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Hydro Engineering, Inc. and  
CA Cleaning Systems, Inc.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

**HYDRO ENGINEERING, INC.,**  
a Utah corporation, and **CALIFORNIA  
CLEANING SYSTEMS,** a California  
company,

Plaintiffs,

vs.

**PETTER INVESTMENTS, INC.** d/b/a  
**RIVEER,** a Michigan corporation,

Defendant.

**FIRST AMENDED COMPLAINT FOR  
DECLARATORY JUDGMENT AND  
TRADEMARK INFRINGEMENT**

Civil Case No. 2:13-CV-00673-EJF  
Magistrate Judge Evelyn J. Furse

**DEMAND FOR JURY TRIAL**

Plaintiffs Hydro Engineering, Inc. and CA Cleaning Systems, Inc. in support of their First Amended Complaint for Declaratory Judgment and Trademark Infringement allege as follows:

**NATURE OF ACTION**

1. This action arises and is brought under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, and the Trademark Act of July 5, 1946, as amended, commonly known as the

Lanham Act, 15 U.S.C. § 1051, *et seq.*, the patent laws of the United States, 35 U.S.C. § 100, *et seq.* and Utah statutory and common law.

**PARTIES, JURISDICTION AND VENUE**

2. Plaintiff Hydro Engineering, Inc. (“Hydro”) is a Utah corporation having its principal place of business at 865 West 2600 South, Salt Lake City, Utah 84119.

3. Plaintiff CA Cleaning Systems, Inc. (“CCS”) is a California company having its principal place of business at 3666 San Gabriel River Parkway, Pico Rivera, California 90660.

4. Defendant Petter Investments, Inc. d/b/a Riveer (“Petter” or “Riveer”) is a Michigan corporation with a principal place of business at 233 Veterans Boulevard, South Haven, Michigan 49090.

5. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338, and 2201-2202. This Court has supplemental jurisdiction over the factually-related state law claims in this dispute pursuant to 28 U.S.C. § 1367.

6. This Court possesses personal jurisdiction over Petter because it regularly transacts business in the State of Utah directly and/or through a distributor or factory representative. Petter is also a defendant in Civil Case No. 2:11-cv-00139, a related co-pending civil action in this jurisdiction.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Petter regularly conducts business in this district, and because Petter is a defendant in other pending litigation in this district.

**GENERAL ALLEGATIONS**

8. Hydro and Petter are direct competitors for aircraft wash and equipment wash pad systems that are sold to both private industry as well as government agencies, both foreign and domestic, particularly their militaries. One of the largest customers for Hydro's and Petter's products is the U.S. Military.

9. On May 24, 2013, Petter filed suit in the Southern District of California, Case No. 13CV1235 LAB WMC, against Hydro, CCS, Enviremedial Services, Inc. ("Enviremedial") and J&S Equipment ("J&S"), (the "California Complaint"). Petter's California Complaint alleges patent infringement, false advertising, intentional interference with prospective economic advantage and unfair competition. A true and correct copy of the California Complaint and all exhibits is attached hereto as Exhibit A.

10. The California Complaint alleges infringement of U.S. Patent No. 6,164,298 (the "'298 Patent") by Hydro, CCS, J&S and Enviremedial.

11. Enviremedial is a competitor of Hydro.

12. CCS and J&S are customers of Hydro's wash rack products, called Hydropads, and Hydro has indemnified them from Petter's patent infringement claims. A true and correct copy of Hydro's Hydropad website product information is attached as Exhibit B ("Hydropad Product Information"). J&S purchased a Hydropad over 6 years ago, and therefore, and upon information and belief, the statutory period for damages has elapsed pursuant to 35 U.S.C. § 286. Upon information and belief, J&S has or will be dismissed from the California Complaint, and therefore does not join Hydro and CCS in this Complaint for declaratory relief.

13. The California Complaint also alleges, but does not expressly assert, infringement of U.S. Patent No. 6,021,792 (the “’792 Patent”). The ’792 Patent was asserted against Hydro in a previous lawsuit between the parties in entitled *Petter Investments, Inc. v. Hydro Engineering, Inc., et al.*, Case No. 1:07-CV-1033, in the United States District Court for the Western District of Michigan, Southern Division (the “Michigan Patent Case”). The Honorable Judge Quist of that Court, found on summary judgment that the ’792 Patent was not infringed by Hydro. A true and correct copy of Judge Quist’s decision and the complaint referenced in the decision are attached hereto as Exhibit C. Petter never appealed that decision and the time to do so has long since passed.

