

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ALAN STUART, TRUSTEE FOR THE CECIL G.
STUART AND DONNA M. STUART REVOCABLE
LIVING TRUST AGREEMENT, and

CDS DEVELOPMENT LLC,
4923 State Route 151
Mingo Junction, Ohio 43938

Plaintiffs,

v.

RPM INTERNATIONAL, INC.,
2628 Pearl Road
Medina, Ohio 44256

RUST-OLEUM CORPORATION,

WIPE NEW LLC, and

THE AVENTO CORP.,
945 Seahawks Circle
Virginia Beach, Virginia 23452

Defendants.

Case No: 2:16-cv-00622

Chief Judge Edmund A. Sargus, Jr.

Magistrate Judge Kemp

FIRST AMENDED COMPLAINT

(Jury Demand Endorsed Hereon)

Plaintiffs Alan Stuart, Trustee for The Cecil G. Stuart and Donna M. Stuart Revocable Living Trust Agreement (“the Trust”) and CDS Development LLC (“CDS Development”) bring this action against RPM International, Inc., (“RPM”), Rust-Oleum Corporation (“Rust-Oleum”), Wipe New LLC (“Wipe New LLC”), and The Avento Corp. (“Avento”) (collectively “Defendants”) pursuant to 35 U.S.C. § 1 *et seq.* seeking injunctive relief and damages against Defendants for infringement of U.S. Patent No. 6,669,991 (“the Stuart Patent”).

NATURE OF ACTION

1. Vinyl siding is a widely-used exterior wall material on homes in the United States. Vinyl is a plastic, and like many plastics, it can be dissolved by chemical solvents. Prior to the invention described in the Stuart Patent, it was widely recognized that attempting to clean vinyl siding with chemical solvents could damage the siding.

2. An additional characteristic of vinyl siding is that its color fades. Over time, as the original color fades, a chalky, white layer develops on the exterior of the siding. This color loss was believed to be irreversible.

3. Alan Stuart, the inventor of the patent-in-suit, has a home with vinyl siding. He tried, and failed, to clean the grease generated by his grill off his siding with a recommended water-based cleaner. Mr. Stuart took an unconventional approach to complete his chore. He mixed together an assortment of chemical products, including paint thinner, acetone, xylene, and urethane reducer, contrary to all instruction. After wiping down the greasy wall with his mixture, he was astonished by what he saw. Not only was the grease gone, but the underlying color of the vinyl was restored. The faded, chalky surface had been rejuvenated, and the siding looked like new again. For days, weeks, months, and even years, the siding retained its rejuvenated look.

4. Mr. Stuart patented his method of rejuvenating vinyl siding, which is protected by U.S. Patent No. 6,669,991 (“the Stuart Patent”), issued on December 30, 2003, entitled *Method and Composition for Rejuvenating Weathered Polymeric Materials*. A copy of the Stuart Patent is attached as Exhibit A. The Stuart Patent is valid and enforceable.

5. CDS Development owns all right, title and interest in and to the Stuart Patent and to collect damages and otherwise enforce the Stuart Patent.

6. Mr. Stuart sought to license his technology to established chemical companies, including Zinsser Co, Inc. (“Zinsser”), formally a subsidiary of RPM. Mr. Stuart entrusted Zinsser with several gallons of his solution, and notified Zinsser of his patent protection. In 2004, in declining to license Mr. Stuart’s technology, Zinsser noted its “enthusiasm” of the prospect of taking this product to market, but explained that it would be a challenge to establish sales with such a “new-to-the-world” product.

7. Undaunted, Mr. Stuart commercialized the product himself under the trade name New Side. He has been selling New Side since the early 2000s. Mr. Stuart currently commercializes New Side through CDS Development.

8. Zinsser’s reluctance to take on a “new-to-the-world” product was eventually overcome, after its parent company, RPM, orchestrated the merger of Zinsser with another one of its subsidiaries, Rust-Oleum. Despite its knowledge of the Stuart Patent, RPM allowed Rust-Oleum to proceed with marketing infringing formulations, including products with the trade names NeverWet and ReColor, which is jointly marketed with Wipe New LLC and Avento. Both NeverWet and ReColor are specified for treatment of vinyl siding. Avento and Wipe New LLC also sell a similar product, Wipe New (Home & Outdoor). The Defendants have persisted in selling these products, and others, without authorization. To redress the irreparable harm that CDS Development is facing in the sale of its patented technology, Defendants must be enjoined from further sales of their infringing products for use with vinyl siding, in addition to payment of monetary damages.

