

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION**



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SNI SOLUTIONS, INC., an Illinois Corporation

and,

NATURAL ALTERNATIVES, LLC, a Kentucky
Limited Liability Company

Plaintiffs,

vs.

UNIVAR USA, INC., a Washington Corporation

and

ROAD SOLUTIONS, INC., an Indiana Corporation

Defendants.

COMPLAINT

CIVIL CASE NO. 4:18-cv-4090

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs SNI Solutions, Inc. (“SNI”) and Natural Alternatives, LLC, (“Natural Alternatives” and collectively, “Plaintiffs”) in filing this Complaint against Defendants Univar USA, Inc. (“Univar”) and Road Solutions, Inc. (“RSI”) allege as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this Complaint for infringement of U.S. Pat. Nos. 6,080,330 (the “330 Patent,” or the “Patent”) against Univar and RSI (collectively, “Defendants”). Plaintiffs are seeking recovery of wrongfully made profits, compensatory damages, and trebled damages for Defendants’ infringement and/or willful infringement of the Patent.

2. Plaintiffs bring this Complaint for infringement of the Patent against Univar for actively inducing infringement of a patent in violation of 35 U.S.C. § 271(b). Plaintiffs are seeking recovery of wrongfully made profits, compensatory damages, and trebled damages for Univar's infringement and/or willful inducement of infringement of the '330 Patent.

3. Plaintiffs bring this Complaint for infringement of the Patent against RSI for direct infringement. Plaintiffs are seeking recovery of wrongfully made profits, compensatory damages, and trebled damages for RSI's infringement and/or willful infringement of the Patent.

PARTIES

4. SNI is an Illinois Corporation, formed and existing under the laws of the State of Illinois, with its principal place of business at 205 N. Stewart Street, Geneseo, IL 61254.

5. Natural Alternatives is a Kentucky Limited Liability Company, organized and existing under the laws of the State of Kentucky, with its principal place of business at 1844 Haverwood Park, Lexington, KY 40514.

6. Upon information and belief, Univar is a corporation formed under the laws of the State of Washington, with its "Commercial Headquarters" at 3075 Highland Parkway, Suite 200, Downers Grove, IL 60515.

7. Upon information and belief, Univar's registered agent for service of process in the state of Illinois is Illinois Corporation Service Company, with an address of 801 Adlai Stevenson Drive, Springfield, IL 62703.

8. Upon information and belief, RSI is a corporation formed under the laws of the State of Indiana, with its principal office at 212 E. LaSalle Ave., STE. 100, South Bend, IN, 46617.

9. Upon information and belief, RSI is or was an authorized distributor of Univar's de-icing compounds for use in RSI's de-icing services business.

JURISDICTION AND VENUE

10. This is a civil action arising primarily under the Patent Act of 1953 codified in Title 35 of the United States Code §§ 100 *et seq.*

11. This Court has jurisdiction over the subject matter of Plaintiffs' claims pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1338 (original jurisdiction for patent actions).

12. This Court has personal jurisdiction over Univar by virtue of systematic and continuous contacts with Illinois and this judicial district, and by virtue of the location of its Commercial Headquarters in the state of Illinois.

13. This Court has personal jurisdiction over Univar by virtue of its maintenance of a regular and established place of business within this judicial district, and by virtue of operation of companies within this judicial district.

14. This Court has personal jurisdiction over RSI by virtue of systematic and continuous contacts with Illinois involving products infringing the '330 Patent.

15. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) in that a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

16. Venue is proper in this Court pursuant to 28 U.S.C. §1400(b) in that: Univar's headquarters and acts of inducement to infringe occurred in this state; Univar maintains a regular and established place of business within this judicial district; Univar maintains its registered agent address in this district and therefore maintains a residence in this district under 735 ILCS 5/2-102(a) and RSI's acts of infringement occurred in this state.

RELEVANT FACTS

17. SNI is in the business of, *inter alia*, developing, manufacturing, and selling de-icing agents and compounds containing de-sugared sugar beet molasses (“DSBM”) and products containing DSBM covered by one or more claims of ‘330 Patent (“Covered Products”).

