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6 Attorneys for Plaintiff **Petter Investments, Inc. d/b/a RIVEER**

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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

11 **Petter Investments, Inc. d/b/a**  
12 **RIVEER**, a Michigan corporation,

13 Plaintiff,

14 v.

15 **Hydro Engineering, Inc.**, a Utah  
corporation, **Enviremedial Services,**  
16 **Inc.**, a California company, **California**  
**Cleaning Systems**, a California  
17 company, and **J&S Equipment**, a  
California company,

18 Defendants.

Case No. 13CV1235-BEN-WMC

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT,  
FALSE ADVERTISING,  
INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE  
ECONOMIC ADVANTAGE,  
UNFAIR COMPETITION, AND  
DECLARATORY JUDGMENT**

**DEMAND FOR JURY TRIAL**

Honorable Roger T. Benitez

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21 For its First Amended Complaint against Defendant Hydro Engineering, Inc.  
22 (“Hydro”),<sup>1</sup> Plaintiff Petter Investments, Inc. d/b/a RIVEER (“Riveer”) hereby  
23 alleges as follows.

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25 <sup>1</sup> Defendant Hydro has been in default since June 2013, having neither answered  
26 nor moved under Rule 12(b). Therefore, this First Amended Complaint is filed as a  
27 matter of course pursuant to Rule 15(a)(1)(B). Defendant ESI responded to the  
28 original Complaint with a motion pursuant to, in part, Rule 12(b). In response to  
ESI’s motion, Plaintiff Riveer has requested leave to file an amended complaint,  
which request remains pending. See Docket No. 27.

1 **JURISDICTION AND VENUE**

2 1. This is an action including for infringement under the patent laws of the  
3 United States, 35 U.S.C. § 101, *et. seq.* This Court has subject matter jurisdiction  
4 over the patent claims of this action under 28 U.S.C. §§ 1331 and 1338(a), over the  
5 declaratory judgment claim under 28 U.S.C. § 2201-2202 and 15 U.S.C. § 1121(a),  
6 and over the remaining claims under 28 U.S.C. § 1367(a).

7 2. This Court has personal jurisdiction over the Defendants because each  
8 regularly conducts business in California and has committed the infringing acts  
9 alleged herein in California.

10 3. Venue is proper in this Judicial District under 28 U.S.C. §§ 1391(b)-(c)  
11 and 1400.

12 **PARTIES**

13 4. Plaintiff Riveer is a Michigan corporation having its principal place of  
14 business at 233 Veterans Boulevard, South Haven, Michigan 49090, and having an  
15 Internet home page at <riveer.com>.

16 5. Upon information and belief, Defendant Hydro Engineering, Inc.  
17 (“Hydro”) is a Utah corporation having its principal place of business at 865 West  
18 2600 South, Salt Lake City, Utah 84119, and having an Internet home page at  
19 <hydroblaster.com>.

20 6. Upon information and belief, Defendant Enviremedial Services, Inc.  
21 (“ESI”) is a California company having its principal place of business at 2655 Vista  
22 Pacific Drive, Oceanside, California 92056, and having an Internet home page at  
23 <esicleanwater.com>.

24 7. Upon information and belief, Defendant California Cleaning Systems is  
25 a California company having its principal place of business at 3666 San Gabriel  
26 River Parkway, Pico Rivera, California 90660.

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1           14. Riveer is the owner by assignment of U.S. Patent No. 6,164,298 (“the  
2 ‘298 patent”), which is entitled “Modular Cleaning Facility,” which duly and  
3 lawfully issued on December 26, 2000, and a copy of which is attached hereto as  
4 Exhibit A.

5           15. The claims of the ‘298 patent are directed to a “modular cleaning  
6 system” and recite elements including, *inter alia*, a “modular wash rack” including a  
7 “frame,” a “basin,” a “grate,” a “drainage fitting” and “coupling means,” as well as a  
8 “tube” and a “pump.” The ‘298 patent covers designs including Riveer’s original  
9 grate/basin modular wash rack design, and the ‘298 patent protects Riveer’s  
10 exclusive right to sell its wash rack designs without infringement by competitors  
11 such as Hydro, or its products.

12           16. Hydro’s wash racks exhibit the same grate/basin modular wash rack  
13 design covered by the claims of the ‘298 patent. Hydro simply collapsed its grate  
14 and basin together. As to Claim 1 of the ‘298 patent, for example, on information  
15 and belief Hydro’s wash racks include the following design features satisfying the  
16 elements recited in Claim 1: (a) “frame,” (b) “basin,” (c) “grate,” (d) “drainage  
17 fitting,” (e) “coupling means,” (f) “tube,” and (g) “pump.”

