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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

FILED

8 UNITED STATES DISTRICT COURT
9
10 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

11 CYBERSitter, LLC, a California limited
12 liability company, d/b/a Solid Oak Software,
13 Plaintiff,

14 v.

15 The People's Republic of China, a foreign
16 state; Zhengzhou Jinhui Computer System
Engineering Ltd., a Chinese corporation;
17 Beijing Dazheng Human Language
Technology Academy Ltd., a Chinese
18 corporation; Sony Corporation, a Japanese
corporation; Lenovo Group Limited, a
19 Chinese corporation; Toshiba Corporation, a
Japanese corporation; ACER Incorporated, a
20 Taiwanese corporation; ASUSTeK
Computer Inc., a Taiwanese corporation;
21 BenQ Corporation, a Taiwanese
corporation; Haier Group Corporation, a
22 Chinese corporation; DOES 1-10, inclusive,
23 Defendants.

CASE NO.

CV10-0038 GAF (SHx)

**COMPLAINT FOR
MISAPPROPRIATION OF TRADE
SECRETS; UNFAIR
COMPETITION; COPYRIGHT
INFRINGEMENT; AND CIVIL
CONSPIRACY**

DEMAND FOR JURY TRIAL

1 Plaintiff CYBERSitter, LLC d/b/a Solid Oak Software ("Solid Oak" or
2 "Plaintiff") alleges, on information and belief, as follows:

3 **NATURE OF THE ACTION**

4 1. This action arises from one of the largest cases of software piracy in
5 history, wherein two Chinese companies, backed by the Chinese government, stole
6 approximately 3,000 lines of code from a small American company's software
7 program, and disseminated it to tens of millions of end users in China with the willing
8 participation of computer manufacturers who chose to turn a blind eye to the illegal
9 and otherwise surreptitious nature of the pirated program in order to gain increased
10 access to the vast Chinese market by participating in the Chinese government-led
11 initiative to proliferate the illegal program throughout China (the "Green Dam
12 Initiative").

13 2. Solid Oak is a small family-owned software company based in Santa
14 Barbara, California. Solid Oak developed and marketed an award-winning Internet
15 content filtering program called CYBERSitter, which was designed to help parents
16 protect their children from viewing inappropriate pornographic and violent content on
17 the Web. CYBERSitter was the first commercially available Internet content filter,
18 and it has been continuously published by Solid Oak for over 14 years. Solid Oak
19 now boasts over 2.4 million active CYBERSitter users worldwide, including
20 thousands of businesses, individuals, and schools in China, and thousands more in
21 other Chinese-speaking countries.

22 3. The Defendants in this action include the People's Republic of China
23 ("PRC"), two Chinese software development companies, and several of the largest
24 computer manufacturers in the world. As relevant here, the Chinese software
25 developers, in collaboration with the Chinese government, purported to design an
26 Internet content filtering program known as Green Dam Youth Escort ("Green Dam").
27 Like CYBERSitter, the Green Dam program was allegedly designed to block
28 pornographic and violent Internet content from children. Unlike CYBERSitter,

1 however, the Green Dam program was found to contain filters to block political and
2 religious content expressing views that differed from those of the Chinese
3 government. The program was also found to have serious security vulnerabilities that
4 would allow third parties to monitor or take control of the computers on which it was
5 installed. As a result, the Green Dam program and the Chinese government's efforts
6 to proliferate the program throughout China were met with stiff opposition from
7 human rights groups in China and around the world. The central component of the
8 Green Dam Initiative was for the PRC to convince and incentivize computer
9 manufacturers to participate in the Initiative by including the Green Dam software
10 with their computers sold in China. The Defendant computer manufacturers named
11 herein willingly participated in this plan.

12 4. In June 2009, a group of independent researchers at the University of
13 Michigan confirmed that the Green Dam developers had copied verbatim nearly 3,000
14 lines of code from the CYBERSitter program and incorporated it into the Green Dam
15 program. The stolen materials include the heart of the CYBERSitter software: its
16 proprietary content filters. The Chinese government has issued Green Dam usage
17 figures reporting – as of early June 2009 – that over 53 million computers marketed
18 for home use had been sold with the Green Dam program, that the Green Dam
19 program had been installed on more than half a million computers in Chinese schools,
20 and that Green Dam had been downloaded by users from the Internet an additional
21 3.27 million times.

