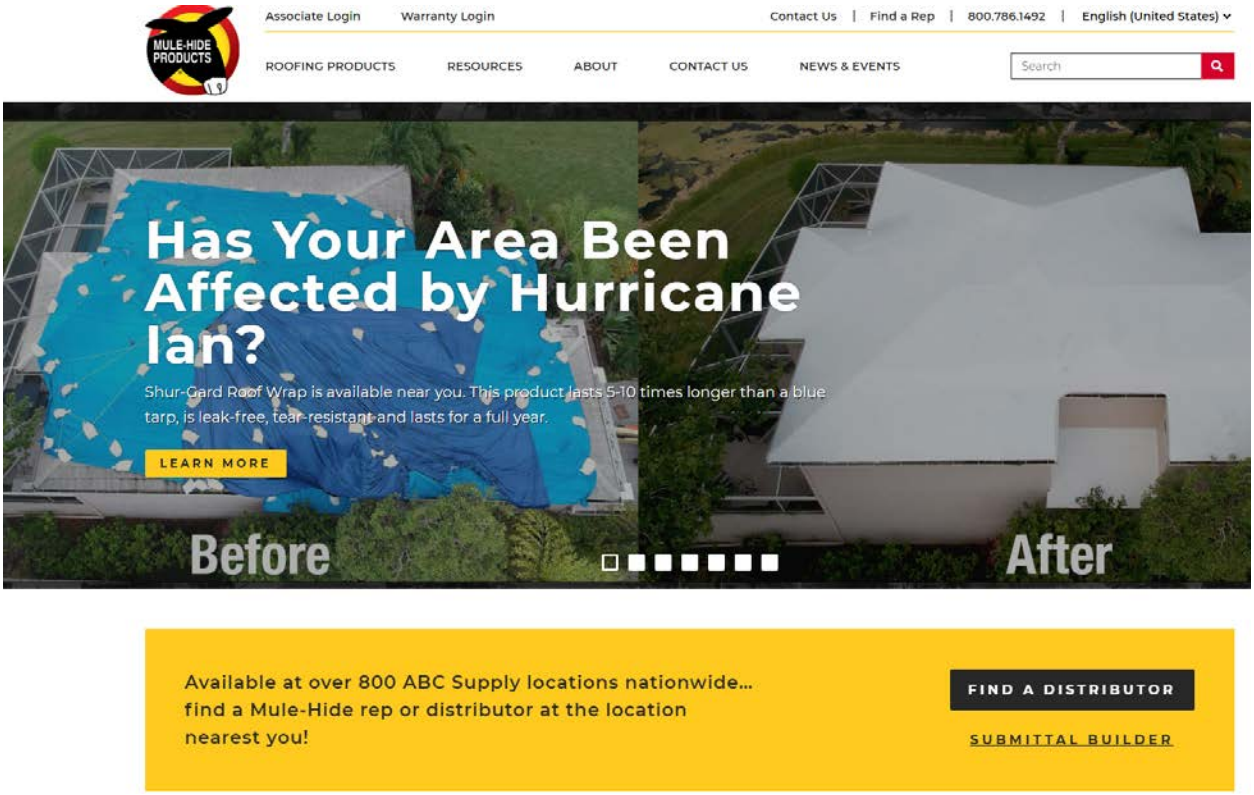
distributes Shur-Gard to customers in Florida, and trains installers in methods that infringe the ’484 Patent.

16. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1400(b) with respect to Structural Wrap, LLC because it resides in this district. Venue is also proper in this district because Structural Wrap has committed acts of infringement in this district and has a regular and established place of business in this district.

17. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1400(b) with respect to ABC Supply Co., Inc. because it has committed acts of infringement in this district and has a regular and established place of business in this district. Specifically, ABC Supply has numerous physical stores in this district that it uses to distribute Shur-Gard products and conduct trainings in methods that infringe the ’484 Patent.

18. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1400(b) with respect to Mule-Hide Products because it has committed acts of infringement in this district and has a regular and established place of business in this district. Mule-Hide works with ABC Supply to distribute Shur-Gard and conduct trainings. The Mule-Hide website has a “Find a Distributor” section that shows each of the ABC Supply locations at which Shur-Gard can be purchased, including locations in this district. Moreover, Mule-Hide’s promotional videos advertise the trainings that it provides at ABC Supply locations, making those locations a regular and established place of business for Mule-Hide. As shown above, Mule-Hide’s promotional videos emphasize that they are “Now training at ABC Supply locations across the United States.”

