

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:
PIPE FLASHING PATENT LITIGATION,

**Civil Action No. 1:24-MD-03093-DCN
(MDL 3093)**

JURY TRIAL DEMANDED

Judge Donald C. Nugent

CONSOLIDATED COMPLAINT

Plaintiff Golden Rule Fasteners, Inc. (“Golden Rule” or “Plaintiff”) files this Consolidated Complaint against the following (collectively, “Defendants”):

1. Aztec Manufacturing, Inc. d/b/a Aztec Washer Company, Inc. (“Aztec”);¹
2. The Neverleak Company, LP (“Neverleak”);^{2, 3}
3. Oatey Co. (“Oatey”);⁴
4. R.P. Lumber Co., Inc. (“RP Lumber”).⁵

Golden Rule alleges, based on its own knowledge as to itself and its own actions, and based on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendants’ infringement of the following United States Patents (collectively, the “Asserted Patents”) issued by the United States Patent and

¹ Originally filed in S.D. Cal. No. 3:24-cv-00577 transferred to this Court on May 1, 2024.

² Originally filed in N.D. Miss. No. 3:17-cv-00249; transferred to this Court on February 2, 2024

³ Based upon public information, Neverleak appears to have changed its name to “Reaves Company, LP as of March 30, 2024.

⁴ Originally filed in N.D. Ohio. No. 1:19-cv-00341; transferred to this Court on February 2, 2024

⁵ Originally filed in N.D. Ill. No. 1:20-cv-00692; transferred to this Court on February 2, 2024

Trademark Office (“USPTO”), copies of which are attached hereto as **Exhibit A** and **Exhibit B**, respectively:

	U.S. Patent No.	Title
A.	8,141,303	Pipe Flashing Apparatus And Method
B.	8,464,475	Pipe Flashing Apparatus And Method

2. Golden Rule registered and obtained a copyright for its “ZipSeal on Roof” photograph (the “Photograph”) from the United States Copyright Office. *See* **Exhibit C**. The U.S. Copyright Office Registration number is VA 2-075-960. *See* **Exhibit D**.

3. Plaintiff seeks monetary damages and injunctive relief.

PARTIES

4. Golden Rule is a corporation organized and existing under the laws of the State of Alabama and maintains its principal place of business at 5290 Alabama Highway 229 South, Tallassee, Alabama, 36078 (Elmore County).

5. On information and belief, Aztec is a corporation organized under the laws of the State of California with its principal place of business located at 13821 Danielson Street, Poway, California 92064.

6. Aztec may be served through its registered agent for service, Sharon McKenzie, located at 13821 Danielson Street, Poway, California 92064.

7. On information and belief, Neverleak is a limited partnership duly organized and existing under the laws of the Mississippi and has its principal office located at 8951 Yahweh Road, Olive Branch, Mississippi 38654 (DeSoto County).

8. Neverleak may be served through its registered agent for service, Meriwether Beck, at 7765 Hunters Creek Dr., Olive Branch, Mississippi 38654.

9. On information and belief, Oatey is a corporation duly organized and existing under the laws of the Ohio and has its principal place of business (corporate headquarters) located at 4700 West 160th Street, Cleveland, Ohio 44135 (Cuyahoga County).

10. Oatey may be served through its registered agent for service, its principal place of business (corporate headquarters) located at 4700 West 160th Street, Cleveland, Ohio 44135 (Cuyahoga County).

11. Upon information and belief, Oatey may be served through its registered agent: CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219.

12. On information and belief, RP Lumber is a corporation duly organized and existing under the laws of the Illinois and has its principal place of business (corporate headquarters) located at 514 E. Vandalia, Edwardsville, Illinois 62025.

13. RP Lumber may be served through its registered agent for service, Robert L. Plummer, at its principal office.

JURISDICTION AND VENUE

14. Golden Rule repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

15. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284–85, among others.

16. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

17. Venue is proper against Defendants in this District pursuant to 28 U.S.C. § 1407, each of which has consented to transfer of their respective cases to this Court by seeking transfer to this

MDL or not opposing transfer to this MDL. Moreover, venue is proper against each Defendant in the original transferor court pursuant to 28 U.S.C. § 1400(b) because each Defendant was sued in a district in the state of their incorporation or a district where their principal place of business is located.

