

# EXHIBIT A

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

<b>SPECIALTY SURFACES INTERNATIONAL, INC., d/b/a SPRINTURF</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>CIVIL ACTION</b>
	:	
<b>vs.</b>	:	<b>NO.: 04-CV</b>
	:	
<b>FIELDTURF INTERNATIONAL, INC., FIELDTURF, INCORPORATED, FRANK LeMASTER and PERRY DiPIAZZA,</b>	:	<b>JURY TRIAL DEMANDED</b>
	:	
<b>Defendants.</b>	:	

**AMENDED COMPLAINT**

COMES NOW, plaintiff Specialty Surfaces International, Incorporated, d/b/a Sprinturf ("Sprinturf") and for its Amended Complaint against the defendants, FieldTurf International, Incorporated and FieldTurf Inc. (collectively "FieldTurf"), Frank LeMaster ("LeMaster") and Perry DiPiazza ("DiPiazza") (sometimes collectively all referred to herein as "Defendants"), avers as follows:

**JURISDICTION AND VENUE**

1. This is a claim for a declaration of non-infringement arising under the Declaratory Judgment Act (Title 28 U.S.C. § 2201 *et. seq.*) and the Patent Laws of the United States, Title 35, United States Code §§ 1 *et seq.*
2. This claim is further brought pursuant to the Lanham Act, Title 15, United States Code, Section 1125 (Section 43(a)) for unfair competition by the Defendants as set forth herein.
3. This action is also instituted to secure preliminary and permanent injunctive relief, pursuant to the aforesaid statutes, against the Defendants in order to prevent and restrain the Defendants' acts of unfair competition, in violation of the Lanham Act.

4. Jurisdiction is conferred upon this Court by 28 U.S.C. § 1337 and by 28 U.S.C. §§ 1338((a) & (b)) as this action arises under the laws of the United States relating to patents and protection of patent rights, as well as title 15 U.S.C. §§ 1051-1127, known as The Lanham Act.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and (d). Defendants are doing business in this Judicial District, and transact business in this Judicial District. In addition, defendant LeMaster resides in this judicial district.

### **PARTIES**

6. Plaintiff Specialty Surfaces International, Incorporated, d/b/a "Sprinturf" (hereafter "Sprinturf") is a Pennsylvania corporation having a principle place of business at 1200 Liberty Ridge Drive, Suite 100, Wayne, Pennsylvania 19087. Sprinturf is in the business of designing, manufacturing, marketing, installing and selling synthetic grass surfaces.

7. Defendant FieldTurf International, Inc. is a corporation organized and existing pursuant to the laws of the state of Florida having a principal place of business in Tallahassee, Florida. FieldTurf International, Incorporated is named as a defendant in this Complaint on behalf of itself and all of its related companies and affiliations throughout the United States and Canada.

8. Defendant FieldTurf Inc. is a Canadian company with its principal place of business in Montreal, Quebec, Canada. FieldTurf Inc. is named as a defendant in this Complaint on behalf of itself and all of its affiliates or related companies located throughout Canada and the United States.

9. Defendant Frank LeMaster is an individual residing at 83 Nutt Road, Phoenixville, Pennsylvania. On information and belief, LeMaster is a FieldTurf employee.

10. Defendant Perry DiPiazza is an individual residing at 486 Bowers Lane, Franklin Lakes, New Jersey 07417. On information and belief, DiPiazza is a FieldTurf distributor.

**FACTS COMMON TO ALL COUNTS**

11. For the last few decades, artificial turf has begun to be widely used on athletic playing fields such as soccer and football fields and other athletic surfaces.

12. The design of artificial turf is constantly changing in an effort to provide a playing surface which, although much more durable and easier to maintain, resembles natural grass as closely as possible.

13. Artificial turf has a number of advantages over natural grass, including reduced maintenance costs.

14. Early artificial turf surfaces, such as a product known as AstroTurf, actually increased injuries to the athletes based in part, upon the design of the artificial turf itself, and the hard surface over which it was installed.

