

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

SIPCO LLC and
ADVANCED SENSOR TECHNOLOGY, INC.

Plaintiffs,

v.

THE TORO COMPANY; JLH LABS, LLC; and
JASON HILL, individually and his marital estate.

Defendants.

CIVIL ACTION NO. 2:08-cv-00505

FIRST AMENDED COMPLAINT

Plaintiffs SIPCO LLC and Advanced Sensor Technology, Inc. (collectively “Plaintiffs”), for their amended complaint against Defendants The Toro Company; JLH Labs, LLC; and Jason Hill (collectively “Defendants”), hereby demand a jury trial and allege as follows:

THE PARTIES

1. Plaintiff Sipco LLC (“SIPCO”) is a Limited Liability Company organized under the laws of the State of Georgia having its principal place of business at Overlook I, Suite 660, 2849 Paces Ferry Road, Atlanta, Georgia 30339.

2. Plaintiff Advanced Sensor Technology, Inc. (“AST”) is a corporation organized and existing under the laws of Delaware with its principal place of business at 1045 First Avenue, Suite 100, King of Prussia, Pennsylvania 19406. AST is in the business of golf course turf management, and develops, markets and sells wireless soil monitoring systems for golf courses using proprietary soil sensors.

3. On information and belief, Defendant The Toro Company (“Toro”) is a corporation organized and existing under the laws of Delaware with its principal place of

business at 8111 Lyndalè Avenue, South Bloomington, Minnesota 55420. Toro designs, manufactures, sells and offers for sale wireless golf course soil monitoring systems and equipment, including a wireless soil monitoring system known commercially as Turf Guard.

4. On information and belief, Defendant JLH Labs, LLC (“JLH Labs”) is a limited liability company with its principal place of business in Capistrano Beach, Orange County, California. JLH Labs is in the business of developing wireless data transfer technology, and together with Defendant Jason Hill, developed a wireless soil monitoring system known commercially as Turf Guard. On or about December 6, 2007, Toro acquired Turf Guard from JLH Labs.

5. On information and belief, Defendant Jason Hill, individually and his marital estate, (“Jason Hill”) is an individual who resides at 35241 Camino Capistrano, Capistrano Beach, Orange County, California 92624. Jason Hill is founder and President of JLH, is and/or was an agent and employee of JLH Labs, and in doing the things hereinafter alleged, was acting within the course and scope of such agency and employment. On or about December 6, 2007, Jason Hill entered into an agency and employment relationship with Toro.

6. Upon information and belief, each of the Defendants acted in concert with each other and gave consent to, ratified or authorized the acts of other Defendants and their employees.

JURISDICTION AND VENUE

7. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 et seq., including 35 U.S.C. §§ 271(a), 281, 283, 284 and 285.

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332(a)(1) and 1338(a).

9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) and 28 U.S.C. § 1391(b) and (c).

10. On information and belief, Defendant Toro is subject to personal jurisdiction in this district by virtue of, among other things, doing business and committing acts of infringement in this Commonwealth, including in this judicial district, through agents and representatives and/or otherwise having substantial contacts with this Commonwealth and this judicial district.

11. On information and belief, Defendant JLH Labs is subject to personal jurisdiction in this district by virtue of, among other things, doing business and committing acts of infringement in this Commonwealth, including this judicial district, through agents and representatives and/or otherwise having substantial contacts with this Commonwealth and this judicial district.

12. On information and belief, Defendant Jason Hill is subject to personal jurisdiction in this district by virtue of, among other things, doing business and committing acts of infringement in this Commonwealth, including this judicial district, through agents and representatives and/or otherwise having substantial contacts with this Commonwealth and this judicial district.

FACTUAL BACKGROUND

The '511 Patent

13. On September 5, 2006, United States Patent No. 7,103,511, entitled "WIRELESS COMMUNICATION NETWORKS FOR PROVIDING REMOTE MONITORING OR DEVICES" (the "'511 Patent'"), was duly and legally issued by the United States Patent and Trademark Office ("USPTO"). A copy of the '511 Patent is attached hereto as Exhibit A.

