

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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ACCORDANT ENERGY, LLC,

Plaintiff,

v.

Civil Action No. 1:17-cv-411

VEXOR TECHNOLOGY, INC., VEXOR  
TECHNOLOGY, LLC, VEXOR  
ENTERPRISES, LTD., and VEXOR  
ENERGY OF INDIANA, LLC,

Defendants.

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**PLAINTIFF ACCORDANT ENERGY, LLC'S  
COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Accordant Energy, LLC (“Accordant”), by counsel, alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for patent infringement. Accordant brings this action to enjoin the manufacture, use, sale, offer to sell and importation by Defendants Vexor Technology, Inc.; Vexor Technology, LLC; Vexor Enterprises, Ltd.; and Vexor Energy of Indiana, LLC (collectively “Vexor”) of products and methods that infringe valid and enforceable U.S. patents owned by Accordant, and for monetary damages for Defendants’ infringement.

**THE PARTIES**

2. Plaintiff Accordant is a corporation organized under the laws of the State of Delaware, and having a principal place of business at 225 S. Main Street, Rutland, VT 05701.

3. Accordant has developed an innovative renewable energy resource, called ReEngineered Feedstock, that is manufactured primarily from materials in municipal solid waste (“MSW”) that would otherwise have ended up in a landfill. ReEngineered Feedstock is designed to replace a portion of the coal or other fuels used in boilers, kilns or other combustion units, thereby reducing pollutants and greenhouse gases.

4. The technology behind the production of ReEngineered Feedstock has been in development since at least 2008, when the members of Accordant’s executive management and technical team were employed by a solid waste management company called Casella Waste Systems, Inc. In 2011, RE Community Holdings acquired certain physical assets and intellectual property from Casella and continued the development of this waste-based engineered fuel. In 2013, the technology and developmental efforts were spun off into a company called MPH Energy LLC. Following its divestment from ReCommunity Holdings, MPH Energy, which was renamed Accordant Energy, LLC in 2014, has continued to be managed by leaders from Casella and ReCommunity with the aim to further develop ReEngineered Feedstock production facilities and further commercialize the ReEngineered Feedstock technology.

5. On information and belief, Defendant Vexor Technology, Inc. is a corporation organized under the laws of the State of Ohio, and having a principal place of business at 955 West Smith Road, Medina, OH 44256.

6. On information and belief, Defendant Vexor Technology, LLC is a limited liability company organized under the laws of the State of Michigan, and having a principal place of business at 955 West Smith Road, Medina, OH 44256.

7. On information and belief, Defendant Vexor Enterprise, Ltd. is a limited company organized under the laws of the State of Ohio, and having a principal place of business at 955 West Smith Road, Medina, OH 44256.

8. On information and belief, Defendant Vexor Energy of Indiana, LLC is a limited liability company organized under the laws of the State of Indiana, and having a principal place of business at 955 West Smith Road, Medina, OH 44256.

**JURISDICTION AND VENUE**

9. This is a civil action for patent infringement arising under the United States patent statutes, 35 U.S.C. § 1 *et seq.*

10. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).

11. Vexor is subject to this Court's personal jurisdiction because it does and has done substantial business in this judicial district, including upon information and belief making, selling and/or offering to sell in this judicial district its VEXOR Engineered Fuel® product. In addition, on information and belief, Vexor directly and/or through its distribution network regularly places its VEXOR Engineered Fuel® product in the stream of commerce with the knowledge and/or understanding that such products will be sold and used in Ohio and within this judicial district.

12. Finally, Vexor is subject to the general jurisdiction of this Court because it has regular and systematic contacts with this forum such that the exercise of jurisdiction over it would not offend traditional notions of fair play and substantial justice. Upon information and belief, Defendants Vexor Technology, Inc. and Vexor Enterprises, Ltd. are incorporated in Ohio, and all of the Vexor Defendants have their principal place of business within this judicial district.

13. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b) because Vexor has committed acts of infringement and does business in this district.

