

3. This action arises under the patent laws of the United States, Title 35 United States Code, particularly §§ 271, 281, 284, and 285. This Court has subject matter jurisdiction under Title 28 United States Code §§ 1331 and 1338(a).

4. RadiantGUARD is subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to RadiantGUARD's substantial business in this forum, directly or indirectly through subsidiaries or intermediaries, including: (i) committing at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this district.

5. Venue is proper in this Court under Title 28 United States Code §§ 1391 (b) and (c) and 1400(b). On information and belief, RadiantGUARD has committed and/or induced and/or contributed to acts of patent infringement in this district.

THE PATENTS

6. On May 3, 2011, United States Patent No. 7,935,410 ("the '410 patent"), titled "Metallized Polymeric Film Reflective Insulation Material," was duly and legally issued. On August 7, 2012, an ex parte Reexamination Certificate for the '410 patent issued, which confirmed the patentability of claims 1–14. The '410 patent claims foreign priority to Canadian Patent Application No. 2,544,098, filed April 19, 2006. A true and correct copy of the '410 patent is attached as **Exhibit A**.

7. On May 3, 2011, United States Patent No. 7,935,411 ("the '411 patent"), also titled "Metallized Polymeric Film Reflective Insulation Material," was duly and legally issued. The '411 is a continuation-in-part of United States Patent Application No. 11/507,658, now the '410 patent. The '411 patent claims foreign priority to Canadian Patent Application No. 2,544,098, filed April 19, 2006. A true and correct copy of the '411 patent is attached as **Exhibit B**.

8. On July 17, 2012, United States Patent No. 8,221,871 (“the ’871 patent”), also titled “Metallized Polymeric Film Reflective Insulation Material” was duly and legally issued. The ’871 patent is a division of United States Patent Application No. 11/507,658, now the ’410 patent. The ’871 patent claims foreign priority to Canadian Patent Application No. 2,544,098, filed April 19, 2006. A true and correct copy of the ’871 patent is attached as **Exhibit C**.

9. On December 11, 2012, United States Patent No. 8,327,601 (“the ’601 patent”), titled “Metallized Polymeric Film Reflective Insulation Material” was duly and legally issued. The ’601 patent is a division of United States Patent Application No. 11/808,380, now the ’411 patent. The ’601 patent claims foreign priority to Canadian Patent Application No. 2,544,098, filed April 19, 2006. A true and correct copy of the ’601 patent is attached as **Exhibit D**.

10. On January 11, 2013, United States Patent No. 8,343,614 (“the ’614 patent”), titled “Metallized Polymeric Film Reflective Insulation Material” was duly and legally issued. The ’614 patent is a continuation of United States Patent Application No. 13/086,189, now the ’871 patent. The ’614 patent claims foreign priority to Canadian Patent Application No. 2,544,098, filed April 19, 2006. A true and correct copy of the ’614 patent is attached as **Exhibit E**.

11. Pursuant to 35 U.S.C. § 282, the ’410 patent, the ’411 patent, the ’871 patent, the ’601 patent, and the ’614 patent (“the patents-in-suit”) are presumed valid.

12. Promethean is the sole owner of all substantial rights in the ’410 patent, the ’411 patent, the ’871 patent, the ’601 patent, and the ’614 patent, including the exclusive rights to grant sublicenses to those patents and to file lawsuits and collect damages for past, present and future infringement of one or more of those patents against RadiantGUARD.

THE PATENTED INVENTION

13. The patents-in-suit are directed to metallized polymeric film reflective insulation materials.

14. Regarding surface burning characteristics, reflective insulation materials are classified based on the measurement of two criteria—the rate at which a flame propagates (“the flame spread index”), and the rate at which smoke propagates (“the smoke developed index”). For example, it is recognized in the reflective insulation and radiant barrier industries that materials measured to have a flame spread index 0–25 and a smoke-developed index 0–450 are given a Class A certification.

15. The reflective insulation and radiant-barrier industry-recognized method for measuring the flame spread index and the smoke developed index involves installing the materials inside a tunnel and then setting them on fire to observe how they react. This method is set forth in ASTM International standard E84 and is often referred to as “the tunnel test” or “the Steiner tunnel test,” after Albert J. Steiner, the gentleman who developed the test.

