

The Honorable David G. Estudillo

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

EVERGREEN ADHESIVES, INC., a  
Georgia Corporation f.k.a. WESTECH  
AEROSOL CORPORATION,

Plaintiff,

v.

WILSONART, LLC, a Delaware limited  
liability company,

Defendant.

Case No. 3:17-cv-05088-DGE

**THIRD AMENDED COMPLAINT**  
**JURY DEMAND**

Plaintiff Evergreen Adhesives, Inc., formerly known as Westech Aerosol Corporation ("Evergreen"), for its Third Amended Complaint against Defendant Wilsonart, LLC ("Wilsonart"), states and alleges as follows:

**NATURE OF ACTION**

1. This is an action for patent infringement of U.S. Patent No. 7,705,056 (the '056 Patent) under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*

**PARTIES**

2. Plaintiff Evergreen is a Georgia corporation with its principal place of business located in Bremerton, Washington.

3. Defendant Wilsonart is a Delaware limited liability company with its principal place of business in Temple, Texas.

## JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) because this civil action arises under United States patent law, 35 U.S.C. § 1, et seq.

5. This Court has personal jurisdiction over Wilsonart because Wilsonart regularly conducts business in the Western District of Washington and purposefully directs infringing acts to this district, such that this Court's assertion of jurisdiction over Wilsonart does not offend traditional notions of fair play and due process.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and (c), and 1400(b) because Wilsonart has committed acts of infringement in this judicial district and has a regular and established place of business in this judicial district. Wilsonart states on its website that it maintains a distribution location at 400 Boundary Blvd., Algona, WA 98001. A building at this address prominently displays the Wilsonart name, as shown below:



## EVERGREEN'S PATENT

7. The United States Patent and Trademark Office ("USPTO") duly issued the '056 patent, titled "Aerosol Adhesive and Canister-Based Aerosol Adhesive System," on April 27, 2010. A true and correct copy of the '056 patent and *inter partes*

1 review certificate is attached hereto as Exhibit 1.

2 8. The '056 patent issued in the name of the inventor, Dr. David Carnahan.  
3 Dr. Carnahan is a named inventor on several U.S. patents. Dr. Carnahan holds degrees  
4 in mathematics, chemistry, and business administration and was granted a PhD from  
5 Emory University in 1986.

6 9. Dr. Carnahan founded Evergreen, formerly known as Westech Aerosol  
7 Corp., in Bremerton, Washington. Evergreen designs, manufactures, and sells aerosol  
8 adhesives, including those that are low in volatile organic compounds ("VOCs"). Over  
9 the years, Evergreen's low VOC aerosol adhesives have enjoyed market acceptance and  
10 industry recognition.

11 10. Evergreen is the owner of all right, title, and interest in and to the '056  
12 patent including all rights to enforce claims for infringement of the '056 patent.

13 11. The '056 Patent generally covers a novel aerosol adhesive canister system.  
14 The patent was born out of the need to reduce emissions of VOCs, toxic air  
15 contaminants, and stratospheric ozone-depleting compounds from the application of  
16 adhesives, adhesive primers, sealants, and sealant primers.

17 12. Chemical solvents and propellants are used to expel liquid mounting  
18 adhesives from an aerosol can, and these agents emit VOCs.

19 13. For years, the adhesives industry struggled to find a cost-effective solution  
20 to comply with increasing government regulation limiting the use of VOCs in adhesive  
21 products. Industry efforts to use non-VOC propellants in existing spray adhesive  
22 applicators resulted in unusable spray patterns, with adhesives applied too coarse, too  
23 wet, or too thin for their intended use.

24 14. The '056 patent solved this problem. Dr. Carnahan's invention allows for  
25 the delivery of a proper amount of adhesive via a properly pressurized non-VOC  
26 propellant with a properly matched spray nozzle.

