

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ROCK HILL DIVISION**

**AMERIGLOBE, LLC; and BULK  
LIFT INTERNATIONAL, LLC**

Civil Action No.: 0:24-cv-03903-CMC

**Plaintiffs**

**DEMAND FOR JURY TRIAL**

**VERSUS**

**INDEPENDENT PACKAGING  
ASSOCIATES LLC; JEFF  
WILEY; SUNBELT PACKAGING  
LLC; and IPA GLOBAL  
PRIVATE LIMITED**

**Defendants**

**COMPLAINT FOR PATENT INFRINGEMENT**

Now comes, through undersigned counsel, Plaintiffs, **AMERIGLOBE, LLC and BULK LIFT INTERNATIONAL, LLC** who hereby bring this Complaint for patent infringement against Defendants, **INDEPENDENT PACKAGING ASSOCIATES LLC, JEFF WILEY, SUNBELT PACKAGING LLC, and IPA GLOBAL PRIVATE LIMITED**, and assert the following:

**NATURE OF ACTION**

1. This is an action for patent infringement and arises under the Patent Laws of the United States, Title 35, United States Code, §§ 271 et seq.

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### **THE PARTIES**

2. Plaintiff AMERIGLOBE, LLC (“AMERIGLOBE”) is an Oklahoma limited liability company having its principal place of business at 153 South Long St., Lafayette, Louisiana 70506.

3. Plaintiff BULK LIFT INTERNATIONAL, LLC (“BULK LIFT”) is a Delaware limited liability company having its principal place of business at 440 S. 3<sup>RD</sup> Street, Suite 205, Saint Charles, Illinois 60174.

4. Upon information and belief, Defendant INDEPENDENT PACKAGING ASSOCIATES LLC is an Ohio limited liability company also doing business as IPA Solutions, with a principal place of business at 2764 Pleasant Road, Suite A PMB 747, Fort Mill, South Carolina 29708.

5. Upon information and belief, Defendant JEFF WILEY (also known as Jeffrey Wiley) is a South Carolina resident domiciled in the county of York who maintains a residence at 122 White Branch Ct, Fort Mill, South Carolina 29715.

6. Upon information and belief, Defendant SUNBELT PACKAGING LLC is a South Carolina limited liability company with a principal place of business at 7826 Park Place Road, York, South Carolina 29745.

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7. Upon information and belief, Defendant IPA GLOBAL PRIVATE LIMITED is a foreign company with a principal place of business at 201, Mark Building, Shree Mangal Nagar, Bicholi Road, Indore, Madhya Pradesh, India, 452016 and also with a place of business at 2764 Pleasant Road, Suite A PMB 747, Fort Mill, South Carolina 29708.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction in this action under 28 U.S.C. §§ 1331 and 1338.

9. This Court has personal jurisdiction over Defendants because they reside and/or conduct business in the State of South Carolina and have committed substantial acts of infringement giving rise to this action and regularly conduct business within this division and district and/or are a foreign entity.

10. Venue is proper as to Defendant INDEPENDENT PACKAGING ASSOCIATES LLC pursuant to 28 U.S.C. § 1400(b), because Defendant INDEPENDENT PACKAGING ASSOCIATES LLC has committed acts of infringement and has a regular and established place of business in this division and district.

11. Venue is proper as to Defendant JEFF WILEY pursuant to 28 U.S.C. § 1400(b), because Defendant JEFF WILEY resides in this judicial district and has committed acts of infringement and has a regular and established place of business in this division and district.

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12. Venue is proper as to Defendant SUNBELT PACKAGING LLC pursuant to 28 U.S.C. § 1400(b), because Defendant SUNBELT PACKAGING LLC resides in this judicial district and has committed acts of infringement and has a regular and established place of business in this division and district.

13. Venue is proper as to Defendant IPA GLOBAL PRIVATE LIMITED pursuant to 28 U.S.C. §§ 1391(c)(3) and 1400(b), because Defendant IPA GLOBAL PRIVATE LIMITED is not a resident of the United States and may be sued in any judicial district and because Defendant IPA GLOBAL PRIVATE LIMITED also has a regular and established place of business and has committed acts of infringement in this district.

