

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION (Toledo)

FAST FELT CORPORATION,	)	CASE NO.: 3:14-CV-00803
	)	
Plaintiff,	)	
	)	JUDGE: David A. Katz
vs.	)	
	)	
OWENS CORNING and OWENS	)	
CORNING ROOFING AND ASPHALT,	)	
LLC,	)	
	)	
Defendants.	)	

**DEFENDANT OWENS CORNING AND DEFENDANT OWENS CORNING ROOFING AND ASPHALT, LLC’S AMENDED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFF’S COMPLAINT FOR PATENT INFRINGEMENT**

Defendant Owens Corning and Defendant Owens Corning Roofing and Asphalt, LLC (collectively “Defendants”), by and through their undersigned counsel, for their Answer, Affirmative Defenses, and Counterclaims to Plaintiff Fast Felt Corporation’s (“Plaintiff”) Complaint for Patent Infringement (“Complaint”) avers as follows:

**THE PARTIES**

**A. FastFelt**

1. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 1 of the Complaint, and therefore deny the same.
2. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 2 of the Complaint, and therefore deny the same.
3. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 3 of the Complaint, and therefore deny the same.

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4. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 4 of the Complaint, and therefore deny the same.

**B. Owens Corning**

5. Defendants admit the averments of Paragraph 5 of the Complaint.

6. Defendants admit the averments of Paragraph 6 of the Complaint.

7. Defendants admit that Owens Corning Roofing and Asphalt, LLC manufactures roofing cover materials that include at least one shingle product with a polymer nail reinforcement material. Owens Corning Roofing and Asphalt, LLC sells products that include this nail reinforcement material under the trademark SureNail®. One product manufactured by Owens Corning Roofing and Asphalt, LLC that uses the SureNail® nail reinforcement material is the Duration® Series Shingles. One product manufactured by Owens Corning Roofing and Asphalt, LLC that previously used the SureNail® nail reinforcement material was the Oakridge® Pro Series Shingles. Defendants deny the remainder of the averments of Paragraph 7 of the Complaint.

8. Defendants admit that the Duration® Series Shingles are manufactured in Ohio. Defendants deny the remainder of the averments of Paragraph 8 of the Complaint.

**JURISDICTION AND VENUE**

9. Defendants deny the averments in Paragraph 9 of the Complaint to the extent that the averments may imply or suggest that Plaintiff has a valid claim against Defendants for patent infringement. Defendants admit that the Patent Laws of the United States as set forth in Title 35 of the United States Code form the basis under which Plaintiff filed its Complaint. Defendants admit that the Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338(a).

10. Defendants admit that each Defendant has a principal place of business in this district and has conducted business in this district. Defendants deny that either Defendant has committed acts of infringement in this district.

11. Defendants admit that venue is proper in this district pursuant to 28 United States Code §§1391(b)-(c) and 1400(b). Defendants deny that either Defendant has committed acts of infringement in this district.

**DEFENDANTS' ALLEGED INFRINGEMENT OF THE PATENT-IN-SUIT**

**A. The Patent-in-Suit**

12. Defendants admit that United States Patent No. 8,137,575 (the “Fast Felt ‘757 Patent”) was issued on March 20, 2012. Defendants admit that a copy of the Fast Felt ‘757 Patent was attached as Exhibit A to the Complaint. Defendants deny the remainder of the averments of Paragraph 12 of the Complaint.

13. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 13 of the Complaint, and therefore deny the same.

14. Defendants admit the averments of Paragraph 14 of the Complaint.

15. Defendants admit the averments of Paragraph 15 of the Complaint.

16. Defendants admit that 35 U.S.C. §282 states that U.S. patents are presumed to be valid and enforceable. Defendants deny the remainder of the averments of Paragraph 16 of the Complaint.

**B. Owens Corning “SureNail®”**

17. Defendants admit that Owens Corning Roofing and Asphalt, LLC manufactures and sells asphalt-based roofing covering materials which are commonly installed on the roofs of homes or other buildings. Defendants admit that typically these roofing cover materials are

constructed of a substrate material, consisting of fiber: typically (a) paper and wood (organic fibers) or (b) glass (inorganic) fibers made into an extended sheet, which is then saturated or coated with asphalt. Defendants deny the remainder of the averments of Paragraph 17 of the Complaint.