15. As a result, numerous organizations and individuals undertook efforts to develop different types of artificial turf surfaces which could provide for traction for the athletes, yet at the same time, provide a softer playing surface thereby reducing injuries.

16. One such novel and significant invention belongs to Sprinturf, and is covered under U.S. Patent No. 5,976,645 (hereafter, "'645 Patent"). Sprinturf's '645 Patent discloses and claims a unique and novel playing surface where the artificial blades of grass are filled in with only rubber, as opposed to sand and rubber, such as is found in systems installed by Defendants FieldTurf International, Inc. and FieldTurf, Inc.

17. Over the past four years, Sprinturf's patented and unique all-rubber in-fill artificial turf surface has proven to be very successful.

**The January 29, 2002 Meeting**

18. In or about early January 2002, FieldTurf's president and chief executive officer, John Gilman, extended an invitation to Sprinturf's president, Henry Julicher, and his attorney to travel to Montreal to discuss FieldTurf's possible acquisition of Sprinturf.

19. On January 15, 2002, one or both of the FieldTurf Defendants were involved in litigation with one of their distributors, TurfUSA, Ltd.

20. That matter, which was initiated by a Writ of Summons in the Court of Common Pleas for Philadelphia County in Philadelphia Pennsylvania, also named Plaintiff Sprinturf as a defendant.

21. Following the filing of Philadelphia County litigation, Sprinturf's president Julicher was contacted by Gilman. This call was made utilizing the phone lines and interstate communication.

22. During the course of that phone call, Julicher advised Gilman that Sprinturf had nothing to do with the dispute between FieldTurf and their distributor, TurfUSA, Ltd. Gilman indicated that he had sued Sprinturf because Sprinturf had failed to provide Gilman with information relating to FieldTurf's efforts to purchase Sprinturf and its valuable patented all rubber artificial turf technology.

23. Gilman further indicated that the lawsuit was solely intended to put Sprinturf out of business if Julicher would not sell Sprinturf to FieldTurf and was a further part of FieldTurf's corporate policy to "sue and screw."

24. During the call, Gilman further indicated that lawsuits are not expensive to FieldTurf because FieldTurf had partnered with a law firm which did most of the work, hiring local counsel in the United States as needed.

25. On January 29, 2002, Mr. Julicher and his attorney traveled to Montreal and met with Gilman, pursuant to Gilman's invitation. The majority of the meeting was only attended by Gilman, Julicher and Julicher's attorney.

26. Gilman opened the meeting by confirming that the purpose of the January 29, 2002 meeting was to explore the possibility that one or both of the FieldTurf Defendants would purchase Julicher's company, Plaintiff Sprinturf, and its patented novel and unique all-rubber infill system as disclosed and claimed in the '645 Patent.

27. During the January 29, 2002 meeting, Gilman repeatedly stated that FieldTurf would like to purchase Plaintiff Sprinturf and its successful and patented all-rubber in-fill artificial turf system. Gilman indicated that FieldTurf had patents that covered a sand and rubber in-fill system. However, Gilman admitted that if FieldTurf could obtain Sprinturf's patented all-rubber in-fill system, they could "control the market."

28. Gilman further indicated that FieldTurf's acquisition of Sprinturf's all-rubber patent would assist him in his efforts to "destroy" one of his biggest competitors, Southwest Recreational Industries, Inc. ("Southwest"), which manufactures and distributes, *inter alia*, the AstroTurf® and AstroPlay® artificial turf surfaces.

29. At times relevant to this Complaint, FieldTurf and Southwest were involved in a patent litigation in the United States District Court for the District of Kentucky involving FieldTurf's patents related to their sand and rubber in-fill artificial turf systems, and another litigation in the United States District Court for the Western District of Texas.