14. The application that resulted in the ’298 Patent was a divisional of the application that resulted in the ’792 Patent, both patents are assigned to Petter and both were issued before the Michigan Patent Case was filed in 2007. (*See* California Complaint at ¶¶ 11 and 14).

15. Petter’s claims of infringement of the ’298 Patent should have been raised in the Michigan Patent Case between Hydro and Riveer. Hydro’s wash pads have not changed in any material respect since the parties both asserted wash pad related patents against each other in Michigan. Under principles of res judicata, claim preclusion, issue preclusion, collateral estoppel and/or laches, Petter should be precluded from asserting either the ’298 Patent or the ’792 Patent against Hydro or any of its customers.

16. On September 12, 2013, Riveer filed a First Amended Complaint in the California Action adding claims of patent infringement against Hydro for U.S. Patent Nos. 8,499,774 (“the ’774 patent”) and 8,506,720 (“the ’720 patent”). A true and correct copy of the California Amended Complaint is attached as Exhibit J.

17. Hydro does not make use sell or offer for sale a wash rack system that infringes any claim of the '774 patent.

18. Long before Riveer filed its application that resulted in the '774 patent, one of Hydro's vendors designed and offered for sale a conveyor system for Hydro's wash pads. This prior art transaction, when combined with other prior art of record, anticipates and/or renders obvious the claims of the '774 patent under 35 U.S.C. §§ 102 and 103.

19. Hydro does not make, use, sell, or offer to sell a wash pad with a skid steer side trough that could arguably be accused of infringing the '720 patent. Riveer's only allegation of infringement of the '720 patent in the California Amended Complaint is a website advertisement from October 2011—nearly two years before the '720 patent issued. Riveer has not and cannot cite any evidence of Hydro making or selling any wash pad that could arguably be accused of infringing the '720 patent after the patent issued on August 13, 2013. Riveer's infringement allegations relating to the '720 patent frivolous and in violation of Rule 11(b) of the Federal Rules of Civil Procedure.

20. All claims raised in the California Amended Complaint beside infringement of the '298 Patent (*i.e.*, false advertising, intentional interference with prospective economic advantage, unfair competition, infringement of '774 and 720 patents) are directed to Hydro only. (*See* California Amended Complaint, Second through Eighth claims for Relief at ¶¶ 42-78).

21. According to its California Amended Complaint, Petter alleges that Hydro has falsely advertised their product capabilities to meet certain government specifications, including, but not limited to its Underwriters Laboratories Standard UL-1776 certifications.

22. Hydro has not misrepresented its products or its capabilities to meet neither private industry nor government solicitations' technical specifications. Where Hydro cannot meet or completely satisfy specific specifications, Hydro seeks variances or modifications to those requirements. This is standard practice in the industry, and Petter is well aware of this and often seeks variations and modifications of its own, particularly where the product sought seeks features covered by Hydro's patents, which Petter is not allowed to offer due to the Permanent Injunction that issued against Petter in the Michigan Patent Case. A true and correct copy of the Permanent Injunction is attached hereto as Exhibit D.

23. Petter's California Amended Complaint also alleges that Hydro's "High Pressure Cleaning Machines," are not certified by the Underwriters Laboratories and that Hydro has misrepresented its certifications in order to win business that otherwise would have been Petter's, and Hydro has therefore defrauded its customers including the U.S. government.

24. Contrary to these allegations, Hydro's products are certified by the Underwriter Laboratories Standard and Hydro obtained authorization to mark its products as such by third-party Intertek Testing Services NA Inc. A list of all Hydro's certifications, including for those Petter alleges are not certified can be found on Hydro's website at the following location: <http://www.hydroblaster.com/Certifications.htm>. These certifications, including identification of the specific models Petter alleges are not certified, were publicly available on Hydro's website before Petter filed its California Complaint. Further, the documents attached to Petter's California Complaint, on their face show several product identification numbers that when cross-referenced to Hydro's listed certifications; show that they are in fact UL-1776 Certified.

