

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BIG 3 PACKAGING, LLC,)
)
 Plaintiff,)
)
 v.)
)
 AQUA CHEMPACS, LLC)
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 and)
)
 SIMONIZ USA, INC.)
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 and)
)
 STEPHEN SENECA)
)
 and)
)
 NATIONAL ACCOUNT)
 SOURCING, INC.)
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 and)
)
 CONSTANCE HAWK)
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 and)
)
 JOAN MCGINN)
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 and)
)
 JOSEPH SOLITRO)
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 and)
)
 VERNA SANCHEZ)
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 and)
)
 MARCO SANCHEZ)
)
 Defendants)

**Civil Action No. 2:12-cv-05806-PBT
JURY TRIAL DEMANDED**

BIG 3 PACKAGING, LLC'S FIRST AMENDED COMPLAINT
FOR PATENT AND TRADEMARK INFRINGEMENT

Plaintiff, Big 3 Packaging, LLC ("B3P"), by counsel, for its Complaint against Defendants, Aqua ChemPacs, LLC ("Aqua ChemPac"), Simoniz USA, Inc. ("Simoniz"), Mr. Stephen Seneca, National Account Sourcing, Inc. ("NAS"), Ms. Constance Hawk, Ms. Joan McGinn, Mr. Joseph Solitro, Ms. Verna Sanchez and Mr. Marco Sanchez state:

1. Dickler Chemical, LLC, a local Philadelphia company, started a water-soluble clean packet business and later became affiliated with Pak-It LLC. In early 2012, B3P, also headquartered here in Philadelphia, properly acquired Dickler Chemical, LLC's and Pak-It, LLC's business assets and has continued and expanded on those businesses. Instead of properly purchasing these companies assets, Mr. Seneca, a former officer and/or long-time employee/sales representative of Dickler Chemical and Pak-It, LLC started a competing business known as Aqua ChemPac and decided to just use Dickler Chemical's and Pak-It, LLC's intellectual property, which is now owned by B3P, and has been willfully violating B3P's patent and trademark rights. Mr. Seneca induced Dickler Chemical and/or Pak-It employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, to breach their employment contracts and duties of loyalty to Dickler Chemical and/or Pak-It to help Mr. Seneca build and form Aqua ChemPacs. B3P brings this action for damages and to enjoin the willful use of its intellectual property.

THE PARTIES

2. B3P is a New Jersey limited liability company with its principal place of business at 4201 Torresdale Avenue, Philadelphia, Pennsylvania, 19124. B3P is in the business of, *inter alia*, selling unit-dose, water-soluble packaging solutions for industrial and consumer applications.

3. Aqua ChemPacs is a privately-held Delaware limited liability company that has its principal place of business at 515 Andrews Road, Trevose, PA 19053. Aqua ChemPacs competes with B3P and is in the business of, *inter alia*, selling unit-dose, water-soluble packaging solutions for industrial and consumer applications.

4. Simoniz is a privately held Connecticut company that is headquartered at 201 Boston Turnpike, Bolton, CT 06043. Simoniz distributes and sells Aqua ChemPacs' products. On information and belief, at least one Simoniz shareholder also has an ownership interest in Aqua ChemPacs.

5. On information and belief, Mr. Stephen Seneca is an individual residing at 9140 NW 47 Court, Coral Springs, Florida 33067 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053. On information and belief, Mr. Seneca has an ownership interest in Aqua ChemPacs.

6. National Account Sourcing, Inc. is a Florida corporation whose principal place of business is Mr. Seneca's house located at 9140 NW 47 Court, Coral Springs, Florida 33067. Mr. Seneca incorporated NAS. On information and belief, Mr. Seneca is the only officer and director of NAS, and NAS has no real business, is a sham company, and was used by Seneca to register the domain name www.pakit.com.

7. On information and belief, Ms. Constance Hawk is an individual residing at 1157 Neshaminy Valley Drive, Bensalem, PA 19020 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053.

8. On information and belief, Ms. Joan McGinn is an individual residing at 7800 Fillmore Street, Jenkintown, PA 19046 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053.

9. On information and belief, Mr. Joseph Solitro is an individual residing at 9761 Clark Street, Philadelphia, PA 19115 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053.

10. On information and belief, Ms. Verna Sanchez is an individual residing at 1714 Fuller Street, Philadelphia, PA 19152 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053.

11. On information and belief, Mr. Marco Sanchez is an individual residing at 1714 Fuller Street, Philadelphia, PA 19152 and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053.

JURISDICTION & VENUE

12. This is an action for patent infringement arising under the patent laws of the United States, including 35 U.S.C. §§ 271, 281, 283, 284 and 285. This action also arises under the Lanham Act 15 U.S.C. § 1051 *et seq.* for, *inter alia*, trademark infringement, trademark dilution, unfair competition, and cybersquatting. This action also arises under the Commonwealth of Pennsylvania's common and statutory law for, *inter alia*, trademark infringement, trademark dilution, unjust enrichment, breach of contract and breach of duty of loyalty implied by law.

13. This Court has subject matter jurisdiction over the patent infringement and Lanham Act claims pursuant to 28 U.S.C. §§ 1338(a), 1331, 2201 and 2202; 15 U.S.C. § 1121.

14. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367, as Plaintiff's common law and statutory claims are substantially related to Plaintiff's Federal claims such that they form part of the same case or controversy.

15. This Court has personal jurisdiction over Aqua ChemPacs because Aqua ChemPacs, *inter alia*, has a principal place of business in this District and is subject to jurisdiction in this Court

under the Pennsylvania Long-Arm statute, 42 Pa.C.S.A. §§ 5301 and 5303; engages in a persistent course of conduct in this District in the Commonwealth of Pennsylvania, and expects, or reasonably should expect, its acts to have legal consequences in this District in the Commonwealth of Pennsylvania, and Aqua ChemPacs (a) has committed acts of patent infringement such as selling and offering for sale the infringing products described herein within this District and/or induced (*e.g.*, instructing and supplying others with infringing products and instructions for use) acts of patent infringement by others (*e.g.*, using the infringing products defined herein) in this District; (b) Aqua ChemPacs regularly does business, solicits business, engages in other persistent courses of conduct, and/or derives substantial revenue from products and/or services provided to individuals in this District in the Commonwealth of Pennsylvania; and (c) has committed acts of trademark infringement, dilution, cybersquatting, designation of false origin and description, and the other acts complained of herein in this District and caused harm to Plaintiff in this District.

16. This Court has personal jurisdiction over Simoniz because Simoniz has committed acts of patent infringement such as selling and offering for sale Aqua ChemPacs' infringing products described herein within this District and/or induced (*e.g.*, instructing and supplying others with infringing products and instructions for use) acts of patent infringement by others (*e.g.*, using the infringing products defined herein) in this District.

17. On information and belief, this Court has personal jurisdiction over Mr. Seneca because he is employed by Aqua ChemPacs at 515 Andrews Road, Trevoise, PA 19053, is subject to jurisdiction in this Court under the Pennsylvania Long-Arm statute, 42 Pa.C.S.A. §§ 5301 and/or 5322, and has (a) committed acts of trademark infringement in this District and this Commonwealth by offering for and selling Aqua ChemPacs products with the www.pakit.com

and www.cleanpackit.com web sites, (a) committed acts of patent infringement in this District and this Commonwealth by selling and offering for sale infringing Aqua ChemPacs products and inducing others within this District, including Aqua ChemPacs to commit acts of patent infringement as described herein, and (c) committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

18. On information and belief, this Court has personal jurisdiction over Ms. Hawk because she resides at 1157 Neshaminy Valley Drive, Bensalem, PA 19020, and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053, and Ms. Hawk committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

19. On information and belief, this Court has personal jurisdiction over Ms. McGinn because she resides at 7800 Fillmore Street, Jenkintown, PA 19046, and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053, and Ms. McGinn committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

20. On information and belief, this Court has personal jurisdiction over Mr. Solitro because he resides at 9761 Clark Street, Philadelphia, PA 19115, and is employed by Aqua ChemPacs at 515 Andrews Road, Trevose, PA 19053 and Mr. Solitro committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District, and Mr. Solitro committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

21. On information and belief, this Court has personal jurisdiction over Ms. Sanchez because she resides at 1714 Fuller Street, Philadelphia, PA 19152, and is employed by Aqua ChemPacs at

515 Andrews Road, Trevoise, PA 19053, and Ms. Sanchez committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

22. On information and belief, this Court has personal jurisdiction over Mr. Sanchez because he resides at 1714 Fuller Street, Philadelphia, PA 19152, and is employed by Aqua ChemPacs at 515 Andrews Road, Trevoise, PA 19053, and Mr. Sanchez committed acts breaching an Employment Agreement and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District.

23. On information and belief, this Court has personal jurisdiction over NAS because NAS has committed acts of patent and trademark infringement in this District and Commonwealth and acted as an agent and/or representative of Mr. Seneca and Aqua ChemPacs by, *inter alia*, using the www.pakit.com website to automatically direct customers in this District and Commonwealth to Aqua ChemPacs.

24. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because a) Aqua ChemPacs, Simoniz, and Mr. Seneca do substantial business in this District; b) Aqua ChemPacs, NAS, Mr. Seneca, and Simoniz have committed acts of patent infringement in this District; c) Aqua ChemPacs' headquarters is located in this District; d) Aqua ChemPacs, NAS, and Mr. Seneca have committed acts of trademark infringement and other associated counts within this District; e) Mr. Seneca and Aqua ChemPacs' employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez, and Mr. Sanchez, committed acts breaching their employments contracts and duty of loyalty to JBI, Pak-It and/or Dickler Chemical implied by law in this District; and f) in this District Defendants are subject to personal jurisdiction in this District.

B3P'S '319 PATENT FACTUAL HISTORY

25. On March 14, 2000, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 6,037,319 (the "'319 Patent"), entitled "Water-Soluble Packets Containing Liquid Cleaning Concentrates," in the names of Lawrence R. Dickler and J. Barry Ruck. The issued patent was assigned to Dickler Chemical Laboratories, Inc. ("Dickler Chemical"). A true and correct copy of the '319 Patent is attached to this Complaint as Exhibit A.

26. In 2007, Pak-It LLC purchased all outstanding shares of Dickler Chemical, and Dickler Chemical became a wholly owned subsidiary of Pak-It LLC.

27. In 2009, 310 Holdings, Inc. acquired all outstanding shares of Pak-It LLC, Dickler Chemical remained a wholly owned subsidiary of Pak-It LLC.

28. In 2009, 310 Holdings changed its name to JBI, Inc.

29. In 2012, B3P acquired assets of Pak-It LLC and Dickler Chemical, including the '319 Patent pursuant to an Asset Purchase Agreement between B3P and JBI. Pursuant to the Asset Purchase Agreement, Dickler Chemical assigned the '319 Patent and any claims for past infringement of the '319 Patent that Dickler Chemical had to B3P.

30. Dickler Chemical and B3P exclusively licensed the '319 Patent to Cot'n Wash, Inc. in the "Laundry Product Field" which is defined as packets that are covered by one or more claims of U.S. Patent Nos. 6,037,319 and 6,136,776 used in connection with wet washing fabric care for the purpose of either cleaning, brightening, softening, whitening, or freshening fabrics (fragrance), or removing stains, dirt, oil or odor from fabrics used in the retail trade and does not include commercial laundry business and applications of B3P's products onto dry fabrics or carpets. B3P otherwise owns all rights in the '319 Patent outside of the "Laundry Product Field."

31. At all relevant times, B3P and Dickler Chemical have provided notice of the '319 Patent by marking the number of the '319 patent on their packaging in accordance with 35 U.S.C. § 287.

B3P's PAK-IT® TRADEMARK HISTORY

32. Lawrence Dickler founded Dickler Chemical in the Philadelphia area in the 1960's. Dickler Chemical had a principal place of business at 4201 Torresdale Avenue, Philadelphia, Pennsylvania, 19124. Dickler Chemical's business focused on providing professional cleaning and maintenance specialty chemicals.