16. Prior to September 2009, under the tunnel test, the standard method for installing materials that consisted of membranes or thin laminates inside the tunnel during the tunnel test involved the use of poultry netting (or “chicken wire”) to physically support the materials.

17. As early as 2005, it was widely known among members of the reflective insulation and radiant barrier industries—represented by the Reflective Insulation Manufacturers Association (“RIMA”)—that the safety of metal foil reflective insulation and radiant barrier products were being questioned by their competitors, namely manufacturers of fiberglass insulation products—represented by the North American Insulation Manufacturers Association (“NAIMA”).

18. In particular, NAIMA questioned the poultry netting method of mounting flexible materials as not being consistent with “real world” conditions. NAIMA had tested the flexible material unsupported in the tunnel, i.e., without the use of poultry netting. The unsupported materials did not meet the Class A certification criteria, causing NAIMA to conclude that testing the materials with poultry netting enhanced the results of the tunnel test, essentially creating a false sense of security.

19. With the testing methods being criticized, the reflective insulation and radiant barrier industries were concerned with finding a way to achieve Class A certification under the tunnel test, using a method of mounting that did not include poultry netting.

20. Concerned with attaining Class A certification without the use of poultry netting, Furio Orologio—president and CEO of Coverttech Fabricating, Inc. (“Coverttech”)—experimented with testing a variety of flexible materials and, in particular, metal foil adhered to polymeric film as early as the spring of 2005.

21. Through his testing, Mr. Orologio discovered that there is a difference in the degree of fire resistant property of metallized polymeric film on one hand and metal foil on the other.

22. Through experimentation, Mr. Orologio discovered that metallized polymeric film met Class A certification requirements under the tunnel test without the use of poultry netting as a method of mounting.

23. Mr. Orologio’s test results were surprising—metallized polymeric film consists of components that were generally thought to be flammable, and the metal foil was generally thought to be non-flammable.

24. Mr. Orologio's discovery was a significant and important technical and commercial advance.

25. At a time of industry concern, it was Mr. Orologio who discovered the surprising and unexpected advantage of using a metallized polymeric film as a substitute for a metal foil arrangement.

26. Prior to Mr. Orologio's invention, it was not recognized in the reflective insulation or radiant barrier industries that products using metallized polymeric film met Class A standards under the tunnel test without the use of poultry netting as a method of mounting.

27. The inventions claimed in the patents-in-suit are directed to various materials satisfying Class A certification (i.e., a flame speed rating value of 0 to 25 and a smoke developed rating value of 0 to 450) as required by industry standards set forth, e.g., in ASTM E 84-09 and all versions thereafter.

COUNT I INFRINGEMENT OF THE '410 PATENT

28. RadiantGUARD, on information and belief, makes, uses, sells, or offers to sell reflective insulation products, including but not limited to, for example, Reflex-Air Single Bubble Reflective Insulation model number RSBR-48-125 ("the accused products") that infringe at least claim 1 of the '410 patent.

Inducement of Infringement by RadiantGUARD

29. Promethean incorporates by reference paragraphs 1–28 above as if fully set forth below.

30. On April 19, 2006, Mr. Orologio filed Canadian Patent Application No. 2,554,098 ("the '098 CA patent application").

31. On August 23, 2006, Mr. Orologio filed Canadian Patent Application No. 2,554,754, which issued on December 4, 2007 (“the ’754 CA patent”). The ’754 CA patent claims priority from the ’098 CA patent application.

32. The ’098 CA patent application, the ’754 CA patent, and the patents-in-suit are directed to metallized polymeric film reflective insulation materials.

33. On July 17, 2009, Coverttech and Mr. Orologio filed a claim for patent infringement of the ’754 CA patent against Energie Innovation Inc. and Innovative Energy, Inc. in Canadian Federal Court. The Canadian Federal Court recently granted Plaintiffs’ motion for substitution of parties. The case is captioned, *Promethean Insulation Technology LLC v. Energie Innovation Inc.*, No. T-1101-09.

34. At least as early as the date of being served with the complaint in this case, RadiantGUARD had actual knowledge of the ’410 patent as a matter of law.

35. At least as early as the date of being served with the complaint in this case, RadiantGUARD was willfully blind towards the existence of the ’410 patent.