18. Defendants admit that Owens Corning Roofing and Asphalt, LLC manufactures roofing cover materials that include at least one shingle product with a polymer nail reinforcement material. Owens Corning Roofing and Asphalt, LLC sells products that include this nail reinforcement material under the trademark SureNail®. Defendants deny the remainder of the averments of Paragraph 18 of the Complaint.

19. Defendants admit the averments of Paragraph 19 of the Complaint.

20. Defendants admit the averments of Paragraph 20 of the Complaint.

21. Defendants admit the averments of Paragraph 21 of the Complaint.

**C. Owens Corning's Later Filed Patents Describe Its SureNail® Roof Shingles and the Method of Manufacture**

Defendants admit at least one of its roof shingle products are covered by at least one claim of its Filed Patents. Defendants deny the remainder of the averments contained in the Heading C of the Complaint.

22. Defendants admit the averments of Paragraph 22 of the Complaint.

23. Defendants admit the averments of Paragraph 23 of the Complaint.

24. Defendants deny the averments of Paragraph 24 of the Complaint.

25. Defendants admit that roofing shingles that include "SureNail®" that are manufactured by Owens Corning Roofing and Asphalt, LLC are covered by the claims of the '654 Patent. Defendants deny the remainder of the averments of Paragraph 25 of the Complaint.

26. Defendants deny the averments of Paragraph 26 of the Complaint.

27. Defendants admit that roofing shingles that include “SureNail®” that are manufactured by Owens Corning Roofing and Asphalt, LLC are covered by the claims of the ‘654 Patent. Defendants deny the remainder of the averments of Paragraph 27 of the Complaint.

28. Defendants admit the averments of Paragraph 28 of the Complaint.

29. Defendants admit the averments of Paragraph 29 of the Complaint.

30. Defendants deny the averments of Paragraph 30 of the Complaint.

31. Defendants deny the averments of Paragraph 31 of the Complaint.

32. Defendants admit the averments of Paragraph 32 of the Complaint.

33. Defendants admit the ‘983 Patent states “during shingle production, the woven or non-woven fabric may be pushed into the hot, filled-asphalt coating, such that come of the filled-asphalt bleeds up and around the individual fibers and fiber bundles of fabric. This creates a positive bond between the fabric and the shingle substrate.” (Col. 4, lns. 49-54). Defendants deny the remainder of the averments of Paragraph 33 of the Complaint.

**D. “SureNail®” Infringes the Fast Felt ‘757 Patent**

**1. Claims 1 and 7**

34. Defendants admit that Owens Corning Roofing and Asphalt, LLC’s roof shingles that include “SureNail®” are roofing or building cover materials. Defendants deny the remainder of the averments of Paragraph 34 of the Complaint.

35. Defendants deny the averments of Paragraph 35 of the Complaint.

36. Defendants deny the averments of Paragraph 36 of the Complaint.

37. Defendants deny the averments of Paragraph 37 of the Complaint.

38. Defendants deny the averments of Paragraph 38 of the Complaint.

39. Defendants deny the averments of Paragraph 39 of the Complaint.

40. Defendants deny the averments of Paragraph 40 of the Complaint.

41. Defendants deny the averments of Paragraph 41 of the Complaint.

42. Defendants deny the averments of Paragraph 42 of the Complaint.

**2. Claim 2**

43. Defendants deny the averments of Paragraph 43 of the Complaint.

44. Defendants admit that the '654 Patent states that "the tape 19 is formed from a polyester ... [or] a polyolefin, such as polypropylene or polyethylene." (Col. 3, lns. 61-64). Defendants deny the remainder of the averments of Paragraph 44 of the Complaint.

**3. Claim 4**

45. Defendants deny the averments of Paragraph 45 of the Complaint.

46. Defendants admit that the '654 Patent states that "A continuous strip of reinforcement material or tape 19 ..." (Col. 3, lns. 53-4). Defendants deny the remainder of the averments of Paragraph 46 of the Complaint.