18. The Court has personal jurisdiction over each Defendant in the original transferor court because: each has minimum contacts within the state in which the original transferor courts sit and in the districts in which they sit; Defendants have purposefully availed themselves of the privileges of conducting business in the state in which the original transferor courts sit and in the districts in which they sit; Defendants have sought protection and benefit from the laws of the state in which the original transferor courts sit and in the districts in which they sit; Defendants regularly conduct business within the state in which the original transferor courts sit and in the districts in which they sit, and Golden Rule's causes of action arise directly from Defendants' business contacts and other activities in the state in which the original transferor courts sit and in the districts in which they sit.

19. Specifically, each Defendant intends to do and does business in, and has committed acts of infringement in this District directly and through intermediaries, and offered its products or services, including those accused of infringement here, to customers and potential customers located throughout the United States, including in this District.

20. Defendants commit acts of infringement from this District, including, but not limited to, use of the Accused Products and inducement of third parties to use the Accused Products.

BACKGROUND INFORMATION AND ACCUSED PRODUCTS

21. Golden Rule repeats and re-alleges the allegations in the Paragraphs above as though fully set forth in their entirety.

22. Based upon public information, Aztec owns, operates, advertises, and/or controls the website <https://www.AztecWasher.com> through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services.⁶

23. Specifically, Aztec offers roof flashing products including at least the following:

- Electrical Mast Connection Master Flash®⁷

24. Aztec has been aware of the Asserted Patents because Golden Rule has previously asserted them against Aztec in a prior case. *See Golden Rule Fasteners, Inc. v. Aztec Washer Company, Inc.*, M.D. Ala. No. 2:16-cv-01006 (the “Alabama Case”).

25. Based upon public information, Neverleak owns, operates, advertises, and/or controls the website www.neverleakcompany.com through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services.⁸

26. Specifically, Neverleak offers roof flashing products including at least the following products under the Aztec “Master Flash” brand:

- Electrical Mast Connection Master Flash⁹; and
- Master Flash Retrofit®¹⁰

⁶ last visited May 3, 2024

⁷ See <https://masterflash.aztecwasher.com/product/electrical-mast-connection-master-flash> (last visited May 3, 2024)

⁸ last visited May 3, 2024

⁹ See <https://neverleakcompany.com/electrical-mast-connection-master-flash/> (last visited May 3, 2024)

¹⁰ See <https://neverleakcompany.com/retrofit-roof-flashings/> (last visited May 3, 2024)

27. Upon information and belief, at least some of Neverleak's products are manufactured or are otherwise supplied to Neverleak by Aztec.

28. Based upon public information, Oatey owns, operates, advertises, and/or controls the website <https://www.oatey.com> through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services.¹¹

29. Specifically, Oatey offers roof flashing products including at least the following:

- Oatey Electrical Mast Connection Master Flash¹²

30. Upon information and belief, at least some of Oatey's products are manufactured or are otherwise supplied to Oatey by Aztec.

31. Based upon public information, RP Lumber owns, operates, advertises, and/or controls the website <https://www.rplumber.com> through which it advertises, sells, offers to sell, provides and/or educates customers about its products and services.¹³

32. Specifically, RP Lumber offers roof flashing products including at least the following:

- Oatey Master Flash Series 14090 Roof Flashing¹⁴

33. Upon information and belief, at least some of RP Lumber's products are manufactured or are otherwise supplied to RP Lumber by Aztec and/or Oatey.

34. Golden Rule alleges that at least the products listed above (the "Accused Products") infringe one or more claims of the Asserted Patents.

¹¹ last visited May 3, 2024

¹² See <https://www.oatey.com/products/oatey-electrical-mast-connection-master-flash--1311033433?upc=038753140902> (last visited May 3, 2024)

¹³ last visited May 3, 2024

¹⁴ See <https://shop.rplumber.com/c/building-materials/roofing-accessories/roof-flashing/p/oatey-master-flash-series-14090-roof-flashing-0-to-5-38-in-pipe-epdm-rubber-black> (last visited May 3, 2024)

35. Each Defendant instructs its customer how to use the Accused Products at least through published specifications, instructions, and other additional information) available on their respective websites as described below.