36. On information and belief, in view of related Canadian litigation and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the ’410 patent as early as May 3, 2011, its date of issuance.

37. Since becoming aware of the ’410 patent, RadiantGUARD has continued to intentionally, actively, and knowingly advertise about, import, export, sell, offer to sell, lease, and/or offer to lease one or more of the accused products through its websites, retailers, resellers, and distributors.

38. Since becoming aware of the ’410 patent, RadiantGUARD’s advertising and sales of one or more of the accused products has intentionally, actively, knowingly, and willfully

contained and continue to contain instructions, directions, suggestions, and/or invitations that intentionally, actively, and knowingly invite, entice, lead on, influence, prevail on, move by persuasion, cause, and/or influence the public, RadiantGUARD's distributors, RadiantGUARD's retailers, RadiantGUARD's customers, and/or radiantguard.com website users to practice the inventions claimed in the '410 patent with the accused products, and thus directly infringe the '410 patent, either literally or by equivalents.

39. Since becoming aware of the '410 patent, RadiantGUARD has been willfully blind, has known, or should have known that the public's, the distributors', the retailers', the customers', and/or the website users' acts related to the accused products practice the inventions claimed in the '410 patent and directly infringe, either literally or by equivalents, at least claim 1 of the '410 patent.

40. For example, RadiantGUARD's inducements include knowingly inducing its customers and/or retailers to perform within the United States the steps of insulating one or more objects with an accused product. Through its website, RadiantGUARD offers and provides training and service support to its customers.¹ On information and belief, since becoming aware of the '410 patent, through providing support to its customers regarding insulating one or more objects, such as commercial or residential buildings requiring Class A standard insulation material, with an accused product, RadiantGUARD has known that its customers are performing the steps of insulating one or more objects with an accused product, and thereby directly infringing, at least claim 1 of the '410 patent. On information and belief, despite having this

¹ See <http://www.radiantguard.com/reflective-insulation.aspx>; <http://www.radiantguard.com/how-to-install-radiant-barrier.aspx#Walls>; & Reflex-Air Single Bubble Reflective Insulation model number RSB-48-125 (copies attached as **Exhibits F-I**).

knowledge of infringement, RadiantGUARD has continued to encourage its customers to insulate one or more objects with an accused product.

41. For these reasons, RadiantGUARD is liable for inducing infringement of at least claim 1 of the '410 patent under 35 U.S.C. § 271(b).

42. RadiantGUARD has profited through inducing infringement of the '410 patent. As a result of RadiantGUARD's unlawful infringement of the '410 patent, Promethean has suffered and will continue to suffer damage. Promethean is entitled to recover from RadiantGUARD damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

43. RadiantGUARD's inducement of infringement of the '410 patent is willful and deliberate, entitling Promethean to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this case under 35 U.S.C. § 285.

COUNT II INFRINGEMENT OF THE '411 PATENT

44. RadiantGUARD, on information and belief, makes, uses, sells, or offers to sell the accused products that infringe at least claim 1 of the '411 patent.

Inducement of Infringement by RadiantGUARD

45. Promethean incorporates by reference paragraphs 1–44 above as if fully set forth below.

46. At least as early as receipt of the September 20, 2011 letter, RadiantGUARD had actual knowledge of the '411 patent as a matter of law.

47. At least as early as receipt of the September 20, 2011 letter, RadiantGUARD was willfully blind towards the existence of the '411 patent.

48. On information and belief, in view of related Canadian litigation and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '411 patent as early as May 3, 2011, its date of issuance.

49. Since becoming aware of the '411 patent, RadiantGUARD has continued to intentionally, actively, and knowingly advertise about, import, export, sell, offer to sell, lease, and/or offer to lease one or more of the accused products through its websites, retailers, resellers, and distributors.

50. Since becoming aware of the '411 patent, RadiantGUARD's advertising and sales of one or more of the accused products has intentionally, actively, knowingly, and willfully contained and continue to contain instructions, directions, suggestions, and/or invitations that intentionally, actively, and knowingly invite, entice, lead on, influence, prevail on, move by persuasion, cause, and/or influence the public, RadiantGUARD's distributors, RadiantGUARD's retailers, RadiantGUARD's customers, and/or radiantguard.com website users to practice the inventions claimed in the '411 patent with the accused products, and thus directly infringe the '411 patent, either literally or by equivalents.

