

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:13-cv-00415-MSK

HYDROPAC/LAB PRODUCTS, INC.,

Plaintiff,

v.

ANIMAL CARE SYSTEMS, INC.,

Defendant.

FIRST AMENDED COMPLAINT

Hydropac/Lab Products, Inc. (“LPI”) for its First Amended Complaint hereby asserts claims against Animal Care Systems, Inc. (“ACS” or “Defendant”) for infringing U.S. Patent Nos. 6,983,721 (“the ‘721 patent”); 7,866,280 (“the ‘280 patent”); 8,291,865 (“the ‘865 patent”); 6,941,893 (“the ‘893 patent”); and 6,986,324 (“the ‘324 patent”) (collectively, the “Patents-in-Suit”) and unjust enrichment and alleges as follows:

THE PLAINTIFF

1. Plaintiff LPI is a corporation organized and existing under the laws of Delaware having a place of business at 742 Sussex Avenue, Seaford, DE 19973.

2. LPI is a wholly owned subsidiary of Bio Medic Corp. Bio Medic Corp. also wholly owns Lab Products, Inc.

3. LPI is a provider of laboratory animal housing and care systems, products and services (such as its patented Hyrdopac[®] pouch machines and watering systems) throughout the United States, including within the District of Colorado.

4. Scientists and researchers in various fields depend upon laboratory animals for experimentation and to obtain necessary data. To ensure that experiments yield reliable and accurate results, such laboratory animals must be protected from pathogens and contaminants that may alter test results and affect scientific conclusions.

5. One area in which laboratory animals may be readily exposed to pathogens and contaminants is through their housing and watering systems. Laboratory animals must have access to uncontaminated water and nutrient containing fluids as even the improper selection of water treatments may cause physiologic alterations, changes in microflora, or effects on experimental results.

6. Animal housing conditions are particularly important, for example, where a laboratory may be experimenting with certain species of laboratory animals or immunodeficient laboratory animals.

7. The cost and operational efficiency of animal housing and watering systems are also important laboratory considerations because such systems consume significant amounts of human resources and space. In the past, laboratories provided water to their animals in bottles or other containers that must be removed from the cage, disassembled, cleaned, sterilized, reassembled, and placed back into each cage. Large quantities of bottles and cleaning and sterilization equipment must be stored on the laboratory site to address the laboratory's animal's needs.

8. LPI addressed and solved these long-felt industry needs by pioneering patented watering system and housing technologies that are both efficient to manufacture and use. In this regard, LPI invented and developed, and now manufactures, sells, and/or offers for sale patented watering and housing systems, including water pouch and valve systems and pouch machines

under the Hydropac[®] brand. As a result, LPI's products have realized significant commercial success as they provide time and cost savings to the entire laboratory animal community while also providing superior care and protection for the laboratory animals that are part of the research of that community. Competitors that manufacturer comparable products have asked for the right to identify their products as being compatible with the Hyrdopac[®] system.

THE DEFENDANT

9. Upon information and belief, Defendant ACS is a Colorado corporation having a place of business at 7086 So. Revere Parkway, Suite 100, Centennial, Colorado 80112.

10. Upon information and belief, ACS is a provider of laboratory animal caging and watering products and services and related accessories that ACS manufactures, ships, distributes, sells, and/or offers for sale throughout the United States and internationally, including in the District of Colorado.¹

11. Upon information and belief, ACS currently employs Michael O'Connor, an individual who is a former Lab Products, Inc. employee. Upon information and belief, Mr. O'Connor was hired by Lab Products, Inc. to be a "Sales Executive" on August 1, 2005. Mr. O'Connor resigned on August 22, 2008 and subsequently was employed by ACS.

JURISDICTION AND VENUE

12. The claims asserted in this Complaint arise under the Patent Laws of the United States, 35 U.S.C. §§ 1-376.

13. Subject matter jurisdiction is proper pursuant to 28 U.S.C. §§ 1331 and 1338.

¹ See, e.g., Defendant ACS' website listing agents for various domestic and international regions, including Colorado (<http://www.animalcaresystems.com/contact-us.html>).

14. The Court has supplemental jurisdiction over the claims herein which arise under State statutory and common law under 28 U.S.C. § 1367, because the State law claims are so related to the Federal claims that they form part of the same case or controversy.

15. This Court has personal jurisdiction over ACS. ACS has committed, and continues to commit, acts of patent infringement in this District, directly, indirectly (by inducing infringement by others or contributing to infringement), jointly, literally or equivalently.

16. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400.

COUNT I
INFRINGEMENT OF U.S. PAT. NO. 6,983,721

17. LPI realleges and incorporates by reference each of the preceding paragraphs.

18. The '721 patent, entitled "METHOD AND SYSTEM OF PROVIDING SEALED BAGS OF FLUID AT THE CLEAN SIDE OF A LABORATORY FACILITY," was lawfully issued by the United States Patent and Trademark Office ("PTO") on January 10, 2006 to the inventors George S. Gabriel, Neil E. Campbell, and Chinsoo Park. The '721 patent issued from U.S. Patent Application Serial No. 10/823,868, filed April 13, 2004. A copy of the '721 patent is attached as **Exhibit A**.

19. The '721 patent was assigned to LPI. LPI is the rightful owner of the '721 patent, and holds the entire right, title and interest in the '721 patent, including the right to sue infringers of the '721 patent.

20. Upon information and belief, ACS, directly or through the actions of its employees, divisions, and/or subsidiaries, has infringed and continues to infringe one or more claims of the '721 patent, directly, indirectly, jointly, literally, and/or by equivalents, by, among other things, making, using, offering for sale, selling, and/or importing into the United States

animal care products embodying the patented invention, including without limitation the OptiQUENCH[®] water delivery system and related products, such as water valves.

21. Upon information and belief, ACS has infringed one or more claims of the '721 patent by inducing others to infringe the '721 patent and/or contributing to the infringement of the '721 patent by others.

22. Upon information and belief, ACS makes, uses, offers for sale, sells, and/or imports into the United States products, such as the OptiQUENCH[®] water delivery system and related products, for use in a manner that practices the inventions of the Patents-in-Suit, including the methods, systems, and/or devices claimed in the '721 patent, with knowledge of the '721 patent.

23. Upon information and belief, ACS had knowledge of the Patents-in-Suit before the filing of the present lawsuit and continues to have knowledge of the Patents-in-Suit at least through its employee, Mr. O'Connor, who previously worked for Lab Products, Inc. and through ACS' efforts to monitor and study LPI and/or LPI's products, including its Hydropac[®] products.

