

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FIRE ‘EM UP, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
TECHNOCARB EQUIPMENT (2004) LTD.;)	
DAVID SHEA, individually and as agent of))	
Technocarb Equipment (2004) Ltd.; PETER))	
GORDON, individually and as agent of))	
Technocarb Equipment (2004) Ltd.;))	
INTIGREEN TECHNOLOGIES, INC.;))	
AURORA ELECTRONICS, LTD.; and))	
JEFFREY BUECHLER, individually and as))	
agent of Aurora Electronics, Ltd.,))	
)	
Defendants.)	

COMPLAINT

Plaintiff, FIRE EM UP, INC. (hereinafter “FEU”), by and through its attorneys of the Law Office of Kevin B. Rogers, for its complaint against Defendants TECHNOCARB EQUIPMENT (2004) LTD. (hereinafter “Technocarb”); DAVID SHEA, individually and as agent of Technocarb Equipment (2004) Ltd.; PETER GORDON, individually and as agent of Technocarb Equipment (2004) Ltd.; INTIGREEN TECHNOLOGIES, INC., (hereinafter “Intigreen”); AURORA ELECTRONICS, LTD. (“Aurora”); and JEFFREY BUECHLER, individually and as agent of Aurora Electronics, Ltd. alleges as follows:

JURISDICTION AND VENUE

1. This lawsuit is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §101, et seq. According, this Court has subject matter jurisdiction

pursuant to 28 U.S.C. §§1331 and 1338(a) & (b).

2. This Court also has supplemental jurisdiction over the Illinois state law claims pursuant to 28 U.S.C. §1367.

3. This Court has personal jurisdiction over Technocarb. On information and belief, Technocarb has significant contacts with this forum because Technocarb manufacturers (directly or indirectly through third party manufacturers) and/or assembles products that are and have been offered for sale, sold, purchased, and used in the Northern District of Illinois. On information and belief, Technocarb, directly and/or through its distribution network, places infringing devices within the stream of commerce, with the knowledge and/or understanding that such infringing devices will be sold in the Northern District of Illinois. Moreover, on information and belief, Technocarb has distributors within the Northern District of Illinois and expects or should reasonably expect its infringing actions to have consequences in the Northern District of Illinois. Therefore, exercise of jurisdiction over Technocarb will not offend traditional notions of fair play and substantial justice. Such an exercise is consistent with the Illinois long-arm statute, 735 Ill. Comp. Stat. 5/2-209 (2010).

4. Technocarb through its agreement with FEU has agreed that the laws of the State of Illinois and applicable Federal laws would govern their agreement. See Exhibit 1.

5. This Court has personal jurisdiction over Intigreen. On information and belief, Intigreen has significant contacts with this forum because Intigreen has offered for sale, sold, purchased, or used Technocarb's infringing product in the Northern District of Illinois. On information and belief, Intigreen, directly and/or through its distribution network, places infringing devices within the stream of commerce, with the knowledge and/or understanding that

such infringing devices will be sold in the Northern District of Illinois. Therefore, exercise of jurisdiction over Intigreen will not offend traditional notions of fair play and substantial justice. Such an exercise is consistent with the Illinois long-arm statute, 735 Ill. Comp. Stat. 5/2-209 (2010).

6. This Court has personal jurisdiction over Aurora. On information and belief, Aurora has significant contacts with this forum because Aurora has offered for sale, sold, purchased, or used Technocarb's infringing product in the Northern District of Illinois. On information and belief, Aurora, directly and/or through its distribution network, places infringing devices within the stream of commerce, with the knowledge and/or understanding that such infringing devices will be sold in the Northern District of Illinois. Therefore, exercise of jurisdiction over Intigreen will not offend traditional notions of fair play and substantial justice. Such an exercise is consistent with the Illinois long-arm statute, 735 Ill. Comp. Stat. 5/2-209 (2010).