22 5. The Defendants in this action have conspired together to steal Solid Oak's
23 proprietary software, and to disseminate the illegal product to tens of millions of end
24 users in China and elsewhere. The Defendants met together at a PRC-sponsored
25 Green Dam Symposium at the Beijing offices of the PRC's Ministry of Industry and
26 Information Technology ("MIIT") in March 2009 to develop their common plan. The
27 Defendants' common scheme – the Green Dam Initiative – involved two overlapping
28 components which eventually became indistinguishable from each other: participation

1 in the Chinese government's seemingly legal (albeit surreptitious) plan to proliferate
2 the Green Dam program throughout China, and the illegal theft, infringement,
3 exploitation and distribution of Plaintiff's intellectual property. Each of the
4 Defendants herein willingly participated in this common scheme both before and after
5 the illegal aspects of the scheme became apparent.

6 6. Defendant computer manufacturers derive significant financial benefits
7 from their unauthorized distribution of Plaintiff's intellectual property to the vast
8 Chinese market, and have willingly participated in the scheme of the Defendant
9 developers and the Chinese government to proliferate the illegal Green Dam product
10 throughout China and elsewhere. The Defendant computer manufacturers had the right,
11 ability, legal obligation and knowledge to prevent unauthorized copies of Plaintiff's
12 works from being distributed on their computers. But although the Defendant computer
13 manufacturers vigorously defend their own intellectual property in the courts and in the
14 press, they chose to turn a blind eye to the theft and infringement at issue here in order to
15 continue to reap the financial rewards of exploiting the vast Chinese computer market.

16 7. By their actions alleged herein, Defendants have conspired together to
17 misappropriate Plaintiff's trade secrets under California law, have violated federal
18 prohibitions on theft of trade secrets and economic espionage (constituting unlawful
19 practices under California's Unfair Competition Law), and have violated Plaintiff's
20 copyrights in the CYBERSitter program, both directly and indirectly, under applicable
21 copyright laws of the United States, China, Japan and Taiwan. Because each Defendant
22 named herein willingly participated in the illegal elements of their common scheme, each
23 Defendant is liable for the illegal acts of the others.

24 8. As a result of Defendants' acts alleged herein, Plaintiff has been damaged in
25 an amount to be determined at trial. Plaintiff estimates its damages to be
26 \$2,257,175,000, representing the Chinese government's stated figures of more than
27 56.5 million unauthorized copies distributed in China alone as of early June 2009,
28

1 multiplied by \$39.95 per copy (the price of purchasing a legal copy of the
2 CYBERSitter program from Solid Oak).

3 **JURISDICTION AND VENUE**

4 9. This Court has subject matter jurisdiction over this action pursuant to 28
5 U.S.C. §§ 1330, 1331, 1332(a), 1338 and 1367. This action seeks relief, *inter alia*,
6 for violations of the United States Copyright Act, 17 U.S.C. §§ 101, *et seq.*, and for
7 unfair competition predicated on violations of the Economic Espionage Act, 18 U.S.C.
8 §§ 1831-32 (theft of trade secrets and economic espionage). As stated in paragraphs
9 12 through 26 below, for purposes of diversity jurisdiction, Solid Oak is a citizen of
10 the State of California, and Defendants are citizens of the People's Republic of China,
11 Japan, and the Republic of China (Taiwan). The amount in controversy exceeds the
12 sum of \$75,000 exclusive of interest and costs.

13 10. This Court has personal jurisdiction over Defendant PRC, Defendant
14 Jinhui, and Defendant Dazheng because they have purposefully availed themselves of
15 the benefits of this forum by doing business in this District, by committing wrongful
16 acts in whole or in part within this District, and/or by committing wrongful acts which
17 have had direct effects in this District. Because Defendant PRC's wrongful acts
18 alleged herein arise in connection with a commercial activity that causes a direct
19 effect in the United States, Defendant PRC comes within an express exception to the
20 Foreign Sovereign Immunities Act, *viz.*, 28 U.S.C. § 1605(a)(2). This Court has
21 personal jurisdiction over the remaining Defendants because they conduct significant
22 business in this District, and sell their computers throughout the United States in their
23 own capacity and through their wholly-owned subsidiaries.

