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*Attorneys for Plaintiff*  
*Cellulose Material Solutions, LLC*

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN**

CELLULOSE MATERIAL SOLUTIONS,  
LLC

Plaintiff,

v.

THERMAL SHIPPING SOLUTIONS,  
INC.,

Defendant.

CASE NO.: 1:22-CV-73

**COMPLAINT FOR DIRECT AND  
INDIRECT INFRINGEMENT OF  
UNITED STATES PATENT 11,078,007**

**DEMAND FOR JURY TRIAL**

NOW COMES Plaintiff CELLULOSE MATERIAL SOLUTIONS, LLC ("CMS"), by  
and through its attorneys, and for its Complaint against THERMAL SHIPPING SOLUTIONS,  
INC. ("TSS"), states:

**INTRODUCTION**

1. This case arises out of TSS's infringement, both direct and indirect, of CMS's  
patent for "Thermoplastic Packaging Insulation Products and Methods of Making and Using  
Same," US Patent No. 11,078,007 ("007 Patent"). A copy of the '007 Patent is attached as  
Exhibit A.

2. TSS has begun selling, and offering for sale, a thermoplastic, packaging-insulation  
liner-product, branded under the name RENEWLINER, which infringes the '007 Patent.



**FACTS COMMON TO ALL COUNTS**

10. The '007 Patent issued on August 3, 2021.

11. CMS is the owner, by assignment, of the entire right, title, and interest in and to the '007 Patent.

12. The '007 Patent's claims protect certain package insulation materials, methods of insulating packaging containers, and a product shipping combination.

13. CMS is a leading manufacturer of various insulation products, including the INFINITYCORE®-brand thermoplastic packaging products products.

14. The INFINITYCORE® products, exemplified in the photograph below, are an improved alternative to traditional packaging insulation products.



15. CMS's INFINITYCORE® products offer an industry-first packaging-material solution that, unlike other packaging products, is comprised of a polyethylene ("PET") core sandwiched between PET films. The INFINITYCORE® products are effective at insulating package contents to maintain temperatures so as to preserve the freshness, and preventing

1 spoilage, of perishable items. This reduces or even eliminates the need for utilizing the refrigerant  
2 packs that are commonplace with conventional insulated packaging materials. Because of their  
3 construction, the INFINITYCORE® products are also completely recyclable.

4 16. CMS has realized commercial success from its INFINITYCORE® products,  
5 which enjoy an excellent reputation among CMS's customers. The INFINITYCORE® products  
6 have achieved significant popularity among subscription-based meal-kit companies, such as  
7 HELLO FRESH®, among others, owing to various beneficial aspects of the CMS products.  
8

9 17. CMS manufactures its patented INFINITYCORE® products in Jenison,  
10 Michigan. Due to ever-increasing demand, CMS also subcontracts with third parties to  
11 manufacture the INFINITYCORE® products for and on behalf of CMS.

12 18. CMS's INFINITYCORE® products, as well as the use thereof, are comprehended  
13 by one or more claims of the '007 Patent.  
14

15 19. CMS invested significant time and resources into developing its patented  
16 INFINITYCORE® products.

17 20. TSS is a competitor of CMS in the market for thermal packaging products.

18 21. TSS's president and owner is Salvatore "Sal" Cardinale.  
19

20 22. TSS approached CMS a number of years ago, inquiring about some of CMS's  
21 products at the time. In the course of the ensuing relationship between the parties, CMS made a  
22 confidential disclosure to TSS of the product that ultimately became the INFINITYCORE®  
23 product.

24 23. As already stated above, TSS has begun selling, and offering for sale, a  
25 thermoplastic, packaging-insulation liner-product branded under the name RENEWLINER. The  
26 RENEWLINER product is shown and described in TSS's promotional literature, attached as  
27  
28

Exhibit B, which literature is available online at <https://www.thermalshipping.com/Attachment/DownloadFile?downloadId=2>. An image of the RENEWLINER product, taken from TSS's own website (<https://www.thermalshipping.com/renewliner>), is reproduced below.



24. TSS's RENEWLINER product is described in its product literature as being manufactured from 100% PET.

25. CMS has evaluated samples of TSS's RENEWLINER product, and a photograph of one such sample is shown below.



1           23.     Based on available information, including CMS's own review and inspection  
2     thereof, TSS's RENEWLINER product is copied from and highly similar, if not identical, to  
3     CMS's INFINITYCORE® products, and both are covered by claims of the '007 Patent.

4           24.     Based on available information, including CMS's own review and inspection  
5     thereof, TSS's RENEWLINER product directly infringers one or more claims of the '007 Patent.

6           25.     On information and belief, TSS developed the infringing RENEWLINER product  
7     using confidential information received in consequence of a brief business relationship with CMS.