14. SIPCO is the assignee of the '511 Patent.

15. AST is an exclusive licensee of SIPCO with regard to the commercial soil monitoring field of use of the '511 Patent subject to certain prior licenses, but did not receive a license to the utility field of use, as that term is defined in a certain 2004 License Agreement pursuant to which SIPCO acquired the '511 Patent. As a result, this suit asserts infringement only in the commercial soil monitoring field of use, and not the utility field of use.

AST's Confidential Disclosure of Trade Secrets to Jason Hill and JLH Labs

16. In or about early 2004, several years before acquiring from SIPCO the exclusive license to the commercial soil monitoring field of use of the '511 Patent, AST had confidential discussions with Jason Hill and JLH Labs about the application of wireless data transfer technology to soil monitoring systems developed, marketed and sold by AST, which had expertise in the turf management and soil monitoring of golf courses.

17. Jason Hill is the president and founder of JLH Labs. He has a degree in Electrical Engineering and Computer Science. Upon information and belief, Jason Hill had no knowledge of turf management, the golf course industry or soil monitoring systems prior to his dealings with AST.

18. AST entered into a series of agreements with JLH Labs whereby JLH Labs was to design a wireless hardware prototype device for wirelessly transmitting data gathered by soil sensors to a remote receiver. The wireless data transfer devices developed by JLH Labs were then to be licensed to AST.

19. Upon information and belief, all discussions and dealings with Jason Hill and JLH Labs were made under obligations of confidentiality.

20. On or about July 1, 2004, AST financed Jason Hill's and JLH Labs' attendance at a meeting at Muirfield Village Golf Club with AST and its paid consultants to show AST's

existing soil monitoring technology to Jason Hill and JLH Labs, and to bring context to the wireless data transfer work that Jason Hill and JLH Labs were doing for AST. The meeting at Muirfield Village Golf Club educated Jason Hill and JLH Labs about areas not generally known to the public or to other persons who could obtain value from their disclosure or use.

21. All attendees at the meeting at Muirfield Village Golf Club understood that the discussions and demonstrations regarding the product development and other AST proprietary information were confidential and involved information not generally known to the public or to other persons who could obtain value from their disclosure or use.

22. During dealings with AST, Jason Hill and JLH Labs had access to the results of various focus group studies led by AST in which Jason Hill, JLH Labs and other consultants paid by AST demonstrated to golf course superintendents for the purpose of receiving customer feedback AST's developing product, requirements and preferences related to the wireless soil monitoring system product, and user interface configurations for presenting interpreted soil moisture data.

23. AST maintained control of the focus group studies, including but not limited to the performed studies and data measurement. The focus group studies were performed under obligations of confidentiality and the results of the focus group studies were not generally known to the public or to other persons who could obtain value from their disclosure or use.

24. The relationship between AST and Jason Hill and JLH Labs terminated on or about April 2005.

25. During the course of dealings between Jason Hill and JLH Labs and AST, Jason Hill and JLH Labs were exposed to AST's trade secrets solely to enable Jason Hill and JLH Labs

to understand the context in which their wireless data transfer would be used in AST's soil monitoring system.

26. AST's confidential and proprietary trade secrets that were communicated to Jason Hill and JLH Labs included, but were not limited to, the following: (1) design/physical configuration of AST's wireless soil monitoring sensor; (2) AST's sensor placement technology, including but not limited to effective placement in a golf course green at various depths, and number of sensors necessary for effective data gathering; (3) business plans, forecasts and other information relating to turf and moisture sensing in golf courses to measure soil condition parameters and translate the parameters for real-world golf course applications so as to improve turf management and soil conditioning; (4) user interface configuration for presenting interpreted soil moisture data to the user; (5) soil moisture test data obtained during AST's development and testing of its monitoring system; (6) AST's techniques for analyzing and interpreting raw soil moisture data, including but not limited to techniques for correlating between raw conductance data and actual turf/course conditions, and analysis of soil measurement data over different seasons to determine necessary steps to improve turf conditions; (7) AST's customer/client/partner lists; (8) AST's focus group studies with prospective users and/or customers.