19. Mule-Hide also specifically directs visitors to its website to the ABC Supply locations in South Florida by promoting Shur-Gard as useful for buildings that have been damaged by Hurricane Ian, telling potential customers that Shur-Gard is "available near you":



BACKGROUND FACTS

Plaintiffs' Stormseal Product

20. In 2008, following a devastating and damaging storm in Australia, Stormseal's founder Matthew Lennox, along with his co-inventors, developed an innovative and ultimately extremely successful temporary roofing solution for protecting damaged buildings from the elements while they await repairs, the resolution of insurance claims, or other delays.

21. When roofs are damaged by storms or other disasters, they need to be waterproofed until permanent repairs can be made. Particularly in storm-damaged areas where many homes may be similarly damaged, the need for other clean-up efforts, the unavailability of

contractors and crews to do the work, or the lack of resources pending insurance payments may prevent immediate permanent repairs.

22. For many years, the solution was to place water-resistant tarps over damaged portions of the roof, securing them with sandbags, nails, screws, or tape. But tarps are often ineffective, particularly when poorly installed, and need to be fixed or replaced frequently. And tarps are susceptible of being blown off or moved by high winds, a common occurrence in storm-ravaged areas.

23. Stormseal's solution to this problem—the first of its kind—involved preparing a sturdy shrink-wrap film that would cover the surface of the roof, affixing the sheet to the roof by wrapping the ends of the film around battens, and using heat to shrink the film so that it conforms to the shape of the roof. The result is a waterproof, secure, temporary roof that can be in place for months if necessary without further maintenance.

24. In 2016, the Australian government, recognizing Stormseal's innovation and potential in markets beyond Australia, gave Stormseal a grant of $450,000 to pursue commercialization of Stormseal in other markets. By April 2018, Stormseal had a training center up and running in the United States to certify contractors to install the product on homes in this country.

25. Stormseal, the name under which Plaintiffs sell their product and services, has been successful in the U.S. and elsewhere. Since 2008, Stormseal has signed up 712 authorized installers of the product worldwide, 309 of which are in the United States (all of which have been certified since Stormseal opened its first U.S. training center in 2018). Stormseal's contractor network has completed thousands of installations throughout the United States weatherproofing homes and businesses using Stormseal's patented method.

26. Stormseal's success owes in large part to the fact that its patented installation method allows for a secure, watertight, temporary roof that lasts far longer than traditional temporary coverings like tarps. For example FEMA's storm relief program managed by the U.S Army Corps of Engineers ("USACE"), called "Operation Blue Roof," reviewed Stormseal following Hurricane Michael in October 2018. Since then, Stormseal has trained principle contractors working directly for FEMA and USACE. More recently Stormseal participated in the FEMA/USACE Shrink Wrap Pilot Project in New Orleans following Hurricane Ida.

27. When the homes wrapped after Hurricane Ida were inspected following spring storms several months later, the temporary roofs had held up and were undamaged.

28. Similarly, in 2020, Stormseal was used to wrap the roofs of an entire Florida condo community until the community association could raise sufficient funds to replace or repair damaged roofing. Even after sustaining heavy rains from Hurricane Eta, the wrapped roofs remained watertight, preserving the insides of the community buildings free from water damage.

29. On November 9, 2021, the U.S. Patent Office duly and legally issued U.S. Patent No. 11,168,484 (the '484 Patent), entitled "Roof and Wall Cover System" to Plaintiff System Stormseal Pty. Ltd. A true and correct copy of the '484 Patent and a subsequent Certificate of Correction to make minor wording fixes is attached hereto as Exhibit A.

30. Plaintiff System Stormseal Pty. Ltd. is the owner by assignment of all right, title, and interest in the '484 Patent.

31. Plaintiff Stormseal USA is the exclusive licensee of the '484 Patent.

32. The '484 Patent is directed to a method for installing Stormseal's innovative temporary roofing system.

33. Claim 1 of the ’484 Patent recites a method for covering a roof with a shrinkable film that involves applying a sheet of film to the roof, affixing it to the structure with battens, and heating the sheet so that it shrinks to conform to the roof:

> 1. A method of providing covers over at least a portion of a roof of a storm damaged built structure comprising the steps of:
>
> applying a sheet of heat shrinkable film over the portion of the roof, the sheet having a leading edge and a trailing edge and being a film of low density polyethylene including shrinking resins;
>
> wrapping portions of the leading edge around a first batten and attaching the first batten to an underside of a first eave or to a facia of the built structure;
>
> wrapping portions of the trailing edge around a second batten and attaching the second batten to an underside of a second eave or to the facia of the built structure at a location different than the first batten; and
>
> heating the sheet of heat shrinkable film to bring the film into conformity with the portion of the roof, wherein said heating step shrinks the sheet of film tight against the built structure to cover over the portion of the roof.

