

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

THE GILLETTE COMPANY, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 3:17-cv-1594
	)	
EDGEWELL PERSONAL CARE	)	<b>DEMAND FOR JURY TRIAL</b>
COMPANY; EDGEWELL PERSONAL	)	
CARE BRANDS, LLC; EDGEWELL	)	
PERSONAL CARE, LLC; and SCHICK	)	
MANUFACTURING, INC.,	)	
	)	
Defendants.	)	September 25, 2017
_____	)	

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff The Gillette Company, LLC (“Gillette” or “Plaintiff”), by and through its attorneys, for its complaint against Defendants Edgewell Personal Care Company, Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc. (collectively, “Schick” or “Defendants”) alleges as follows:

**NATURE OF ACTION**

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271, *et seq.*, to enjoin infringement and obtain damages resulting from Defendants’ unauthorized manufacture, use, sale, offer to sell and/or importation into the United States for subsequent use or sale of products that infringe one or more claims of U.S. Patent No. 9,193,077 (the “’077 Patent”) (attached as Exhibit A) entitled “Shaving Razor Cartridge Having Connecting Member.” Plaintiff seeks injunctive relief to prevent Defendants from continuing to infringe Plaintiff’s patent. In addition, Plaintiff seeks a recovery of monetary damages resulting from Defendants’ past infringement of this patent.

2. This action for patent infringement involves Defendants' manufacture, use, sale, offer for sale, and/or importation into the United States of infringing razor blade cartridges designed to fit Gillette's Fusion razor handle including those sold under the name "Hydro Connect 5 and Hydro Connect 5 Sensitive" (the "Accused Products").

### **THE PARTIES**

#### **Plaintiff**

3. Plaintiff Gillette is a limited liability company organized and existing under the laws of the State of Delaware, and has offices located at 1 Gillette Park, Boston, Massachusetts.

#### **Defendants**

4. On information and belief, Defendant Edgewell Personal Care Company is a corporation organized and existing under the laws of the State of Missouri with its principal place of business located at 1350 Timberlake Manor Parkway, Chesterfield, Missouri 63017.

5. On information and belief, Defendant Edgewell Personal Care Brands, LLC is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business located at 6 Research Drive, Shelton, CT 06484.

6. On information and belief, Defendant Edgewell Personal Care, LLC is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business located at 6 Research Drive, Shelton, CT 06484.

7. On information and belief, Defendant Schick Manufacturing, Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 6 Research Drive, Shelton, CT 06484 and has manufacturing facilities at 10 Leighton Road, Milford, CT 06460.

8. On information and belief, Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc. are wholly owned subsidiaries of Edgewell Personal Care Company.

**JURISDICTION AND VENUE**

9. Each of the preceding paragraphs 4-8 is re-alleged and re-incorporated as if fully set forth herein.

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

11. Edgewell Personal Care Brands, LLC is subject to personal jurisdiction in this judicial district because, upon information and belief, it maintains its principal place of business in Connecticut.

12. This Court also has personal jurisdiction over Edgewell Personal Care Brands, LLC because, *inter alia*, Edgewell Personal Care Brands, LLC, alone and/or together with Edgewell Personal Care Company, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc., regularly transacts business in this judicial district by, among other things, selling and offering for sale its razor products, including the Accused Products, to customers located in Connecticut and has committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement in Connecticut under 35 U.S.C. § 271 that has led to harm and injury to Gillette and will lead to further foreseeable harm and injury to Gillette.

13. Edgewell Personal Care, LLC is subject to personal jurisdiction in this judicial district because, upon information and belief, it maintains its principal place of business in Connecticut.

14. This Court also has personal jurisdiction over Edgewell Personal Care, LLC because, *inter alia*, Edgewell Personal Care, LLC, alone and/or together with Edgewell Personal Care Company, Edgewell Personal Care Brands, LLC, and Schick Manufacturing, Inc., has committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement in Connecticut under 35 U.S.C. § 271 that has led to harm and injury to Gillette and will lead to further foreseeable harm and injury to Gillette.

15. Schick Manufacturing, Inc. is subject to personal jurisdiction in this judicial district because, upon information and belief, it maintains its principal place of business in Connecticut.

16. This Court also has personal jurisdiction over Schick Manufacturing, Inc. because, *inter alia*, Schick Manufacturing, Inc., alone and/or together with Edgewell Personal Care Company, Edgewell Personal Care, LLC, and Edgewell Personal Care Brands, LLC regularly transacts business in Connecticut by, among other things, making its razor products and components thereof, including, on information and belief, blades used in the assembly of the Accused Products, within this judicial district and has committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement under 35 U.S.C. § 271 that has led to harm and injury to Gillette and will lead to foreseeable future harm and injury to Gillette.

17. Edgewell Personal Care Company is subject to specific personal jurisdiction in this judicial district because, upon information and belief, it controls the activities of Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc. and acts in concert with Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and

Schick Manufacturing, Inc. with respect to development, manufacturing, marketing, sale, and distribution of the Accused Products throughout the United States, including Connecticut.