18           17. By making, using, selling, offering to sell and/or importing wash racks  
19 and components thereof that embody all of the features recited in the claims of the  
20 ‘298 patent, Hydro and each of the other Defendants has infringed and still infringes  
21 the ‘298 patent.

22           18. In addition, upon information and belief, Hydro has caused, encouraged  
23 and aided others, including its customers and distributors (including the other  
24 Defendants), to directly infringe the ‘298 patent having full knowledge of the ‘298  
25 patent and the specific intent that its acts and the acts of its distributors and  
26 customers directly and/or indirectly infringe the ‘298 patent.

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1           19. Riveer is the owner by assignment of U.S. Patent No. 8,499,774 (“the  
2 ‘774 patent”), which is entitled “Wash Pad With Evacuator,” which duly and  
3 lawfully issued on August 6, 2013, and a copy of which is attached hereto as Exhibit  
4 B.

5           20. The claims of the ‘774 patent are directed to a “wash pad” and recite  
6 elements including, *inter alia*, a “wash floor,” a “catch trough,” an “evacuator”  
7 including a “debris collector” and a “fluid mover,” an “elevator,” and a “conveyer.”  
8 The ‘774 patent protects Riveer’s exclusive right to sell its wash rack designs  
9 without infringement by competitors such as Hydro, or its products.

10           21. Certain of Hydro’s wash racks exhibit the same wash rack design  
11 covered by the claims of the ‘774 patent. As to Claim 1 of the ‘774 patent, for  
12 example, on information and belief, certain of Hydro’s wash rack systems include  
13 all of the design elements recited in Claim 1.

14           22. By making, using, selling, offering to sell and/or importing wash racks  
15 and components thereof that embody all of the features recited in the claims of the  
16 ‘774 patent, Hydro has infringed and still infringes the ‘774 patent.

17           23. In addition, upon information and belief, Hydro has caused, encouraged  
18 and aided others, including its customers and distributors, to directly infringe the  
19 ‘774 patent having full knowledge of the ‘774 patent and the specific intent that its  
20 acts and the acts of its distributors and customers directly and/or indirectly infringe  
21 the ‘774 patent.

22           24. Riveer is the owner by assignment of U.S. Patent No. 8,506,720 (“the  
23 ‘720 patent”), which is entitled “Wash Rack System With Side Trough,” which duly  
24 and lawfully issued on August 13, 2013, and a copy of which is attached hereto as  
25 Exhibit C.

26           25. The claims of the ‘720 patent are directed to a “cleaning system” and  
27 recite elements including, *inter alia*, a “wash floor,” a “side trough sized to  
28 accommodate a skid-steer loader,” a “guide rail,” and a “filtering system.” The ‘720

1 patent protects Riveer's exclusive right to sell its wash rack designs without  
2 infringement by competitors such as Hydro, or its products.

3 26. Certain of Hydro's wash racks exhibit the same wash rack design  
4 covered by the claims of the '720 patent. As to Claim 1 of the '720 patent, for  
5 example, on information and belief, certain Hydro's wash racks include all of the  
6 design elements recited in Claim 1. An example of Hydro's accused infringing  
7 product is shown in Exhibit D.

8 27. By making, using, selling, offering to sell and/or importing wash racks  
9 and components thereof that embody all of the features recited in the claims of the  
10 '774 patent, Hydro has infringed and still infringes the '774 patent.

11 28. In addition, upon information and belief, Hydro has caused, encouraged  
12 and aided others, including its customers and distributors, to directly infringe the  
13 '774 patent having full knowledge of the '774 patent and the specific intent that its  
14 acts and the acts of its distributors and customers directly and/or indirectly infringe  
15 the '774 patent.

16 29. In addition to patent infringement, Hydro also has engaged in false  
17 advertising, has intentionally interfered repeatedly with Riveer's prospective  
18 business advantage, and has competed unfairly with Riveer, by making  
19 misrepresentations and false statements to potential purchasers of Riveer's wash  
20 rack systems, including the U.S. government. Hydro's conduct in this regard has  
21 caused Riveer to lose business and profits, and has otherwise damaged Riveer  
22 unfairly and illegally.