**4. Claim 6**

47. Defendants deny the averments of Paragraph 47 of the Complaint.

48. Defendants deny the averments of Paragraph 48 of the Complaint.

**E. Allegations of Infringement**

49. Defendants admit that Owens Corning Roofing and Asphalt, LLC has been and is now making, using, selling, offering for sale within the United States, and/or importing into the United States products, including roofing cover products such as the Duration® Series Shingles with "SureNail®." Defendants admit that Owens Corning Roofing and Asphalt, LLC previous made, used, sold, offered for sale within the United States, and/or imported into the United States products, including roofing cover products such as the Oakridge® Pro Series Shingles with

“SureNail®.” Defendants deny the remainder of the averments of Paragraph 49 of the Complaint.

50. Defendants deny the averments of Paragraph 50 of the Complaint.

51. Defendants deny the averments of Paragraph 51 of the Complaint.

52. Defendants deny the averments of Paragraph 52 of the Complaint.

53. Defendants are without information or knowledge sufficient to form a belief as to the truth of the averments of Paragraph 53 of the Complaint, and therefore deny the same.

54. Defendant admits the averments of 54 of the Complaint.

55. Defendants deny the averments of Paragraph 56 of the Complaint.

56. Defendants deny the averments of Paragraph 56 of the Complaint.

57. Defendants deny the averments of Paragraph 57 of the Complaint.

#### **AFFIRMATIVE DEFENSES**

58. Defendants hereby assert the following defenses to the claims and averments contained in the Complaint, without admitting that Defendants bear the burden of proof as to any of them. Defendants reserves the right to assert additional defenses and/or supplement existing defenses based upon information learned or developed through discovery, trial or otherwise, including but not limited to the defenses of inequitable conduct, patent misuse, and unclean hands.

#### **FIRST DEFENSE**

59. Plaintiff’s claims for direct infringement of Fast Felt ‘757 Patent fail to state a claim upon which relief can be granted.

**SECOND DEFENSE**

60. The claims of the Fast Felt '757 Patent are invalid for failing to meet one or more of the conditions for patentability set forth in the patent statute, including but not limited to 35 U.S.C. §§ 102, 103, and 112.

61. On information and belief, based on a preliminary analysis, and to the extent that the asserted claims of the '757 Patent are understood, such claims are invalid as being anticipated and/or rendered obvious by at least U.S. Patent Nos. 6,341,462 ("Kiik") and 6,228,785 ("Miller").

62. Kiik and Miller each disclose a method of making a roofing or building cover material, which comprises treating an extended length of substrate, as required by the preamble of claim 1 of the '757 Patent. (*See, e.g.*, Kiik, 2:3-23 and Miller, Figures 1-3, 3:21-4:67).

63. Kiik and Miller each disclose depositing tab material onto the surface of the roofing or building cover material at a plurality of nail tabs from a lamination roll, as required by claim 1 of the '757 Patent. (*See, e.g.*, Kiik, 2:3-51 and Miller, Figures 1-3, 3:21-4:67).

64. Kiik and Miller each disclose the tab material bonding to the surface of the roofing or building cover material by pressure between the roll and the surface, as required by claim 1 of the '757 Patent. (*Id.*).

65. Kiik and Miller each disclose that the tab material is substantially a polymer material, as required by claim 2 of the '757 Patent. (*See, e.g.*, Kiik, 1:32-41 and Miller, 6:51-59).

66. Kiik and Miller each disclose that the nail tabs are formed in a continuous strip, as required by claim 4 of the '757 Patent. (*See, e.g.*, Kiik, 2:24-51 and Miller, Figures 1-3, 4:14-37).



67. Kiik and Miller each disclose that the tab material is pre-formed before contact with the lamination roll, as required by claim 6 of the '757 Patent. (*See, e.g.*, Kiik, 1:61-2:17 and Miller, Figures 1-3, 4:14-37).

68. Kiik and Miller each disclose a method of making a roofing or building cover material, as required by the preamble of claim 7 of the '757 Patent. (*See, e.g.*, Kiik, 2:3-23 and Miller, Figures 1-3, 3:21-4:67).

69. Kiik and Miller each disclose first depositing nail tab material that is substantially made of a polymeric material at a plurality of locations on the roofing or building cover material, as required by claim 7 of the '757 Patent. (*See, e.g.*, Kiik, 1:32-41, 2:3-51 and Miller, Figures 1-3, 3:21-4:67, 6:51-59).