25. A search and review of Hydro's certifications shows that Hydro's products (ATAWS, AWS and MV-22 Washers) all use model 5/3000GHO power washers. Hydro's Model 5/3000GHO power washers are specifically certified by Underwriters Laboratories Standard UL-1776. True and correct copies of Hydro's Authorization To Mark these products as certified are attached hereto as Exhibits E and F.

26. Petter also alleges that its MV-22 washers are not certified, which is false. Petter's allegations regarding the MV-22 wash system are particularly troubling since this wash system is a customized product for the U.S. military and is not presently a publicly advertised product. Upon information and belief, Petter improperly learned of Hydro's MV-22 wash system from its business and contracting partner Kärcher North America, Inc. ("Kärcher"), or from another source. However, Kärcher was the only other bidder for the MV-22 contract with the U.S. military, which was awarded to Hydro. During that solicitation process, Kärcher protested Hydro's award on the specific grounds that Hydro's MV-22 system was not UL-1776 certified. Following review of the protest, the U.S. government agreed with Hydro that its MV-22 system was in fact UL certified. Upon information and belief, Petter knew of this information from Kärcher or another source, before it filed its California Amended Complaint.

27. The California Amended Complaint also alleges impropriety by Hydro regarding a report written by Enviremedial regarding a Petter wash rack and comments made or reference or citation to that report to the U.S. Marine Corps. Hydro's discussion of or citation to a third-party competitor's findings and evaluation of a Petter product is not improper.

28. In its California Amended Complaint, Petter also alleges intentional interference with prospective advantage and unfair competition of the allegedly improper and bad acts as

discussed above. Hydro has not engaged in any improper conduct nor has it intentional interfered or unfairly competed with Petter, or anyone else.

29. Hydro offers systems for washing aircraft engines using the trademark TEWS. TEWS, as used by Hydro, stands for Turbine Engine Wash System. Hydro also uses the name TURBINE ENGINE WASH SYSTEM to sell its TEWS product. A true and correct copy of Hydro's TEWS website product information is attached as Exhibit G ("TEWS Product Information").

30. Hydro began using its TEWS mark in connection with its aircraft washing services prior to 2000.

31. Although TEWS is an acronym for turbine engine wash system, by virtue of substantially exclusive and continuous use, significant advertising and sales, the TEWS mark has acquired secondary meaning and Hydro has obtained common law trademark rights in the TEWS mark. From its first sale of a TEWS prior to 2000 to the present date, only Hydro has sold a TEWS product.

32. Hydro sells two variants of the TEWS, TEWS-DST for large aircraft and TEWS-C a tactical variant for multiple aircraft. Hydro states in its specification sheets for these products that its TEWS-DST product is "[t]otally self-contained, the 12/075TEWS-DST is the next generation of cleaning systems designed specifically to support large aircraft washing requirements" and that its TEWS-C is "[t]otally self-contained for a one-man operation, the TEWS-C is the next generation of cleaning systems designed specifically to support the engine washing requirements for multiple aircraft." True and correct copies of Hydro's TEWS-DST



Specification Sheet and TEWS-C Specification Sheet are attached as Exhibits H and I respectively.

33. To Hydro's knowledge, Petter has never advertised or sold a stand alone turbine engine wash system.

34. Beginning in 2010, Petter began selling a system for washing aircraft using the terms TAWS and Total Aircraft Wash System. TAWS, as used by Petter, stands for Total Aircraft Wash System.

35. Petter's TAWS system contains a turbine engine wash system which Petter has referred to as a TEWS.

36. Petter has been aware of Hydro's TEWS product and its exclusive use of the TEWS mark in connection with this product for more than a decade.

37. Petter and/or its agents have acknowledged that TAWS has only a one letter difference ("A" vs. "E") from TEWS and that use of a similar acronym may cause confusion with respect to these products.

38. Actual confusion has occurred as a result of Petter's use of the TAWS mark.

39. On information and belief, Petter knowingly and intentionally copied the TEWS trademark of Hydro in attempt to take unfair advantage of and trade off the reputation and goodwill which Hydro had earned and had been established in the TEWS mark over many years in the industry.

40. Continued loss of the ability to use TEWS or Turbine Engine Wash System would have an adverse effect on Hydro's current and future operations.

41. The actions of Petter demonstrate a violation of trademark laws, amounting to unfair competition and deceptive trade practices. These action have resulted in, or will result in, a substantial diversion of trade from Hydro and further exacerbate consumer confusion.