23 30. As a first example, Hydro represents to potential customers that it has a  
24 certification under the Underwriters Laboratories Standard UL-1776 "High-Pressure  
25 Cleaning Machines" for products that are not in fact listed as UL-1776 certified,  
26 including its Aircraft Washing System (AWS) and Advanced Total Aircraft  
27 Washing System (ATAWS) products, and its MV-22 washers. Some of these  
28 misrepresentations by Hydro are evidenced in the attached Exhibit E. On

1 information and belief, such misrepresentations have caused Hydro to win business  
2 that otherwise would have been Riveer's, in addition to defrauding customers  
3 including the U.S. General Services Administration ("GSA") who have specified the  
4 UL-1776 certification as a requirement for certain winning bids.

5 31. A second example is Hydro's bid on a recent VCI Marine Corps  
6 project. On information and belief, Hydro misrepresented that its proposed products  
7 met the required specification of stainless steel equipment, when in fact Hydro was  
8 not able to provide, and did not provide, stainless steel equipment. This  
9 misrepresentation, along with others, allowed Hydro to quote a bid price below that  
10 of Riveer, and win the bid, only because stainless steel equipment is much more  
11 expensive than the mild steel material that Hydro used in completing the project.

12 32. A third example is Hydro's actions surrounding a recent solicitation by  
13 the U.S. Army at Barstow, California. In 2011, the Army purchased a Riveer  
14 custom wash rack system including many unique features, such as automatic mud  
15 conveyers, a stainless steel recycling system, a solar generating system, and a diesel  
16 generator. Because the Army was very satisfied with Riveer's system, the Army  
17 communicated to Riveer an interest in purchasing 34 additional units, and solicited  
18 bids for an initial 4 units. The bid specifications required equipment at least as  
19 capable as the Riveer system already in use, including two troughs, an automatic  
20 mud conveyer, a vacuum filter, a stainless steel tank, and an ozone injection system.

21 33. Hydro submitted a bid knowing that it did not meet the specifications,  
22 but nonetheless Hydro won the initial bid with a price well below Riveer's bid price,  
23 which was higher because of the additional costs required to be able to meet the bid  
24 specifications. The Army, however, granted a protest by Riveer dated October 9,  
25 2012 stating that it "should have been awarded the contract contemplated by the  
26 Solicitation, [but instead] the Army improperly evaluated Hydro's proposal and/or  
27 relaxed material Solicitation requirements in Hydro's favor." Further, a counter-

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1 protest by Hydro was rejected, and Riveer's distributor was awarded its attorney  
2 fees incurred because of the necessity of the protest action.

3 34. Although the Army project is now being re-bid, in the mean time,  
4 Hydro's interfering actions have caused Riveer to lose profits at least because of the  
5 delay and the costs involved in the re-bid process.

6 35. Another example is the interference by Defendant ESI, who issued a  
7 report evaluating a Riveer system for MCRC Brook Park, Ohio. ESI's report  
8 contained many misrepresentations, primarily because that the system being  
9 evaluated was designed not for cleaning heavily mudded equipment or for salt  
10 removal, but rather as a paint preparation aqueous cleaner system having very  
11 different specifications than those used in the ESI report to reach inaccurate and  
12 misleading conclusions about the Riveer system. ESI's misrepresentations cast  
13 Riveer in a negative light and damaged Riveer's prospects for future business with  
14 the Marine Corps.

15 **FIRST CLAIM FOR RELIEF**

16 **(Infringement of U.S. Patent No. 6,164,298)**

17 36. Riveer incorporates by this reference all of the allegations stated in the  
18 above paragraphs.

19 37. By the acts of making, using, offering to sell, selling and/or importing  
20 the Hydro wash racks, the Defendants and each of them has directly infringed the  
21 '298 patent under 35 U.S.C. § 271(a).

22 38. By the acts of actively inducing others to infringe the '298 patent, the  
23 Defendants and each of them has infringed the '298 patent under 35 U.S.C. §  
24 271(b). On information and belief, each Defendant, having knowledge of the '298  
25 patent, specifically intended for its customers to infringe the '298 patent by using  
26 and/or re-selling the accused infringing Hydro wash racks.

27 39. Each Defendant's acts of infringement asserted herein have been and  
28 continue to be deliberate and willful since they first learned about the '298 patent.



1       40.    The Defendants have derived and received gains, profits and  
2 advantages from the aforesaid acts of infringement, and Riveer has lost profits and  
3 has otherwise been damaged and is entitled to monetary relief in an amount to be  
4 determined at trial.

5       41.    The Defendants' infringement of the '298 patent has caused and  
6 continues to cause irreparable harm to Riveer, for which there is no adequate  
7 remedy at law, and the infringement will continue unless and until it is enjoined by  
8 this Court.