24. Upon information and belief, as a sales executive at Lab Products, Inc., Mr. O'Connor was aware of LPI's practice of marking its products with its patents because his duties and responsibilities included selling LPI's Hydropac[®] products, which are covered by and are marked with one or more of the Patents-in-Suit. For example, as shown in **Exhibit H** hereto, the packaging for LPI's disposable valves, which were sold by Mr. O'Connor, were marked with the '893 patent and '324 patent.

25. Upon information and belief, Mr. O'Connor also knew that LPI had a policy of protecting proprietary developments and inventions, and in particular with respect to Hydropac[®] products, with patents through training sessions held by LPI and in the course of his daily work

promoting LPI's Hydropac[®] products. Mr. O'Connor was also provided with training materials containing confidential LPI information and product literature (such as specification sheets, promotional materials, etc.) that include one or more of the Patents-in-Suit.

26. Upon information and belief, ACS studied and monitored LPI's products and developments and knew about LPI's Hydropac[®] products, which have been and are all marked with the relevant Patents-in-Suit. For example, as shown in **Exhibit I** hereto, ACS created a power point presentation entitled "Increased Capacity & Improved Operations with EVCS", which includes a slide entitled "Hydropac[®] Access" and references the compatibility of ACS' products with LPI's Hydropac[®] products. (See Exhibit I at 17.) Furthermore, ACS' products are substantially identical to LPI's Hydropac[®] products, evidencing that ACS was well aware of such products, as well as the patent markings on such products.

27. Upon information and belief, ACS has infringed and continue to infringe the Patents-in-Suit directly, indirectly, literally and by equivalents, by, among other things, with knowledge of the Patents-in-Suit and with specific intent to encourage, promote, instruct, teach, induce and contribute to the infringement of the Patents-in-Suit, ACS did encourage, promote, instruct, teach, and induce customers to use, within the United States, products, such as the OptiQUENCH[®] water delivery system and related products, in a manner that practices at least certain method, system, and/or device claims of the '721 patent.

28. Upon information and belief, ACS has done so, for example, by offering, instructing, and facilitating the use of at least the OptiQUENCH[®] water delivery system in a manner that practices at least the methods, systems, and/or devices claimed in the '721 patent, and by designing, manufacturing, offering for sale, selling, facilitating, and instructing customers in the use of related instruments and products for use with the OptiQUENCH[®] water delivery

system in a manner that practices at least the methods, systems, and/or devices claimed in the '721 patent.

29. Upon information and belief, ACS also offered for sale at least an OptiQUENCH machine and related products (such as film pouches and valves) to Rocky Mountain Laboratory.

30. Upon information and belief, third parties, such as ACS' customers and prospective customers, have infringed and continue to infringe the Patents-in-Suit, including the '721 patent, directly, indirectly, literally and by equivalents, by, among other things, using ACS products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, in the United States in a manner that practices at least the methods claimed in the '721 patent.

31. Upon information and belief, ACS has sold at least an OptiQUENCH machine to Oklahoma Medical Research Foundation and the Oklahoma Medical Research Foundation uses the OptiQUENCH machine in a manner that infringes at least the methods claimed in the '721 patent.

32. Upon information and belief, ACS had and has actual and/or constructive knowledge of the infringement of the '721 patent by its customers and/or prospective customers, and knowingly induced and possessed specific intent to encourage such infringement, because, with knowledge of the '721 patent, ACS did design, manufacture, offer for sale, sell and instruct customers and/or prospective customers in the use of ACS products, including the OptiQUENCH[®] water delivery system and related products, which are specially designed for use solely in a manner, and are used in a manner, that practices at least the methods, systems, and/or devices claimed in the '721 patent.

33. Upon information and belief, at the very least, ACS was willfully blind as to the existence of the '721 patent, and therefore willfully blinded itself to the direct infringement of the '721 patent by its customers and/or prospective customers as a result of the use of ACS products in a manner infringes at least the methods claimed in the '721 patent because of ACS facilitating such use.

34. Upon information and belief, ACS products accused of infringing the Patents-in-Suit, including without limitation the OptiQUENCH[®] water delivery system, are material to practicing the inventions claimed in the '721 patent, which are directed to methods, systems, and/or devices for facilitating the delivery of water to animal cages, because the OptiQUENCH[®] water delivery system and related products can solely and practically be used for and are solely used for creating a bag watering delivery system that is used to form sealed bags of water and facilitate the delivery of water to animal cages.²

35. Upon information and belief, ACS designed, manufactured, offered for sale, sold and sells, facilitated and facilitates, and instructed and instructs customers in the use of products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, that are offered in competition with LPI's Hydropac[®] products and that are especially made, adapted, and/or designed for use in and are used in a manner that practices at least the methods, systems, and/or devices claimed in the '721 patent and have no substantial non-infringing uses. ACS' OptiQUENCH[®] water delivery system and related products are not staple articles or commodities of commerce suitable for substantial non-infringing use as there is only one practicable way to use such products in the laboratory animal care industry, and those methods infringe at least the methods claimed in the '721 patent.

² See, e.g., **Exhibit J**.

36. For example, watering systems such as Animal Care's OptiQUENCH[®] water delivery system, are provided as a custom installed solutions, which serves the sole purpose of providing water to animals housed in animal cages. The claims of the Asserted Patents are directed precisely to methods, systems, and/or devices for the delivery of water to animal cages using a bag filling apparatus and/or system, valve, and/or bags of fluid at a clean side of a laboratory. Upon information and belief, given the nature and needs of laboratory animal care, no customer would use watering systems such as the OptiQUENCH[®] water delivery system in a non-infringing manner because any non-infringing use would render the system ineffective and/or dangerous to laboratory animals because issues such as allergens and/or contaminants would not be properly eliminated. Furthermore, laboratories have protocols that require animal care equipment, such as water delivery systems to be maintained in a sterile environment and it is general practice for customers not to violate such policies. Thus, water delivery systems, such as the OptiQUENCH[®] water delivery system, are and would only be used in a manner that infringed one or more of the Patents-in-Suit.

37. As a consequence of ACS' infringement of the '721 patent, LPI has been damaged in an amount not yet determined.

38. Upon information and belief, ACS' infringement of the '721 patent will continue in the future, and LPI will continue to suffer damages as a consequence, unless ACS' infringing acts are enjoined by this Court.

