

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as this is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq.*

4. This Court has personal jurisdiction over ProAmpac because it is a Delaware corporation and essentially “at home” in this District. Further, ProAmpac has caused tortious injury to Pratt through its acts of patent infringement and, on information and belief, regularly does or solicits business, or engages in a persistent course of conduct in this District or derives substantial revenue from things used or consumed in this District.

5. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1) and 1400(b), because ProAmpac is incorporated under the laws of Delaware and has its designated registered agent located in this District, and therefore “resides” in this District within the meaning of those statutes.

BACKGROUND

6. On July 27, 2021, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 11,072,148 (“the ‘148 Patent”), entitled “Recyclable paper-containing packaging with radiant barrier insulation,” to Sigma Technologies Int’l, LLC (“Sigma”) after a full and fair examination of U.S. Patent Application Serial Number 16/238,998 (“the ‘998 Application”). A copy of the ‘148 Patent is attached as Exhibit A.

7. In March 2023, Pratt and Sigma entered an Exclusive Patent License Agreement (“EPLA”), whereby the ‘148 Patent was exclusively licensed to Pratt by Sigma. In particular, the EPLA defines “Licensed Patents” as “all patents issuing from . . . (the ‘998 Application’), all continuations, [etc.]” Under § 7.2 of the EPLA, “[i]n the event that the license granted in Section 2.1 remains exclusive, Licensee [*i.e.*, Pratt] shall have the first right, but not the obligation, to bring

an enforcement action to enforce any Licensed Patent . . .” Accordingly, Pratt possesses the first right to sue for and obtain equitable relief and damages for past, present, and future infringement.

8. Independent claim 14 of the ‘148 Patent reads as follows:

14. A method for thermally insulating a good within a recyclable packaging, the method comprising:

placing a reflective insulation material in a pre-defined proximity with the good, the pre-defined proximity being suitably chosen to provide adequate thermal insulation to the good, wherein said reflective insulation material comprises the recyclable packaging that includes:

a paper layer with first and second surfaces;

a polymer layer with third and fourth surfaces, wherein the third surface is affixed to the second surface;

an aluminum layer deposited on the fourth surface, wherein the aluminum layer has a first thickness of 200 nanometers or less and wherein the aluminum layer causes an emissivity of the recyclable packaging to be equal to or smaller than a first value of 0.10; and

wherein said aluminum layer becomes fully oxidized with no visible aluminum present in a recyclable material that results from the recyclable packaging being subjected to a treatment that includes

- a) blending the packaging in a blender to form a first material;
- b) disintegrating the first material into water with a British Disintegrator at a temperature within a range from about 115 degrees F. to about 135 degrees F. at 3000 rpm to form a second material;
- c) separating the second material in a 0.01 inch screen with a 1 inch water head for 20 minutes to form a fourth material; and
- d) drying the fourth material in an oven for 4 hours at 221 degrees F.

9. ProAmpac became aware of the ‘148 Patent at least as early as the date of service of this complaint.

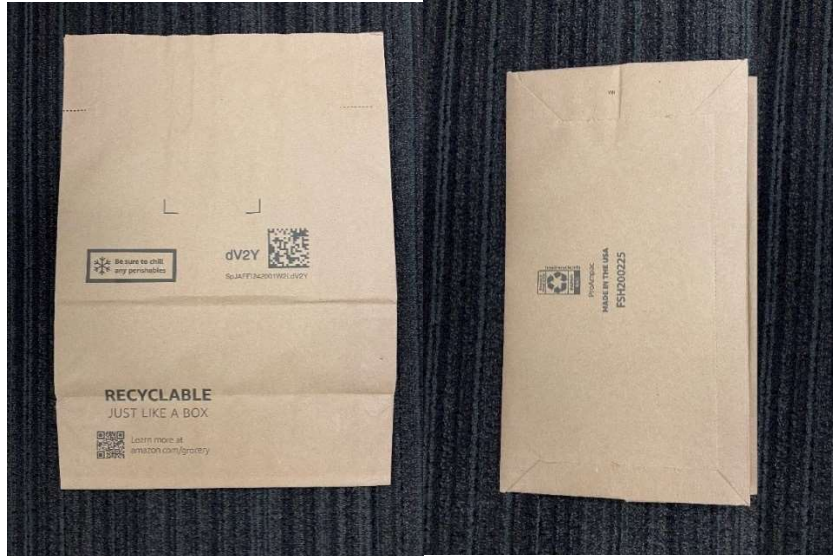
10. Upon information and belief, ProAmpac became aware of the ‘148 Patent prior to the filing of this action. Pratt and ProAmpac are competitors in a competitive industry where competitors monitor each other’s products and technology. In addition, Pratt notified a ProAmpac

customer that ProAmpac was infringing the '148 Patent in July 2024 and, on information and belief, the ProAmpac customer then advised ProAmpac of Pratt's infringement conclusion. A reasonable opportunity for discovery will likely provide additional evidentiary support for the fact that ProAmpac had knowledge of the '148 Patent prior to the filing of this action.

11. On June 4, 2024, ProAmpac issued a press release ("ProAmpac's Online Press Release")¹ announcing the launch of a product called the ProActive Recyclable® FiberCool (the "Accused Product"), depicting the Accused Product as shown below:



¹ *Keeping it Cool: ProAmpac Unveils Revolutionary FiberCool Curbside Recyclable Insulated Bag*, ProAmpac.com (Jun. 4, 2024), <https://www.proampac.com/en-us/media-center/693/keeping-it-cool-proampac-unveils-revolutionary-fibercool-curbside-recyclable-insulated-bag/>.



