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CONVEYING PARTY DATA

Name	Execution Date
ROC LASTINGER	07/12/2013
BRIAN C. WOODBURY	07/12/2013

RECEIVING PARTY DATA

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State/Country:	INDIANA
Postal Code:	47006

PROPERTY NUMBERS Total: 3

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DATE SIGNED:	05/02/2019

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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

HILL-ROM SERVICES, INC.,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. 1:17-cv-04725-WTL-MJD
)	
TELLISENSE MEDICAL, LLC,)	
ENCOMPASS GROUP LLC, ROBERT)	
UFFORD, HELVETIA WIRELESS,)	
LLC, ROC LASTINGER, BRIAN)	
WOODBURY, and CONVERGENCE)	
SYSTEMS LIMITED,)	
)	
<i>Defendants.</i>)	

FIRST AMENDED COMPLAINT

Plaintiff Hill-Rom Services, Inc. (“Hill-Rom”) sues Defendants Tellisense Medical, LLC (“Tellisense”), Encompass Group, LLC (“Encompass”), Robert Ufford (“Ufford”), Helvetia Wireless, LLC (“Helvetia”), Roc Lastinger (“Lastinger”), Brian Woodbury (“Woodbury”), and Convergence Systems Limited (“Convergence”) (collectively, referred to herein as “Defendants”), and alleges as follows:¹

NATURE OF THE ACTION

1. This is a civil action for damages, injunctive relief, indemnification, declaratory relief, and other relief arising from, *inter alia*, Defendants’ breaches of contractual obligations to assign intellectual property rights to Plaintiff relating to work conducted for Plaintiff and paid for by Plaintiff, torts, and statutory violations relating to the misappropriation of Plaintiff’s trade secrets.

¹ Hill-Rom files this First Amended Complaint as a matter of right pursuant to Fed.R.Civ.P. 15(a)(1)(A).

PARTIES

2. Plaintiff Hill-Rom is an Indiana corporation with a principal place of business in Indiana.

3. Defendant Tellisense is a Delaware limited liability company with a principal place of business in Georgia.

4. Defendant Encompass is a Delaware limited liability company with a principal place of business in Georgia.

5. Defendant Ufford is a citizen of Georgia.

6. Defendant Helvetia is a Delaware limited liability company with a principal place of business in Arizona.

7. Defendant Lastinger is a citizen of Arizona.

8. Defendant Woodbury is a citizen of Arizona.

9. Defendant Convergence is a company organized under the laws of the Hong Kong Special Administrative Region and has its headquarters in the Hong Kong Special Administrative Region.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction under 28 U.S.C. § 1331, as this matter arises under the laws of the United States. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because those claims are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy.

11. At all relevant times, Defendants conducted business in the State of Indiana, conducted transactions in Indiana, supplied or contracted to supply services rendered or to be

rendered in Indiana, supplied or contracted to supply goods or materials furnished or to be furnished in Indiana, and attended meetings in Indiana pertaining to the claims and allegations set forth herein.

12. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this judicial district.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

13. Plaintiff Hill-Rom is a health care company that provides a range of patient care solutions in a variety of areas, including the design, manufacture, and sale of, among other things, hospital beds for use by hospitalized and bedridden patients.

14. Hill-Rom possesses economically valuable non-public information and intellectual property, including but not limited to information which relates to products, technologies, processes, business, plans, ideas, concepts, strategies, data, trade secrets, designs, research and development, equipment, software, drawings, specifications, documents, files, and know-how (collectively "Confidential Information"). Hill-Rom's Confidential Information pertains to, *inter alia*, incontinence detection technologies and systems for use with hospital beds that enhance patient outcomes and support caregivers.

15. To assist healthcare personnel with the detection of incontinence events in hospital beds, for several years Hill-Rom has been working on the development of moisture detection systems that would detect and signal the presence of incontinence events to healthcare personnel. Incontinence events can be a major concern for patients in a hospital setting and their treatment is an important aspect of patient care. Since as early as 1993, Hill-Rom has worked in the area of development of incontinence detection technologies.

16. In 2011, Hill-Rom began a new project to develop incontinence event detection technology and systems (the “Project”). As part of the Project, Hill-Rom evaluated available products and technologies, as well as the clinical environment and the needs of caregivers, and concluded that an innovative solution that promptly identifies and reports an incontinence event would improve patient outcomes and assist caregivers. Prompt intervention is important to prevent skin breakdown after an incontinence event.

17. The Project was to be conducted at the direction of Hill-Rom and was paid for by Hill-Rom.

18. Based upon its extensive research and development work, Hill-Rom conceived and developed a unique set of requirements for the Project. Through its research, Hill-Rom determined that there was no product or system on the market that satisfied its requirements and Hill-Rom recognized a demand for its system requirements in the marketplace.

19. Hill-Rom’s incontinence detection system’s requirements and the ideas, inventions, discoveries, designs, systems, software, concepts, and information conceived and developed in the course of the Project are Hill-Rom’s trade secrets.

20. In or around the spring of 2013, Encompass introduced Hill-Rom to Tellisense, Ufford, and Lastinger, and Hill-Rom entered into negotiations and discussions with Encompass, Tellisense, Ufford, and Lastinger to act as development consultants for the Project.

21. At all relevant times, Ufford and Lastinger held themselves out to Hill-Rom as principals, agents, employees, and representatives of Tellisense.

22. Hill-Rom disclosed Confidential Information and its trade secrets, orally and in writing, to Tellisense, Lastinger, Ufford, and Encompass, including but not limited to its

requirements for the Project and by providing them with at least one iteration of a Statement of Work (“SOW”) for the Project.

23. In or about July 2013, Hill-Rom sent Encompass, Tellisense, Ufford, and Lastinger a SOW that set forth the purpose and requirements of the Project. The SOW set forth, *inter alia*, certain technical requirements that were confidential and proprietary to Hill-Rom and constituted Hill-Rom trade secrets. Every page of the SOW contains a footer stating, “The information herein is confidential and must not be made public, copied or used to the disadvantage of the Hill-Rom Company.”

24. Upon information and belief, on or about July 16, 2013, Lastinger formed Helvetia or caused Helvetia to be formed.

25. Lastinger formed Helvetia for the purpose of receiving intellectual property conceived and developed for the Project.

26. At all relevant times, Woodbury was an agent, employee, representative, and/or principal of Helvetia.

27. On or about July 22, 2013, Encompass, Tellisense, Ufford, and Lastinger responded to the SOW in writing (the “July 2013 SOW Response”). Encompass, Tellisense, Ufford, and Lastinger sent the July SOW 2013 Response to Hill-Rom employees involved in the Project, including Steve Dixon and Dave Ribble.

28. In their July 2013 SOW Response, Encompass, Tellisense, Ufford, and Lastinger represented to Hill-Rom that Tellisense was a joint venture of Defendant Encompass and another entity, the Sivix Group. Upon information and belief, Ufford was a principal and/or owner of Sivix Group.

29. In their July 2013 SOW Response, Encompass, Tellisense, Ufford, and Lastinger represented to Hill-Rom that Lastinger and Ufford were Tellisense's "Principals."

30. In their July 2013 SOW Response, Encompass, Tellisense, Ufford, and Lastinger described Lastinger's experience and set forth a number of Lastinger's patents and patent applications. None of the patents and patent applications disclose an invention in the field of incontinence detection.

31. In their July 2013 SOW Response, Encompass, Tellisense, Ufford, and Lastinger represented to Hill-Rom that "IP clarification will be stated in contract."

32. On or about September 11, 2013, after continued discussions about the Project and the disclosure by Hill-Rom to Encompass, Tellisense, Ufford, and Lastinger of its Confidential Information and trade secrets, Hill-Rom and Tellisense, Ufford and Encompass entered into a master services agreement (the "Service Agreement").

33. The Service Agreement has an effective date of June 3, 2013.

34. Encompass, Tellisense, and Ufford are referred to in the Service Agreement, individually and collectively, as "Company." Accordingly, Encompass, Tellisense, and Ufford are referred to herein, individually and collectively, as "Company."

35. Hill-Rom entered into the Service Agreement in reliance upon the representations of Encompass, Tellisense, Ufford, and Lastinger concerning the Project and their treatment of Hill-Rom's Confidential Information and trade secrets, their representations in the July 2013 SOW Response, their discussions about the Project, and these Defendants' disclosure of their pre-existing intellectual property.

36. Under the Service Agreement, Tellisense, Encompass, and Ufford, and their agents, servants and employees, agreed to perform the services set forth in the SOW, which in

conjunction with the Service Agreement, described the terms and the scope of the services to be provided for the Project, subject to the terms and conditions set forth in the Service Agreement and the SOW.

37. In September 2013, Encompass, Tellisense, Ufford, and Lastinger sent Hill-Rom a revised written response to the SOW (the “September 2013 SOW Response”). Encompass, Tellisense, Ufford, and Lastinger sent the September SOW 2013 Response to Hill-Rom employees involved in the Project, including Steve Dixon and Dave Ribble.

38. The September 2013 SOW Response contains many of the same representations to Hill-Rom as the July 2013 SOW Response. In addition, the September 2013 SOW Response states, “IP clarification is per MSA agreement.” “MSA agreement” is a reference to the Service Agreement.