14. Venue is also proper as to the Defendants pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district.

### **FACTUAL BACKGROUND.**

15. Plaintiff AMERIGLOBE is the owner of U.S. Patent No. 8,646,973 (hereinafter sometimes referred to as “the ‘973 Patent”), U.S. Patent No. 10,577,155 (hereinafter sometimes referred to as “the ‘155 Patent”), U.S. Patent No. 11,192,693 (hereinafter sometimes referred to as “the ‘693 Patent”), U.S. Patent No. 11,760,540 (hereinafter sometimes referred to as “the ‘540 Patent”), and U.S. Patent No. 11,964,798 (hereinafter sometimes referred to as “the ‘798 Patent”) (collectively referred to as “the Asserted Patents”), each relating to bulk bags. Copies of each of the aforementioned patents are attached hereto at Exhibit 1.

16. Notice of the ‘973 Patent, the ‘155 Patent, the ‘693 Patent, and the ‘540 Patent was previously provided to the Defendants as set forth further herein. Notice is hereby provided to Defendants of the ‘798 Patent.

17. Claim charts setting forth Defendants’ infringement of claims in the aforementioned patents are attached hereto at Exhibit 2.

18. Plaintiff BULK LIFT is Plaintiff AMERIGLOBE’s licensee of the Asserted Patents, and Plaintiff BULK LIFT’s licensed rights include rights to make, use, offer for sale, and sell invention(s) under the asserted Patent Rights in the United States, and the right to sub-license third party contractors to produce, manufacture and/or distribute invention(s) of the Asserted Patents in the United States.

19. Upon information and belief, Defendants have and are continuing to make, use, offer for sale, and/or sell in the United States and/or import into the United States bulk bags covered by one or more claims of the Asserted Patents (“the Infringing Bags”), at least some of which are offered for sale and sold under the names IPAQ and/or SunPack, respectively.

20. The Infringing Bags under this Complaint include all past, current, and future bulk bags of the Defendants, even if having one or more different features than the past and current Infringing Bags if they meet every limitation, and therefore, infringe one or more claims of the Asserted Patents.

21. Defendant JEFF WILEY was an employee of Plaintiff AMERIGLOBE as a sales representative from January 1, 2012 to February 15, 2014 and sold bulk bags that

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Plaintiff AMERIGLOBE markets under the trademark MegaBase®, which are covered by one or more claims of the Asserted Patents.

22. At the time of Defendant JEFF WILEY's employment with Plaintiff AMERIGLOBE, the MegaBase® bags were patent pending under U.S. Patent Application Serial No. 12/842,601, which issued as U.S. Patent No. 8,646,973 on February 11, 2014, towards the end of his employment.

23. During Defendant JEFF WILEY's employment at Ameriglobe, LLC, sales representatives distributed brochures and materials for the MegaBase® bulk bags that noted that the bags were patent pending, and upon information and belief, Defendant JEFF WILEY knew Ameriglobe, LLC was patent pending for an invention relating to the MegaBase® bags.

24. At all material times prior to, during, and after Defendant JEFF WILEY's employment with Plaintiff AMERIGLOBE, Plaintiff AMERIGLOBE's sales representatives knew that Plaintiff AMERIGLOBE's client lists and client information were considered confidential information and property of Plaintiff AMERIGLOBE and were not to be published or disclosed.

25. At all material times, each sales representative of Plaintiff AMERIGLOBE was placed with the responsibility of maintaining accounts with specific clients.

26. Defendant JEFF WILEY used Plaintiff AMERIGLOBE's client lists and client information, which are confidential information and know-how of Plaintiff AMERIGLOBE, in the scope of his employment of selling MegaBase® bulk bags.

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27. Upon information and belief, Defendant JEFF WILEY continued to use Plaintiff AMERIGLOBE's confidential information and know-how, including client lists, following termination of his employment.

28. Upon information and belief, soon after his employment with Plaintiff AMERIGLOBE ended in 2014, Defendant JEFF WILEY approached at least two of Plaintiff AMERIGLOBE's existing clients and attempted to sell bulk bags to said existing clients.

29. The two existing clients thought that the bulk bags possibly infringed Plaintiff AMERIGLOBE's patent and did not purchase the bulk bags from Defendant JEFF WILEY.

