

Carolina 29585 and doing business at 1040 North Kings Highway, Cherry Hill, New Jersey 08034.

JURISDICTION AND VENUE

3. This Court has subject jurisdiction over Count I of the complaint in that the cause of action stated therein arises under the Patent Laws of the United States and more particularly 35 U.S.C. §297(b). Jurisdiction is also proper under 28 U.S.C. §1331. This Court has jurisdiction over Counts II and III under 28 U.S.C. §1367. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b).

COUNT I

IMPROPER AND DECEPTIVE INVENTION PROMOTION

4. At all times relevant hereto, Advent was an “invention promoter” as set forth in 35 U.S.C. §297(c)(3).

5. At all times relevant hereto, Pappalardo was a “customer” as set forth in 35 U.S.C. §297(c)(2).

6. In the latter part of 2004, Pappalardo responded to an advertisement by Advent and met with a representative of Advent at Advent’s offices in Cherry Hill, New Jersey, to discuss his invention.

7. At the meeting, Advent led Pappalardo to believe that he had a great invention that would make him a great deal of money.

8. At the meeting, Advent induced Pappalardo to pay it \$595 for a Product Profile Report which included a patentability search conducted through the U.S. Patent and Trademark Office records.

9. In January 2005, Pappalardo received a “legal protection report” from an agent for Advent. While quite lengthy, the report is substantially boilerplate providing very little specific information about Pappalardo’s invention. Despite the fact that numerous prior patents exist that are very similar to Pappalardo’s invention, and despite the fact that no meaningful patent protection could possibly be obtained for the same, the report recommends that a patent application be filed.

10. Based on the “legal protection report” Pappalardo was induced by Advent to pay Advent approximately \$9,000 to enter into a representation agreement.

11. The representation agreement was a “contract for invention promotion services” as set forth in 35 U.S.C. §297(c)(1).

12. Prior to entering into an agreement with Advent, Advent failed to disclose to Pappalardo any of the information required by 35 U.S.C. §297(a).

13. Advent holds itself out as being knowledgeable and experienced in the business of assisting and aiding inventors in submitting inventions, products or ideas to industry. Accordingly, it knew or should have known that no company would pay Pappalardo for an idea for which meaningful patent protection was not available. Advent, however, failed to disclose this information to Pappalardo.

14. Had Advent advised Pappalardo of the foregoing, he would not have entered into an agreement with Advent and would not have incurred the expenses and debt relating thereto.

15. Advent's failure to provide the foregoing information to Pappalardo clearly represents omissions of material facts in violation of 35 U.S.C. §297(b) which has caused injury to Pappalardo.

COUNT II

Violation of the New Jersey Consumer Fraud Act

16. The allegations of paragraphs 1-15 are repeated as if fully set forth herein.

17. The actions of Advent complained of above also constitute violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

COUNT III

Common Law Fraud

18. The allegations of paragraphs 1-17 are repeated as if fully set forth herein.

19. The actions of Advent complained of above also constitute common law fraud.

WHEREFORE, Pappalardo prays for judgment against Advent as follows:

A. A judgment in the amount of no less than \$9,600 plus interest for violation of 35 U.S.C. §297(b).

B. A judgment in the amount of no less than \$9,600 plus interest for violation of the New Jersey Consumer Fraud Act.

C. Treble damages in the amount of no less than \$28,800 pursuant to 35 U.S.C. §297(b)(2).

D. Treble damages in the amount of no less than \$28,800 pursuant to N.J.S.A. 56:8-19.

- E. Punitive damages.
- F. Costs of this action.
- G. Reasonable attorney's fees.
- H. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury with respect to all issues so triable.

NORMAN E. LEHRER, P.C.

By: /s/ Norman E. Lehrer
Norman E. Lehrer
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