39. In the Service Agreement, Tellisense, Encompass, and Ufford agreed to hold and maintain Hill-Rom’s Confidential Information in the strictest confidence, to disclose Hill-Rom’s Confidential Information only as needed to their employees, agents or advisors to facilitate the performance of the Service Agreement, and only where such employees, agents or advisors had agreed to maintain Hill-Rom’s Confidential Information in confidence in accordance with terms equivalent to those in the Service Agreement itself.

40. In the Service Agreement, Tellisense, Encompass, and Ufford agreed that they would not use any Confidential Information for the benefit of anyone other than Hill-Rom, except with Hill-Rom’s written consent.

41. In the Service Agreement, Tellisense, Encompass, and Ufford agreed that Hill-Rom would own all rights in any intellectual property, patentable or not, that was conceived of or

developed in connection with or in the course of the performance of the Service Agreement, the SOW, and as a result of receiving information or property from Hill-Rom.

42. In the Service Agreement, Tellisense, Encompass, and Ufford agreed, along with their officers, employees and other agents, to assign to Hill-Rom all rights, title, and interests to any such intellectual property, and to execute, acknowledge and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any patent applications or patents for such intellectual property.

43. Under Section 7(a) of the Service Agreement, Hill-Rom and Company were to retain ownership of all patents, patent applications, copyrights, trademarks, trade secrets, and intellectual property owned by them prior to the June 3, 2013 effective date.

44. A purpose of Section 7(a) was for Company to fully disclose its pre-existing intellectual property to Hill-Rom relevant to the Project, so as to avoid any doubts as to what intellectual property Company owned before entering into the Service Agreement. Any intellectual property not disclosed by Company in Section 7(a) that was conceived, developed, or derived from the performance of the Project belongs to Hill-Rom under the terms of the Service Agreement.

45. In Section 7(a), the Company identified intellectual property, patents, and U.S. patent publication numbers that it would retain ownership of.

46. Hill-Rom relied on the Company's identification of intellectual property in Section 7(a) of the Service Agreement, none of which describes intellectual property concerning incontinence detection technology, as the intellectual property that was purportedly owned by Company, its principals, employees, and agents, at the time that Hill-Rom and Company entered into the Service Agreement.

47. Tellisense, Encompass, and Ufford agreed in Section 7(b) of the Service

Agreement as follows:

Intellectual Property. Company shall inform Hill-Rom promptly and fully, by written reports, of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Company, either solely or jointly with others in the course of creating the Deliverables or otherwise performing its obligations under the Statement of Work, or as a result of receiving information or property from Hill-Rom or Hill-Rom's direction or request or expense, (collectively "Intellectual Property"). Hill-Rom shall own all rights in and to such Intellectual Property, whether patentable or not, and to each U.S. and foreign patent issuing from any patent application based thereon. Company, and its officers, employees, or other agents, hereby assign to Hill-Rom all of their respective rights, title, and interests in and to such Intellectual Property, any applications for United States or foreign Letters Patent covering such Intellectual Property, any applications for United States or foreign Letters Patent issuing therefrom, and any renewals thereof. Company shall execute, acknowledge, and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any Patent Applications or patents covering Intellectual Property and shall execute, acknowledge, and execute and deliver to Hill-Rom any documents, including assignment documents, necessary to confirm that Hill-Rom is the owner of all rights in and to each U.S. and foreign patent application and resulting patent.

48. Under Section 7(b), Defendants assigned Intellectual Property, as defined by the Service Agreement, to Hill-Rom at the time of conception, and all purported assignments by Defendants of all such Intellectual Property to a person or entity other than Hill-Rom are null and void.

49. Tellisense, Encompass, and Ufford further agreed in Section 7(e) of the Service

Agreement that:

Additional Documentation. Company further agrees that it will execute, and will have its employees and/or agents involved execute, all necessary documents and render sufficient technical

support and cooperation to enable Hill-Rom to obtain patent, copyright, and/or other protection of such Intellectual Property and Works. Company further agrees to provide all assistance reasonably requested by Hill-Rom in the establishment, preservation and enforcement of Hill-Rom's intellectual property or industrial rights, such assistance to be provided at Hill-Rom's expense, but without any additional compensation to Company.

50. Tellisense, Encompass, and Ufford further agreed in Section 7(g) of the Service

Agreement as follows:

Delivery. Hill-Rom shall own all versions of all specifications related to the Product, prototype, Deliverables, Intellectual Property and Works, including the Requirements. At any time upon Hill-Rom's request, Company shall deliver to Hill-Rom copies of all Deliverables, Intellectual Property and Works, whether prepared by Company or by employees or agents of Company under the Statement of Work.

51. Tellisense, Encompass, and Ufford further agreed in Section 11 of the Service

Agreement as follows:

Indemnification. Notwithstanding anything herein to the contrary and in addition to any other right and remedies available to Hill-Rom by law or elsewhere in the Agreement, Company shall indemnify, defend, and hold harmless Hill-Rom and its respective shareholders, employees, officers, directors, agents, suppliers and representatives, from and against any and all claims, actions, damages, costs and losses, expenses (including attorney's fees and court costs) penalties, fines, obligations and liabilities of any kind (including damage to the environment), (collectively, "Losses"), relating to or arising out of (i) any negligence or willful misconduct of Company or Company's employees, agents, subcontractors or assigns; (ii) breach of any representation, warranty or covenant of Company contained herein; (iii) violations of law by Company or Company's employees, agents, subcontractors or assigns in the performance of the Contract or while entering, being present at, or leaving Hill-Rom property; (iv) any claim or litigation which asserts or is based upon any alleged design or manufacturing defect, negligence, failure to warn, or breach of warranty relating to Company's Services; (v) any and all liens and encumbrances arising out of or related to Company's

performance of the Contract or the performance of Company's or Company's employees, agents, subcontractors or assigns on behalf of Company; or (vi) any knowing infringement of intellectual property rights relating in any way to Company, this Agreement, or the Product (whether by the Product alone, in use, or in combination with other products or components).

52. Tellisense, Encompass, and Ufford further agreed in Section 12(k) of the Service Agreement as follows:

Duty to Bind Employees and Agents. In addition to any written agreements expressly required herein, Company shall obtain and maintain in effect written agreements with each of its employees, contractors, agents and vendors who participate in rendering Services hereunder. Such agreements shall contain terms sufficient for Company to comply with all obligations of this Agreement and to support all grants and assignments of rights and ownership of intellectual property rights hereunder. All such agreements shall inure to the benefit of Hill-Rom. Upon request, Company shall provide to Hill-Rom copies of the written agreements with its employees required under this provision.

53. As a principal of Tellisense, Lastinger had knowledge of and was bound by the obligations of Tellisense and Company under the Service Agreement.

54. As a party to the Tellisense joint venture, Encompass is liable for the acts and omissions, torts, and breaches of contract of the joint venture, its agents, employees, contractors and subcontractors, and people acting on behalf of the joint venture.

55. Hill-Rom performed all of its obligations under the Service Agreement.

56. The Company entered into agreements with Helvetia, Lastinger, and Woodbury, as required by the Service Agreement, that contain terms and obligations sufficient for the compliance with the Service Agreement, including with regard to the protection of Hill-Rom's Confidential Information and the assignment to Hill-Rom of all intellectual property conceived and developed in the performance of the Project.

57. Alternatively, in the event that no such agreements were entered into, Helvetia, Lastinger, and Woodbury are bound by the terms of the Service Agreement and SOW by virtue of Hill-Rom's disclosure to them of its Confidential Information and trade secrets for purposes of their engaging in work on the Project, their involvement in and work on the Project, and their conduct and representations with regard to the use of Hill-Rom's Confidential Information and trade secrets for the Project, and Hill-Rom's reliance on their conduct and representations.

58. Convergence holds itself out as a leading design engineering and sales company of RFID readers, antennas, RFID modules, and specialty RFID tags.

59. Convergence did not have experience in the field of incontinence detection prior to its involvement in the Project.

60. Company, Helvetia, and Lastinger entered into agreements with Convergence, as required by the Service Agreement, that contain terms and obligations sufficient for the compliance with the Service Agreement, including with regard to the protection of Hill-Rom's Confidential Information and the assignment to Hill-Rom of all intellectual property conceived and developed in the performance of the Project.

61. Alternatively, in the event that no such agreements were entered into, Convergence is bound by the terms of the Service Agreement and SOW by virtue of Hill-Rom's disclosure to it of its Confidential Information and trade secrets for purposes of Convergence engaging in work on the Project, its involvement in and work on the Project, and its conduct and representations with regard to the use of Hill-Rom's Confidential Information and trade secrets for the Project, and Hill-Rom's reliance on its conduct and representations.

62. In the course of the Project, in reliance on Defendants' representations and conduct and the duties and obligations imposed on Defendants, contractual and otherwise, Hill-

Rom disclosed its Confidential Information and trade secrets to Defendants, their contractors, employees, and agents, so that they could perform services for the Project.

63. In the course of the Project, Hill-Rom and Defendants worked in concert on Hill-Rom's incontinence event detection system.

64. In the course of working on the Project, Defendants conceived and developed information, inventions, ideas, trade secrets, concepts, designs, devices, software, systems and methods for detecting and signaling incontinence events, including through the use of Hill-Rom's Confidential Information, that belong to Hill-Rom.