18. This Court also has personal jurisdiction over Edgewell Personal Care Company, alone and/or together with Edgewell Personal Care Brands, LLC; Edgewell Personal Care, LLC and Schick Manufacturing, Inc., because, *inter alia*, it has committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement under 35 U.S.C. § 271 that has led to harm and injury to Gillette and will lead to further foreseeable harm and injury to Gillette.

19. This Court also has personal jurisdiction over the Defendants in this jurisdiction because the Defendants hold themselves out as a unitary entity for purposes of manufacturing, marketing, selling, and distributing shaving products in the United States and operate as a single integrated business.

20. Upon information and belief, Defendant Edgewell Personal Care Company has a permanent and continuous presence in Connecticut through its control over the activities of Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc.

21. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) because each of the Defendants has a regular and established place of business in this district and has committed acts of patent infringement in this district. In addition, each of the Defendants that is a limited liability company “resides” in this district, as that term is defined for unincorporated associations by 28 U.S.C. § 1391(c)(2) and/or *Denver & Rio Grande Western R.R. Co. v. Brotherhood of R.R. Trainmen*, 387 U.S. 556, 562 (1967), because it is subject to specific

personal jurisdiction in this district with respect to this action and is doing business in this district.

### **FACTUAL BACKGROUND**

#### **Gillette**

22. Gillette was founded in 1901 as a safety razor manufacturer and, for more than a century, has been one of the leading manufacturers and distributors of safety razors, razor blades, disposable razors, and related personal care products. Gillette pioneered products like disposable razors, adjustable shaving razors, and razors with spring loaded blades in the United States. Throughout its history, Gillette has worked to foster innovation in the shaving products industry and has become one of the most widely recognized suppliers of safety razors in the United States, with strong brand recognition and customer goodwill.

23. Over the course of more than 100 years in the marketplace, Gillette razors and razor products have become associated with high quality, safety, comfort, and performance. Today Gillette razors are sold in all 50 states and in more than 175 countries. Gillette razors are used by more than 750 million people worldwide.

24. Reflecting on Gillette's many innovations in shaving technology, Gillette holds hundreds of patents relating to razors and razor technology. Gillette has been diligent in protecting and enforcing its intellectual property through the years. In 2006, Gillette introduced the Gillette Fusion razor in the United States. Among the many advancements utilized by the Gillette Fusion razor was Gillette's state of the art technology for seamlessly connecting the Fusion cartridge (the system that holds the Fusion blades) to its equally cutting edge handle.

**Defendants**

25. On or around May 24, 2017, Defendants issued a press release titled “Edgewell Personal Care Launches Direct to Consumer Website SchickHydro.com” (“the May 24, 2017 Press Release”) (attached hereto as Exhibit B).

26. According to the May 24, 2017 Press Release:

Edgewell Personal Care Company (NYSE: EPC) today announced the launch of the Company’s new direct-to-consumer website, SchickHydro.com (<https://schickhydro.com>). SchickHydro.com will provide consumers with increased choice, value, innovation and now added convenience to improve their overall shaving experience. Today’s announcement also extends consumer choice in Men’s Systems to an entirely new level, with the launch of **Schick Hydro Connect** – the next evolution in the brand’s razor franchise **designed to fit Gillette Fusion** and Mach3 handles . The first-of-its-kind branded refill will initially be available exclusively on SchickHydro.com (<https://schickhydro.com>) (in the U.S.).

Exhibit B at 1 (emphasis added).

27. The May 24, 2017 Press Release issued from Shelton, Connecticut.

28. The May 24, 2017 Press Release including the following quotation:

“The launch of SchickHydro.com and the introduction of Schick Hydro Connect are two exciting and important growth initiatives for Edgewell,” said David Hatfield, Edgewell’s Chief Executive Officer, President and Chairman of the Board.

*Id.*

29. Upon information and belief, David Hatfield is the Chief Executive Officer, President and Chairman of the Board of Edgewell Personal Care Company.

30. As Defendants touted in the May 24, 2017 Press Release, “Schick Hydro Connect 5 blade refills fit the Gillette Fusion handle and cost less when you subscribe to a shave plan – pricing starts at just \$10 for a 3 count of refills.” Exhibit B at 3.

31. The May 24 Press Release was immediately picked up in the national press. For example, on May 24, 2017 an article titled “Gillette Faces New Attack From an Old Razor Rival” appeared in the Wall Street Journal (“the May 24, 2017 Wall Street Journal Article”) (attached hereto as Exhibit C).

32. According to the May 24, 2017 Wall Street Journal Article,

Edgewell Personal Care Co. , maker of Schick, the No. 2 U.S. brand, is mounting a direct challenge to the Procter & Gamble Co. unit with an online subscription service that sells blades that fit on a Gillette handle but cost less.

“Men are creatures of habit, and anything we can do to lower the barrier of entry to try our product will be helpful,” said Patrick Kane, who runs Edgewell’s men’s shave business.