24 11. Venue is proper in the Central District of California pursuant to 28
25 U.S.C. § 1391(b)(2).

26 **THE PARTIES**

27 12. Plaintiff Solid Oak is a limited liability company organized and existing
28 under the laws of the State of California, with its principal place of business in Santa

1 Barbara, California. Solid Oak is engaged in the business of software development
2 and sales. As relevant here, Solid Oak developed and sells an Internet content
3 filtering program known as "CYBERsitter."

4 13. Defendant People's Republic of China ("PRC") is a foreign state. As
5 relevant here, PRC has engaged in the purely economic conduct of licensing,
6 sublicensing, distributing and promoting the software program known as Green Dam
7 at issue in this litigation. PRC may not claim jurisdictional immunity from this suit as
8 its conduct arises from commercial activity that "causes a direct effect in the United
9 States" as described in 28 U.S.C. § 1605(a)(2) in the form of damaging Solid Oak, a
10 California company, by PRC's unauthorized taking and use of Solid Oak's intellectual
11 property. The PRC's actions alleged herein are purely economic because PRC
12 purchased a one-year license to exploit the software program at issue for
13 approximately 6.9 million U.S. dollars, and then promoted the program and
14 sublicensed the program to computer manufacturers, for which it received substantial
15 sums.

16 14. Defendant Zhengzhou Jinhui Computer System Engineering Ltd.
17 ("Jinhui") is a corporation organized and existing under the laws of the People's
18 Republic of China, with its principal place of business in Zhengzhou, China. As
19 relevant here, Jinhui is in the business of developing and distributing software
20 products – in particular, the Green Dam program at issue in this litigation.

21 15. Defendant Beijing Dazheng Human Language Technology Academy Ltd.
22 ("Dazheng") is a corporation organized and existing under the laws of the People's
23 Republic of China, with its principal place of business in Beijing, China. As relevant
24 here, Dazheng is in the business of developing and distributing software products – in
25 particular, the Green Dam program at issue in this litigation.

26 16. Defendant Sony Corporation ("Sony") is a corporation organized and
27 existing under the laws of Japan, with its principal place of business in Tokyo, Japan.
28 As relevant here, Sony is engaged in the business of manufacturing and distributing

1 personal computers and related products, in the United States, China, and elsewhere
2 around the world. Sony operates and does business throughout the United States
3 through its wholly-owned subsidiary, Sony Corporation of America. Sony has taken a
4 strong public stance on the importance of the protection and vigorous enforcement of
5 its own intellectual property rights.

6 17. Defendant Lenovo Group Limited ("Lenovo") is a corporation organized
7 and existing under the laws of the People's Republic of China, with its principal place
8 of business in Beijing, China. As relevant here, Lenovo is engaged in the business of
9 manufacturing and distributing personal computers and related products, in the United
10 States, China, and elsewhere around the world. Lenovo operates and does business
11 throughout the United States. In May 2005, Lenovo purchased IBM's Personal
12 Computing Division. As part of this purchase, Lenovo agreed to relocate its PC
13 business headquarters from Beijing to the United States. Lenovo's principal office is
14 currently located in Morrisville, North Carolina.

15 18. Defendant Toshiba Corporation ("Toshiba") is a corporation organized
16 and existing under the laws of Japan, with its principal place of business in Tokyo,
17 Japan. As relevant here, Toshiba is engaged in the business of manufacturing and
18 distributing personal computers and related products, in the United States, China, and
19 elsewhere around the world. Toshiba operates and does business throughout the
20 United States through its wholly-owned subsidiary, Toshiba America, Inc.

21 19. Defendant ACER Incorporated ("Acer") is a corporation organized and
22 existing under the laws of the Republic of China, commonly known as Taiwan
23 ("Taiwan"), with its principal place of business in Taipei, Taiwan. As relevant here,
24 Acer is engaged in the business of manufacturing and distributing personal computers
25 and related products, in the United States, China, and elsewhere around the world.
26 Acer operates and does business throughout the United States through its wholly-
27 owned subsidiaries, Acer America Corporation and Gateway, Inc.