7. Venue is proper in the United States District Court for the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. §1391(a)(2) & (3) and (d), in that the agreement between Technocarb and FEU was executed in Waukegan, Illinois, a substantial part of the acts giving rise to this action occurred or were transmitted from this district, the defendants place their product in the stream of commerce in Illinois and the defendant corporations are foreign companies which may be sued in any district.

INTRODUCTION

8. This is an action brought by Fire Em Up against Technocarb for Technocarb's infringement of FEU's U.S. Patent No. 7,100,582B1 (hereinafter "patent"), breach of contract,

unfair competition, and breach of the covenant of good faith and fair dealing.

9. This is an action brought by FEU against David Shea, individually and as agent for Technocarb, for infringement of FEU's patent and fraud.

10. This is an action brought by FEU against Peter Gordon, individually and as agent for Technocarb, for infringement of FEU's patent and fraud.

11. This is an action brought by FEU against Intigreen for infringement of FEU's patent.

12. This is an action brought by FEU against Aurora for infringement of FEU's patent.

13. This is an action brought by FEU against Jeff Buechler, individually and as agent for Aurora for infringement of FEU's patent and fraud.

14. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Fire Em Up demands a trial by jury of this action.

PARTIES

15. Fire Em Up, Inc. is a corporation organized and existing under the laws of the State of Illinois, having its principal place of business at 3800 Hawthorne Court, Waukegan, IL 60087.

16. Technocarb Equipment (2004) Ltd. is a limited company organized and existing under the laws of the Province of British Columbia, Canada, having its principal place of business at 4-30435 Progressive Way, Abbotsford, British Columbia, Canada V2T 6W3.

17. Upon information and belief, David Shea resides in Sparwood, British Columbia, Canada.

18. At all relevant times, David Shea was an officer, employee and/or agent of Technocarb.

19. Upon information and belief, Peter Gordon resides in British Columbia, Canada.

20. At all relevant times, Peter Gordon was an officer, employee and/or agent of Technocarb.

21. At all relevant times, Intigreen was a joint venture between Technocarb and LifeForce, organized and existing under the laws of the State of California, having its principal place of business at 485 Victor Way, Unit 16, Salinas, CA 93907.

22. At all relevant times, Aurora was a limited liability company organized and existing under the laws of the Province of British Columbia, Canada, having its principal place of business at 3-34346 Manufacturer's Way, Abbotsford, British Columbia, Canada V2S 7M1.

23. Upon information and belief, Jeffrey Buechler resides in British Columbia, Canada.

24. At all relevant times, Jeffrey Buechler was an officer, employee and/or agent of Aurora.

ALLEGATIONS COMMON TO ALL COUNTS

25. Jeffrey Bach is the inventor who invented and sought a patent for "Propane Injection Control System and Apparatus for Vehicles," patent number US 7,100,582 B1. A true and correct copy of the patent is attached to this Complaint as Exhibit 2.

26. At all relevant times, Jeffrey Bach was an Illinois resident and citizen.

27. Jeffrey Bach is the inventor of the Diesel Magnum, which was patented as "Propane Injection Control System and Apparatus for Vehicles", U.S. Patent No. 7,100,582B1.

28. After obtaining the patent, Jeffrey Bach assigned his rights to Dynamic Fuel Systems, Inc.

29. Dynamic Fuel Systems, Inc. was incorporated in the state of Illinois on April 23, 2004, and the company remains in good standing with the state.

30. Dynamic Fuel Systems, Inc. licensed Fire Em Up, Inc. to manufacture, test, sell, distribute, promote, and protect the patented product. See exhibit 3.

COUNT I: BREACH OF CONTRACT (TECHNOCARB)

31. Plaintiff re-allege and adopt paragraphs 1 through 30 above as paragraph 31 of Count I as if fully set forth herein.

32. On February 7, 2008, FEU and Technocarb entered into a Master Distributorship Agreement. A true and accurate copy of the Master Distributorship Agreement is attached as exhibit 1.