COUNT I: INFRINGEMENT OF U.S. PATENT NO. 8,141,30 (AGAINST ALL DEFENDANTS)

36. Golden Rule repeats and re-alleges the allegations in Paragraphs 1-35 above as though fully set forth in their entirety.

37. The USPTO issued U.S. Patent No. 8,141,303 (the “’303 patent”) on March 27, 2012 after full and fair examination of Application No. 12/604,933 that was filed on October 23, 2009. *See* Ex. A at p. A-1.

38. A Reexamination Certificate for the ’303 patent was issued on September 18, 2023 after full and fair examination of Application No. 90/014,255 that was filed on February 4, 2019 in which Claim 1 was cancelled, Claim 2 was not examined, and a new Claim 3 was added. *See* Ex. A at pp. A-9 to A-10 (Reexamination Certificate).

39. Golden Rule owns all substantial rights, interest, and title in and to the ’303 patent, including the sole and exclusive right to prosecute this action and enforce said patent against infringers and to collect damages for all relevant times.

40. Golden Rule or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the ’303 patent.

41. The claims of the ’303 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve flashing to prevent moisture from penetrating around a pipe which extends through a roof.

42. The written description of the '303 patent describes in technical detail each of the limitations of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

43. Defendants have infringed one or more claims of the '303 patent by making, having made, using, importing, providing, supplying, distributing, selling, or offering the Accused Products to customers.

44. Defendants have infringed and continues to infringe the '303 Patent, including Claim 3, either literally or under the doctrine of equivalents, through the manufacture and sale of the Accused Products. Based upon public information, Defendants have infringed and continue to infringe one or more claims of the '303 Patent because they ship, distribute, make, use, import, offer for sale, sell, and/or advertise roof flashing products that form a weather-proof seal about pipes of different diameters where installation of the flashing over the top of the pipe is not possible, including at least the Accused Products.

45. For example, the Accused Products infringe one or more of the claims of the '303 Patent by providing to Defendants' customers roof flashing with "specifically designed for the protection of electrical connections that come from a rooftop." The Accused Products provide "quick installation time and fire protection qualities [to] make it a great long term fit in a roofing electrical application" and are made of EPDM ("ethylene propylene diene monomer"), an elastomeric material. The Accused Products also possess a longitudinal opening that allows the flashing to be spread apart and placed about a pipe. Afterwards, the flashing's opening members are pressed

together and secured by coupling members that seal the longitudinal opening. The Accused Products are available for sale on its website and at retailer locations in this district and throughout the United States.

46. Since at least the date it received the Complaint in the Alabama Case, Aztec has indirectly infringed and continues to indirectly infringe one or more claims of the '303 patent by inducing others to directly infringe one or more claims of said patent. Since at least the date they each received the Complaint in their respective suits, Neverleak, Oatey, and RP Lumber have indirectly infringed and continue to indirectly infringe one or more claims of the '303 patent by inducing others to directly infringe one or more claims of said patent. Defendants have induced and continues to induce their subsidiaries, partners, employees, affiliates, and end-users, including their respective customers and potential customers, to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '303 patent by using the Accused Products. Defendants took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '303 patent, including, for example, claim 3.. Such steps by Defendants included, among other things, advising or directing personnel, contractors, or end-users to make or use the Accused Products in an infringing manner; advertising and promoting the use of the Accused Products in an infringing manner; or distributing instructions that guide users to use the Accused Products in an infringing manner. Defendants are performing these steps, which constitutes induced infringement with the knowledge of the '303 patent and with the knowledge that the induced acts constitute infringement. Defendants are aware that the normal and customary use of

the Accused Products by others would infringe one or more claims of the '303 patent. Defendants' inducement is ongoing.¹⁵