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1 20. Defendant ASUSTeK Computer Inc. ("Asus") is a corporation organized
2 and existing under the laws of Taiwan, with its principal place of business in Taipei,
3 Taiwan. As relevant here, Asus is engaged in the business of manufacturing and
4 distributing personal computers and related products, in the United States, China, and
5 elsewhere around the world. Asus operates and does business throughout the United
6 States through its wholly-owned subsidiary, Asus Computer International.

7 21. Defendant BenQ Corporation ("BenQ") is a corporation organized and
8 existing under the laws of Taiwan, with its principal place of business in Taipei,
9 Taiwan. As relevant here, BenQ is engaged in the business of manufacturing and
10 distributing personal computers and related products, in the United States, China, and
11 elsewhere around the world. BenQ operates and does business throughout the United
12 States, including under the marks "BenQ," "Joybook," and "Joybee."

13 22. Defendant Haier Group Corporation ("Haier") is a corporation organized
14 and existing under the laws of the People's Republic of China, with its principal place
15 of business in Qingdao, China. As relevant here, Haier is engaged in the business of
16 manufacturing and distributing personal computers and related products, in the United
17 States, China, and elsewhere around the world. Haier operates and does business
18 throughout the United States through its wholly-owned subsidiary, Haier America.

19 23. The true names and capacities, whether individual, corporate, associate or
20 otherwise, of Defendants sued herein as Does 1 through 10, inclusive, are unknown at
21 the present time and Plaintiff therefore sues said Does and each of them by such
22 fictitious names. If necessary, Plaintiff will seek leave of Court to amend this
23 complaint to allege their true names and capacities when they are ascertained.

24 24. Unless otherwise indicated herein, on information and belief, each of
25 Does 1 through 10, inclusive, participated in the activities described herein and
26 rendered material assistance to the other Defendants in the actions alleged herein,
27 conspired and agreed with and aided and abetted one or more of the other Defendants,
28 and at all relevant times each of the Defendants was the principal or agent, alter ego,

1 partner, joint venturer, co-venturer, co-conspirator, independent contractor, servant
2 and/or employee of at least one other of the other Defendants, and all of the acts
3 performed by them or omissions alleged herein were made in the course and scope of
4 their employment, agency, partnership, joint venture, conspiracy or other such
5 relationship and with knowledge, consent, approval and/or ratification of the
6 principals, and each of them. Unless otherwise indicated herein, each of the parties
7 herein named as Does 1 through 10 are responsible in some manner or fashion, and
8 are by contract or otherwise, the successor, assign, joint venturer, co-venturer, co-
9 conspirator, partner or alter ego of one or more of the Defendants, or was otherwise
10 involved with the other Defendants in the wrongdoing alleged herein, and by virtue of
11 such capacity, assumed the obligations herein owed by Defendants, and is liable and
12 responsible for the damages on the facts alleged herein and for all the relief sought.

13 25. Unless otherwise indicated herein, on information and belief, there has
14 existed at all relevant times, a unity of interest and ownership between each of the
15 Does 1 through 10 named herein, and at least one or more of the Defendants, such that
16 any individuality and separateness between them has ceased and each is the "alter
17 ego" of the other, and that adherence to the fiction of the separate existence of each
18 Doe Defendant as an entity or individual distinct from one or more of the Defendants
19 would therefore permit an abuse of the corporate privilege and would sanction fraud
20 and promote injustice.

21 26. Unless otherwise indicated herein, on information and belief, there has
22 existed at all relevant times a joint venture between each of the Does 1 through 10
23 named herein, and at least one or more of the Defendants, such that each of the Does 1
24 through 10 and at least one or more of the Defendants shared a common business
25 interest, shared control, profits and losses arising from such common business
26 interests, and therefore are liable and responsible for the damages on the facts alleged
27 herein and for all relief sought.