\* \* \* \*

Edgewell’s new website, SchickHydro.com, was launched Wednesday and will allow people to sign up for shipments of Hydro Connect blades that work with Gillette’s Mach 3 and Fusion. Regular Hydro refills that go on a Schick handle are also available.

Exhibit C at 1-2.

33. In the May 24, 2017 Wall Street Journal Article, Defendants touted the strategic importance of the Accused Products to Defendants, stating that:

“We didn’t think there was an advantage to just throwing our products out there; we needed to provide something that’s unique,” said Edgewell spokesman Chris Gough. “It’s not a secret that the shave clubs have not made money, and we need to make money.”

Exhibit C at 2.

34. Upon information and belief, Chris Gough is the Vice President, Investor Relations at Edgewell Personal Care Company.

35. On information and belief, Defendants began selling the Accused Products under the name the “Hydro Connect 5,” on or about May 24, 2017.



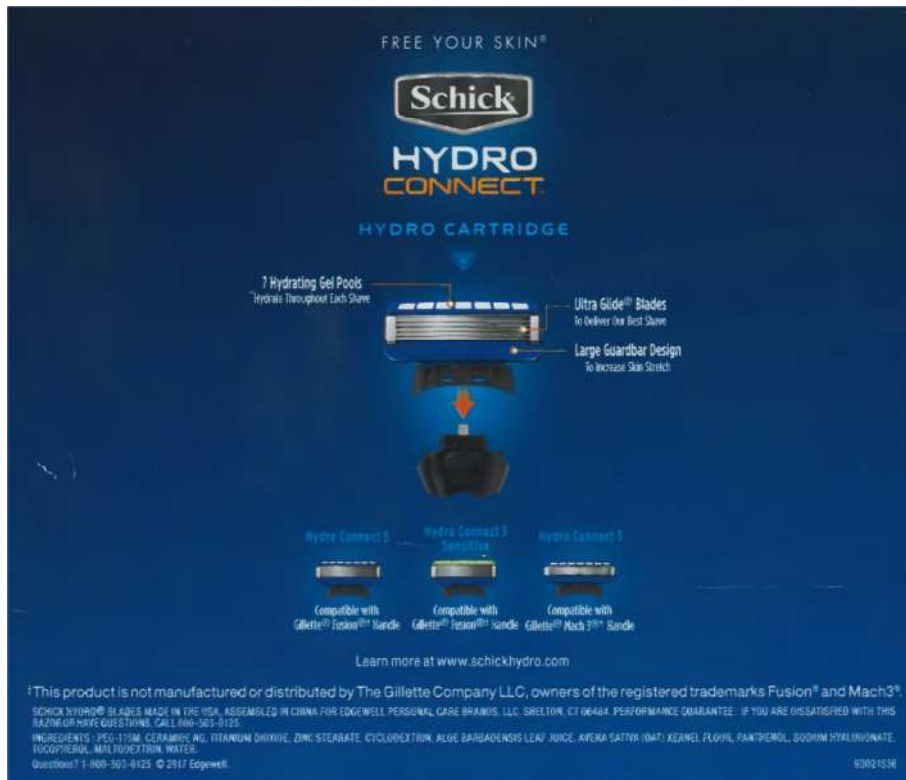
36. On information and belief, Defendants manufacture blades for the Accused Products and other razor products at a facility located at 10 Leighton Road, Milford, CT 06460.

37. On information and belief, the Accused Products, the “Hydro Connect 5” cartridge and the “Hydro Connect 5 Sensitive” cartridge, are structurally identical, with alleged formulation differences in the lubricant built into the cartridges (advertised as “HYDRATING GEL POOLS”) and cosmetic differences in color.

38. Defendants promote, offer for sale, and sell razors and razor blade cartridges online through an Internet web site accessible at [schickhydro.com](http://schickhydro.com).

39. Defendants distribute the product leaflet below which states that the Accused Products: “FIT[S] YOUR GILLETTE® FUSION® OR MACH3® HANDLE” and [are] “Compatible with Gillette® Fusion® Handle”:





**Edgewell Personal Care Brands, LLC**

40. On information and belief, Edgewell Personal Care Brands, LLC began selling the Accused Products, razor blade cartridges marketed and sold under the name the “Hydro Connect,” on or about May 24, 2017.

41. On information and belief, Edgewell Personal Care Brands, LLC promotes, offers for sale, and sells razors and razor blade cartridges online through an Internet web site accessible at schickhydro.com.

42. According to the product leaflet above, the Accused Products are “Assembled in China for Edgewell Personal Care Brands, LLC.”

43. Edgewell Personal Care Brands, LLC is the owner of United States Trademark Registration 5,287,833 for “SCHICK HYDRO CONNECT” in the fields of “razors and razor blades.” See Exhibit D.

44. Upon information and belief, Edgewell Personal Care Brands, LLC is the owner of the domain name shickhydro.com.

45. On information and belief, Edgewell Personal Care Brands, LLC advertises the Accused Products as follows: “FITS YOUR GILLETTE® FUSION® OR MACH3® HANDLE” and “Compatible with Gillette® Fusion® Handle.”