34. Claim 2 of the ’484 Patent, is similar to Claim 1, but recites a step of cutting the film from a roll of heat shrinkable film and applying it over a portion of the roof:

> 2. A method of covering at least a portion of a roof of a built structure comprising the steps of:
>
> cutting a sheet of film from a roll of heat shrinkable film;
>
> after said cutting step, applying the sheet of film over the portion of the roof to extend from a first edge to a second edge of the built structure, wherein the film includes a leading edge and a trailing edge;
>
> wrapping portions of the leading edge around a first batten and attaching the first batten to an underside of a first eave or to a facia of the built structure;
>
> wrapping portions of the trailing edge around a second batten and attaching the second batten to an underside of a second eave or to the facia of the built structure at a location different than the first batten; and

heating the film to cause the film to conform to the portion of the roof.[1]

35. The method claims in the ’484 Patent are used in the United States by Plaintiff Stormseal USA and authorized installers of Stormseal’s temporary roofing system.

Infringement by Defendant Structural Wrap, LLC

36. Defendant Structural Wrap, LLC sells and installs a temporary roof system that it calls “WrapRoof.”

37. WrapRoof competes directly with Stormseal’s temporary roofing system. Like Stormseal, WrapRoof is a heat-shrinkable film that is applied to a roof, secured, and heated to conform to the roof.

38. When installing WrapRoof, Structural Wrap—and/or contractors that Structural Wrap has trained or instructed on how to install WrapRoof—infringes claims 1, 2 and 3 of the ’484 Patent.

39. WrapRoof, like Stormseal, is a heat-shrinkable film that comes in large rolls approximately 90 feet long.

40. Upon information and belief, WrapRoof is a film of low density polyethylene that includes shrinking resins.

41. When performing its installs, Defendant Structural Wrap cuts the film before applying it over the portion of the roof to be covered.

42. This cutting step takes place either on the ground, before carrying the film onto the roof, or on the roof after the film has been rolled out.

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[1] As originally issued, claims 2 and 3 of the ’484 Patent had references to both “the structure” and “the built structure.” On April 12, 2022, the Patent Office issued a certificate of correction that changed references to “the structure” to “the built structure.” The above-quoted claim 2 is the claim’s language as corrected.

43. After cutting the film, Defendant Structural Wrap applies the film to the surface of the roof. It does this, for example, by having workers extend the film over the portion of the roof it is covering. The film unfolds to 32 feet wide to cover a significant portion of roof. Numerous of Defendants' marketing materials show pre-cut film being applied to the roof, such as in Mule-Hide Products' "Intro" for the heat-shrinkable film:

44. When Defendant Structural Wrap applies the film to the roof, it extends from a first edge to a second edge of the structure, such as from the end of the roof on one side of a house to the end of the roof on the other side of the house.

45. To secure the film to the roof, Defendant Structural Wrap uses battens, which it calls "furring strips." The edges of the film are wrapped around the furring strip and the furring strip is attached to the eaves or facia of the structure being wrapped, typically using nails or screws.

46. Defendant Structural Wrap uses furring strips at both the leading and trailing edge of the film.

47. Defendant Structural Wrap then heats the film so that it will shrink and conform to the shape of the portion of the roof to be wrapped. In so doing, Defendant Structural Wrap commits direct infringement of claims 1, 2, and 3 of the ’484 Patent.

48. In addition to direct infringement, Defendant Structural Wrap has induced infringement of the ’484 Patent by specifically training and instructing others to install WrapRoof in a manner that infringes the ’484 Patent.

49. On information and belief, Structural Wrap supplies or causes to be supplied its WrapRoof product to Mule-Hide Products and/or ABC Supply, which rebrand the WrapRoof product as the Shur-Gard Roof Wrap shrinkable membrane.

50. Defendant Structural Wrap touts on its website that its “WrapRoof team” has provided trainings to contractors in how to install WrapRoof. *See* https://wraproof.com/blog/roof-wrap-demonstration-for-contractors/ (last visited Sept. 13, 2022). Upon information and belief, Defendant Structural Wrap’s trainings instruct contractors to use the same methods that Structural Wrap itself uses, which methods infringe claims 1, 2, and 3 of the ’484 Patent.