GENERAL ALLEGATIONS

Solid Oak's CYBERSitter

27. Solid Oak is a family-owned software company based in Santa Barbara, California, that manufactures an Internet filtering software program known as "CYBERSitter." This product was designed to help parents protect their children from viewing inappropriate pornographic and violent content on the Web. CYBERSitter was the first commercially available Internet filter. It has been continuously published by Solid Oak for over 14 years. CYBERSitter has won numerous awards, including winning *PC Magazine's* prestigious Editor's Choice Award five times. Solid Oak now boasts over 2.4 million active CYBERSitter users worldwide, including thousands of businesses, individuals, and schools in China, and thousands more in other Chinese-speaking countries. CYBERSitter is sold on Solid Oak's website, www.CYBERSitter.com, for \$39.95 per copy.

28. CYBERSitter operates by using a complex and unique series of Internet content filters. These content filters (also referred to herein as "Trade Secrets") are proprietary code, which is encrypted in order to prevent its disclosure to third parties and competitors. They have been developed and refined by Solid Oak over many years, and are the key to the Internet filtering aspect of the program. Solid Oak's filters are constantly updated, and updates are made available at no cost to those who have purchased the CYBERSitter program. This Internet filtering component is the centerpiece of the program.

29. Designing a content filter is an art and involves significant creativity. There are many distinctive ways for different programmers to construct these filters in order to achieve the same function. CYBERSitter's content filters are Solid Oak's unique expression, and any copying of these filters goes to the heart of the program and takes the central expressive feature that distinguishes CYBERSitter from its competitors.

1 Green Dam and Its Developers

2 30. Green Dam Youth Escort, like CYBERSitter, is an Internet content
3 management program that uses content filters to block undesired content. Green Dam
4 was developed by two Chinese companies: Zhengzhou Jinhui Computer System
5 Engineering Ltd. and Beijing Dazheng Human Language Technology Academy Ltd.
6 Green Dam was developed with the backing and support of the Chinese government.
7 In 2004, the Green Dam project received 3 million Yuan in government investment
8 funds.

9 31. Jinhui was founded in 1997. Jinhui is officially listed as a private
10 company, but its principal shareholders include government-backed corporations and
11 its researchers have close ties with the military research division of the Information
12 Engineering University ("IEU"), one of a handful of military academies run by the
13 People's Liberation Army.

14 32. Dazheng was founded in 2000. Dazheng (which also operates under the
15 name "HNC Institute") is officially listed as a private company, but works closely
16 with several Chinese government Ministries and Commissions. In 2003, Dazheng
17 developed its first publicly-announced software program called the "Falun Gong
18 Concept Censorship System." As the name suggests, the program was designed to
19 censor Internet content related to the Falun Gong, a religious group banned by the
20 Chinese government. The program was found to have serious flaws that caused
21 constant crashing on the computers on which it was installed.

22 The Green Dam Initiative

23 33. On January 21, 2008, the PRC announced an "open bidding" process for
24 companies purportedly to compete for a one-year contract for content-filtering
25 software to be used by the PRC. On January 25 – just four days after the bidding
26 began – the bidding process was abruptly closed. The PRC then allowed Jinhui and
27 Dazheng, the makers of Green Dam, to set the standards for evaluating the software
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1 bids, and to conduct the testing of the competing software products. Not surprisingly,
2 the winner of this "open bidding" process was Green Dam. The PRC initially paid
3 Jinhui and Dazheng a sum of 47.1 million Yuan (approximately 6.9 million U.S.
4 dollars) for a one-year license to distribute the Green Dam program. The PRC then
5 charged substantial license fees to computer manufacturers and others for use of the
6 Green Dam program.

7 34. Pursuant to this license, Defendant PRC has made the Green Dam
8 program available for free downloading worldwide on the Internet, including on its
9 own official site, as well as on many other privately owned Internet sites. Defendants
10 Jinhui and Dazheng also made the program available for download from websites that
11 they own or control. The PRC has encouraged downloading of the program by
12 Chinese speakers worldwide, including through propaganda. The Chinese
13 government's official Green Dam site contains or contained links targeting users in
14 "San Francisco" and "New York" – the locations of the two largest Chinese-speaking
15 populations in the United States.