**Edgewell Personal Care, LLC**

46. On information and belief, Edgewell Personal Care, LLC acting in concert with the Edgewell Personal Care Brands, LLC, Schick Manufacturing, Inc. and Edgewell Personal Care Company promotes, offers for sale, and sells razors and razor blade cartridges, including the Accused Products.

**Schick Manufacturing, Inc.**

47. On information and belief, Schick Manufacturing, Inc. manufactures razor blades used in the assembly of the Accused Products. On information and belief, Schick Manufacturing, Inc. began manufacturing the razor blades used in the assembly of the Accused Products on or before May 24, 2017.

**Edgewell Personal Care Company**

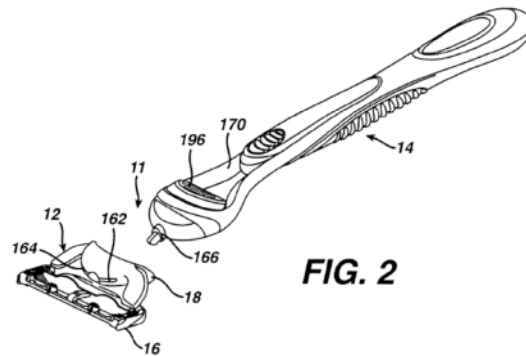
48. Upon information and belief, Defendant Edgewell Personal Care Company holds itself as acting on behalf of one or more of its Connecticut subsidiaries in certain purposes.

49. On information and belief, Edgewell Personal Care Company controls and coordinates the activities of Edgewell Personal Care Brands, LLC, Edgewell Personal Care, LLC, and Schick Manufacturing, Inc.

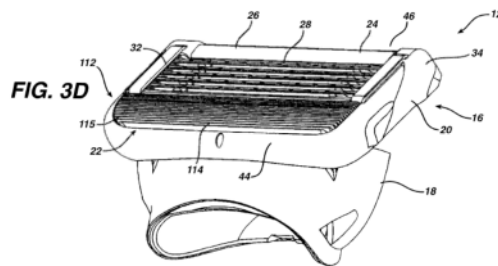
**The '077 Patent**

50. On November 24, 2015 the '077 Patent was duly and legally issued for an invention entitled “Shaving Razor Cartridge Having Connecting Member.”

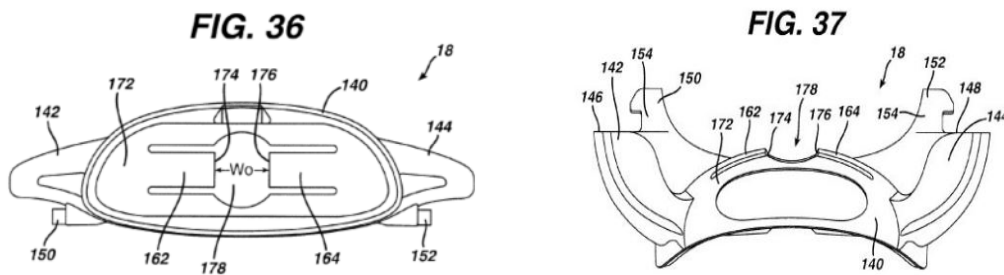
51. The '077 Patent generally relates to a shaving cartridge assembly (“cartridge”) that is removably attachable to a shaving handle. Such cartridges can easily be removed and replaced when a user desires, e.g., when the blades become dull after repeated use. Figure 2 of the '077 Patent depicts an exemplary removably attachable cartridge (12) and a handle (14):



52. The cartridge described and claimed in the '077 Patent contains two key features: first, a blade unit—i.e., a first component that contains a housing with at least one blade—and second, a connecting member that permits the cartridge to be removed and re-attached to a handle. Figure 3D of the '077 Patent depicts an exemplary cartridge (12) that includes a blade unit (16) and a connecting member (18).



53. The removable cartridge claimed in the '077 Patent has a pair of deflectable latches that allow it to connect to and disconnect from a razor handle. Figure 36 of the '077 Patent depicts a bottom view of an exemplary connecting member (18) and the pair of deflectable latches (162, 164). Figure 37 of the '077 Patent depicts a front view of an exemplary connecting member (18).



54. Gillette owns all right, title, and interest in and to the '077 Patent and possesses all rights of recovery.

55. Various Gillette cartridges sold under the Gillette Fusion name practice one or more claims of the '077 Patent. These products include, among others, the Fusion 5 ProGlide (which utilizes Gillette's thinnest blade technology for an incredibly comfortable shave); the Fusion 5 ProShield (which reduces irritation by lubricating the user's face before and after the blades); the Fusion Styler (which combines trimming technology from sister-company Braun – the grooming appliances counterpart to Gillette – with Gillette's Fusion cartridges helping men trim evenly, shave closely and edge accurately); and the Fusion 5 ProShield "Chill Razor" (which uses cooling technology for cooling sensation during shaving).

56. Gillette provides virtual marking on its website identifying its products that practice the '077 Patent and thereby provides constructive notice to the world of its patent rights.