70. Kiik and Miller each disclose subsequently pressure adhering the nail tab material into nail tabs on the roofing or building cover material with a pressure roll, as required by claim 7 of the '757 Patent. (*See, e.g.*, Kiik, 2:3-51 and Miller, Figures 1-3, 3:21-4:67).

71. On information and belief, based on a preliminary analysis, and to the extent that the asserted claims of the '757 Patent are understood, such claims are invalid as being rendered obvious by at least U.S. Patent No. 6,451,409 ("Lassiter") in combination with either U.S. Patent No. 5,101,759 ("Hefele") or U.S. Patent No. 6,875,710 ("Eaton").

72. Lassiter discloses a method of making a roofing or building cover material, which comprises treating an extended length of substrate, as required by the preamble of claim 1 of the '757 Patent. (*See, e.g.*, Lassiter, Figure 1, 4:50-6:15 and '757 Patent Prosecution History, Office Action dated 12/28/2010, ¶10).

73. Lassiter discloses depositing tab material onto the surface of the roofing or building cover material at a plurality of nail tabs, as required by claim 1 of the '757 Patent. (*Id.*)

74. Lassiter discloses the tab material bonding to the surface of the roofing or building cover material, as required by claim 1 of the '757 Patent. (*Id.*).

75. Hefele and Eaton each disclose treating an extended length of substrate, as required by the preamble of claim 1 of the '757 Patent. (*See, e.g.*, Hefele, Figure 1, 3:18-4:5 and Eaton, Figures 11-11C and 25, 2:16-30, 14:19-16:37, 22:43-62.).

76. Hefele and Eaton each disclose depositing material onto the surface of the substrate at a plurality of locations from a lamination roll, as required by claim 1 of the '757 Patent. (*Id.*).

77. Hefele and Eaton each disclose the material bonding to the surface of the substrate by pressure between the roll and the surface, as required by claim 1 of the '757 Patent. (*Id.*).

78. Lassiter discloses that the tab material is substantially a polymer material, as required by claim 2 of the '757 Patent. (*See, e.g.*, Lassiter, 5:19-38.).

79. Hefele and Eaton each disclose that the material is substantially a polymer material, as required by claim 2 of the '757 Patent. (*See, e.g.*, Hefele, 2:47-52 and Eaton, 8:54-9:48.).

80. Lassiter discloses that the nail tabs are formed in a continuous strip, as required by claim 4 of the '757 Patent. (*See, e.g.*, Lassiter, Figures 2-4, 6:44-7:23.).

81. Hefele and Eaton each disclose that the material is formed as a continuous strip, as required by claim 4 of the '757 Patent. (*See, e.g.*, Hefele, 3:60-64 and Eaton, Figures 13-18, 18:37-19:57.).

82. Hefele and Eaton each disclose that the material is pre-formed before contact with the lamination roll, as required by claim 6 of the '757 Patent. (*See, e.g.*, Hefele, Figure 1, 3:18-4:5 and Eaton, Figures 11-11C and 25, 2:16-30, 14:19-16:37, 22:43-62.).

83. Lassiter discloses a method of making a roofing or building cover material, as required by the preamble of claim 7 of the '757 Patent. (*See, e.g.*, Lassiter, Figure 1, 4:50-6:15, 5:19-38 and '757 Patent Prosecution History, Office Action dated 12/28/2010, ¶10).

84. Lassiter discloses depositing nail tab material that is substantially made of a polymeric material at a plurality of locations on the roofing or building cover material, as required by claim 7 of the '757 Patent. (*Id.*).

85. Hefele and Eaton each disclose first depositing material that is substantially made of a polymeric material at a plurality of locations on a substrate, as required by claim 7 of the '757 Patent. (*See, e.g.*, Hefele, Figure 1, 2:47-52, 3:18-4:5 and Eaton, Figures 11-11C and 25, 2:16-30, 8:54-9:48, 14:19-16:37, 22:43-62.).

86. Hefele and Eaton each disclose subsequently pressure adhering the material onto the substrate with a pressure roll, as required by claim 7 of the '757 Patent. (*Id.*).

87. It would be obvious to one of ordinary skill in the art to modify Lassiter to include Hefele or Eaton's polymer deposition process because to do so would be a simple substitution of one well known polymer deposition technique for another to obtain predictable results. (*See, e.g.*, '757 Patent Prosecution History, Office Action dated 12/28/2010, ¶10 and amendment dated 06/06/2011).