1                   **LITIGATION HISTORY AND DEFENSE OF THE '056 PATENT**

2           15.     Evergreen first brought claims of infringement of the '056 Patent to this  
3 Court in 2017. The patent has since been subject to intense scrutiny, and its fundamental  
4 inventive leap has withstood these challenges.

5           16.     On January 27, 2017, Evergreen, then known as Westech, filed a complaint  
6 in this District alleging infringement of the '056 Patent by 3M Company ("3M") and  
7 Northstar Chemical, acquired and owned by 3M. (Case No. 17-cv-05067).

8           17.     Evergreen then initiated this action, filing similar allegations in a  
9 complaint against Wilsonart on February 6, 2017. (Dkt. # 1)

10          18.     On March 23, 2017, Wilsonart filed a motion to dismiss for failure to state  
11 a claim based on Fed. R. Civ. Proc. 12(b)(6). (Dkt. # 15) In response, on April 10, 2017,  
12 Evergreen filed an Amended Complaint. (Dkt. # 23) On April 24, 2017, Wilsonart  
13 renewed its motion to dismiss for failure to state a claim. (Dkt. # 24)

14          19.     In May 2017, the Supreme Court issued its decision in *TC Heartland LLC v.*  
15 *Kraft Foods Group Brands LLC*, 137 S. Ct. 1514 (2017), interpreting certain venue statutes.

16          20.     On June 20, 2017, this Court denied Wilsonart's motion to dismiss for  
17 failure to state a claim. (Dkt. # 29) In light of *TC Heartland*, this Court issued a separate  
18 order requesting that Evergreen amend its complaint to more persuasively plead venue  
19 consistent with *TC Heartland*. (Dkt. # 30)

20          21.     On September 6, 2017, Evergreen filed its Second Amended Complaint  
21 ("SAC", Dkt. # 31), alleging that Wilsonart had a "regular and established place of  
22 business in this judicial district."

23          22.     Wilsonart answered the SAC (Dkt. # 32), rather than file a motion to  
24 dismiss for lack of venue.

25          23.     On February 3, 2018, 3M filed a petition for *inter partes* review ("IPR") at  
26 the U.S. Patent Trial and Appeal Board ("PTAB"), arguing that all claims of the '056

1 Patent were obvious. (*3M Company v. Westech Aerosol Corp.*, Petition for *Inter Partes*  
2 *Review*, IPR2018-00576 (PTAB, Feb. 3, 2018)).

3 24. On September 5, 2018, the parties stipulated to stay this case pending the  
4 resolution of 3M's IPR against the '056 Patent. (Dkt. # 39) This Court granted the stay.  
5 (Dkt. # 40)

6 25. 3M's efforts to invalidate the '056 Patent failed. The PTAB affirmed that  
7 Claims 3, 4, and 9-11 were valid. (*3M Co. v. Westech Aerosol Corp.*, Case IPR2018-00576  
8 (PTAB, Aug. 7, 2019)).

9 26. The validity of Claims 3, 4, and 9-11 was subsequently upheld by the  
10 Court of Appeals for the Federal Circuit. (*3M Co. v. Evergreen Adhesives, Inc.*, 860 F.  
11 App'x 724 (Fed. Cir. 2021).

12 27. Claim 1 of the '056 patent is directed to "[a]n aerosol adhesive canister  
13 system, comprising: a gas cylinder canister; a hose connected to said canister; a spray  
14 gun connected to said hose; a hydrocarbon propellant held within said canister; and an  
15 aerosol adhesive held within said canister, said aerosol adhesive comprising a solvent  
16 mixture selected to have volatility characteristics for producing a specific spray pattern;  
17 a polymeric base in said solvent mixture; and a compressed gas dissolved in said  
18 solvent mixture."

19 28. Claims 3 and 4 are dependent upon Claim 1 and further require that "said  
20 compressed gas is pressurized in said canister" "to about 200 psi" and "in a range of  
21 about 160-200 psi," respectively.