## **BACKGROUND**

14. Coal has played and continues to play a large role in global energy production, but the combustion of coal releases numerous pollutants such as sulphur oxides, nitrogen oxides, mercury, hydrogen chloride, carbon dioxide, and particulate matter. As energy needs continue to increase while regulations on the release of these pollutants and greenhouse gases continue to tighten worldwide, an alternative to coal that retains its benefits while reducing these drawbacks becomes more and more essential.

15. One such potential substitute for reducing reliance on coal is discarded combustible material present in municipal solid waste (“MSW”). According to some estimates, the United States deposits over 60 million tons of combustible fuel in landfills each year. To the extent that this material is derived from renewable, biogenic sources (*i.e.*, paper and other fibers derived from recently grown plants, as opposed to fossil fuels), using this material to reduce the amount of coal consumed would reduce the net emission of carbon dioxide, a greenhouse gas.

16. Burning MSW for its energy presents several difficult challenges, however. For example, the waste must be sorted to remove hazardous materials pursuant to EPA regulations governing waste incineration. And even after it has been screened in this manner, the MSW remains a heterogenous waste. Its composition and its emissions from combustion are highly variable. This screened but otherwise unprocessed MSW also typically has low heating values and high moisture and ash contents.

17. Existing boilers, kilns or other combustion units, on the other hand, operate optimally when the fuel used has relatively homogenous heating, emission, and other characteristics, rendering traditional combustible MSW fuels generally unsuitable for these applications. Traditional non-recyclable, combustible MSW, in other words, was not an adequate alternative to coal before Accordant’s development of ReEngineered Feedstock technology.

18. For this reason, when it was burned, non-recyclable MSW was previously combusted primarily for disposal purposes, with energy generation typically being only a secondary concern.

**ACCORDANT'S INNOVATIVE REENGINEERED FEEDSTOCK TECHNOLOGY**

19. Accordant rose to the challenge and worked to devise a solution to create a practical, economic alternative fuel derived from wastes. As part of that effort, and at significant expense, Accordant designed components, systems, and methods for creating its ReEngineered Feedstock, an innovative fuel that allows for the recapture of much of the energy value found in wastes that would otherwise be landfilled.

20. Accordant was motivated by several objectives in developing the ReEngineered Feedstock system, including, in particular: (1) to maximize the effectiveness and economic viability of a single stream recycling process and to reduce landfilling by removing the maximum possible percentage of recyclable materials from a waste stream and (2) to engineer a customizable, homogenous, consistent, cost-effective fuel from discarded wastes that has a comparable heating value to traditional fuels and assists in controlling and reducing emissions of hazardous pollutants and greenhouse gasses.

21. ReEngineered Feedstock is a precisely engineered product resulting from two core innovations developed by Accordant: an advanced solid waste recycling and recovery process coupled with a patented fuel production technology.

22. Accordant's ReEngineered Feedstock process begins with source materials, *i.e.*, wastes including industrial and municipal solid wastes, being delivered to an advanced recycling facility. This facility is equipped to accept commingled residential, commercial, and industrial waste streams. There, the material is first pre-sorted to separate out large metals or rigid plastics for recycling and to remove prohibitive or overly bulky materials. The remaining source

materials are fed into a series of automated processing lines, such as shredders, magnetic separators, optical sorters, eddy current separators, and others, to segregate and recover marketable recyclable materials and remove hazardous, prohibitive, and non-combustible materials.

23. This presorted source material is then fed through another series of processing lines that further segregate the different components, such as fibers, soft plastics, hard plastics, and metals, found in the waste stream. Along these processing lines, the marketable recyclables continue to be removed for recycling, and the hazardous, non-combustible, or prohibitive materials (*e.g.*, PVC plastics) are removed for landfilling, recycling, or further processing.

24. An end result of Accordant's processing is that marketable recyclable materials, including paper, paper products, cardboard, PET and HDPE plastics, glass, aluminum, ferrous metals, and others, have been removed from the waste stream, and sold as valuable commodities to recyclers.