30. Defendant JEFF WILEY is the named inventor of design patent application no. 29/536,245, filed on August 14, 2015 that issued as design patent no. US D862,245 on October 8, 2019, including drawings illustrating a bulk bag bottom (see U.S. Design Patent No. D862,245 attached hereto at Exhibit 3).

31. Upon information and belief, US D862,245 is invalid at least in view of U.S. Patent No. 5,897,211 and U.S. Patent No. 8,646,973.

32. Alternatively, or in addition, US D862,245 is invalid due to functionality.

33. Defendant JEFF WILEY assigned 50% of his rights in design patent application no. 29/536,245 to Timothy Storey on November 21, 2019.

34. Upon information and belief, Defendant JEFF WILEY retained 50% ownership of design patent no. US D862,245 from November 21, 2019 until assigning his

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50% ownership rights to Defendant INDEPENDENT PACKAGING ASSOCIATES LLC on May 4, 2023.

35. Upon information and belief, Defendant JEFF WILEY encouraged and/or facilitated Defendants INDEPENDENT PACKAGING ASSOCIATES LLC, SUNBELT PACKAGING LLC, and IPA GLOBAL PRIVATE LIMITED to make, use, sell, offer for sale and/or import the Infringing Bags and encouraged and/or facilitated Defendants INDEPENDENT PACKAGING ASSOCIATES LLC, SUNBELT PACKAGING LLC, and IPA GLOBAL PRIVATE LIMITED to directly infringe the Asserted Patents by making, using, selling, offering for sale and/or importing the Infringing Bags in or into the United States.

36. Upon information and belief, JEFF WILEY's encouragement and facilitation of infringement included marketing of the utility and functional advantages of the design set forth in design patent no. US D862,245.

37. During 2022, at least one of Plaintiff BULK LIFT's clients for MegaBase® bulk bags, that Plaintiff BULK LIFT sold pursuant to its license of the Asserted Patents, terminated its relationship with Plaintiff BULK LIFT.

38. Upon information and belief, said client of BULK LIFT thereafter began purchasing SunPack bags from Defendant SUNBELT PACKAGING LLC.

39. Upon information and belief, Defendants JEFF WILEY, INDEPENDENT PACKAGING ASSOCIATES LLC, IPA GLOBAL PRIVATE LIMITED and SUNBELT PACKAGING LLC each have been, and are currently, offering for sale and marketing the



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Infringing Bags by touting the same or similar advantages of the Infringing Bags and utility of the Infringing Bags that Defendant JEFF WILEY used when marketing, offering for sale, and selling the MegaBase® bags on behalf of Plaintiff AMERIGLOBE, LLC.

40. Upon information and belief, Defendant JEFF WILEY is and has referred to himself as a “Flexible Packaging Specialist” and representative of Defendants INDEPENDENT PACKAGING ASSOCIATES LLC and IPA GLOBAL PRIVATE LIMITED.

41. Upon information and belief, the Defendants each offer for sale the Infringing Bags in the United States, including through web pages, which are viewable and accessible online in this district.

42. Upon information and belief, Defendants JEFF WILEY, INDEPENDENT PACKAGING ASSOCIATES LLC and IPA GLOBAL PRIVATE LIMITED import the infringing bags into the United States from India.

43. Upon information and belief, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC each also manufacture, use, sell and/or distribute the Infringing Bags in the United States.

44. Upon information and belief, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC use SUNBELT PACKAGING LLC as a distributor of Infringing Bags and/or sell Infringing Bags to SUNBELT PACKAGING LLC in the United States.

45. Upon information and belief, Defendant SUNBELT PACKAGING LLC has also used, offered for sale, and sold Infringing Bags in the United States.

46. Upon information and belief, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC each have engaged Defendant SUNBELT PACKAGING LLC as a distributor of the Infringing Bags, and/or are selling the Infringing Bags to Defendant SUNBELT PACKAGING LLC, and are encouraging and facilitating Defendant SUNBELT PACKAGING LLC to directly infringe the Asserted Patents by SUNBELT PACKAGING LLC at least offering for sale, using, and selling the infringing bags in the United States.