18. The DSBM and Covered Products are used directly or in conjunction with other materials to aid the process of melting ice and snow and improving the storage and efficacy of other de-icing materials.

19. The DSBM is used in such applications as state and local government department of transportation road de-icing services and commercial de-icing.

20. Natural Alternatives is in the business of, *inter alia*, developing, manufacturing, and selling DSBM and Covered Products covered under the ‘330 Patent.

21. Natural Alternatives is the owner by assignment of the ‘330 Patent, issued to Todd A. Bloomer. The ‘330 Patent issued on June 27, 2000 for an Anti-freezing and De-icing Composition and Method, and a true and accurate copy thereof is attached as **Exhibit A**.

22. On or about October 21, 2008, Natural Alternatives licensed the ‘330 Patent to SNI for commercialization of the Patent.

23. From October 21, 2008 until present, SNI, either directly or through its affiliate Geomelt, USA, LLC, (hereinafter “Geomelt”) has maintained a license from Natural Alternatives to the ‘330 Patent.

24. At all times beginning at least as early as October 21, 2008, SNI itself, or through Geomelt, through license from Natural Alternatives, has been manufacturing, marketing, and selling DSBM and Covered Products.

25. SNI manufactures, markets, and sells a significant number of goods and services covered by one or more claims of '330 Patent in interstate commerce and in Illinois, particularly DSBM and Covered Products.

26. Univar is the United States operation of one of the largest industrial chemical companies in the world.

27. Univar is a wholly-owned subsidiary of Univar Inc.

28. Univar is or was a direct competitor of Plaintiffs in the sale of DSBM for use in Covered Products.

29. Univar advertises or advertised, bids or bid for sales, and sells or sold DSBM to the same market of customers and potential customers as Plaintiffs for use in Covered Products.

30. Univar's DSBM is not approved or sponsored by Plaintiffs.

31. Univar intended that at least some of the DSBM it sold was to be combined with a material used to melt ice.

32. Univar intended that at least some of the DSBM it sold was to be combined with a sodium chloride.

33. Univar intended that at least some of the DSBM it sold was to be combined in a ratio of 25-99% by volume of DSBM having 60-75% suspended solids and 1-75% by volume of a component selected from the group consisting of sodium formate, calcium magnesium acetate, potassium acetate, ethylene glycol, di-ethylene glycol, magnesium chloride, calcium chloride, sodium chloride, potassium chloride and mixtures thereof (hereinafter "Brine Products").

34. Brine Products that contain Univar's DSBM are not approved or sponsored by Plaintiffs.

35. On or about April 27, 2006 Bloomer entered into a letter of intent (“LOI”) with Univar regarding Univar’s for the manufacture, marketing, and sale of DSBM.

36. The LOI does not constitute a license under the ‘330 Patent.

37. Between April of 2006 and October of 2008, pursuant to the LOI, Univar distributed products and proprietary information through various distributors across the United States and Canada.

38. During the term of the ‘330 Patent, Univar marked and advertised its products as protected by the ‘330 Patent.

39. Univar distributed a “product data sheet” of Univar’s DSBM that includes explicit statements of the applicability of the ‘330 Patent to Univar’s DSBM a true and accurate copy thereof (albeit marked with Plaintiffs’ small red markup to highlight the use of the ‘330 Patent marking) is attached as **Exhibit B**.

40. Bloomer became dissatisfied with Univar’s lack of effort to promote and invest in the development of the patented product and method and delay in moving forward with a license agreement.

41. On or about October 22, 2008 Bloomer sent a letter to Univar providing notice of termination of the LOI and demanding that Univar immediately discontinue use of the ‘330 Patent and customer information Bloomer had provided to Univar.

42. On or about October 27, 2008 Bloomer sent a second letter to Univar again demanding discontinuation of the unauthorized use of certain products covered by one or more claims of the ‘330 Patent.

43. Having not received adequate assurances from Univar, on or about November 19, 2008 Bloomer filed a multi-count patent infringement, trade secret misappropriation, and

trademark infringement complaint against Univar in the United States District Court for the Eastern District of Kentucky (“Bloomer Patent Litigation”).