25. Instead of being sent to a landfill, the remaining combustible, non-recyclable residues including fibers, hard plastics, and soft plastics from the initial waste stream have been segregated into separate silos and are ready for further processing into ReEngineered Feedstock. The Accordant process can reduce the amount of landfilled material from the current average of about 54% to approximately 10-20% of the waste stream.

26. In the next stage of the Accordant process, ReEngineered Feedstock can be manufactured from four constituent ingredients: fibers, hard plastics, soft plastics, and sorbents. Sorbents are non-combustible additives that can be optionally added to control the emission of various air pollutants when ReEngineered Feedstock is burned with traditional fuels such as coal.

27. In the ReEngineered Feedstock manufacturing process, the constituent ingredients are carefully measured, mixed in the desired proportion, and can be conditioned via thermal,

chemical and mechanical processes to produce an end product that meets the specific heating requirements and emissions reduction needs of each end user.

28. Figure 1, below, is a diagram illustrating Accordant's ReEngineered Feedstock

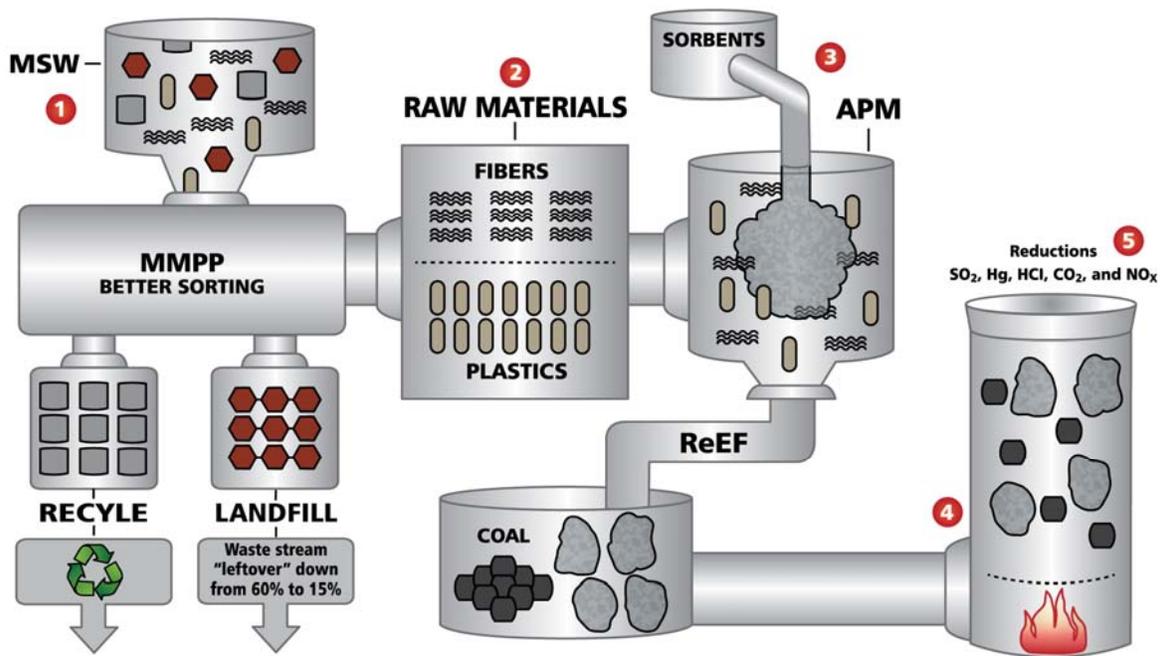


Figure 1 ~ ReEngineered Feedstock Technology

- 1.** MSW contracted through municipalities and solid waste companies.
- 2.** Our advanced Multi-Material Process Platform (MMPP) recovers all usable fibers and plastics for sale into the recycling market and uses only non-recyclable fibers and plastics as ingredients for the fuel.
- 3.** The fibers and plastics processed in our proprietary Advanced Product Manufacturing (APM) system, dechlorinating plastic materials and bonding with the sorbents and integrating the fibers to create an integrated fuel particle, ReEF.
- 4.** ReEF is co-fired with coal in combustion units.
- 5.** The combined fuel/sorbent technology of ReEF helps reduce environmental air pollutants.

technology:

**Figure 1: Diagram of Accordant's ReEngineered Feedstock® Technology**

29. ReEngineered Feedstock is a precisely engineered fuel and can be designed to have a similar heating value to traditional fuels like coal.