51. Stormseal’s belief about what occurs at Structural Wrap’s trainings is corroborated by Structural Wrap’s public marketing materials, which themselves instruct installers to install the product in a way that infringes Stormseal’s ’484 Patent. Structural Wrap, for example, promotes several videos in which one of its principals, Larry Bond, demonstrates how to use furring strips to secure the Shur-Gard product. *See, e.g.*, https://www.youtube.com/watch?v=iSSnoPvnlmo (last visited Aug. 22, 2022).

52. Likewise, Structural Wrap directs installers to consult Defendant Mule-Hide Products' video and written training materials. *See* https://wraproof.com/blog/roof-wrap-demonstration-for-contractors/ (last visited Sept. 13, 2022). Those materials, including data sheets for the Mule-Hide Shur-Gard heat-shrinkable film product, instruct installers in methods that infringe the '484 Patent.

53. Not only has Structural Wrap directed installers to consult Defendant Mule-Hide Products video and written training materials, but Structural Wrap actively participated in the preparation of those video and training materials. For example, one of Structural Wrap's principals—Larry Bond—narrates and actively participates in the Mule-Hide Products instructional videos:

54. Defendant Structural Wrap is aware of the ’484 Patent and specifically intends that its training and installation instructions will induce infringement by installers of Shur-Gard. Defendant Structural Wrap has been aware of the ’484 Patent since no later than May 17, 2022, when Plaintiffs wrote to Structural Wrap informing it of the ’484 Patent and its infringement.

55. Moreover, upon information and belief, Structural Wrap was aware of the ’484 Patent before receiving Plaintiffs’ letter. Upon information and belief, Structural Wrap tracks patents and patent applications filed by its competitors, including Stormseal. Indeed, Stormseal’s patents have previously been cited during the prosecution of Structural Wrap patent applications, including at least the application for U.S. Patent No. 10,472,827.

56. Defendant Structural Wrap therefore has actively encouraged installers of WrapRoof and Shur-Gard to infringe the claims of the ’484 Patent knowing that their installation instructions, when followed, will result in direct infringement. In turn, installers of Wrap Roof and Shur-Gard have committed direct infringement of claims 1, 2, and 3 of the ’484 Patent.

Infringement by Defendants Mule-Hide Products and ABC Supply

57. Defendant ABC Supply is the parent company of Defendant Mule-Hide Products, and is one of the largest suppliers of roofing materials and other construction supplies in the country. ABC Supply currently has more than 800 locations around the country, including in this district.

58. Mule-Hide Products contracts with Defendant Structural Wrap in order to be allowed to market, sell, distribute and train contractors to install Shur-Gard temporary roof systems all across the country. Upon information and belief, “Shur-Gard” film is the exact same product as Structural Wrap’s WrapRoof film.

59. ABC Supply sells Shur-Gard and relies on Mule-Hide to market the product and train installers. The Mule-Hide Products website states that Shur-Gard is "available at over 800 ABC Supply locations nationwide."

60. The ABC Supply website links to Mule-Hide Products' website with its training materials instructing individuals in how to install Shur-Gard. These training materials teach installers to use the claimed methods, just as Structural Wrap does when it installs film as described above.

61. Mule-Hide Products' training materials are extensive. As noted above, Mule-Hide Products provides installers with detailed instructions on the installation of Shur-Gard. Installers who follow those instructions invariably infringe claims 1, 2, and 3 of the '484 Patent. Mule-Hide Products and ABC Supply intend for installers to follow their installation instructions.

62. Moreover, Mule-Hide Products has produced numerous videos, many featuring Larry Bond of Structural Wrap, demonstrating the steps of Plaintiffs' patented installation method, and instructing people to use that method when installing Shur-Gard.

63. Additionally, Mule-Hide Products and ABC have provided numerous in-person training sessions for installers, at which Defendants (including, often, Structural Wrap's Larry Bond) have demonstrated installations of Shur-Gard using the infringing methods. For example, these training session have occurred at ABC Supply locations across the United States, including in this district:

64. Defendants ABC Supply and Mule-Hide Products were aware of the ’484 Patent and specifically intend that their training and installation instructions will induce infringement by installers of Shur-Gard. Defendants have been aware of the ’484 Patent since at least as early as May 17, 2022, when Plaintiffs wrote to ABC Supply and Mule-Hide Products informing them of the ’484 Patent and their infringement.