9                       **SECOND CLAIM FOR RELIEF**

10                      **(Infringement of U.S. Patent No. 8,499,774)**

11       42.    Riveer incorporates by this reference all of the allegations stated in the  
12 above paragraphs.

13       43.    By the acts of making, using, offering to sell, selling and/or importing  
14 the Hydro wash racks utilizing the claimed "evacuator/elevator/conveyor" design,  
15 Hydro has directly infringed the '774 patent under 35 U.S.C. § 271(a).

16       44.    By the acts of actively inducing others to infringe the '774 patent,  
17 Hydro has infringed the '774 patent under 35 U.S.C. § 271(b). On information and  
18 belief, having knowledge of the '774 patent, Hydro has specifically intended for its  
19 customers to infringe the '774 patent by using and/or re-selling the accused  
20 infringing Hydro wash racks.

21       45.    Hydro's acts of infringement asserted herein have been and continue to  
22 be deliberate and willful since they first learned about the '774 patent.

23       46.    Hydro has derived and received gains, profits and advantages from the  
24 aforesaid acts of infringement, and Riveer has lost profits and has otherwise been  
25 damaged and is entitled to monetary relief in an amount to be determined at trial.

26       47.    Hydro's infringement of the '774 patent has caused and continues to  
27 cause irreparable harm to Riveer, for which there is no adequate remedy at law, and  
28 the infringement will continue unless and until it is enjoined by this Court.

**THIRD CLAIM FOR RELIEF**

**(Infringement of U.S. Patent No. 8,506,720)**

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3 48. Riveer incorporates by this reference all of the allegations stated in the  
4 above paragraphs.

5 49. By the acts of making, using, offering to sell, selling and/or importing  
6 the Hydro wash racks utilizing the “skid-steer side trough” design, Hydro has  
7 directly infringed the ‘720 patent under 35 U.S.C. § 271(a).

8 50. By the acts of actively inducing others to infringe the ‘720 patent,  
9 Hydro has infringed the ‘720 patent under 35 U.S.C. § 271(b). On information and  
10 belief, having knowledge of the ‘720 patent, Hydro has specifically intended for its  
11 customers to infringe the ‘720 patent by using and/or re-selling the accused  
12 infringing Hydro wash racks.

13 51. Hydro’s acts of infringement asserted herein have been and continue to  
14 be deliberate and willful since they first learned about the ‘720 patent.

15 52. Hydro has derived and received gains, profits and advantages from the  
16 aforesaid acts of infringement, and Riveer has lost profits and has otherwise been  
17 damaged and is entitled to monetary relief in an amount to be determined at trial.

18 53. Hydro’s infringement of the ‘720 patent has caused and continues to  
19 cause irreparable harm to Riveer, for which there is no adequate remedy at law, and  
20 the infringement will continue unless and until it is enjoined by this Court.

**FOURTH CLAIM FOR RELIEF**

**(False Advertising—Lanham Act § 43(a))**

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23 54. Riveer incorporates by this reference all of the allegations stated in the  
24 above paragraphs.

25 55. Through Hydro’s misrepresentations concerning bid specifications and  
26 the capabilities and certifications concerning Hydro’s products, Hydro has made  
27 material, deceptive, false or misleading representations of fact in interstate  
28 commerce constituting false advertising and has thereby caused injury to Riveer

1 including loss of goodwill and diversion of sales that likely would have been  
2 acquired by Riveer.

3 56. Hydro's false advertising has caused Riveer to suffer actual damages  
4 including lost profits, in an amount to be determined at trial, plus consequential  
5 damages. Hydro's false advertising also has resulted and continues to result in the  
6 unjust enrichment via profits to Hydro.

7 57. Hydro has committed its acts of false advertising willfully and  
8 maliciously to injure Riveer's business and improve its own, thereby entitling  
9 Riveer to an award of increased damages and attorney fees.

10 58. Riveer also has suffered and continues to suffer irreparable injury,  
11 including damage to its customer relationships because of the false advertising.  
12 Such irreparable injury cannot be remedied adequately unless Hydro is enjoined  
13 immediately from further false advertising.

14 59. Riveer has no adequate remedy at law for the injuries it has suffered  
15 and continues to suffer, as it will be impossible for Riveer to determine the precise  
16 amount of damage it will suffer if Hydro's conduct is not restrained.