33. Dickler Chemicals' products included water-soluble cleaning packets for various applications, including for example, floor cleaners, all-purpose cleaners, bathroom cleaners, auto-scrub cleaners, and glass and hard surface cleaner. Dickler Chemical's water soluble products were advantageous because the packets could be placed in water, the packet would dissolve, and the proper concentration of detergent was already apportioned. Dickler Chemical advertised its products by, *inter alia*, touting the economic and environmental advantages of its products because they eliminated the need for aqueous cleaners in plastic containers and accordingly Dickler Chemical's products resulted in reduced shipping and storage costs. Dickler Chemical's products also provided environmental advantages because they eliminate the waste associated with plastic containers and they reduce carbon emissions because there is significantly less product to transport as compared to aqueous products.

34. In November of 1996, Dickler Chemical filed for the PAK-IT® trademark in International Class 003 for all purpose cleaning preparation for, *inter alia*, floor maintenance, carpet care, road surfaces, food service, disinfecting and deodorizing, rest room care, laundry applications, dishwashing, and golf balls. On April 21, 1998 the mark was registered with Registration No.

2151964, attached hereto as Exhibit B. From about 1998-2012, Dickler Chemical has been using the PAK-IT[®] trademark to denote its water-soluble, all purpose cleaning products. On about September 22, 2003, Dickler Chemical filed the § 8 declaration and affidavit of continued use and the § 15 declaration and affidavit of incontestability with the U.S. Patent & Trademark Office. On about November 4, 2003, the U.S. Patent & Trademark Office accepted the declarations and affidavits. On about May 5, 2008, Dickler Chemical filed the § 8 declaration and affidavit of continued use and the § 9 declaration and affidavit for renewal. On May 5, 2008, the U.S. Patent & Trademark Office accepted the declarations and affidavits. By virtue of Dickler Chemical's continuous use of the PAK-IT[®] trademark, the mark has become incontestable pursuant to 15 U.S.C. § 1065.

35. Dickler Chemical's goods and services were sold or otherwise distributed in interstate commerce. From at least about 1998 until February 2012, Dickler Chemical sold and advertised its water-soluble cleaning packets with its PAK-IT[®] trademark and used the PAK-IT[®] trademark to denote its water-soluble cleaning packets in this District and throughout the United States.

36. In February 2012, B3P entered into an asset purchase agreement with JBI and pursuant to that agreement Dickler Chemical assigned the PAK-IT[®] trademark to B3P along with any causes of action that it owned for past infringement to B3P.

37. Since early in 2012, B3P has continued Dickler Chemical's business of providing unit-dose, water-soluble packaging solutions for industrial and consumer applications. For example, B3P provides, *inter alia*, unit-dose, water-soluble glass cleaners, hard-surface cleaners, all purpose cleaners, floor cleaners, bathroom cleaners, dishwasher detergents, and carpet cleaners. B3P's goods and services are sold and otherwise distributed in interstate commerce in the United States including within this District. For example, B3P's product line includes the products

advertised at <http://www.big3packaging.com/ourProducts/index.php>. B3P tout's the economic and environmental advantages of its products, with its "people, planet, profit" marketing plan. <http://www.big3packaging.com/>.

38. B3P sells and advertised its water-soluble cleaning packets with its PAK-IT[®] trademark and has used the PAK-IT[®] trademark to denote its water-soluble cleaning packets in this District and throughout the United States. For example, a cover page of a B3P product brochure is shown below:

B3P PAK-IT[®] LLC PRODUCT BROCHURE



39. As a result of Dickler Chemical and B3P's use of the PAK-IT[®] trademark, the mark has become widely recognized, generated good will, and is exclusively associated by the relevant

consumers, including retailers, the public, and the trade as being high quality products sourced from B3P and has acquired secondary meaning and become famous under 15 U.S.C.

§1125 (c)(1).

40. B3P's PAK-IT[®] trademark registration is valid, in full force and effect, and has not been canceled, revoked, or abandoned. The registration of the PAK-IT[®] trademark constitutes *prima facie* evidence of its validity and conclusive evidence of B3P's right to use the mark in connection with the goods identified herein. The PAK-IT[®] trademark is an incontestable mark and is actively used by B3P as illustrated in the attached product brochure at paragraph 39.

41. B3P's registration of its PAK-IT[®] trademark provides sufficient notice to Aqua ChemPacs of B3P's ownership and exclusive rights in the mark. As described herein, Aqua ChemPacs had actual notice of Dickler Chemical's rights in the PAK-IT[®] trademark and has actual notice of B3P's rights in the PAK-IT[®] trademark.

42. B3P's PAK-IT[®] trademark has been in continuous use and has never been abandoned.

B3P FACTUAL HISTORY

43. B3P was founded in 2012 and is in the business of providing professional cleaning and detergent products.

44. In 2012, pursuant to the Asset Purchase Agreement, B3P was assigned all of Pak-It LLC's and Dickler Chemical's tangible and intellectual assets, including causes of action for employees' breach of employment contracts, breaches of covenants not to compete, covenants of confidentiality, and actions that arise by operation of law.

AQUA CHEMPAC FACTUAL HISTORY

45. Prior to August 2007, Mr. Stephen Seneca was either employed by Dickler Chemical or affiliated with Dickler Chemical as an independent sales consultant for many years and he had substantial marketing and sales responsibilities involving Dickler Chemical's water-soluble

cleaning packets. Due to his involvement with Dickler Chemical, Mr. Seneca had access to Dickler Chemical's confidential information including its customer lists, product formulas, know-how, manufacturing, marketing plans, intellectual property, and product specifications, and its patents and trademarks including the '319 Patent and PAK-IT[®] trademark. During Mr. Seneca's involvement with Dickler Chemical, Mr. Seneca became familiar with Dickler Chemical's business model and products.

46. On information and belief, in 2007, Mr. Seneca organized a group that formed and incorporated a privately held company called Pak-It LLC. Pak-It LLC's shares were held by Mr. Seneca and by a private equity group organized by Mr. Seneca.

47. In 2007, Pak-It LLC bought the shares of Dickler Chemical, and Dickler Chemical became a wholly-owned subsidiary of Pak-It LLC. On information and belief, Dickler Chemical was the operating company, and Pak-IT, LLC was a holding company. As a shareholder of Pak-It LLC, Mr. Seneca was an owner of Dickler Chemical.

48. On information and belief, in about 2007, Mr. Seneca became president of Pak-It LLC and Dickler Chemical. While serving in these roles, Mr. Seneca had access to and was knowledgeable regarding Dickler Chemical's confidential information including its customer lists, product formulas, know-how, manufacturing, marketing plans, intellectual property, and product specifications, and its patents and trademarks including the '319 Patent and PAK-IT[®] trademark.

49. 310 Holdings, Inc., later known as JBI, Inc., acquired the shares of Pak-It LLC, in 2009. On information and belief, in connection with the acquisition, Mr. Seneca sold his shares in Pak-It LLC, and accordingly was no longer an owner of Pak-It LLC and Dickler Chemical.

50. After 310 Holdings, Inc. acquired the shares of Pak-It LLC, Mr. Seneca continued to be employed by Pak-It LLC as its president and/or by Dickler Chemical. In these roles, Mr. Seneca had access to and was knowledgeable regarding Dickler Chemical's confidential information including its customer lists, product formulas, know-how, intellectual property, marketing plans, manufacturing, and product specifications, and its patents and trademarks including the '319 Patent and PAK-IT[®] trademark.

51. On information and belief, Mr. Seneca had an employment agreement with Dickler Chemical, JBI and/or Pak-It LLC that required him to keep Dickler Chemical's and Pak-It's confidential information confidential and not to use Dickler Chemical's and Pak-It's confidential information to compete with Dickler Chemical and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI, attached hereto as Exhibit C.

52. On information and belief, Ms. Hawk was employed by Dickler Chemical, JBI and/or Pak-It and had the title of Vice President of Sales.

53. On information and belief, Ms. Hawk had an employment agreement with Dickler Chemical, JBI and/or Pak-It that required her to keep Dickler Chemical's, JBI's and/or Pak-It's confidential information confidential and not to use Dickler Chemical's, JBI's and/or Pak-It's confidential information to compete with Dickler Chemical, JBI and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI.

54. On information and belief, Ms. McGinn was employed by Dickler Chemical, JBI and/or Pak-It.

55. On information and belief, Ms. McGinn had an employment agreement with Dickler Chemical, JBI and/or Pak-It that required her to keep Dickler Chemical's, JBI's and/or Pak-It's confidential information confidential and not to use Dickler Chemical's, JBI's and/or Pak-It's

confidential information to compete with Dickler Chemical, JBI and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI.

56. On information and belief, Mr. Solitro was employed by Dickler Chemical, JBI and/or Pak-It.

57. On information and belief, Mr. Solitro had an employment agreement with Dickler Chemical, JBI and/or Pak-It that required him to keep Dickler Chemical's, JBI's and/or Pak-It's confidential information confidential and not to use Dickler Chemical's, JBI's and/or Pak-It's confidential information to compete with Dickler Chemical, JBI and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI.

58. On information and belief, Ms. Sanchez was employed by Dickler Chemical, JBI and/or Pak-It.

59. On information and belief, Ms. Sanchez had an employment agreement with Dickler Chemical, JBI and/or Pak-It that required him to keep Dickler Chemical's, JBI's and/or Pak-It's confidential information confidential and not to use Dickler Chemical's, JBI's and/or Pak-It's confidential information to compete with Dickler Chemical, JBI and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI.

60. On information and belief, Mr. McGinn was employed by Dickler Chemical, JBI and/or Pak-It.

61. On information and belief, Mr. Sanchez had an employment agreement with Dickler Chemical, JBI and/or Pak-It that required him to keep Dickler Chemical's, JBI's and/or Pak-It's confidential information confidential and not to use Dickler Chemical's, JBI's and/or Pak-It's confidential information to compete with Dickler Chemical, JBI and/or Pak-It, and not to compete with Dickler Chemical, Pak-It and/or JBI.

62. On March 12, 2010, Mr. John Fattori, and on information and belief, the employees of JBI, Dickler Chemical and/or Pak-It, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez, and Mr. Sanchez (the “Employees”), entered into a Non-Compete, Assignment and Confidentiality Agreement (the “Employment Agreement”), substantially in the form set forth in attached Exhibit D.

63. In the Employment Agreement, Mr. Fattori and, on information and belief, the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez, and Mr. Sanchez, agreed to be bound to confidentiality and to grant the covenant not to compete so that Mr. Fattori and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez, and Mr. Sanchez, could gain access to JBI’s confidential and proprietary information concerning JBI’s, Dickler Chemical’s, and Pak-It’s “customers, suppliers, business plans, products, processes, developments, research and the like.”

64. In the Employment Agreement, Mr. Fattori and, on information and belief, the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez, and Mr. Sanchez, further agreed that the unauthorized use, misappropriation or disclosure of the confidential information, defined as “information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, computer programs, system documentation, special hardware, software development, manuals, equipment, compositions, ideas, improvements, or any other confidential or proprietary information belonging to or relating to” JBI, Dickler Chemical and Pak-It, constitutes a breach of trust causing irreparable harm to JBI, Dickler Chemical and Pak-It.

65. On information and belief, Mr. Seneca knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, system documentation, manuals, equipment, compositions, ideas, and improvements.

66. On information and belief, Ms. Hawk knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, system documentation, manuals, equipment, compositions, ideas, and improvements.

67. On information and belief, Ms. McGinn knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, system documentation, manuals, equipment, compositions, ideas, and improvements.

68. On information and belief, Mr. Solitro knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, system documentation, manuals, equipment, compositions, ideas, and improvements..

69. On information and belief, Ms. Sanchez knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and

requirements of customers and prospective customers, identity and requirements of sources of supply, system documentation, manuals, equipment, compositions, ideas, and improvements.

70. On information and belief, Mr. Sanchez knew of at least the following Dickler Chemical, JBI and/or Pak-It confidential information: information concerning the business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, computer programs, system documentation, special hardware, software development, manuals, equipment, compositions, ideas, and improvements.