65. Defendants ABC Supply and Mule-Hide Products therefore have actively encouraged installers of Shur-Gard to infringe the claims of the ’484 Patent knowing that their installation instructions, when followed, will result in direct infringement through use of methods that infringe the ’484 Patent. In turn, installers of Shur-Gard have committed direct infringement of claims 1, 2, and 3 of the ’484 Patent.

66. Mule-Hide Products has also committed direct infringement of the ’484 Patent by performing the patented methods claims 1, 2, and 3 during trainings and demonstrations for installers.

COUNT I
Infringement under 35 U.S.C. § 271(a), (b), and (c) against Defendant Structural Wrap, LLC

67. Plaintiffs hereby incorporate by reference each of the foregoing allegations as if set forth fully herein.

68. Defendant Structural Wrap has been and currently is using methods that infringe claims 1, 2 and 3 of the ’484 Patent, during installations, demonstrations, and training sessions for the Shur-Gard product.

69. Defendant Structural Wrap conducts the methods of claims 1, 2, and 3 of the ’484 Patent, in violation of 35 U.S.C. § 271(a).

70. Defendant Structural Wrap has been, and currently is, inducing infringement by providing its customers and other installers or contractors with training and instruction as to how to install WrapRoof and Shur-Gard in a manner that infringes claims 1, 2, and 3 of the ’484 Patent. Defendant Structural Wrap’s conduct is in violation of 35 U.S.C. § 271(b).

71. Defendant Structural Wrap has had knowledge of Stormseal’s ’484 Patent since at least as early as May 17, 2022, and has nonetheless continued to actively encourage direct infringement of the ’484 Patent through the use of methods that it knows infringe the ’484 Patent.

72. Direct infringement of the ’484 Patent has occurred as a result of Defendant Structural Wrap’s inducement.

73. Additionally, Defendant Structural Wrap has been, and currently is, contributing to infringement by selling the WrapRoof or Shur-Gard heat shrinkable film to customers in the United States. The film is a crucial component in the methods of claims 1, 2, and 3 of the ’484 Patent, is especially made or adapted for use in an infringement of the ’484 Patent, and is not a

staple article or commodity of commerce suitable for substantial non-infringing use. Defendant's conduct is therefore in violation of 35 U.S.C. § 271(c).

74. Plaintiffs will suffer irreparable harm from Defendant Structural Wrap's ongoing infringement unless the Court issues an injunction against Defendant Structural Wrap, its agents, employees, and all persons acting in concert with them enjoining further use of and instruction in methods that infringe the '484 Patent.

75. Specifically, the market for Stormseal's temporary roofing system is heavily dependent upon the storm season. Structural Wrap's continued infringement, particularly in the area in and around South Florida, is likely to undermine Stormseal's ability to promote its product with contractors and homeowners following a storm. That loss of market share may be difficult to quantify and therefore irreparable.

76. Defendant Structural Wrap's infringement is and has been willful and done with full knowledge of Stormseal's patent rights, and as a result Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

77. This is an exceptional case within the meaning of 35 U.S.C. § 285, and an award of appropriate attorney's fees is justified.

COUNT II
Infringement under 35 U.S.C. § 271(a). (b), and (c) against Defendant Mule-Hide Products

78. Plaintiffs hereby incorporate by reference each of the foregoing allegations as if set forth fully herein.

79. Defendant Mule-Hide Products has been and currently is using methods that infringe claims 1, 2 and 3 of the '484 Patent, during installations, demonstrations, and training sessions for the Shur-Gard product.

80. Defendant Mule-Hide Products uses the methods of claims 1, 2, and 3 of the ’484 Patent, in violation of 35 U.S.C. § 271(a).

81. Defendant Mule-Hide Products has been, and currently is, inducing infringement by providing its customers and other installers or contractors with training and instruction as to how to install Shur-Gard in a manner that infringes claims 1, 2, and 3 of the ’484 Patent. Defendant Mule-Hide Products’ conduct is in violation of 35 U.S.C. § 271(b).

82. Defendant Mule-Hide Products has had knowledge of Stormseal’s ’484 Patent since at least May 17, 2022, and has nonetheless continued to actively encourage direct infringement of the ’484 Patent through the use of methods that it knows infringe the ’484 Patent.

83. Direct infringement of the ’484 Patent has occurred as a result of Defendant Mule-Hide Products’ inducement.

84. Additionally, Defendant Mule-Hide Products has been, and currently is, contributing to infringement by selling the Shur-Gard heat shrinkable film to customers in the United States. The film is a crucial component in the installation methods of claims 1, 2, and 3 of the ’484 Patent, is especially made or adapted for use in an infringement of the ’484 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendant’s conduct is therefore in violation of 35 U.S.C. § 271(c).