30. Burning ReEngineered Feedstock with coal creates several significant environmental and economic benefits.

31. Some of the environmental benefits include: reductions in sulfur, nitric oxide, hydrogen chloride and mercury emissions; reduce consumption of coal in combustion units; reduced CO<sub>2</sub> emissions as a result of the biogenic carbon content of the fuel; reduced landfill disposal and resultant greenhouse gas emissions; and the potential to reduce scrubber water use at power plants.

32. Some of the economic benefits include: reduced capital expenditures for traditional air pollution control technologies, potential for improved plant efficiency, the potential to decrease parasitic load from existing air pollution control equipment, and capital-efficient and low-cost deployment of renewable power.

33. On August 24, 2014, Accordant's ReEngineered Feedstock was recognized by the United States Environmental Protection Agency as a non-waste fuel, meaning that existing steam electric generating units or other coal-burning units combusting ReEngineered Feedstock along with coal with are not subject to the solid waste or hazardous waste incinerator rules associated with combusting waste fuels.

34. Accordant has completed numerous combustion tests using ReEngineered Feedstock, including a commercial-scale test with an electricity generating utility in October 2013.

35. Accordant and its licensee partners are working towards fully commercializing its innovative ReEngineered Feedstock technology.

#### **THE PATENTS-IN-SUIT**

36. In recognition of the innovative features of Accordant's ReEngineered Feedstock technology, the U.S. Patent and Trademark Office has awarded multiple patents to Accordant, covering systems, methods, and compositions associated with the ReEngineered Feedstock

technology. Accordant also has numerous patents pending that protect additional aspects of this technology.

37. On June 23, 2015, the United States Patent and Trademark Office duly and legally issued United States Patent No. 9,062,268 (“the ‘268 Patent”, a copy of which is attached as Exhibit A hereto), entitled “ENGINEERED FUEL FEED STOCK,” to Accordant Energy, LLC.

38. On December 20, 2016, the United States Patent and Trademark Office duly and legally issued United States Patent No. 9,523,051 (“the ‘051 Patent”, a copy of which is attached as Exhibit B hereto), entitled “ENGINEERED FUEL FEED STOCK,” to Accordant Energy, LLC.

39. Accordant is the owner by assignment of the entire right, title, and interest in each of the ‘268 Patent and the ‘051 Patent (collectively, the “Patents-in-Suit”).

#### **VEXOR’S INFRINGING ENGINEERED FUEL**

40. Upon information and belief, Vexor manufactures and sells an alternative fuel called Vexor Engineered Fuel® (“VEF”), manufactured from processed MSW.

41. On its website, Vexor describes VEF as “a manufactured product with a commercial application utilized as a coal substitute in a combustion unit where coal is burned, such as a cement kiln, lime kiln, or utility boiler. This alternative energy source is manufactured from various non-hazardous industrial and commercial material[] that holds no value and has historically been disposed of in landfills.”

42. On March 14, 2013, Vexor sent a letter to the United States Environmental Protection Agency seeking a determination of qualification of VEF as a non-waste fuel under the Non Hazardous Secondary Material rule. In this letter and the accompanying attachments (a copy of which is attached hereto as Exhibit C), Vexor describes the composition of VEF and the processes by which VEF is manufactured.

43. In this letter, Vexor outlines the steps taken to process wastes into VEF. March 13, 2016 EPA Letter at 2.

44. Vexor states that industrial and commercial wastes are utilized as raw materials in the VEF manufacturing process and gives examples of such waste as including: plant debris, paper bags, oily or waxy cardboard, coated plastics or other hard to recycle or un-recyclable materials, sawdust, and diaper tailings. *Id.* at 1. Vexor states that these materials are “segregated for processing into VEF.” *Id.*

45. Vexor also claims incorrectly that Accordant’s processed ReEngineered Feedstock is utilized in the VEF manufacturing process. *Id.* at 1-2.