33. At all relevant times, FEU was in the business of manufacturing and marketing a product known as the Diesel Magnum TM Propane Injection System for Diesel Engines, known as the Diesel Magnum.

34. FEU entered into an agreement whereby Technocarb would be the Master Distributor of the Diesel Magnum for Fire Em Up for 5 years commencing on February 11, 2008.

35. FEU, pursuant to the agreement, released to Technocarb trade secrets, secret information and other information that may or may not have been secret that is invaluable in manufacturing, promoting and selling the product and would provide a competitor with inside information allowing it to have an unfair advantage in competing with Manufacturer. See Exhibit 1, paragraph 2.

36. Technocarb agreed not to use at any time or disclose to others any such information. See Exhibit 1, paragraph 2.

37. Technocarb also agreed that it “shall not as principal, agent, employee or otherwise, engage in or be concerned with any business activities directly or indirectly involving the use of goods in competition with those of Manufacturer within the territory or in any other place during the term of this agreement. Further, Master Distributor shall not at any time, except in performing the responsibilities of this agreement, divulge or use any confidential or business information relating to the business affairs of the Manufacturer.” See Exhibit 1, paragraph 11.

38. Technocarb breached the agreement in one or more of the following ways:

- a. Used the training and materials provided by FEU to develop its own fuel device that combines diesel and propane, known as EcoDiesel System;
- b. Copied the technology of FEU to develop its own fuel device, EcoDiesel System;
- c. Promotes and sells its own EcoDiesel System instead of using reasonable efforts to sell FEU’s Diesel Magnum; and
- d. Otherwise performed functions using the knowledge, information, and technology provided by FEU to FEU’s detriment.

39. FEU. has been damaged by the breaches of Technocarb,, through reductions in the sale of the Diesel Magnum.

WHEREFORE, Plaintiff respectfully requests that this Court enter the following relief:

- a. Order the Defendant, Technocarb, to specifically perform under the terms

- of the Agreement for the remainder of the contract;
- b. Enjoin the Defendant, Technocarb, from using the technology in any way inconsistent with Plaintiff's rights, title or ownership interests in the technology;
 - c. Enter judgment and award remedies and damages in favor of the plaintiff and against the Defendant in an amount equal to the damages caused by the breach, such amount to be determined at the time of trial, plus interests and costs;
 - d. Award Plaintiff exemplary or punitive damages as may be appropriate for Defendant's willful breaches;
 - e. Award Plaintiff's attorney fees and costs; and
 - f. Such other relief as the Court deems appropriate.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. 7,100,582 B1 (TECHNOCARB)

40. Fire Em Up incorporates by reference the preceding averments set forth in paragraphs 1-39.

41. The patent, entitled "Propane Injection Control System and Apparatus for Vehicles," was duly and lawfully issued on September 5, 2006.

42. Under the patent, Fire Em Up developed the device and trademarked it Diesel Magnum.

43. On information and belief, Technocarb has infringed and is still infringing, contributorily infringing or inducing infringement of the patent, pursuant to 35 U.S. C. §271 (a), (b), (c), and/or (g), either directly and/or indirectly, literally or under the doctrine of equivalents,

by their activities, including making, using, offering for sale and selling in the United States, and by importing into the United States, without authority, products and services, including but not limited to the EcoDiesel system.

44. Technocarb's infringing activities have caused and will continue to cause Fire Em Up irreparable harm, for which it has no adequate remedy at law, unless Technocarb's infringing activities are enjoined by this Court in accordance with 35 U.S.C. §284.

45. Fire Em Up has been and continues to be damaged by Technocarb's infringement of the patent in an amount to be determined at trial.

46. On information and belief, Technocarb's infringement of the patent is willful and deliberate, and justifies an increase in damages up to three times in accordance with 35 U.S.C. §284.