30. Gilman repeatedly stated to Julicher and his attorney that if Julicher did not sell Sprinturf and its patented all-rubber in-fill system to FieldTurf, Gilman and FieldTurf would "crush" Sprinturf.

31. Gilman repeatedly stated to Julicher and his attorney that if Julicher did not sell Sprinturf and its patented all-rubber in-fill artificial turf system to FieldTurf, FieldTurf would "destroy" Sprinturf.

32. Gilman specifically stated that FieldTurf would litigate "Sprinturf out of existence" and would sue Sprinturf all over Canada and the United States.

33. Gilman further stated that regardless of whether the suits had any merit, following the filing of the lawsuit, FieldTurf would publish advertisements in various local publications and trade journals regarding the lawsuit in an effort to further "destroy" Sprinturf. Gilman indicated that FieldTurf would "chase" Sprinturf all through Canada and the United States and make Sprinturf "crazy" through the filing of numerous lawsuits against not only Sprinturf, but also against Sprinturf's customers and potential customers.

34. Gilman further indicated that if necessary, FieldTurf would introduce a "cheap all-rubber" artificial turf product in a further effort to drive Sprinturf out of the market place.

35. When advised by Julicher that such an all-rubber in-fill artificial turf system may infringe the claims of Sprinturf's '645 Patent, Gilman said he did not "care" and that FieldTurf would drive Sprinturf out of business just like they are doing to Southwest.

36. Gilman repeated over and over again FieldTurf's threats to litigate against Sprinturf and its customers and potential customers, all over Canada and the United States.

37. Gilman indicated that it was FieldTurf's policy to use litigation to, as Gilman termed it, "sue and screw."

38. Gilman finally stated that either FieldTurf was going to buy Sprinturf or they would "destroy" Sprinturf and "drive" Sprinturf out of business by making Sprinturf "crazy" by

"chasing" and "litigating" Sprinturf all over Canada and the United States through the filing of lawsuits against Sprinturf, its customers, and potential customers.

39. Following the January 29, 2002 meeting, Julicher decided not to sell Sprinturf to FieldTurf.

40. In 2004, Sprinturf was in negotiations with the University of Pennsylvania to install an artificial turf surface at Franklin Field in Philadelphia.

41. FieldTurf learned that Sprinturf is in negotiations with the University of Pennsylvania to install an artificial turf surface at Franklin Field.

42. In an effort to interfere with Sprinturf's prospective contract with the University of Pennsylvania, FieldTurf threatened to bring a lawsuit for patent infringement against the University of Pennsylvania and Sprinturf in connection with the artificial turf surface Sprinturf intends to install in Franklin Field.

43. The artificial turf surface Sprinturf offered to install at the University of Pennsylvania does not infringe any claim of any patent owned by, or licensed to, FieldTurf.

44. In addition to FieldTurf's efforts to "litigate" Sprinturf out of business, Defendants, both themselves and through their employees and/or agents, including LeMaster, DiPiazza, Frank Serritano, Andrew Rowley, Tim Coury, Steven Coury and Darren Gill, have engaged in a pattern of slander and trade defamation directed at Sprinturf and its employees.

45. The Defendants and their agents and/or employees engaged in this pattern of slander and trade defamation with the specific intent to cause harm and damage to Sprinturf, located in Wayne, Pennsylvania, which is within this judicial district.

46. Over the course of the past year, both representatives of Defendants, LeMaster and DiPiazza, have engaged in efforts to accomplish Defendants' admitted goal to "crush,"



"destroy," and "drive" Sprinturf from the artificial turf market in the United States. These efforts have included, but are not limited to, various acts of trade slander, defamation, tortious interference with contractual, and prospective contractual relations, and include:

(a) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf is guilty of infringing Fieldturf's patent nos. 5,958,527 ("527 patent"), 6,338,885 ("885 patent"), 6,555,689 ("689 patent"), 6,723,412 ("412 patent"), and 6,689,447 ("447 patent"), among others ("the FieldTurf patents");

(b) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf was going out of business;

(c) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf was bankrupt;

(d) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf used inferior or unacceptable materials;

(e) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf installed artificial turf fields that were "failing everywhere" or that had failed, or experienced serious problems;

(f) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Sprinturf's president Hank Julicher was bankrupt;

(g) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf's president Hank Julicher had been convicted of narcotics trafficking offenses; and

(h) falsely advising Sprinturf customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf did not honor its warranties and other promotional and marketing programs.

