

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

NSX OPERATING CO., LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	<b>CIVIL ACTION NO.</b>
	)	
ANDERSON & VREELAND, INC.,	)	
	)	<b>JURY TRIAL DEMANDED</b>
Defendant.	)	
_____	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff NSX Operating Co., LLC (“NSX” or “Plaintiff”) files this Complaint against Defendant Anderson & Vreeland, Inc. (“Anderson & Vreeland” or “Defendant”) and, in support thereof, alleges as follows:

**NATURE AND BASIS OF ACTION**

1. This is a civil action for Anderson & Vreeland’s infringement of United States Patent Nos. 6,162,593 and 6,682,877 (collectively, “the Asserted Patents”). This action arises under the patent laws of the United States, 35 U.S.C. §§ 100, *et seq.*
2. NSX seeks, among other things, injunctive relief, monetary damages, punitive damages, and recovery of NSX’s costs and reasonable attorneys’ fees incurred in connection with this action.

### **PARTIES**

3. Plaintiff NSX Operating Co., LLC is a corporation organized and existing under the laws of the State of Delaware. NSX is registered to do business in the State of Georgia and maintains its principal place of business at 1184 Logan Circle, Atlanta, Georgia 30318.
4. Upon information and belief, Defendant Anderson & Vreeland, Inc. is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business at 15348 US Highway 127 Ew, Bryan, Ohio 43506.
5. Anderson & Vreeland is registered to do business in the State of Georgia as Anderson-Vreeland-South and has a registered agent at 4630 C. Frederick Drive SW, Atlanta, Georgia 30336.
6. Upon information and belief, Anderson & Vreeland is a manufacturer and/or distributor of flexographic printers and supplies and is in the business of developing, making, having made, marketing, distributing, offering to sell, and selling photopolymer printing plate developing solvents, including AVSolve Solution (“AVSolve”) and AVSolve II + Solution (“AVSolve II +”), in the United States.

### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338 because this case arises under the United States Patent Act, 35 U.S.C. §§ 100 *et seq.*
8. This Court has personal jurisdiction over Anderson & Vreeland because Anderson & Vreeland transacts business within the State of Georgia including, but not limited to, contracting to supply goods or services in the State of Georgia, engaging in acts of patent infringement within the State of Georgia, engaging in acts outside the State of Georgia causing injury within the State, and engaging in tortious acts within the State of Georgia.
9. Anderson & Vreeland has purposefully and voluntarily placed its product(s) (including AVSolve II +), or caused its product(s) to be placed, into the stream of commerce with the expectation that they will be purchased by consumers in this District. As such, Anderson & Vreeland has established minimum contacts with the forum such that the exercise of jurisdiction over Anderson & Vreeland would not offend traditional notions of fair play and substantial justice.
10. This Court has personal jurisdiction over Anderson & Vreeland because Anderson & Vreeland has continuous and systematic contacts within this

State. Anderson & Vreeland: (1) has a corporate presence in this State, including a warehouse, real property, personal property, and employees; (2) intentionally and actively markets and provides its flexographic printers and supplies, including AVSolve II +, to residents of this State; (3) maintains an active sales force in this State; and (4) enjoys substantial revenues from sales of its products and services in this State.

11. Anderson & Vreeland maintains a regional showroom and warehouse in this State and judicial district, located at 2196 Sweetwater Industrial Blvd Suite A, Lithia Springs, GA 30122, which warehouses, sells, and offers for sale flexographic printers and supplies, including AVSolve II +.
12. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), (c), and 1400.

## **BACKGROUND**

### **I. THE ASSERTED PATENTS**

13. On December 19, 2000, the USPTO duly and legally issued United States Patent No. 6,162,593 (“the 593 Patent”), entitled “Diisopropylbenzene Containing Solvent and Method of Developing Flexographic Printing Plates.” A true and correct copy of the 593 Patent is attached hereto as Exhibit A.
14. On January 27, 2004, the USPTO duly and legally issued United States Patent No. 6,682,877 (“the 877 Patent”), entitled “Diisopropylbenzene Containing

Solvent and Method of Developing Flexographic Printing Plates.” The 877 Patent issued from a continuation application of the 593 Patent parent application. A true and correct copy of the 877 Patent is attached hereto as Exhibit B.