22 29. On March 14, 2022, this Court agreed to extend its stay of this matter for  
23 another 60 days, in which time the parties stipulated that Evergreen would file and  
24 serve an amended complaint. (Dkt. # 69)

25 30. Evergreen now files this Third Amended Complaint in light of the PTAB's  
26 affirmation of the validity of Claims 3 and 4 of the '056 Patent.

## WILSONART'S INFRINGEMENT

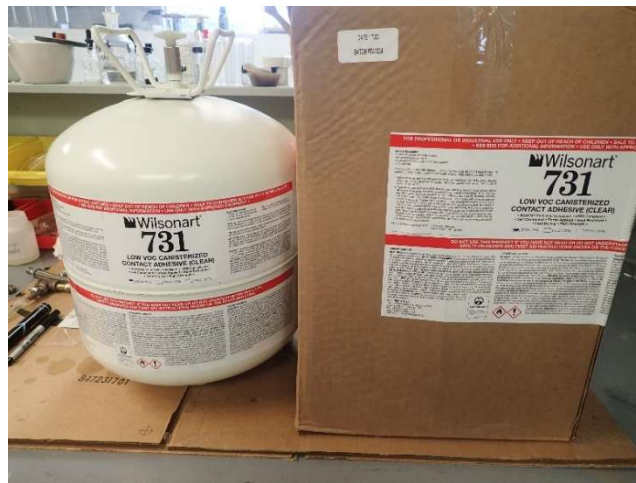
31. On information and belief, Wilsonart has known of the '056 Patent since as early as 2010.

32. On information and belief, Wilsonart sells aerosol adhesive products that infringe Claims 3 and 4 of the '056 Patent because they contain each and every element of Claim 1 of the '056 Patent, either literally or under the doctrine of equivalents, from which Claims 3 and 4 derive and meet all further limitations imposed by Claims 3 and 4, either literally or under the doctrine of equivalents.

33. Without limitation and for exemplary purposes only, Evergreen alleges that the Wilsonart 730/731 Adhesive canisters independently and/or in combination with a hose and gun as the context makes clear (hereinafter "the Wilsonart Accused Products") infringe Claims 3 and 4 of the '056 Patent.

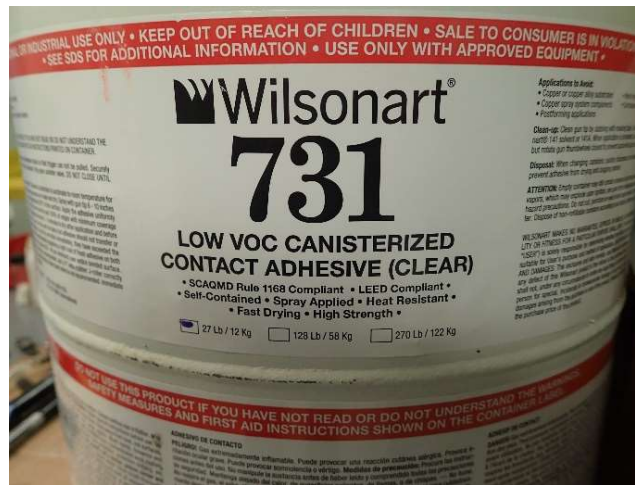
34. As a representative example only, and not limiting, the Wilsonart Accused Products meet each and every element of Claims 3 and 4 of the '056 Patent whether directly or indirectly.

35. The Wilsonart Accused Products include an aerosol canister system. Attached as Exhibit 2 are photographs taken of the Wilsonart Accused Products by Evergreen during testing:





36. The Wilsonart Accused Products include a gas cylinder canister (Ex. 2):



37. The Wilsonart Accused Products are designed to operate with and do operate with and include an attached hose and gun. Attached as Exhibit 3 is a technical data sheet produced by Wilsonart for the Wilsonart Accused Product, which shows the following (annotations added):

#### Equipment Specifications

- Standard spray gun: PSG-121
- Hoses available: 6', 12', 18' and 24'
- Available gun tips: 6501 (65° fan), 4001 (40° fan)