57. On information and belief, Defendants have had actual knowledge of the '077 Patent since at least June 19, 2017.

58. Defendants have made, used, sold, and/or offered for sale within the United States, and/or imported into the United States, the Accused Products without Gillette's consent, and which infringe at least claims 1-4, 11-14, and 18-20 of the '077 Patent, either literally or under the doctrine of equivalents.

59. Gillette is being irreparably harmed by Defendants' infringement of its valuable patent rights. Moreover, Defendants' unauthorized infringement of Gillette's patent rights is threatening the value of this intellectual property because Defendants' conduct results in Gillette's loss of its lawful patent rights to exclude others from making, using, selling, offering to sell and/or importing the patented inventions.

**COUNT 1**  
**INFRINGEMENT OF U.S. PATENT NO. 9,193,077**

60. Paragraphs 1-44 are incorporated by reference as if fully restated herein.

61. Defendants' Accused Products infringe at least claims 1-4, 11-14, and 18-20 of the '077 Patent.

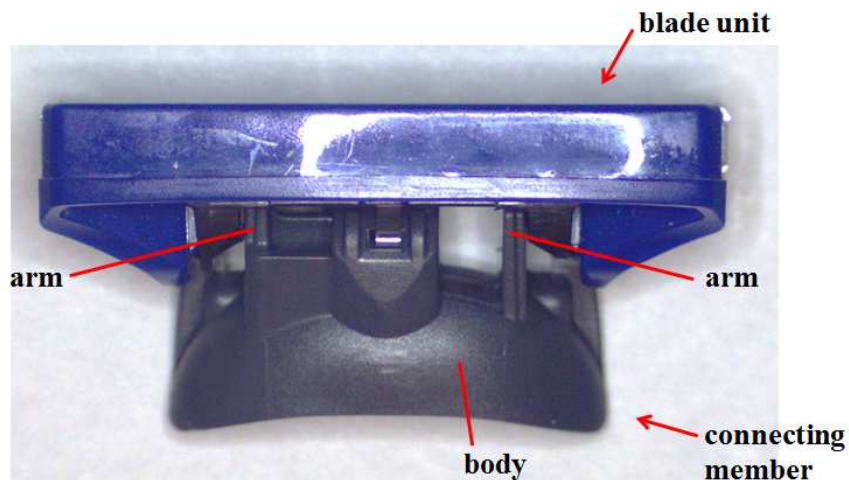
62. Each of the Accused Products is a shaving cartridge assembly ("cartridge") that is designed to fit the Gillette Fusion handle.

63. The Accused Products include a blade unit that includes a housing with a guard at a front of the housing, a cap at the rear of the housing, and at least one blade between the guard and the cap in accordance with claim 1 of the '077 Patent.

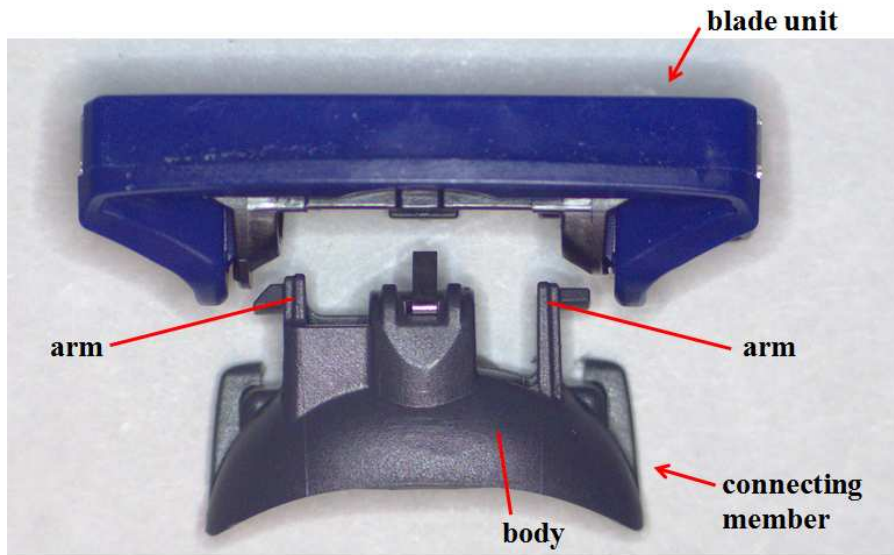


64. The Accused Products have a connecting member that includes a pair of arms extending outwardly from a body forming a pivoting connection to the blade unit in accordance with claim 1 of the '077 Patent.