39. Upon information and belief, ACS' infringement of the '721 patent has been, and continues to be, willful.

40. Upon information and belief, ACS knew of the Patents-in-Suit, ACS ignored and/or disregarded that their actions constituted infringement of valid patents, and ACS acted despite an objectively high likelihood that their actions constituted infringement of valid patents.

COUNT II
INFRINGEMENT OF U.S. PAT. NO. 7,866,280

41. LPI realleges and incorporates by reference each of the preceding paragraphs.

42. The '280 patent, entitled "METHOD AND SYSTEM OF PROVIDING SEALED BAGS OF FLUID AT THE CLEAN SIDE OF A LABORATORY FACILITY," was lawfully issued by the PTO on January 11, 2011 to the inventors George S. Gabriel, Neil E. Campbell, and Chinsoo Park. The '280 patent issued from U.S. Patent Application Serial No. 10/588,430, filed April 11, 2005. A copy of the '280 patent is attached as **Exhibit B**.

43. The '280 patent was assigned to LPI. LPI is the rightful owner of the '280 patent, and holds the entire right, title and interest in the '280 patent, including the right to sue infringers of the '280 patent.

44. Upon information and belief, ACS, directly or through the actions of its employees, divisions, and/or subsidiaries, has infringed and continues to infringe one or more claims of the '280 patent, directly, indirectly, jointly, literally, and/or by equivalents, by, among other things, making, using, offering for sale, selling, and/or importing into the United States animal care products embodying the patented invention, including without limitation the OptiQUENCH[®] water delivery system and related products, such as water valves.

45. Upon information and belief, ACS has infringed one or more claims of the '280 patent by inducing others to infringe the '280 patent and/or contributing to the infringement of the '280 patent by others.

46. Upon information and belief, ACS makes, uses, offers for sale, sells, and/or imports into the United States products, such as the OptiQUENCH[®] water delivery system and related products, for use in a manner that practices the inventions of the Patents-in-Suit, including the methods, systems, and/or devices claimed in the '280 patent, with knowledge of the '280 patent.

47. Upon information and belief, ACS had knowledge of the Patents-in-Suit before the filing of the present lawsuit and continues to have knowledge of the Patents-in-Suit at least through its employee, Mr. O'Connor, who previously worked for Lab Products, Inc. and through ACS' efforts to monitor and study LPI and/or LPI's products, including its Hydropac[®] products.

48. Upon information and belief, as a sales executive at Lab Products, Inc., Mr. O'Connor was aware of LPI's practice of marking its products with its patents because his duties and responsibilities included selling LPI's Hydropac[®] products, which are covered by and are marked with one or more of the Patents-in-Suit. For example, as shown in **Exhibit H** hereto, the packaging for LPI's disposable valves, which were sold by Mr. O'Connor, were marked with the '893 patent and '324 patent.

49. Upon information and belief, Mr. O'Connor also knew that LPI had a policy of protecting proprietary developments and inventions, and in particular with respect to Hydropac[®] products, with patents through training sessions held by LPI and in the course of his daily work promoting LPI's Hydropac[®] products. Mr. O'Connor was also provided with training materials containing confidential LPI information and product literature (such as specification sheets, promotional materials, etc.) that include one or more of the Patents-in-Suit.

50. Upon information and belief, ACS studied and monitored LPI's products and developments and knew about LPI's Hydropac[®] products, which have been and are all marked

with the relevant Patents-in-Suit. For example, as shown in **Exhibit I** hereto, ACS created a power point presentation entitled “Increased Capacity & Improved Operations with EVCS”, which includes a slide entitled “Hydropac[®] Access” and references the compatibility of ACS’ products with LPI’s Hydropac[®] products. (See Exhibit I at 17.) Furthermore, ACS’ products are substantially identical to LPI’s Hydropac[®] products, evidencing that ACS was well aware of such products, as well as the patent markings on such products.

51. Upon information and belief, ACS has infringed and continue to infringe the Patents-in-Suit directly, indirectly, literally and by equivalents, by, among other things, with knowledge of the Patents-in-Suit and with specific intent to encourage, promote, instruct, teach, induce and contribute to the infringement of the Patents-in-Suit, ACS did encourage, promote, instruct, teach, and induce customers to use, within the United States, products, such as the OptiQUENCH[®] water delivery system and related products, in a manner that practices at least certain method, system, and/or device claims of the ‘280 patent.

52. Upon information and belief, ACS has done so, for example, by offering, instructing, and facilitating the use of at least the OptiQUENCH[®] water delivery system in a manner that practices at least the methods, systems, and/or devices claimed in the ‘280 patent, and by designing, manufacturing, offering for sale, selling, facilitating, and instructing customers in the use of related instruments and products for use with the OptiQUENCH[®] water delivery system in a manner that practices at least the methods, systems, and/or devices claimed in the ‘280 patent.

53. Upon information and belief, ACS also offered for sale at least an OptiQUENCH machine and related products (such as film pouches and valves) to Rocky Mountain Laboratory.

54. Upon information and belief, third parties, such as ACS' customers and prospective customers, have infringed and continue to infringe the Patents-in-Suit, including the '280 patent, directly, indirectly, literally and by equivalents, by, among other things, using ACS products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, in the United States in a manner that practices at least the methods claimed in the '280 patent.

55. Upon information and belief, ACS has sold at least an OptiQUENCH machine to Oklahoma Medical Research Foundation and the Oklahoma Medical Research Foundation uses the OptiQUENCH machine in a manner that infringes at least the methods claimed in the '280 patent.

56. Upon information and belief, ACS had and has actual and/or constructive knowledge of the infringement of the '280 patent by its customers and/or prospective customers, and knowingly induced and possessed specific intent to encourage such infringement, because, with knowledge of the '280 patent, ACS did design, manufacture, offer for sale, sell and instruct customers and/or prospective customers in the use of ACS products, including the OptiQUENCH[®] water delivery system and related products, which are specially designed for use solely in a manner, and are used in a manner, that practices at least the methods, systems, and/or devices claimed in the '280 patent.

57. Upon information and belief, at the very least, ACS was willfully blind as to the existence of the '280 patent, and therefore willfully blinded itself to the direct infringement of the '280 patent by its customers and/or prospective customers as a result of the use of ACS products in a manner infringes at least the methods claimed in the '280 patent because of ACS facilitating such use.