47. Since at least the date it received the Complaint in the Alabama Case, Aztec has indirectly infringed and continues to indirectly infringe by contributing to the infringement of one or more claims of the '303 patent. Since at least the date they each received the Complaint in their respective suits, Neverleak, Oatey, and RP Lumber have indirectly infringed and continue to indirectly infringe one or more claims of the '303 patent by contributing to the infringement of one or more claims of said patent. Defendants have contributed and continues to contribute to the direct infringement of one or more claims of the '303 patent by personnel, contractors, customers, and other end users by encouraging them to use the Accused Products to perform the steps of the patented process as described in one or more claims of the '303 patent. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '303 patent, including, for example, claim 3. The special features constitute a material part of the invention of one or more of the claims of the '303 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendants' contributory infringement is ongoing.¹⁶

48. Defendants' aforesaid activities have been without authority and/or license from Golden Rule.

¹⁵ See e.g., <https://www.aztecwasher.com/docs/cut-marks-installation-guides/> (last visited May 3, 2024); https://neverleakcompany.com/wp-content/uploads/install_res_retro_mf.pdf (last visited May 3, 2024); <https://www.oatey.com/faqs-blog-videos-case-studies/blog/oatey-101-everything-you-need-know-about-roof-flashings> (last visited May 3, 2024); https://supplyhog.nyc3.cdn.digitaloceanspaces.com/orgill/docs/Oatey_102175581_Specification_Sheet.pdf (last visited May 3, 2024)

¹⁶ See Footnote 15.

49. Aztec has had knowledge of the '303 patent and their infringing activity since at least the date they received the Complaint in Alabama Case.

50. Neverleak, Oatey, and RP Lumber have had knowledge of the '303 patent and their infringing activity since at least the date they received the Complaint in their respective cases.

51. Since at least the date it received the Complaint in the Alabama Case, Aztec's direct and indirect infringement of one or more claims of the '303 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under said patent.

52. Since at least the date they received the Complaint in their respective cases, direct and indirect infringement of one or more claims of the '303 patent by Neverleak, Oatey, and RP Lumber is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under said patent.

53. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Golden Rule's patent rights.

54. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by each Defendant.

55. Golden Rule has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to Golden Rule in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 8,464,475 (AGAINST ALL DEFENDANTS)

56. Golden Rule repeats and re-alleges the allegations in in Paragraphs 1-35 above as though fully set forth in their entirety.

57. The USPTO issued U.S. Patent No. 8,464,475 (the “’475 patent”) on June 18, 2013 after full and fair examination of Application No. 13/723,588 that was filed on December 21, 2012. *See* Ex. B at p. B-1.

58. A Reexamination Certificate for the ’475 patent was issued on September 7, 2021 after full and fair examination of Application No. 90/014,256 that was filed on February 4, 2019 in which Claims 1-7 were cancelled, Claim 8 was amended, Claim 9 was determined to be patentable based on amended Claim 8, and a new Claims 10-12 were added. *See* Ex. B at pp. B-9 to B-10 (Reexamination Certificate).

59. Golden Rule owns all substantial rights, interest, and title in and to the ’475 patent, including the sole and exclusive right to prosecute this action and enforce said patent against infringers and to collect damages for all relevant times.

60. Golden Rule or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the ’475 patent.

61. The claims of the ’475 patent are not directed to an abstract idea and are not limited to well-understood, routine, or conventional activity. Rather, the claimed inventions include inventive components that improve flashing to prevent moisture from penetrating around a pipe which extends through a roof.

62. The written description of the ’475 patent describes in technical detail each limitation of the claims, allowing a skilled artisan to understand the scope of the claims and how the non-

conventional and non-generic combination of claim limitations is patently distinct from and improved upon what may have been considered conventional or generic in the art at the time of the invention.

63. Defendants have infringed one or more claims of the '475 patent by making, having made, using, importing, providing, supplying, distributing, selling, or offering the Accused Products to customers.

64. Defendants have infringed and continue to infringe the '475 Patent, including Claim 8, either literally or under the doctrine of equivalents, through the manufacture and sale of the Accused Products. Based upon public information, Defendants have infringed and continue to infringe one or more claims of the '475 Patent because they ship, distribute, make, use, import, offer for sale, sell, and/or advertise roof flashing products that form a weather-proof seal about pipes of different diameters where installation of the flashing over the top of the pipe is not possible, including at least the Accused Products.