The Misappropriation of Hill-Rom's Trade Secrets by Helvetia, Lastinger and Woodbury

65. During the course of the Project, unbeknownst to Hill-Rom, Defendants Helvetia, Lastinger, and Woodbury misappropriated Hill-Rom's trade secrets, Confidential Information, ideas, concepts, designs, software, systems and methods, and used and disclosed this information without Hill-Rom's consent to apply for at least five United States patents, and to date, at least two additional continuation patent applications.

66. On July 12, 2013, Helvetia, Lastinger, and Woodbury filed a provisional patent application with the United States Patent & Trademark Office ("PTO") that names Lastinger and Woodbury as co-inventors and bears provisional application number 61/845,459. The title of the provisional patent application is Method and Apparatus for Moisture Detection.

67. On July 10, 2014, Helvetia, Lastinger and Woodbury filed a non-provisional application entitled Method and Apparatus for Moisture Detection. Lastinger and Woodbury are named as co-inventors on the non-provisional application. Lastinger and Woodbury purportedly assigned their right, title, and interest in this patent application to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignment with the PTO.

68. Along with this patent application, Lastinger, Woodbury, and Helvetia filed a non-publication request so that the application would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom's Confidential Information and trade secrets to prosecute this patent application. On or after May 11, 2016, Helvetia, Lastinger, and Woodbury prosecuted this patent application by, *inter alia*, submitting amended claims to the PTO and responding to the PTO's rejections of their patent application by, *inter alia*, submitting remarks that describe the claimed inventions and that purport to distinguish them from the prior art.

69. On August 1, 2017, the patent application issued as United States Patent No. 9,719,951 (the "'951 Patent"), entitled Method and Apparatus for Moisture Detection.

70. The inventions disclosed and claimed in the '951 Patent were conceived and developed in the performance of the Project. Helvetia, Lastinger, and Woodbury misappropriated Hill-Rom's trade secrets and breached their duties and obligations with regard to Hill-Rom's Confidential Information, by, *inter alia*, disclosing this information to their patent attorneys and prosecuting this patent application.

71. On April 30, 2014, in the midst of the project, Helvetia, Lastinger, and Woodbury filed three patent applications with the PTO. The three patent applications named Lastinger and Woodbury as co-inventors.

72. The inventions disclosed and claimed in the three April 30, 2014 patent applications were conceived and developed in the performance of the Project. Helvetia, Lastinger, and Woodbury misappropriated Hill-Rom's trade secrets and breached their duties and obligations with regard to Hill-Rom's Confidential Information, by, *inter alia*, disclosing this information to their patent attorneys and prosecuting these patent applications,

73. On April 30, 2014, Lastinger and Woodbury purportedly assigned their right, title, and interest in the three patent applications to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignments with the PTO.

74. Along with the three patent applications, Lastinger, Woodbury, and Helvetia filed non-publication requests for each application, so that the applications would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom's Confidential Information and trade secrets to prosecute the three patent applications.

75. On June 11, 2015, Hill-Rom personnel involved in the Project, Dave Ribble, Kirsten Emmons and Gavin Monson, met with Helvetia, Lastinger, and Woodbury at Hill-Rom's offices in Batesville, Indiana. The purpose of the meeting was for Helvetia to transfer to Hill-Rom the knowledge that it acquired through its involvement in the Project.

76. At the June 11, 2015 meeting, Helvetia and Lastinger gave a presentation and made representations to Dave Ribble, Kirsten Emmons, and Gavin Monson. One of the slides in Helvetia's and Lastinger's presentation states that, "Prior to entering into a development agreement with Encopass [sic] for the Hill-Rom incontinence project, Helvetia developed a series of proprietary (patent pending) concepts for moisture detection." That slide also purports to provide a summary of the key features outlined in the pending patent applications.

77. Because Helvetia, Lastinger, and Woodbury filed non-publication requests with the PTO, Hill-Rom was not able to access and review the pending patent applications and respective file wrappers.

78. Also at the June 11, 2015 meeting, Helvetia and Lastinger told Dave Ribble, Kirsten Emmons, and Gavin Monson that all of the intellectual property that they had developed

in the course of their work on the Project belonged to Hill-Rom. In reliance upon their statements and representations at the June 11, 2015 meeting, Hill-Rom took no further action at that time with regard to the intellectual property that was developed by Hill-Rom and Defendants in the performance of the Services Agreement, the SOW, and the Project.

79. In 2016, the patent applications filed by Lastinger, Woodbury, and Helvetia on April 30, 2014 were granted and the PTO issued three patents under United States Patent Numbers 9,322,797 B1 (the “797 Patent”), 9,366,644 B1 (the “644 Patent”), and 9,506,886 B1 (the “886 Patent”). These patents name Helvetia as the “Assignee” and Lastinger and Woodbury as “Inventors.”

80. On January 25, 2016, Helvetia, Lastinger, and Woodbury filed a non-provisional patent application entitled Systems and Methods for Detecting a Liquid. Lastinger and Woodbury are named as co-inventors on the application, which bears non-provisional application number 15/005,943. This non-provisional application was a continuation application based on the April 30, 2014 application number 14/265,481, which the PTO subsequently issued as the ‘797 patent. Lastinger and Woodbury purportedly assigned their right, title, and interest in this patent application to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignment with the PTO.

81. Along with patent application number 15/005,943, Lastinger, Woodbury, and Helvetia filed a non-publication request so that the application would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom’s Confidential Information and trade secrets to prosecute this patent application.

82. On November 7, 2017, the patent application issued as United States Patent No. 9,810,652 (the “‘652 Patent”), entitled Systems and Methods for Detecting a Liquid.

83. The inventions disclosed and claimed in the ‘652 Patent were conceived and developed in the performance of the Project. Helvetia, Lastinger, and Woodbury misappropriated Hill-Rom’s trade secrets and breached their duties and obligations with regard to Hill-Rom’s Confidential Information, by, *inter alia*, disclosing this information to their patent attorneys and prosecuting this patent application.

84. The ‘797 Patent, the ‘644 Patent, the ‘886 Patent, the ‘951 Patent, the ‘652 Patent, and the inventions disclosed and claimed therein, are owned by Hill-Rom under the terms of the Services Agreement and any other related agreements required pursuant to it.

85. Upon information and belief, Helvetia, Lastinger, and Woodbury have filed additional patent applications and continuations of previously filed patent applications and patents that disclose and claim inventions that are owned by Hill-Rom under the terms of the Service Agreement and any other related agreements required pursuant to it. Specifically, on August 15, 2015, Helvetia, Lastinger, and Woodbury filed a patent application assigned serial number 14/827,285 as a continuation to the ‘951 Patent, and on September 26, 2017, these Defendants filed a patent application assigned serial number 15/715,472 as a continuation to the ‘797 Patent. Because Helvetia, Lastinger, and Woodbury filed these additional applications and continuations with requests for non-publication, there is no way for Hill-Rom to know for sure what related patent applications may also be presently pending in the PTO. Accordingly, there may be additional pending patent applications that Lastinger and Woodbury have filed in their names or have purportedly assigned to Helvetia, that are from the Project.

86. Upon information and belief, Helvetia, Lastinger, and Woodbury are seeking to commercialize an incontinence detection technology derived from the work performed for the Project.

Convergence's Misappropriation of Hill-Rom's Trade Secrets

87. Convergence misappropriated Hill-Rom's trade secrets, Confidential Information, ideas, concepts, designs, software, systems and methods, and used and disclosed this information without Hill-Rom's consent to apply for at least one United States patent.

88. At all relevant times, Convergence purposely directed its activities at residents of the State of Indiana by conducting business in Indiana, conducting transactions in Indiana, supplying or contracting to supply services rendered or to be rendered in Indiana, supplying or contracting to supply goods or materials furnished or to be furnished in Indiana, and attending at least one meeting in Indiana pertaining to the claims and allegations set forth herein.

89. Company, Helvetia, and Lastinger engaged Convergence to work on the Project. Relying on Convergence's conduct and representations, Hill-Rom approved of and permitted Convergence to engage in work on the Project pursuant to the terms and obligations required by the Service Agreement, including with regard to the protection of Hill-Rom's Confidential Information and the assignment to Hill-Rom of all intellectual property conceived and developed in the performance of the Project.

90. Convergence purposely established and maintained regular business contact with Hill-Rom, an Indiana corporation, in connection with the Project by sending representatives on at least one occasion to Batesville, Indiana in furtherance of the Project. In addition, Convergence sent and received more than forty (40) packages containing Project prototypes and other

commercial materials to and from Batesville, Indiana as part of its work on the Project.

Convergence derived substantial revenue or benefit from its business dealings with Hill-Rom.

91. Convergence's misappropriation of Hill-Rom's trade secrets, Confidential Information, ideas, concepts, designs, software, systems and methods, and use and disclosure of this information without Hill-Rom's consent caused injury in the state of Indiana.

92. On October 6, 2015, a few months after the Project concluded, Convergence filed a patent application with the PTO entitled, "A Medical Pad and a Wetness Reporting System with Such a Medical Pad," and which bears application number 14/875,809 (the "'809 Application"). The '809 Application named ten co-inventors. The co-inventors purportedly assigned their right, title, and interest in this patent application to Convergence, and recorded the assignment with the PTO.