71. As employees of Dickler Chemical, JBI and/or Pak-It, Mr. Seneca, Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez owed a duty that arises by operation of law of confidentiality and loyalty to Dickler Chemical, JBI and/or Pak-It.

72. On information and belief, Mr. Seneca drafted an Employee Handout for Dickler Chemical and/or Pak-It LLC, which required the signatures of all employees. *See* Exhibit E.

73. On information and belief, the Employee Handout contained duties of confidentiality, implied by law, to maintain all proprietary information of Dickler Chemical and/or Pak-It LLC in confidence.

74. In about June 2010, Mr. Seneca's employment with Pak-It LLC and Dickler Chemical ended.

75. Due to his years of involvement with Dickler Chemical and Pak-It, LLC, Mr. Seneca was and is aware of B3P's '319 Patent and its PAK-IT[®] trademark.

76. In August 2010, Steve Seneca organized a group that formed Aqua ChemPacs. On information and belief, Steve Seneca became president and/or an officer of Aqua ChemPacs. Over time, Mr. Seneca hired away many people from Pak-It LLC and/or Dickler Chemical

including but not limited to Bill Paris, the former Chief Financial Officer of Dickler Chemical, Constance Hawk, formerly the Vice President of Sales of Dickler Chemical, Verna Sanchez, formerly employed by Dickler Chemical to coordinate purchasing, Marco Sanchez, formerly employed as Dickler Chemical's plant manager, Scott Annis, Dickler Chemical's warehouse manager, and Joe Solitro, Dickler Chemical's marketing director, and Joan McGinn, formerly employed by Dickler Chemical, Pak-It, LLC and/or JBI.

77. On information and belief, Mr. Seneca began organizing and working on a competing business, which subsequently became Aqua ChemPacs, while employed by JBI. On information and belief, as part of working on the competing business, Mr. Seneca copied Dickler Chemical's and/or Pak-It's business plans, strategic plans, customer lists, potential customer lists, customer and potential customer notes and strategies, product information, marketing plans, financial strategies, and pricing information.

78. On information and belief, Mr. Seneca improperly used the Dickler Chemical and/or Pak-It business plans, strategic plans, customer lists, potential customer lists, customer and potential customer notes and strategies, product information, marketing plans, financial strategies, and pricing information to develop products that competed with Dickler Chemical and Pak-It and sold to the same customers.

79. On information and belief, Mr. Seneca, while employed by JBI, solicited other Dickler Chemical, JBI and Pak-It employees to leave Dickler Chemical, JBI and/or Pak-It to work for him at Aqua ChemPacs, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez.

80. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of the Employment Agreement,

used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when forming and building Aqua ChemPacs as a company.

81. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of the Employment Agreement, improperly used JBI's, Dickler Chemical's and/or Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements to develop products that competed with Dickler Chemical and Pak-It and sold to the same customers.

82. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of their duty of confidentiality implied by law, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when forming and building Aqua ChemPacs as a company.

83. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of their duty of confidentiality implied by law, improperly used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of

supply, manuals, ideas, and improvements to develop products that competed with Dickler Chemical and Pak-It and sold to the same customers.

84. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of their duty of loyalty implied by law, used JBI's, Dickler Chemical's and Pak-It's confidential information when forming and building Aqua ChemPacs as a directly competing company.

85. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, in violation of their duty of loyalty implied by law, improperly used JBI's, Dickler Chemical's and Pak-It's confidential information to develop products that competed with Dickler Chemical and Pak-It and sold to the same customers.

86. At least as early as 2011, Aqua ChemPacs began competing with Dickler Chemical by introducing a substantially similar product line including selling water-soluble cleaning packets. Aqua ChemPacs copied Dickler Chemical's business plan of touting the environmental and economic benefits of water-soluble cleaning packets. For example, Aqua ChemPacs touts that it is "working rapidly to offer over 50 cleaning solutions engineered to be environmentally friendly, safe, and easy to use for nearly every cleaning application"

<http://www.chempacs.com/Aqua-ChemPac-chempacs-product-line>).

87. Aqua ChemPacs and Simoniz have been and are selling Aqua ChemPacs water-soluble cleaning packs with the following descriptions, including at least Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Heavy-Duty

multipurpose Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Dishwashing Detergent; Laundry Detergent; Odor Eliminator And Freshener. On information and belief, Simoniz has been and is aware of the '319 Patent, at least, by virtue of one of Simoniz's owners also being and owner of Aqua ChemPacs.

88. On information and belief, Aqua ChemPacs has provided and does provide its water-soluble packets to Pro Maka to market and sell under a private label.

89. At least since the summer of 2012, Aqua ChemPacs has been using B3P's PAK-IT[®] trademark or the confusingly similar mark "pak-it" in association with Aqua ChemPacs water-soluble cleaning packs, including at least Aqua ChemPacs' Glass and Hard Surface Cleaner; Citrus All Purpose Cleaner; Non-Acid Bathroom & Bowl Cleaner and Neutral Floor Cleaner.

90. Despite its knowledge that Dickler Chemical, and now B3P, owned the PAK-IT[®] mark, Mr. Seneca, acting as an agent and/or representative and on behalf of Aqua ChemPacs, registered, maintained, and used the domain name www.cleanpackit.com and the associated web site since about December 2011. Mr. Seneca and Aqua ChemPacs sell Aqua ChemPacs' water-soluble cleaning products on Mr. Seneca's www.cleanpackit.com web site. At the time of registration, B3P's Pak-It[®] trademark was incontestable and distinctive. Mr. Seneca's www.cleanpackit.com domain name is confusingly similar to and dilutive of B3P's PAK-IT[®] trademark. On information and belief, Mr. Seneca and Aqua ChemPacs have sold products that B3P would have sold by using the domain name www.cleanpackit.com, which is confusingly similar to and dilutive of B3P's PAK-IT[®] trademark.

91. Despite its knowledge that Dickler Chemical owned the PAK-IT[®] mark, Mr. Seneca, through his company NAS, registered the domain name www.pakit.com in 2007. B3P's Pak-

It® trademark is incontestable and distinctive. Aqua ChemPacs' www.pakit.com domain name is confusingly similar to and dilutive of B3P's PAK-IT® trademark.

92. On information and belief, Mr. Seneca registered the domain name www.cleanpackit.com on behalf of Aqua ChemPacs as its agent or representative, and NAS, operated by Mr. Seneca, is operated on behalf of Aqua ChemPacs and as its agent at least in its operation of the www.pakit.com domain name, so that Aqua ChemPacs can use these domain names to sell Aqua ChemPacs' products.

93. As of at least September 2012, NAS, Mr. Seneca, and Aqua ChemPacs have caused the web address www.pakit.com to automatically direct individuals to Mr. Seneca's www.cleanpackit.com web site. Thus, on information and belief, Mr. Seneca, NAS, and Aqua ChemPacs have willfully and in bad faith used B3P's PAK-IT® trademark to direct customers looking for B3P's products to Aqua ChemPacs. On information and belief, Mr. Seneca and Aqua ChemPacs have sold products that B3P would have sold by redirecting customers from the www.pakit.com site to www.cleanpackit.com.

94. Mr. Seneca and Aqua ChemPacs registered and used the domain name www.cleanpackit.com on behalf of Aqua ChemPacs, and as its agent and representative, to divert consumers looking for Dickler Chemical and B3P products associated with B3P's PAK-IT® trademark to Aqua ChemPacs so that customers would be confused and purchase Aqua ChemPacs products and in doing so harmed the goodwill represented by B3P's PAK-IT® trademark for commercial gain or with the intent to dilute B3P's PAK-IT® trademark and/or to create a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the site.

95. On information and belief, NAS has no real business, the corporate form has been disregarded and is a sham, and Mr. Seneca and Aqua ChemPacs are individually liable for all activities of NAS because Mr. Seneca and Aqua ChemPacs are acting individually through NAS to profit from NAS's domain name www.pakit.com.

96. Disregarding the incontestability of B3P's PAK-IT[®] trademark, as well as its common law and statutory rights in its trademark for water-soluble cleaning packs, Aqua ChemPacs, Mr. Seneca, and NAS have either knowingly advertised and sold Aqua ChemPacs' water-soluble cleaning packets by using the same or a confusingly similar mark to B3P's PAK-IT[®] mark.

97. Aqua ChemPacs' water-soluble cleaning packets are offered in direct competition to B3P's water-soluble cleaning packs.

98. Aqua ChemPacs', NAS's, and Mr. Seneca's use of B3P's trademark PAK-IT[®] to offer for sale, advertise, distribute, and sell Aqua ChemPacs' water-soluble cleaning packets is a false designation of origin of Aqua ChemPacs' products as Dickler Chemical's and now B3P's that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, origin, sponsorship, or approval of Aqua ChemPacs' goods and services with Dickler Chemical's and now B3P's goods and services.

99. Aqua ChemPacs', NAS's, and Mr. Seneca's use of Dickler Chemical's and now B3P's trademark PAK-IT[®] to offer for sale, advertise, distribute, and sell Aqua ChemPacs' water-soluble cleaning packets is a false designation of origin, false or misleading description of fact, and/or false or misleading representation of fact, that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, origin, sponsorship, or approval of Aqua ChemPacs' goods and services with Dickler Chemical's and now B3P's goods and services.

100. Aqua ChemPacs', NAS's, and Mr. Seneca's use of Dickler Chemical and now B3P's trademark PAK-IT[®] to offer for sale, advertise, distribute, and sell Aqua ChemPacs' water-soluble cleaning packets is a false designation of origin, false or misleading description of fact, and/or false or misleading representation of fact in commercial advertising and promotion that misrepresents the nature, characteristics, qualities or origin of Aqua ChemPacs' goods, services, and commercial activities.

101. Aqua ChemPacs', NAS's, and Mr. Seneca's use of Dickler Chemical's and now B3P's trademark PAK-IT[®] has been a willful attempt to capitalize on Dickler Chemical's and now B3P's goodwill in its PAK-IT[®] mark and is a blatant attempt to create consumer confusion.

102. Aqua ChemPacs', NAS's, and Mr. Seneca's usage of the PAK-IT[®] trademark has caused B3P injury and irreparable harm.

103. As a result of Aqua ChemPacs', NAS's, and Mr. Seneca's acts complained of herein, including infringement of the '319 patent and the PAK-IT[®] trademark, members of the public and the trade are likely to believe that Aqua ChemPacs' water-soluble cleaning packs originate from, or are offered in affiliation with, or sponsored by, or under license from B3P.

104. Aqua ChemPacs', NAS's, and Mr. Seneca's use of PAK-IT trademark in conjunction with its all purpose cleaning preparations in the form of water-soluble cleaning packs represented to Dickler Chemical's and now B3P's clientele and potential clientele as well as to the trade and the public that Aqua ChemPacs operates under the sponsorship, with the affiliation of, with a license from, or with the approval of Dickler Chemical and B3P.

105. Persons, including potential customers, familiar with B3P's PAK-IT[®] trademark, on seeing Aqua ChemPacs', NAS's, and Mr. Seneca's use of the PAK-IT trademark would be likely to believe and would be justified in so believing that their usage was under the sponsorship of or

in affiliation with Dickler Chemical and B3P, or that Dickler Chemical and B3P had approved such usage.

106. By the acts and activities complained of herein, Aqua ChemPacs', NAS's, and Mr. Seneca's has passed off its goods as rendered by, or associated with, or connected with, or sponsored by, or under license from, or with the approval of Dickler Chemical and B3P.

107. Aqua ChemPacs', NAS's, and Mr. Seneca's acts complained of herein are likely to cause and/or have caused confusion, subliminal confusion, mistake or deception among the trade or public.

108. Aqua ChemPacs', NAS's, and Mr. Seneca's infringement complained herein has been willful and deliberate and represents an attempt to appropriate the goodwill that Dickler Chemical and B3P have earned with the PAK-IT[®] trademark, in order to provide Defendants' recognition and advantage in the marketplace which they would not otherwise possess.