**COUNT I**  
**DECLARATORY JUDGMENT**

47. The averments contained in paragraphs 1 through 46 of this Complaint are incorporated herein by reference as if fully set forth again in full.

48. This Count is against Defendants FieldTurf International, Incorporated and FieldTurf, Inc.

49. Sprinturf brings this Count for declaratory judgment of patent noninfringement pursuant to Title 28, U.S.C. §§ 2201 & 2202 to resolve an actual controversy and substantial dispute relating to alleged patent infringement of alleged patents owned by Defendants FieldTurf International, Incorporated and FieldTurf Inc.

50. Defendants FieldTurf International, Incorporated and FieldTurf Inc. (hereinafter collectively referred to as "FieldTurf"), are the ostensible owners of the FieldTurf patents.

51. FieldTurf's threats of legal action against prospective purchasers of the Plaintiff's playing fields, and claims that Sprinturf has infringed one or more of the Fieldturf patents, have adversely and unlawfully affected the ability of Sprinturf to market, sell, distribute and install its artificial turf products, systems and services and has caused Sprinturf irreparable harm.

52. To the extent that any claim of any FieldTurf Patent is a valid claim, Plaintiff Sprinturf has not infringed any such claim.

53. FieldTurf, by their actions as described herein, have caused damage and harm to Plaintiff in that they have raised substantial issues regarding Sprinturf's right to continue to

market and sell Sprinturf's artificial turf surfaces, systems and services and have and will cause actual damages to Sprinturf.

WHEREFORE, Plaintiff Specialty Surfaces International, Incorporated requests that this Court enter judgment in its favor and against Defendants FieldTurf International, Incorporated and FieldTurf Inc.:

(a) declaring that artificial turf surfaces manufactured, used, sold, offered for sale and/or installed by or on behalf of Sprinturf have not infringed any claim of any of the FieldTurf Patents;

(b) awarding Sprinturf all of its damages;

(c) awarding Sprinturf its costs and attorneys' fees pursuant to 35 U.S.C. § 285 due to the exceptional nature of this case;

(d) preliminarily and permanently enjoining Defendants FieldTurf International, Inc. and FieldTurf, Inc. from litigating or threatening to litigate claims that any artificial turf surface manufactured, used, sold and/or installed by or on behalf of Sprinturf infringes any of the Fieldturf Patents; and

(e) providing such other and further relief to Sprinturf as this Court deems necessary, just and appropriate.

**COUNT II**  
**UNFAIR COMPETITION, 15 U.S.C. 4 1125(a)**

54. The averments contained in paragraphs 1 through 53 of this Complaint are incorporated by reference as if fully set forth herein.

55. This Count is for unfair competition and arises under the Lanham Act, Title 15, U.S.C. §§ 1051-1127 in general, and 15 U.S.C. § 1125(a) in particular and is against all Defendants.

56. The Defendants have engaged in various acts of unfair competition as set forth in detail in this Complaint, including, but not limited to:

(a) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf is guilty of infringing one or more of the FieldTurf Patents;

(b) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf was going out of business;

(c) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf was bankrupt;

(d) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf used inferior or unacceptable materials;

(e) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf installed artificial turf fields that were "failing everywhere" or that have failed, or were experienced serious problems;

(f) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf's president Hank Julicher was bankrupt;

(g) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf's president Hank Julicher had been convicted of narcotics trafficking offenses; and,

(h) falsely advising Sprinturf's customers and other individuals and organizations in the artificial turf industry that Plaintiff Sprinturf did not honor its warranties or its promotional and marketing programs.