16 35. On February 1, 2009, the PRC expanded an existing program known as
17 the "Rural Subsidy Program" ("Program") – which was originally designed to make
18 household items such as televisions, refrigerators, and cell phones available to rural
19 Chinese families at significantly below market price – to include home computers
20 made by certain designated suppliers. In order to participate in the Program, computer
21 suppliers were required to submit an application to the PRC and agree to abide by all
22 of the terms and preconditions of the Program. In return, the PRC has made available
23 a vast and captive market of over 800 million rural residents to the Program's
24 exclusive designated suppliers. As a precondition of participation in the Program, the
25 government required that computers sold in the Program must have Green Dam pre-
26 installed on them, or must be accompanied by a disk containing the Green Dam
27 software. Defendants Lenovo, Acer, Asus, BenQ and Haier are among the select
28

1 group of computer manufacturers that applied and were accepted as designated
2 suppliers for the Program.

3 36. On May 19, 2009, the PRC's MIIT issued a directive mandating that by
4 July 1, 2009 every computer shipped to or sold in China must have the Green Dam
5 software pre-installed on or packaged with the computer. The stated purpose of the
6 directive was to "build a healthy and harmonious online environment that does not
7 poison young people's minds." The directive also required computer suppliers to
8 report sales information to the MIIT, including the number of computers sold or
9 shipped with the Green Dam software. Also in May 2009, MIIT ordered Green Dam
10 to be installed on every computer in every primary and secondary school in China.

11 37. The Green Dam Initiative was met with condemnation from international
12 human rights groups and activists within China. These groups, while agreeing with
13 the stated goal of keeping pornography away from minors (as the CYBERSitter filters
14 were designed to do), viewed the Green Dam Initiative as a thinly-veiled attempt to
15 expand political and religious censorship. Researchers in China reported that Green
16 Dam contains over 6,500 political keyword filters, including keywords related to the
17 Chinese occupation of Tibet, the 1989 Tiananmen Square massacre, and the
18 government-banned Falun Gong religious group. This is more than double the
19 number of pornography-related keyword filters in the program.

20 38. On June 30, 2009 – the day before the mandate was to take effect – the
21 MIIT announced that it was delaying implementation of the mandatory pre-installation
22 of Green Dam on computers. On August 12, 2009, China issued a statement saying
23 that it did not intend to reinstate the mandate. Nevertheless, Green Dam continues to
24 be distributed throughout China and to Chinese speakers throughout the world, and
25 the PRC continues to promote proliferation of the Green Dam program by both formal
26 and informal means.

1 Unauthorized Copying and Exploitation of CYBERSitter Content Filters

2 39. On June 11, 2009, an independent team of researchers in the computer
3 science department at the University of Michigan issued a report analyzing the Green
4 Dam program ("Michigan Report"). In less than 12 hours of testing, the Michigan
5 team found "serious security vulnerabilities" in the Green Dam program, including
6 "remotely-exploitable vulnerabilities" whereby "[a]ny website a Green Dam user
7 visits can take control of the PC." Researchers also found that the program makes
8 possible remote monitoring of a computer user's activities, not limited to activities on
9 the Internet.

10 40. The Michigan Report also concluded that Green Dam had copied
11 verbatim portions of Solid Oak's CYBERSitter program. The most significant and
12 troubling aspect of this copying was the copying of CYBERSitter's proprietary content
13 filters.

14 41. In addition to the verbatim copying of the CYBERSitter content filters,
15 researchers also discovered a "smoking gun" file. The smoking gun file is a file
16 containing two CYBERSitter announcements, dated May 4 and May 10, 2004,
17 respectively. The first is a simple announcement to CYBERSitter customers:
18 "CYBERSitter Version 9 released. This is a free upgrade and is available at:
19 <http://www.getcybersitter.com>." The second warns CYBERSitter users of the dangers
20 of Spyware. It urges users to install a Spyware checker, and directs users to the
21 CYBERSitter website for further information on this issue. This smoking gun file was
22 apparently copied because it has a file extension similar to that of the content filters.
23 Despite the fact that this file obviously has no functional role in the Green Dam
24 program, it was directly copied from the CYBERSitter program and incorporated into
25 the Green Dam program along with the CYBERSitter content filters.

26 42. In total, the version of Green Dam tested by researchers at the University
27 of Michigan contains 2,972 lines of code identical to CYBERSitter code.
28