

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SAINT-GOBAIN PERFORMANCE
PLASTICS CORPORATION,

Plaintiff,

v.

DOW CORNING CORPORATION;
W.L. GORE & ASSOCIATES, INC.;
AA&D SILICONE CO.; TRELLEBORG
SEALING SOLUTIONS US, INC.; MITOS
TECHNOLOGIES, INC.;
NEWAGE INDUSTRIES, INC.; AND
J & J SCIENTIFIC PRODUCTS, INC.;

Defendants.

JURY TRIAL DEMANDED

AMENDED COMPLAINT

Plaintiff, Saint-Gobain Performance Plastics Corporation (“Saint-Gobain”), by and through its undersigned counsel, for its Complaint against Defendants Dow Corning Corporation (“Dow Corning”), W. L. Gore & Associates, Inc. (“Gore”), AA&D Silicone Co. (“AA&D”), Trelleborg Sealing Solutions US, Inc. (“Trelleborg”), Mitos Technologies, Inc. (“Mitos”), NewAge Industries, Inc. (“NewAge”), and J & J Scientific Products, Inc. (“J & J Scientific”) (collectively, “Defendants”), alleges as follows:

THE PARTIES

1. Saint-Gobain is a California corporation with a place of business at 717 Plantation Street, Worcester, MA. 01605.
2. Dow Corning is a Michigan corporation having its principal place of business at 30600 Telegraph Road, Bingham Farms, Michigan, 48025.

3. Gore is a Delaware corporation having its principal executive offices at 551 Papermill Road, Newark, Delaware, 19711. On information and belief, Gore does business under the name Amesil at 209 Oak Ridge Road, Oak Ridge, New Jersey, 07438.

4. AA&D is a New Jersey corporation having its principal place of business at 23-47 Ames Boulevard, Hamburg, New Jersey 07419. AA&D previously operated as Amesil, Inc. and changed its corporate name from Amesil, Inc. to AA&D Silicone Co. in May 2007.

5. Trelleborg is a Delaware corporation having its principal place of business at 445 Enterprise Ct, Bloomfield Hills, Michigan, 48302 and with a place of business at 19 Brent Drive, Hudson, Massachusetts, 01749.

6. Mitos is a Delaware corporation having its principal place of business at 300 Schell Lane, Suite 308, Phoenixville, Pennsylvania, 19460.

7. NewAge is a Pennsylvania corporation having its principal executive offices at 145 James Way, Southampton, Pennsylvania, 18966.

8. J & J Scientific is a Florida corporation having its principal place of business at 7200 Sheldon Road, Tampa, Florida, 33615.

JURISDICTION AND VENUE

9. This action arises under the patent laws of the United States, Title 35 of the United States Code.

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331, 1338.

11. On information and belief, this Court has personal jurisdiction over each of the Defendants.

12. Venue in this District is proper pursuant to 28 U.S.C. §§1391, 1400.

COUNT ONE

(Infringement of U.S. Patent No. 7,093,859).

13. Saint-Gobain repeats and re-alleges the allegations of the paragraphs above as fully set forth herein.

14. Saint-Gobain is the owner of all right, title and interest in U.S. Patent No. 7,093,859 (the “‘859 patent”), titled “Tubing and Connector Assembly.” A copy of the ‘859 patent is attached hereto as Exhibit A.

15. On information and belief, Dow Corning, Gore, AA&D, Trelleborg, Mitos, NewAge, and J & J Scientific have infringed, and continue to infringe, literally or under the doctrine of equivalents, the ‘859 patent at least by making, selling, offering to sell and/or using within the United States tubing and connector assemblies, including but not limited to products which are commonly referred to as “molded unions and manifolds.”

16. On information and belief, Gore, AA&D, Trelleborg, Mitos, and NewAge have knowingly and willfully infringed the ‘859 patent and continue to knowingly and willfully infringe the ‘859 patent.

17. Defendants’ infringement of the ‘859 patent has caused, and continues to cause, Saint-Gobain to suffer substantial damages.

18. Defendants’ infringement of the ‘859 patent has caused, and continues to cause, Saint-Gobain to suffer irreparable harm for which there is no adequate remedy at law.

19. This case is exceptional and therefore Saint-Gobain is entitled to an award of its attorney fees pursuant to 35 U.S.C. § 285.

COUNT TWO

(Infringement of U.S. Patent No. 6,290,265).

20. Saint-Gobain repeats and re-alleges the allegations of the paragraphs 1 -12 above as fully set forth herein.

21. Saint-Gobain is the owner of all right, title and interest in U.S. Patent No. 6,290,265 (the “‘265 patent”), titled “Tubing and Connector Assembly and Method and Molding.” A copy of the ‘265 patent is attached hereto as Exhibit B.

22. On information and belief, Dow Corning, Gore, AA&D, Trelleborg, Mitos, NewAge, and J & J Scientific have infringed, and continue to infringe, literally or under the doctrine of equivalents, the ‘265 patent at least by making, selling, offering to sell and/or using within the United States tubing and connector assemblies, including but not limited to products which are commonly referred to as “molded unions and manifolds.”

23. On information and belief, Gore, AA&D, Trelleborg, Mitos, and NewAge have knowingly and willfully infringed the ‘265 patent and continue to knowingly and willfully infringe the ‘265 patent.

24. Defendants’ infringement of the ‘265 patent has caused, and continues to cause, Saint-Gobain to suffer substantial damages.

25. Defendants’ infringement of the ‘265 patent has caused, and continues to cause, Saint-Gobain to suffer irreparable harm for which there is no adequate remedy at law.

26. This case is exceptional and therefore Saint-Gobain is entitled to an award of its attorney fees pursuant to 35 U.S.C. § 285.

RELIEF REQUESTED

WHEREFORE, Saint-Gobain requests that this Court:

- A. Enter judgment that each of the Defendants has infringed, literally or under the doctrine of equivalents, the '859 patent and the '265 patent.
- B. Enter a preliminary and permanent injunction enjoining each Defendant and its affiliates, subsidiaries, officers, directors, employees, agents, representatives, licensees, successors, assigns, and all those acting for them or on their behalf, or acting in concert or privity with them, from committing further infringement of the '859 patent and the '265 patent;
- C. Award Saint-Gobain compensatory damages under 35 U.S.C. § 284;
- D. Award Saint-Gobain treble damages for Gore's, AA&D's, Trelleborg's, Mitos' and NewAge's willful infringement pursuant to 35 U.S.C. § 284;
- E. Award Saint-Gobain its reasonable attorney fees pursuant to 35 U.S.C. § 285 or other applicable law;
- F. Award Saint-Gobain its costs, pre-judgment interest and post-judgment interest; and
- G. Award Saint-Gobain such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Saint-Gobain hereby demands a jury trial on all issues so triable.

Respectfully submitted,

SAINT-GOBAIN PERFORMANCE
PLASTICS CORPORATION

By its attorneys,

Dated: 1/8/2008

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