15. The 593 Patent relates to, *inter alia*, a solution comprising diisopropylbenzene and benzyl alcohol, and use of that solution for developing (washing out) photopolymer flexographic printing plates.
16. The 877 Patent relates to, *inter alia*, a solution comprising diisopropylbenzene and a co-solvent selected from a group of certain co-solvents.
17. The Asserted Patents name Marion F. Wyatt and R. Scott Gallagher as inventors.
18. On information and belief, Mr. Wyatt and Mr. Gallagher, independently, or by and through their company T2 Laboratories Inc. (“T2”), manufactured, marketed, and sold developing solutions covered by one or more claims of the Asserted Patents.
19. On information and belief, Anderson & Vreeland purchased developing solutions from T2 that were covered by one or more claims of the Asserted Patents, including a solution marketed as AVSolve and/or AV Solv (referred to herein as “AVSolve”).

20. On information and belief, Anderson & Vreeland was aware that AVSolve was covered by the Asserted Patents at least as early as 2005.
21. On information and belief, Anderson & Vreeland had communications with T2 regarding the purchase of the Asserted Patents.
22. In August 2008, the Asserted Patents were assigned to NSX. NSX has standing to sue and recover damages for infringement of the Asserted Patents and pursue any and all causes of actions and remedies, either legal and/or equitable, related thereto.

## **II. NSX AND ITS BUSINESS**

23. Since purchasing the Asserted Patents in 2008, NSX, a specialty blender in the flexographic printing industry, has been developing, formulating, manufacturing, and distributing several photopolymer printing plate developing solutions which practice the Asserted Patents.
24. NSX also recycles a variety of chemicals, including photopolymer printing plate developing solutions.

## **III. RELATIONSHIP BETWEEN NSX AND ANDERSON & VREELAND**

25. Upon information and belief, Anderson & Vreeland is a manufacturer and/or distributor of flexographic printers and supplies, including photopolymer printing plate developing solutions.

26. At least as early as 2008, Anderson & Vreeland began negotiations with NSX to engage NSX to manufacture and recycle AVSolve.
27. At least as early as September 4, 2008, Anderson & Vreeland engaged NSX to manufacture and sell AVSolve, which is covered by the Asserted Patents.
28. At least as early as October 15, 2008, Anderson & Vreeland engaged NSX to recycle chemicals on its behalf, including photopolymer printing plate developing solutions.
29. In or around late 2008, Anderson & Vreeland began to manufacture and/or distribute a solvent called AVSolve II.
30. At least as early as January 14, 2009, NSX provided notice in writing to Anderson & Vreeland that AVSolve is covered by the Asserted Patents.
31. On information and belief, Anderson & Vreeland sought a new formulation of plate wash because of the rising costs of the constituent parts of AVSolve II, including dilimonene.
32. On information and belief, Anderson & Vreeland no longer manufactures or distributes AVSolve II.
33. In or around 2011, at Anderson & Vreeland's request, NSX provided test drums of an alternate plate wash to AVSolve II to Anderson & Vreeland. That product was referred to as "alternate AVSolve II," "NextGen AVSolve II,"

“New AVSolve II,” “AVSolve 2.5,” and/or “AV Platewash Plus” (herein, “NextGen AV Solve II”), and is covered by the Asserted Patents.

34. On information and belief, in May 2011 Anderson & Vreeland performed tests on the NextGen AVSolve II provided by NSX. Following those tests, Anderson & Vreeland notified NSX that the NextGen AVSolve II would be a suitable replacement for AVSolve II.
35. Ultimately, Anderson & Vreeland did not engage NSX to manufacture NextGen AVSolve II.
36. NSX continues to manufacture and sell AVSolve for Anderson & Vreeland.
37. NSX continues to recycle chemicals for Anderson & Vreeland, including photopolymer printing plate developing solutions such as AVSolve and AVSolve II +.