17 **FIFTH CLAIM FOR RELIEF**

18 **(False Advertising—Cal. Bus. & Prof. Code § 17500 *et seq.*)**

19 60. Riveer incorporates by this reference all of the allegations stated in the  
20 above paragraphs.

21 61. Through Hydro's misrepresentations concerning bid specifications and  
22 the capabilities and certifications concerning Hydro's products, Hydro has  
23 knowingly made deceptive, untrue and misleading representations constituting false  
24 advertising and has thereby caused injury to Riveer including loss of goodwill and  
25 diversion of sales that likely would have been acquired by Riveer.

26 62. Hydro's false advertising has caused Riveer to suffer actual damages  
27 including lost profits, in an amount to be determined at trial, plus consequential  
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1 damages. Hydro's false advertising also has resulted and continues to result in the  
2 unjust enrichment via profits to Hydro.

3 63. Hydro has committed its acts of false advertising willfully and  
4 maliciously to injure Riveer's business and improve its own, thereby entitling  
5 Riveer to an award of exemplary damages and attorney fees.

6 64. Riveer also has suffered and continues to suffer irreparable injury,  
7 including damage to its customer relationships because of the false advertising.  
8 Such irreparable injury cannot be remedied adequately unless Hydro is enjoined  
9 immediately from further false advertising.

10 65. Riveer has no adequate remedy at law for the injuries it has suffered  
11 and continues to suffer, as it will be impossible for Riveer to determine the precise  
12 amount of damage it will suffer if Hydro's conduct is not restrained.

13 **SIXTH CLAIM FOR RELIEF**

14 **(Intentional Interference With Prospective Economic Advantage)**

15 66. Riveer incorporates by this reference all of the allegations stated in the  
16 above paragraphs.

17 67. By virtue of its regular competition with Riveer, including bidding on  
18 many of the same projects for potential customers, Hydro has been and is well  
19 aware Riveer's many existing and prospective customer relationships, including  
20 with the U.S. government including the GSA, the Marine Corps, and the Army.

21 68. Through Hydro's misrepresentations concerning bid specifications and  
22 the capabilities and certifications concerning Hydro's products, Hydro has  
23 intentionally interfered with Riveer's existing and prospective business with these  
24 customers, and potentially others, by diverting business to Hydro that likely would  
25 have been acquired by Riveer.

26 69. Hydro intended to interfere with Riveer's prospective economic  
27 advantage, and Hydro's intentional interference has caused Riveer to suffer actual  
28 damages including lost profits, in an amount to be determined at trial, plus

1 consequential damages. Hydro's intentional interference with prospective economic  
2 advantage also has resulted and continues to result in the unjust enrichment of  
3 Hydro.

4 70. Hydro has committed its acts of intentional interference with  
5 prospective economic advantage willfully and maliciously to injure Riveer's  
6 business and improve its own, thereby entitling Riveer to an award of exemplary  
7 damages and attorney fees.

8 **SEVENTH CLAIM FOR RELIEF**

9 **(Unfair Competition—Cal. Bus. & Prof. Code § 17200 *et seq.*)**

10 71. Riveer incorporates by this reference all of the allegations stated in the  
11 above paragraphs.

12 72. By its acts above constituting intentional interference with prospective  
13 economic advantage, Hydro has employed unlawful and unfair business acts or  
14 practices, in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

15 73. Hydro's unfair competition has resulted in and continues to result in  
16 unjust enrichment, and Hydro has committed its acts of unfair competition willfully  
17 and maliciously to injure Riveer's business and improve its own, thereby entitling  
18 Riveer to an award of exemplary damages and attorney fees.

19 74. Riveer also has suffered and continues to suffer irreparable injury,  
20 including damage to its customer relationships because of the intentional  
21 interference and unfair competition. Such irreparable injury cannot be remedied  
22 adequately unless Hydro is enjoined immediately from further interference and  
23 unfair competition.

24 75. Riveer has no adequate remedy at law for the injuries it has suffered  
25 and continues to suffer, as it will be impossible for Riveer to determine the precise  
26 amount of damage it will suffer if Hydro's conduct is not restrained.

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1 **EIGHTH CLAIM FOR RELIEF**

2 **(Declaratory Judgment Of No Trademark Infringement)**

3 76. Riveer incorporates by this reference all of the allegations stated in the  
4 above paragraphs.