THE PARTIES

9. Alan Stuart is Trustee of The Cecil G. Stuart and Donna M. Stuart Revocable Living Trust Agreement (“the Trust”), and he resides at 4923 State Route 151, Mingo Junction,

Ohio 43938. The address of the Trust is 3733 State Route 151, Mingo Junction, Ohio 43938. The Trust is established under the laws of the State of Ohio. From 2003 to 2016, the Trust held ownership of the Stuart Patent.

10. CDS Development is a limited liability company formed under the laws of Delaware. Its shareholders are the Trust and Alan Stuart. The principal place of business for CDS Development is 4923 State Route 151, Mingo Junction, Ohio 43938. CDS Development now owns the Stuart Patent. CDS Development also commercializes the New Side vinyl rejuvenating product.

11. Upon information and belief, Defendant RPM is a corporation organized under the laws of the State of Delaware, having its principal place of business at 2628 Pearl Road, Medina, Ohio 44256. Upon information and belief, RPM is the parent corporation of Defendant Rust-Oleum.

12. Upon information and belief, Defendant Rust-Oleum is a corporation formed under the laws of the State of Illinois, having its principal place of business located at 11 Hawthorn Parkway, Vernon Hills, Illinois 60061.

13. Upon information and belief, Defendant Wipe New LLC is a limited liability company formed under the laws of the State of Virginia, having its principal place of business located at 945 Seahawks Circle, Virginia Beach, Virginia 23452.

14. Upon information and belief, Defendant Avento is a corporation formed under the laws of the State of Virginia, having its principal place of business located at 945 Seahawks Circle, Virginia Beach, Virginia 23452.

15. Mr. Stuart and CDS Development compete against Defendants for customers who desire products for rejuvenating their vinyl siding.

JURISDICTIONAL STATEMENT

16. This action arises under the Federal patent laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. § 271.
17. This Court has original jurisdiction over the subject matter of this action under at least 28 U.S.C. §§ 1331 and 1338(a).
18. This Court has personal jurisdiction over Defendants because Defendants have purposefully availed themselves of the privileges and benefits of the laws of the State of Ohio.
19. Upon information and belief, according to whois, RPM owns the domains www.rustoleum.com and www.wipenew.com.
20. RPM is headquartered in the State of Ohio, with facilities in this judicial district, including a plant of its subsidiary, Tremco, in Reynoldsburg.
21. Through RPM's domain names www.rustoleum.com and www.wipenew.com, Defendants jointly market "Rust-Oleum ReColor by WipeNew," ("ReColor") which infringes the Stuart Patent when used on vinyl siding. These internet domains owned by RPM host videos that specifically instruct customers to apply ReColor to vinyl siding to restore the original factory color.
22. Defendants actively advertise ReColor on television throughout the United States, including in this judicial district. In fact, the Biannual DRTV Industry Report (2016 Midyar) states that Avento has purchased 3,261 airings of its 120-second commercial for ReColor, which



are broadcast on over 54 networks and reach 97% of the country. See <http://www.drmetrix.com/adsphere-biannual-report.html>. The television advertisements specifically encourage the use of ReColor on vinyl siding. Defendants have sold ReColor in retail stores in this judicial district. For example, ReColor has been sold at the Home Depot in Reynoldsburg, and at Menards in Columbus. ReColor is also available in this judicial district through on-line retailers such as Amazon. Defendants derive substantial revenue through these various channels of advertising and ReColor sales in this judicial district.

23. On information and belief, RPM and Rust-Oleum jointly market NeverWet online through RPM's internet domain, where they describe it as "suitable for use on . . . vinyl siding" See <http://www.rustoleum.com/en/rustoleum/product-catalog/consumer-brands/neverwet/neverwet-kit>.

RPM and Rust-Oleum have sold NeverWet in retail stores in this judicial district, including the Lowe's in Steubenville.



Further, RPM and Rust-Oleum make NeverWet available in this judicial district through on-line retailers such as Amazon. RPM and Rust-Oleum also make NeverWet available in this judicial district utilizing a number of distributors, including Grainger.