51. Since becoming aware of the '411 patent, RadiantGUARD has been willfully blind, has known, or should have known that the public's, the distributors', the retailers', the customers', and/or the website users' acts related to the accused products practice the inventions claimed in the '411 patent and directly infringe, either literally or by equivalents, at least claim 1 of the '411 patent.

52. For example, RadiantGUARD's inducements include knowingly inducing its customers and/or retailers to perform within the United States the steps of insulating one or more objects with an accused product. Through its website, RadiantGUARD offers and provides

training and service support to its customers.² On information and belief, since becoming aware of the '411 patent, through providing support to its customers regarding insulating one or more objects, such as commercial or residential buildings requiring Class A standard insulation material, with an accused product, RadiantGUARD has known that its customers are performing the steps of insulating one or more objects with an accused product, and thereby directly infringing, at least claim 1 of the '411 patent. On information and belief, despite having this knowledge of infringement, RadiantGUARD has continued to encourage its customers to insulate one or more objects with an accused product.

53. For these reasons, RadiantGUARD is liable for inducing infringement of at least claim 1 of the '411 patent under 35 U.S.C. § 271(b).

54. RadiantGUARD has profited through inducing infringement of the '411 patent. As a result of RadiantGUARD's unlawful infringement of the '411 patent, Promethean has suffered and will continue to suffer damage. Promethean is entitled to recover from RadiantGUARD damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

55. RadiantGUARD's inducement of infringement of the '411 patent is willful and deliberate, entitling Promethean to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this case under 35 U.S.C. § 285.

COUNT III INFRINGEMENT OF THE '871 PATENT

56. RadiantGUARD, on information and belief, makes, uses, sells, or offers to sell the accused products that infringe at least claim 18 of the '871 patent.

² See <http://www.radiantguard.com/reflective-insulation.aspx>; <http://www.radiantguard.com/how-to-install-radiant-barrier.aspx#Walls>; & Reflex-Air Single Bubble Reflective Insulation model number RSBR-48-125 (copies attached as **Exhibits F-I**).

Inducement of Infringement by RadiantGUARD

57. Promethean incorporates by reference paragraphs 1–56 above as if fully set forth below.

58. At least as early as receipt of the August 1, 2012 letter, RadiantGUARD had actual knowledge of the '871 patent as a matter of law.

59. At least as early as receipt of the August 1, 2012 letter, RadiantGUARD was willfully blind towards the existence of the '871 patent.

60. On information and belief, in view of related Canadian litigation and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '871 patent as early as July 17, 2012, its date of issuance.

61. Since becoming aware of the '871 patent, RadiantGUARD has continued to intentionally, actively, and knowingly advertise about, import, export, sell, offer to sell, lease, and/or offer to lease one or more of the accused products through its websites, retailers, resellers, and distributors.

62. Since becoming aware of the '871 patent, RadiantGUARD's advertising and sales of one or more of the accused products has intentionally, actively, knowingly, and willfully contained and continue to contain instructions, directions, suggestions, and/or invitations that intentionally, actively, and knowingly invite, entice, lead on, influence, prevail on, move by persuasion, cause, and/or influence the public, RadiantGUARD's distributors, RadiantGUARD's retailers, RadiantGUARD's customers, and/or radiantguard.com website users to practice the inventions claimed in the '871 patent with the accused products, and thus directly infringe the '871 patent, either literally or by equivalents.

63. Since becoming aware of the '871 patent, RadiantGUARD has been willfully blind, has known, or should have known that the public's, the distributors', the retailers', the customers', and/or the website users' acts related to the accused products practice the inventions claimed in the '871 patent and directly infringe, either literally or by equivalents, at least claim 1 of the '871 patent.

64. For example, RadiantGUARD's inducements include knowingly inducing its customers and/or retailers to perform within the United States the steps of insulating one or more objects with an accused product. Through its website, RadiantGUARD offers and provides training and service support to its customers.³ On information and belief, since becoming aware of the '871 patent, through providing support to its customers regarding insulating one or more objects, such as commercial or residential buildings requiring Class A standard insulation material, with an accused product, RadiantGUARD has known that its customers are performing the steps of insulating one or more objects with an accused product, and thereby directly infringing, at least claim 1 of the '871 patent. On information and belief, despite having this knowledge of infringement, RadiantGUARD has continued to encourage its customers to insulate one or more objects with an accused product.