WHEREFORE, Plaintiff Specialty Surfaces International, Incorporated requests that this Court enter judgment in its favor and against all Defendants:

(a) For a preliminary and permanent injunction restraining and enjoining Defendants and their affiliate companies, their principals, agents, servants, employees, successors, and assignees and all those in privity, concert or participation with Defendants from doing, abiding, causing or abetting and unfairly competing with Sprinturf, including using any false statement or description, which can or is likely to lead the trade or public, or individual members thereof, to believe that any product provided or sold by Sprinturf is improperly sold or violates any federal law;

(b) For a finding that the Defendants and their affiliate companies have violated the provisions of the Lanham Act, 15 U.S.C. Section 1125(a) by the acts complained of herein;

(c) For a finding that the Defendants and their affiliate companies have and will continue to harm Sprinturf's reputation and damage Sprinturf's goodwill by the acts complained of herein;

(d) That Sprinturf receive such damages, plus interest thereon, as it has sustained in consequence of the Defendants' violations of 15 U.S.C. § 1125(a) and unfair competition with Plaintiff;

(e) That Sprinturf be awarded damages in an amount to be fixed by the Court in its discretion as just, including punitive and treble damages, pursuant to 15 U.S.C. § 1117(b)

as well as all of the Defendants' profits or gains resulting from the Defendants' willful acts of unfair competition;

(f) That Sprinturf be awarded its attorneys' fees, costs and disbursements due to the exceptional nature of this case as provided by 15 U.S.C. § 1117;

(g) That the Defendants be directed to file with the Court and serve upon Sprinturf within ten (10) days after the service of the injunction on the Defendants, a report in writing, under oath, setting forth in detail the manner and form in which the Defendants have complied with the injunction; and,

(h) That Sprinturf receive such other and further relief as the Court may deem just and appropriate.

**COUNT III**  
**TORTIOUS INTERFERENCE**  
**WITH CONTRACTUAL RELATIONSHIPS**

57. The averments contained in paragraphs 1 through 56 of this Complaint are incorporated by reference as if fully set forth herein.

58. By the acts set forth in this Complaint, Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza, have attempted to, and have, tortiously interfered with Plaintiff Sprinturf's contractual relationship with each other and with various purchasers of artificial turf surfaces and systems.

59. Through their improper actions, Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza, have subverted various entities' confidence in Sprinturf's stability.

60. It is the admitted purpose and intent of the Defendants to harm Sprinturf by interfering with these contractual relationships as part of FieldTurf's stated efforts to "crush," "destroy," and "chase" Sprinturf from the artificial turf market.

61. The conduct of Defendants is without privilege or justification in that they have not employed proper means and, through their actions and admissions, they have intended to create or continue an illegal restraint of competition.

62. The Defendants' intentional and unlawful acts have damaged Sprinturf by denying Sprinturf valuable and unique marketing opportunities, resulting in the loss of goodwill and revenue, and by forcing Plaintiff to expend valuable resources of time and money to restore confidence in Sprinturf organizations and artificial turf surfaces and systems.

WHEREFORE, Plaintiff Specialty Surfaces International, Incorporated requests that this Court enter judgment in its favor and against Defendants:

(a) declaring that the Defendants have tortiously interfered with Sprinturf contractual relations by the acts complained of herein;

(b) awarding Sprinturf all of its damages, including, but not limited to, punitive damages owing to the willful nature of Defendants' conduct;

(c) awarding Sprinturf its costs and attorneys' fees;

(d) preliminarily and permanently enjoining Defendants from further acts of tortious interference; and,

(e) providing such further relief to Sprinturf as this Court deems necessary, just and appropriate.