27. Upon information and belief, prior to and subsequent to the termination of the relationship between Jason Hill, JLH Labs and AST, Jason Hill and JLH Labs improperly used AST's confidential and proprietary trade secret information to develop wireless soil monitoring systems for use in golf course applications.

AST's Confidential Disclosure of Trade Secrets to Toro

28. In 2005, Toro and AST commenced discussions for the purpose of exploring the possibility of entering into a future business relationship.

29. In furtherance of that purpose, on or about December 1, 2005, Toro and AST entered into a Mutual Confidentiality and Non-Use Agreement (the "Confidentiality Agreement"), a copy of which is attached hereto as Exhibit B.

30. Pursuant to the Confidentiality Agreement, Confidential Agreement is defined to mean "any and all information, know-how, technical and non-technical data, and other proprietary information which (i) is disclosed between Parties, and/or (ii) was discovered by Parties by reason of the disclosure of Confidential Information pursuant hereto, in whole or part. Confidential Information shall include, but shall not be limited to, samples, plans, designs, processes, specifications, manufacturing techniques, marketing information and other proprietary information . . .". Exhibit B ¶ 1.

31. Both Toro and AST agreed to maintain the Confidential Information in confidence, and further agreed that the Confidential Information could only be used for the purpose of exploring a business relationship between Toro and AST and could not be for the benefit of either party or any third party. Exhibit B ¶ 3.

32. Under the protection of the Confidentiality Agreement, AST disclosed to Toro as Confidential Information certain of its confidential and proprietary trade secrets, including but not limited to: (1) design/physical configuration of AST's wireless soil monitoring sensor; (2) AST's sensor placement technology, including but not limited to effective placement in a golf course green at various depths, and number of sensors necessary for effective data gathering; (3) business plans, forecasts and other information relating to turf and moisture sensing in golf

courses to measure soil condition parameters and translate the parameters for real-world golf course applications so as to improve turf management and soil conditioning; (4) user interface configuration for presenting interpreted soil moisture data to the user; (5) soil moisture test data obtained during AST's development and testing of its monitoring system; (6) AST's techniques for analyzing and interpreting raw soil moisture data, including but not limited to techniques for correlating between raw conductance data and actual turf/course conditions, and analysis of soil measurement data over different seasons to determine necessary steps to improve turf conditions; (7) AST's customer/client/partner lists; (8) AST's focus group studies with prospective users and/or customers.

33. Toro opted not to enter into a business relationship with AST.

Toro Acquires Turf Guard

34. On or about August 1, 2007, in a matter captioned Advanced Sensor Technology, Inc. v. JLH Labs, LLC, et al., OCSC Case No. 07CCC08477, AST asserted claims against Jason Hill and JLH Labs for misappropriation of trade secrets pursuant to Cal. Civ. Code § 3426 et seq., conversion, and unfair competition. AST contended that Jason Hill and JLH Labs stole AST trade secrets in order to gain an unfair competitive advantage in the golf course turf management industry—an industry they had no knowledge of before they were exposed to AST's confidential and proprietary information and trade secrets.

35. Shortly after asserting these claims, AST provided Toro with a copy of its complaint against Jason Hill and JLH Labs. AST also served a subpoena on Toro.

36. On or about December 7, 2007, Toro issued a press release announcing that it had purchased Turf Guard from JLH Labs and, as a result of this transaction, acquired access to Turf Guard and JLH Lab's putative wireless monitoring technology (the "Acquired Technology").

The Acquired Technology is designed to measure soil moisture, salinity and temperature through buried wireless sensors that transmit data to a web-based interface for analysis. A copy of the press release is attached hereto as Exhibit C.

37. In what Toro described as “an important part of the acquisition,” Jason Hill, president and CEO of JLH Labs, became part of Toro’s Irrigation Team.

38. According to the Toro press release, Toro made this acquisition and hired Jason Hill to “help [its] customers manage growing water management issues,” “strengthen [its] position in the precision irrigation market,” and “more quickly address growing demand for sensors in the golf market.” Exhibit C.

39. Upon information and belief, Toro disclosed to Jason Hill the Confidential Information that AST had disclosed to Toro previously.