46. Vexor states that materials are evaluated based on a number of parameters to determine if those materials can be used as a raw material for VEF and that “[a]ll inbound wastes and materials are sampled and tested following the approved plan for fingerprint analysis to verify the wasted compared to the approval.” *Id.* at 2.

47. Vexor also states that “[c]ertain materials are removed such as metals, inorganic materials, and other materials not able to support combustion.” *Id.*

48. Vexor further states that VEF is manufactured to meet the specification of fuel per the end user’s needs and that Vexor “employs rigorous procedures for the selection of wastes and other materials to process to achieve the specifications for the end user kiln based on parameter testing including BTU’s, ash content, sulfur, halogen, and mercury among others identified by kiln operations and air emissions.” *Id.*

49. Vexor also describes how the selected components of VEF are blended via a “mixing and processing recipe” dictated by the fuel needs of an end user. *Id.*

50. Vexor states that materials to enhance combustion or for the beneficial use to the kiln are added, if needed, during the processing based on quality assurance testing. *Id.*

51. Vexor further states that its VEF has a heating value in the range of 6,000–13,000 BTU/lb. *Id.* at 6.

52. Vexor also specifies that its VEF has a moisture content in the range of 5-15% by weight, a maximum sulfur content of 1% by weight, a maximum chlorine content of 0.5% by weight, and a maximum ash content of 10% by weight. *Id.*

### **COUNT I: INFRINGEMENT OF THE '268 PATENT**

53. With respect to the '268 Patent, Vexor has been and is now directly infringing at least claims 1-6, 8, 13-14, 19, 21-26, 28, 33, 35, and 39 of the '268 Patent, either literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling within the United States products, including but not limited to Vexor Engineered Fuel®.

#### **Notice of Infringement**

54. On information and belief, prior to the filing of the suit, Vexor was aware of and analyzed the '268 Patent. Vexor was made aware of the '268 Patent at least as of September 23, 2016 by a letter from Accordant's counsel to Vexor, notifying Vexor of the '268 Patent, as well as other Accordant patents that might be of interest to Vexor. That letter is attached hereto as Exhibit D.

55. Accordant's counsel sent a second letter to Vexor's counsel on October 25, 2016, attached hereto as Exhibit E, that responded to a letter from Vexor's counsel and provided more details regarding the '268 Patent. Accordant did not receive a response from Vexor to this letter.

56. Vexor was placed on notice of Accordant's '268 Patent infringement claims at least as of the filing of this Complaint.

57. Upon Vexor's gaining knowledge of the '268 Patent, it was apparent to Vexor that the manufacture of Vexor Engineered Fuel® infringes the '268 Patent.

58. On information and belief, upon Vexor's gaining knowledge of the '268 Patent, Vexor has opted to continue its willful, deliberate, and intentional infringement of one or more claims of the '268 Patent at least by making, using, selling, importing, and/or offering to sell Vexor Engineered Fuel® in reckless disregard of the claims of Accordant's '268 Patent.

59. Upon information and belief, the risk of infringement of the '268 Patent was either known by Vexor or so obvious to it that the risk should have been known to Vexor. In fact, Vexor has acted despite an objectively high likelihood that its actions constitute an infringement of the '268 Patent.

#### **Direct Infringement of the '268 Patent**

60. Vexor has infringed the '268 Patent under Section 271 of Title 35 of the United States Code by making, using, selling and/or offering to sell in, and/or importing into, the United States Vexor Engineered Fuel®.

61. With respect to the '268 Patent, Vexor has been and is now directly infringing at least claims 1-6, 8, 13-14, 19, 21-26, 28, 33, 35, and 39 of the '268 Patent by manufacturing Vexor Engineered Fuel® according to the processes described in its March 14, 2013 Letter to the EPA.

62. Vexor Engineered Fuel® is an "engineered fuel feed stock from a processed waste stream" that is produced by the method provided in claim 1 of the '268 patent. '268 Patent at claim 1.