38. The Wilsonart Accused Products include a canister containing propane and isobutene, both of which are hydrocarbon propellants (Ex. 3, annotations added):

#### Primary Contents

Methyl acetate (CAS 79-20-9), Nitrogen (CAS 7727-37-9), Dimethyl ether (CAS 115-10-6), Isobutane (CAS 75-28-5), Propane (CAS 74-98-6)

39. The Wilsonart Accused Products include an aerosol adhesive in the form of “a blend of synthetic rubbers” (Ex. 3, annotations added):

- A blend of synthetic rubbers in non-chlorinated organic solvents that delivers rapid, high-strength bonds.

40. The Wilsonart Accused Products’ aerosol adhesive comprises a solvent mixture selected to have volatility characteristics for producing a specific spray pattern, which Wilsonart identifies as a 65-degree fan pattern from a first available gun tip and a 40-degree fan pattern from a second available gun tip (Ex. 3, annotations added):

- A blend of synthetic rubbers in non-chlorinated organic solvents that delivers rapid, high-strength bonds.

#### **Equipment Specifications**

- Standard spray gun: PSG-121
- Hoses available: 6', 12', 18' and 24'
- Available gun tips: 6501 (65° fan), 4001 (40° fan)

41. The Wilsonart Accused Products include a polymeric base in the solvent mixture in the form of “a blend of synthetic rubbers dissolved in non-chlorinated organic solvents” (Ex. 3, annotations added):

- A blend of synthetic rubbers in non-chlorinated organic solvents that delivers rapid, high-strength bonds.

42. The Wilsonart Accused Products include a compressed gas dissolved in the solvent mixture in the form of compressed and dissolved nitrogen (Ex. 3, annotations added):

#### **Primary Contents**

Methyl acetate (CAS 79-20-9), Nitrogen (CAS 7727-37-9), Dimethyl ether (CAS 115-10-6), Isobutane (CAS 75-28-5), Propane (CAS 74-98-6)



43. Testing of the Wilsonart Accused Products found that the compressed gas in the canister is pressurized to “about 200 psi” and within the range of “about 160-200 psi.”

**FIRST CAUSE OF ACTION  
DIRECT INFRINGEMENT OF THE '056 PATENT – 35 U.S.C. § 271(a)**

44. Evergreen incorporates by reference the allegations of Paragraphs 1–43, as set forth above.

45. The '056 Patent discloses and claims an Aerosol Adhesive and Canister-Based Aerosol Adhesive System.

46. Evergreen is the owner, by assignment, of all right, title, and interest in the '056 Patent.

47. Defendant Wilsonart has directly infringed at least Claims 3 and 4 of the '056 Patent in violation of 35 U.S.C. § 271(a).

48. On information and belief, Wilsonart has and continues to make, use, offer to sell, or sell products practicing Claims 3 and 4 of the '056 Patent within the United States or imports into the United States for at least, but not limited to, testing, demonstration, and sales purposes a directly infringing device by combining the Wilsonart canisters with a hose and a gun. Attached as Exhibit 4 is a claim chart demonstrating the element-by-element infringement of the '056 Patent by the Wilsonart Accused Products.

49. The infringement by Wilsonart of the '056 patent as alleged herein has been willful because it has continued since Wilsonart had knowledge of the '056 patent and because Wilsonart continued after it knew or should have known that it was infringing the '056 patent. Wilsonart has continued to infringe the claims of the '056 Patent even after the PTAB and the Federal Circuit upheld the claims' validity. Wilsonart has had knowledge of its infringement as early as 2010 and no later than

February 7, 2017, at the time of service of the initial complaint in this action. (Dkt. #3) Evergreen has marked its products embodying at least one claim of the '056 patent in compliance with 35 U.S.C. § 287 by including the word "patented" on labels affixed to such products together with the patent number continuously since at least as early as July 2010 and at least as late as December 2021.

