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

<p>RENNSLI CORP., a Utah corporation, Plaintiff, vs. BRETT C. WINBERG, a Utah resident, COMBUSTION TECHNOLOGIES USA LLC, a Utah limited liability company, and BOOST PERFORMANCE PRODUCTS INC., a Utah corporation, Defendants.</p>	<p>COMPLAINT FOR PATENT INFRINGEMENT (Jury Trial Demanded) Case No: 2:20-cv-00247-JNP Judge Jill N. Parrish</p>
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Plaintiff Rennsli Corp., (“Rennsli”) through its legal counsel, complains against defendants Brett C. Winberg (“Winberg”), Combustion Technologies USA LLC (“Combustion”), and Boost Performance Products Inc., (“Boost”) as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement pursuant to 35 U.S.C. Section 271.

PARTIES

2. Rennsli is a Utah corporation with a principal place of business in Orem, Utah.

3. Upon information and belief, defendant Winberg is an individual residing in Sandy, Utah.

4. Upon information and belief, defendant Combustion is a Utah limited liability company with a principal place of business in Sandy, Utah. Upon information and belief, Winberg is a member and manager of Combustion.

5. Upon information and belief, defendant Boost is a Utah corporation with a principal place of business in Sandy, Utah.

JURISDICTION AND VENUE

6. This is an action for patent infringement arising under the patent laws of the United States of America, Title 35, United States Code. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Upon information and belief, Combustion is engaged in the business of manufacturing, selling, and/or offering for sale a variety of products relating to internal combustion engines, including fuel additives, lubricants, filters, and related products. Among its line of fuel additives are “fuel pills” and “fuel powder” that it sells under the CleanBoost brand and others, throughout the world, including in this District. Combustion sells many of its products through a local distributor, Boost, which, in turn, re-sells these products to consumers throughout the world, including in this District.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b) because Winberg resides in this District and because Combustion and Boost have committed acts of infringement and have a regular and established place of business in this District.

THE PATENT IN SUIT

9. The lead inventor on the '693 Patent is W. Wesley Parish, who holds B.S. degrees in chemistry, math, and physics and a Ph.D. in organic chemistry, all from Brigham Young University in Provo, Utah. After graduating from Brigham Young, Dr. Parish completed two years of post-doctoral research in the field of medicinal chemistry before he founded Parish Chemical Company in 1972 where he served as president for over 40 years. Under Dr. Parish's leadership, Parish Chemical became a leader in the organic chemistry contract manufacturing industry and pioneered products and processes for the pharmaceutical, nutritional, aerospace, military and fuel additive industries. In the 1980's, Parish Chemical was contracted by Thiokol Corp. (now part of Northrop Grumman) to develop and manufacture solid rocket fuel for the CL-20 project and NASA test booster program located in Utah. Dr. Parish is a pioneer and expert in burn-rate modifiers and was able to use his expertise and knowledge to develop specialized burn-rate modifiers that can be used in all types of fuels. Dr. Parish's work has produced numerous patents and he continues to work as a consultant to various businesses.

10. Dr. Parish experimented with a number of organometallic compounds to enhance the combustion of various types of fuel in internal combustion engines, thereby reducing knocking and increasing the amount of energy obtained from the fuels during combustion. He determined that ferrocene provide an economical and available compound for enhancing burn rate in fuels, and he developed a number of proprietary liquid products based on ferrocene.

11. Dr. Parish also sought to create a solid product so that the product would be easier to dispense. One significant challenge, however, was the difficulty in handling the solid ferrocene and incorporating it into a salable product. Because the preferred dosage of ferrocene

as a fuel additive in 20 gallons of fuel was extremely small, developing a product that could be accurately handled by consumers was a challenge.

12. Dr. Parish, along with Michael Thompson Ph.D., a Parish Chemical employee, eventually solved that problem by utilizing a fuel soluble biphenyl as a carrier for the ferrocene. The biphenyl did not significantly impact the combustion process and it would readily dissolve in all kinds of fuel. Thus, they realized that by mixing very small amounts of solid ferrocene in the biphenyl, they could produce a fuel soluble powder that could be readily measured and mixed with fuel. The powder could also be pressed into pellets, or pills, that could be easily handled by consumers.