93. On June 27, 2016, the PTO issued a non-final rejection of the '809 Application. All 58 of the claims in the '809 Application were rejected or objected to.

94. On November 23, 2016, Convergence responded to the non-final rejection and filed a Response and Amendment with the PTO. In the Response and Amendment, Convergence amended the claims in the '809 Application and submitted remarks that described the inventions claimed in the '809 Application and that purported to distinguish them from the prior art.

95. On April 6, 2017, the '809 Application was published as publication number US 2017/0098044 A1.

96. The inventions disclosed and claimed in the '809 Application were conceived and developed in the performance of the Project. Convergence misappropriated Hill-Rom's trade secrets and breached its duties and obligations with regard to Hill-Rom's Confidential

Information by, *inter alia*, disclosing this information to its patent attorneys and prosecuting the '809 Application.

COUNT I-Breach of Contract
(Against Tellisense, Encompass, and Ufford)

97. Hill-Rom herein incorporates by reference all preceding allegations.

98. The Service Agreement constituted a valid contract between, on the one hand, Hill-Rom, and, on the other hand, Tellisense, Encompass, and Ufford.

99. At all relevant times, Ufford and Lastinger held themselves out to Hill-Rom as principals, agents, employees, and representatives of Tellisense.

100. Among other things, the Service Agreement obligated Tellisense, Encompass, and Ufford to hold and maintain Hill-Rom's Confidential Information in the strictest confidence.

101. The Service Agreement also obligated Tellisense, Encompass, and Ufford to promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Tellisense, Encompass, and Ufford, either solely or jointly with others, in the course of creating the Deliverables or otherwise performing their obligations under the SOW, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

102. The Service Agreement also obligated Tellisense, Encompass, and Ufford to assign to Hill-Rom all of their respective rights, title, and interests in any intellectual property conceived or developed in the performance of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof.

103. The Service Agreement also obligated Tellisense, Encompass, and Ufford to obtain and maintain in effect written agreements with each of its employees, contractors, agents,

and vendors who rendered services to the Project that contained terms sufficient for Tellisense, Encompass, and Ufford to comply with their obligations under the Service Agreement, including the obligations to hold and maintain all Hill-Rom Confidential Information in the strictest confidence, to promptly and fully report, and to assign to Hill-Rom any intellectual property conceived or developed in the performance of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof.

104. Hill-Rom performed all of its obligations under the Service Agreement, including but not limited to, making all required payments under the Service Agreement.

105. Defendants Tellisense, Encompass, and Ufford breached the Service Agreement by failing to hold and maintain Hill-Rom's Confidential Information in the strictest confidence.

106. Defendants Tellisense, Encompass, and Ufford, breached the Service Agreement by failing to promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Tellisense, Encompass, and Ufford, either solely or jointly with others, in the course of creating the Deliverables or otherwise performing their obligations under the SOW, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

107. Defendants Tellisense, Encompass, and Ufford breached the Service Agreement by failing to assign to Hill-Rom all of their respective rights, title, and interests in any intellectual property conceived or developed during the course of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof.

108. Defendants Tellisense, Encompass, and Ufford breached the Service Agreement by failing to obtain and maintain in effect written agreements with each of its employees,

contractors, agents, and vendors who rendered services for the Project that contained terms sufficient for Tellisense, Encompass, and Ufford to comply with their obligations under the Service Agreement.

109. Defendants Tellisense, Encompass, and Ufford breached the Service Agreement by failing to obtain and maintain in effect written agreements with Lastinger, Woodbury, Helvetia, and Convergence that contained terms sufficient to comply with the Service Agreement, including the obligations of confidentiality, to promptly and fully report, and to assign to Hill-Rom all intellectual property developed during the course of the Project, such as the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

110. Hill-Rom has suffered damages directly and proximately resulting from Tellisense's, Encompass's, and Ufford's breaches of contract.

111. Hill-Rom is entitled to recover damages from Tellisense, Encompass, and Ufford for their breaches of contract.

COUNT II-Breach of Contract
(Against Helvetia, Lastinger, Woodbury, and Encompass)

112. Hill-Rom herein incorporates by reference all preceding allegations.

113. The Service Agreement obligated Company to enter into written agreements with Helvetia, Lastinger, and Woodbury that contained terms sufficient to comply with the Service Agreement and to support all grants and assignments of rights and ownership of intellectual property to Hill-Rom. All such written agreements inured to the benefit of Hill-Rom.

114. Company entered into agreements with Helvetia, Lastinger, and Woodbury pertaining to the Project. All such agreements inured to the benefit of Hill-Rom.

115. Hill-Rom is the intended third-party beneficiary of the agreements between and among Company, on the one hand, and Helvetia, Lastinger, and Woodbury, on the other hand.

116. Hill-Rom performed all of its obligations under the Service Agreement.

117. Helvetia, Lastinger, and Woodbury breached their contractual obligations to Hill-Rom by failing to hold and maintain Hill-Rom's Confidential Information in the strictest confidence.

118. Helvetia, Lastinger, and Woodbury breached their contractual obligations to Hill-Rom by failing to promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Helvetia, Lastinger, and Woodbury, either solely or jointly with others, in the course of creating the Deliverables or otherwise performing its obligations under the SOW, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

119. Helvetia, Lastinger, and Woodbury breached their contractual obligation to Hill-Rom by failing to assign to Hill-Rom all of their respective rights, title, and interests in any intellectual property conceived or developed in the performance of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof, including the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

120. Helvetia, Lastinger, and Woodbury breached their contractual obligation to Hill-Rom by filing applications for and prosecuting the '797 Patent, the '644 Patent, the '886 Patent,

the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

121. Helvetia, Lastinger, and Woodbury breached their contractual obligation to Hill-Rom by failing to execute and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any patent applications or patents covering "Intellectual Property," as that term is defined in the Service Agreement.

122. Hill-Rom has suffered damages directly and proximately resulting from Helvetia's, Lastinger's and Woodbury's breaches of contract.

123. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's breaches of contract.

124. Hill-Rom is entitled to recover damages and specific performance of Helvetia's, Lastinger's, and Woodbury's contractual obligations, including the assignment to Hill-Rom of the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

COUNT III-Breach of Contract
(Against Convergence)

125. Hill-Rom herein incorporates by reference all preceding allegations.

126. The Service Agreement obligated Company to enter into written agreements with its contractors that contained terms sufficient to comply with the Service Agreement and to support all grants and assignments of rights and ownership of intellectual property to Hill-Rom. All such written agreements inured to the benefit of Hill-Rom.

127. Convergence was a subcontractor to Company, Helvetia, and/or Lastinger, and, upon information and belief, they entered into agreements pertaining to the Project. All such agreements inured to the benefit of Hill-Rom.

128. At all relevant times, Lastinger represented that he was a principal of the Tellisense joint venture.

129. At all relevant times, Lastinger acted as an agent, employee, or otherwise acted on behalf of the Tellisense joint venture, including entering into agreements with Convergence to perform services for the Project.

130. Hill-Rom is the intended third-party beneficiary of the agreements between Convergence and Lastinger.

131. Hill-Rom performed all of its obligations under the Service Agreement.

132. Convergence breached its contractual obligations to Hill-Rom by failing to hold and maintain Hill-Rom's Confidential Information in the strictest confidence.

133. Convergence breached its contractual obligations to Hill-Rom by failing to promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Convergence, either solely or jointly with others, in the course of working on the Project, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

134. Convergence breached its contractual obligation to Hill-Rom by failing to assign to Hill-Rom all of its respective rights, title, and interests in any intellectual property conceived or developed in the performance of the Project, any patent applications covering such intellectual

property, any patents issuing therefrom, and any renewals thereof, including the '809 Application, and any related patents and patent applications.

135. Convergence breached its contractual obligation to Hill-Rom by filing and prosecuting the '809 Application, and any related patents and patent applications.

136. Convergence breached its contractual obligation to Hill-Rom by failing to execute and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any patent applications or patents covering "Intellectual Property," as that term is defined in the Service Agreement.

137. Hill-Rom has suffered damages directly and proximately resulting from Convergence's breaches of contract.

138. Hill-Rom is entitled to recover damages and specific performance of Convergence's contractual obligations, including the assignment to Hill-Rom of the '809 Application, and any related patents and patent applications.

COUNT IV—Breach of Implied-in-Fact Contract
(Against Helvetia, Lastinger, Woodbury, Convergence, and Encompass)

139. Hill-Rom herein incorporates by reference all preceding allegations.

140. A valid and enforceable implied-in-fact contract exists among Hill-Rom, on the one hand, and Helvetia, Lastinger, Woodbury, and/or Convergence, on the other hand, arising out of the acts and conduct of the parties and Hill-Rom's good faith reliance thereon.

141. Hill-Rom performed all of its obligations under the implied-in-fact contract, including providing Helvetia, Lastinger, Woodbury, and Convergence access to Hill-Rom's Confidential Information for the purpose of their performing work on the Project.