50. As a direct result of Wilsonart's unlawful and willful infringement of the '056 Patent, Evergreen has suffered and will continue to suffer damages in an amount to be proven at trial. Evergreen is entitled to recover from Wilsonart the damages adequate to compensate for such infringement, in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284, which have yet to be determined. The full measure of damages sustained as a result of Wilsonart's wrongful acts will be proven at trial.

51. As a direct result of Wilsonart's infringement as alleged herein, Evergreen has suffered irreparable injury such that remedies available at law are inadequate to compensate for that injury.

52. Considering the balance of hardships between the Plaintiff and Defendant, a remedy in equity is warranted.

## SECOND CAUSE OF ACTION INDUCED INFRINGEMENT OF THE '056 PATENT – 35 U.S.C. § 271(b)

53. Evergreen incorporates by reference the allegations of Paragraphs 1–43, as set forth above.

54. The '056 Patent discloses and claims an Aerosol Adhesive and Canister-Based Aerosol Adhesive System.

55. Evergreen is the owner, by assignment, of all right, title, and interest in the '056 Patent.

56. Defendant Wilsonart has induced infringement of the '056 patent in violation of 35 U.S.C. § 271(b) by causing others to make, use, offer to sell, or sell

1 products practicing Claims 3 and 4 of the '056 Patent within the United States or  
2 importing into the United States with knowledge and intent that such sale or use will  
3 directly infringe at least Claims 3 and 4 of the '056 patent, such knowledge existing as  
4 early as 2010 and no later than February 7, 2017, at the time of service of the initial  
5 complaint in this action. (Dkt. # 3) Wilsonart sells Wilsonart Accused Products that  
6 meet the limitations of Claims 3 and 4 (*i.e.*, canisters containing a hydrocarbon  
7 propellant and an aerosol adhesive comprising a solvent mixture selected to have  
8 volatility characteristics for producing a specific spray pattern, a polymeric base in said  
9 solvent mixture, and a compressed gas dissolved in the solvent mixture at a pressure of  
10 about 200 psi and between 160–200 psi), specifically intending that these canisters will  
11 be combined with hose and gun parts identified and/or sold by Wilsonart (or sold by  
12 others), and thus imported, resold or used in a manner by others that directly infringes  
13 at least Claims 3 and 4 of the '056 patent. Attached as Exhibit 4 is a claim chart  
14 demonstrating the element-by-element infringement of the '056 Patent by the Wilsonart  
15 Accused Products.

16 57. Wilsonart publishes and distributes detailed instructions for its resellers  
17 and users instructing resellers and users how to combine a canister containing all of the  
18 same ingredients identified above in connection with the Wilsonart Accused Products  
19 (*i.e.*, canisters containing a hydrocarbon propellant and an aerosol adhesive comprising  
20 a solvent mixture selected to have volatility characteristics for producing a specific  
21 spray pattern, a polymeric base in said solvent mixture, and a compressed gas dissolved  
22 in the solvent mixture at a pressure of about 200 psi and between 160–200 psi) with hose  
23 and gun parts identified and/or sold by Wilsonart (or sold by others) in a manner that  
24 directly infringes at least Claims 3 and 4 of the '056 patent.

25 58. As a representative example only, and not limiting, Wilsonart maintains a  
26 YouTube channel, where it offers videos with instructions for how to “properly hook

up a Wilsonart gun and hose to a Wilsonart canister” (“Wilsonart Adhesives Canister Setup,” <https://www.youtube.com/watch?v=ITMgV6kZ9ts&t=10s>, last accessed May 5, 2022) and explains how to change out empty canisters and clean an attached hose and gun (“Adhesive Canister Techniques,” <https://www.youtube.com/watch?v=RdCNcRd5C3k>, last accessed May 5, 2022).