13. Drs. Parish and Thompson filed for a provisional patent application for this development on November 18, 2005. They subsequently filed an international patent application under the Patent Cooperation Treaty (“PCT”) on November 17, 2006, designating, among other countries, the United States. The PCT application was subsequently “nationalized” in the United States. The resulting U.S. application was examined and granted, with U.S. Patent No. 7,959,693 (the “’693 Patent” or “the Patent in Suit”) issuing on June 14, 2011. A copy of the ’693 patent is attached as Exhibit A.

14. Drs. Parish and Thompson assigned the ’693 Patent to Parish Chemical Company. Parish Chemical Company assigned the ’693 Patent to Ferox, Inc., a predecessor entity to Rennsli. Thus, Rennsli is the assignee of all rights to the ’693 Patent.

15. Patents corresponding to the ’693 Patent have also been granted in Australia, the European Union, and Canada.

16. Rennsli sells product as described and claimed in the '693 Patent in the United States and throughout the world, including in Abu Dhabi, South Korea, Mexico, South America, Albania, Bosnia, Lebanon, Israel, Jordan, and Saudi Arabia.

17. Beginning in 2008, Rennsli manufactured its patented fuel additive product in tablet and powder form to sell to Combustion for resale under the CleanBoost name. In 2009, Rennsli added a number of its proprietary liquid formulations to its product lineup which it manufactured for Combustion, including liquid formulations which Combustion re-branded and sold under the CleanBoost Maxx, CleanBoost Diesel, CleanBoost Plus, and Sno-cat names.

18. Upon information and belief, beginning in 2009 and continuing for several years, Rennsli was Combustion's sole source for all US-manufactured products sold under the CleanBoost names, including liquids and Rennsli's patented powder and tablet form products.

19. On information and belief, by about 2014 Combustion began sourcing the manufacture of counterfeit products and substituting them for the liquid products it previously had purchased from Rennsli.

20. On information and belief, in about 2017, defendant Winberg decided that he could substantially increase Combustion's profits on its CleanBoost products by cutting Rennsli out of the supply chain and manufacturing its own solid fuel additive products instead of purchasing them from Rennsli.

21. Upon information and belief, in 2017 or 2018, Combustion, as personally directed by Winberg, purchased a small V-blender for mixing the biphenyl with ferrocene and began purchasing 20-kilogram bags of biphenyl. Upon information and belief, in that time period, Combustion, as personally directed by Winberg, began making and selling a solid fuel additive

product that was an attempted knock off of what Rennsli had been manufacturing and selling to Combustion for re-sale under the CleanBoost name—a product made pursuant to the composition and methods claimed in the '693 Patent—at least some of which was sold by Combustion under the CleanBoost trademark.

22. In January of 2019, Rennsli obtained a bag of powdered fuel additive from Boost that was manufactured by Combustion. The product obviously was not manufactured by Rennsli as the product consistency was poor, the weight of the powder was falsely stated on the invoice, and the heat seal on the bag was different from that employed by Rennsli. Rennsli had the product tested and determined that it contained ferrocene and biphenyl. A copy of the testing results is attached as Exhibit B.

23. Upon information and belief, Combustion recruited Boost to distribute some of its products, selling product to Boost who then re-sells the product to customers throughout the United States.

24. Upon information and belief, Winberg claimed to be manufacturing, through Combustion, a fuel additive powder such as that tested by Rennsli and selling several bags each month to customers in South Africa and Australia. Upon information and belief, Combustion manufactures and sells powdered fuel additives that include a combination of ferrocene and biphenyl under the CleanBoost name and possibly others, that infringe the '693 Patent (“the Infringing Powder Products”).

25. Upon information and belief, in late spring of 2019, Combustion, as directed by Winberg, purchased a tablet press and, since that time, has been making tablets of 0.5g, 1g, 1.5g and possibly others that include a combination of ferrocene and biphenyl as claimed in the '693

Patent which it then offers to sell and sells under a variety of names, including CleanBoost, Eco Pills, and others (“the Infringing Tablet Products”). Upon information and belief, such infringing activities continue to the present.

26. Upon information and belief, Boost purchases Infringing Tablet Products from Combustion and re-sells them throughout the world, including in this District.

27. On September 28, 2018, Rennsli sent Winberg a cease-and-desist letter addressed to Combustion, complaining of Combustion’s infringement and demanding that it discontinue such infringement (attached as Exhibit C). Winberg and Combustion responded by quickly removing images from the Combustion website but continued to supply Rennsli-owned marketing materials to their customers and otherwise ignoring the requests in the cease-and-desist letter.