58. Upon information and belief, ACS products accused of infringing the Patents-in-Suit, including without limitation the OptiQUENCH[®] water delivery system, are material to practicing the inventions claimed in the '280 patent, which are directed to methods, systems, and/or devices for facilitating the delivery of water to animal cages, because the OptiQUENCH[®] water delivery system and related products can solely and practically be used for and are solely used for creating a bag watering delivery system that is used to form sealed bags of water and facilitate the delivery of water to animal cages.³

59. Upon information and belief, ACS designed, manufactured, offered for sale, sold and sells, facilitated and facilitates, and instructed and instructs customers in the use of products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, that are offered in competition with LPI's Hydropac[®] products and that are especially made, adapted, and/or designed for use in and are used in a manner that practices at least the methods, systems, and/or devices claimed in the '280 patent and have no substantial non-infringing uses. ACS' OptiQUENCH[®] water delivery system and related products are not staple articles or commodities of commerce suitable for substantial non-infringing use as there is only one practicable way to use such products in the laboratory animal care industry, and those methods infringe at least the methods claimed in the '280 patent.

60. For example, watering systems such as Animal Care's OptiQUENCH[®] water delivery system, are provided as a custom installed solutions, which serves the sole purpose of providing water to animals housed in animal cages. The claims of the Asserted Patents are directed precisely to methods, systems, and/or devices for the delivery of water to animal cages using a bag filling apparatus and/or system, valve, and/or bags of fluid at a clean side of a

³ See, e.g., **Exhibit J**.

laboratory. Upon information and belief, given the nature and needs of laboratory animal care, no customer would use watering systems such as the OptiQUENCH[®] water delivery system in a non-infringing manner because any non-infringing use would render the system ineffective and/or dangerous to laboratory animals because issues such as allergens and/or contaminants would not be properly eliminated. Furthermore, laboratories have protocols that require animal care equipment, such as water delivery systems to be maintained in a sterile environment and it is general practice for customers not to violate such policies. Thus, water delivery systems, such as the OptiQUENCH[®] water delivery system, are and would only be used in a manner that infringed one or more of the Patents-in-Suit.

61. As a consequence of ACS' infringement of the '280 patent, LPI has been damaged in an amount not yet determined.

62. Upon information and belief, ACS' infringement of the '280 patent will continue in the future, and LPI will continue to suffer damages as a consequence, unless ACS' infringing acts are enjoined by this Court.

63. Upon information and belief, ACS' infringement of the '280 patent has been, and continues to be, willful.

64. Upon information and belief, ACS knew of the Patents-in-Suit, ACS ignored and/or disregarded that their actions constituted infringement of valid patents, and ACS acted despite an objectively high likelihood that their actions constituted infringement of valid patents.

COUNT III
INFRINGEMENT OF U.S. PAT. NO. 8,291,865

65. LPI realleges and incorporates by reference each of the preceding paragraphs.

66. The '865 patent, entitled "METHOD AND SYSTEM OF PROVIDING SEALED BAGS OF FLUID AT THE CLEAN SIDE OF A LABORATORY FACILITY," was lawfully

issued by the PTO on October 23, 2012 to the inventors George S. Gabriel, Neil E. Campbell, and Chinsoo Park. The '865 patent issued from U.S. Patent Application Serial No. 12/973,310, filed December 20, 2010. A copy of the '865 patent is attached as **Exhibit C**.

67. The '865 patent was assigned to LPI. LPI is the rightful owner of the '865 patent, and holds the entire right, title and interest in the '865 patent, including the right to sue infringers of the '865 patent.

68. Upon information and belief, ACS, directly or through the actions of its employees, divisions, and/or subsidiaries, has infringed and continues to infringe one or more claims of the '865 patent, directly, indirectly, jointly, literally, and/or by equivalents, by, among other things, making, using, offering for sale, selling, and/or importing into the United States animal care products embodying the patented invention, including without limitation the OptiQUENCH[®] water delivery system and related products, such as water valves.

69. Upon information and belief, ACS has infringed one or more claims of the '865 patent by inducing others to infringe the '865 patent and/or contributing to the infringement of the '865 patent by others.

70. Upon information and belief, ACS makes, uses, offers for sale, sells, and/or imports into the United States products, such as the OptiQUENCH[®] water delivery system and related products, for use in a manner that practices the inventions of the Patents-in-Suit, including the methods, systems, and/or devices claimed in the '865 patent, with knowledge of the '865 patent.

71. Upon information and belief, ACS had knowledge of the Patents-in-Suit before the filing of the present lawsuit and continues to have knowledge of the Patents-in-Suit at least

through its employee, Mr. O'Connor, who previously worked for Lab Products, Inc. and through ACS' efforts to monitor and study LPI and/or LPI's products, including its Hydropac[®] products.

72. Upon information and belief, as a sales executive at Lab Products, Inc., Mr. O'Connor was aware of LPI's practice of marking its products with its patents because his duties and responsibilities included selling LPI's Hydropac[®] products, which are covered by and are marked with one or more of the Patents-in-Suit. For example, as shown in **Exhibit H** hereto, the packaging for LPI's disposable valves, which were sold by Mr. O'Connor, were marked with the '893 patent and '324 patent.

73. Upon information and belief, Mr. O'Connor also knew that LPI had a policy of protecting proprietary developments and inventions, and in particular with respect to Hydropac[®] products, with patents through training sessions held by LPI and in the course of his daily work promoting LPI's Hydropac[®] products. Mr. O'Connor was also provided with training materials containing confidential LPI information and product literature (such as specification sheets, promotional materials, etc.) that include one or more of the Patents-in-Suit.

74. Upon information and belief, ACS studied and monitored LPI's products and developments and knew about LPI's Hydropac[®] products, which have been and are all marked with the relevant Patents-in-Suit. For example, as shown in **Exhibit I** hereto, ACS created a power point presentation entitled "Increased Capacity & Improved Operations with EVCS", which includes a slide entitled "Hydropac[®] Access" and references the compatibility of ACS' products with LPI's Hydropac[®] products. (See Exhibit I at 17.) Furthermore, ACS' products are substantially identical to LPI's Hydropac[®] products, evidencing that ACS was well aware of such products, as well as the patent markings on such products.