47. As a result of Defendants' infringing acts, Plaintiff AMERIGLOBE has lost sales, profits and/or royalties.

48. As a result of Defendants' infringing acts, Plaintiff BULK LIFT has lost sales, profits and/or royalties.

49. Plaintiff BULK LIFT has lost sales and profits under its license agreement with Plaintiff AMERIGLOBE as a direct result of Defendants JEFF WILEY's, INDEPENDENT PACKAGING ASSOCIATES LLC's, and SUNBELT PACKAGING LLC's infringing acts.

50. Plaintiff AMERIGLOBE has lost royalties under its license agreement with Plaintiff BULK LIFT as a direct result of Defendants JEFF WILEY's, INDEPENDENT PACKAGING ASSOCIATES LLC's, and SUNBELT PACKAGING LLC's infringing acts.

51. Upon information and belief, Plaintiffs AMERIGLOBE and BULK LIFT have lost sales, profits and/or royalties that would have been available under the patent license agreement between the Plaintiffs by Defendants' infringing acts.

52. On June 1, 2022 and June 27, 2022, Plaintiff AMERIGLOBE sent Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC Cease and Desist Letters including claim charts, outlining said Defendants' infringement, including infringement of independent claim 7 of Patent No. US 8,646,973; independent claims 10, 22, 23, 25 of Patent No. US 10,577,155; and independent claims 1, 7 and 14 of Patent No. US 11,192,693 and requesting, *inter alia*, that Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC immediately cease and desist from constructing, manufacturing, offering for sale, providing samples of, and selling the Infringing Bags.

53. On September 20, 2023, Plaintiff AMERIGLOBE sent Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC another Cease and Desist Letter including claim charts, outlining Defendants' infringement, including infringement with the modified bag discussed hereafter, of independent claim 7 of Patent No. US 8,646,973; independent claims 10, 22, 23, 25 of Patent No. US 10,577,155; independent claims 1, 7 and 14 of Patent No. US 11,192,693; and claims 1-2, 4-5, 7-20 of Patent No. US 11,760,540, and requesting, *inter alia*, that Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC immediately cease and desist from producing, manufacturing, offering for sale, and selling the Infringing Bags.

54. On February 9, 2023, Plaintiff AMERIGLOBE sent Defendant SUNBELT PACKAGING LLC a Cease and Desist Letter providing notice of infringement of one or more claims in U.S. Patent Numbers US 8,646,973; US 10,577,155; and US 11,192,693, and providing notice of U.S. Patent Publication No. US2022/0297890A1 (which later issued as US 11,760,540) and requesting, *inter alia*, that Defendant SUNBELT PACKAGING LLC cease and desist making, using, offering for sale, providing samples of, and selling the Infringing Bags. On April 18, 2023, Plaintiff AMERIGLOBE sent Defendant SUNBELT PACKAGING LLC further notice of infringement and claim charts setting forth details on SUNBELT PACKAGING LLC's infringement, including of at least independent claim 7 of US 8,646,973; independent claims 10, 22, 23 and 25 of US 10,577,155; and independent claims 1, 7, 14 of US 11,192,693.

55. On September 20, 2023, Plaintiff AMERIGLOBE sent Defendant SUNBELT PACKAGING LLC another Cease and Desist Letter providing notice of infringement of, and claim charts setting forth details of, SUNBELT PACKAGING LLC's further infringement of at least claims 1-2, 4-5, 7-20 of US 11,760,540 and requesting, *inter alia*, that Defendant SUNBELT PACKAGING LLC cease and desist from producing, selling, distributing, manufacturing and offering for sale the Infringing Bags.

56. Upon information and belief, Defendant JEFF WILEY is and has been a "Flexible Packaging Specialist" and representative of Defendant IPA GLOBAL PRIVATE LIMITED, and Defendant IPA GLOBAL PRIVATE LIMITED had actual or constructive

knowledge of the Asserted Patents and of Plaintiff AMERIGLOBE's notices of infringement and cease and desist letters received by Defendant JEFF WILEY.