59. The infringement by Wilsonart of the ’056 patent as alleged herein has been willful because it has continued since Wilsonart had knowledge of the ’056 patent and because Wilsonart continued after it knew or should have known that it was infringing the ’056 patent. Wilsonart has continued to infringe the claims of the ’056 Patent even after the PTAB and the Federal Circuit upheld the claims’ validity. Wilsonart has had knowledge of its infringement as early as 2010 and no later than February 7, 2017, at the time of service of the initial complaint in this action. (Dkt. #3) Evergreen has marked its products embodying at least one claim of the ’056 patent in compliance with 35 U.S.C. § 287 by including the word “patented” on labels affixed to such products together with the patent number continuously since at least as early as since at least as early as July 2010 and at least as late as December 2021.

60. As a direct result of Wilsonart’s unlawful and willful infringement of the ’056 Patent, Evergreen has suffered and will continue to suffer damages in an amount to be proven at trial. Evergreen is entitled to recover from Wilsonart the damages adequate to compensate for such infringement, in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284, which have yet to be determined. The full measure of damages sustained as a result of Wilsonart’s wrongful acts will be proven at trial.

61. As a direct result of Wilsonart’s infringement as alleged herein, Evergreen has suffered irreparable injury such that remedies available at law are inadequate to compensate for that injury.

62. Considering the balance of hardships between the Plaintiff and

1 Defendant, a remedy in equity is warranted.

2  
3 **THIRD CAUSE OF ACTION**  
4 **CONTRIBUTORY INFRINGEMENT OF THE '056 PATENT – 35 U.S.C. § 271(c)**

5 63. Evergreen incorporates by reference the allegations of Paragraphs 1–43, as  
6 set forth above.

7 64. The '056 Patent discloses and claims an Aerosol Adhesive and Canister-  
8 Based Aerosol Adhesive System.

9 65. Evergreen is the owner, by assignment, of all right, title, and interest in the  
10 '056 Patent.

11 66. Defendant Wilsonart has contributed to the infringement of at least  
12 Claims 3 and 4 of the '056 patent in violation of 35 U.S.C. § 271(c) by selling a  
13 component of an infringing combination, namely a canister containing all of the same  
14 ingredients identified above (*i.e.*, canisters containing a hydrocarbon propellant and an  
15 aerosol adhesive comprising a solvent mixture selected to have volatility characteristics  
16 for producing a specific spray pattern, a polymeric base in said solvent mixture, and a  
17 compressed gas dissolved in the solvent mixture at a pressure of about 200 psi and  
18 between 160–200 psi) with knowledge that this component constitutes a material part of  
19 the invention, that this component was especially made or especially adapted for use in  
20 an infringement, and that this component is not a staple article or commodity of  
21 commerce suitable for substantial non-infringing use, such knowledge existing as early  
22 as 2010 and no later than February 7, 2017, at the time of service of the initial complaint  
23 in the instant matter. (Dkt. # 3) Attached as Exhibit 4 is a claim chart demonstrating the  
24 element-by-element infringement of the '056 Patent by the Wilsonart Accused Products.

25 67. A canister containing all of the same ingredients identified above (*i.e.*,  
26 canisters containing a hydrocarbon propellant and an aerosol adhesive comprising a  
solvent mixture selected to have volatility characteristics for producing a specific spray

1 pattern, a polymeric base in said solvent mixture, and a compressed gas dissolved in  
2 the solvent mixture at a pressure of about 200 psi and between 160–200 psi) is a material  
3 part of the invention claimed in Claims 3 and 4 of the '056 patent because all that is  
4 required to directly infringe Claims 3 and 4 is to combine the canister with a hose and a  
5 gun.

6 68. A canister containing all of the same ingredients identified above (*i.e.*,  
7 canisters containing a hydrocarbon propellant and an aerosol adhesive comprising a  
8 solvent mixture selected to have volatility characteristics for producing a specific spray  
9 pattern, a polymeric base in said solvent mixture, and a compressed gas dissolved in  
10 the solvent mixture at a pressure of about 200 psi and between 160–200 psi) is especially  
11 made or especially adapted for use in an infringement because it was made or adapted  
12 to be combined with a hose and the gun in a manner that directly infringes at least  
13 Claims 3 and 4 of the '056 Patent.