65. For these reasons, RadiantGUARD is liable for inducing infringement of at least claim 1 of the '871 patent under 35 U.S.C. § 271(b).

66. RadiantGUARD has profited through inducing infringement of the '871 patent. As a result of RadiantGUARD's unlawful infringement of the '871 patent, Promethean has suffered and will continue to suffer damage. Promethean is entitled to recover from

³ See <http://www.radiantguard.com/reflective-insulation.aspx>; <http://www.radiantguard.com/how-to-install-radiant-barrier.aspx#Walls>; & Reflex-Air Single Bubble Reflective Insulation model number RSBR-48-125 (copies attached as **Exhibits F-I**).

RadiantGUARD damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

67. RadiantGUARD's inducement of infringement of the '871 patent is willful and deliberate, entitling Promethean to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this case under 35 U.S.C. § 285.

Contributory Infringement by RadiantGUARD

68. Promethean incorporates by reference paragraphs 1–67 above as if fully set forth below.

69. At least as early as receipt of the August 1, 2012 letter, RadiantGUARD had actual knowledge of the '871 patent as a matter of law.

70. At least as early as receipt of the August 1, 2012 letter, RadiantGUARD was willfully blind towards the existence of the '871 patent.

71. On information and belief, in view of related Canadian litigation and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '871 patent as early as July 17, 2012, its date of issuance.

72. Since becoming aware of the '871 patent, RadiantGUARD has intentionally, actively, and knowingly offered to sell or sold the accused products within the United States or imported the accused products into the United States.

73. By selling, offering to sell, and/or importing into the United States one or more of the accused products and the components thereof, RadiantGUARD has contributed to infringement by the public, the distributors, the retailers, the customers and the website users who import, export, make, use, sell, offer to sell, lease, and/or offer to lease one or more of the

accused products to practice the inventions claimed in the '871 patent, and thus directly infringe the '871 patent, either literally or under the doctrine of equivalents.

74. Since becoming aware of the '871 patent, RadiantGUARD has been willfully blind, has known, or should have known that the accused products are especially made and/or especially adapted for uses that infringe at least claim 18 of the '871 patent.

75. The accused products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

76. Since becoming aware of the '871 patent, RadiantGUARD has been willfully blind, has known, or should have known that the accused products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

77. For example, RadiantGUARD offers to sell and sells its customers and/or retailers the accused products. As demonstrated by the advertising and marketing materials available on RadiantGUARD's website for the accused products, the accused products have no substantial use other than use in conjunction with insulating one or more objects, such as commercial or residential buildings requiring a Class A standard thermal insulation, with an accused product.

78. For these reasons, RadiantGUARD is a contributory infringer of at least claim 18 of the '871 patent, either literally or under the doctrine of equivalents.

COUNT IV INFRINGEMENT OF THE '601 PATENT

79. RadiantGUARD, on information and belief, makes, uses, sells, or offers to sell the accused products that infringe at least claim 1 of the '601 patent.

Inducement of Infringement by RadiantGUARD

80. Promethean incorporates by reference paragraphs 1–79 above as if fully set forth below.

81. At least as early as the date of being served with the complaint in this case, RadiantGUARD had actual knowledge of the '601 patent as a matter of law.

82. At least as early as the date of being served with the complaint in this case, RadiantGUARD was willfully blind towards the existence of the '601 patent.

83. On information and belief, in view of related Canadian litigation, prior licensing discussions, and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '601 patent as early as December 11, 2012, its date of issuance.

84. Since becoming aware of the '601 patent, RadiantGUARD has continued to intentionally, actively, and knowingly advertise about, import, export, sell, offer to sell, lease, and/or offer to lease one or more of the accused products through its websites, retailers, resellers, and distributors.

85. Since becoming aware of the '601 patent, RadiantGUARD's advertising and sales of one or more of the accused products has intentionally, actively, knowingly, and willfully contained and continue to contain instructions, directions, suggestions, and/or invitations that intentionally, actively, and knowingly invite, entice, lead on, influence, prevail on, move by persuasion, cause, and/or influence the public, RadiantGUARD's distributors, RadiantGUARD's retailers, RadiantGUARD's customers, and/or radiantguard.com website users to practice the inventions claimed in the '601 patent with the accused products, and thus directly infringe the '601 patent, either literally or by equivalents.