75. Upon information and belief, ACS has infringed and continue to infringe the Patents-in-Suit directly, indirectly, literally and by equivalents, by, among other things, with knowledge of the Patents-in-Suit and with specific intent to encourage, promote, instruct, teach, induce and contribute to the infringement of the Patents-in-Suit, ACS did encourage, promote, instruct, teach, and induce customers to use, within the United States, products, such as the OptiQUENCH[®] water delivery system and related products, in a manner that practices at least certain method, system, and/or device claims of the '865 patent.

76. Upon information and belief, ACS has done so, for example, by offering, instructing, and facilitating the use of at least the OptiQUENCH[®] water delivery system in a manner that practices at least the methods, systems, and/or devices claimed in the '865 patent, and by designing, manufacturing, offering for sale, selling, facilitating, and instructing customers in the use of related instruments and products for use with the OptiQUENCH[®] water delivery system in a manner that practices at least the methods, systems, and/or devices claimed in the '865 patent.

77. Upon information and belief, ACS also offered for sale at least an OptiQUENCH machine and related products (such as film pouches and valves) to Rocky Mountain Laboratory.

78. Upon information and belief, third parties, such as ACS' customers and prospective customers, have infringed and continue to infringe the Patents-in-Suit, including the '865 patent, directly, indirectly, literally and by equivalents, by, among other things, using ACS products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, in the United States in a manner that practices at least the methods claimed in the '865 patent.

79. Upon information and belief, ACS has sold at least an OptiQUENCH machine to Oklahoma Medical Research Foundation and the Oklahoma Medical Research Foundation uses the OptiQUENCH machine in a manner that infringes at least the methods claimed in the '865 patent.

80. Upon information and belief, ACS had and has actual and/or constructive knowledge of the infringement of the '865 patent by its customers and/or prospective customers, and knowingly induced and possessed specific intent to encourage such infringement, because, with knowledge of the '865 patent, ACS did design, manufacture, offer for sale, sell and instruct customers and/or prospective customers in the use of ACS products, including the OptiQUENCH[®] water delivery system and related products, which are specially designed for use solely in a manner, and are used in a manner, that practices at least the methods, systems, and/or devices claimed in the '865 patent.

81. Upon information and belief, at the very least, ACS was willfully blind as to the existence of the '865 patent, and therefore willfully blinded itself to the direct infringement of the '865 patent by its customers and/or prospective customers as a result of the use of ACS products in a manner infringes at least the methods claimed in the '865 patent because of ACS facilitating such use.

82. Upon information and belief, ACS products accused of infringing the Patents-in-Suit, including without limitation the OptiQUENCH[®] water delivery system, are material to practicing the inventions claimed in the '865 patent, which are directed to methods, systems, and/or devices for facilitating the delivery of water to animal cages, because the OptiQUENCH[®] water delivery system and related products can solely and practically be used for and are solely

used for creating a bag watering delivery system that is used to form sealed bags of water and facilitate the delivery of water to animal cages.⁴

83. Upon information and belief, ACS designed, manufactured, offered for sale, sold and sells, facilitated and facilitates, and instructed and instructs customers in the use of products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, that are offered in competition with LPI's Hydropac[®] products and that are especially made, adapted, and/or designed for use in and are used in a manner that practices at least the methods, systems, and/or devices claimed in the '865 patent and have no substantial non-infringing uses. ACS' OptiQUENCH[®] water delivery system and related products are not staple articles or commodities of commerce suitable for substantial non-infringing use as there is only one practicable way to use such products in the laboratory animal care industry, and those methods infringe at least the methods claimed in the '865 patent.

84. For example, watering systems such as Animal Care's OptiQUENCH[®] water delivery system, are provided as a custom installed solutions, which serves the sole purpose of providing water to animals housed in animal cages. The claims of the Asserted Patents are directed precisely to methods, systems, and/or devices for the delivery of water to animal cages using a bag filling apparatus and/or system, valve, and/or bags of fluid at a clean side of a laboratory. Upon information and belief, given the nature and needs of laboratory animal care, no customer would use watering systems such as the OptiQUENCH[®] water delivery system in a non-infringing manner because any non-infringing use would render the system ineffective and/or dangerous to laboratory animals because issues such as allergens and/or contaminants would not be properly eliminated. Furthermore, laboratories have protocols that require animal

⁴ See, e.g., **Exhibit J**.

care equipment, such as water delivery systems to be maintained in a sterile environment and it is general practice for customers not to violate such policies. Thus, water delivery systems, such as the OptiQUENCH[®] water delivery system, are and would only be used in a manner that infringed one or more of the Patents-in-Suit.

85. As a consequence of ACS' infringement of the '865 patent, LPI has been damaged in an amount not yet determined.

86. Upon information and belief, ACS' infringement of the '865 patent will continue in the future, and LPI will continue to suffer damages as a consequence, unless ACS' infringing acts are enjoined by this Court.

87. Upon information and belief, ACS' infringement of the '865 patent has been, and continues to be, willful.

88. Upon information and belief, ACS knew of the Patents-in-Suit, ACS ignored and/or disregarded that their actions constituted infringement of valid patents, and ACS acted despite an objectively high likelihood that their actions constituted infringement of valid patents.

COUNT IV
INFRINGEMENT OF U.S. PAT. NO. 6,941,893

89. LPI realleges and incorporates by reference each of the preceding paragraphs.

90. The '893 patent, entitled "FLUID DELIVERY SYSTEM," was lawfully issued by the PTO on September 13, 2005 to the inventors George S. Gabriel, Neil E. Campbell, and Chinsoo Park. The '893 patent issued from U.S. Patent Application Serial No. 10/274,619, filed October 21, 2002. A copy of the '893 patent is attached as **Exhibit D**.

91. The '893 patent was assigned to LPI. LPI is the rightful owner of the '893 patent, and holds the entire right, title and interest in the '893 patent, including the right to sue infringers of the '893 patent.

92. Upon information and belief, ACS, directly or through the actions of its employees, divisions, and/or subsidiaries, has infringed and continues to infringe one or more claims of the '893 patent, directly, indirectly, jointly, literally, and/or by equivalents, by, among other things, making, using, offering for sale, selling, and/or importing into the United States animal care products embodying the patented invention, including without limitation the OptiQUENCH[®] water delivery system and related products, such as water valves.

93. Upon information and belief, ACS has infringed one or more claims of the '893 patent by inducing others to infringe the '893 patent.

94. Upon information and belief, ACS makes, uses, offers for sale, sells, and/or imports into the United States products, such as the OptiQUENCH[®] water delivery system and related products, for use in a manner that practices the inventions of the Patents-in-Suit, including the systems and/or devices claimed in the '893 patent, with knowledge of the '893 patent.