42. The natural, probable and foreseeable result of Petter's wrongful conduct will deprive Hydro of the exclusive commercial benefits it should enjoy in respect to Hydro's TEWS trademark, will deprive Hydro of other business opportunities, will deprive Hydro of goodwill, and will injure Hydro's relations with present and prospective customers.

43. Hydro's right to exclusively use the TEWS mark in this industry is now clouded as a result of Petter's actions. Petter's continued use of TAWS will continue to impede and interfere with Hydro's legitimate business interests and objectives and create confusion with its TEWS trademark, thereby constituting actual harm and injury to Hydro.

44. Hydro is informed and believes that, unless enjoined by this Court, Petter intends to continue its course of conduct to wrongfully use, infringe upon, sell or otherwise profit from Hydro's trademark. As a direct and proximate result of Petter's acts, as alleged above, Hydro has and will suffer irreparable injury and sustain lost profits.

45. Hydro has no adequate remedy at law to redress all of the injuries Petter has caused, and intended to cause, by its conduct. Hydro will continue to suffer irreparable injury and sustain lost profits unless Petter's actions, as alleged above, are enjoined by this Court.

**FIRST CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – RES JUDICATA, COLLATERAL ESTOPPEL CLAIM  
PRECLUSION, ISSUE PRECLUSION, LACHES)**

46. Plaintiff, Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

47. There is an actual controversy between Hydro on the one hand and Petter on the other hand as to whether the '298 Patent and the '792 Patent can be asserted in any jurisdiction in the United States against Hydro.

48. The '298 Patent is a divisional of the '792 Patent and both are discussed in the California Complaint: "The '792 patent covers Riveer's designs and protects Riveer's exclusive right to sell its wash rack designs without infringement by competitors such as Hydro, or its products."; "The '298 patent covers designs including Riveer's original grate/basin modular wash rack design, and the '298 patent protects Riveer's exclusive right to sell its wash rack designs without infringement by competitors such as Hydro, or its products."

49. The '792 Patent was asserted against Hydro previously in the Western District of Michigan. Judge Quist ruled that Hydro does not infringe the '792 Patent.

50. Claims that Hydro infringes either the '298 Patent or the '792 Patent should be estopped based on principles of res judicata, claim preclusion, issue preclusion, collateral estoppels and/or laches.

**SECOND CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – INVALIDITY OF '298 PATENT AND '792 PATENT)**

51. Plaintiffs, Hydro and CCS, hereby incorporate all of the foregoing allegations as if set forth in full herein.

52. There is an actual controversy between Hydro and CCS on the one hand and Petter on the other hand as to whether the '298 Patent and the '792 Patent are valid.

53. The First Cause of Action is dispositive of the patent claims. Nevertheless, in the alternative, the claims of the '298 Patent and '792 Patent are invalid for failure to comply with the conditions for patentability specified in 35 U.S.C. §§ 102 and 103, *et seq.*

54. The claims of the '298 Patent and '792 Patent are invalid for failure to comply with at least the conditions of patentability specified in 35 U.S.C. §§ 102 and 103 because the claimed subject matter is disclosed in the prior art and is obvious.

**THIRD CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – NON-INFRINGEMENT OF '298 PATENT AND '792 PATENT)**

55. Plaintiffs, Hydro and CCS, hereby incorporate all of the foregoing allegations as if set forth in full herein.

56. There is an actual controversy between Hydro and CCS on the one hand and Petter on the other hand as to whether Hydro infringes the '298 Patent or its parent the '792 Patent either directly under 35 U.S.C. § 271(a), by inducement under 35 U.S.C. § 271(b) or by contributory infringement under 35 U.S.C. 271(c).

57. The First Cause of Action is dispositive of the patent claims. Nevertheless, in the alternative, neither Hydro nor CCS infringe either the '298 Patent or the '792 Patent or contributes or induces infringement by others because neither Hydro nor CCS practice each element of any claim of the '298 Patent or the '792 Patent.

58. Honorable Judge Quist of the Western District of Michigan has already found that Hydro's productions do not infringe the '792 Patent.

59. Hydro and CCS hereby seek a declaration that neither they nor any of its clients or customers infringe either the '298 Patent or the '792 Patent or contribute to or induce infringement by others.

**FOURTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – INVALIDITY OF '774 PATENT)**

60. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

61. There is an actual controversy between Hydro and Riveer as to whether the '774 Patent is valid.

62. The claims of the '774 Patent are invalid for failure to comply with the conditions for patentability specified in 35 U.S.C. §§ 101, 102, 103, and 112 *et seq.*

63. Accordingly, Hydro is entitled to a judgment declaring the claims of the '774 patent invalid.

**FIFTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – NON-INFRINGEMENT OF '774 PATENT)**

64. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

65. There is an actual controversy between Hydro and Riveer as to whether Hydro infringes the '774 Patent either directly under 35 U.S.C. § 271(a), by inducement under 35 U.S.C. § 271(b) or by contributory infringement under 35 U.S.C. 271(c).

66. None of Hydro's wash pad products satisfy every element recited in any of the claims of the '774 patent. Therefore, Hydro does not infringe the '774 Patent or contribute to or induce infringement by others.

67. Accordingly, Hydro is entitled to a judgment declaring that its wash pad products do not infringe the claims of the '774 patent.

**SIXTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – INVALIDITY OF '720 PATENT)**

68. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

69. There is an actual controversy between Hydro and Riveer as to whether the '720 Patent is valid.

70. The claims of the '720 Patent are invalid for failure to comply with the conditions for patentability specified in 35 U.S.C. §§ 101, 102, 103, and 112 *et seq.*

71. Accordingly, Hydro is entitled to a judgment declaring the claims of the '720 patent invalid.

72. This is an exceptional case based on Riveer's failure to present the United States Patent and Trademark Office with material prior art relating to the claims of the '720 patent while prosecuting the application that resulted in the '720 patent. As such, Hydro is entitled to recover its attorneys fees and costs in defending against Riveer's claims in this action under 35 U.S.C. § 285.

**SEVENTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – NON-INFRINGEMENT OF '720 PATENT)**

73. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

74. There is an actual controversy between Hydro and Riveer as to whether Hydro infringes the '720 Patent either directly under 35 U.S.C. § 271(a), by inducement under 35 U.S.C. § 271(b) or by contributory infringement under 35 U.S.C. 271(c).

75. None of Hydro's wash pad products satisfy every element recited in any of the claims of the '720 patent. Therefore, Hydro does not infringe the '720 Patent or contribute to or induce infringement by others.

76. Accordingly, Hydro is entitled to a judgment declaring that its wash pad products do not infringe the claims of the '720 patent.

77. Riveer's allegations of infringement of the '720 patent are frivolous, fail to comply with Rule 11(b), and render this case exceptional. As such, Hydro is entitled to recover its attorneys fees and costs in defending against Riveer's claims in this action under 35 U.S.C. § 285.

**EIGHTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – LANHAM ACT)**

78. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

79. There is an actual controversy between Hydro on the one hand and Petter on the other hand as to whether Hydro falsely advertised its capabilities and the certifications of its products pursuant to the Lanham Act § 43(a) or common law trademark rights under the State of Utah.

80. As alleged above Hydro has not made any false misrepresentations or engaged in false advertising regarding its products and their ability to meet certain specifications, including whether its products have been certified by the Underwriters Laboratories.

81. Petter is not entitled to any damages, including actual, consequential, enhanced, lost profits or unjust enrichment profits, or any other, whatsoever.

82. Hydro hereby seeks a declaration that it has not made any material misrepresentations nor has it falsely advertised its products, as alleged by Petter in its California Complaint.

**NINTH CAUSE OF ACTION**  
**(DECLARATORY JUDGMENT – STATE LAW CLAIMS)**

83. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.

84. Petter's California Complaint alleges the following state law claims against Hydro: false advertising, intentional interference with prospective economic advantage and unfair competition.

85. As alleged above Hydro has not made any false misrepresentations regarding its products and their ability to meet certain specifications, including whether its products have been certified by the Underwriters Laboratories.

86. Hydro hereby seeks a declaration that Hydro has not made any material misrepresentations, has not misrepresented the certifications of its products and has not defrauded anyone, including the U.S. military, as alleged in Petter's California Complaint.

**TENTH CAUSE OF ACTION**  
**(TRADEMARK INFRINGEMENT)**

87. Plaintiff Hydro hereby incorporates all of the foregoing allegations as if set forth in full herein.



88. Hydro is entitled to legal protection of its trademark under § 43(a) of the Lanham Act.

89. Although TEWS is an acronym for turbine engine wash system, Hydro has substantially exclusively and continuously used the TEWS mark in connection with turbine engine wash systems since before 2000. To Hydro's knowledge, no other company in its industry has used the TEWS mark to identify a particular product or service.