63. Vexor Engineered Fuel® is manufactured by "a) selecting a plurality of components from a processed waste stream which components in combination have chemical

molecular characteristics comprising: a carbon content of between about 30 wt. % and about 80 wt. %, and a hydrogen content of between about 3 wt. % and about 10 wt. %.” *Id.*

64. Vexor Engineered Fuel® is further manufactured by “b) combining the selected components of step a) to form an engineered fuel feed stock; wherein the engineered fuel feed stock contains biodegradable waste and non-biodegradable waste and is substantially free of glass, metals, grit, and noncombustible waste.” *Id.*

65. Similarly, Vexor Engineered Fuel® is an “engineered fuel feed stock” that is produced by the method provided in claim 21 of the ‘268 patent. ‘268 Patent at claim 21.

66. Vexor Engineered Fuel® is manufactured by “a) receiving a plurality of waste streams” and “b) inventorying components of the plurality of waste streams based on the chemical molecular characteristics of the components.” *Id.*

67. Vexor Engineered Fuel® is further manufactured by “(c) selecting components to have chemical molecular characteristics comprising: a carbon content of between about 30 wt. % and about 80 wt. %, and a hydrogen content of between about 3 wt. % and about 10 wt. %” and “d) combining the components to form the engineered fuel feed stock, wherein the engineered fuel feed stock contains biodegradable and non-biodegradable materials and is substantially free of glass, metals, grit, and noncombustible waste.” *Id.*

68. Upon information and belief, at least some Vexor Engineered Fuel® has “a moisture content of between about 10 wt. % and about 30 wt. %.” *Id.* at claims 2 & 22.

69. Upon information and belief, at least some Vexor Engineered Fuel® has “a sulfur content of less than about 0.5 wt. %” *Id.* at claims 3 & 23.

70. Vexor Engineered Fuel® has “a chlorine content of less than about 1 wt. %.” *Id.* at claims 4 & 24.

71. Upon information and belief, at least some Vexor Engineered Fuel® has high heating value (“HHV”) of “between about 5,000 BTU/lb and about 13,000 BTU/lb.” *Id.* at claims 5 & 25.

72. Upon information and belief, at least some Vexor Engineered Fuel® has an HHV of “between 7,500 BTU/lb and about 11,000 BTU/lb.” *Id.* at claims 6 & 26.

73. Vexor Engineered Fuel® has “an ash content of less than about 10 wt. %.” *Id.* at 8 & 28.

74. Upon information and belief, at least some Vexor Engineered Fuel® is manufactured from “a processed industrial waste stream.” *Id.* at claims 13 & 33.

75. Upon information and belief, at least some Vexor Engineered Fuel® contains additional fuel components. *Id.* at claims 14 & 35.

76. Upon information and belief, at least some Vexor Engineered Fuel® “includes fiber and plastic.” *Id.* at claims 19 & 39.

77. Because Vexor Engineered Fuel® is manufactured by a process meeting each and every step of claims 1-6, 8, 13-14, 19, 21-26, 28, 33, 35, and 39 of the ‘268 Patent, Vexor’s manufacture of Vexor Engineered Fuel® constitutes infringement of at least claims 1-6, 8, 13-14, 19, 21-26, 28, 33, 35, and 39 of the ‘268 Patent.

78. On information and belief, Vexor’s infringement of the ‘268 Patent has been willful.

79. As a consequence of Vexor’s infringement, Accordant has been harmed and is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Accordant is further entitled to have Vexor enjoined

from committing additional acts of infringement, which constitute a willful violation of Accordant's rights, and which would subject Accordant to irreparable harm.

80. Accordant has been and will continue to be irreparably harmed by Vexor's infringement of the '268 Patent. Moreover, Vexor's infringement has threatened the value of the '268 Patent because Vexor's conduct results in Accordant's loss of its lawful patent rights to exclude others from making, using, offering to sell, selling and/or importing the patented inventions.