95. Upon information and belief, ACS had knowledge of the Patents-in-Suit before the filing of the present lawsuit and continues to have knowledge of the Patents-in-Suit at least through its employee, Mr. O'Connor, who previously worked for Lab Products, Inc. and through ACS' efforts to monitor and study LPI and/or LPI's products, including its Hydropac[®] products.

96. Upon information and belief, as a sales executive at Lab Products, Inc., Mr. O'Connor was aware of LPI's practice of marking its products with its patents because his duties and responsibilities included selling LPI's Hydropac[®] products, which are covered by and are

marked with one or more of the Patents-in-Suit. For example, as shown in **Exhibit H** hereto, the packaging for LPI's disposable valves, which were sold by Mr. O'Connor, were marked with the '893 patent and '324 patent.

97. Upon information and belief, Mr. O'Connor also knew that LPI had a policy of protecting proprietary developments and inventions, and in particular with respect to Hydropac[®] products, with patents through training sessions held by LPI and in the course of his daily work promoting LPI's Hydropac[®] products. Mr. O'Connor was also provided with training materials containing confidential LPI information and product literature (such as specification sheets, promotional materials, etc.) that include one or more of the Patents-in-Suit.

98. Upon information and belief, ACS studied and monitored LPI's products and developments and knew about LPI's Hydropac[®] products, which have been and are all marked with the relevant Patents-in-Suit. For example, as shown in **Exhibit I** hereto, ACS created a power point presentation entitled "Increased Capacity & Improved Operations with EVCS", which includes a slide entitled "Hydropac[®] Access" and references the compatibility of ACS' products with LPI's Hydropac[®] products. (See Exhibit I at 17.) Furthermore, ACS' products are substantially identical to LPI's Hydropac[®] products, evidencing that ACS was well aware of such products, as well as the patent markings on such products.

99. Upon information and belief, ACS has infringed and continue to infringe the Patents-in-Suit directly, indirectly, literally and by equivalents, by, among other things, with knowledge of the Patents-in-Suit and with specific intent to encourage, promote, instruct, teach, and induce the infringement of the Patents-in-Suit, ACS did encourage, promote, instruct, teach, and induce customers to use, within the United States, products, such as the OptiQUENCH[®]

water delivery system and related products, which practice at least certain system and/or device claims of the '893 patent.

100. Upon information and belief, ACS has done so, for example, by facilitating the use of at least the OptiQUENCH[®] water delivery system and by instructing customers in the use of related instruments and products for use with the OptiQUENCH[®] water delivery system, which practice at least the systems and/or devices claimed in the '893 patent.

101. Upon information and belief, third parties, such as ACS' customers and prospective customers, have infringed and continue to infringe the Patents-in-Suit, including the '893 patent, directly, indirectly, literally and by equivalents, by, among other things, using ACS products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, in the United States, which practice at least the inventions of the '893 patent.

102. Upon information and belief, ACS has sold at least an OptiQUENCH machine, which practices the inventions of the '893 patent, to Oklahoma Medical Research Foundation and the Oklahoma Medical Research Foundation uses the OptiQUENCH machine.

103. Upon information and belief, ACS had and has actual and/or constructive knowledge of the infringement of the '893 patent by its customers and/or prospective customers, and knowingly induced and possessed specific intent to encourage such infringement, because, with knowledge of the '893 patent, ACS did design, manufacture, offer for sale, sell and instruct customers and/or prospective customers in the use of ACS products, including the OptiQUENCH[®] water delivery system and related products, which practice at least the systems and/or devices claimed in the '893 patent.

104. Upon information and belief, at the very least, ACS was willfully blind as to the existence of the '893 patent, and therefore willfully blinded itself to the direct infringement of

the '893 patent by its customers and/or prospective customers as a result of the use of ACS products, which infringe the '893 patent.

105. As a consequence of ACS' infringement of the '893 patent, LPI has been damaged in an amount not yet determined.

106. Upon information and belief, ACS' infringement of the '893 patent will continue in the future, and LPI will continue to suffer damages as a consequence, unless ACS' infringing acts are enjoined by this Court.

107. Upon information and belief, ACS' infringement of the '893 patent has been, and continues to be, willful.

108. Upon information and belief, ACS knew of the Patents-in-Suit, ACS ignored and/or disregarded that their actions constituted infringement of valid patents, and ACS acted despite an objectively high likelihood that their actions constituted infringement of valid patents.

COUNT V
INFRINGEMENT OF U.S. PAT. NO. 6,986,324

109. LPI realleges and incorporates by reference each of the preceding paragraphs.

110. The '324 patent, entitled "FLUID DELIVERY VALVE SYSTEM AND METHOD," was lawfully issued by the PTO on January 17, 2006 to the inventors George S. Gabriel, Neil E. Campbell, and Chinsoo Park. The '324 patent issued from U.S. Patent Application Serial No. 10/824,224, filed April 13, 2004. A copy of the '324 patent is attached as **Exhibit E**.

111. The '324 patent was assigned to LPI. LPI is the rightful owner of the '324 patent, and holds the entire right, title and interest in the '324 patent, including the right to sue infringers of the '324 patent.

112. Upon information and belief, ACS, directly or through the actions of its employees, divisions, and/or subsidiaries, has infringed and continues to infringe one or more claims of the '324 patent, directly, indirectly, jointly, literally, and/or by equivalents, by, among other things, making, using, offering for sale, selling, and/or importing into the United States animal care products embodying the patented invention, including without limitation the OptiQUENCH[®] water delivery system and related products, such as water valves.

113. Upon information and belief, ACS has infringed one or more claims of the '324 patent by inducing others to infringe the '324 patent.

114. Upon information and belief, ACS makes, uses, offers for sale, sells, and/or imports into the United States products, such as the OptiQUENCH[®] water delivery system and related products, for use in a manner that practices the inventions of the Patents-in-Suit, including the systems and/or devices claimed in the '324 patent, with knowledge of the '324 patent.

115. Upon information and belief, ACS had knowledge of the Patents-in-Suit before the filing of the present lawsuit and continues to have knowledge of the Patents-in-Suit at least through its employee, Mr. O'Connor, who previously worked for Lab Products, Inc. and through ACS' efforts to monitor and study LPI and/or LPI's products, including its Hydropac[®] products.