40. Upon information and belief, Jason Hill and JLH Labs disclosed to Toro AST’s Confidential Information and trade secrets that AST had disclosed to Jason Hill and JLH Labs, and that Jason Hill and JLH Labs were under an obligation of confidentiality not to disclose, enabling Toro to sell or seek to sell and market or seek to market wireless soil monitoring systems developed using AST’s confidential and proprietary information.

41. Upon information and belief, at the time Toro purchased Turf Guard and the Acquired Technology, Toro knew that prior to and subsequent to termination of the relationship between Jason Hill, JLH Labs and AST, Jason Hill and JLH Labs improperly used AST’s confidential and proprietary trade secret information to develop the Acquired Technology and other wireless soil monitoring systems for use in golf course applications.

42. Upon information and belief, at the time Toro purchased Turf Guard and the Acquired Technology, Toro knew that Jason Hill had disclosed to JLH Labs AST’s trade secrets

that Jason Hill was under an obligation of confidentiality not to disclose, so that JLH Labs could develop, sell, or seek to sell and market or seek to market Turf Guard and the Acquired Technology which were developed using AST's confidential and proprietary information.

43. Toro knew that JLH Labs had acquired AST's trade secrets from Jason Hill, that Toro was acquiring AST's trade secrets from Jason Hill and JLH Labs knowing that it was acquiring the information from someone who had a duty not to disclose AST's trade secrets, and that through Jason Hill and JLH Labs, Toro was acquiring information from someone who had an obligation to keep the information secret.

44. Upon information and belief, Jason Hill engages in work on behalf of Toro, and in that capacity continues to use the trade secrets AST disclosed to him and JLH Labs, and the Confidential Information that AST disclosed to Toro and Toro improperly disclosed to Jason Hill.

45. Upon information and belief, Toro has offered for sale and continues to offer for sale in this District and elsewhere product(s) relying upon the Acquired Technology and, therefore, AST's trade secrets.

46. Upon information and belief, Jason Hill and JLH Labs, and/or one or more of their agents, have installed the Turf Guard product at the Philadelphia Country Club, located in this District.

47. By selling or seeking to sell and marketing or seeking to market the Acquired Technology, Toro improperly misappropriates the trade secrets of AST.

48. By continuing to engage Jason Hill to develop, sell, and market the Acquired Technology, Toro induces Jason Hill and JLH Labs to breach their continuing obligations to hold AST's trade secrets confidential, and not to use AST's trade secrets for their own benefit.

COUNT ONE

Infringement of the '511 Patent by All Defendants

49. Plaintiffs repeat and incorporate herein the entirety of the allegations contained in paragraphs 1 through 48 above.

50. Upon information and belief, Defendants have infringed, actively induced the infringement of, and/or contributorily infringed the '511 Patent, and still are infringing, actively inducing the infringement of, and/or contributorily infringing the '511 Patent, by, among other things, making, using, offering for sale, and/or selling a wireless soil monitoring system under the name Turf Guard without authority, and will continue to do so unless such infringing activities are enjoined by this Court.

51. Upon information and belief, Defendants' infringing activity has taken place in this District, where one or more of the Defendants and/or one or more of their agents, have installed Turf Guard at the Philadelphia Country Club, located in this District.

52. Plaintiffs have suffered, and will continue to suffer, damages as a result of Defendants' infringing activities.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants in an amount to be determined at trial, together with an award of costs, interest, attorneys' fees as provided by law, and such other relief as the Court deems equitable and just.

COUNT TWO

**Misappropriation of Trade Secrets Pursuant to 12 Pa.C.S.A. § 5301 et seq.
by All Defendants**

53. AST repeats and incorporates herein the entirety of the allegations contained in paragraphs 1 through 52 above.

54. AST's trade secrets had independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. AST's trade secrets were proprietary information which was not available to AST's competitors or the general public.

55. AST made reasonable efforts to ensure that the confidential trade secret information remained a trade secret by, but not limited to, maintaining all disclosures under obligations of confidentiality.

56. Upon information and belief, Defendants Jason Hill, JLH Labs, and Toro have misappropriated and continue to misappropriate AST's trade secrets under 12 Pa.C.S.A. § 5301 et seq. by using AST's trade secrets, which were disclosed to Jason Hill and JLH Labs under obligations of confidentiality, without AST's consent to develop and sell or seek to sell a wireless soil monitoring system to use in golf courses.