86. Since becoming aware of the '601 patent, RadiantGUARD has been willfully blind, has known, or should have known that the public's, the distributors', the retailers', the customers', and/or the website users' acts related to the accused products practice the inventions

claimed in the '601 patent and directly infringe, either literally or by equivalents, at least claim 1 of the '601 patent.

87. For example, RadiantGUARD's inducements include knowingly inducing its customers and/or retailers to perform within the United States the steps of insulating one or more objects with an accused product. Through its website, RadiantGUARD offers and provides training and service support to its customers.⁴ On information and belief, since becoming aware of the '601 patent, through providing support to its customers regarding insulating one or more objects, such as commercial or residential buildings requiring Class A standard insulation material, with an accused product, RadiantGUARD has known that its customers are performing the steps of insulating one or more objects with an accused product, and thereby directly infringing, at least claim 1 of the '601 patent. On information and belief, despite having this knowledge of infringement, RadiantGUARD has continued to encourage its customers to insulate one or more objects with an accused product.

88. For these reasons, RadiantGUARD is liable for inducing infringement of at least claim 1 of the '601 patent under 35 U.S.C. § 271(b).

89. RadiantGUARD has profited through inducing infringement of the '601 patent. As a result of RadiantGUARD's unlawful infringement of the '601 patent, Promethean has suffered and will continue to suffer damage. Promethean is entitled to recover from RadiantGUARD damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

⁴ See <http://www.radiantguard.com/reflective-insulation.aspx>; <http://www.radiantguard.com/how-to-install-radiant-barrier.aspx#Walls>; & Reflex-Air Single Bubble Reflective Insulation model number RSB-48-125 (copies attached as **Exhibits F-I**).

90. RadiantGUARD's inducement of infringement of the '601 patent is willful and deliberate, entitling Promethean to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this case under 35 U.S.C. § 285.

**COUNT V
INFRINGEMENT OF THE '614 PATENT**

91. RadiantGUARD, on information and belief, makes, uses, sells, or offers to sell the accused products that infringe at least claim 14 of the '614 patent.

Inducement of Infringement by RadiantGUARD

92. Promethean incorporates by reference paragraphs 1–91 above as if fully set forth below.

93. At least as early as the date of being served with the complaint in this case, RadiantGUARD had actual knowledge of the '614 patent as a matter of law.

94. At least as early as the date of being served with the complaint in this case, RadiantGUARD was willfully blind towards the existence of the '614 patent.

95. On information and belief, in view of related Canadian litigation, prior licensing discussions, and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '614 patent as early as January 1, 2013, its date of issuance.

96. Since becoming aware of the '614 patent, RadiantGUARD has continued to intentionally, actively, and knowingly advertise about, import, export, sell, offer to sell, lease, and/or offer to lease one or more of the accused products through its websites, retailers, resellers, and distributors.

97. Since becoming aware of the '614 patent, RadiantGUARD's advertising and sales of one or more of the accused products has intentionally, actively, knowingly, and willfully contained and continue to contain instructions, directions, suggestions, and/or invitations that

intentionally, actively, and knowingly invite, entice, lead on, influence, prevail on, move by persuasion, cause, and/or influence the public, RadiantGUARD's distributors, RadiantGUARD's retailers, RadiantGUARD's customers, and/or radiantguard.com website users to practice the inventions claimed in the '614 patent with the accused products, and thus directly infringe the '614 patent, either literally or by equivalents.

98. Since becoming aware of the '614 patent, RadiantGUARD has been willfully blind, has known, or should have known that the public's, the distributors', the retailers', the customers', and/or the website users' acts related to the accused products practice the inventions claimed in the '614 patent and directly infringe, either literally or by equivalents, at least claim 1 of the '614 patent.