#### **IV. INFRINGEMENT OF THE ASSERTED PATENTS**

38. Upon information and belief, Anderson & Vreeland is a manufacturer and/or distributor of flexographic printers and supplies including a photopolymer printing plate developing solution containing diisopropylbenzene, benzyl alcohol, and a Shellsol D60 type aliphatic solvent mixture, which is marketed as AVSolve II + (“AVSolve II +”).



39. On information and belief, Anderson & Vreeland began manufacturing, distributing, and/or selling AVSolve II + in or around 2011.
40. On information and belief, Anderson & Vreeland manufactures AVSolve II + in the United States and/or imports AVSolve II + into the United States.
41. Anderson & Vreeland markets, sells, and/or offers to sell AVSolve II + in the United States and this judicial district.
42. The Material Safety Data Sheet (“MSDS”) for AV Solve II+ does not specifically list diisopropylbenzene.
43. Upon information and belief, Anderson & Vreeland omitted diisopropylbenzene from the MSDS for AV Solve II + to obscure the true composition and infringing nature of AV Solve II +.
44. Upon information and belief, AVSolve II + is a photopolymer developing solution comprising diisopropylbenzene, benzyl alcohol, and a Shellsol D60 type aliphatic solvent mixture, for selectively removing non-crosslinked polymer from a substrate.
45. Upon information and belief, Anderson & Vreeland produces flexographic printing plates by image-wise exposing a photosensitive resin composition on a substrate, and then selectively washing away unexposed non-crosslinked areas of the photosensitive resin composition with AVSolve II + to form a

relief pattern of the photosensitive resin composition on the substrate and drying the flexographic relief printing plate to remove the residual infringing developing solution.

46. Upon information and belief, Anderson & Vreeland's customers produce flexographic printing plates by image-wise exposing a photosensitive resin composition on a substrate, and then selectively washing away unexposed non-crosslinked areas of the photosensitive resin composition with AVSolve II + to form a relief pattern of the photosensitive resin composition on the substrate and drying the flexographic relief printing plate to remove the residual infringing developing solution.
47. Upon information and belief, AVSolve II + is a photopolymer developing solution comprising diisopropylbenzene and a co-solvent selected from a group of co-solvents for selectively removing non-crosslinked polymer from a substrate.
48. Anderson & Vreeland has infringed and/or continues to infringe one or more claims of the Asserted Patents by manufacturing, importing, using, selling, and/or offering for sale photopolymer printing plate developing solutions embodying one or more claims of the Asserted Patents, including but not limited to AVSolve II +, in the United States and in this judicial district.

49. Anderson & Vreeland knowingly induces and/or contributes to its customers' infringement by inducing or contributing to its customers' production of flexographic printing plates using AVSolve II + with a specific intent to encourage infringement of the Asserted Patents.
50. Anderson & Vreeland has been on actual notice of the Asserted Patents since at least as early as March 2009, when NSX informed Anderson & Vreeland that Anderson & Vreeland uses, sells, and distributes a flexographic plate wash solvent covered by NSX's exclusive patent rights under the Asserted Patents.
51. AVSolve, NextGen AV Solve II, and AVSolve II + have the same or substantially similar composition and are used in the same or substantially similar manner.
52. Upon information and belief, Anderson & Vreeland has acted and continues to act without a reasonable basis for believing that it would not be liable for infringing the Asserted Patents.

**COUNT I**  
**(INFRINGEMENT OF U.S. PATENT NO. 6,162,593)**

53. NSX repeats and incorporates by reference each and every allegation of Paragraphs 1 through 52 of this Complaint, as though fully set forth herein.

54. NSX is the sole owner of the entire right, title, and interest in and to the 593 Patent, including the right to sue and recover for any and all infringements thereof.
55. Anderson & Vreeland has directly infringed and continues to directly infringe one or more claims of the 593 Patent, either literally or under the doctrine of equivalents, by making, using, selling, and/or offering to sell within the United States, and/or importing into the United States, at least AVSolve II +, which embodies one or more claims of the 593 Patent in violation of 35 U.S.C. § 271.
56. For example, claim 1 of the 593 Patent is directed to a photopolymer developing solution comprising diisopropylbenzene and benzyl alcohol for selectively removing non-crosslinked polymer from a substrate. AVSolve II + is a photopolymer developing solution comprising diisopropylbenzene and benzyl alcohol for selectively removing non-crosslinked polymer from a substrate.
57. Anderson & Vreeland has also contributed to, and continues to contribute to, the infringement of the 593 Patent at least by selling and offering for sale AVSolve II +, and through its related marketing, advertising, customer assistance, and other activities.