See <http://complyplus.grainger.com/granger/msds.asp?sheetid=4070593> and

<https://m.grainger.com/mobile/product/RUST-OLEUM-Clear-Neverwet-Top-Coat-29EK21>.

24. On information and belief, Wipe New LLC, and its related company Avento, commercialize Wipe New (Home & Outdoor) in this judicial district, including via online retailers.

See <https://www.amazon.com/Wipe-New->



Outdoors-Restores-Fiberglass/dp/B00K6MMQ72/ref=sr_1_1?ie=UTF8&qid=1476138888
&sr=8-1&keywords=wipe+new+home+and+outdoor.

25. On information and belief, the control and management of intellectual property for Zinsser was performed through RPM and/or Zinsser Brands Company, in Medina, Ohio, including review of the non-disclosure agreement under which Mr. Stuart shared his technology with Zinsser. On information and belief, this same team would have been responsible for coordinating the merger of Zinsser with Rust-Oleum, including the transfer of know-how relating to intellectual property, including in relation to Mr. Stuart's technology. That merger occurred on or about December 31, 2008, well after Mr. Stuart had obtained his patent and notified Zinsser of his protections.

26. For the foregoing reasons, this Court's exercise of personal jurisdiction over Defendants is proper under the Constitution and the laws of the State of Ohio.

27. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) and 28 U.S.C. § 1400 as a substantial part of the events or omissions giving rise to the claims have occurred in this district. Furthermore, for the foregoing reasons, venue is proper in this judicial district.

ADDITIONAL FACTUAL BACKGROUND

A. Events leading up to this suit.

28. For decades, the Vinyl Siding Institute has specified that vinyl siding should be treated with water-based cleaners. The Vinyl Siding Institute expressly instructs the public NOT to use organic solvents, explaining that these compounds could affect the surface of the siding.

29. Mr. Stuart upended this conventional wisdom. Confronting the grease that his grill had spattered over his vinyl siding, he used an approved water-based cleaner, which simply smeared the grease on the vinyl. He washed it instead with his mixture of organic solvents, contrary to common knowledge and established instructions.

30. Mr. Stuart's efforts to address his vinyl siding resulted in an astonishing discovery, that faded vinyl siding could be rejuvenated when treated with his blend of organic solvents. This treatment has the effect of replasticizing the vinyl siding, allowing colored pigments to rise back to the surface, thus restoring factory color and making the siding look brand new.

31. Mr. Stuart applied for patent protection, filing U.S. Application No. 10/102,714 on March 22, 2002. This matured into U.S. Patent No. 6,669,991, which issued on December 30, 2003 ("the Stuart Patent"). In 2003, Mr. Stuart assigned his patent rights to his family trust, the Cecil G. Stuart and Donna M. Stuart Revocable Living Trust ("the Trust"). In October 2016, the patent was subsequently assigned to plaintiff CDS Development.

32. Mr. Stuart also began commercializing his product, which he named New Side. He has been selling New Side through one or more of his entities since the early 2000's. New Side is currently being sold through plaintiff CDS Development.

33. During the course of obtaining patent protection, Mr. Stuart entered negotiations with major chemical companies, including Zinsser. His discussions with Zinsser included review of the non-disclosure agreement by personnel at RPM and/or Zinsser Brands Co., based in Medina Ohio, which was responsible for intellectual property matters concerning Zinsser.

34. In the course of these discussions, Mr. Stuart provided Zinsser with several gallons of New Side. Mr. Stuart, through his patent counsel, Mr. Art Reginelli, notified Zinsser of his patent rights.

35. Zinsser ultimately declined to license Mr. Stuart's technology. In correspondence dated June 28, 2004, Bob Lyons, Zinsser's Director of Products/Business Development wrote: "As described in my April 22nd letter, Zinsser's enthusiasm over the prospects of taking

Newside to market is tempered by our past experience in trying to establish sales for such a ‘new-to-the-world’ product.”

36. On or about December 31, 2008, Zinsser’s parent, RPM, coordinated the merger of Zinsser with Rust-Oleum, another RPM subsidiary. Through this process, the intellectual property knowledge of Zinsser, including through Ohio-based Zinsser Brands and/or RPM, was subsumed and imputed to Rust-Oleum.