8           26.     TSS offers to sell, and sells, the infringing RENEWLINER product to customers  
9     in the United States. On information and belief, TSS does not itself manufacture the  
10    RENEWLINER product but, rather, contracts with various third party manufacturers to produce  
11    the RENEWLINER product for TSS's customers.  
12

13          27.     On January 18, 2018, during the pendency of the application which ultimately  
14    resulted in the '007 Patent, counsel for CMS wrote to counsel for TSS to advise that the TSS  
15    RENEWLINER product satisfied claims of that application.  
16

17          27.     On November 11, 2021, following the August 3, 2021 issuance of the '007 Patent,  
18    counsel for CMS wrote to counsel for TSS to advise that the RENEWLINER product infringed  
19    one or more claims of the '007 Patent.

20                               **FIRST CAUSE OF ACTION:**  
21                               **VIOLATION OF 35 U.S.C. § 271 –**  
22                               **DIRECT INFRINGEMENT OF THE '007 PATENT**

23          28.     CMS incorporates the above paragraphs as though fully set forth herein.

24          29.     In violation of 35 U.S.C. § 271, TSS has infringed and continues to infringe,  
25    literally or under the doctrine of equivalents, at least claims 1 and 20 of the '007 Patent by one or  
26    more of the acts of making, using, selling, or offering for sale within the United States, or  
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28

1 importing into the United States, one or more packaging insulation products, including but not  
2 limited to the RENEWLINER product, that are covered by at least claims 1 and 20 of the '007  
3 Patent.

4 30. In satisfaction of at least claim 1 of the '007 Patent, the RENEWLINER product  
5 provided by TSS to its customers is, on information and belief, characterized by the following  
6 features, either literally or under the doctrine of equivalents: (i) The TSS RENEWLINER product  
7 is a flat laminated packaging insulation which is of uniform thickness, resiliently compressible  
8 and foldable, and cut to size for locating in a packaging container. (ii) The RENEWLINER  
9 product comprises an air laid, thermoplastic fibrous batt that is primarily of thermoplastic fibers,  
10 is of uniform thickness, is resiliently compressible and foldable, and has a foldable thermoplastic  
11 film material adhered to both sides of the batt to form a laminate which can be folded without the  
12 need for creases, grooves or cut lines in the laminate to facilitate folding. (iii) The RENEWLINER  
13 product can be manufactured, compressed and shipped as a flat panel, and allowed to resiliently  
14 expand and be folded for insertion into a packaging container.  
15  
16

17 31. In satisfaction of at least claim 20 of the '007 Patent, the TSS RENEWLINER  
18 product is characterized by the following features, either literally or under the doctrine of  
19 equivalents: (i) The TSS RENEWLINER product is a flat laminated packaging insulation which  
20 is of uniform thickness, resiliently compressible and foldable, and cut to size for locating in a  
21 packaging container. (ii) The RENEWLINER product comprises a thermoplastic fibrous batt that  
22 is primarily of thermoplastic fibers, is of uniform thickness, is resiliently compressible and  
23 foldable, and has a foldable thermoplastic film material adhered to both sides of the batt to form  
24 a laminate which can be folded without the need for creases, grooves or cut lines in the laminate  
25 to facilitate folding. (iii) The RENEWLINER product can be manufactured, compressed and  
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1 shipped as a flat panel, and allowed to resiliently expand and be folded for insertion into a  
2 packaging container.

3 32. As a direct and proximate consequence of TSS's complained-of infringement,  
4 CMS has been, is being, and, unless such acts and practices are enjoined by the Court, will  
5 continue to be injured in its business and property rights, and has suffered, is suffering, and will  
6 continue to suffer injury and damages for which it is entitled to relief under 35 U.S.C. § 284  
7 adequate to compensate for such infringement, including lost profits, but in no event less than a  
8 reasonable royalty.  
9

10 33. CMS is entitled to and claims all damages allowable by law, including injunctive  
11 relief, adequate compensation for the infringement, costs, interest, attorney fees, and for the sales  
12 of infringing product as well as the sales of any accessory/ancillary products.

13 34. TSS's complained-of infringement is further causing, and will continue to cause,  
14 CMS irreparable harm, for which there is no adequate remedy at law. Unless and until enjoined  
15 by this Court, TSS will continue to infringe the '007 Patent. Under 35 U.S.C. § 283, CMS is  
16 entitled to an injunction against further infringement.  
17

18 35. TSS's infringement as complained of herein was undertaken without permission  
19 or license under CMS's '007 Patent.

20 36. Additionally, on information and belief, TSS knows, and prior to the filing of this  
21 Complaint has known, that its RENEWLINER product infringes at least claims 1 and 20 of the  
22 '007 Patent.  
23

24 37. On information and belief, TSS's infringement of at least claims 1 and 20 of the  
25 '007 Patent is, and has been, willful. CMS has been damaged as the result of TSS's willful  
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28



1 infringement, and seeks increased damages, up to and including treble damages, in consequence  
2 of such willful infringement.