85. Defendant Mule-Hide Products also sells Shur-Gard film together with batten strips (which it sometimes calls “furring strips”) for the customer to use in installing the film and infringing the claims of the ’484 Patent.

86. Plaintiffs will suffer irreparable harm from Defendant Mule-Hide Products’ ongoing infringement unless the Court issues an injunction against it, its agents, employees, and

all persons acting in concert with them enjoining further use of and instruction in methods that infringe the ’484 Patent.

87. Specifically, Mule-Hide Products has a significant presence in the roofing industry and conducts trainings all across the country. These trainings are often shorter and cheaper for contractors than Stormseal’s detailed and thorough trainings. Accordingly, Mule-Hide’s continued infringement is likely to cause irreparable harm to Stormseal by significantly undermining its market position and harming Stormseal’s ability to recruit installers for certification.

88. Defendant Mule-Hide Products’ infringement is and has been willful and done with full knowledge of Stormseal’s patent rights, and as a result Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

89. This is an exceptional case within the meaning of 35 U.S.C. § 285, and an award of appropriate attorney’s fees is justified.

COUNT III
Infringement under 35 U.S.C. § 271(a), (b), and (c) against Defendant ABC Supply

90. Plaintiffs hereby incorporate by reference each of the foregoing allegations as if set forth fully herein.

91. Defendant ABC Supply has been and currently is using methods that infringe claims 1, 2 and 3 of the ’484 Patent, during installations, demonstrations, and training sessions for the Shur-Gard product, which occur at ABC Supply locations.

92. Defendant ABC Supply has been and currently is inducing infringement by providing its customers and other installers or contractors with training and instruction as to how to install Shur-Gard in a manner that infringes claims 1, 2, and 3 of the ’484 Patent through its

relationship with Mule-Hide Products. ABC Supply's conduct is in violation of 35 U.S.C. § 271(b).

93. ABC Supply has had knowledge of Stormseal's '484 Patent since at least as early as May 17, 2022, and has nonetheless continued to actively encourage direct infringement of the '484 Patent through the use of methods that it knows infringe the '484 Patent.

94. Direct infringement of the '484 Patent has occurred as a result of ABC Supply's inducement.

95. Additionally, Defendant ABC Supply has been, and currently is, contributing to infringement by selling the Shur-Gard heat shrinkable film to customers in the United States. The film is a crucial component in the installation methods of claims 1, 2, and 3 of the '484 Patent, is especially made or adapted for use in an infringement of the '484 Patent, and is not a staple article or commodity of commerce suitable for substantial non-infringing use. Defendant's conduct is therefore in violation of 35 U.S.C. § 271(c).

96. Defendant ABC Supply also sells Shur-Gard film together with batten strips (which it sometimes calls "furring strips") for the customer to use in installing the film and infringing the claims of the '484 Patent.

97. Plaintiffs will suffer irreparable harm from ABC Supply's ongoing infringement unless the Court issues an injunction against it, its agents, employees, and all persons acting in concert with them enjoining further use of and instruction in methods that infringe the '484 Patent.

98. Specifically, ABC Supply is one of the largest retailers of roofing supplies in the country. Its large footprint and ability to provide space and resources for trainings in the use of infringing installation methods means that ABC Supply's continued infringement is likely to

cause irreparable harm to Stormseal by significantly undermining its market position and harming Stormseal's ability to recruit installers for certification.

99. ABC Supply's infringement is and has been willful and done with full knowledge of Stormseal's patent rights, and as a result Plaintiffs are entitled to treble damages under 35 U.S.C. § 284.

100. This is an exceptional case within the meaning of 35 U.S.C. § 285, and an award of appropriate attorney's fees is justified.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendants finding Defendants liable for infringement of the '484 Patent and awarding the following relief:

A. An award of Plaintiffs' damages under 35 U.S.C. § 284, including increased damages up to three times the amount awarded.

B. An award of Plaintiffs' reasonable attorney's fees under 38 U.S.C. § 285.

C. An award of Plaintiffs' costs.

D. An injunction under 35 U.S.C. § 283 barring further use or inducement to use methods that infringe the '484 Patent, and such other relief as is required to prevent the further infringement of the '484 Patent.

E. Such other relief as the Court deems just and proper under the circumstances.

DEMAND FOR JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38, Plaintiffs hereby respectfully demand a trial by jury on all issues so triable.

Dated: November 4, 2022

DUANE MORRIS LLP

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