44. Notwithstanding Bloomer’s prior warnings, on or about November 21, 2008 Univar filed a trademark application with the PTO for a trademark for a de-icing product—ICE BITE®.

45. This first ICE BITE® trademark application referenced a first use of the name and product on November 4, 2008, only a few days following the Bloomer cease and desist letter. A true and accurate copy of this mark’s registration certificate, Reg. No. 3,643,035, and a screen print of the current status of the mark are attached as **Exhibit C** (the “‘035 Mark”),

46. Upon information and belief, one or more products sold under the ‘035 Mark comprise DSBM.

47. Univar filed a second trademark application on January 13, 2009 for the same goods under the name ICE BITE with additional design elements.

48. This second ICE BITE® trademark application referenced a first use of the name and product on January 12, 2009, only a few months after the Bloomer cease and desist letter. A true and accurate copy of this mark’s registration certificate, Reg. No. 3,800,487, and a screen print of the current status of the mark are attached as **Exhibit D** (the “‘487 Mark”) (The ‘035 Mark and the ‘487 Mark being collectively referred to as the “ICE BITE® trademarks.”).

49. Upon information and belief, one or more products sold under the ‘487 Mark comprise DSBM.

50. A separate trademark registration, Reg. No. 0,839,411, has been registered since on or about November 28, 1967, claiming a date of first use of October 5, 1966 for the same words, ICE BITE, but with an additional and different design element (the “‘411 Mark”).

51. Upon information and belief, the product sold under the '411 Mark prior to Univar's LOI with Bloomer did not contain DSBM.

52. A true and accurate copy of the '411 Mark's registration certificate and a screen print of the current status of the mark are attached as **Exhibit E**.

53. On or about January 23, 2009, Univar filed a reexamination with the United States Patent and Trademark Office ("PTO"), Reexam Control No. 90/010,381, seeking to invalidate certain claims of the '330 Patent ("First Reexam").

54. The Bloomer Patent Litigation was dismissed without prejudice on or about February 26, 2009, following entry of a standstill agreement between Univar and Bloomer to permit completion of the First Reexam.

55. On or about January 21, 2011, Univar filed a second reexamination with the PTO, Reexam Control No. 90/011,454, also seeking to invalidate certain claims of the '330 Patent ("Second Reexam").

56. On or about May 26, 2011, Univar filed a third reexamination with the PTO, Reexam Control No. 90/011,713, also seeking to invalidate certain claims of the '330 Patent ("Third Reexam").

57. The First Reexam, Second Reexam, and Third Reexam were consolidated into a single proceeding (collectively, the "330 Reexam") before the Patent Trial and Appeal Board ("PTAB") on or about November 8, 2011.

58. On or about February 22, 2017, the PTAB issued its decision holding claims 1-23 and 25-55 of the '330 Patent valid.

59. On or about April 3, 2017, the PTAB issued a "Notice of Intent to Issue Ex Parte Reexamination Certificate."

60. The “Notice of Intent to Issue Ex Parte Reexamination Certificate” stated the PTAB would issue a new certificate for the ‘330 Patent with claims 1-10 as originally issued (hereinafter the “Original Claims”) and claims 11-23 together with claims 25-55, (collectively, hereinafter the “New Claims”).

61. Claims 1-6 and 10 of the ‘330 Patent are composition claims (hereinafter the “Original Composition Claims”).

62. Claims 7-9 of the ‘330 Patent are method claims (hereinafter the “Original Method Claims”).

63. Claims 11-14, 21-22, 29-30, 38-40, 45-47, 51, and 53 of the ‘330 Patent are composition claims (hereinafter the “New Composition Claims”).

64. Claims 15-20, 23, 25-28, 31-37, 41-44, 48-50, 52, 52, and 54-55 of the ‘330 Patent are method claims (hereinafter the “New Method Claims”).

65. Despite the Bloomer Patent Litigation, Univar continued to market and sell product comprising DSBM.

66. Univar acknowledged on its website that the beet-based de-icer was developed by a Midwest company and that Univar had acquired the rights to the beet-based deicer.

67. Univar also has distributed products comprising DSBM through multiple distributors, including RSI.

68. At least as recently as April 21, 2015, Univar represented to the United States Patent and Trademark Office that its ICE BITE® sugar Beet-based Anti-icing/De-icing Fluid was still being sold in commerce in the United States.