99. For example, RadiantGUARD's inducements include knowingly inducing its customers and/or retailers to perform within the United States the steps of insulating one or more objects with an accused product. Through its website, RadiantGUARD offers and provides training and service support to its customers.⁵ On information and belief, since becoming aware of the '614 patent, through providing support to its customers regarding insulating one or more objects, such as commercial or residential buildings requiring Class A standard insulation material, with an accused product, RadiantGUARD has known that its customers are performing the steps of insulating one or more objects with an accused product, and thereby directly infringing, at least claim 1 of the '614 patent. On information and belief, despite having this knowledge of infringement, RadiantGUARD has continued to encourage its customers to insulate one or more objects with an accused product.

⁵ See <http://www.radiantguard.com/reflective-insulation.aspx>; <http://www.radiantguard.com/how-to-install-radiant-barrier.aspx#Walls>; & Reflex-Air Single Bubble Reflective Insulation model number RSB-48-125 (copies attached as **Exhibits F-I**).

100. For these reasons, RadiantGUARD is liable for inducing infringement of at least claim 1 of the '614 patent under 35 U.S.C. § 271(b).

101. RadiantGUARD has profited through inducing infringement of the '614 patent. As a result of RadiantGUARD's unlawful infringement of the '614 patent, Promethean has suffered and will continue to suffer damage. Promethean is entitled to recover from RadiantGUARD damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

102. RadiantGUARD's inducement of infringement of the '614 patent is willful and deliberate, entitling Promethean to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this case under 35 U.S.C. § 285.

Contributory Infringement by RadiantGUARD

103. Promethean incorporates by reference paragraphs 1–102 above as if fully set forth below.

104. At least as early as the date of being served with the complaint in this case, RadiantGUARD had actual knowledge of the '614 patent as a matter of law.

105. At least as early as the date of being served with the complaint in this case, RadiantGUARD was willfully blind towards the existence of the '614 patent.

106. On information and belief, in view of related Canadian litigation, prior licensing discussions, and the close-knit nature of the reflective insulation industry, RadiantGUARD may have had actual knowledge of the '614 patent as early as January 1, 2013, its date of issuance.

107. Since becoming aware of the '614 patent, RadiantGUARD has intentionally, actively, and knowingly offered to sell or sold the accused products within the United States or imported the accused products into the United States.

108. By selling, offering to sell, and/or importing into the United States one or more of the accused products and the components thereof, RadiantGUARD has contributed to infringement by the public, the distributors, the retailers, the customers and the website users who import, export, make, use, sell, offer to sell, lease, and/or offer to lease one or more of the accused products to practice the inventions claimed in the '614 patent, and thus directly infringe the '614 patent, either literally or under the doctrine of equivalents.

109. Since becoming aware of the '614 patent, RadiantGUARD has been willfully blind, have known, or should have known that the accused products are especially made and/or especially adapted for uses that infringe at least claim 14 of the '614 patent.

110. The accused products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

111. Since becoming aware of the '614 patent, RadiantGUARD has been willfully blind, have known, or should have known that the accused products are not a staple article or commodity of commerce suitable for substantial noninfringing use.

112. For example, RadiantGUARD offers to sell and sells its customers and/or retailers the accused products. As demonstrated by the advertising and marketing materials available on RadiantGUARD's website for the accused products, the accused products have no substantial use other than use in conjunction with insulating one or more objects, such as commercial or residential buildings requiring Class A standard thermal insulation, with an accused product.

113. For these reasons, RadiantGUARD is a contributory infringer of at least claim 14 of the '614 patent, either literally or under the doctrine of equivalents.

PRAYER FOR RELIEF

WHEREFORE, Promethean prays for the following relief against RadiantGUARD:

- A. A judgment that RadiantGUARD has induced others to infringe the '410 patent, the '411 patent, the '871 patent, the '601 patent, and the '614 patent;
- B. A judgment that RadiantGUARD has contributed to the infringement of the '871 patent and the '614 patent;
- C. An award of all damages recoverable under the laws of the United States in an amount to be proven at trial;
- D. An award of treble damages pursuant to 35 U.S.C. § 284 against RadiantGUARD as a result of RadiantGUARD's willful infringement;
- E. A judgment and order requiring RadiantGUARD has to pay Promethean pre-judgment and post-judgment interest on the full amounts of the damages awarded;
- F. A judgment and order requiring RadiantGUARD has to pay the costs of this case (including all disbursements) and attorneys' fees provided by 35 U.S.C. § 285, with prejudgment interest; and
- G. Such other and further relief as this Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Respectfully submitted,

Date: December 23, 2013

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