142. Helvetia, Lastinger, Woodbury, and Convergence breached the implied-in-fact contract by failing to perform, *inter alia*, the obligations to 1) hold and maintain Hill-Rom's

Confidential Information in the strictest confidence; 2) promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions developed in the performance of the Project; 3) assign to Hill-Rom their respective rights, title, and interests in any intellectual property conceived or developed during the course of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof, including the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, and the '809 Application, and any related patents and patent applications; 4) disclose relevant intellectual property that these Defendants owned prior to the Project; and 5) execute and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any patent applications or patents related to the Project.

143. Helvetia, Lastinger, and Woodbury further breached the implied-in-fact contract by filing applications for and prosecuting the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, and Convergence further breached the implied-in-fact contract by filing and prosecuting the '809 Application, and any related patents and patent applications.

144. Hill-Rom has suffered damages directly and proximately resulting from Helvetia's, Lastinger's, Woodbury's, and Convergence's breaches of contract.

145. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's breaches of contract.

146. Hill-Rom is entitled to recover damages and specific performance of Helvetia's, Lastinger's, and Woodbury's contractual obligations, including the assignment to Hill-Rom of the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

147. Hill-Rom is entitled to recover damages and specific performance of Convergence's contractual obligations, including the assignment to Hill-Rom of the '809 Application, and any related patents and patent applications.

COUNT V—Promissory Estoppel
(Against Helvetia, Lastinger, Woodbury, Convergence, and Encompass)

148. Hill-Rom herein incorporates by reference all preceding allegations.

149. Hill-Rom provided Helvetia, Lastinger, Woodbury, and Convergence access to Hill-Rom's Confidential Information, trade secrets, and intellectual property for the purpose of their providing services and performing work on the Project.

150. Helvetia, Lastinger, Woodbury, and Convergence used Hill-Rom's Confidential Information, trade secrets, and intellectual property in the performance of the Project.

151. Helvetia and Lastinger were aware of the contractual undertakings for the Project. Upon information and belief, Woodbury and Convergence were aware of these undertakings.

152. Helvetia, Lastinger, Woodbury, and Convergence promised Hill-Rom that they, their agents, employees, representatives, and contractors would 1) hold and maintain Hill-Rom's confidential information in the strictest confidence; 2) promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions developed in the course of the Project; 3) assign to Hill-Rom their respective rights, title, and interests in any intellectual property conceived or developed in the performance of the

Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof, including the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472; 4) disclose relevant intellectual property that these Defendants owned prior to the Project; and 5) execute and deliver to Hill-Rom any documents required to prepare, file, prosecute, and maintain any patent applications or patents related to the Project.

153. Helvetia, Lastinger, Woodbury, and Convergence made these promises with the expectation that Hill-Rom would rely on them and breached these promises.

154. Hill-Rom reasonably relied on these promises to its detriment.

155. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's promises, acts, and omissions.

156. Hardship, unfairness, and injustice to Hill-Rom can only be avoided by the enforcement of these promises. Hill-Rom is entitled to recover damages and specific performance of Helvetia's, Lastinger's, Woodbury's, and Convergence's promises, including the assignment of the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

COUNT VI—Fraud
(Against Helvetia, Lastinger, and Encompass)

157. Hill-Rom herein incorporates by reference all previous allegations.

158. In or about May 2013, Encompass introduced Hill-Rom to Tellisense, Ufford, and Lastinger and these parties entered into negotiations and discussions for them to serve as consultants for the Project.

159. Hill-Rom disclosed, orally and in writing, to Tellisense, Lastinger, and Encompass its Confidential Information, including but not limited to its requirements for the Project, including providing them with at least one iteration of the SOW.

160. Upon information and belief, on or about July 16, 2013, Lastinger formed Helvetia or caused Helvetia to be formed.

161. Lastinger formed Helvetia for the purpose of receiving intellectual property conceived and developed in the performance of the Project.

162. At all relevant times, Woodbury was an agent, employee, and representative of Helvetia. Upon information and belief, at all relevant times, Woodbury was a principal and/or officer of Helvetia.

163. Tellisense and Lastinger sent the July 2013 SOW Response to Dave Ribble and Steve Dixon on or about July 22, 2013.

164. Tellisense and Lastinger sent the September 2013 SOW Response to Dave Ribble and Steve Dixon in September 2013.

165. In their July 2013 SOW Response and September 2013 SOW Response, Tellisense and Lastinger represented that Lastinger was one of Tellisense's "Principals." Moreover, at all relevant times, Lastinger held himself out to Hill-Rom as an employee, agent, or advisor of Tellisense.

166. Hill-Rom reasonably relied upon the representation of Lastinger's status as a principal of Tellisense to entrust him with Hill-Rom's Confidential Information and for him to perform services for the Project.

167. In the July 2013 SOW Response and September 2013 SOW Response, Tellisense and Lastinger described Lastinger's experience and set forth a number of Lastinger's patents and patent applications. None of the patents and patent applications disclose an invention in the field of incontinence detection.

168. In the July 2013 SOW Response, Tellisense and Lastinger represented to Hill-Rom that "IP clarification will be stated in contract." Lastinger made this material representation to Hill-Rom knowing that he had no intention of conveying to Hill-Rom the intellectual property that he would develop, alone or jointly with others, in the performance of the Project.

169. Hill-Rom entered into the Service Agreement in reliance upon the representations of Tellisense and Lastinger.

170. In their September 2013 SOW Response, Tellisense and Lastinger represented to Hill-Rom that "IP clarification is per MSA agreement." "MSA agreement" is a reference to the Service Agreement. Lastinger made this material representation to Hill-Rom knowing that he had no intention of conveying to Hill-Rom the intellectual property that he would develop, alone or jointly with others, in the performance of the Project.

171. Under Section 7(a) of the Service Agreement, Hill-Rom and Company were to retain ownership of all patents, patent applications, copyrights, trademarks, trade secrets, and intellectual property owned by them prior to the June 3, 2013 effective date. A purpose of Section 7(a) was for Company, and its agents, servants and employees, to fully disclose its

relevant pre-existing intellectual property to Hill-Rom, so as to avoid any doubts as to what intellectual property Company owned before entering into the Service Agreement.

172. In reliance on representations by Tellisense, Helvetia, and Lastinger, Hill-Rom disclosed its Confidential Information to Lastinger, Tellisense, Helvetia, and Woodbury so that they could perform services for the Project and develop intellectual property for Hill-Rom.

173. In the course of the performance of the Project, Tellisense, Helvetia, Lastinger, and Woodbury developed, alone or jointly with others, information, inventions, ideas, trade secrets, concepts, designs, devices, systems and methods for detecting and signaling incontinence events, including through the use of Hill-Rom's Confidential Information, all of which belong to Hill-Rom.

174. Helvetia, Lastinger, and Woodbury knowingly concealed from Hill-Rom that they had developed intellectual property in the course of their performance of the Project, despite having a duty to do so.

175. Helvetia, Lastinger, and Woodbury, knowingly concealed from Hill-Rom that they never intended to transfer that intellectual property to Hill-Rom, despite having a duty to do so.

176. On July 12, 2013, Helvetia, Lastinger, and Woodbury filed a provisional patent application with the PTO that names Lastinger and Woodbury as co-inventors and bears provisional application number 61/845,459. The title of the provisional patent application is Method and Apparatus for Moisture Detection. As part of a scheme to defraud Hill-Rom, Lastinger intentionally failed to disclose intellectual property to Hill-Rom, including but not limited to this provisional application.

177. On July 10, 2014, Helvetia, Lastinger and Woodbury filed a non-provisional application entitled Method and Apparatus for Moisture Detection. Lastinger and Woodbury are named as co-inventors on the non-provisional application. Lastinger and Woodbury purportedly assigned their right, title, and interest in this patent application to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignment with the PTO.

178. Along with this patent application, Lastinger, Woodbury, and Helvetia filed a non-publication request so that the application would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom's Confidential Information to prosecute this patent application. Because these Defendants filed a non-publication request, Hill-Rom was not able to access and review their patent application and file wrapper. Lastinger, Woodbury, and Helvetia filed the non-publication request as part of their scheme to knowingly conceal from Hill-Rom that they had developed intellectual property in the course of their performance of the Project that belongs to Hill-Rom.

179. On August 1, 2017, the patent application issued as the '951 Patent, entitled Method and Apparatus for Moisture Detection.

180. On April 30, 2014, in the midst of the Project, Helvetia, Lastinger, and Woodbury filed three patent applications with the PTO that named Defendants Lastinger and Woodbury as co-inventors. Also on April 30, 2014, Lastinger and Woodbury purportedly assigned their right, title, and interest in the three patent applications to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignments with the PTO. Helvetia, Lastinger, and Woodbury made these filings with the PTO in an intentional attempt to defraud Hill-Rom and purposefully deprive Hill-Rom of its intellectual property.

181. Along with the three patent applications, Lastinger, Woodbury, and Helvetia filed non-publication requests for each application, so that the applications would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom's Confidential Information to prosecute these patent applications. Because Helvetia, Lastinger, and Woodbury filed non-publication requests with the PTO, Hill-Rom was not able to access and review these patent applications and the respective file wrappers. Lastinger, Woodbury, and Helvetia filed the non-publication requests as part of their scheme to knowingly conceal from Hill-Rom that they had developed intellectual property in the course of their performance of the Project that belongs to Hill-Rom.