69. RSI sold and offered ICE BITE® anti-icing fluid for sale and, at least as recently as January 20, 2016, was still offering ICE BITE® anti-icing fluid for sale.

70. RSI sold ICE BITE® anti-icing fluid in the state of Illinois.

COUNT I—INDUCEMENT TO INFRINGE THE ‘330 PATENT - UNIVAR

71. Plaintiffs reallege and incorporate by reference Paragraphs 1-70 as if set forth fully herein.

72. Univar has made, used, sold, an/or offered for sale in the United States products comprising DSBM.

73. Univar made and sold products comprising DSBM under the ICE BITE® trademarks.

74. During the term of the ‘330 Patent, one or more customers of Univar’s DSBM combined the DSBM purchased from Univar with other products to create Brine Products.

75. During the term of the ‘330 Patent, one or more customers of Univar’s DSBM combined the DSBM purchased from Univar with other products to create Brine Products, Univar was aware that such a combination was an infringement of the ‘330 Patent.

76. During the term of the ‘330 Patent, one or more customers of Univar’s DSBM used the DSBM purchased from Univar in a manner that infringes the ‘330 Patent.

77. During the term of the ‘330 Patent, one or more customers of Univar’s DSBM used the DSBM purchased from Univar in a manner that infringes the ‘330 Patent, Univar was aware that such use was an infringement of the ‘330 Patent.

78. During the term of the ‘330 Patent, Univar actively induced one or more customers of Univar’s DSBM to combine the DSBM purchased from Univar with other products to create Brine Products by actively marketing Univar’s DSBM as a de-icing solution.

79. During the term of the '330 Patent, Univar's de-icing advertising made it clear that Univar intended one or more customers of Univar's DSBM combine the DSBM purchased from Univar with other products to create Brine Products.

80. During the term of the '330 Patent, Univar actively induced one or more customers of Univar's DSBM to combine the DSBM purchased from Univar with other products to create Brine Products by actively providing customers with support regarding combining the DSBM purchased from Univar with other products to create Brine Products.

81. During the term of the '330 Patent, Univar's customer support made it clear that Univar intended one or more customers of Univar's DSBM combine the DSBM purchased from Univar with other products to create Brine Products.

82. During the term of the '330 Patent Univar advised its distributor, RSI, that there is no patent issue that prevents Univar or its licensed distributors from selling DSBM for combination with other products to create Brine Products.

83. During the term of the '330 Patent Univar offered its distributor, RSI, a guarantee with indemnification that there is no patent issue that prevents Univar or its licensed distributors from selling DSBM for combination with other products to create Brine Products.

84. During the term of the '330 Patent Univar encouraged its distributor, RSI, to offer its customers a guarantee with indemnification that there is no patent issue that prevents RSI from selling DSBM for combination with other products to create Brine Products.

85. During the term of the '330 Patent one or more customers of Univar's DSBM combined the DSBM purchased from Univar with other products to create Brine Products, Univar was aware of the '330 Patent.

86. During the term of the '330 Patent, one or more customers of Univar's DSBM combined the DSBM purchased from Univar with other products to create Covered Products.

87. During the term of the '330 Patent, one or more customers of Univar's DSBM combined the DSBM purchased from Univar with other products to create Covered Products, Univar was aware that such a combination was an infringement of the '330 Patent.

88. During the term of the '330 Patent, Univar actively induced one or more customers of Univar's DSBM to combine the DSBM purchased from Univar with other products to create Covered Products by actively marketing Univar's DSBM as a de-icing solution.

89. During the term of the '330 Patent, Univar's de-icing advertising made it clear that Univar intended one or more customers of Univar's DSBM combine the DSBM purchased from Univar with other products to create Covered Products.

90. During the term of the '330 Patent, Univar actively induced one or more customers of Univar's DSBM to combine the DSBM purchased from Univar with other products to create Covered Products by actively providing customers with support regarding combining the DSBM purchased from Univar with other products to create Covered Products.