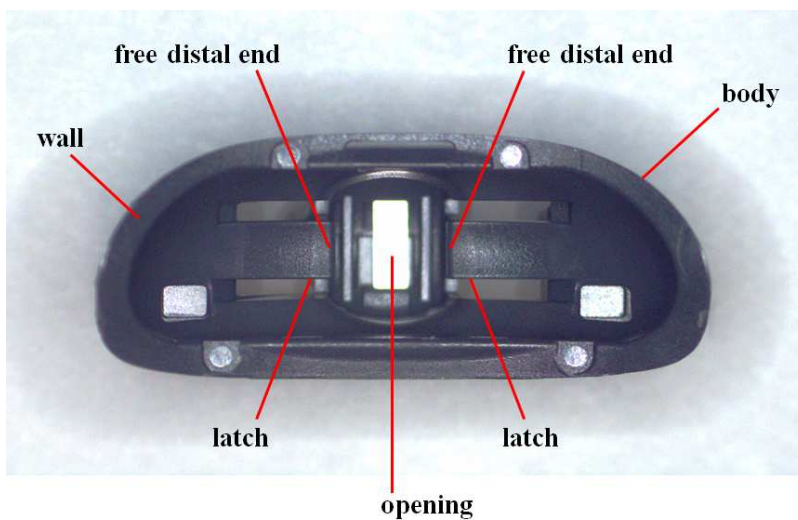
Hydro Connect cartridge showing connecting member having a pair of arms that form a pivoting connection to the blade unit:



Hydro Connect cartridge separated into the blade unit and the connecting member:



65. The Accused Products have a pair of deflectable latches that extend generally along an integral wall of the body of the connecting member toward each other and extend to a respective pair of opposing free distal ends that define a portion of an opening extending through the wall in accordance with claim 1 of the '077 Patent.





66. The pair of latches on the Accused Products deflect in accordance with claim 1 of the '077 Patent.

67. The distance between the free distal ends of the latches of the Accused Products is between 3 mm and 6 mm in accordance with claim 2 of the '077 Patent.

68. The bodies of the Accused Products are asymmetrically shaped in accordance with claim 3 of the '077 Patent.

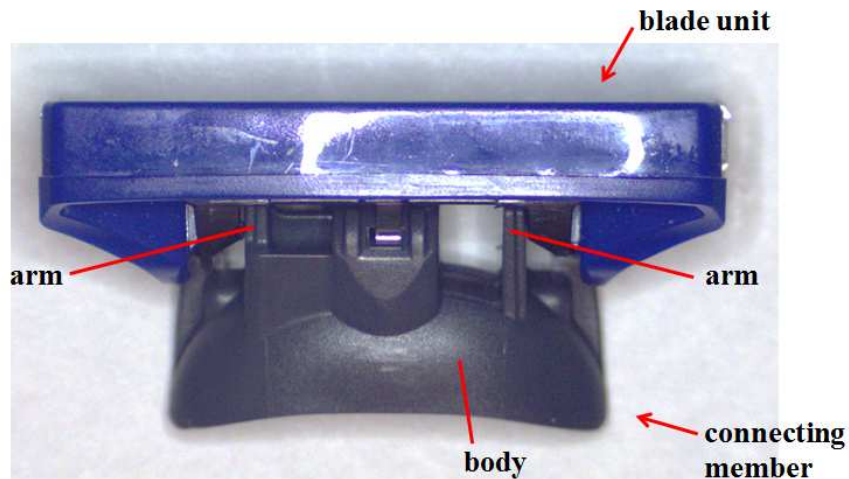
69. The bodies of the Accused Products are generally D-shaped in accordance with claim 4 of the '077 Patent.

70. The Accused Products include a blade unit that includes a housing with a guard at a front of the housing, a cap at the rear of the housing, and at least one blade between the guard and the cap, the at least one blade having a cutting edge in accordance with claim 11 of the '077 Patent.

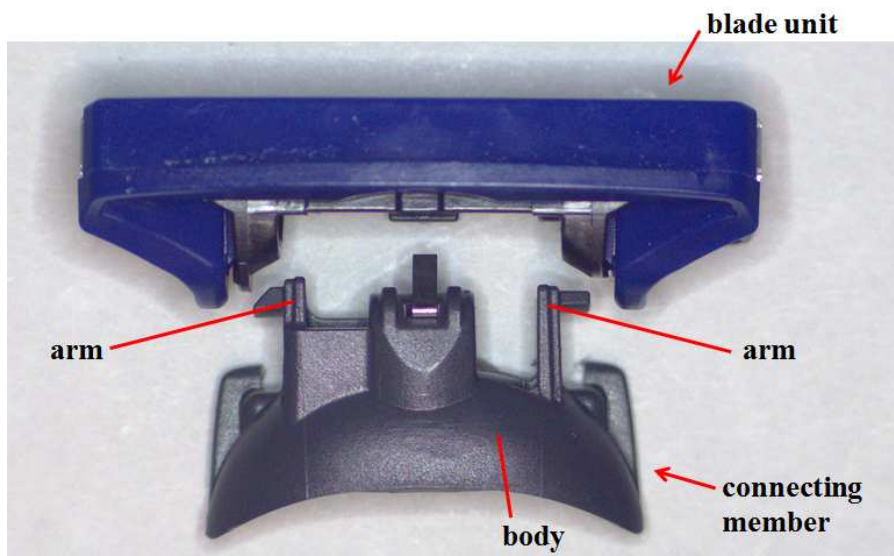


71. The connecting member of the Accused Products is pivotably connected to the blade unit of the Accused Products in accordance with claim 11 of the '077 Patent.