182. These three applications issued as the '797 Patent, the '644 Patent, and the '886 Patent.

183. On June 11, 2015, Hill-Rom employees, Dave Ribble, Kirsten Emmons, Gavin Monson, met with Helvetia and Lastinger at Hill-Rom's offices in Batesville, Indiana. The purpose of the meeting was for Helvetia and Lastinger to transfer to Hill-Rom knowledge that they had acquired in the performance of the Project.

184. At the June 11, 2015 meeting, Helvetia and Lastinger gave a presentation and made representations to Dave Ribble, Kirsten Emmons, and Gavin Monson. One of the slides in Helvetia's and Lastinger's presentation states that, "Prior to entering into a development agreement with Encopass [sic] for the Hill-Rom incontinence project, Helvetia developed a series of proprietary (patent pending) concepts for moisture detection." That slide also purports to provide a summary of the key features outlined in the pending patent applications. Helvetia's

and Lastinger's representations of prior development are material and false, and Helvetia and Lastinger knew that their material representations were false when they made them.

185. Also at the June 11, 2015 meeting, Helvetia and Lastinger told Dave Ribble, Kirsten Emmons, and Gavin Monson that all of the intellectual property that they had developed in the course of their work on the Project belonged to Hill-Rom. Helvetia and Lastinger made this statement with the intent to defraud Hill-Rom because they had already filed the applications that would issue as the '797 Patent, the '644 Patent, the '886 Patent, and the '951 Patent. Helvetia and Lastinger had no intent of conveying to Hill-Rom the intellectual property they developed in their performance of the Project.

186. In reliance upon Helvetia's and Lastinger's representations and presentation at the June 11, 2015 meeting, Hill-Rom took no action at that time with regard to the intellectual property that was conceived and developed in the performance of the Project by Defendants.

187. On January 25, 2016, Helvetia, Lastinger, and Woodbury filed a non-provisional patent application bearing serial number 15/005,943 as a continuation of the '797 Patent. Lastinger and Woodbury purportedly assigned their right, title, and interest in this patent application to Helvetia. Lastinger, Woodbury, and Helvetia recorded the assignment with the PTO.

188. Along with this patent application, Lastinger, Woodbury, and Helvetia filed a non-publication request so that the application would not be open to public view unless and until a patent issued. Hill-Rom would later discover that Helvetia, Lastinger, and Woodbury improperly used and disclosed Hill-Rom's Confidential Information and trade secrets to prosecute this patent application.

189. In 2016, the '797 Patent, the '644 Patent, and the '886 Patent were issued, naming Helvetia as "Assignee" and Lastinger and Woodbury as "Inventors." These patents and the inventions disclosed and claimed therein were conceived and developed in the performance of the Project.

190. In 2017, the '951 Patent and the '652 Patent were issued, both naming Helvetia as "Assignee" and Lastinger and Woodbury as "Inventors." These patents and the inventions disclosed and claimed therein were conceived and developed in the performance of the Project.

191. Upon information and belief, Helvetia, Lastinger, and Woodbury have filed additional patent applications and continuations of previously filed patent applications and patents that disclose and claim inventions developed in the performance of the Project. Upon information and belief, Helvetia, Lastinger, and Woodbury have filed non-publication requests with the PTO for these patent applications and continuations. Upon information and belief, Lastinger and Woodbury have purportedly assigned their rights in these additional patent applications and continuations to Helvetia to defraud Hill-Rom and deprive Hill-Rom of its intellectual property.

192. Hill-Rom has been proximately and directly injured by the intentional misrepresentations and omissions of material facts alleged herein.

193. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's fraud.

194. Hill-Rom is entitled to recover damages, including punitive damages, and requests the imposition of a constructive trust in favor of Hill-Rom upon any rights to and in the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related

patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

COUNT VII—Constructive Fraud
(Against Helvetia, Lastinger, Woodbury, and Encompass)

195. Hill-Rom herein incorporates by reference all preceding allegations.

196. Hill-Rom disclosed its Confidential Information to Helvetia, Lastinger, and Woodbury so that they could perform services for the Project.

197. As a result of these disclosures, a confidential relationship was created between Hill-Rom, on the one hand, and Helvetia, Lastinger, and Woodbury, on the other hand.

198. As a result of Hill-Rom's disclosures to Helvetia, Lastinger, and Woodbury of its Confidential Information, these Defendants owed a duty to Hill-Rom, including a duty to speak.

199. Helvetia, Lastinger, and Woodbury violated their duties to Hill-Rom by misrepresenting to Dave Ribble, Kirsten Emmons, and Gavin Monson that they developed incontinence detection technology independent of their work on the Project.

200. Helvetia, Lastinger, and Woodbury violated their duties to Hill-Rom by misrepresenting at the June 11, 2015 meeting in Batesville, Indiana that all of the intellectual property that they had developed in the course their work on the Project belonged to Hill-Rom.

201. Helvetia, Lastinger, and Woodbury violated their duties to Hill-Rom by failing to disclose that they had filed patent applications that were issued as the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, and the '652 Patent.

202. Helvetia, Lastinger, and Woodbury violated their duties to Hill-Rom by failing to disclose that they have filed additional patent applications and continuations related to the services and work that they performed on the Project, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

203. Helvetia, Lastinger, and Woodbury violated their duties to Hill-Rom by failing to assign to Hill-Rom the intellectual property that they have acquired through their performance of services for the Project.

204. In reliance upon Helvetia's, Lastinger's, and Woodbury's material and intentional misrepresentations and omissions, Hill-Rom took no further action with regard to the intellectual property that was developed by these Defendants in their performance of services for the Project.

205. Hill-Rom has sustained injury proximately caused by its reliance on Helvetia's, Lastinger's, and Woodbury's misrepresentations and silence.

206. Helvetia, Lastinger, and Woodbury have gained an unconscionable advantage at Hill-Rom's expense. Specifically, the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, and the '652 Patent, which disclose inventions developed in the performance of services and work for the Project, and which should be the property of Hill-Rom, name Lastinger and Woodbury as co-inventors, and have purportedly been assigned by these Defendants to Helvetia. Upon information and belief, the patent applications bearing serial numbers 14/827,285 and 15/715,472 disclose inventions developed in the performance of services and work for the Project, and which should be the property of Hill-Rom, name Lastinger and Woodbury as co-inventors, and have purportedly been assigned by these Defendants to Helvetia.

207. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's fraud.

208. Hill-Rom is entitled to recover damages, including punitive damages, and requests the imposition of a constructive trust in favor of Hill-Rom upon any rights to and in the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related

patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

COUNT VIII—Tortious Interference With Contract
(Against Helvetia, Lastinger, Woodbury, Convergence, and Encompass)

209. Hill-Rom herein incorporates by reference all preceding allegations.

210. The Service Agreement constituted a valid and enforceable contract between, on the one hand, Hill-Rom, and, on the other hand, Tellisense, Encompass, and Ufford.

211. The Service Agreement required Tellisense, Encompass, and Ufford to maintain the confidentiality of Hill-Rom's Confidential Information, and to require the assignment to Hill-Rom of any intellectual property and patents developed in connection with the Project.

212. At all relevant times, Helvetia and Lastinger were aware of the existence of the Service Agreement. Upon information and belief, at all relevant times, Woodbury and Convergence, were aware of the terms of the Service Agreement.

213. Helvetia, Lastinger, Woodbury, and Convergence intentionally induced the breach of Tellisense's, Encompass's and Ufford's obligations to Hill-Rom under the Service Agreement by, *inter alia*, failing to disclose to the Company the intellectual property that they conceived and developed during the Project, thereby causing the Company to breach its obligation to promptly and fully report that information to Hill-Rom, and by causing the Company to breach its obligation to assist Hill-Rom in the establishment, preservation, and enforcement of Hill-Rom's intellectual property rights.

214. Because of Helvetia's, Lastinger's, and Woodbury's, and Convergence's misconduct alleged herein, Hill-Rom did not know or have reason to know that it had been injured by their misconduct until it learned about the filing of the patents and patent applications

at issue. At all times, Hill-Rom exercised reasonable diligence in the protection of its intellectual property.

215. Helvetia, Lastinger, Woodbury, and Convergence acted without justification.

216. Helvetia's, Lastinger's, Woodbury's, and Convergence's conduct was intentional, willful, and malicious.

217. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's misconduct.

218. Hill-Rom has been injured as a result of this misconduct and is entitled to recover damages.

COUNT IX–Misappropriation of Trade Secrets
(Against Helvetia, Lastinger, Woodbury, and Encompass)

219. Hill-Rom herein incorporates by reference all preceding allegations.

220. Hill-Rom owns trade secrets within the protection of federal law, 18 U.S.C. § 1836 *et seq.*, and the Indiana Uniform Trade Secrets Act, I.C. § 24-2-3-1 *et seq.*

221. Hill-Rom's Confidential Information that was revealed to Defendants are Hill-Rom's trade secrets.

222. Hill-Rom's trade secrets relate to a product intended for use in interstate commerce.

223. Hill-Rom's trade secrets derive independent economic value, actual or potential, from not being known generally to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

224. At all times, Hill-Rom took reasonable steps to preserve its trade secrets, including by the disclosure of its trade secrets subject to non-disclosure and confidentiality

provisions in the Service Agreement, by requiring Tellisense, Encompass, and Ufford to obtain written agreements from their employees, agents, contractors, and vendors that contained equivalent terms, and by identifying documents and information as “confidential.”