28. Upon information and belief, Winberg has represented, and continues to represent, to Combustion customers and potential customers that he is the inventor and manufacturer of Rennsli’s patented products and that Rennsli’s products are a “knock off” of Combustion’s products.

29. Upon information and belief, many of the customers to which Combustion and Boost sell the Infringing Powder Products and/or the Infringing Tablet Products, are customers that previously purchased Rennsli’s patented products.

Count I – Induced Infringement of the ’693 Patent Against Winberg

30. Rennsli restates and incorporates herein each of the paragraphs above as if alleged herein.

31. On information and belief, Winberg has induced infringement of the '693 Patent under 35 U.S.C. § 271(b) by inducing Combustion to manufacture the Infringing Powder Products and the Infringing Tablet Products (cumulatively "the Infringing Products") in a manner that constitutes direct infringement of at least method claim 6 of the '693 Patent, by personally and/or through Combustion's employees and agents, performing the method recited in at least claim 6 of the '689 Patent in a way that constitutes direct infringement of the '689 Patent.

32. On information and belief, Winberg has induced infringement of the '693 Patent under 35 U.S.C. § 271(b) by inducing Combustion to offer for sale and sell the Infringing Products, actions that constitute direct infringement of at least claim 1 of the '693 patent, by personally and/or through Combustion's employees and agents, selling and offering to sell the Infringing Products to thereby directly infringe at least claim 1 of the '693 Patent.

33. Winberg had actual knowledge of the '693 Patent prior to the filing of this Complaint. For example, on or about September 28, 2018, Winberg was notified in writing of the existence of the '693 Patent and of Combustion's direct infringement of that patent. On information and belief, Winberg had actual knowledge of the '693 Patent well before that time.

34. Upon information and belief, Winberg had the specific intent to induce and did induce Combustion to infringe the '693 Patent under 35 U.S.C. § 271(b), by, for example, causing Combustion to make, use, sell, and/or offer to sell the Infringing Products to thereby directly infringe at least claims 1 and 6 of the '693 Patent during the term of the '693 Patent, including by directing that Combustion purchase ferrocene and biphenyl, purchase V-blenders and pill presses, manufacture the Infringing Products, and market and sell such products to Combustion customers.

35. Thus, Winberg has specifically intended to induce, and has induced, Combustion to infringe at least claims 1 and 6 of the '693 Patent, and Winberg has known of or been willfully blind to such infringement. Winberg has advised, encouraged, and/or aided Combustion to engage in direct infringement, including through his encouragement, advice, and assistance to Combustion to make, use, offer to sell, and sell the Infringing Products.

36. Winberg's actions constitute willful and intentional infringement of the '693 Patent. After obtaining knowledge of the '693 Patent, Winberg continued to have Combustion make, use, sell, and offer to sell the Infringing Products to directly infringe the '693 Patent. Winberg knew, or it was so obvious that Winberg should have known, that the actions it induced Combustion to take constituted acts of direct infringement of the '693 Patent.

37. Rennsli has been damaged by Winberg's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty for Combustion's sales of the Infringing Products.

Count II –Infringement of the '693 Patent Against Combustion

38. Rennsli restates and incorporates herein each of the paragraphs above as if alleged herein.

39. Upon information and belief, Combustion has made, used, sold, and/or offered for sale the Infringing Products in the United States, including within this District.

40. Upon information and belief, Combustion has directly infringed at least claims 1 and 6 of the '693 Patent either literally or under the doctrine of equivalents by manufacturing, using, selling, and/or offering for sale the Infringing Products in violation of 35 U.S.C. § 271(a).

41. Upon information and belief, Combustion has induced the infringement of at least claim 1 of the '693 Patent in violation of 35 U.S.C. § 271(b) by selling the Infringing Products to Boost and others and instructing them to use the Infringing Products to thereby directly infringe the '693 Patent.

42. Combustion has, since at least as early as September 18, 2018, known or been willfully blind to the fact that its customers' use of the Infringing Products and Boost's use, sale, and offers for sale of the Infringing Products directly infringe the '693 Patent.

43. Thus, Combustion has specifically intended to induce, and has induced, third-party infringers to infringe at least claim 1 of the '693 Patent, and Combustion has known of or been willfully blind to such infringement. Combustion has advised, encouraged, and/or aided third-party infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the Infringing Products.