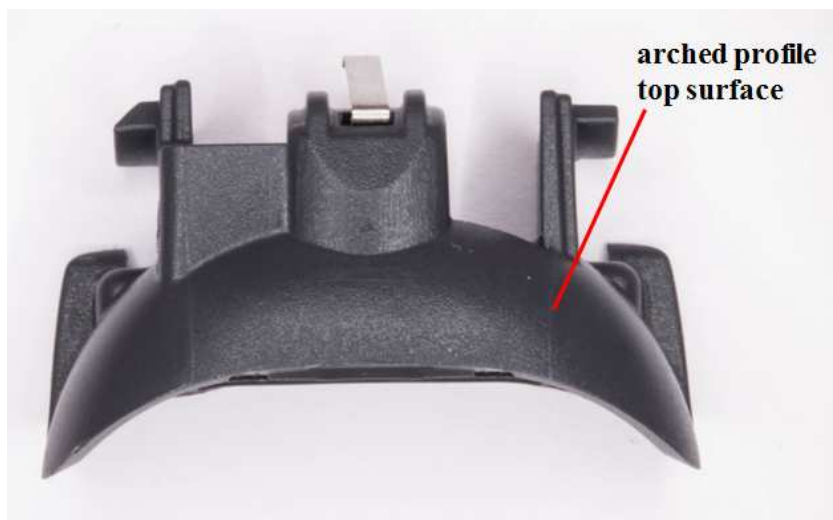
Hydro Connect cartridge showing connecting member having a pair of arms that form a pivoting connection to the blade unit:



Hydro Connect cartridge separated into the blade unit and the connecting member:

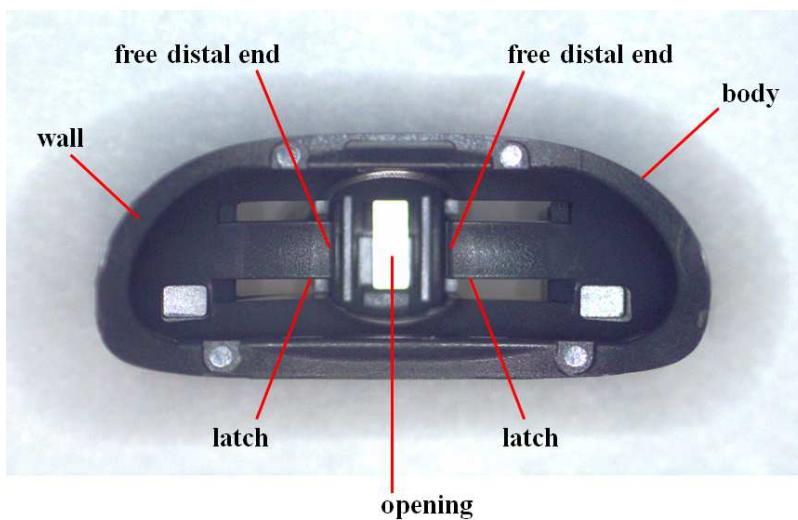


72. The body of the connecting member of the Accused Products has an arched profile top surface in accordance with claim 11 of the '077 Patent.



73. The arched profile top surface of the body of the connecting member of the Accused Products is arched in at least two dimensions in accordance with claim 11 of the '077 Patent.

74. The body of the connecting member of the Accused Products includes a pair of opposing deflectable latches that extend along the arched profile of the top surface of the body, extend toward each other, and have an opposing free distal end that defines a portion of an opening extending through the body in accordance with claim 11 of the '077 Patent.



75. The latches of the Accused Products deflect in accordance with claim 11 of the '077 Patent.

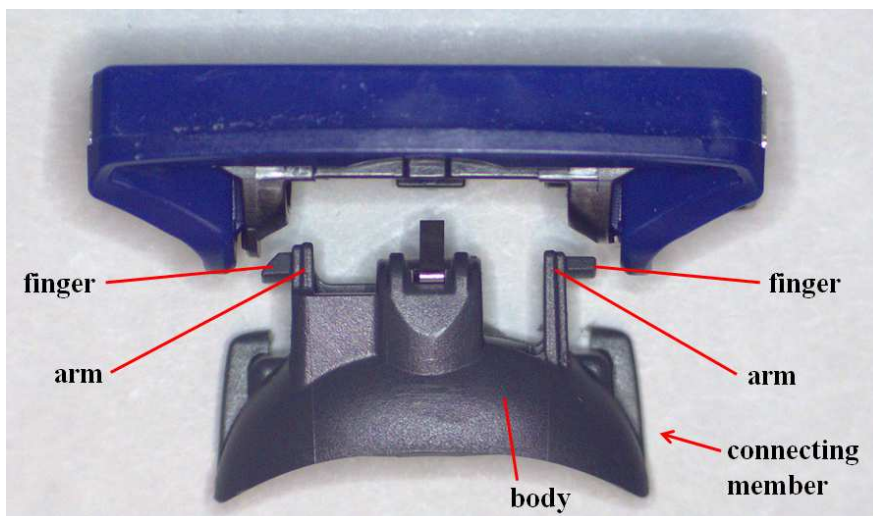
76. The body of the connecting member of the Accused Products has an asymmetric profile in accordance with claim 12 of the '077 Patent.