116. Upon information and belief, as a sales executive at Lab Products, Inc., Mr. O'Connor was aware of LPI's practice of marking its products with its patents because his duties and responsibilities included selling LPI's Hydropac[®] products, which are covered by and are marked with one or more of the Patents-in-Suit. For example, as shown in **Exhibit H** hereto, the packaging for LPI's disposable valves, which were sold by Mr. O'Connor, were marked with the '324 patent and '324 patent.

117. Upon information and belief, Mr. O'Connor also knew that LPI had a policy of protecting proprietary developments and inventions, and in particular with respect to Hydropac[®] products, with patents through training sessions held by LPI and in the course of his daily work promoting LPI's Hydropac[®] products. Mr. O'Connor was also provided with training materials containing confidential LPI information and product literature (such as specification sheets, promotional materials, etc.) that include one or more of the Patents-in-Suit.

118. Upon information and belief, ACS studied and monitored LPI's products and developments and knew about LPI's Hydropac[®] products, which have been and are all marked with the relevant Patents-in-Suit. For example, as shown in **Exhibit I** hereto, ACS created a power point presentation entitled "Increased Capacity & Improved Operations with EVCS", which includes a slide entitled "Hydropac[®] Access" and references the compatibility of ACS' products with LPI's Hydropac[®] products. (See Exhibit I at 17.) Furthermore, ACS' products are substantially identical to LPI's Hydropac[®] products, evidencing that ACS was well aware of such products, as well as the patent markings on such products.

119. Upon information and belief, ACS has infringed and continue to infringe the Patents-in-Suit directly, indirectly, literally and by equivalents, by, among other things, with knowledge of the Patents-in-Suit and with specific intent to encourage, promote, instruct, teach, and induce the infringement of the Patents-in-Suit, ACS did encourage, promote, instruct, teach, and induce customers to use, within the United States, products, such as the OptiQUENCH[®] water delivery system and related products, which practice at least certain system and/or device claims of the '324 patent.

120. Upon information and belief, ACS has done so, for example, by facilitating the use of at least the OptiQUENCH[®] water delivery system and by instructing customers in the use

of related instruments and products for use with the OptiQUENCH[®] water delivery system, which practice at least the systems and/or devices claimed in the '324 patent.

121. Upon information and belief, third parties, such as ACS' customers and prospective customers, have infringed and continue to infringe the Patents-in-Suit, including the '324 patent, directly, indirectly, literally and by equivalents, by, among other things, using ACS products, including, but not limited to the OptiQUENCH[®] water delivery system and related products, in the United States, which practice at least the inventions of the '324 patent.

122. Upon information and belief, ACS has sold at least an OptiQUENCH machine, which practices the inventions of the '324 patent, to Oklahoma Medical Research Foundation and the Oklahoma Medical Research Foundation uses the OptiQUENCH machine.

123. Upon information and belief, ACS had and has actual and/or constructive knowledge of the infringement of the '324 patent by its customers and/or prospective customers, and knowingly induced and possessed specific intent to encourage such infringement, because, with knowledge of the '324 patent, ACS did design, manufacture, offer for sale, sell and instruct customers and/or prospective customers in the use of ACS products, including the OptiQUENCH[®] water delivery system and related products, which practice at least the systems and/or devices claimed in the '324 patent.

124. Upon information and belief, at the very least, ACS was willfully blind as to the existence of the '324 patent, and therefore willfully blinded itself to the direct infringement of the '324 patent by its customers and/or prospective customers as a result of the use of ACS products, which infringe the '324 patent.

125. As a consequence of ACS' infringement of the '324 patent, LPI has been damaged in an amount not yet determined.

126. Upon information and belief, ACS' infringement of the '324 patent will continue in the future, and LPI will continue to suffer damages as a consequence, unless ACS' infringing acts are enjoined by this Court.

127. Upon information and belief, ACS' infringement of the '324 patent has been, and continues to be, willful.

128. Upon information and belief, ACS knew of the Patents-in-Suit, ACS ignored and/or disregarded that their actions constituted infringement of valid patents, and ACS acted despite an objectively high likelihood that their actions constituted infringement of valid patents.

COUNT VI
UNJUST ENRICHMENT

129. LPI realleges and incorporates by reference each of the preceding paragraphs.

130. Upon information and belief, ACS has unlawfully used LPI's confidential and proprietary information (hereinafter "Confidential Material" as defined in the O'Connor Agreement, discussed below) to copy and/or expedite the copying of LPI's products, and thus, been unjustly enriched at LPI's expense and to LPI's detriment.

131. During the course of Mr. O'Connor's employment with Lab Products, Inc., he was entrusted with, and had access to and obtained, LPI's Confidential Material and Mr. O'Connor was bound to maintain the confidentiality of such Confidential Material pursuant to the terms of his employment.

132. All employees that received or had access to LPI Confidential Material understood or should have understood that such information was confidential to LPI.

133. Mr. O'Connor executed a written employment agreement on July 18, 2005, attached hereto as **Exhibit F** (the "O'Connor Agreement").

134. The O'Connor Agreement describes "Confidential Material" as:

all information in any way concerning the activities, business or affairs, business or affairs of the Company, including without limitation, information concerning trade secrets, computerized programs and computer software and/or processes or programs utilized in the production or in conjunction with or as part of the products or projects of the Company and/or any improvements thereto, together with all sales and financial information concerning the Company and any and all information concerning projects in research and development, including computerized programs and computer software, or marketing plans for any such products or projects, and all information concerning the practice, products, customers and clients of the Company, and all information in any way concerning the activities, business or affairs of any of such customers or clients, as such, which has been furnished to me by the Company or its agents, customers or clients, as such, or otherwise acquired by [Mr. O'Connor] in the course of [his] employment with the Company

(Exhibit F at §1(b).)

135. LPI has expended significant resources in acquiring and developing its products, which include Confidential Material relating to the design, development, marketing, and sale and/or offer for sale of animal housing and watering systems and valve design, configuration, and implementation. Such information is reflected in, without limitation, various technical development documents, schematics, drawings, sales and marketing documents, customer lists, and pricing schedules.

136. LPI's Confidential Material cannot be readily assembled from information in the public domain. Rather, it constitutes protectable material LPI assembled and acquired over many years of compiling research and development data, product testing data, structural formulas and data, laboratory animal behavior patterns and concerns, design trials and experimental data, empirical data, client information, including clients' unique laboratory requirements, locations, configurations, and descriptions of laboratories to be outfitted with animal care systems, and marketing and pricing information and data. The aforementioned Confidential Material has independent value.