91. During the term of the '330 Patent, Univar's customer support made it clear that Univar intended one or more customers of Univar's DSBM combine the DSBM purchased from Univar with other products to create Covered Products.

92. During the term of the '330 Patent, one or more customers of Univar's DSBM combined the DSBM purchased from Univar with other products to create Covered Products, Univar was aware of the '330 Patent.

93. During the term of the '330 Patent, one or more customers of Univar's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

94. During the term of the '330 Patent, one or more customers of Univar's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent was aware that such a usage was an infringement of the '330 Patent.

95. During the term of the '330 Patent, Univar actively induced one or more customers of Univar's DSBM to use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent by actively marketing Univar's DSBM as a de-icing solution.

96. During the term of the '330 Patent, Univar's de-icing advertising made it clear that Univar intended one or more customers of Univar's DSBM use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

97. During the term of the '330 Patent, Univar actively induced one or more dealers and customers of Univar's DSBM to use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent by actively providing dealer and customers with support regarding combining the DSBM purchased from Univar with other products to create Covered Products.

98. During the term of the '330 Patent, Univar's dealer and customer support made it clear that Univar intended one or more customers of Univar's DSBM use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

99. During the term of the '330 Patent, one or more customers of Univar's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent, Univar was aware of the '330 Patent.

100. Univar's foregoing acts constitute induced infringement of at least Claim 1 of the '330 Patent.

101. Univar's foregoing acts constitute induced infringement of the Original Composition Claims and/or the New Composition Claims of the '330 Patent.

102. Since at least April 27, 2006, Univar has been on notice of the existence of the '330 Patent.

103. Univar knowingly marked its products with the '330 Patent.

104. Univar has never held a license under the '330 Patent.

105. Univar has infringed the '330 Patent.

106. Univar's induced infringement of the '330 Patent is willful and deliberate.

107. Univar's induced infringement began at least as early as October 22, 2008.

108. As a direct and proximate result of Univar's induced infringement of the '330 Patent, Plaintiffs have suffered and continue to suffer damages.

109. An award of Plaintiffs' damages caused by Univar is necessary to redress the commercial harm to Plaintiffs resulting from these acts of induced infringement.

COUNT II— INFRINGEMENT OF THE '330 PATENT - RSI

110. Plaintiffs reallege and incorporate by reference Paragraphs 1-109 as if set forth fully herein.

111. Prior to July 21, 2017 RSI never held a license under the '330 Patent.

112. Prior to July 21, 2017, RSI used, sold, and/or offered for sale in the United States products comprising DSBM that infringe the '330 Patent.

113. Prior to July 21, 2017, RSI used, sold, and/or offered for sale in the United States products comprising DSBM under the ICE BITE® trademarks.

114. Upon information and belief, prior to July 21, 2017, RSI used, sold, and/or offered for sale into the state of Illinois products comprising DSBM under the ICE BITE® trademarks.

115. Prior to July 21, 2017, RSI used, sold, and/or offered for sale in the United States products comprising DSBM such that RSI directly infringed at least one or more of the Original Composition Claims and/or the New Composition Claims.

116. RSI had actual knowledge of the '330 Patent prior to July 21, 2017 and during at least a portion of the time it used, sold, and/or offered for sale in the United States products comprising DSBM.

117. Prior to July 21, 2017, RSI infringed the '330 Patent.

118. RSI's infringement of the '330 Patent was willful and deliberate.

119. As a direct and proximate result of RSI's infringement of the '330 Patent, Plaintiffs have suffered damages.

120. An award of Plaintiffs' damages caused by RSI is necessary to redress the commercial harm to Plaintiffs resulting from these acts of infringement.

COUNT III— INDUCEMENT TO INFRINGE THE '330 PATENT - RSI

121. Plaintiffs reallege and incorporate by reference Paragraphs 1-120 as if set forth fully herein.

122. Prior to July 21, 2017, RSI made, used, sold, and/or offered for sale in the United States products comprising DSBM.

123. Prior to July 21, 2017, RSI made and sold products comprising DSBM under the ICE BITE® trademarks.

124. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Brine Products.

125. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Brine Products, and RSI was aware that such a combination was an infringement of the '330 Patent.

126. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM used the DSBM purchased from RSI in a manner that infringed the '330 Patent.

127. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM used the DSBM purchased from RSI in a manner that infringed the '330 Patent, and RSI was aware that such use was an infringement of the '330 Patent.

128. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to combine the DSBM purchased from RSI with other products to create Brine Products by actively marketing RSI's DSBM as a de-icing solution.

129. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's de-icing advertising made it clear that RSI intended one or more customers of RSI's DSBM combine the DSBM purchased from RSI with other products to create Brine Products.

130. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to combine the DSBM purchased from RSI with other products to create Brine Products by actively providing customers with support regarding combining the DSBM purchased from RSI with other products to create Brine Products.

131. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's customer support made it clear that RSI intended one or more customers of RSI's DSBM combine the DSBM purchased from RSI with other products to create Brine Products.

132. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Brine Products, and RSI was aware of the '330 Patent.

133. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Covered Products.

134. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Covered Products, and RSI was aware that such a combination was an infringement of the '330 Patent.

135. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to combine the DSBM purchased from RSI with

other products to create Covered Products by actively marketing RSI's DSBM as a de-icing solution.

136. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's de-icing advertising made it clear that RSI intended one or more customers of RSI's DSBM combine the DSBM purchased from RSI with other products to create Covered Products.

137. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to combine the DSBM purchased from RSI with other products to create Covered Products by actively providing customers with support regarding combining the DSBM purchased from RSI with other products to create Covered Products.

138. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's customer support made it clear that RSI intended one or more customers of RSI's DSBM combine the DSBM purchased from RSI with other products to create Covered Products.

139. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM combined the DSBM purchased from RSI with other products to create Covered Products, and RSI was aware of the '330 Patent.

140. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

141. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent, and RSI was aware that such a usage was an infringement of the '330 Patent.

142. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent by actively marketing RSI's DSBM as a de-icing solution.

143. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's de-icing advertising made it clear that RSI intended one or more customers of RSI's DSBM use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

144. Prior to July 21, 2017 and during the term of the '330 Patent, RSI actively induced one or more customers of RSI's DSBM to use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent by actively providing customers with support regarding combining the DSBM purchased from RSI with other products to create Covered Products.

145. Prior to July 21, 2017 and during the term of the '330 Patent, RSI's customer support made it clear that RSI intended one or more customers of RSI's DSBM use the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent.

146. Prior to July 21, 2017 and during the term of the '330 Patent, one or more customers of RSI's DSBM used the DSBM in a manner that violated the Original Method Claims and/or the New Method Claims of the '330 Patent, and RSI was aware of the '330 Patent.

147. RSI's foregoing acts constitute induced infringement of at least Claim 1 of the '330 Patent.

148. RSI's foregoing acts constitute induced infringement of the Original Composition Claims and/or the New Composition Claims of the '330 Patent.

149. Since at least April 27, 2006, RSI has been on notice of the existence of the '330 Patent.

150. Prior to July 21, 2017, RSI knowingly marked its products with the '330 Patent.

151. RSI has infringed the '330 Patent.

152. RSI's induced infringement of the '330 Patent was willful and deliberate.

153. RSI's induced infringement began at least as early as October 22, 2008.

154. As a direct and proximate result of RSI's induced infringement of the '330 Patent, Plaintiffs have suffered damages.

155. An award of Plaintiffs' damages caused by RSI is necessary to redress the commercial harm to Plaintiffs resulting from these acts of induced infringement.

JURY DEMAND

In accordance with Federal Rules of Civil Procedure 38 and 39, Plaintiffs SNI and Natural Alternatives demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants, and that Plaintiff's be granted the following relief:

- A. Entry of an award of damages sufficient to compensate Plaintiffs for Defendants' infringement;

- B. Entry of an award of increased damages in an amount not less than three times the damages found or assessed by this Court for Defendants' willful and wanton acts of infringement;
- C. Order Defendants to pay all costs, attorneys' fees, and applicable interests; and
- D. Grant Plaintiffs such other and further relief as this Court shall deem appropriate.

Dated: May 11, 2018

Respectfully submitted,

By: /s/Jay R. Hamilton

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