12. ProAmpac sells the Accused Product to at least one customer that uses the Accused Product in connection with selling chilled food products to ultimate consumers.

13. The Accused Product thermally insulates a good within a packaging. ProAmpac's Online Press Release describes the Accused Product's thermal insulation capabilities as follows:

“When subjected to a rigorous testing protocol, depending on the products, FiberCool outperforms a standard paper bag by demonstrating temperature retention by as much as 30%,” states Ray Recchia, global innovation manager of sustainable paper packaging for ProAmpac. “This improved thermal performance reduces food spoilage and waste, while also reducing packaging weight compared to traditional multi-part thermal bag packaging,” continued Recchia.

14. The packaging of the Accused Product is recyclable. ProAmpac's Online Press Release describes the Accused Product as a “curbside recyclable insulated bag” that purportedly “has been pre-qualified for curbside recyclability.” In addition, the recyclable characteristic of the recyclable packaging of the Accused Product was independently confirmed by testing conducted prior to the filing of this action.

15. As shown by the image at ¶ 11 above, reproduced from ProAmpac's Online Press Release, the recyclable packaging of the Accused Product has a reflective insulation material which is placed in a pre-defined proximity with the good (*i.e.*, the interior metalized surface of the bag). Upon information and belief, the pre-defined proximity is suitably chosen to provide adequate thermal insulation to the good to result in the purported thermal capability described in ProAmpac's Online Press Release.

16. As confirmed by testing conducted prior to the filing of this action, the reflective insulation material of the Accused Product comprises a paper layer which has a first and second surface; a polymer layer with a third and fourth surface wherein the third surface is affixed to the second surface; and an aluminum layer deposited on the fourth surface.

17. As confirmed by testing conducted prior to the filing of this action, the aluminum layer of the reflective insulation material of the Accused Product has a thickness of 200 nanometers or less and causes an emissivity of the reflective insulation material to be equal to or smaller than 0.10.

18. In testing conducted prior to the filing of this action, the recyclable packaging of the Accused Product was subjected to the process recited in claim 14 of the '148 Patent:

- a. Blending the packaging in a blender to form a first material;
- b. Disintegrating the first material into water with a British Disintegrator at a temperature between about 115 degrees Fahrenheit to about 135 degrees Fahrenheit at 3000 rpm to form a second material;
- c. Separating the second material in a 0.01 inch screen with a 1 inch water head for 20 minutes to form a fourth material; and
- d. Drying the fourth material in an oven for 4 hours at 221 degrees Fahrenheit.

19. As a result of subjecting the recyclable packaging of the Accused Product to the process recited in claim 14 of the '148 Patent, the material that had comprised the aluminum layer of the recyclable packaging of the Accused Product became fully oxidized with no visible aluminum present in a resulting recyclable material.

COUNT I

INFRINGEMENT OF THE '148 PATENT

20. Pratt incorporates by reference the above paragraphs as if stated herein.

21. The '148 Patent is valid and enforceable.

22. **Direct Infringement.** ProAmpac has been and continues to directly infringe, either literally or under the doctrine of equivalents, at least claim 14 of the '148 Patent, in the United States, by at least using and testing the Accused Product and similar products to the harm and detriment of Pratt.

23. **Indirect Infringement.** ProAmpac has also actively induced and contributed to and continues to actively induce and contribute to the infringement of at least claim 14 of the '148 Patent by offering for sale or selling the Accused Product. The Accused product is uniquely designed and adapted for use in the performance of the methods of the patent-in-suit, including the method of claim 14 of the '148 Patent.

24. Upon information and belief, ProAmpac has, since the time it acquired knowledge of the '148 Patent, actively induced its customers, including merchants and end-users of the Accused Product, to directly infringe the '148 Patent. Upon information and belief, ProAmpac has specifically intended that its customers use the Accused Product and similar products in a manner that infringes at least claim 14 of the '148 Patent, by at a minimum, providing access to, support for, training and instructions for, its Accused Product with knowledge or willful blindness that

such use by its customers and end users directly infringes at least claim 14 of the '148 Patent, as described above. ProAmpac has thereby engaged in inducement to infringe at least claim 14 of the '148 Patent, in violation of 35 U.S.C. § 271(b).

25. Upon information and belief, ProAmpac has, since the time it acquired knowledge of the '148 Patent, contributorily infringed the '148 Patent by offering for sale and selling in this judicial district and throughout the United States the Accused Product, which embodies a product that is material to practicing the method of claim 14 of the '148 Patent, has no substantial non-infringing uses, and is known by ProAmpac to be especially made or especially adapted for use in practicing the patented method. ProAmpac has thereby engaged in contributory infringement of at least claim 14 of the '148 Patent, in violation of 35 U.S.C. § 271(c).

26. Pratt has suffered harm, including irreparable harm, because of ProAmpac's infringement.

27. Pratt is entitled to money damages in an amount to be determined at trial, and to preliminary and permanent injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Pratt prays for relief as follows:

1. A judgment that ProAmpac has infringed the '148 Patent;
2. A judgment awarding Pratt damages in an amount to be determined at trial, but not less than a reasonable royalty;
3. An order enjoining ProAmpac preliminarily, and permanently thereafter, from infringing, inducing infringement, or contributing to the infringement of the '148 Patent;
4. A judgment awarding Pratt its costs incurred herein, including, upon a finding of this case being "exceptional," attorneys' fees pursuant to 35 U.S.C. § 285; and

5. A judgment awarding Pratt such other and further relief as the Court may deem just and equitable.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Pratt hereby demands a jury trial as to all issues so triable.

Dated: September 25, 2024

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