3 **SECOND CAUSE OF ACTION:**  
4 **VIOLATION OF 35 U.S.C. § 271 –**  
5 **INDIRECT INFRINGEMENT OF THE '970 PATENT**

6 38. CMS incorporates the above paragraphs as though fully set forth herein.

7 39. TSS has indirectly infringed at least claim 23 of the '007 Patent by inducing  
8 others, including at least its customers and other end-users of the RENEWLINER product, to  
9 directly infringe at least claim 23 of the '007 Patent.

10 40. On information and belief, TSS intentionally took actions that induced others,  
11 including at least its customers and other end-users of the RENEWLINER product, to directly  
12 infringe at least claim 23 of the '007 Patent.

13 41. TSS has known of the '007 Patent since at least as early as November 11, 2021,  
14 and has induced infringements infringement of that patent since at least that time.

15 42. TSS's actions demonstrate an intent to cause the acts that form the basis of the  
16 direct infringement, and that TSS did so with the specific intent to infringe the '007 Patent.

17 43. TSS has also contributed to the direct infringement of at least claim 23 of the '007  
18 Patent by others, including at least its customers and other end-users of the RENEWLINER  
19 product. For example, TSS's customers and/or the end users have purchased the RENEWLINER  
20 product from TSS and used that product in combination with packaging containers.  
21

22 44. TSS has contributorily infringed and is a contributory infringer because, with  
23 knowledge of the '007 Patent, it supplies the RENEWLINER product, which comprise a material  
24 part of the combination of claim 23 of the '007 Patent, where the RENEWLINER product is not  
25 a staple article of commerce, and has no substantial non-infringing uses.  
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1           45. TSS knew, and does know, that the RENEWLINER product was, and is,  
2 especially made or adapted for use in a manner that would infringe at least claim 23 of the '007  
3 Patent.

4           46. As a direct and proximate consequence of TSS's complained-of indirect  
5 infringement, CMS has been, is being, and, unless such acts and practices are enjoined by the  
6 Court, will continue to be injured in its business and property rights, and has suffered, is  
7 suffering, and will continue to suffer injury and damages for which it is entitled to relief under  
8 35 U.S.C. § 284 adequate to compensate for such infringement, including lost profits, but in no  
9 event less than a reasonable royalty.  
10

11           47. CMS is entitled to and claims all damages allowable by law, including injunctive  
12 relief, adequate compensation for the infringement, costs, interest, and attorney fees.

13           48. TSS's complained-of infringement is further causing, and will continue to cause,  
14 CMS irreparable harm, for which there is no adequate remedy at law. Unless and until enjoined  
15 by this Court, TSS will continue to indirectly infringe the '007 Patent. Under 35 U.S.C. § 283,  
16 CMS is entitled to an injunction against such further infringement.  
17

18           49. TSS's infringement as complained of herein was undertaken without permission  
19 or license under CMS's '007 Patent.

20           50. On information and belief, TSS's infringement of the '007 Patent as complained  
21 of herein is, and has been, willful. CMS has been damaged as the result of TSS's willful  
22 infringement, and seeks increased damages, up to and including treble damages, in consequence  
23 of such willful infringement.  
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**PRAYER FOR RELIEF**

WHEREFORE, CMS respectfully requests that this Honorable Court:

- a) Issue a judgment that TSS is liable for direct and/or indirect infringement of one of more claims of the '007 Patent;
- b) Issue an injunction prohibiting TSS and its agents, servants, employees, attorneys, and any other persons who are in active concert or participation with any of them from engaging in further actions to infringe the '007 Patent, including but not limited to making, using, selling, manufacturing, advertising, marketing, attempting to sell, or importing the RENEWLINER product and/or similar infringing products;
- c) Award CMS all damages adequate to compensate CMS for the infringement that has occurred, pursuant to 35 U.S.C. § 284, including lost profits, but in no event less than a reasonable royalty, plus prejudgment and post-judgment interest;
- d) Award CMS an amount equal to adequate compensation for TSS's willful patent infringement, multiplied by three pursuant to 35 U.S.C. § 284;
- e) Declare this an exceptional case within the meaning of 35 U.S.C. § 285 and that CMS be awarded attorney's fees, costs, and expenses incurred in connection with this action;
- f) Award CMS the costs associated with bringing this action; and
- g) Award CMS any further relief that this Court deems just and proper.

1 Dated: January 26, 2022

DICKINSON WRIGHT PLLC

2 By: /s/ Christopher Mitchell  
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6  
7 *Attorneys for Plaintiff Cellulose Material  
Solutions, LLC*

8  
9 **DEMAND FOR JURY TRIAL**

10 CMS demands a jury trial as to all claims and issues that are triable by jury in this action.

11 Dated: January 26, 2022

DICKINSON WRIGHT PLLC

12  
13 By: /s/ Christopher Mitchell  
14 Christopher A. Mitchell, Esq.

15 *Attorneys for Plaintiff Cellulose Material  
16 Solutions, LLC*