57. Upon information and belief, Defendants' misappropriation of AST's trade secrets has taken place in this District, where one or more of the Defendants and/or one or more of their agents, have installed Turf Guard at the Philadelphia Country Club, located in this District.

58. Upon information and belief, Defendants' actions in misappropriating AST's trade secrets were willful and malicious in that Defendants misappropriated AST's trade secret information with the deliberate intent to injure AST's business and improve their own, thereby warranting an assessment of exemplary damages, in an amount appropriate to punish Defendants, and each of them, and deter others from engaging in similar conduct.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants in an amount to be determined at trial, together with an award of

costs, interest, attorneys' fees as provided by law, and such other relief as the Court deems equitable and just.

COUNT THREE

Misappropriation of Trade Secrets (Common Law) by All Defendants

59. AST repeat and incorporate herein the entirety of the allegations contained in paragraphs 1 through 58 above.

60. AST's trade secrets had independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. AST's trade secrets were proprietary information which was not available to AST's competitors or the general public.

61. AST made reasonable efforts to ensure that the confidential trade secret information remained a trade secret by, but not limited to, maintaining all disclosures under obligations of confidentiality.

62. Upon information and belief, Defendants Jason Hill, JLH Labs, and Toro have misappropriated and continue to misappropriate AST's trade secrets by using AST's trade secrets, which were disclosed to Jason Hill and JLH Labs under obligations of confidentiality, without AST's consent to develop and sell or seek to sell a wireless soil monitoring system to use in golf courses.

63. Upon information and belief, Defendants' misappropriation of AST's trade secrets has taken place in this District, where one or more of the Defendants and/or one or more of their agents, have installed Turf Guard at the Philadelphia Country Club, located in this District.

64. Upon information and belief, Defendants' actions in misappropriating AST's trade secrets were willful and malicious in that Defendants misappropriated AST's trade secret

information with the deliberate intent to injure AST's business and improve their own, thereby warranting an assessment of exemplary damages, in an amount appropriate to punish Defendants, and each of them, and deter others from engaging in similar conduct.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants in an amount to be determined at trial, together with an award of costs, interest, attorneys' fees as provided by law, and such other relief as the Court deems equitable and just.

COUNT FOUR

Inducement to Misappropriate Trade Secrets by Toro

65. AST repeats and incorporates herein the entirety of the allegations contained in paragraphs 1 through 64 above.

66. Through its conduct described herein, Toro has induced and continues to induce the continuing breach by JLH Labs and Jason Hill of their obligations to hold AST's trade secrets as confidential and proprietary and not to use AST's trade secrets for their own benefit.

67. As a direct and proximate result of Toro's inducement, AST has suffered loss and damage. Further, Toro's inducement has caused and threatens to continue to cause irreparable injury to AST for which there is no adequate remedy at law, and Toro's actions will continue unless enjoined by the Court.

68. Upon information and belief, Toro's acts of inducing Defendants' misappropriation of AST's trade secrets have taken place in this District, where one or more of the Defendants and/or one or more of their agents, have installed Turf Guard at the Philadelphia Country Club, located in this District.

69. Upon information and belief, the Defendants have acted with full knowledge of the consequences and damages being caused to AST, and its conduct has been willful, oppressive, and malicious.

70. Defendants' actions give rise to exemplary and punitive damages against Defendants.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants in an amount to be determined at trial, together with an award of costs, interest, attorneys' fees as provided by law, and such other relief as the Court deems equitable and just.

COUNT FIVE

Breach of Contract by Toro

71. AST repeats and incorporates herein the entirety of the allegations contained in paragraphs 1 through 70 above.

72. Toro had no knowledge or familiarity with wireless soil monitors except through AST's disclosure of its Confidential Information to Toro pursuant to the Confidentiality Agreement between Toro and AST.

73. The Confidentiality Agreement forbids Toro from using AST's Confidential Information, including the confidential and proprietary trade secrets AST disclosed to Toro, for any purpose other than exploring the possibility of entering into a business relationship with AST.