5 77. In a complaint filed in July, 2013 in the District of Utah (Case No.  
6 2:13-CV-673-EJF), Hydro alleges that Riveer’s use of its “TAWS” trademark for a  
7 “total aircraft wash system” infringes rights that Hydro asserts in and to the mark  
8 “TEWS,” as an acronym for a “turbine engine wash system,” and that Riveer’s “use  
9 of the TEWS mark in commerce is likely to cause confusion or cause or mistake or  
10 to deceive as to whether [it] is affiliated, connected, or associated with Hydro or as  
11 to whether Hydro originated, sponsored or approved of Hydro’s [sic] TAWS  
12 product and related activities.”

13 78. In order to resolve the actual controversy between Riveer and Hydro  
14 concerning their respective rights and duties concerning Hydro’s trademark  
15 infringement allegations, including whether Hydro’s asserted trademark right in and  
16 to the acronym “TEWS” is invalid, this Court should declare the rights of Riveer in  
17 this controversy, including declaring Hydro’s asserted trademark rights to be invalid  
18 and not infringed by Riveer, including under 15 U.S.C. § 1114.

19 **PRAYER FOR RELIEF**

20 Therefore, Plaintiff Riveer prays for the following relief:

21 A. A determination that each Defendant has infringed the ‘298 patent  
22 under 35 U.S.C. § 271;

23 B. A determination that Hydro has infringed the ‘774 patent under 35  
24 U.S.C. § 271;

25 C. A determination that Hydro has infringed the ‘720 patent under 35  
26 U.S.C. § 271;

27 D. A determination that Hydro has falsely advertised its products in  
28 violation of § 43(a) of the Lanham Act and Cal. Bus. & Prof. Code § 17500;

1 E. A determination that Hydro has intentionally interfered with Riveer's  
2 prospective economic advantage;

3 F. A determination that Hydro has competed unfairly with Riveer;

4 G. A declaration that Riveer has not infringed any valid trademark rights  
5 of Hydro in or to the mark "TEWS" for Hydro's "turbine engine wash system;"

6 H. A preliminary and permanent injunction against the continuing patent  
7 infringement, false advertising, intentional interference with prospective economic  
8 advantage, and unfair competition;

9 I. An accounting for damages adequate to compensate for the patent  
10 infringement under 35 U.S.C. § 284, including Plaintiff's lost profits, treble  
11 damages, pre-judgment and post-judgment interest, and costs;

12 J. A determination of willful patent infringement, and that this is an  
13 exceptional case, and an award of attorney fees and expenses to Plaintiff under 35  
14 U.S.C. § 285;

15 K. An accounting for damages adequate to compensate for the false  
16 advertising and intentional interference with prospective economic advantage,  
17 including Riveer's lost profits and amounts attributable to Hydro's unjust  
18 enrichment, consequential damages, treble damages, exemplary damages, attorney  
19 fees, pre-judgment and post-judgment interest, and costs; and

20 L. Such other and further relief as this Court deems just and proper.

21 Respectfully submitted,

22 Dated: September 12, 2013

**THE ECLIPSE GROUP LLP**

23  
24 By: /s/ Stephen M. Lobbin  
25 Attorneys for Plaintiff **Petter**  
**Investments, Inc. d/b/a RIVEER**

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**PROOF OF SERVICE**

I, the undersigned, declare and certify as follows:

I am over the age of eighteen (18) years and employed in the County of Orange, State of California. I am employed in the office of THE ECLIPSE GROUP LLP, members of the Bar of the above entitled Court, and I made the service referred to below at their direction. My business address is 2020 Main Street, Suite 600, Irvine, California 92614.

On September 11, 2013, I served the foregoing document:

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT, FALSE ADVERTISING, INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE, UNFAIR COMPETITION, AND DECLARATORY JUDGMENT**

**VIA CM/ECF FILING SYSTEM.** The undersigned hereby certifies that she caused a copy of the foregoing document(s) to be filed with the clerk of the U.S. District Court, Southern District of California, using the CM/ECF filing system, which caused a copy to be electronically mailed to the following CM/ECF Participant(s) noted below:

Brent E. Johnson Christopher B. Hadley Holland & Hart LLP 222 S. Main St., Suite 2200 Salt Lake City, UT 84101	<b>COUNSEL FOR:</b>  Defendants Hydro Engineering, Inc. and California Cleaning Systems
Kimberly A. Blake Jon S. Tangonan Gordon & Rees LLP 101 West Broadway, Suite 2000 San Diego, CA 92101	<b>CO-COUNSEL FOR:</b>  Defendant Enviremedial Services, Inc.

I declare under penalty of perjury, under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on September 11, 2013, at Irvine, California.

/s/ Rebecca Meegan



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