81. Vexor's continuing infringement has irreparably harmed and continues to irreparably harm Accordant by denying Accordant the exclusive enjoyment to the inventions claimed in the Patents-in-Suit. Specifically, Vexor's infringement denies Accordant the exclusive right to manufacture, sell, offer to sell, import and market alternative fuel products manufactured from solid waste covered by the Patents-in-Suit, and/or to license others to do so.

82. Vexor's infringement irreparably harms Accordant by, among other things, eroding the price Accordant and its licensed partners may receive for Accordant's revolutionary ReEngineered Feedstock product.

83. Vexor's infringement irreparably harms Accordant's accumulated goodwill by, among other things, requiring Accordant and its licensed partners to compete against an infringing product and by causing confusion in the marketplace about whether Vexor's product is affiliated with Accordant's patented technology.

84. Vexor will derive a competitive advantage from selling, offering to sell, using and/or importing Accordant's patented technology without paying compensation for such sales, offers to sell, use and/or importation. Accordingly, unless and until Vexor's continued acts of infringement are enjoined, Accordant will suffer further irreparable harm for which there is no adequate remedy at law.

**COUNT II: INFRINGEMENT OF THE '051 PATENT**

85. With respect to the '051 Patent, Vexor has been and is now directly infringing at least claims 1-3, 6-8, and 11 of the '051 Patent, either literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling within the United States products, including but not limited to Vexor Engineered Fuel®.

**Notice of Infringement**

86. On information and belief, prior to the filing of the suit, Vexor was aware of and analyzed the '051 Patent. Vexor was made aware that Accordant had many issued patents and patent applications directed to compositions of and methods for producing engineered fuels derived from solid waste in a letter from Accordant's counsel sent to Vexor's counsel on October 25, 2016.

87. Vexor was placed on notice of Accordant's '051 Patent infringement claims at least as of the filing of this Complaint.

88. Upon Vexor's gaining knowledge of the '051 Patent, it was apparent to Vexor that the manufacture and sale of Vexor Engineered Fuel® infringes the '051 Patent.

89. On information and belief, upon Vexor's gaining knowledge of the '051 Patent, Vexor has opted to continue its willful, deliberate, and intentional infringement of one or more claims of the '051 Patent at least by using, selling, importing, and/or offering to sell Vexor Engineered Fuel® in reckless disregard of the claims of Accordant's '051 Patent.

90. Upon information and belief, the risk of infringement of the '051 Patent was either known by Vexor or so obvious to it that the risk should have been known to Vexor. In fact, Vexor has acted despite an objectively high likelihood that its actions constitute an infringement of the '051 Patent.

### Direct Infringement of the '051 Patent

91. Vexor has infringed the '051 Patent under Section 271 of Title 35 of the United States Code by making, using, selling and/or offering to sell in, and/or importing into, the United States Vexor Engineered Fuel®.

92. With respect to the '051 Patent, Vexor has been and is now directly infringing at least claims 1-3, 6-8, and 11 of the '051 Patent by manufacturing and selling Vexor Engineered Fuel®, as this product meets each and every limitation of claims 1-3, 6-8, and 11.

93. Vexor Engineered Fuel® is an “engineered fuel feed stock, comprising at least one component derived from a processed MSW waste stream.” '051 Patent at claim 1.

94. Upon information and belief, at least some Vexor Engineered Fuel® has a HHV “of between about 3,000 BTU/lb and about 8,000 BTU/lb.” *Id.*

95. Vexor Engineered Fuel® has “a carbon content of between about 30 wt. % and about 80 wt. %.” *Id.*

96. Upon information and belief, Vexor Engineered Fuel® has “an O/C ratio of between 0.6 (w/w) and 1.0 (w/w).” *Id.*

97. Vexor Engineered Fuel® has “a hydrogen content of between about 3 wt. % and about 10 wt. %.” *Id.*

98. Vexor Engineered Fuel® “contains substantially no glass, metals, grit, and noncombustible waste.” *Id.*

99. Upon information and belief, at least some Vexor Engineered Fuel® has “a HHV of between about 5,000 BTU/lb and about 8,000 BTU/lb.” *Id.* at claim 2.