225. Hill-Rom revealed its trade secrets to Defendants under the protections of the Service Agreement, and agreements required by Section 12(k) of the Service Agreement, and based on the conduct and representations of the parties.

226. At all relevant times, Helvetia, Lastinger, and Woodbury knew or had reason to know that they had acquired the trade secrets under circumstances giving rise to a duty to maintain the secrecy of Hill-Rom’s trade secrets based on the terms of the Service Agreement, the agreements required by Section 12(k) of the Service Agreement, and the conduct and representations of the parties.

227. Defendants had a duty to protect, maintain the secrecy, and limit the use of Hill-Rom’s trade secrets, and not use and disclose Hill-Rom’s trade secrets in the manner alleged herein.

228. Helvetia, Lastinger, and Woodbury misappropriated Hill Rom’s trade secrets. These Defendants have improperly used and disclosed Hill-Rom’s trade secrets without its consent by, *inter alia*, prosecuting the ‘797 Patent, the ‘644 Patent, the ‘886 Patent, the ‘951 Patent, and the ‘652 Patent.

229. Helvetia, Lastinger, and Woodbury have continued to misappropriate Hill-Rom’s trade secrets by prosecuting patents, disclosing information, and claiming inventions on or after May 11, 2016. On or after May 11, 2016, these Defendants filed documents with the PTO that contain Hill-Rom’s trade secrets, ideas, information, and inventions that had not been previously disclosed. Helvetia, Lastinger, and Woodbury made these filings without Hill-Rom’s consent and

by improper means by, *inter alia*, representing Hill-Rom's trade secrets to be their own ideas, information, and claimed inventions.

230. Helvetia, Lastinger, and Woodbury filed non-publication requests with the PTO, and the '644 Patent, the '886 Patent, the '951 Patent, and the '652 Patent were issued and made public on June 14, 2016, November 29, 2016, August 1, 2017, and November 7, 2017, respectively.

231. Helvetia, Lastinger, and Woodbury have continued to misappropriate Hill-Rom's trade secrets on or after May 11, 2016 by filing continuation patent applications for the '797 Patent, the '644 Patent, the '866 Patent, and the '652 Patent, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472. Helvetia, Lastinger, and Woodbury have filed non-publication requests with the PTO for these continuation patent applications.

232. Helvetia, Lastinger, and Woodbury have continued to use Hill-Rom's trade secrets without its consent on or after May 11, 2016 by their failure to assign to Hill-Rom patents and patent applications that disclose and claim inventions related to the Project.

233. Upon information and belief, Helvetia, Lastinger, and Woodbury have continued to use Hill-Rom's trade secrets without its consent on or after May 11, 2016 by their failure to return documents, materials, information, software code, and other items from the Project that contain or embody Hill-Rom's trade secrets with the intent to disclose and use that information for their own benefit.

234. Helvetia, Lastinger, and Woodbury have continued to use Hill-Rom's trade secrets without its consent on or after May 11, 2016 by seeking to commercialize incontinence detection technology that uses Hill-Rom's trade secrets.

235. The court may not authorize or direct the disclosure of any information that Hill-Rom asserts to be a trade secret unless the court allows Hill-Rom the opportunity to file a submission under seal that describes the interest of Hill-Rom in keeping the information confidential.

236. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's misconduct.

237. Hill-Rom has been injured by Helvetia's, Lastinger's, and Woodbury's misappropriation of its trade secrets and is entitled to recover damages. Helvetia's, Lastinger's, and Woodbury's misappropriation was willful and malicious, thereby justifying an award of punitive damages. Hill-Rom further requests an injunction requiring these Defendants to assign to Hill-Rom all of their rights, title and interest in the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, and to cease and desist all efforts to commercialize an incontinence detection technology that uses Hill-Rom's trade secrets, and the imposition of a constructive trust in Hill-Rom's favor on this intellectual property.

COUNT X—Misappropriation of Trade Secrets
(Against Convergence)

238. Hill-Rom herein incorporates by reference all preceding allegations.

239. Hill-Rom owns trade secrets within the protection of federal law, 18 U.S.C. § 1836 *et seq.*, and the Indiana Uniform Trade Secrets Act, I.C. § 24-2-3-1 *et seq.*

240. Hill-Rom's Confidential Information that was revealed to Convergence are Hill-Rom's trade secrets.

241. Hill-Rom's trade secrets relate to a product intended for use in interstate commerce.

242. Hill-Rom's trade secrets derive independent economic value, actual or potential, from not being known generally to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

243. At all times, Hill-Rom took reasonable steps to preserve its trade secrets, including by the disclosure of its trade secrets subject to contractual non-disclosure and confidentiality provisions, by requiring consultants involved in the Project to obtain written agreements from their employees, agents, contractors, and vendors that contained equivalent terms, and by identifying documents and information as "confidential."

244. Hill-Rom revealed its trade secrets to Convergence under the protections of the Service Agreement, the agreements required by Section 12(k) of the Service Agreement, and the conduct and representations of the parties.

245. At all relevant times, Convergence knew or had reason to know that it had acquired Hill-Rom's trade secrets under circumstances giving rise to a duty to maintain the secrecy of Hill-Rom's trade secrets based on the terms of the Service Agreement, the agreements required by Section 12(k) of the Service Agreement, including the agreements that it entered into with Company, Lastinger, and/or Helvetia, and the conduct of the parties.

246. Convergence had a duty to protect, maintain the secrecy, and limit the use of Hill-Rom's trade secrets, and not use and disclose Hill-Rom's trade secrets in the manner alleged herein.

247. Hill-Rom and the other Defendants revealed Hill-Rom's trade secrets to Convergence.

248. Convergence misappropriated Hill Rom's trade secrets. It improperly used and disclosed Hill-Rom's trade secrets without Hill-Rom's consent by, *inter alia*, prosecuting the '809 Application, which claims and discloses ideas, information and inventions that are Hill-Rom's trade secrets.

249. Convergence has continued to misappropriate Hill-Rom's trade secrets on or after May 11, 2016 by its prosecution of the '809 Application.

250. On or after May 11, 2016, Convergence filed documents with the PTO that contain Hill-Rom's trade secrets, ideas, information, and inventions that had not been previously disclosed, such as Convergence's November 23, 2016 response to the PTO's June 27, 2016 non-final rejection. Convergence made these filings without Hill-Rom's consent and by improper means by, *inter alia*, representing Hill-Rom's trade secrets to be its own ideas, information, and claimed inventions.

251. Convergence has further misappropriated Hill-Rom's trade secrets because its prosecution of the '809 Application caused the PTO to publish it as publication number US 2017/0098044 A1 on April 6, 2017.

252. Convergence has continued to use Hill-Rom's trade secrets without its consent on or after May 11, 2016 by its failure to assign to Hill-Rom the '809 Application, as well as any other patents and patent applications that disclose and claim inventions related to the Project.

253. Upon information and belief, Convergence has continued to use Hill-Rom's trade secrets without its consent on or after May 11, 2016 by its failure to return documents, materials, information, software code, and other items from the Project that contain or embody Hill-Rom's trade secrets with the intent to disclose and use that information for its own benefit.

254. The court may not authorize or direct the disclosure of any information that Hill-Rom asserts to be a trade secret unless the court allows Hill-Rom the opportunity to file a submission under seal that describes the interest of Hill-Rom in keeping the information confidential.

255. Hill-Rom has been injured by Convergence's misappropriation of its trade secrets and is entitled to recover damages. Convergence's misappropriation was willful and malicious, thereby justifying an award of punitive damages. Hill-Rom further requests an injunction requiring Convergence to assign to Hill-Rom all of its rights, title and interest in the '809 Application, and any related patents and patent applications, and/or the imposition of a constructive trust in Hill-Rom's favor on this intellectual property.

COUNT XI-Unjust Enrichment
(Against Helvetia, Lastinger, Woodbury, Convergence, and Encompass)

256. Hill-Rom incorporates herein by reference all preceding allegations.

257. No express contract exists between Hill-Rom, on the one hand, and Helvetia, Lastinger, Woodbury, and/or Convergence, on the other hand.

258. Hill-Rom gave Helvetia, Lastinger, Woodbury, and Convergence access to its resources and Confidential Information for the Project. This access allowed Helvetia, Lastinger, Woodbury, and Convergence to acquire knowledge and intellectual property relating to the services they performed for the Project. Thus, Hill-Rom conferred measurable benefits on Helvetia, Lastinger, Woodbury, and Convergence.

259. Helvetia, Lastinger, Woodbury, and Convergence expressly or impliedly requested the benefits that were conferred on them by Hill-Rom.

260. Hill-Rom expected monetary and non-monetary compensation in the form of the assignment of any intellectual property developed in the course of the Project.

261. Using Hill-Rom's Confidential Information, Helvetia, Lastinger, and Woodbury applied for and received patents whose rightful owner is Hill-Rom.