88. The claims of the '757 Patent are also invalid under 35 U.S.C. §112 at least on the basis of indefiniteness and/or lack of written description/enabement.

89. No support is found in the ‘757 Patent specification for the claimed limitation “depositing tab material onto the surface of said roofing or building cover material at a plurality of nail tabs from a lamination roll” (claim 1). Nowhere does the ‘757 Patent specification disclose (1) depositing tab material at a plurality of nail tabs or (2) from a lamination roll as claimed.

90. No support is found in the ‘757 Patent specification for the claimed limitation “subsequently pressure adhering said nail tab material into nail tabs on said roofing or building cover material with a pressure roll” (claim 7). Nowhere does the ‘757 Patent specification disclose (1) pressure adhering nail tab material into nail tabs on the roofing or building cover material as claimed or (2) first depositing nail tab material and subsequently pressure adhering the nail tab material.

91. Discovery has not commenced in this action and the court has not provided a claim construction order and Owens Corning reserves the right to assert additional grounds of invalidity in this matter, but the exemplary grounds for invalidity provided herein demonstrate Owens Corning’s entitlement to a judgment in its favor.

### **THIRD DEFENSE**

92. Defendants are not and have not directly infringed any valid claim of the Fast Felt ‘757 Patent.

### **FOURTH DEFENSE**

93. By reason of statements and /or claim amendments made by or on behalf of the applicants during the prosecution of the applications that led to the issuance of the Fast Felt ‘757 Patent, Plaintiff is estopped from asserting a scope for the claims of the Fast Felt ‘575 Patent that would cover the accused products.

**FIFTH DEFENSE**

94. Upon information and belief, some or all of Plaintiff's claims are barred, in whole or in part, by the statute of limitations.

**SIXTH DEFENSE**

95. Upon information and belief, some or all of Plaintiff's claims are barred, in whole or in part, by the doctrines of laches or equitable estoppel.

**SIXTH DEFENSE**

96. Upon information and belief, Plaintiff is barred by the equitable doctrine of unclean hands from seeking the relief requested in the Complaint.

**EIGHTH DEFENSE**

97. Fast Felts's claims for patent infringement are barred, in whole or in part, by 35 U.S.C. § 287(a).

**COUNTERCLAIMS**

Defendants/Counterclaimants Owens Corning and Owens Corning Roofing and Asphalt, LLC (collectively "Owens Corning"), by and through their undersigned counsel, hereby brings the following counterclaims against Plaintiff/Counterclaim Defendant Fast Felt Corporation and avers as follows:

**I. PARTIES**

1. Owens Corning is a Delaware corporation with a principal place of business at One Owens Corning Parkway, Toledo, Ohio 43659.

2. Owens Corning Roofing and Asphalt, LLC is a Delaware limited liability company with a principal place of business at One Owens Corning Parkway, Toledo, Ohio 43659.

3. Upon information and belief, Fast Felt is a Texas corporation having a principal place of business located at 11302 Memorial Drive, Houston, Texas 77024.

## **II. JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction over these counterclaims pursuant to 28 U.S.C. §§ 1331, 1338, and 2201. This is an action under the Patent Laws of the United States 35 U.S.C. §§ 1-376, which provide for original jurisdiction in actions arising under the Patent Act.

5. Fast Felt is subject to the personal jurisdiction of this Court, including without limitation because it has availed itself of the protection of this judicial district by bringing the present action against Owens Corning here.

6. Venue exists in this judicial district pursuant to 28 U.S.C. § 1391.

### **COUNT I** **(Declaratory Judgment of Non-Infringement)**

7. Owens Corning repeats and incorporates by reference the averments of Paragraphs 1 through 6 of its Counterclaims as if fully set forth herein.

8. In this action, Air Vent asserts that Owens Corning is directly infringing and has directly infringed U.S. Patent No. 8,137,757 (“the ‘757 Patent”).

9. Owens Corning is not directly infringing and has not directly infringed any valid claim of the ‘757 Patent.

10. An actual controversy exists between Fast Felt and Owens Corning regarding direct infringement of the ‘757 Patent.

11. Owens Corning is entitled to a declaratory judgment that it is not directly infringing and has not directly infringed any valid claim of the ‘575 Patent.