109. Aqua ChemPacs', NAS's, and Mr. Seneca's adoption and use of the PAK-IT[®] trademarks, in connection with water-soluble cleaning packs, was and is: (a) with full knowledge of the registered PAK-IT[®] trademark, and (b) was and is with the intent and for the purpose, and has had the effect, of wrongfully infringing upon B3P'S PAK-IT[®] mark.

110. By trading upon the goodwill of Plaintiff's PAK-IT[®], Aqua ChemPacs, NAS, and Mr. Seneca have obtained for its goods a salability which they would not have other-wise had.

111. Dickler Chemical and B3P had and have no control over the quality of goods which are sold by Aqua ChemPacs, with the result that Dickler Chemical's and B3P's valuable goodwill with respect to its PAK-IT[®] trademark may be irreparably damaged by the acts of Aqua ChemPacs.

112. Mr. Seneca's actions breaching the Employment Agreement caused Dickler Chemical, JBI and/or Pak-It irreparable harm.

113. All such the forgoing conduct by Aqua ChemPacs, NAS, and Mr. Seneca was and continues to be in bad faith, willful, deliberate, and in knowing violation of the law.

114. The activities of Aqua ChemPacs, NAS, and Mr. Seneca complained of herein have caused and unless restrained and enjoined by the Court will continue to cause, irreparable harm, damage and injury.

115. On information and belief, Mr. Seneca and the Employees, including Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez, breach of their Employment Agreements, including their duties of confidentiality and covenants not to compete, and their implied duties of confidentiality at law, caused Dickler Chemical and Pak-It to lose sales to Aqua ChemPacs, and subsequently caused and are causing B3P to lose sales to Aqua ChemPacs.

COUNT I – AQUA CHEMPACS', SIMONIZ'S, MR. SENECA'S, AND NAS'S
INFRINGEMENT OF THE '319 PATENT

116. B3P repeats the allegations in paragraphs 1-115 of this Complaint as if fully set forth herein.

117. Aqua ChemPacs has made, or have made, used, sold, and offered for sale, and continues to make, have made, use, sell and offer to sell, within the United States, Aqua ChemPacs water-soluble cleaning packets.

118. Simoniz has, *inter alia*, sold, sells, and offered for sale within the United States Aqua ChemPacs water-soluble cleaning packets.

119. Mr. Seneca has registered and operated the www.cleanpackit.com website on which he *inter alia*, has sold, sells, and offered for sale within the United States Aqua ChemPacs water-soluble cleaning packets.

120. Aqua ChemPacs has directly infringed and is directly infringing claims 1, 6 and 7 of the '319 Patent under 35 U.S.C. § 271(a) by, *inter alia*, making, using, selling, and offering for sale water-soluble cleaning packets, water-soluble cleaning packets under brand names, such as, but not limited to Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which is encompassed by at least claims 1, 6, and 7 of the '319 Patent.

121. Simoniz has directly infringed and is directly infringing at least claims 1, 6 and 7 of the '319 Patent under 35 U.S.C. § 271(a) by, *inter alia*, selling and offering for sale water-soluble cleaning packs, water-soluble cleaning packs under brand names, such as, but not limited to Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which is encompassed by at least claims 1, 6 and 7 of the '319 Patent.

122. Mr. Seneca has directly infringed and is directly infringing at least claims 1, 6, and 7 of the '319 Patent under 35 U.S.C. § 271(a) by, *inter alia*, selling and offering for sale water-soluble cleaning packets on his www.cleanpackit.com web site, under brand names, such as, but not limited to Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which is encompassed by at least claims 1, 6, and 7 of the '319 Patent.

123. Aqua ChemPacs has indirectly infringed and is indirectly infringing claims at least 1, 6, 7, 15 and 20-22 of the '319 Patent under 35 U.S.C. § 271(b) by, *inter alia*, having knowledge of the '319 patent, knowing that by using the water-soluble cleaning packs Aqua ChemPacs' customers, including Simoniz, would infringe claims at least 1, 6, 7, 15, and 20-22, and inducing its customers within the United States to use its water-soluble cleaning packs in a manner that directly infringes at least claims 1, 6, 7, 15, and 20-22 of the '319 patent, including without limitation, Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which or their use is encompassed by at least claims 1, 6, 7, 15, and 20-22 of the '319 Patent.

124. Simoniz has indirectly infringed and is indirectly infringing at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent under 35 U.S.C. § 271(b) by, *inter alia*, having knowledge of the '319 patent, knowing that by using the water-soluble cleaning packs Simoniz's customers would infringe at least claims 1, 6, 7, 15, and 20-22, and inducing its customers within the United States to use its water-soluble cleaning packs in a manner that directly infringes at least claims 1, 6, 7, 15 and 20-22 of the '319 patent, including without limitation, Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which or their use is encompassed by at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent.

125. Mr. Seneca has indirectly infringed and is indirectly infringing at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent under 35 U.S.C. § 271(b) by, *inter alia*, inducing and having knowledge of the '319 patent and knowing that Aqua ChemPacs' water-soluble cleaning packets or their use is covered by at least claims 1, 6, 7, 15 and 20-22 of the '319 patent by inducing Aqua ChemPacs and/or Simoniz to directly infringe at least claims 1, 6, 7, 15 and/or 20-22 by making, having made, selling, using, and offer for sale infringing water-soluble cleaning packs, and web site customers to directly infringe by using Aqua ChemPacs water soluble packets, including without limitation, Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-

Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener,, each of which or their use is encompassed by at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent. Mr. Seneca's inducement includes his involvement in the formation and operation of Aqua ChemPacs, a competing company to Dickler Chemical and B3P, having Aqua ChemPacs adopt substantially the same business as Dickler Chemical and B3P, and having Aqua ChemPacs and Simoniz make, have made, use, offer for sale, and/or sell infringing products despite his knowledge of the '319 Patent, operating his www.cleanpackit.com web site on which Mr. Seneca offers for sale and sells Aqua ChemPacs infringing products, and operating the www.pakit.com website on behalf of NAS and Aqua ChemPacs to cause others to by infringing products from Aqua ChemPacs and/or Mr. Seneca.

126. NAS has indirectly infringed and is indirectly infringing at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent under 35 U.S.C. § 271(b) by, *inter alia*, inducing and having knowledge of the '319 patent and knowing that Aqua ChemPacs' water-soluble cleaning packets or their use is covered by at least claims 1, 6, 7, 15 and 20-22 of the '319 patent by inducing Aqua ChemPacs to directly infringe at least claims 1, 6, 7, 15 and/or 20-22 by directing customers from its www.pakit.com web site to www.cleanpackit.com so that Aqua ChemPacs sells and offers for sale infringing water-soluble cleaning packets, including without limitation, Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom

Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which or their use is encompassed by claims 1, 6, 7, 15 and 20-22 of the '319 Patent.

127. On information and belief, Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca have had actual knowledge of the '319 Patent and induced infringement for many of the same reasons that they acted willfully as described below because they intended that others infringe the '319 Patent and at least acted willfully blind by disregarding the '319 Patent.

128. On information and belief, Aqua ChemPacs has infringed and is infringing at least claims 1, 6, and 7 of the '319 Patent under 35 U.S.C. § 271(f) by exporting from the United States, including without limitation, Aqua ChemPacs Heavy Duty Multipurpose Cleaner; Carpet & Fabric Stain Remover; Auto-Scrub Floor Cleaner; Neutral Floor Cleaner; Heavy-Duty Floor Cleaner; Floor Conditioner & Neutralizer; Sanitary Restroom Cleaner & Deodorizer; Citrus All-Purpose Cleaner; Carpet Extraction Cleaner; Traffic Lane Cleaner; Carpet Stain Remover; Glass And Hard Surface Cleaner; Non-Acid Bathroom Cleaner; Non-Acid Bathroom and Bowl Cleaner; Laundry Detergent (non Laundry Product Field); and Odor Eliminator And Freshener, each of which is encompassed by at least claims 1, 6, and 7 of the '319 Patent. Based on Aqua ChemPacs' knowledge of B3P's '319 patent and its disregard of the '319 Patent, Aqua ChemPacs has induced others to infringe, as it was at the very least willfully blind to the '319 Patent.

129. On information and belief, Aqua ChemPacs has known of the '319 Patent since at least 2010 including at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent. For example, Mr. Seneca, one of the founders of Aqua ChemPacs, was a former Dickler Chemical and/or Pak-It LLC employee and was aware of and had knowledge of the '319 patent.

130. On information and belief, Simoniz has known of the '319 Patent since at least 2011 because at an owner of Simoniz also is an owner of Aqua ChemPacs and is involved in both businesses.

131. On information and belief, NAS has known of the '319 Patent for years because Mr. Seneca is the owner, founder, director, and an employee of NAS.

132. On information and belief, Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca have been and are intentionally and willfully infringing at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent, and this case is exceptional under 35 U.S.C. § 285. On information and belief, Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca have acted despite an objectively high likelihood that their actions constituted infringement of the '319 Patent. Steve Seneca, co-founder of Aqua ChemPacs, was formerly president of Pak-It LLC and employed by Dickler and knew of the '319 patent prior to the formation of Aqua ChemPacs. Aqua ChemPacs has been aware of the '319 Patent since at least the formation of Aqua ChemPacs in 2010, and Simoniz became aware of the '319 Patent when one of its owners became an owner of Aqua ChemPacs and involved in Aqua ChemPacs' business. NAS has been aware of the '319 Patent as long as Mr. Seneca has been aware of it. Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca willfully disregarded the '319 Patent and produced their own infringing water-soluble products using the technology claimed in the '319 Patent. In fact, Aqua ChemPacs copied Dickler's, now B3P's, product line and business, and Simoniz markets and sells that product line. Mr. Seneca operates www.cleanpackit.com and www.pakit.com web sites to offer for sale or sell or cause Aqua ChemPacs to sell infringing products. The objective risk of infringement under these facts is extremely high.

133. On information and belief, Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca either knew that they were infringing the '319 Patent or the risk of infringing the '319 Patent was so high that Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca should have known the '319 Patent was being infringed. Aqua ChemPacs is co-founded by the former president of Pak-It LLC, whose wholly-owned subsidiary Dickler Chemical formerly made use of the '319 Patent. Mr. Seneca, before co-founding Aqua ChemPacs, marketed and sold water-soluble cleaning packs made under the '319 Patent for Dickler Chemical. Mr. Seneca and Aqua ChemPacs copied B3P's product line with full knowledge of the '319 Patent. Simoniz was aware of these facts because one of its owners is also an owner of Aqua ChemPacs and involved in both businesses. Aqua ChemPacs, NAS, Simoniz, and Mr. Seneca were aware of the '319 patent and at least claims 1, 6, 7, 15 and 20-22 of the '319 Patent during the time Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca committed the infringing acts. Mr. Seneca operates the www.cleanpackit.com and www.pakit.com web sites to offer for sale or sell or cause Aqua ChemPacs to sell infringing products. The objective risk of infringement under these facts is extremely high. Aqua ChemPacs, Mr. Seneca, NAS, and Simoniz either knew that they were infringing the '319 Patent or the risk of infringing the '319 Patent was so high that they should have known they were infringing the '319 Patent.

134. Aqua ChemPacs', Simoniz's, NAS's, and Mr. Seneca's infringing acts have been the actual and proximate cause of damage to B3P. B3P has sustained substantial damages and will continue to sustain monetary damages as a result of Aqua ChemPacs', Simoniz's, NAS's and Mr. Seneca's infringement of the '319 Patent. Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca are using the '319 Patent's technology without authorization causing B3P to suffer lost profits damages. Alternatively and/or additionally, Aqua ChemPacs', Simoniz's, NAS's and Mr.

Seneca's unauthorized use of the '319 patent has caused at least damages to B3P measured according to a reasonable royalty.

135. B3P has no adequate remedy at law and Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca should be enjoined from infringing the '319 Patent. Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca have caused B3P irreparable harm. Unless enjoined, Aqua ChemPacs, Simoniz, NAS, and Mr. Seneca will continue to cause B3P irreparable harm, loss, and injury.

136. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

137. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

COUNT II – AQUA CHEMPACS', MR. SENECA'S, AND NAS'S INFRINGEMENT
OF THE PAK-IT[®] TRADEMARK (15 U.S.C. § 1114)

138. The allegations of paragraphs 1 through 137 are incorporated by reference as though fully set forth herein.

139. This cause of action arises under the Lanham Act including, *inter alia*, 15 U.S.C. § 1114.

140. B3P's federally registered PAK-IT[®] trademark as shown in Exhibit B is valid, subsisting, enforceable, incontestable, and not canceled, revoked, or abandoned and evidences B3P's exclusive rights to use the PAK-IT[®] trademark in connection with, *inter alia*, water-soluble cleaning packets and all purpose cleaning products for, *inter alia*, floor maintenance, carpet care, road surfaces, food service, disinfecting and deodorizing, rest room care, and dishwashing.

141. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the PAK-IT[®] mark in connection with water-soluble cleaning packets, including at least Aqua ChemPacs' Glass and Hard Surface Cleaner; Citrus All Purpose Cleaner; Non-Acid Bathroom & Bowl Cleaner and Neutral Floor

Cleaner, as well as in connection with Aqua ChemPacs' promotion, offering and sale of the same, is an infringement of Dickler Chemical's and now B3P's PAK-IT® mark, all in violation of § 32 of the Lanham Act, 15 U.S.C. § 1114.

142. Aqua ChemPacs' use of Dickler Chemical and now B3P's PAK-IT® mark, and/or a reproduction, copy, colorable imitation, or a confusingly similar mark to offer for sale and to sell Aqua ChemPacs' water soluble cleaning packets has caused and is likely to cause confusion, mistake, and/or deception as to whether Aqua ChemPacs' products have been approved by, affiliated by, sponsored by, and/or authorized by Dickler Chemical and B3P.

143. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.pakit.com domain address is a reproduction, copy, colorable imitation, or confusingly similar mark to Dickler Chemical's and now B3P's PAK-IT® mark, and Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.pakit.com domain address has likely caused confusion, mistake, and/or deceived customers into believing that Aqua ChemPacs' products have been approved by, affiliated by, sponsored by, and/or authorized by Dickler Chemical and B3P.

144. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.cleanpackit.com domain address is a colorable imitation or confusingly similar mark to Dickler Chemical's and now B3P's PAK-IT® mark, and Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.cleanpackit.com domain address has likely caused confusion, mistake, and/or deceived customers into believing that Aqua ChemPacs' products have been approved by, affiliated by, sponsored by, and/or authorized by Dickler Chemical and B3P.

145. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the B3P's PAK-IT® mark as described above has caused Dickler Chemical and B3P damages and B3P is entitled to recover damages, costs, and attorney fees, as provided in 15 U.S.C. § 1117.

146. B3P has no control over the quality of goods which are provided, promoted, advertised and sold by Aqua ChemPacs, Mr. Seneca, and NAS with the result that B3P's valuable goodwill with respect to its PAK-IT[®] trademark may be irreparably injured by the acts of Aqua ChemPacs complained of herein.

147. Aqua ChemPacs, Mr. Seneca, and NAS have been and are aware of and had knowledgeable of, or should have been aware of, the incontestable federally registered PAK-IT[®] trademark. Despite this, Aqua ChemPacs, Mr. Seneca, and NAS have willfully infringed the PAK-IT[®] trademark.

148. As a result of the trademark infringement, B3P has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law, and the infringing uses of B3P's PAK-IT[®] trademark should be enjoined preliminarily and permanently.

149. On information and belief, Mr. Seneca is personally liable for the acts of NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, and Mr. Seneca has improperly used NAS in an attempt to shield himself from liability.

150. On information and belief, Aqua ChemPacs is liable for the acts of Mr. Seneca and NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, Mr. Seneca has improperly used NAS in an attempt to shield himself from liability, and Mr. Seneca and NAS have acted as the representative, agent, and/or at the direction and behalf of Aqua ChemPacs.

151. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

152. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT III – AQUA CHEMPACS’, MR. SENECA’S, AND NAS’S UNFAIR
COMPETITION AND FALSE DESIGNATION OF ORIGIN 15 U.S.C. § 1125(a)**

153. B3P repeats the allegations in paragraphs 1-152 of this Complaint as if fully set forth herein.

154. This cause of action arises under the Lanham Act including, *inter alia*, 15 U.S.C. § 1125(a).

155. Dickler Chemical’s, B3P’s, and Aqua ChemPacs’ water-soluble cleaning packets are similar in that they both involve water-soluble cleaning solutions for the same or similar applications.

156. Aqua ChemPacs’ use of Dickler Chemical’s and now B3P’s PAK-IT® mark, and/or a reproduction, copy, colorable imitation, or a confusingly similar mark to offer for sale and to sell Aqua ChemPacs’ water soluble cleaning packets is a false designate of the origin of Aqua ChemPacs’ water-soluble packets and a false description and misleading representation of the origin of Aqua ChemPacs’ water soluble packets that has caused and is likely to cause confusion, or mistake, or to deceive as to the affiliation, connection, or association, of Aqua ChemPacs’ products with Dickler Chemical and now B3P, or as to the origin, sponsorship, or approval of Aqua ChemPacs’ water-soluble by Dickler Chemical and now B3P, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

157. Aqua ChemPacs’, Mr. Seneca’s, and NAS’s use of the www.pakit.com domain address is a reproduction, copy, colorable imitation, or confusingly similar mark to Dickler Chemical’s and now B3P’s PAK-IT® mark, and Aqua ChemPacs’, Mr. Seneca’s, and NAS’s use of the www.pakit.com domain address is a false and misleading designate of the origin of Aqua ChemPacs’ water-soluble products that has caused and is likely to cause confusion, or mistake, or to deceive as to the affiliation, connection, or association, of Aqua ChemPacs’ products with

Dickler Chemical and B3P, or as to the origin, sponsorship, or approval of Aqua ChemPacs' water-soluble by Dickler Chemical and B3P, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

158. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.cleanpackit.com domain address is a colorable imitation or confusingly similar mark to Dickler Chemical's and now B3P's PAK-IT® mark, and Aqua ChemPacs', Mr. Seneca's, and NAS's use of the www.cleanpackit.com domain address is a false and misleading designation of the origin of Aqua ChemPacs water-soluble packets that has caused and is likely to cause confusion, or mistake, or to deceive as to the affiliation, connection, or association, of Aqua ChemPacs' products with Dickler Chemical and now B3P, or as to the origin, sponsorship, or approval of Aqua ChemPacs' water-soluble by Dickler Chemical and B3P, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

159. The use by Aqua ChemPacs of a colorable imitation of B3P's PAK- IT® trademark in connection with its water-soluble pack to advertise and promote Aqua ChemPacs' water-soluble packs, constitutes unfair competition, a false description and representation and a false designation of the origin of Aqua ChemPacs' water-soluble packs, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125(a).

160. Aqua ChemPacs' use of an identical or colorable imitation of B3P's PAK- IT® trademark in connection with Aqua ChemPacs' water-soluble packets is a false designate of the origin of Aqua ChemPacs water-soluble products and a false description and misleading representation of the origin of Aqua ChemPacs' water soluble packets in commercial advertising or promotion of Aqua ChemPacs' water soluble packets, misrepresents the nature, characteristics, qualities, and

origin of Aqua ChemPacs' water soluble packets, services, and commercial activities as being associated with B3P.

161. By virtue of at least Mr. Seneca's prior employment at PAK-IT and association with Dickler Chemical and JBI, Aqua ChemPacs, Mr. Seneca, and NAS knew that the PAK-IT® trademark did not belong to Aqua ChemPacs. Aqua ChemPacs, Mr. Seneca, and NAS willfully intended to trade on the recognition of B3P's PAK-IT® trademark and/or harm the reputation of B3P's PAK-IT® trademark. Mr. Seneca established Aqua ChemPacs and NAS with an identical competing business and knowingly used B3P's PAK-IT® to divert customers from Dickler Chemical and B3P to Aqua ChemPacs.

162. Aqua ChemPacs', Mr. Seneca's, and NAS's use of the B3P's PAK-IT® mark as described above has caused Dickler Chemical and B3P damages and B3P is entitled to recover damages, costs, and attorney fees, as provided in 15 U.S.C. § 1117, as B3P and Dickler Chemical have lost sales because of these uses, as well as harm to reputation and goodwill.

163. B3P has no control over the quality of Aqua ChemPacs' sold, rendered, promoted, and advertised products and services, such that B3P's goodwill with respect to B3P's PAK-IT® trademark is irreparably injured by Aqua ChemPacs' acts complained of herein.

164. Upon information and belief, Aqua ChemPacs will continue its infringing acts unless restrained by this Court. As a result of this unfair competition and false designation of origin, B3P has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

165. On information and belief, Mr. Seneca is personally liable for the acts of NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, and Mr. Seneca has improperly used NAS in attempt to shield himself from liability.

166. On information and belief, Aqua ChemPacs is liable for the acts of Mr. Seneca and NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, Mr. Seneca has improperly used NAS in attempt to shield himself from liability, and Mr. Seneca and NAS have acted as the representative, agent, and/or on at the direction and behalf of Aqua ChemPacs.

167. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

168. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT IV – AQUA CHEMPACS’, MR. SENECA’S, AND NAS’S DILUTION OF
B3P’S MARKS (15 U.S.C. § 1125(c))**

169. B3P repeats the allegations in paragraphs 1-168 of this Complaint as if fully set forth herein.

170. This cause of action arises under the Lanham Act including, *inter alia*, 15 U.S.C. § 1125(c).

171. B3P’s PAK- IT[®] trademark is a famous mark that is widely recognized by the consuming public as the designation of Dickler Chemical and now B3P as the source of water-soluble cleaning packets.

172. Aqua ChemPacs, Mr. Seneca, and NAS first used the identical or colorable imitation of B3P’s PAK-IT[®] trademark in commerce after the date of enactment of the Trademark Dilution Revision Act of 2006.

173. Aqua ChemPacs’, Mr. Seneca’s, and NAS’S use of the identical or colorable imitation of B3P’s PAK-IT[®] trademark in commerce in connection with Aqua ChemPacs’ water soluble cleaning packets after B3P’s PAK-IT[®] trademark became famous has caused and is likely to

continue to cause dilution by blurring that arises from the similarity between B3P's PAK-IT[®] trademark and Aqua ChemPacs', Mr. Seneca's, and NAS'S use of the identical or colorable imitation of B3P's PAK-IT[®] trademark and that impairs the distinctiveness of B3P's PAK-IT[®] trademark.

174. Aqua ChemPacs', Mr. Seneca's, and NAS'S use of the identical or colorable imitation of B3P's PAK-IT[®] trademark in commerce in connection with Aqua ChemPacs' water soluble cleaning packets after B3P's PAK-IT[®] trademark became famous has caused and is likely to continue to cause dilution by tarnishment that arises from the similarity between B3P's PAK-IT[®] trademark and Aqua ChemPacs', Mr. Seneca's, and NAS'S use of the identical or colorable imitation of B3P's PAK-IT[®] trademark and that harms the reputation and goodwill of B3P's PAK-IT[®] trademark because B3P has no control over the quality of Aqua ChemPacs' water-soluble cleaning packets.

175. By virtue of at least Mr. Seneca's prior employment at PAK-IT and association with Dickler Chemical and JBI, Aqua ChemPacs, NAS, and Mr. Seneca knew that the PAK-IT[®] trademark did not belong to them. Aqua ChemPacs, NAS, and Mr. Seneca willfully intended to trade on the recognition of B3P's PAK-IT[®] trademark and/or harm the reputation of B3P's PAK-IT[®] trademark. Seneca established Aqua ChemPacs with an identical competing business and knowingly used B3P's PAK-IT[®] to divert customers from Dickler Chemical and B3P and to Aqua ChemPacs.