262. Allowing Helvetia, Lastinger and Woodbury to retain Hill-Rom's intellectual property without restitution would be unjust.

263. Using Hill-Rom's Confidential Information, Convergence applied for a patent application, whose rightful owner is Hill-Rom.

264. Allowing Convergence to retain and use Hill-Rom's intellectual property without restitution would be unjust.

265. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's misconduct.

266. Hill-Rom is entitled to recover restitution from Helvetia, Lastinger, Woodbury, and Convergence.

COUNT XII-Conversion
(Against Helvetia, Lastinger, Woodbury, Convergence, and Encompass)

267. Hill-Rom incorporates by reference all preceding allegations.

268. Helvetia's, Lastinger's, Woodbury's, and Convergence's knowing and intentional taking, retention and use of Hill-Rom's Confidential Information without its authorization constitutes conversion.

269. In addition, the knowing and intentional taking, retention and use by Helvetia, Lastinger, Woodbury and Convergence of patents, patent applications, and other property, including but not limited to documents, software code, materials, and information from the Project, that rightfully belongs to Hill-Rom without its authorization constitutes conversion.

270. Helvetia's, Lastinger's, Woodbury's, and Convergence's conversion has proximately caused damage to Hill-Rom.

271. Because Encompass is a party to the Tellisense joint venture, and because Lastinger was a principal, agent, employee, or otherwise acted on behalf of the joint venture, Encompass is liable to Hill-Rom for Lastinger's misconduct.

272. Hill-Rom is entitled to recover its property, actual and statutory damages, costs, attorneys' fees, and other remedies pursuant to the Indiana Code.

COUNT XIII-Indemnification
(Against Encompass, Tellisense, and Ufford)

273. Hill-Rom herein incorporates by reference all preceding allegations.

274. Under Section 11 of the Service Agreement, Encompass, Tellisense, and Ufford agreed to indemnify Hill-Rom from and against any and all claims, actions, damages, costs and losses, expenses (including attorneys' fees and court costs), penalties, fines, and obligations and liabilities of any kind relating to or arising out of, *inter alia*, any negligence or willful misconduct of Company or Company's employees, agents, subcontractors, or assigns.

275. Helvetia is a subcontractor to Encompass and they entered into a contract for Helvetia to perform services on the Project.

276. Upon information and belief, Convergence is a subcontractor to Lastinger and/or Helvetia and they entered into a contract for Convergence to perform services on the Project.

277. Encompass, Tellisense, and Ufford were parties to the Service Agreement and referred to therein, individually and collectively, as "Company."

278. Encompass is a party to the Tellisense joint venture.

279. At all relevant times, Encompass, Tellisense and Lastinger held Lastinger out as a "Principal" of Tellisense.

280. At all relevant times, Lastinger was an employee, agent, or otherwise acted on behalf of Tellisense.

281. Tellisense, Helvetia, Lastinger, and Convergence, acting alone or jointly with others, engaged in willful misconduct by failing to promptly and fully inform Hill-Rom in writing of all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Defendants, either solely or jointly with others, in the course of performing the Project, creating the Deliverables or otherwise performing under the Service Agreement, the SOW, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

282. Tellisense, Helvetia, Lastinger, and Convergence, acting alone or jointly with others, engaged in willful misconduct by concealing from Hill-Rom all discoveries, concepts, ideas, intellectual property, trade secrets, know-how, and inventions, whether patentable or not, made or conceived by Defendants, either solely or jointly with others, in the course of performing the Project, creating the Deliverables or otherwise performing under the Service Agreement, the SOW, or as a result of receiving information or property from Hill-Rom, or at Hill-Rom's direction or request or expense.

283. Tellisense, Helvetia, Lastinger, and Convergence, acting alone or jointly with others, engaged in willful misconduct by misappropriating, using, and disclosing Hill-Rom's intellectual property, trade secrets, and Confidential Information without Hill-Rom's authorization, including through the prosecution of the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

284. Tellisense, Helvetia, Lastinger, and Convergence, acting alone or jointly with others, engaged in willful misconduct by failing to assign to Hill-Rom all of their respective rights, title, and interests in any intellectual property conceived or developed in the performance of the Project, any patent applications covering such intellectual property, any patents issuing therefrom, and any renewals thereof, including the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

285. As a direct and proximate result of Tellisense's, Helvetia's, Lastinger's, Woodbury's, and Convergence's willful misconduct, Hill-Rom has been compelled to incur attorneys' fees, court costs, and other expenses in connection with the Complaint, and may in the future be compelled to incur additional liability, expenses, and fees.

286. Accordingly, Hill-Rom is entitled to be indemnified by Encompass, Tellisense, and Ufford under the Service Agreement.

COUNT XIV—Declaratory Relief
(Against All Defendants)

287. Hill-Rom incorporates by reference all preceding allegations.

288. There exists an actual, ripe and justiciable controversy between Hill-Rom and Defendants regarding Hill-Rom's rights and interests in connection with the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, as well as any other U.S. or foreign patents and patent applications prosecuted by any of the Defendants through the misuse of Hill-Rom's Confidential Information, trade secrets, and intellectual property, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472.

289. The '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, cover subject matter and disclose inventions developed from the work and services that Defendants, as well as their agents, contractors, employees, servants, assigns, and representatives, provided to Hill-Rom during the Project.

290. As a result of the conduct and events described in this Complaint, Hill-Rom possesses legal ownership and equitable ownership and other interests in the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, as well as any other U.S. or foreign patents and patent applications prosecuted by any of the Defendants through the misuse of Hill-Rom's Confidential Information, trade secrets, and intellectual property, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, as well as any other disputed patents and patent applications.

291. Pursuant to 28 U.S.C. § 2201, the Court should declare that the '797 Patent, the '644 Patent, the '886 Patent, the '951 Patent, the '652 Patent, the '809 Application, and any related patents and patent applications, including but not limited to the applications bearing serial numbers 14/827,285 and 15/715,472, cover subject matter and disclose inventions developed from the work and services performed for the Project.

292. Pursuant to 28 U.S.C. § 2201, the Court should declare Hill-Rom's legal ownership and equitable ownership and other interests in the patents and patent applications at issue.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Hill-Rom respectfully requests that the Court enter judgment in its favor and against the Defendants including:

- (a) An injunction requiring that Helvetia, Lastinger, and Woodbury assign the ‘797, ‘644, ‘886, ‘951, and ‘652 Patents, the patent applications bearing serial numbers 14/827,285 and 15/715,472, and any related patents and patent applications to Hill-Rom; that Convergence assign the ‘809 Application and any related patents and patent applications to Hill-Rom; that Defendants return to Hill-Rom all Confidential Information and all documents, things, software, and information reflecting, containing, or derived from Hill-Rom’s Confidential Information and from work performed in the course of the Project; and that Defendants be enjoined from using and disclosing Hill-Rom’s Confidential Information and trade secrets without its written consent, including but not limited to commercializing or attempting to commercialize incontinence detection goods and services that use Hill-Rom’s trade secrets and Confidential Information.
- (b) A declaration that the ‘797 Patent, the ‘644 Patent, the ‘886 Patent, the ‘951 Patent, the ‘652 Patent, the patent applications bearing serial numbers 14/827,285 and 15/715,472, the ‘809 Application, and any related patents and patent applications, cover subject matter and disclose Hill-Rom’s trade secrets and inventions developed from the work and services performed for the Project; and that Hill-Rom possesses legal ownership and equitable ownership and other interests in the patents and patent applications at issue;

- (c) Assigning to Hill-Rom all legal and equitable rights, title, and interest in the '797, '644, '866, '951, and '652 Patents, the patent applications bearing serial numbers 14/827,285 and 15/715,472, and the '809 Application, as well all other disputed patents and patent applications;
- (d) Imposing a constructive trust in favor of Hill-Rom on the '797, '644, '886, '951, and '652 Patents, the patent applications bearing serial numbers 14/827,285 and 15/715,472, and the '809 Application, and all other disputed patents and patent applications;
- (e) Awarding Hill-Rom compensatory damages;
- (f) Awarding Hill-Rom restitution;
- (g) Awarding Hill-Rom punitive damages;
- (h) Awarding Hill-Rom indemnification from Encompass, Tellisense, and Ufford;
- (i) Awarding Hill-Rom its actual and statutory damages;
- (j) Awarding Hill-Rom its reasonable attorneys' fees and costs;
- (k) Awarding Hill-Rom pre-judgment and post-judgment interest on all amounts owed;
- (l) Awarding Hill-Rom fees and expenses as allowed by law; and
- (m) Awarding Hill-Rom all other relief deemed necessary and just.

JURY DEMAND

Plaintiff demands a jury trial on all claims so triable.

DATED: February 6, 2018

Respectfully submitted,

s/John R. Maley

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Attorneys for Plaintiff

² Motions for the *pro hac vice* admission of Mr. Barnes and Mr. Kohel will be forthcoming.

CERTIFICATE OF SERVICE

The undersigned certifies that this Amended Complaint was served on the following counsel by email and regular U.S. mail on this 6th day of February, 2018,

Brooks F. Poley
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and, the Defendant Convergence Systems Limited was served by FedEx overnight courier at the following addresses:

Convergence Systems Limited
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*s/John R. Maley*_____

DMS 11561243v1