47. On information and belief, Technocarb's infringement of the patent is exceptional and entitles Fire Em Up to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

WHEREFORE, Fire Em Up respectfully requests that this Court enter an order:

- a. Directing Technocarb to cease unilaterally making, using, disclosing, producing, marketing, selling, and/or licensing the Patents without the knowledge and consent of the Plaintiff;
- b. Directing Technocarb to provide Plaintiff with an accounting of any and all revenue generated as a result of its use, sale, licensing, marketing, or otherwise arising out of or related to the Patent, including but not limited to the EcoDiesel System;
- c. Judgment be entered that Technocarb has infringed on the patent;

d. Judgment be entered permanently enjoining Technocarb, its directors, officers, agents, servants and employees, and those acting in privity or in concert with them, and their subsidiaries, divisions, successors and assigns, from further acts of infringement, contributory infringement, or inducement of infringement of the patent;

e. Judgment be entered awarding Fire Em Up all damages adequate to compensate it for Technocarb's infringement of the patent including all pre-judgment interest and post judgment interest at that maximum rate permitted by law;

f. Judgment be entered the Technocarb's infringement of the patent is willful and deliberate, and therefore, that Fire Em Up is entitled to triple damages as provided by 35 U.S.C. §284;

g. Judgment be entered that Technocarb's infringement of the patent is willful and deliberate, and therefore, that this is an exceptional case entitling Fire Em Up to an award of its attorneys' fees for bringing and prosecuting this action, together with interest, and costs of the action, pursuant to 35 U.S.C. §285; and

h. Judgment be entered awarding Fire Em Up such other and further relief as this Court may deem just and proper.

COUNT III: INFRINGEMENT OF U.S. PATENT NO. 7,100,582 B1 (INTIGREEN)

48. Fire Em Up incorporates by reference the preceding averments set forth in paragraphs 1-30.

49. The patent, entitled "Propane Injection Control System and Apparatus for Vehicles," was duly and lawfully issued on September 5, 2006.

50. Under the patent, Fire Em Up developed the device and trademarked it Diesel

Magnum.

51. On information and belief, Intigreen has infringed and is still infringing, contributorily infringing or inducing infringement of the patent, pursuant to 35 U.S. C. §271 (a), (b), (c), and/or (g), either directly and/or indirectly, literally or under the doctrine of equivalents, by their activities, including making, using, offering for sale and selling in the United States, and by importing into the United States, without authority, products and services, including but not limited to the EcoDiesel system.

52. Intigreen's infringing activities have caused and will continue to cause Fire Em Up irreparable harm, for which it has no adequate remedy at law, unless Intigreen's infringing activities are enjoined by this Court in accordance with 35 U.S.C. §284.

53. Fire Em Up has been and continues to be damaged by Intigreen's infringement of the patent in an amount to be determined at trial.

54. On information and belief, Intigreen's infringement of the patent is willful and deliberate, and justifies an increase in damages up to three times in accordance with 35 U.S.C. §284.

55. On information and belief, Intigreen's infringement of the patent is exceptional and entitles Fire Em Up to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

WHEREFORE, Fire Em Up respectfully requests that this Court enter an order:

a. Directing Intigreen to cease unilaterally making, using, disclosing, producing, marketing, selling, and/or licensing the Patents without the knowledge and consent of the Plaintiff;

b. Directing Intigreen to provide Plaintiff with an accounting of any and all revenue generated as a result of its use, sale, licensing, marketing, or otherwise arising out of or related to the Patent, including but not limited to the EcoDiesel System;

c. Judgment be entered that Intigreen has infringed on the patent;

d. Judgment be entered permanently enjoining Intigreen, its directors, officers, agents, servants and employees, and those acting in privity or in concert with them, and their subsidiaries, divisions, successors and assigns, from further acts of infringement, contributory infringement, or inducement of infringement of the patent;

e. Judgment be entered awarding Fire Em Up all damages adequate to compensate it for Intigreen's infringement of the patent including all pre-judgment interest and post judgment interest at that maximum rate permitted by law;

f. Judgment be entered the Intigreen's infringement of the patent is willful and deliberate, and therefore, that Fire Em Up is entitled to triple damages as provided by 35 U.S.C. §284;

g. Judgment be entered that Intigreen's infringement of the patent is willful and deliberate, and therefore, that this is an exceptional case entitling Fire Em Up to an award of its attorneys' fees for bringing and prosecuting this action, together with interest, and costs of the action, pursuant to 35 U.S.C. §285; and

h. Judgment be entered awarding Fire Em Up such other and further relief as this Court may deem just and proper.

COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 7,100,582 B1 (AURORA)

56. Fire Em Up incorporates by reference the preceding averments set forth in

paragraphs 1-30.

57. The patent, entitled “Propane Injection Control System and Apparatus for Vehicles,” was duly and lawfully issued on September 5, 2006.

58. Under the patent, Fire Em Up developed the device and trademarked it Diesel Magnum.

59. On information and belief, Aurora has infringed and is still infringing, contributorily infringing or inducing infringement of the patent, pursuant to 35 U.S. C. §271 (a), (b), (c), and/or (g), either directly and/or indirectly, literally or under the doctrine of equivalents, by their activities, including making, using, offering for sale and selling in the United States, and by importing into the United States, without authority, products and services, including but not limited to the EcoDiesel system.

60. Aurora’s infringing activities have caused and will continue to cause Fire Em Up irreparable harm, for which it has no adequate remedy at law, unless Aurora’s infringing activities are enjoined by this Court in accordance with 35 U.S.C. §284.

61. Fire Em Up has been and continues to be damaged by Aurora’s infringement of the patent in an amount to be determined at trial.

62. On information and belief, Aurora’s infringement of the patent is willful and deliberate, and justifies an increase in damages up to three times in accordance with 35 U.S.C. §284.

63. On information and belief, Aurora’s infringement of the patent is exceptional and entitles Fire Em Up to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. §285.

WHEREFORE, Fire Em Up respectfully requests that this Court enter an order:

- a. Directing Aurora to cease unilaterally making, using, disclosing, producing, marketing, selling, and/or licensing the Patents without the knowledge and consent of the Plaintiff;
- b. Directing Aurora to provide Plaintiff with an accounting of any and all revenue generated as a result of its use, sale, licensing, marketing, or otherwise arising out of or related to the Patent, including but not limited to the EcoDiesel System;
- c. Judgment be entered that Aurora has infringed on the patent;
- d. Judgment be entered permanently enjoining Aurora, its directors, officers, agents, servants and employees, and those acting in privity or in concert with them, and their subsidiaries, divisions, successors and assigns, from further acts of infringement, contributory infringement, or inducement of infringement of the patent;
- e. Judgment be entered awarding Fire Em Up all damages adequate to compensate it for Aurora's infringement of the patent including all pre-judgment interest and post judgment interest at that maximum rate permitted by law;
- f. Judgment be entered the Aurora's infringement of the patent is willful and deliberate, and therefore, that Fire Em Up is entitled to triple damages as provided by 35 U.S.C. §284;
- g. Judgment be entered that Aurora's infringement of the patent is willful and deliberate, and therefore, that this is an exceptional case entitling Fire Em Up to an award of its attorneys' fees for bringing and prosecuting this action, together with interest, and costs of the action, pursuant to 35 U.S.C. §285; and

h. Judgment be entered awarding Fire Em Up such other and further relief as this Court may deem just and proper.

COUNT V: TRADE SECRET MISAPPROPRIATION (TECHNOCARB)

64. Plaintiff realleges and adopts paragraphs 1 through 47 above as paragraph 64 of Count V as if fully set forth herein.

65. As the Master Distributor of the Diesel Magnum, Technocarb had and was privy to Fire Em Up's research and development efforts, marketing strategy, scientific and technical standards, customer support, computer software, training, Diesel Magnum components, and numerous trade secrets owned by the Plaintiff.