44. At all relevant times Rennsli has been in compliance with the marking provisions of 35 U.S.C. §287(a).

45. Combustion's actions constitute willful and intentional infringement of the '693 Patent. Combustion has infringed the '693 Patent with reckless disregard of Rennsli's patent rights. Combustion knew of the '693 Patent by, for example, receiving written notice of it at least as early as September 28, 2018. After obtaining knowledge of the '693 Patent, Combustion continued to make, use, sell, and offer to sell the Infringing Products, thereby infringing the '693 Patent. Combustion knew, or it was so obvious that Combustion should have known, that its actions were infringing the '693 Patent.

46. Rennsli has been damaged by Combustion's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty for its sales of the Infringing Products.

Count III – Infringement of the '693 Patent Against Boost

47. Rennsli restates and incorporates herein each of the paragraphs above as if alleged herein.

48. Upon information and belief, Boost has used, sold, and/or offered for sale the Infringing Products in the United States, including within this District.

49. Upon information and belief, Boost has directly infringed at least claim 1 of the '693 Patent either literally or under the doctrine of equivalents by using, selling, and/or offering for sale the Infringing Products in violation of 35 U.S.C. § 271(a).

50. Upon information and belief, Boost has induced the infringement of at least claim 1 of the '693 Patent in violation of 35 U.S.C. § 271(b) by selling the Infringing Products to others and instructing them to use the Infringing Products to thereby directly infringe the '693 Patent.

51. Since at least as early as October 10, 2018 when Boost was verbally advised of the Patent in Suit, Boost has known or been willfully blind to the fact that its customers' use of the Infringing Products directly infringes the '693 Patent.

52. Thus, Boost has specifically intended to induce, and has induced, third-party infringers to infringe at least claim 1 of the '693 Patent, and Boost has known of or been willfully blind to such infringement. Boost has advised, encouraged, and/or aided third-party

infringers to engage in direct infringement, including through its encouragement, advice, and assistance to the third-party infringers to use the Infringing Products.

53. At all relevant times Rennsli has been in compliance with the marking provisions of 35 U.S.C. §287(a).

54. Boost's actions constitute willful and intentional infringement of the '693 Patent. Boost has infringed the '693 Patent with reckless disregard of Rennsli's patent rights. Boost knew of the '693 Patent by, for example, receiving notice of it at least as early as October 10, 2018. After obtaining knowledge of the '693 Patent, Boost continued to make, use, sell, and offer to sell the Infringing Products, thereby infringing the '693 Patent. Boost knew, or it was so obvious that Boost should have known, that its actions were infringing the '693 Patent.

55. Rennsli has been damaged by Boost's infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty for its sales of the Infringing Products.

DEMAND FOR JURY TRIAL

56. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Rennsli requests a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Rennsli requests the following relief:

57. A judgment in favor of Rennsli that Winberg has indirectly infringed one or more claims the '693 Patent;

58. A judgment in favor of Rennsli that Winberg's inducement of the infringement of the '693 Patent has been willful;

59. A judgment in favor of Rennsli that Combustion has directly infringed one or more claims of the '693 Patent;

60. A judgment in favor of Rennsli that Combustion's direct infringement of the '693 Patent has been willful;

61. A judgment in favor of Rennsli that Boost has directly infringed one or more claims of the '693 Patent;

62. A judgment in favor of Rennsli that Boost's direct infringement of the '693 Patent has been willful;

63. A ruling that this case is "exceptional" under 35 U.S.C. § 285 and ordering Winberg, Combustion, and Boost to pay Rennsli's attorneys' fees;

64. A judgment and order requiring Winberg, Combustion and Boost to pay Rennsli damages adequate to compensate for infringement under 35 U.S.C. § 284, which damages in no event shall be less than a reasonable royalty for the use made of the inventions of the '693 Patent, including supplemental damages for any continuing post-verdict infringement up until the entry of judgment, with an accounting, as needed, pre- and post-judgment interest and costs, including expenses and disbursements;

65. An order that Winberg, Combustion, Boost, their officers, directors, employees, agents, and affiliated entities, and all other parties in active participation or privity with them, be preliminarily and permanently enjoined from infringing the '693 Patent;

66. A judgment and order requiring Winberg, Combustion, and Boost to pay Rennsli treble damages for willful infringement under 35 U.S.C. § 285; and

67. Any and all such further necessary relief as the Court may deem just and proper.

Dated this 13th day of April, 2020.

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