B. The accused products and infringing acts.

1. ReColor’s intended use infringes the Stuart Patent.

37. On or around 2013, Rust-Oleum began commercializing ReColor in collaboration with defendant Wipe New LLC (and on information and belief, its related company Avento), branding the product “Rust-Oleum ReColor by Wipe New.” ReColor is marketed through at least two internet domains owned by RPM: www.wipenew.com and www.rustoleum.com.

38. The Wipe New LLC homepage promotes “Rust-Oleum Wipe New ReColor.” The web page lists various household surfaces that “ReColor by Wipe New restores and protects.” The first bullet point listed is “shutters and sidings” and specifies “vinyl” among the surfaces it protects. The webpage displays the familiar “As Seen On TV” logo, with a link to a promotional video, described below.

39. Avento sold the product throughout the United States through various supply chains. Avento boasts that it “recognized the potential of this unprecedented new technology, branded it Wipe New®, and set out to make it a household name.” Furthermore, Avento asserts: “The Avento team quickly established a supply chain to support both retail and direct to consumer sales and in less than a year, Wipe New was available for purchase from every major retailer nationwide with international markets taking notice.”

40. The Rust-Oleum website (www.rustoleum.com/product-catalog/consumer-brands/wipe-new/) promotes “Wipe New” and lists “vinyl siding” among the “ideal uses” for the product. The webpage lists “ReColor” among the Wipe New product line. Clicking the “ReColor” link brings up a new page that explains that “Wipe New ReColor instantly restores color and shine to your faded surface.”

41. The Rust-Oleum website encourages customers to find helpful tips and “ReColor by Wipe New demos” by visiting the product’s YouTube channel (YouTube.com/WipeNew). This YouTube channel displays the video of a commercial that is broadcast nationwide on television, including in this judicial district.

42. The video encourages customers to use ReColor to restore vinyl siding. The video states: “Watch closely as I treat this vinyl siding. The untreated area is immediately ruined by this permanent marker. But, the ReColor repels the marker, it wipes right off.”

43. The video further touts the ability of ReColor to bring back the original color of faded vinyl: “It perfectly matches the original color, because it IS the original color.”

44. The MSDS discloses the following chemicals as being hazardous substances contained in ReColor: tert-Butyl Acetate; 1-Chloro-4-(Trifluoromethyl)Benzene; and Benzaldehyde. The variant sold in California (Wipe New 6PK ReColor CA COM) has an MSDS page that lists 1-Chloro-4-(Trifluoromethyl)Benzene and Benzaldehyde as hazardous substances. These listed chemicals are organic solvents. Furthermore, they have solubility parameters between about 8.0 and about 10.6 (cal/cm³)^{1/2}. These are parameters specified in claim 1 of the Stuart Patent.

45. Based on the weight percentages specified on the MSDS published by Rust-Oleum, the ReColor composition comprises from about 50 to about 100 percent by weight of an

organic solvent component that is an ether, a heterocyclic ether, an aldehyde, a ketone, an ester, a chlorinated hydrocarbon, an amide, a cyclic amide, a compound that is both an ether and an ester, or a mixture thereof. For example, tert-Butyl acetate is an ester, and benzaldehyde is an aldehyde. These are parameters specified in claim 20 of the Stuart Patent.

46. Using ReColor on vinyl siding, or inducing others to use Recolor on vinyl siding infringes at least independent method claims 1 and 20 of the Stuart Patent, and claims that depend thereon.

2. *NeverWet's intended use infringes the Stuart Patent.*

47. NeverWet is marketed by Rust-Oleum in collaboration with RPM. For example, RPM owns the internet domain www.rustoleum.com, through which NeverWet is commercialized.

48. Defendant RPM touted the launch of NeverWet, timing an increased stock dividend for its shareholders with the release of this new product which RPM hoped would boost revenues. RPM handed out samples of NeverWet at that corporate meeting in Ohio announcing the increased stock dividend.

49. NeverWet is sold in a variety of forms, including in gallon-sized containers, which on information and belief are representative of the other NeverWet formats, for purposes of this case. Rust-Oleum sells a base coat and a top coat, both recommended for use on vinyl siding.

50. The NeverWet Safety Data Sheet ("SDS") specifies that the base coat consists of 95% by weight 1-chloro-4(trifluoromethyl) benzene. This is an organic solvent, having a solubility parameter between about 8.0 and about 10.6 (cal/cm³)^{1/2}.