66. Fire Em Up's trade secrets include, but are not limited to, their lists of current and prospective customers, lists of current or prospective suppliers, lists of their current and prospective business partners, combinations or compilations of materials necessary to create the Diesel Magnum or perform certain services, programs, methods, techniques and devices used by Fire Em Up in creating the Diesel Magnum and rendering its services, financial data, marketing plans and advertising strategies, and various other proprietary, confidential, and non-public information from which Fire Em Up obtains revenue and competitive advantage.

67. Most importantly, all of the products and services marketed by Fire Em Up require the use of the software technology the components and sequence of which is secret and known only to Jeffrey Bach, Fire Em Up, and Plaintiff's software developer.

68. Technocarb has used and continues to use the trade secrets of Fire Em Up to:

- a. solicit current and potential Fire Em Up customers to purchase and use the Technocarb product;

- b. obtain supplies from Fire Em Up suppliers to produce competing and infringing products;
- c. misdirect business from Fire Em Up to Technocarb; and
- d. gain a competitive advantage for Technocarb to the detriment of Fire Em Up.

69. The actions of Technocarb constitute trade secret misappropriation in violation of the Illinois Trade Secrets Act, 765 ILCS 1065/2.

70. The Plaintiff has suffered harm as a result of Technocarb's trade secret misappropriation which is irreparable and continuing.

WHEREFORE, Plaintiff prays that this Court enters an order:

- a. Directing Technocarb to cease unilaterally making, using, disclosing, producing, marketing, selling, and/or licensing the Plaintiff's trade secrets;
- b. Directing Technocarb to provide the Plaintiff with an accounting of any and all revenue generated as a result of his use, sale, licensing, marketing, or otherwise arising out of or related to the trade secrets and the technology;
- c. Disgorging Technocarb of any and all revenue generated as a result of their misappropriation of, misuse of, and infringement upon the Plaintiff's trade secrets and proprietary and confidential information;
- d. Enter Judgment for the Plaintiff and awarding the plaintiff exemplary or punitive damages as may be appropriate for Defendant's willful misappropriation of Plaintiff's trade secrets;
- e. Awarding plaintiff's attorney fees and costs;

f. Awarding judgment in favor of the plaintiff for damages arising out of Defendant's misappropriation of Plaintiff's trade secrets; and

g. Such other relief as the Court deems appropriate.

COUNT VI: CONVERSION (TECHNOCARB)

71. Plaintiff realleges and adopts paragraphs 64 through 70 above as paragraph 71 of Count VI as if fully set forth herein.

72. On information and belief, Technocarb individually or through a separate entity in which Fire Em Up has no interest, has been and is marketing and selling rights and benefits arising out of the technology that belongs to Fire Em Up and Bach.

73. The Defendant has converted the technology to its own benefit.

74. The plaintiff has been damaged by the defendant's conversion of the technology.

WHEREFORE, the plaintiff prays that this Court enter judgment in its favor and against Technocarb for damages arising out of Technocarb's conversion.

COUNT VII: FRAUD (ALL DEFENDANTS)

75. Plaintiff realleges and adopts paragraphs 1 through 74 above as paragraph 75 of Count VII as if fully set forth herein.

76. Defendants Shea and Gordon acted in concert and individually to convince FEU that they were working to expand the Plaintiff's corporation.

77. Defendants Shea and Gordon through Technocarb entered into a relationship with the Plaintiff to distribute its product, Diesel Magnum.

78. Defendants Shea and Gordon signed the Master Distributor Agreement on behalf of Technocarb in February 2008.

79. Defendants Shea, Gordon and Technocarb signed the agreement with the intent to gain access to Plaintiff's product knowledge, suppliers, product issues and trade secrets for the purpose of developing their own competitive product, i.e. EcoDiesel.

80. In February 2008, while under the Master Distributor Agreement for the Diesel Magnum, Shea and Gordon acting individually and in concert with each other worked on developing a competitive product, EcoDiesel, to be put out by Technocarb.