77. The body of the connecting member of the Accused Products is configured to mate with a corresponding arched profile portion of a handle in accordance with claim 13 of the '077 Patent.

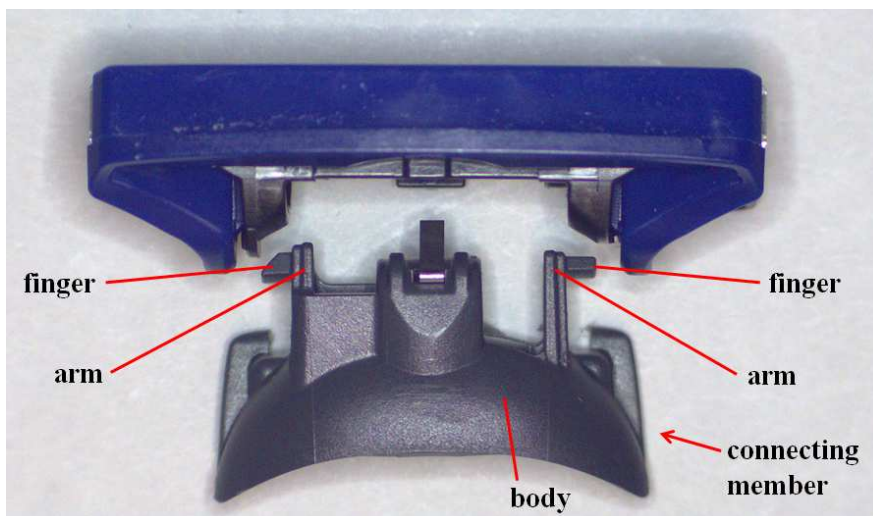


78. The distance between the free distal ends of the latches of the Accused Products is between 3mm and 6mm in accordance with claim 14 of the '077 Patent.

79. The body of the connecting member of the Accused Products includes a pair of outwardly extending arms in accordance with claim 18 of the '077 Patent.



80. Each of the arms of the Accused Products includes a finger pivotably connected to the blade unit facilitating pivoting of the blade unit about an axis relative to the connecting member in accordance with claim 19 of the '077 Patent.



81. The connecting member of the Accused Products has an arched profile bottom surface in accordance with claim 20 of the '077 Patent.

82. The arched profile bottom surface of the connecting member of the Accused Products is configured to mate with a corresponding surface on a handle in accordance with claim 20 of the '077 Patent.

83. Defendants' acts of direct infringement have caused damage to Gillette, and Gillette is entitled to recover from Defendants the damages sustained by Gillette as a result of Defendants' wrongful acts in an amount subject to proof at trial. Defendants' infringement of Gillette's exclusive rights under the '077 Patent will continue to damage Gillette's business causing irreparable harm for which there is no adequate remedy at law, unless Defendants are enjoined by this Court.

84. On information and belief, Defendants' infringement of the '077 Patent has been and continues to be willful and deliberate. Defendants have infringed and continue to infringe one or more claims of the '077 Patent despite having notice of the '077 Patent and of the high risk that the Accused Products infringe one or more claims of the '077 Patent.

**PRAYER FOR RELIEF**

WHEREFORE, Gillette prays for judgment as follows:

- A. That this Court adjudge and decree that the Defendants have infringed the '077 Patent;
- B. That this Court permanently enjoin Defendants and their subsidiaries, affiliates, successors, and assigns and each of their officers, directors, agents, servants, employees, licensees, and all persons acting in concert or active participation with them, or on their behalf, or within their control, from engaging in any acts that constitute infringement of the '077 Patent;
- C. That this Court order an accounting, including a post-verdict accounting, to determine the damages to be awarded to Gillette as a result of Defendants' infringement;
- D. That this Court, pursuant to 35 U.S.C. § 284, enter an award to Gillette of such damages as it shall prove at trial against Defendants that are adequate to compensate Gillette for

said infringement, such damages to be no less than a reasonable royalty together with interest and costs;

E. That this Court, pursuant to 35 U.S.C. § 284, award Gillette enhanced damages, in the form of treble damages, in view of Defendants' willful infringement;

F. That this Court assess pre-judgment interest and post-judgment interest and costs, together with an award of such interest and costs, in accordance with 35 U.S.C. § 284;

G. That this Court, pursuant to 35 U.S.C. § 285, award Gillette reasonable attorney fees in view of the fact that this is an exceptional case; and

H. That Gillette be awarded such further relief as this Court may deem just and appropriate.

**DEMAND FOR JURY TRIAL**

Gillette demands a trial by jury of all matters to which it is entitled to a trial by jury pursuant to Federal Rule of Civil Procedure 38.

PLAINTIFF,  
THE GILLETTE COMPANY, LLC

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