51. The SDS for the top coat specifies that it consists of 75-100% acetone. This organic solvent is a ketone, and has a solubility parameter between about 8.0 and about 10.6 $(\text{cal}/\text{cm}^3)^{1/2}$.

52. Using NeverWet on vinyl siding, or inducing others to use NeverWet on vinyl siding infringes at least independent method claims 1 and 20 of the Stuart Patent, and claims that depend thereon.

3. *Wipe New (Home & Outdoor)'s intended use infringes the Stuart Patent.*

53. Wipe New (Home & Outdoor) is sold by Wipe New LLC, in connection with Avento, which established the nationwide distribution channels for the product.

54. RPM promotes Wipe New (Home & Outdoors) through the website domain that it owns, www.wipenewblog.com, including at the following URL: <http://www.wipenewblog.com/wipe-new-restore-instructions/>.

55. At the top of the list of surfaces that Wipe New (Home & Outdoor) purportedly “restores and protects,” Wipe New LLC lists “vinyl.” Indeed, the product packaging for the “Easy to Use Wipe-It Kit” depicts a house with what appears to be vinyl siding. The Amazon promotion site states that the product “Restores vinyl, plastic, metal, stone, fiberglass and more.”

56. The Material Safety Data Sheet (“MSDS”) for the “Wipe New Wipe It” product lists 1-chloro-4-(trifluoromethyl) benzene and tert-Butyl acetate among the product’s ingredients.

57. These listed chemicals are organic solvents. Furthermore, they have solubility parameters between about 8.0 and about 10.6 $(\text{cal}/\text{cm}^3)^{1/2}$.

58. Applying Wipe New (Home & Outdoor) to vinyl siding, and inducing others to use the product on vinyl siding, constitutes an infringement of at least independent claim 1 of the Stuart Patent, and claims dependent thereon.

FIRST COUNT

Direct patent infringement of the Stuart Patent against all Defendants

59. The allegations in all preceding paragraphs are hereby re-alleged.

60. Upon information and belief, Defendants use, practice or perform at least independent method claims 1, 20 and the claims that depend thereon of the Stuart Patent, individually or jointly, in violation of 35 U.S.C. § 271(a).

61. Defendants directly infringe at least through internal development, testing, and quality control, as well as in the process of demonstrating, selling, and marketing of ReColor and NeverWet. More specifically, on information and belief all Defendants directly infringe one or more claims of the Stuart patent through their commercialization of ReColor. Furthermore, on information and belief, at least Rust-Oleum and RPM directly infringe one or more claims of the Stuart Patent through their commercialization of NeverWet. And on information and belief, at least Defendants Wipe New LLC and Avento infringe one or more claims of the Stuart Patent through their commercialization of Wipe New (Home & Outdoor).

62. Plaintiffs have sustained damages and will continue to sustain damages as a result of Defendants' aforementioned acts of infringement.

63. Plaintiffs are entitled to recover damages sustained as a result of Defendants' wrongful acts in an amount to be proven at trial, and in no event less than a reasonable royalty.

64. Upon information and belief, Defendants' infringement of the Stuart Patent has been and continues to be willful and deliberate. Defendants have willfully infringed the Stuart Patent, entitling plaintiffs to increased damages under 35 U.S.C. § 284 and to attorney's fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

65. Monetary relief alone is inadequate to fully address the irreparable injury that Defendants' actions have caused and will continue to cause plaintiffs if the Court does not enjoin

Defendants' use of the Stuart Patent. Further, plaintiffs request removal of any references to the application of ReColor, NeverWet, and/or Wipe New (Home & Outdoor) on vinyl siding on all sales or marketing material.

SECOND COUNT

Inducing patent infringement of the Stuart Patent against all Defendants

66. The allegations in all preceding paragraphs are hereby re-alleged.

67. Upon information and belief, Defendants induce direct infringement in others to use, practice or perform at least independent method claims 1, 20 and the claims that depend thereon of the Stuart Patent, individually or jointly, in violation of 35 U.S.C. § 271(b).