65. For example, the Accused Products infringe one or more of the claims of the '475 Patent by providing to Defendants' customers roof flashing with "specifically designed for the protection of electrical connections that come from a rooftop." The Accused Products provide "quick installation time and fire protection qualities [to] make it a great long term fit in a roofing electrical application" and are made of EPDM ("ethylene propylene diene monomer"), an elastomeric material. The Accused Products also possess a longitudinal opening that allows the flashing to be spread apart and placed about a pipe. Afterwards, the flashing's opening members are pressed together and secured by coupling members that seal the longitudinal opening. The Accused

Products are available for sale on its website and at retailer locations in this district and throughout the United States.

66. Since at least the date it received the Complaint in the Alabama Case, Aztec has indirectly infringed and continues to indirectly infringe one or more claims of the '475 patent by inducing others to directly infringe one or more claims of said patent. Since at least the date they each received the Complaint in their respective suits, Neverleak, Oatey, and RP Lumber have indirectly infringed and continue to indirectly infringe one or more claims of the '475 patent by inducing others to directly infringe one or more claims of said patent. Defendants have induced and continues to induce their subsidiaries, partners, employees, affiliates, and end-users, including their respective customers and potential customers, to directly infringe, either literally or under the doctrine of equivalents, one or more claims of the '475 patent by using the Accused Products. Defendants took active steps, directly or through contractual relationships with others, with the specific intent to cause them to use the Accused Products in a manner that infringes one or more claims of the '475 patent, including, for example, claim 8. Such steps by Defendants included, among other things, advising or directing personnel, contractors, or end-users to make or use the Accused Products in an infringing manner; advertising and promoting the use of the Accused Products in an infringing manner; or distributing instructions that guide users to use the Accused Products in an infringing manner. Defendants are performing these steps, which constitutes induced infringement with the knowledge of the '475 patent and with the knowledge that the induced acts constitute infringement. Defendants are aware that the normal and customary use of

the Accused Products by others would infringe one or more claims of the '475 patent. Defendants' inducement is ongoing.¹⁷

67. Since at least the date it received the Complaint in the Alabama Case, Aztec has indirectly infringed and continues to indirectly infringe by contributing to the infringement of one or more claims of the '475 patent. Since at least the date they each received the Complaint in their respective suits, Neverleak, Oatey, and RP Lumber have indirectly infringed and continue to indirectly infringe one or more claims of the '475 patent by contributing to the infringement of one or more claims of said patent. Defendants have contributed and continues to contribute to the direct infringement of one or more claims of the '475 patent by personnel, contractors, customers, and other end users by encouraging them to use the Accused Products to perform the steps of the patented process as described in one or more claims of the '475 patent. The Accused Products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe one or more claims of the '475 patent, including, for example, claim 8. The special features constitute a material part of the invention of one or more of the claims of the '475 patent and are not staple articles of commerce suitable for substantial non-infringing use. Defendants' contributory infringement is ongoing.¹⁸

68. Defendants' aforesaid activities have been without authority and/or license from Golden Rule.

69. Aztec has had knowledge of the '475 patent and their infringing activity since at least the date they received the Complaint in Alabama Case,

¹⁷ See Footnote 15.

¹⁸ See Footnote 15.

70. Neverleak, Oatey, and RP Lumber have had knowledge of the '475 patent and their infringing activity since at least the date they received the Complaint in their respective cases.

71. Since at least the date it received the Complaint in the Alabama Case, Aztec's direct and indirect infringement of one or more claims of the '475 patent is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under the patent.

72. Since at least the date they received the Complaint in their respective cases, direct and indirect infringement of one or more claims of the '475 patent by Neverleak, Oatey, and RP Lumber is, has been, and continues to be willful, intentional, deliberate, or in conscious disregard of Plaintiff's rights under the patent.

73. Furthermore, on information and belief, Defendants have a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of Golden Rule's patent rights.

74. Defendants' actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by each Defendant.

75. Golden Rule has been damaged as a result of the infringing conduct by Defendants alleged above. Thus, Defendants are liable to Golden Rule in an amount that compensates it for such infringements, which by law cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

COUNT III: INFRINGEMENT OF U.S. COPYRIGHT NO. VA 2-075-960 (AGAINST NEVERLEAK)

76. Golden Rule repeats and re-alleges the allegations in the Paragraphs 1-35 above as though fully set forth in their entirety.