57. Upon information and belief, after Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC received Plaintiff AMERIGLOBE's notices of infringement and cease and desist letters, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC added a feature to the bulk bag that Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC sold under the name IPAQ. Upon information and belief, the modified bag with the added feature is also an Infringing Bag and Plaintiff AMERIGLOBE notified Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC of its belief that the modified bag still infringed one or more claims of the Asserted Patents on September 20, 2023.

58. Despite the Cease and Desist Letters and notices of infringement, Defendants have continued to infringe the Asserted Patents.

59. Defendants' infringement of the Asserted Patents is willful and deliberate.

60. As a result of Defendants' actions, Plaintiffs have been, and will continue to be, irreparably harmed by Defendants' infringement of the Asserted Patents.

61. As a direct and proximate result of Defendants' infringement of the Asserted Patents, Plaintiffs have been and will continue to be damaged in an amount yet to be determined, including but not limited to Plaintiffs lost sales and profits and lost royalties

but in no event less than a reasonable royalty, together with interest and costs, as mandated by 35 U.S.C. § 284.

62. Defendants' infringing actions, respectively, of direct infringement and/or induced infringement were undertaken without the authority of the owner of the Asserted Patents, Plaintiff AMERIGLOBE, and undertaken without the authority of the licensee of the Asserted Patents, Plaintiff BULK LIFT.

63. Plaintiffs may request leave to amend this complaint and add new details on infringement following discovery.

**COUNT I**  
**DIRECT PATENT INFRINGEMENT OF PATENT NUMBERS**  
**8,646,973; 10,577,155; 11,192,693; 11,760,540; and 11,964,798**  
**BY DEFENDANTS UNDER 35 U.S.C. § 271 et seq.**

64. Paragraphs 1 to 63 of this complaint are incorporated herein as if fully restated under this Count I.

65. Defendants each have directly infringed at least claim 7 of the '973 patent under 35 U.S.C. § 271(a), literally or at least under the doctrine of equivalents. Please see pages 1 to 4 of the Claims Chart attached as Exhibit 2.

66. Defendants each have directly infringed at least claims 10-14, 22-23, and 25-27 of the '155 Patent, under 35 U.S.C. § 271(a), literally or at least under the doctrine of equivalents. Please see pages 5 to 30 of the Claims Charts attached as Exhibit 2.

67. Defendants each have directly infringed at least claims 1, 3-12, and 14-19 of the '693 Patent under 35 U.S.C. § 271(a), literally or at least under the doctrine of equivalents. Please see pages 31 to 58 of the Claims Charts attached as Exhibit 2.

68. Defendants each have directly infringed at least claims 1-2, 4-5, and 7-20 of the '540 Patent under 35 U.S.C. § 271(a), literally or at least under the doctrine of equivalents. Please see pages 59 to 88 of the Claims Charts attached as Exhibit 2.

69. Defendants each have directly infringed at least claims 1-2 and 4-20 of the '798 Patent under 35 U.S.C. § 271(a), literally or at least under the doctrine of equivalents. Please see pages 89 to 117 of the Claims Charts attached as Exhibit 2.

70. Upon information and belief, the Defendants each offer for sale the Infringing Bags online in the United States, including which are viewable online in this district, and thus have directly infringed the Asserted Patents under 35 U.S.C. 271(a). Please see Claims Charts attached as Exhibit 2.

71. Upon information and belief, Defendants JEFF WILEY, INDEPENDENT PACKAGING ASSOCIATES LLC, and IPA GLOBAL PRIVATE LIMITED import the infringing bags into the United States, and thus have directly infringed the Asserted Patents under 35 U.S.C. § 271(a).

72. Upon information and belief, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC also each manufacture, use, sell and/or distribute the Infringing Bags in the United States, and thus have directly infringed the Asserted Patents under 35 U.S.C. § 271(a).

73. Upon information and belief, Defendants JEFF WILEY and INDEPENDENT PACKAGING ASSOCIATES LLC have engaged SUNBELT PACKAGING LLC as a distributor of Infringing Bags and/or sell Infringing Bags to SUNBELT PACKAGING LLC in the United States, and thus have directly infringed the Asserted Patents under 35 U.S.C. § 271(a).

74. Upon information and belief, Defendant SUNBELT PACKAGING LLC has used, offered for sale and sold Infringing Bags in the United States, and thus has directly infringed the Asserted Patents under 35 U.S.C. § 271(a).