90. Due to Hydro's length of use, extensive advertising, sales of its TEWS product, it has acquired secondary meaning.

91. Petter has recently adopted the TAWS mark for a total aircraft wash system that has, among others, a turbine engine wash capacity. Hydro's TEWS and Petter's TAWS are related goods.

92. Petter sells its TAWS product to fulfill, among other things, turbine engine wash capacity to the same customers to which Hydro has historically sold its TEWS.

93. Petter sells its TAWS product in generally the same manner and through the same marketing channels as Hydro sells its TEWS, as the parties are direct competitors.

94. By virtue of its longstanding and exclusive use in this industry, Hydro's TEWS mark has become a strong mark.

95. Petter's TAWS mark is very similar to Hydro's TEWS mark – the only difference being one vowel.

96. There is evidence that Petter's adoption of the TAWS mark has caused confusion with Hydro's customers that know that TEWS products derive only from Hydro.

97. On information and belief, Petter adopted a mark that was so close to Hydro's well known TEWS mark that it intended to trade off Hydro's goodwill in the TEWS mark when it adopted its confusingly similar TAWS mark.

98. While the degree of care of purchasers is relatively high, even the sophisticated purchasers have already been confused in the limited time that Petter has offered its TAWS product, indicating a likelihood of confusion.

99. Petter's use of the TEWS mark in commerce is likely to cause confusion or cause or mistake or to deceive as to whether Petter is affiliated, connected, or associated with Hydro or as to whether Hydro originated, sponsored or approved of Hydro's TAWS product and related activities.

100. By so acting, Petter has violated § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

101. On information and belief, Petter's copying of Hydro's trademark was intentional, and in bad faith. Petter intended to create a confusingly similar in name, turbine engine wash, intended to trade off of Hydro's brand recognition for TEWS and confuse customers about the origin of that product.

102. Petter's acts of trademark infringement have caused and continue to cause damages and injury to Hydro.

103. Hydro may disgorge Petter's TAWS profits and recover for its damages an award to compensate Hydro for the injuries and damages they has sustained as a result of Petter's conduct which violates § 43(a) of the Lanham Act.

104. Because Petter's actions, on information and belief, were intentional, willful and or deliberate, Hydro is entitled to an award of treble damages under § 35(a) of the Lanham Act (15 U.S.C. § 1117(a)).

**PRAYER FOR RELIEF**

FOR THESE REASONS, Plaintiffs Hydro and California Cleaning prays for a judgment in their favor and against Riveer as follows:

A. A declaration that the '298 Patent, '792 Patent, '774 Patent, and '720 Patent are invalid;

B. A declaration that neither Hydro nor CCS infringe either the '298 Patent or the '792 Patent or contributes to or induces infringement by others;

C. A declaration that Hydro does not infringe either the '774 Patent or the '720 Patent or contribute to or induce infringement by others;

D. That the Court declare Riveer's claims that Hydro and CCS infringe the '298 Patent and/or the '792 Patent are barred by res judicata, claim preclusion, issue preclusion, collateral estoppel and/or laches;

E. That the Court find that Riveer's use of the TAWS trademark is likely to cause consumer confusion with Hydro's use of its TEWS mark;

F. That the Court order that Riveer, its directors, officers, employees, servants, attorneys, agents, representatives, distributors, licensees, and all persons in active concert or participation with them, be enjoined and restrained permanently from using the TAWS trademark or any other trademark confusingly similar to Hydro's TEWS mark;

G. That the Court declare that Hydro has not falsely advertised capabilities or its certifications;

H. That the Court declare that Hydro has not intentional interfered with the prospective economic advantage of Riveer;

I. That the Court deem Riveer's actions constitute an exceptional case and award Hydro and CCS its reasonable attorneys' fees and costs under the Lanham Act and the Patent Act; and

J. For such other and further relief as the Court deems appropriate.

**JURY DEMAND**

Plaintiffs Hydro and CCS hereby demand that all claims or causes of action raised in this Complaint be tried by a jury to the fullest extent possible under the United States and State of Utah Constitutions, statutes, and laws.

Dated this 27th day of September, 2013.

HOLLAND & HART, LLP

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