77. The Photograph was an original, creative work in which Golden Rule owns protectable copyright interests as defined in 17 U.S.C. § 101 *et seq.* See Ex. C, Ex. D.

78. Golden Rule has not licensed Neverleak or any of its users to use the Photograph in any manner, nor has Golden Rule assigned any exclusive rights in the copyright to Neverleak.

79. Without permission or authorization from Golden Rule, Neverleak reproduced the Photograph. See Ex. E.

80. Without permission or authorization from Golden Rule Neverleak displayed the Photograph on the internet and/or in print publication. See Ex. E.

81. Neverleak's reproduction of the Photograph and display of the Photograph on the internet and/or in print publication constitutes copyright infringement pursuant to 17 U.S.C. § 501.

82. On information and belief, thousands of people have viewed the unlawful copies of the Photograph.

83. On information and belief, Neverleak had knowledge of the copyright infringement alleged herein and had the ability to stop the reproduction of Golden Rule's copyrighted material.

84. Neverleak's copyright infringement has damaged Golden Rule in an amount to be proven at trial.

JURY DEMAND

54. Golden Rule hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

55. Golden Rule requests that the Court find in its favor and against Defendants, and that the Court grant Golden Rule the following relief:

- a. Judgment that one or more claims of each of the Asserted Patents has been infringed, either literally or under the doctrine of equivalents, by Defendants or others acting in concert therewith;
- b. An adjudication that Defendants have induced infringement of the Asserted Claims;
- c. An award of damages to be paid by Defendants adequate to compensate Golden Rule for their past infringement and any continuing or future infringement up until the date such judgment is entered, including lost profits, treble damages, pre-judgment and post-judgment interest, and costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Golden Rule for Defendants' infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;
- d. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Defendants and their respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to the Asserted Claims;
- e. An adjudication that Defendants have willfully infringed one or more claims of each of the Asserted Patents and that treble damages for the

period of such willful infringement pursuant to 35 U.S.C. § 284 be awarded;

- f. Judgment that Golden Rule's copyright has been infringed by Neverleak;
- g. An award of statutory damages against Neverleak pursuant to 17 U.S.C. §504(c) of \$150,000 per infringement or in the alternative Golden Rule's actual damages and Neverleak's wrongful profits in an amount to be proven at trial;
- h. Injunctive relief pursuant to 17 U.S.C. §501;
- i. An award of costs and attorney's fee pursuant to 17 U.S.C. §505;
- j. Pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein;
- k. That this Court declare this to be an exceptional case and award Golden Rule its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- l. Any further relief that this Court deems just and proper.

Dated: May 3, 2023

Respectfully submitted,

/s/ James F. McDonough, III

COLLINS, ROCHE, UTLEY & GARNER, LLC

Gregory H. Collins (0040230)

David G. Utley (0038967)

520 S. Main Street, Suite 2551

Akron, Ohio 44311

Telephone: (330) 247-2200

Facsimile: (330) 247-2205

Email: dutley@crulaw.com

Email: gcollins@crulaw.com

ROZIER HARDT MCDONOUGH, PLLC

James F. McDonough, III (GA 117088) (*pro hac vice*)

Travis E. Lynch (GA 162373) (*pro hac vice*)

659 Auburn Avenue NE, Unit 254

Atlanta, Georgia 30312

Telephone: (404) 564-1866, -1862

Email: jim@rhmtrial.com

Email: lynch@rhmtrial.com

For Plaintiff GOLDEN RULE FASTENERS INC.

Exhibits:

- A. U.S. Patent No. 8,141,303 C1
- B. U.S. Patent No. 8,464,475 C1
- C. “ZipSeal on Roof” photograph (the “Photograph”)
- D. U.S. Copyright Office Registration number VA 2-075-960
- E. Advertisement for “Electrical Mast Connection Master Flash”

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served this day by electronic mail to all counsel of record who are deemed to have consented to electronic service *via* the Court's CM/ECF system.

Dated: May 3, 2023

/s/ James F. McDonough, III

James F. McDonough, III (GA 117088)