58. Anderson & Vreeland has been aware of the 593 Patent since at least 2005.
59. AVSolve II + comprises a material part of the claimed invention of the 593 Patent, is not a staple article of commerce, and has no substantial non-infringing use. When used as directed by Anderson & Vreeland, AVSolve II + infringes claims of the 593 Patent.
60. Anderson & Vreeland knows that its customers use, and instructs its customers to use, AVSolve II + in a manner that infringes the 593 Patent. Anderson & Vreeland intended and intends to contributorily infringe the 593 Patent.
61. Anderson & Vreeland has also induced, and continues to induce, infringement of the 593 Patent by selling AVSolve II + to its customers.
62. Anderson & Vreeland has instructed and continues to instruct its customers to use AVSolve II + in a manner that infringes claims of the 593 Patent.
63. Anderson & Vreeland is and has been on notice of the alleged infringement of the 593 Patent since at least 2009.
64. Upon information and belief, Anderson & Vreeland knows that its sale of AVSolve II + and instructions for use of the same induces its customers to directly infringe the 593 Patent. Anderson & Vreeland intended and intends to induce its customers to infringe the 593 Patent.

65. When using AVSolve II + as directed by Anderson & Vreeland, customers directly infringe the 593 Patent.
66. For example, Anderson & Vreeland's customers directly infringe the 593 Patent by using AVSolve II +to produce flexographic printing plates by image-wise exposing a photosensitive resin composition on a substrate, and then selectively washing away unexposed non-crosslinked areas of the photosensitive resin composition with AVSolve II + to form a relief pattern of the photosensitive resin composition on the substrate and drying the flexographic relief printing plate to remove the residual infringing developing solution.
67. NSX has been damaged by Anderson & Vreeland's past and continuing infringement of the 593 Patent in an amount to be determined at trial.
68. NSX has been and continues to be irreparably injured by Anderson & Vreeland's past and continuing infringement of the 593 Patent, and Anderson & Vreeland's infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.
69. NSX is entitled to monetary damages from Anderson & Vreeland's unauthorized infringement in an amount to be determined at trial.

70. Upon information and belief, Anderson & Vreeland has been on actual notice of the 593 Patent since at least as early as March 2009, when NSX informed Anderson & Vreeland that it uses, sells, and distributes a flexographic plate wash solvent covered by NSX's exclusive patent rights under the 593 Patent.
71. Upon information and belief, Anderson & Vreeland acted despite an objectively high likelihood that its actions constituted infringement of the 593 Patent. Upon information and belief, Anderson & Vreeland's risk of intentionally infringing the 593 Patent was either known or so obvious that it should have been known to Anderson & Vreeland. Accordingly, Anderson & Vreeland's infringement has been and continues to be deliberate, willful, intentional, and with knowledge of the existence of the 593 Patent, and NSX accordingly is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284, as well as its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

**COUNT II**  
**(INFRINGEMENT OF U.S. PATENT NO. 6,682,877)**

72. NSX repeats and incorporates by reference each and every allegation of Paragraphs 1 through 71 of this Complaint, as though fully set forth herein.

73. NSX is the sole owner of the entire right, title, and interest in and to the 877 Patent, including the right to sue and recover for any and all infringements thereof.
74. Anderson & Vreeland has directly infringed and continues to directly infringe one or more claims of the 877 Patent, either literally or under the doctrine of equivalents, by making, using, selling, and/or offering to sell within the United States, and/or importing into the United States, at least AVSolve II +, which embodies one or more claims of the 877 Patent in violation of 35 U.S.C. § 271.
75. For example, claim 1 of the 877 Patent is directed to a photopolymer developing solution comprising diisopropylbenzene and a co-solvent selected from a group of co-solvents, for selectively removing non-crosslinked polymer from a substrate without removing cross-linked polymer. AVSolve II + is a photopolymer developing solution for selectively removing non-crosslinked polymer from a substrate without removing cross-linked polymer, comprising diisopropylbenzene and a co-solvent selected from the group consisting of tetrahydrofurfuryl alcohol, 2-ethoxyethanol, terpineol, cyclohexanol, methyl cyclohexanol, hexyl alcohol, heptyl alcohol, dipropylene glycol methyl ether, 2-butoxyethanol, 2-(2-butoxyethoxy)