81. From February 2008 to approximately June 2009, Shea and Gordon engaged employees of FEU in several conversations and communications under the subterfuge of assisting them to make Diesel Magnum into a better product.

82. During the course of these conversations and communications, defendants Shea, Gordon and Technocarb obtained knowledge of component specifications, suppliers and technical issues dealing with the Diesel Magnum.

83. Defendants Shea, Gordon and Technocarb used the knowledge obtained from FEU to develop a competitive product, EcoDiesel.

84. As part of the Defendants Shea, Gordon and Technocarb's scheme to defraud the Plaintiff, Gordon and Shea enlisted the aid of Defendants Aurora and Jeffrey Buechler to develop and manufacture the competitive product, EcoDiesel.

85. Defendants Shea, Gordon and Technocarb provided to Defendants Aurora and Buechler the Plaintiff's proprietary information including component specifications, suppliers and technical issues with Diesel Magnum.

86. Defendants Aurora and Buechler knew of the Plaintiff's patent and that their actions contradicted Defendants Shea, Gordon and Technocarb's Master Distributorship

Agreement with the plaintiff.

87. Defendant Buechler and his corporation, Aurora, had full knowledge of Defendants Shea, Gordon and Technocarb's plans to compete against the Plaintiff's product.

88. The defendants assisted and participated in scheming the plaintiff out of its rights.

89. The information that the defendants fraudulently obtained from the plaintiff was used to create the EcoDiesel, which carries the Technocarb name, was and is manufactured by Aurora for distribution and sale through Technocarb using all of the development knowledge they obtained from the Plaintiff concerning the Diesel Mangum.

90. The plaintiff has and continues to be damaged, primarily through lost sales, by the defendants actions.

WHEREFORE, Plaintiff prays that this Court enters an order:

- a. Directing the defendants to cease making, using, disclosing, producing, marketing, selling, and/or licensing the Plaintiff's trade secrets;
- b. Directing the Defendants to provide the Plaintiff with an accounting of any and all revenue generated as a result of his use, sale, licensing, marketing, or otherwise arising out of or related to the trade secrets and the technology;
- c. Disgorging the Defendants of any and all revenue generated as a result of their fraudulent use of Plaintiff's trade secrets, proprietary and confidential information;
- d. Awarding judgment in favor of the plaintiff for damages arising out of Defendants' fraudulent activities;
- e. Enter Judgment for the Plaintiff and awarding the plaintiff exemplary or punitive damages as may be appropriate for Defendants' fraudulent activities;

- f. Awarding plaintiff's attorney fees and costs;
- g. Such other relief as the Court deems appropriate.

COUNT VIII: ACCOUNTING (ALL DEFENDANTS)

91. Plaintiff realleges and adopts paragraphs 1 through 90 above as paragraph 91 of Count VIII as if fully set forth herein.

92. The plaintiff is entitled to an accounting and/or audit of the uses of the technology and patent by the defendants and each of them.

93. Accordingly, the plaintiff demands an accounting of any and all costs, expenditures, assets, liabilities, contracts, future income, and any other financial information in Defendants Technocarb, Shea, Gordon, Aurora, Buechler, and Intigreen's possession or control arising out of either its marketing or use of the technology or patent of FEU.

WHEREFORE, the Plaintiff prays that this Court enter an order:

- a. Directing the Defendants and each of them to cease unilateral marketing, use, expenditure, solicitation, or sales arising out of the Plaintiff's assets including but not limited to any part of the technology or patent;
- b. Directing the Defendants and each of them to provide the Plaintiff with books, records, and accounts in the Defendant's possession or control in connection with their marketing, use or sale of the Plaintiff's assets including but not limited to any part of the technology or patent;
- c. Provide a full accounting; and
- d. Directing the Defendants and each of them to cease unilateral marketing, use, or sale of the Plaintiff's assets, including but not limited to the Technology, without the Plaintiff's

consent.

Respectfully Submitted,

s/ Kevin B. Rogers
Attorney for the Plaintiff

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