100. Vexor Engineered Fuel® has “a moisture content of less than about 30 wt. %.” *Id.* at claim 3.

101. Vexor Engineered Fuel® has “a sulfur content of less than about 2 wt. %.” *Id.* at claim 6.

102. Vexor Engineered Fuel® has “a chlorine content of less than about 1 wt. %.” *Id.* at claim 7.

103. Vexor Engineered Fuel® is manufactured from a waste stream containing “biodegradable and non-biodegradable waste.” *Id.* at claim 8.

104. Upon information and belief, at least some Vexor Engineered Fuel® has “an ash content of less than about 10 wt. %.” *Id.* at claim 11.

105. Because Vexor Engineered Fuel® meets each and every element of claims 1-3, 6-8, and 11 of the ‘051 Patent, Vexor’s manufacture and sale of Vexor Engineered Fuel® constitutes infringement of at least claims 1-3, 6-8, and 11 of the ‘051 Patent.

106. On information and belief, Vexor’s infringement of the ‘051 Patent has been willful.

107. As a consequence of Vexor’s infringement, Accordant has been harmed and is entitled to recover damages adequate to compensate it for the injuries complained of herein, but in no event less than a reasonable royalty. Accordant is further entitled to have Vexor enjoined from committing additional acts of infringement, which constitute a willful violation of Accordant’s rights, and which would subject Accordant to irreparable harm.

108. Accordant has been and will continue to be irreparably harmed by Vexor’s infringement of the ‘051 Patent. Moreover, Vexor’s infringement has threatened the value of the ‘051 Patent because Vexor’s conduct results in Accordant’s loss of its lawful patent rights to

exclude others from making, using, offering to sell, selling and/or importing the patented inventions.

109. Vexor's continuing infringement has irreparably harmed and continues to irreparably harm Accordant by denying Accordant the exclusive enjoyment to the inventions claimed in the Patents-in-Suit. Specifically, Vexor's infringement denies Accordant the exclusive right to manufacture, sell, offer to sell, import and market alternative fuel products manufactured from solid waste covered by the Patents-in-Suit, and/or to license others to do so.

110. Vexor's infringement irreparably harms Accordant by, among other things, eroding the price Accordant or its licensed partners may receive for Accordant's revolutionary ReEngineered Feedstock product.

111. Vexor's infringement irreparably harms Accordant's accumulated goodwill by, among other things, requiring Accordant and its licensed partners to compete against an infringing product and by causing confusion in the marketplace about whether Vexor's product is affiliated with Accordant's patented technology.

112. Vexor will derive a competitive advantage from selling, offering to sell, using and/or importing Accordant's patented technology without paying compensation for such sales, offers to sell, use and/or importation. Accordingly, unless and until Vexor's continued acts of infringement are enjoined, Accordant will suffer further irreparable harm for which there is no adequate remedy at law.

### **REQUEST FOR RELIEF**

WHEREFORE, Accordant respectfully requests the following relief:

A. A judgment holding Vexor liable for infringement of the '268 Patent and the '051 Patent;

B. A permanent injunction against Vexor, its officers, agents, servants, employees, attorneys, parent and subsidiary corporations, assigns and successors in interest, and those persons in active concert or participation with them, enjoining them from continued acts of infringement of the '268 Patent and the '051 Patent;

C. Damages to compensate Accordant for injuries resulting from Vexor's infringement of the '268 Patent and the '051 Patent, together with pre-judgment and post-judgment interest;

D. Pursuant to 35 U.S.C. § 284, a judgment trebling damages awarded to Accordant due to Vexor's willful infringement of the '268 Patent and the '051 Patent;

E. A judgment finding this Action to be an exceptional case, and an award to Accordant for its attorneys' fees and costs pursuant to 35 U.S.C. § 285; and

F. Such other relief as the Court deems just and equitable.

Dated: February 28, 2017

Respectfully submitted,

/s/ David P. Shoumlin

David P. Shoumlin (0066154)

Tracy S. Francis (0080879)

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