**COUNT IV**  
**TORTIOUS INTERFERENCE WITH**  
**PROSPECTIVE CONTRACTUAL RELATIONSHIPS**

63. The averments contained in paragraphs 1 through 62 of this Complaint are incorporated by reference as if fully set forth herein.

64. By the acts set forth in this Complaint, Defendants FieldTurf International, Incorporated, FieldTurf, Inc., Frank LeMaster and Perry DiPiazza, have attempted to, and have,

tortiously interfered with Sprinturf's prospective contractual relationships with various purchasers and users of artificial turf surfaces and systems in the United States.

65. It is the stated purpose and intent of Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza, to harm Sprinturf by interfering with these prospective contract relations as part of FieldTurf's stated efforts to "crush," and "destroy," Sprinturf and "chase" it from the artificial turf industry.

66. The conduct of Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza, is without privilege or justification in that the Defendants have not employed proper means and Defendants intend to create or continue an illegal restraint of competition.

67. The Defendants' intentional and unlawful acts have caused Sprinturf harm by damaging its reputation, causing purchasers and users of artificial turf surfaces and systems to not purchase Sprinturf products and services, thereby denying Sprinturf substantial potential revenue.

WHEREFORE, Plaintiff Specialty Surfaces International, Incorporated requests that this Court enter judgment in its favor and against Defendants:

- (a) declaring that the Defendants have tortiously interfered with Plaintiff's prospective contractual relations by the acts complained of herein;
- (b) awarding Sprinturf all of its damages, including, but not limited to, punitive damages owing to the willful nature of the Defendants' conduct;
- (c) awarding Sprinturf its costs and attorneys' fees;
- (d) preliminarily and permanently enjoining Defendants from further acts of tortious interference with prospective relationships; and,



(e) providing such further relief to Sprinturf as this Court deems necessary, just and appropriate.

**COUNT V**  
**INJURY TO BUSINESS OR REPUTATION**  
**UNDER PENNSYLVANIA STATUTORY LAW**

68. The averments contained in paragraphs 1 through 67 of this Complaint are incorporated by reference as if fully set forth herein.

69. This Count is for injury to business or reputation arising under the laws of the Commonwealth of Pennsylvania, 54 Pa.C.S.A. § 1124.

70. Sprinturf is a Pennsylvania corporation whose principle place of business is in Pennsylvania. Defendants' intentional acts, as complained of herein, are purposely directed towards a Pennsylvania corporation sufficient for this Court to apply Pennsylvania substantive law in connection with this Count.

71. By the acts complained of herein, Defendants have injured Sprinturf's business and reputation.

72. Defendants' conduct is likely to degrade, diminish, and has, and will continue to, irreparably harm Sprinturf's business, reputation, and goodwill.

73. By their own admission, Defendants' actions are deliberate and willful.

74. Sprinturf will continue to be irreparably harmed by Defendants' actions unless Defendants are preliminarily and permanently enjoined from such further acts.

**WHEREFORE**, Plaintiff Specialty Surfaces International, Incorporated prays for judgment against Defendants FieldTurf International, Incorporated, Frank LeMaster and Perry DiPiazza, and requests that this Court:

(a) Enter an order preliminarily and permanently enjoining Defendants, their principals, agents, servants, employees, attorneys, representatives, successors and assignees, and

all persons, entities, firms, and corporations acting in privity, concert, or participation with Defendants, from

(1) making false and misleading statements regarding the nature, characteristics and qualities of Sprinturf's products, as well as the quality of Sprinturf's installations, service and financial stability and engaging in any other practices which injures Sprinturf's business or reputation;

(2) engaging in any conduct that tends to falsely represent, or is likely to confuse, mislead, or deceive members of the purchasing public to believe that Sprinturf's products, installations, services and financial stability are of an inferior quality; and,

(3) damaging Sprinturf's business, reputation, or goodwill;