176. Upon information and belief, Aqua ChemPacs, Mr. Seneca, and NAS will continue their infringing acts unless restrained by this Court. As a result of this unfair competition and false designation of origin, Dickler Chemical and B3P have suffered and B3P continues to suffer irreparable injury, for which it has no adequate remedy at law.

177. Based on Aqua ChemPacs' willful violation of B3P's trademark rights, B3P is entitled to recover Aqua ChemPacs' profits, B3P's lost profits for lost sales, damage to B3P's reputation and goodwill, the costs of this action, and attorney fees, as well as enhanced damages under 15 U.S.C. § 1117.

178. On information and belief, Mr. Seneca is personally liable for the acts of NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, and Mr. Seneca has improperly used NAS in attempt to shield himself from liability.

179. On information and belief, Aqua ChemPacs is liable for the acts of Mr. Seneca and NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, Mr. Seneca has improperly used NAS in attempt to shield himself from liability, and Mr. Seneca and NAS have acted as the representative, agent, and/or on at the direction and behalf of Aqua ChemPacs.

180. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

181. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT V – AQUA CHEMPACS', MR. SENECA'S, AND NAS'S
CYBERSQUATTING (15 U.S.C. §1125(d))**

182. B3P repeats the allegations in paragraphs 1-181 of this Complaint as if fully set forth herein.

183. This cause of action arises under the Lanham Act including, *inter alia*, 15 U.S.C. §1125(d).

184. NAS, on behalf of, Mr. Seneca registered the domain name www.pakit.com.

185. On information and belief, Aqua ChemPacs and Mr. Seneca directed and caused NAS, which acted on behalf of and as the agent of Aqua ChemPacs and/or Mr. Seneca to use the www.pakit.com web site to redirect customers to www.cleanpackit.com.

186. Aqua ChemPacs is an authorized licensee of the www.pakit.com domain name as evidenced by NAS, Mr. Seneca, and Aqua ChemPacs directing users of the www.pakit.com domain name to Aqua ChemPacs to purchase Aqua ChemPacs products.

187. Mr. Seneca, NAS, and Aqua ChemPacs registered, trafficked in, and used B3P's PAK-IT[®] trademark and had a bad faith intent to profit from B3P's PAK-IT[®] trademark, as evidenced by, *inter alia*, their use of the confusingly similar mark "pakit" in the domain name to direct customers to Aqua ChemPacs and thereby profit from the use of B3P's trademark and the fact that Mr. Seneca, NAS, and Aqua ChemPacs knew that they did not own the PAK-IT[®] trademark, and were using the domain name to improperly direct Dickler Chemical and now B3P customers to Aqua ChemPacs.

188. B3P's PAK-IT[®] trademark was distinctive at the time of the registration of the www.pakit.com domain name, and the domain name, is confusingly similar to B3P's PAK-IT[®] trademark and/or B3P's PAK-IT[®] trademark was famous at the time of registration of the www.pakit.com domain name, and the domain name is confusingly similar to or dilutive of B3P's PAK-IT[®] trademark, for the same reasons as those described above.

189. B3P requests that ownership of the www.pakit.com domain name be transferred to B3P or in the alternative the www.pakit.com domain name be forfeited or canceled.

190. Mr. Seneca and Aqua ChemPacs registered, trafficked in, and used B3P's PAK-IT[®] trademark and had a bad faith intent to profit from B3P's PAK-IT[®] trademark, as evidenced by, *inter alia*, the their use of the confusingly similar mark "pakit" in the domain name

www.cleanpackit.com to offer for sale and sell Aqua ChemPacs products and thereby profit from the use of Dickler Chemical's and now B3P's trademark and the fact that Mr. Seneca and Aqua ChemPacs knew that they did not own the PAK-IT[®] trademark, and were using the domain name to improperly direct Dickler Chemical and now B3P customers to Aqua ChemPacs.

191. B3P's PAK-IT[®] trademark was distinctive at the time of the registration of the www.cleanpackit.com domain name, and the domain name, is confusingly similar to B3P's PAK-IT[®] trademark and/or B3P's PAK-IT[®] trademark was famous at the time of registration of the www.cleanpackit.com domain name, and the domain name is confusingly similar to or dilutive of B3P's PAK-IT[®] trademark, for the same reasons as those described above.

192. By virtue of at least Mr. Seneca's prior employment at Pak-It LLC and association with Dickler Chemical and JBI, Aqua ChemPacs knew that the PAK-IT[®] trademark did not belong to Mr. Seneca, NAS, and Aqua ChemPacs. Mr. Seneca, NAS, and Aqua ChemPacs willfully intended to trade on the recognition of B3P's PAK-IT[®] trademark and/or harm the reputation of B3P's PAK-IT[®] trademark. Mr. Seneca established Aqua ChemPacs with an identical competing business and Mr. Seneca, Aqua ChemPacs, and B3P knowingly used B3P's PAK-IT[®] mark to divert customers from Dickler Chemical and B3P and to Aqua ChemPacs.

193. Upon information and belief, Aqua ChemPacs, Mr. Seneca, and NAS will continue their infringing acts unless restrained by this Court. As a result of this unfair competition and false designation of origin, Dickler Chemical and B3P have suffered and B3P continues to suffer irreparable injury, for which it has no adequate remedy at law, their use of B3P's mark should be enjoined, and ownership of the www.pak-it.com and www.cleanpackit.com domain names should be transferred to B3P ad/or forfeited.

194. Based on Aqua ChemPacs' willful violation of B3P's trademark rights, B3P is entitled to recover Aqua ChemPacs' profits, B3P's lost profits for lost sales, damage to B3P's reputation and goodwill, the costs of this action, and attorney fees, as well as enhanced damages under 15 U.S.C. § 1117.

195. On information and belief, Mr. Seneca is personally liable for the acts of NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, and Mr. Seneca has improperly used NAS in attempt to shield himself from liability.

196. On information and belief, Aqua ChemPacs is liable for the acts of Mr. Seneca and NAS as corporate form has been disregarded, NAS has no real business, and is a sham company, Mr. Seneca has improperly used NAS in attempt to shield himself from liability, and Mr. Seneca and NAS have acted as the representative, agent, and/or on at the direction and behalf of Aqua ChemPacs.

197. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

198. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT VI – AQUA CHEMPACS', MR. SENECA'S, AND NAS'S STATE
TRADEMARK INFRINGEMENT**

199. B3P repeats the allegations in paragraphs 1-198 of this Complaint as if fully set forth herein.

200. This cause of action arises under the common and statutory laws of the Commonwealth of Pennsylvania.

201. B3P owns legal title to the "PAK-IT" trademark including Pennsylvania common and state law rights in the mark.

202. Aqua ChemPacs', NAS's, and Mr. Seneca's aforementioned conduct in using an identical copy, reproduction, substantially indistinguishable from, or confusingly or deceptively similar mark to the "PAK-IT" trademark in advertising and/or web site domain names constitutes common law trademark infringement.

203. Aqua ChemPacs', NAS's, and Mr. Seneca's aforementioned conduct has caused, and is likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Aqua ChemPacs' products originate from, or are affiliated with, sponsored by, or endorsed by Dickler Chemical and B3P.

204. Aqua ChemPacs, NAS, and Mr. Seneca have acted with knowledge of Dickler Chemical's and B3P's ownership of the "PAK-IT" mark and with the deliberate intention or willful blindness to unfairly benefit from the goodwill symbolized by the mark.

205. Aqua ChemPacs', NAS's, and Mr. Seneca's aforementioned conduct constitutes trademark infringement in violation of the common law of the Commonwealth of Pennsylvania.

206. As result of the infringement, B3P has suffered and continues to suffer serious and substantial injury, including monetary injury, lost sales, loss of good will, irreparable injury, for which it has no adequate remedy at law, and Aqua ChemPacs, NAS, and Mr. Seneca should be enjoined from the infringing uses.

207. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

208. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT VII – AQUA CHEMPACS’, MR. SENECA’S, AND NAS’S COMMON
LAW UNFAIR COMPETITION**

209. B3P repeats the allegations in paragraphs 1-208 of this Complaint as if fully set forth herein.

210. This cause of action arises under the common and statutory laws of the Commonwealth of Pennsylvania.

211. B3P owns legal title to the PAK-IT[®] trademark including Pennsylvania common and state law rights in the mark.

212. Aqua ChemPacs’, NAS’s, and Mr. Seneca’s aforementioned conduct of using an identical copy, reproduction, substantially indistinguishable from, or confusingly or deceptively similar mark to the PAK-IT[®] trademark in advertizing and/or web site domain names constitutes unlawful competition and unfair trade practices in that Aqua ChemPacs, NAS, and Mr. Seneca are attempting to and are misrepresenting, passing off, and/or misleading the consuming public and trade as to the nature of Aqua ChemPacs’ goods and services as being those of Dickler Chemical and/or B3P, and otherwise attempts to misappropriate and capitalize upon the good will in the PAK-IT[®] mark.

213. Aqua ChemPacs’ aforementioned conduct constitutes unfair competition.

214. Aqua ChemPacs’, NAS’s, and Mr. Seneca’s aforementioned conduct has caused, and is likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Aqua ChemPacs’ products originate from, or are affiliated with, sponsored by, or endorsed by Dickler Chemical and B3P and passing off of Aqua ChemPacs’ products as Dickler Chemical’s and now B3P’s products.

215. Aqua ChemPacs, NAS, and Mr. Seneca have acted with knowledge of Dickler Chemical's and B3P's ownership of the PAK-IT[®] mark and with the deliberate intention or willful blindness to unfairly benefit from the goodwill symbolized by the mark.

216. As result of the infringement, B3P has suffered and continues to suffer serious and substantial injury, including monetary injury, lost sales, loss of good will, irreparable injury, for which it has no adequate remedy at law, and Aqua ChemPacs, NAS, and Mr. Seneca should be enjoined from the infringing uses.

217. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

218. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT VIII – AQUA CHEMPACS', MR. SENECA'S, AND NAS'S
UNJUST ENRICHMENT**

219. B3P repeats the allegations in paragraphs 1-218 of this Complaint as if fully set forth herein.

220. This cause of action arises under the common and statutory laws of the Commonwealth of Pennsylvania.

221. Aqua ChemPacs', NAS's, and Mr. Seneca's aforementioned conduct of misappropriating B3P's PAK-IT[®] mark constitutes trademark infringement, unlawful competition, and unfair trade practices in that Aqua ChemPacs, NAS, and Mr. Seneca are attempting to and are misrepresenting, passing off, and/or misleading the consuming public and trade as to the nature of Aqua ChemPacs' goods and services as being those of Dickler Chemical and/or B3P, and otherwise attempts to misappropriate and capitalize upon the good will in the PAK-IT[®] mark.

222. Aqua ChemPacs' aforementioned use of B3P's PAK-IT[®] trademark and technology has unjustly taken business from B3P by permitting Aqua ChemPacs to confuse and mislead customers to believe Aqua ChemPacs was associated with and continued to be associated with the incontestable trademark PAK-IT[®]. Aqua ChemPacs' activities enriched Aqua ChemPacs at the expense of B3P.

223. The acts complained of herein constitute unjust enrichment.

224. As a direct and proximate cause of Aqua ChemPacs', NAS's, and Mr. Seneca's aforementioned conduct, Dicker Chemical and B3P have suffered and B3P continues to suffer irreparable injury and as a result of their conduct loss of profits, and goodwill, and will continue unless enjoined.

225. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

226. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

**COUNT IX – AQUA CHEMPACS', MR. SENECA'S, NAS'S STATUTORY AND
COMMON LAW DILUTION: INJURY TO BUSINESS REPUTATION**

227. B3P repeats the allegations in paragraphs 1-226 of this Complaint as if fully set forth herein.

228. This cause of action arises under the common law and the Pennsylvania state anti-dilution statute, 54 Pa. C.S.A. § 1124.

229. B3P's PAK-IT[®] trademark has become and is famous in the minds of the relevant trade and public in the City of Philadelphia and throughout the Commonwealth of Pennsylvania.

230. B3P's PAK-IT[®] trademark has acquired distinctiveness and fame, through its long history of use and promotional efforts within the cleaning product field.