ethanol, napthenic hydrocarbons, parrafinic hydrocarbons, olefinic hydrocarbons, isoparrafinic hydrocarbons, terpenes, and mixtures thereof.

76. NSX has been damaged by Anderson & Vreeland's past and continuing infringement of the 877 Patent in an amount to be determined at trial.
77. NSX has been and continues to be irreparably injured by Anderson & Vreeland's past and continuing infringement of the 877 Patent, and Anderson & Vreeland's infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.
78. NSX is entitled to monetary damages from Anderson & Vreeland's unauthorized infringement in an amount to be determined at trial.
79. Upon information and belief, Anderson & Vreeland has been on actual notice of the 877 Patent since at least as early as March 2009, when NSX informed Anderson & Vreeland that Anderson & Vreeland uses, sells, and distributes a flexographic plate wash solvent covered by NSX's exclusive patent rights under the 877 Patent.
80. Upon information and belief, Anderson & Vreeland acted despite an objectively high likelihood that its actions constituted infringement of the 877 Patent. Upon information and belief, Anderson & Vreeland's risk of intentionally infringing the 877 Patent was either known or so obvious that it

should have been known to Anderson & Vreeland. Accordingly, Anderson & Vreeland's infringement has been and continues to be deliberate, willful, intentional, and with knowledge of the existence of the 877 Patent, and NSX accordingly is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284, as well as its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

### **JURY DEMAND**

Plaintiff demands a trial by jury of all issues so triable.

### **PRAYER FOR RELIEF**

A. Enter judgment that Defendant has infringed one or more claims of the Asserted Patents and that Defendant's infringement has been willful;

B. Award Plaintiff damages in an amount to be proven at trial that will adequately compensate Plaintiff for Defendant's infringement, including lost profits, but under no circumstances an amount less than a reasonable royalty, as authorized by 35 U.S.C. § 284;

C. Increase the damages sustained by Plaintiff up to three times the amount of their actual damages, as authorized by 35 U.S.C. § 284;

D. Enjoin Defendant, and all persons acting in concert with the Defendant, from the manufacture, use, sale, offer for sale, or importation of the accused product;

E. Award Plaintiff its attorneys' fees and other expenses of litigation pursuant to 35 U.S.C. § 285;

F. Award Plaintiff pre-judgment interest and costs pursuant to 35 U.S.C. § 284; and

G. The Court grant such other, different, and additional relief as the Court deems just and proper.

Dated: May 18, 2017

By: /s/ Keith Broyles

Keith E. Broyles (Ga. Bar No. 090152)  
Pamela H. Councill (Ga. Bar No. 740490)  
Lindsay Church (Ga. Bar No. 651190)  
ALSTON & BIRD LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Telephone: 404-881-7000  
Fax: 404-881-7777  
Email: keith.broyles@alston.com  
Email: pamela.councill@alston.com  
Email: lindsay.church@alston.com

*Attorneys for Plaintiff*  
*NSX Operating Co., LLC*

**CERTIFICATE OF COMPLIANCE WITH LR 5.1**

I hereby certify that the foregoing document is written in 14 point Times New Roman font in accordance with Local Rule 5.1.

May 18, 2017

*/s/ Keith Broyles*

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Keith E. Broyles (Ga. Bar No. 090152)

ALSTON & BIRD LLP

One Atlantic Center

1201 West Peachtree Street

Atlanta, GA 30309-3424

Telephone: 404-881-7000

Fax: 404-881-7777

Email: keith.broyles@alston.com

*Attorneys for Plaintiff*

*NSX Operating Co., LLC*