(b) That Defendants be required to account for and to pay to Sprinturf all of Defendants' profits, gains and advantages resulting from Defendants' wrongful conduct;

(c) That Defendants be required to account for and to pay to Sprinturf all of Sprinturf's damages resulting from Defendants' wrongful conduct;

(d) That Defendants be required to pay treble and punitive damages as the Court finds appropriate;

(e) That Defendants be required to pay interest, including pre judgment interest, on all sums;

(f) That Sprinturf recover from Defendants all costs of this action and all counsel fees; and,

(g) That Sprinturf have all other and further relief as the Court may deem just and proper under the circumstances.

**COUNT VI**  
**PENNSYLVANIA COMMON**  
**LAW UNFAIR COMPETITION**

75. The averments contained in Paragraphs 1 through 74 of this Complaint are incorporated by reference as if fully set forth herein.

76. This Count is for Pennsylvania common law unfair competition and is between Sprinturf and Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza.

77. Sprinturf is a Pennsylvania corporation whose principle place of business is in Pennsylvania. Defendants' intentional acts, as complained of herein, are purposely directed towards a Pennsylvania corporation sufficient for this Court to apply Pennsylvania substantive law in connection with this Count.

78. The communications and statements previously made and still being made by, or on behalf of, Defendants have included and continue to include false and misleading statements regarding the nature, characteristics and qualities of Plaintiff's products, as well as the quality of Sprinturf's installations, service, warranty, programs and financial stability.

79. These communications and statements have actually deceived, or have had and now have a tendency to deceive, a substantial portion of their intended audience. These communications are material in that they are highly likely to influence the prospective purchasing decisions of portions of the intended audience.

80. These communications have actually caused, or have had and continue to have a high likelihood of causing, injury to Plaintiff Sprinturf in the form of lost sales and lost goodwill among prospective purchasers of certain sports surfacing products manufactured and/or distributed by Sprinturf.

81. These communications have actually caused, or have had and continue to have a high likelihood of causing injury to Sprinturf in the form of lost sales and lost goodwill among prospective purchasers of certain sports surfacing products manufactured and/or distributed by Sprinturf.

82. The misrepresentations and other conduct described above constitute the tort of unfair competition under Pennsylvania common law.

83. Defendants have performed, and are continuing to perform, these acts with malice.

**WHEREFORE**, Plaintiff Specialty Surfaces International, Incorporated prays for judgment against Defendants FieldTurf International, Incorporated, FieldTurf Inc., Frank LeMaster and Perry DiPiazza, and requests that this Court:

(a) Enter an order preliminarily and permanently enjoining Defendants, their principals, agents, servants, employees, attorneys, representatives, successors and assigns, and all persons, entities, firms, and corporations acting in privity, concert, or participation with Defendants, from

(1) making false and misleading statements regarding the nature, characteristics and qualities of Sprinturf's products, as well as the quality of Sprinturf installations, service, warranty, programs and financial stability;

(2) engaging in any conduct that tends to falsely represent, or is likely to confuse, mislead, or deceive members of the purchasing public to believe, that Sprinturf's products, installations, services and financial stability are of an inferior quality;

(3) otherwise competing unfairly with Sprinturf in any manner; and,

(4) damaging Sprinturf's business, reputation, or goodwill;

(b) That Defendants be required to account for and to pay to Sprinturf all of Defendants' profits, gains and advantages resulting from Defendants' wrongful conduct;

(c) That Defendants be required to account for and to pay to Sprinturf, all of Sprinturf's damages resulting from Defendants' wrongful conduct;

(d) That Defendants be required to pay treble and punitive damages as the Court finds appropriate;

(e) That Defendants be required to pay interest, including pre judgment interest, on all sums;

(f) That Sprinturf recover from Defendants all costs of this action and all counsel fees; and,

(g) That Sprinturf have all other and further relief as the Court may deem just and proper under the circumstances.

Respectfully submitted

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
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