231. Aqua ChemPacs', Mr. Seneca's, and NAS's imitation of the PAK-IT[®] trademark began after the mark had become famous in the cleaning product field.

232. Aqua ChemPacs, Mr. Seneca, and NAS by their wrongful imitation and use of the B3P's PAK-IT[®] trademark has wrongfully implied an affiliation between Dickler Chemical and B3P on the one hand and Aqua ChemPacs on the other.

233. Aqua ChemPacs', Mr. Seneca's, and NAS's wrongful use of B3P's PAK-IT[®] trademark was willfully and intentionally designed to trade upon B3P's acquired and continuing goodwill and business reputation and to injure and dilute the distinctive quality of Plaintiff's mark in violation of 54 Pa. C.S.A. § 1124 and B3P should be awarded monetary damages under 54 Pa. C.S.A. § 1124.

234. By the acts complained of herein, Aqua ChemPacs, Mr. Seneca, and NAS has lessened the capacity of B3P's PAK-IT[®] trademark to identify and distinguish B3P's water-soluble cleaning packs.

235. By means and as a result of said dilution, B3P has suffered and continues to suffer serious and substantial injury, including irreparable injury for which Plaintiff has no adequate remedy at law, and Aqua ChemPacs, Mr. Seneca, and NAS should be enjoined from use of B3P's mark.

236. Alternatively, on information and belief, Aqua ChemPacs, NAS, and Mr. Seneca are jointly severally liable for the infringing acts of NAS.

237. Alternatively, on information and belief, Aqua ChemPacs and Mr. Seneca are jointly severally liable for the infringing acts of Mr. Seneca.

COUNT X – MR. SENECA’S BREACH OF CONTRACT

238. B3P repeats the allegations in paragraphs 1-237 of this Complaint as if fully set forth herein.

239. JBI assigned Dickler Chemical’s and Pak-It’s causes of action for breach of contract by Dickler Chemical’s and/or Pak-It’s employees to B3P pursuant to the Asset Purchase Agreement.

240. On information and belief, Mr. Seneca executed the above described Employment Agreement, which required Mr. Seneca to, among other things, “hold and safeguard the Confidential Information in trust,” and without prior written consent, not “misappropriate, use in any manner, disclose or make available to anyone for use” outside of JBI, Dickler Chemical or Pak-It.

241. On information and belief, Mr. Seneca executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI’s, Dickler Chemical’s and Pak-It’s confidential information.

242. In executing the Employment Contract, Mr. Seneca acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

243. As a result of signing this contract, Mr. Seneca was granted access to JBI’s, Dickler Chemical’s and Pak-It’s Confidential Information, including JBI’s, Dickler Chemical’s and Pak-It’s business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs.

244. On information and believe, Mr. Seneca, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs when forming and building Aqua ChemPacs as a company.

245. On information and belief, Mr. Seneca, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of his covenant not to compete, and in violation of his duty of confidentiality.

246. On information and belief, Mr. Seneca, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

247. As a direct and proximate result of Mr. Seneca's breach of contract, B3P has suffered irreparable harm.

248. As a direct and proximate result of Mr. Seneca's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

COUNT XI – MS. HAWK'S BREACH OF CONTRACT

249. B3P repeats the allegations in paragraphs 1-248 of this Complaint as if fully set forth herein.

250. JBI assigned Dickler Chemical's and Pak-It's causes of action for breach of contract by Dickler Chemical's and/or Pak-It's employees to B3P pursuant to the Asset Purchase Agreement.

251. On information and belief Ms. Hawk executed the above described Employment Agreement, which required Ms. Hawk to, among other things, "hold and safeguard the Confidential Information in trust," and without prior written consent, not "misappropriate, use in any manner, disclose or make available to anyone for use" outside of JBI, Dickler Chemical or Pak-It.

252. On information and belief, Ms. Hawk executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI's, Dickler Chemical's and Pak-It's confidential information.

253. In executing the Employment Contract, Ms. Hawk acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

254. As a result of signing this contract, Ms. Hawk was granted access to JBI's, Dickler Chemical's and Pak-It's Confidential Information, including JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques,

methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements.

255. On information and believe, Ms. Hawk, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when employed by and helping Mr. Seneca build Aqua ChemPacs as a company.

256. On information and belief, Ms. Hawk, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of her covenant not to compete, and in violation of her duty of confidentiality.

257. On information and belief, Ms. Hawk, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to help build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

258. As a direct and proximate result of Ms. Hawk's breach of contract, B3P has suffered irreparable harm.

259. As a direct and proximate result of Ms. Hawk's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

COUNT XII – MS. MCGINN'S BREACH OF CONTRACT

260. B3P repeats the allegations in paragraphs 1-259 of this Complaint as if fully set forth herein.

261. JBI assigned Dickler Chemical's and Pak-It's causes of action for breach of contract by Dickler Chemical's and/or Pak-It's employees to B3P pursuant to the Asset Purchase Agreement.

262. On information and belief Ms. McGinn executed the above described Employment Agreement, which required Ms. McGinn to, among other things, "hold and safeguard the Confidential Information in trust," and without prior written consent, not "misappropriate, use in any manner, disclose or make available to anyone for use" outside of JBI, Dickler Chemical or Pak-It.

263. On information and belief, Ms. McGinn executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI's, Dickler Chemical's and Pak-It's confidential information.

264. In executing the Employment Contract, Ms. McGinn acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

265. As a result of signing this contract, Ms. McGinn was granted access to JBI's, Dickler Chemical's and Pak-It's Confidential Information, including JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques,

methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements.

266. On information and believe, Ms. McGinn, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when employed by and helping Mr. Seneca build Aqua ChemPacs as a company.

267. On information and belief, Ms. McGinn, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of her covenant not to compete, and in violation of her duty of confidentiality.

268. On information and belief, Ms. McGinn, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to help build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

269. As a direct and proximate result of Ms. McGinn's breach of contract, B3P has suffered irreparable harm.

270. As a direct and proximate result of Ms. McGinn's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

COUNT XIII – MR. SOLITRO'S BREACH OF CONTRACT

271. B3P repeats the allegations in paragraphs 1-270 of this Complaint as if fully set forth herein.

272. JBI assigned Dickler Chemical's and Pak-It's causes of action for breach of contract by Dickler Chemical's and/or Pak-It's employees to B3P pursuant to the Asset Purchase Agreement.

273. On information and belief Mr. Solitro executed the above described Employment Agreement, which required Mr. Solitro to, among other things, "hold and safeguard the Confidential Information in trust," and without prior written consent, not "misappropriate, use in any manner, disclose or make available to anyone for use" outside of JBI, Dickler Chemical or Pak-It.

274. On information and belief, Mr. Solitro executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI's, Dickler Chemical's and Pak-It's confidential information.

275. In executing the Employment Contract, Mr. Solitro acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

276. As a result of signing this contract, Mr. Solitro was granted access to JBI's, Dickler Chemical's and Pak-It's Confidential Information, including JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques,

methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements.

277. On information and believe, Mr. Solitro, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when employed by and helping Mr. Seneca build Aqua ChemPacs as a company.

278. On information and belief, Mr. Solitro, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of her covenant not to compete, and in violation of her duty of confidentiality.

279. On information and belief, Mr. Solitro, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to help build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

280. As a direct and proximate result of Mr. Solitro's breach of contract, B3P has suffered irreparable harm.

281. As a direct and proximate result of Mr. Solitro's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

COUNT XIV – MS. SANCHEZ'S BREACH OF CONTRACT

282. B3P repeats the allegations in paragraphs 1-281 of this Complaint as if fully set forth herein.

283. JBI assigned Dickler Chemical's and Pak-It's causes of action for breach of contract by Dickler Chemical's and/or Pak-It's employees to B3P pursuant to the Asset Purchase Agreement.

284. On information and belief Ms. Sanchez executed the above described Employment Agreement, which required Ms. Sanchez to, among other things, "hold and safeguard the Confidential Information in trust," and without prior written consent, not "misappropriate, use in any manner, disclose or make available to anyone for use" outside of JBI, Dickler Chemical or Pak-It.

285. On information and belief, Ms. Sanchez executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI's, Dickler Chemical's and Pak-It's confidential information.

286. In executing the Employment Contract, Ms. Sanchez acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

287. As a result of signing this contract, Ms. Sanchez was granted access to JBI's, Dickler Chemical's and Pak-It's Confidential Information, including JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques,

methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements.

288. On information and believe, Ms. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when employed by and helping Mr. Seneca build Aqua ChemPacs as a company.

289. On information and belief, Ms. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of her covenant not to compete, and in violation of her duty of confidentiality.

290. On information and belief, Ms. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to help build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

291. As a direct and proximate result of Ms. Sanchez's breach of contract, B3P has suffered irreparable harm.

292. As a direct and proximate result of Ms. Sanchez's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

COUNT XV – MR. SANCHEZ'S BREACH OF CONTRACT

293. B3P repeats the allegations in paragraphs 1-292 of this Complaint as if fully set forth herein.

294. JBI assigned Dickler Chemical's and Pak-It's causes of action for breach of contract by Dickler Chemical's and/or Pak-It's employees to B3P pursuant to the Asset Purchase Agreement.

295. On information and belief Mr. Sanchez executed the above described Employment Agreement, which required Mr. Sanchez to, among other things, "hold and safeguard the Confidential Information in trust," and without prior written consent, not "misappropriate, use in any manner, disclose or make available to anyone for use" outside of JBI, Dickler Chemical or Pak-It.

296. On information and belief, Mr. Sanchez executed the above described Employment Agreement, which had a covenant not to compete and a duty not to disclose JBI's, Dickler Chemical's and Pak-It's confidential information.

297. In executing the Employment Contract, Mr. Sanchez acknowledged that misappropriation, use in any manner, or disclosure of the Confidential Information would cause JBI, Dickler Chemical, Pak-It and their successors irreparable harm.

298. As a result of signing this contract, Mr. Sanchez was granted access to JBI's, Dickler Chemical's and Pak-It's Confidential Information, including JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques,

methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements.

299. On information and believe, Mr. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, manuals, ideas, and improvements when employed by and helping Mr. Seneca build Aqua ChemPacs as a company.

300. On information and belief, Mr. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to improperly compete with Dickler Chemical, Pak-It, JBI and B3P in violation of her covenant not to compete, and in violation of her duty of confidentiality.

301. On information and belief, Mr. Sanchez, in violation of the Employment Agreement, used JBI's, Dickler Chemical's and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs to help build Aqua ChemPacs, to sell products formed with confidential information, to compete with Dickler Chemical, JBI, and Pak-It, and to take customers.

302. As a direct and proximate result of Mr. Sanchez's breach of contract, B3P has suffered irreparable harm.

303. As a direct and proximate result of Mr. Sanchez's breach of contract, B3P lost JBI's, Pak-It's and Dickler Chemical's customers, sales, goodwill and client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XVI – MR. SENECA'S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

304. B3P repeats the allegations in paragraphs 1-303 of this Complaint as if fully set forth herein.

305. As an employee of JBI, Dickler Chemical, and Pak-It, Mr. Seneca owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct himself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

306. Mr. Seneca breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P's corporate opportunities by misappropriating JBI's, Dickler Chemical's, and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for his own personal gain when forming and building Aqua ChemPacs.

307. Mr. Seneca breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI's, Dickler Chemical's, and Pak-It's confidential information.

308. Mr. Seneca breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI's, Dickler Chemical's, and Pak-It's confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for his own person gain.

309. Mr. Seneca breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing others employed by JBI, Dickler Chemical, and Pak-It to resign their employment with JBI, Dickler Chemical, and Pak-It and work for Aqua ChemPacs.