75. Despite notice of infringement of the '973 Patent, the '155 Patent, the '693 Patent, and the '540 Patent of the Asserted Patents on June 1, 2022; June 27, 2022; February 9, 2023; April 18, 2023; and/or on September 20, 2023, respectively, Defendants have continued to willfully and deliberately infringe the Asserted Patents.

**COUNT II**  
**INDUCED PATENT INFRINGEMENT OF US PATENT NUMBERS**  
**8,646,973; 10,577,155; 11,192,693; 11,760,540; and 11,964,798 BY**  
**DEFENDANT JEFF WILEY UNDER 35 U.S.C. § 271 et seq.**

76. Paragraphs 1 to 75 of this complaint are incorporated herein as if fully restated under this Count II.

77. Defendant JEFF WILEY has actively induced infringement of the Asserted Patents under 35 U.S.C. § 271(b) by, with active knowledge of infringement, encouraging and/or facilitating Defendant INDEPENDENT PACKAGING ASSOCIATES LLC and Defendant IPA GLOBAL PRIVATE LIMITED to directly infringe the Asserted Patents,



and thereby causing direct infringement by Defendant INDEPENDENT PACKAGING ASSOCIATES LLC and Defendant IPA GLOBAL PRIVATE LIMITED at least as set forth in COUNT I via the companies' manufacturing, selling, offering for sale, and/or using the infringing bags in the United States, and/or importing into the United States the Infringing Bags.

78. Defendant JEFF WILEY has actively induced infringement of the Asserted Patents under 35 U.S.C. § 271(b) by, with active knowledge of infringement, encouraging and/or facilitating Defendant SUNBELT PACKAGING LLC to directly infringe the Asserted Patents by engaging Defendant SUNBELT PACKAGING LLC as a distributor of the Infringing Bags, and/or selling the Infringing Bags to Defendant SUNBELT PACKAGING LLC and thereby causing direct infringement by Defendant SUNBELT PACKAGING LLC at least as set forth in COUNT I via the company selling, offering for sale, and using the Infringing Bags in the United States.

79. Upon information and belief, Defendant JEFF WILEY had knowledge that Plaintiff AMERIGLOBE was patent pending for one or more inventions of the Asserted Patents during his employment with Plaintiff AMERIGLOBE.

80. Upon information and belief, Defendant JEFF WILEY had knowledge of U.S. Patent no. 8,646,973 at least as early as November 16, 2015.

81. Defendant JEFF WILEY continued to induce infringement of Defendant INDEPENDENT PACKAGING ASSOCIATES LLC, Defendant IPA GLOBAL PRIVATE LIMITED, and Defendant SUNBELT PACKAGING LLC following receiving

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notice of infringement of Plaintiff AMERIGLOBE's patent numbers US 8,646,973; US 10,577,155; US 11,192,693; and US 11,760,540.

82. Despite notice of infringement of the '973 Patent, the '155 Patent, the '693 Patent, and the '540 Patent of the Asserted Patents on June 1, 2022; June 27, 2022; and September 20, 2023 Defendant JEFF WILEY has continued to willfully and deliberately induce infringement by and/or through Defendant INDEPENDENT PACKAGING ASSOCIATES LLC, Defendant IPA GLOBAL PRIVATE LIMITED, and Defendant SUNBELT PACKAGING LLC.

**COUNT III**  
**INDUCED PATENT INFRINGEMENT OF US PATENT NUMBERS**  
**8,646,973; 10,577,155; 11,192,693; 11,760,540; and 11,964,798 BY**  
**DEFENDANT INDEPENDENT PACKAGING ASSOCIATES LLC UNDER**  
**35 U.S.C. § 271 et seq.**

83. Paragraphs 1 to 82 of this complaint are incorporated herein as if fully restated under this Count III.

84. Defendant INDEPENDENT PACKAGING ASSOCIATES LLC has actively induced infringement of the Asserted Patents under 35 U.S.C. § 271(b) by, with active knowledge of infringement, encouraging and/or facilitating Defendant SUNBELT PACKAGING LLC to directly infringe the Asserted Patents by engaging Defendant SUNBELT PACKAGING LLC as a distributor of the Infringing Bags, and/or selling the Infringing Bags to Defendant SUNBELT PACKAGING LLC, and thereby causing direct infringement by Defendant SUNBELT PACKAGING LLC at least as set forth in COUNT

I via SUNBELT PACKAGING LLC selling, offering for sale, and using the Infringing Bags in the United States.