137. The O'Connor Agreement contains a provision where Mr. O'Connor acknowledges that the Confidential Material of LPI "are the exclusive property of [LPI]" and Mr. O'Connor agreed that he shall not "disclose any confidential material, directly or indirectly, to any party not at the time of such disclosure an employee of the Company, or remove from the Company's premises any notes or records relating thereto" and he "shall not in any manner use any confidential material, or any other property of the Company, in any way which is detrimental to the Company." (Exhibit F at §1(a).)

138. Further, in an action to enforce the terms of the O'Connor Agreement, on December 17, 2008, Mr. O'Connor, through his counsel, agreed to entry of a Consent Order in an action entitled *Lab Products Inc. v. Michael O'Connor, et al.*, filed in the Superior Court of New Jersey, Chancery Division, Morris County, New Jersey, Docket No. MOR-C 163-08, a copy of which is attached hereto as **Exhibit G** (the "Consent Order"). Pursuant to the Consent Order, Mr. O'Connor agreed to fully comply with the obligations set forth in the O'Connor Agreement, including an express prohibition against disclosing Confidential Material to his new employer ACS.

139. Through at least his employment with Lab Products, Inc., the O'Connor Agreement, and the Consent Order, Mr. O'Connor understood or should have understood that Confidential Material was confidential to LPI and that he had a duty to maintain the secrecy of LPI's Confidential Material.

140. Upon information and belief, Mr. O'Connor again breached the O'Connor Agreement and violated the Consent Order by unlawfully disclosing LPI's Confidential Material to ACS, which was used by ACS to LPI's detriment.

141. Upon information and belief, ACS used LPI's Confidential Material to copy LPI's products, to expedite the time to market of such copies, and to gain an unfair competitive advantage in the marketplace to LPI's detriment.

142. For example, upon information and belief, ACS unlawfully used LPI's Confidential Material to develop suppliers, training techniques, and sales information in connection with and to develop its OptiQUENCH[®] water delivery system and related products, which use certain non-public information regarding LPI's suppliers, training techniques, and sales information, to unfairly compete with LPI.

143. ACS knew or should have known that the Confidential Material Mr. O'Connor disclosed to ACS was the Confidential Material of LPI and that Mr. O'Connor had a duty to maintain its secrecy.

144. Upon information and belief, ACS encouraged and facilitated Mr. O'Connor's unlawful disclosures with the intent of gaining an unfair competitive advantage in the marketplace.

145. ACS knew that Mr. O'Connor's unlawful disclosure of LPI's Confidential Material would result in a breach of the O'Connor Agreement and constitute a violation of the Consent Order.

146. ACS' use of LPI's Confidential Material has conferred a benefit upon ACS, which ACS has retained and which benefits would be inequitable to retain without payment of the value thereof to LPI.

147. ACS has been unjustly enriched and should be required to make restitution to LPI in an amount to be determined at trial.

148. ACS' acts have caused and will continue to cause irreparable injury and damage to LPI for which LPI has no adequate remedy at law.

149. LPI is entitled to an injunction against ACS to prevent ACS from further misusing LPI's Confidential Material and to prevent ACS from profiting from sales of products and/or services derived from LPI's Confidential Material.

150. LPI is entitled to a head-start injunction to prevent ACS from gaining an unfair advantage in the marketplace from its unlawful use of LPI's Confidential Material.

JURY DEMAND

151. LPI requests a trial by jury for all issues and/or claims set forth herein that are so triable.

PRAYER FOR RELIEF

WHEREFORE, LPI respectfully requests that the Court enter judgment against ACS:

A. Determining that ACS has infringed and continues to infringe one or more claims of the '721 patent; the '280 patent; the '865 patent; the '893 patent; and the '324 patent.

B. Permanently enjoining ACS, its officers, agents, servants, directors, employees and attorneys, and all persons acting in concert or participation with them, directly or indirectly, or any of them who receive actual notice of the judgment, from further infringing, directly, indirectly (by inducing others to infringe or contributing to the infringement), jointly, literally, and/or by equivalents any claim of the Patents-in-Suit;

C. Ordering ACS to account for and pay to LPI all damages suffered by LPI as a consequence of ACS' infringement of the Patents-in-Suit, together with interest and costs as fixed by the Court;

D. Trebling LPI's damages under U.S.C. § 284 on the ground that ACS' infringement of the Patents-in-Suit was and is deliberate and willful;

E. Declaring that this case is exceptional and awarding LPI its costs and attorneys' fees in accordance with 35 U.S.C. § 285;

F. Determining that ACS has been unjustly enriched;

G. Permanently enjoining ACS from further disclosing and using LPI's Confidential Material;

H. Ordering ACS to account for and pay to LPI all damages suffered by LPI as a consequence of ACS' unlawful use of LPI's Confidential Material, including disgorging ACS of all ill-gotten gains resulting from its unjust enrichment;

I. Enjoining ACS from selling and offering for sale any and all products that practice, embody, include, and/or resulted from its unlawful use of LPI's Confidential Material for a period of time sufficient to eliminate any unfair commercial advantage ACS derived from such unlawful use and unjust enrichment;

J. Awarding LPI pre-judgment and post-judgment interests and costs and attorneys' fees, as appropriate; and

K. Granting LPI such other and further relief as the Court may deem just and proper.

Dated: June 3, 2013

By: s/ Todd P. Blakely
Todd P. Blakely
George T. Scott
SHERIDAN ROSS P.C.
1560 Broadway, Suite 1200
Denver, Colorado 80202-5141
Telephone: 303-863-9700
Facsimile: 303-863-0223
E-mail: tblakely@sheridanross.com
jscott@sheridanross.com
litigation@sheridanross.com

Steven B. Pokotilow
Vivian Luo
STROOCK & STROOCK & LAVAN LLP
180 Maiden Lane
New York, NY 10038
Telephone: 212-806-6663
Facsimile: 212-806-7663
E-mail: spokotilow@stroock.com
vluo@stroock.com
Attorneys for Hydropac/Lab Products, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this June 3, 2013, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to all counsel of record.

s/Todd P. Blakely
SHERIDAN ROSS P.C.
1560 Broadway, Suite 1200
Denver, CO 80202-5141
Telephone: 303-863-9700
Facsimile: 303-863-0223
Email: tblakely@sheridanross.com
litigation@sheridanross.com