310. Mr. Seneca breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

311. Mr. Seneca's conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

312. As a direct and proximate result of Mr. Seneca's breach of his duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

313. Mr. Seneca's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XVII – MS. HAWK'S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

314. B3P repeats the allegations in paragraphs 1-313 of this Complaint as if fully set forth herein.

315. As an employee of JBI, Dickler Chemical, and Pak-It, Ms. Hawk owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct herself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

316. Ms. Hawk breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P's corporate opportunities by misappropriating JBI's, Dickler Chemical's, and Pak-It's business plans and strategies, marketing research, product research,

sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for her own personal gain when working for and helping Mr. Seneca build Aqua ChemPacs.

317. Ms. Hawk breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI's, Dickler Chemical's, and Pak-It's confidential information.

318. Ms. Hawk breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI's, Dickler Chemical's, and Pak-It's confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for her own person gain.

319. Ms. Hawk breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

320. Ms. Hawk's conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

321. As a direct and proximate result of Ms. Hawk's breach of her duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

322. Ms. Hawk's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XVIII – MS. MCGINN’S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

323. B3P repeats the allegations in paragraphs 1-322 of this Complaint as if fully set forth herein.

324. As an employee of JBI, Dickler Chemical, and Pak-It, Ms. McGinn owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct herself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

325. Ms. McGinn breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P’s corporate opportunities by misappropriating JBI’s, Dickler Chemical’s, and Pak-It’s business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for her own personal gain when working for and helping Mr. Seneca build Aqua ChemPacs.

326. Ms. McGinn breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI’s, Dickler Chemical’s, and Pak-It’s confidential information.

327. Ms. McGinn breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI’s, Dickler Chemical’s, and Pak-It’s confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for her own person gain.

328. Ms. McGinn breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

329. Ms. McGinn’s conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

330. As a direct and proximate result of Ms. McGinn's breach of her duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

331. Ms. McGinn's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XIX – MR. SOLITRO'S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

332. B3P repeats the allegations in paragraphs 1-331 of this Complaint as if fully set forth herein.

333. As an employee of JBI, Dickler Chemical, and Pak-It, Mr. Solitro owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct himself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

334. Mr. Solitro breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P's corporate opportunities by misappropriating JBI's, Dickler Chemical's, and Pak-It's business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for his own personal gain when working for and helping Mr. Seneca build Aqua ChemPacs.

335. Mr. Solitro breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI's, Dickler Chemical's, and Pak-It's confidential information.

336. Mr. Solitro breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI's, Dickler Chemical's, and Pak-It's confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for his own person gain.

337. Mr. Solitro breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

338. Mr. Solitro's conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

339. As a direct and proximate result of Mr. Solitro's breach of his duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

340. Mr. Solitro's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XX – MS. SANCHEZ'S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

341. B3P repeats the allegations in paragraphs 1-340 of this Complaint as if fully set forth herein.

342. As an employee of JBI, Dickler Chemical, and Pak-It, Ms. Sanchez owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct herself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

343. Ms. Sanchez breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P's corporate opportunities by misappropriating JBI's, Dickler Chemical's, and Pak-It's business plans and strategies, marketing research, product research,

sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for her own personal gain when working for and helping Mr. Seneca build Aqua ChemPacs.

344. Ms. Sanchez breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI's, Dickler Chemical's, and Pak-It's confidential information.

345. Ms. Sanchez breached her duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI's, Dickler Chemical's, and Pak-It's confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for her own person gain.

346. Ms. Sanchez breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

347. Ms. Sanchez's conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

348. As a direct and proximate result of Ms. Sanchez's breach of her duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

349. Ms. Sanchez's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

**COUNT XXI – MR. SANCHEZ’S BREACH OF DUTY OF LOYALTY TO JBI,
DICKLER CHEMICAL AND PAK-IT**

350. B3P repeats the allegations in paragraphs 1-349 of this Complaint as if fully set forth herein.

351. As an employee of JBI, Dickler Chemical, and Pak-It, Mr. Sanchez owed JBI, Dickler Chemical, and Pak-It fiduciary duties including loyalty, to deal in good faith or conduct himself in a manner reasonably believed to be in the best interest of JBI, Dickler Chemical, and Pak-It.

352. Mr. Sanchez breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating B3P’s corporate opportunities by misappropriating JBI’s, Dickler Chemical’s, and Pak-It’s business plans and strategies, marketing research, product research, sales techniques, methods, identity and requirements of customers and prospective customers, identity and requirements of sources of supply, product information, manuals, financial information, pricing and costs for his own personal gain when working for and helping Mr. Seneca build Aqua ChemPacs.

353. Mr. Sanchez breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, misappropriating JBI’s, Dickler Chemical’s, and Pak-It’s confidential information.

354. Mr. Sanchez breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, communicating JBI’s, Dickler Chemical’s, and Pak-It’s confidential information to other employees of Aqua ChemPacs and investors in Aqua ChemPacs for his own person gain.

355. Mr. Sanchez breached his duty of loyalty to JBI, Dickler Chemical, and Pak-It by, among other things, inducing clients of JBI, Dickler Chemical, and Pak-It to leave JBI, Dickler Chemical, and Pak-It for Aqua ChemPacs.

356. Mr. Sanchez’s conduct and breach of his duty of loyalty was undertaken with reckless disregard for the best interests of JBI, Dickler Chemical, and Pak-It.

357. As a direct and proximate result of Mr. Sanchez's breach of his duty of loyalty, JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, have suffered irreparable harm.

358. Mr. Sanchez's actions caused JBI, Dickler Chemical, Pak-It, and B3P as the purchaser of Dickler Chemical's and Pak-It's assets, to lose sales, customers, goodwill and damage client relationships, damaging B3P in an amount in excess of \$75,000.

JURY DEMAND

Plaintiff B3P demands a trial by jury.

PRAYER FOR RELIEF

Wherefore, B3P requests that the Court enter judgment:

A. permanently enjoining Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS those in active concert with them, from further infringement of the '319 Patent;

B. declaring that Aqua ChemPacs, Simoniz, and Mr. Seneca have directly infringed and are directly infringing at least claims 1, 6, and 7 of the '319 Patent;

C. declaring that Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS have indirectly infringed and are indirectly infringing claims 1, 6, 7, 15, and 20-22 of the '319 Patent;

D. awarding B3P and damages adequate to compensate B3P for Aqua ChemPacs', Simoniz's, Mr. Seneca's, and NAS's direct and indirect infringement, but in no event less than a reasonable royalty for their use of the patented invention, together with prejudgment and post-judgment interest and costs, as fixed by the Court and as provided by 35 U.S.C. § 284;

E. declaring that Aqua ChemPacs', Simoniz's, Mr. Seneca's, and NAS's infringement was willful;

F. finding that, as to Aqua ChemPacs', Simoniz's, Mr. Seneca's, and NAS's patent infringement this is an exceptional case under 35 U.S.C. §285;

G. awarding treble damages against Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS for their willful infringement of the '319 patent, as provided by 35 U.S.C. § 284;

H. awarding B3P their attorneys' fees incurred in prosecuting this patent infringement action against Aqua ChemPacs, Simoniz, and Mr. Seneca as provided by 35 U.S.C. § 285;

I. permanently enjoining Aqua ChemPacs, Mr. Seneca, and NAS and those in active concert with them from directly or indirectly infringing B3P's PAK-IT[®];

J. preliminarily and permanently enjoining Aqua ChemPacs, Mr. Seneca, and NAS and those in active concert with them from passing off, inducing or enabling others to sell or pass off any goods provided by Aqua ChemPacs as originating from B3P, which are not B3P's goods or are not rendered by or under the control or supervision of B3P and approved by B3P;

K. preliminarily and permanently enjoining Aqua ChemPacs, Mr. Seneca, and NAS and those in active concert with them from directly or indirectly engaging in any acts or activities calculated to trade upon and/or dilute and/or tarnish B3P's PAK-IT[®] trademark, and/or the reputation or goodwill of Plaintiff, or in any manner to compete with Plaintiff unfairly;

L. preliminarily and permanently enjoining Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS and those in active concert with them from using in the sale, offering for sale, promotion, advertising, marketing and/or distribution of its goods or services using a colorable imitation of the trademark PAK-IT[®], or any mark which is a variant of, simulates, imitates, is substantially similar to, or is confusingly similar to, B3P's PAK-IT[®] trademark, including but not limited to, any mark which includes the use of a variation of the PAK-IT[®] trademark in such a manner as to deceive, or to falsely describe or represent the source of the goods or otherwise create confusion upon the purchasing public or the trade;

M. preliminarily and permanently enjoining Aqua ChemPacs, Mr. Seneca, and NAS and those in active concert and those in active concert with them from further violating Plaintiff's property rights and goodwill;

N. preliminarily and permanently enjoining Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS and those in active concert with them from otherwise competing unfairly with Plaintiff in any manner whatsoever;

O. compelling preliminarily and permanently enjoining Aqua ChemPacs, Simoniz, Mr. Seneca, and NAS and those in active concert to take all necessary and appropriate steps to recall for destruction all advertising and other materials, including but not limited to website publications, advertising and promotions bearing the Aqua ChemPacs' infringing imitation of B3P's PAK-IT[®] trademark or any variant, colorable imitation, simulation, copy, or counterfeit of B3P's PAK-IT[®] trademark and that preliminarily and permanently enjoining Aqua ChemPacs, Mr. Seneca, and NAS and those in active concert be required to remove such infringing marks from promotional materials, advertisements and other media reproductions, in any media;

P. ordering NAS to transfer ownership of www.pakit.com to B3P or to forfeiture ownership;

Q. compensating B3P for all sales made resulting from the use of www.pakit.com, or via the redirection to Aqua ChemPacs owned websites;

R. ordering Mr. Seneca to transfer ownership of www.cleanpackit.com to B3P or to forfeiture ownership;

Q. compensating B3P for all sales made resulting from the use of www.cleanpackit.com;

R. awarding to B3P all monetary damages realized from Aqua ChemPacs', Mr. Seneca's, and NAS's unlawful trademark, dilution false designation of origin, unfair competition, and cybersquatting acts complained of herein;

S. awarding to B3P all damages suffered by B3P as a result of Aqua ChemPacs', Mr. Seneca's, and NAS's acts herein complained of and that the damages be trebled as a result of Aqua ChemPacs' willfulness;

T. awarding B3P punitive damages for the willful and deliberate acts of unfair competition and other unlawful injurious acts of Aqua ChemPacs, Mr. Seneca, and NAS complained of herein;

V. awarding B3P its reasonable attorney fees and the cost of this action in view of Aqua ChemPacs', Mr. Seneca's, and NAS's willful and deliberate violation of Plaintiff's rights; and

X. awarding B3P compensatory damages for the willful and deliberate breach of contract by Mr. Seneca complained of herein;

Y. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Mr. Seneca complained of herein;

Z. awarding B3P compensatory damages for the willful and deliberate breach of contract by Ms. Hawk complained of herein;

AA. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Ms. Hawk complained of herein;

BB. awarding B3P compensatory damages for the willful and deliberate breach of contract by Ms. McGinn complained of herein;

CC. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Ms. McGinn complained of herein;

DD. awarding B3P compensatory damages for the willful and deliberate breach of contract by Mr. Solitro complained of herein;

EE. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Mr. Solitro complained of herein;

FF. awarding B3P compensatory damages for the willful and deliberate breach of contract by Ms. Sanchez complained of herein;

GG. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Ms. Sanchez complained of herein;

HH. awarding B3P compensatory damages for the willful and deliberate breach of contract by Mr. Sanchez complained of herein;

II. awarding B3P compensatory damages for the willful and deliberate breach of duty of loyalty by Mr. Sanchez complained of herein;

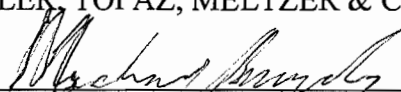
JJ. awarding B3P such other relief as the Court deems just and proper.

KK. enjoining Mr. Seneca, Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez from further breach of their covenants not to compete.

LL. enjoining Mr. Seneca, Ms. Hawk, Ms. McGinn, Mr. Solitro, Ms. Sanchez and Mr. Sanchez from further breach of their duty of confidentiality.

DATE: August 1, 2013

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