14 69. A canister containing all of the same ingredients identified above (*i.e.*, a  
15 canister containing a hydrocarbon propellant and an aerosol adhesive comprising a  
16 solvent mixture selected to have volatility characteristics for producing a specific spray  
17 pattern, a polymeric base in said solvent mixture, and a compressed gas dissolved in  
18 the solvent mixture) is not a staple article or commodity of commerce suitable for  
19 substantial non-infringing use because it has no other commercial use than to be  
20 combined with a hose and a gun in a manner infringing at least Claims 3 and 4 of the  
21 '056 patent.

22 70. The infringement by Wilsonart of the '056 patent as alleged herein has  
23 been willful because it has continued since Wilsonart had knowledge of the '056 patent  
24 and because Wilsonart continued after it knew or should have known that it was  
25 infringing the '056 patent. Wilsonart has continued to infringe the claims of the '056  
26 Patent even after the PTAB and the Federal Circuit upheld the claims' validity.



Wilsonart has had knowledge of its infringement as early as 2010 and no later than February 7, 2017, at the time of service of the initial complaint in the instant matter. (Dkt. #3) Evergreen has marked its products embodying at least one claim of the '056 patent in compliance with 35 U.S.C. § 287 by including the word "patented" on labels affixed to such products together with the patent number continuously since at least as early as July 2010 and at least as late as December 2021.

71. As a direct result of Wilsonart's unlawful and willful infringement of the '056 Patent, Evergreen has suffered and will continue to suffer damages in an amount to be proven at trial. Evergreen is entitled to recover from Wilsonart the damages adequate to compensate for such infringement, in an amount no less than a reasonable royalty pursuant to 35 U.S.C. § 284, which have yet to be determined. The full measure of damages sustained as a result of Wilsonart's wrongful acts will be proven at trial.

72. As a direct result of Wilsonart's infringement as alleged herein, Evergreen has suffered irreparable injury such that remedies available at law are inadequate to compensate for that injury.

73. Considering the balance of hardships between the Plaintiff and Defendant, a remedy in equity is warranted.

#### **PRAYER FOR RELIEF**

Evergreen respectfully requests that the Court award the following relief:

- a. A judgment in favor of Evergreen that Wilsonart has infringed the '056 Patent, directly and/or by inducement and/or contribution;
- b. A permanent injunction barring Wilsonart, and all others acting in concert with them, from infringing, inducing others to infringe, or contributing to the infringement of the '056 Patent, and a permanent injunction barring Wilsonart, and all others acting in concert with them, from making, using, offering to sell or selling the Wilsonart Accused products.

- c. A judgment that Wilsonart has willfully infringed the '056 Patent;
- d. A judgment and order requiring that Wilsonart shall account for and pay Evergreen the damages to which Evergreen is entitled as a consequence of Wilsonart's infringement of the '056 Patent, such damages to be trebled because of the willful and deliberate character of the infringement;
- e. A judgment and order requiring that Wilsonart shall additionally account for and pay Evergreen damages and/or disgorge profits for the period of infringement of the '056 Patent following the period of damages established at trial;
- f. A judgment and order that Evergreen is further entitled to pre-judgment and post-judgment interest;
- g. A judgment and order finding that this case is exceptional and that Evergreen is entitled to its reasonable attorney fees, costs, and expenses that it incurs prosecuting this action under 35 U.S.C. § 285; and
- h. Any and all other award or relief that the Court deems just and equitable.

Dated: May 13, 2022

Respectfully Submitted,

**NEWMAN DU WORS LLP**

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**DEMAND FOR JURY TRIAL**

Under Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Evergreen Adhesives, Inc. requests a trial by jury of all issues so triable.

Dated: May 13, 2022

Respectfully Submitted,

**NEWMAN DU WORS LLP**

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