74. The Confidentiality Agreement forbids Toro from using AST's Confidential Information, including the confidential and proprietary trade secrets AST disclosed to Toro, for the benefit of Toro.

75. Toro's press release discloses that Toro has used and continues to use AST's trade secrets in violation of the Confidentiality Agreement.

76. Upon information and belief, Toro has offered for sale and continues to offer for sale to distributors soil monitoring sensors based on AST's trade secrets.

77. Upon information and belief, Toro has breached and continues to breach the Confidentiality Agreement by using AST's trade secrets, which were disclosed to Toro under obligations of confidentiality, in order to develop and sell or seek to sell a wireless soil monitoring system to use in golf courses.

78. Upon information and belief, Toro has breached and continues to breach the Confidentiality Agreement by selling or seeking to sell and marketing or seeking to market the wireless sensor technology it acquired from JLH Labs through its purchase of Turf Guard, which it knew was improperly acquired by Jason Hill and JLH Labs from AST and/or was obtained through AST's confidential disclosures to Toro.

79. As a direct and proximate result of Toro's breach of the Confidentiality Agreement, AST has suffered loss and damage. Further, Toro has acknowledged in the Confidentiality Agreement that a breach would result in irreparable injury and damage for which there is no adequate remedy at law. Toro's actions will continue unless enjoined by the Court.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants in an amount to be determined at trial, together with an award of costs, interest, attorneys' fees as provided by law, and such other relief as the Court deems equitable and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter an Order granting the following relief:

- A. Finding that Defendants have infringed, actively induced infringement of, and/or contributorily infringed one or more claims of the '511 Patent;
- B. Enjoining Defendants, their officers, agents, attorneys, servants, and those in privity with them, including distributors and customers, from infringing the '511 Patent;
- C. Awarding damages in an amount adequate to compensate Plaintiffs for Defendants' infringement of the '511 Patent;
- D. Awarding enhanced damages pursuant to 35 U.S.C. § 284;
- E. Awarding Plaintiffs' reasonable attorneys' fees and costs pursuant to 35 U.S.C. § 285 and Rule 54(d) of the Federal Rules of Civil Procedure;
- F. Finding that Defendants have and continue to misappropriate AST's trade secrets under 12 Pa.C.S.A. § 5301 et seq. and Pennsylvania common law;
- G. Enjoining Defendants, their officers, agents, attorneys, servants, and those in privity with them, including distributors and customers, from misappropriating AST's trade secrets;
- H. Awarding damages in an amount adequate to compensate AST for Defendants' misappropriation of AST's trade secrets;
- I. Awarding exemplary damages pursuant to 12 Pa.C.S.A. § 5304(b);
- J. Awarding Plaintiffs' reasonable attorneys' fees and costs pursuant to 12 Pa.C.S.A. § 5305 and Rule 54(d) of the Federal Rules of Civil Procedure;

K. Finding that Defendants have induced and continue to induce the misappropriation of AST's trade secrets under Pennsylvania common law;

L. Enjoining Toro, its officers, agents, attorneys, servants, and those in privity with them, including distributors and customers, from inducing the misappropriation of AST's trade secrets;

M. Awarding damages in an amount adequate to compensate AST for Toro's acts of inducement to misappropriate AST's trade secrets;

N. Finding that Defendants have converted and continue to convert AST's property under Pennsylvania common law;

O. Enjoining Defendants, their officers, agents, attorneys, servants, and those in privity with them, including distributors and customers, from converting AST's property;

P. Awarding damages in an amount adequate to compensate AST for Defendants' conversion of AST's property;

Q. Finding that Toro breached the Confidentiality Agreement;

R. Enjoining Toro, its officers, agents, attorneys, servants, and those in privity with them, including distributors and customers, from further breaching the Confidentiality Agreement;

S. Awarding damages in an amount adequate to compensate AST for Toro's breach of the Confidentiality Agreement;

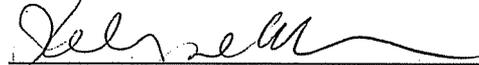
T. Awarding prejudgment and post-judgment interest; and

U. Granting such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all issues properly triable by jury in this action.

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