68. For example, all Defendants induce end-users to use the specified products (e.g., ReColor, NeverWet, and Wipe New (Home & Outdoor)) on vinyl siding to rejuvenate its appearance. The television ads, videos, and other promotion material referenced above specifically encourage users to apply the specified products to vinyl siding to restore the vinyl's original color. More specifically, all Defendants induce directly infringing acts in others based on ReColor. At least RPM and Rust-Oleum induce directly infringing acts in others based on NeverWet. And at least Wipe New LLC, Avento, and RPM induce directly infringing acts in others based on Wipe New (Home & Outdoors).

69. Upon information and belief, RPM had knowledge of the Stuart Patent, or was willfully blind to it, as early as 2004, through Mr. Stuart's negotiations with Zinsser, when RPM/Zinsser Brands were included in reviewing aspects of those negotiations.

70. Upon information and belief, Rust-Oleum had knowledge of the Stuart Patent, or was willfully blind to it, as early as 2008, when it merged with Zinsser and thus acquired Zinsser's knowledge of the Stuart Patent.

71. Upon information and belief, defendants Wipe New LLC and Avento had knowledge of the Stuart Patent, or were willfully blind to it, at least as early as June 2016, when the original complaint was filed in this lawsuit. Avento would have received notice of the patent, or would have been willfully blind to it, due to the overlapping executives between Wipe New LLC and Avento, including Tony Bender.

72. Plaintiffs have sustained damages and will continue to sustain damages as a result of Defendants' aforementioned acts of induced infringement.

73. Plaintiffs are entitled to recover damages sustained as a result of Defendants' wrongful acts in an amount to be proven at trial, and in no event less than a reasonable royalty.

74. Upon information and belief, Defendants' induced infringement of the Stuart Patent has been and continues to be willful and deliberate. Defendants have willfully infringed the Stuart Patent, entitling plaintiffs to increased damages under 35 U.S.C. § 284 and to attorney's fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

75. Monetary relief alone is inadequate to fully address the irreparable injury that Defendants' actions have caused and will continue to cause plaintiffs if the Court does not enjoin Defendants' use of the Stuart Patent. Further, plaintiffs request removal of any references to the application of ReColor, NeverWet, and or Wipe New (Home & Outdoor) on vinyl siding on all sales or marketing material.

DEMAND FOR JURY TRIAL

76. Plaintiffs, under Rule 38 of the Federal Rules of Civil Procedure, request a trial by jury of any issues so triable.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray for judgment and relief as follows:

1. A judgment finding Defendants jointly and severally liable for infringement, whether direct or indirect, of the claims of the Stuart Patent;
2. An order of this Court temporarily, preliminarily, and permanently enjoining Defendants, their agents, servants, and any and all parties acting in concert with any of them, from directly or indirectly infringing in any manner any of the claims of the Stuart Patent, pursuant at least to 35 U.S.C. § 283;
3. An order that Defendants deliver for destruction any and all materials in their possession, custody or control, including but not limited to signs, packages, forms, advertisement, business cards, letterheads, circulars, hang tags, packages, boxes or receptacles, and other representations or means for reproducing the same, that make reference to or depict the NeverWet or Recolor or Wipe New (Home & Outdoor) products, or any similar products commercialized by Defendants, in a way that induces infringement of the Stuart Patent, including use of these products on vinyl siding;
4. An award of damages adequate to compensate plaintiffs for Defendants' infringement of the Stuart Patent, in an amount to be proven at trial, and in any event no less than a reasonable royalty, together with pre-judgment interest and post-judgment interest;
5. A judgment holding Defendants' infringement of the Stuart Patent to be willful and deliberate, and an award of treble damages pursuant to at least 35 U.S.C. § 284;
6. A judgment that this is an exceptional case and that plaintiffs be awarded their attorneys' fees and expenses, pursuant to at least 35 U.S.C. § 285;
7. An award of costs in bringing this action, pursuant to all applicable statutory and common law, including at least 35 U.S.C. § 284;
8. An award of interest on each and every damage award;

9. Such other and further relief as the Court may deem just and proper.

Dated: October 14, 2016

/s/ Shawn J. Organ
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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5 and other applicable law, the undersigned hereby certifies that on October 14, 2016, the foregoing document was electronically filed with the Clerk of Court using the CM/ECF system and served by the CM/ECF system and email on the following:

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Stuart Revocable Living Trust Agreement, and CDS
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