85. Defendant INDEPENDENT PACKAGING ASSOCIATES LLC received notice of infringement of Plaintiff AMERIGLOBE's patent numbers US 8,646,973; US 10,577,155; US 11,192,693; and US 11,760,540 through Plaintiff AMERIGLOBE's cease and desist letters and continued to induce infringement of Defendant SUNBELT PACKAGING LLC.

86. Defendant INDEPENDENT PACKAGING ASSOCIATES LLC also had or at least should have had earlier constructive knowledge of the Asserted Patents through Defendant JEFF WILEY, its "Flexible Packaging Specialist" and representative.

87. Despite notice of infringement of the '973 Patent, the '155 Patent, the '693 Patent, and the '540 Patent of the Asserted Patents on June 1, 2022; June 27, 2022; and September 20, 2023, Defendant INDEPENDENT PACKAGING ASSOCIATES LLC continued to willfully and deliberately induce infringement by SUNBELT PACKAGING LLC.

**COUNT IV**  
**DECLARATORY JUDGMENT ACTION FOR PATENT INVALIDITY AND**  
**UNENFORCEABILITY**

88. Paragraphs 1 to 87 of this complaint are incorporated herein as if fully restated under this Count IV.

89. The Court has jurisdiction to hear this cause of action pursuant to 28 U.S.C. §§ 1331, 1338 and 2201.

90. Design Patent No. US D862,245 is invalid and unenforceable under 35 U.S.C. §§ 102 and/or 103 because the design depicted therein is not novel and/or non-obvious when viewed in light of US Patent Nos. 5,897,211; 8,646,973; 10,577,155; 11,192,693; 11,760,540; and 11,964,798.

91. Design Patent No. US D862,245 is invalid and unenforceable because the design depicted therein is primarily functional and/or design is dictated by the utilitarian purpose of the article.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully requests the following relief:

1. That judgment be entered in favor of Plaintiffs AMERIGLOBE and BULK LIFT and against Defendants INDEPENDENT PACKAGING ASSOCIATES LLC, JEFF WILEY, SUNBELT PACKAGING LLC, and IPA GLOBAL PRIVATE LIMITED, for infringement of one or more claims of the Asserted Patents;
2. That judgment be entered in favor of Plaintiffs AMERIGLOBE and BULK LIFT and against Defendants INDEPENDENT PACKAGING ASSOCIATES LLC and JEFF WILEY for induced infringement of one or more claims of the Asserted Patents;
3. An award of damages to Plaintiff AMERIGLOBE adequate to compensate it for the infringement and induced infringement, as provided for by 35 U.S.C. § 284;
4. An award of damages to Plaintiff BULK LIFT adequate to compensate it for the infringement and induced infringement, as provided for by 35 U.S.C. § 284;

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5. An order pursuant to 35 U.S.C. § 283 enjoining Defendants from making, using, selling, or offering for sale the claimed subject matter of the Asserted Patents;

6. A judgment and order requiring Defendants to pay Plaintiffs their damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement and/or induced infringement of the Asserted Patents to the full extent possible as provided under 35 U.S.C. §§ 154 and 284, including damages three times the amount found or assessed, and an accounting of ongoing post-judgment infringement;

7. An award of reasonable attorneys' fees under 35 U.S.C. § 285 and litigation expenses, together with costs and such other relief as the Court deems proper and just;

8. Any and all other relief, whether based in law or equity, to which Plaintiffs AMERIGLOBE and BULK LIFT are entitled and for which this Court deems just and proper; and

9. Invalidation of Design Patent No. US D862,245.

### **JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs request a trial by jury.

AND FOR ALL OTHER GENERAL AND EQUITABLE RELIEF.

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This the 10 day of July 2024.

Respectfully submitted,

KIM AND LAHEY LAW FIRM, LLC

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