12. Upon information and belief, absent a declaration of non-infringement by the Court, Fast Felt has and will continue to wrongfully assert the '757 Patent against Owens Corning, thereby causing Owens Corning irreparable injury and damage.

13. This is an exceptional case under 35 U.S.C. § 285 justifying an award of attorneys' fees to Owens Corning.

**COUNT II**  
**(Declaratory Judgment of Invalidity)**

14. Owens Corning repeats and incorporates by reference the averments of Paragraphs 1 through 6 of its Counterclaims as if fully set forth herein.

15. In this action, Fast Felt asserts that Owens Corning is directly infringing and has directly infringed the '757 Patent.

16. The claims of the '757 Patent are invalid for failing to meet one or more of the conditions for patentability set forth in the patent statute, including but not limited to 35 U.S.C. §§ 102, 103, and 112.

17. Specifically, Owens Corning incorporates by reference Paragraphs 60-91 of Owens Corning's Second Defense, which provide exemplary reasons why the claims of the '757 Patent are invalid for failure to comply with the requirements of the patent laws of the United States, including, but not limited to, 35 U.S.C. §§ 102, 103, and 112.

18. An actual controversy exists between Fast Felt and Owens Corning regarding the validity of the claims of the '757 Patent.

19. Owens Corning is entitled to a declaratory judgment that the claims of the '757 Patent are invalid.

20. Upon information and belief, absent a declaration of invalidity by the Court, Fast Felt has and will continue to wrongfully assert the '757 Patent against Owens Corning, thereby causing Owens Corning irreparable injury and damage.

21. This is an exceptional case under 35 U.S.C. § 285 justifying an award of attorneys' fees to Owens Corning.

22. Discovery has not commenced in this action and Owens Corning reserves the right to assert additional grounds of invalidity in this matter, but the exemplary grounds for invalidity provided in Paragraphs 60-91 of Owens Corning's Second Defense and incorporated herein by reference demonstrate Owens Corning's entitlement to the declaratory relief it seeks.

### **DEMAND FOR JUDGMENT**

Wherefore Defendants/Counterclaimants Owens Corning and Owens Corning Roofing and Asphalt, LLC respectfully requests the Court enter judgment in its favor and Fast Felt on both Fast Felt's Complaint and Owens Corning's Counterclaims as follows:

A. That Fast Felt's Complaint be dismissed with prejudice and that Fast Felt takes nothing;

B. That judgment be entered declaring that Owens Corning and Owens Corning Roofing and Asphalt, LLC are not and have not directly infringed any valid claim of the '757 Patent;

C. That judgment be entered declaring the claims of the '757 Patent to be invalid;

D. That this Court enjoin Fast Felt, its officers, agents, servants, employees, attorneys, representatives, distributors, and all other persons in active concert or participation with Fast Felt from stating, implying or otherwise communication to others that Owens Corning and Owens Corning Roofing and Asphalt, LLC's roofing products infringe the '757 Patent.



E. That this case be declared exceptional within the meaning of 35 U.S.C. § 285 and awarding Owens Corning and Owens Corning Roofing and Asphalt, LLC their expenses and attorneys' fees incurred in this action;

F. That Owens Corning and Owens Corning Roofing and Asphalt, LLC be awarded their costs incurred in this action; and

G. That Owens Corning and Owens Corning Roofing and Asphalt, LLC be awarded any other relief this Court deems just and proper.

August 5, 2014

Respectfully submitted,

/s/ Nenad Pejic

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Attorneys for Defendants/Counterclaimants Owens  
Corning and Owens Corning Roofing and Asphalt  
LLC

**DEFENDANTS' DEMAND FOR A JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Defendants/Counterclaimants Owens Corning and Owens Corning Roofing and Asphalt, LLC hereby request a jury trial on all issues so triable.

August 5, 2014

/s/ Nenad Pejic  
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**CERTIFICATE OF SERVICE**

I hereby certify that on August 5, 2014, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt, and parties may access this filing through the Court's system.

*/s/ Nenad Pejic*  
\_\_\_\_\_  
*One of the Attorneys for*  
*Defendants/Counterclaimants Owens Corning and*  
*Owens Corning Roofing and Asphalt LLC*