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7  
8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE DISTRICT OF NEVADA**

10  
11 VETERINARY VENTURES, INC.  
a Nevada corporation

12 Plaintiff,

13 v.

14 CENTRAL PURCHASING, INC. dba  
HARBOR FREIGHT TOOLS, INC. a  
15 California corporation,

16 Defendant.

CASE NO.: 3:08-cv-00089-ECR-RAM

**FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

**JURY DEMAND**

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17  
18 Plaintiff Veterinary Ventures, Inc. ("Veterinary Ventures"), complains against Defendant  
19 Central Purchasing, Inc. dba Harbor Freight Tools, Inc. ("Harbor Freight"), and alleges as follows  
20 upon knowledge with respect to itself and its own acts, and upon information and belief as to all  
21 other matters:

22 **Jurisdiction and Venue**

23 1. This Court has jurisdiction over the subject matter of this patent infringement  
24 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

25 2. Venue is proper in this Court under 28 U.S.C. §§ 1391(b) and 1391(d). Venue is  
26 also proper under 28 U.S.C. § 1391(c) in that the Harbor Freight is doing and transacting business  
27 within, and have committed acts of infringement, in this judicial district.

28 ///

**The Parties and Nature of the Complaint**

1  
2 3. Veterinary Ventures is a Nevada corporation with its principal place of business  
3 in Reno, Nevada.

4 4. Upon information and belief, Defendant Central Purchasing, Inc. dba Harbor  
5 Freight is a California corporation and licensed to do business in Washoe County, Nevada, and  
6 maintains a place of business in Reno at 3800 Kietzke Lane, # 150, Reno, Nevada 89502.

7 **The Facts**

8 **A. Veterinary Ventures' Patents**

9 5. United States Patent Number 5,799,609 ("the '609 patent"), entitled "Animal  
10 Waterer," was issued on September 1, 1998. The '609 patent claims watering devices for animals,  
11 methods of watering animals, and containers for watering animals. A true and correct copy of the  
12 '609 patent is attached to this Complaint as *Exhibit A* and is incorporated herein by reference.

13 6. United States Patent Number 5,842,437 ("the '437 patent"), entitled "Animal  
14 Waterer," was issued on December 1, 1998. The '437 patent claims watering devices for animals, a  
15 method of watering animals, and containers for watering animals. A true and correct copy of the  
16 '437 patent is attached to this Complaint as *Exhibit B* and is incorporated herein by reference.

17 7. United States Patent Number 6,055,934 ("the '934 patent"), entitled "Animal  
18 Waterer," was issued on May 2, 2000. The '934 patent claims watering devices for animals and  
19 methods of watering animals. A true and correct copy of the '934 patent is attached to this  
20 Complaint as *Exhibit C* and is incorporated herein by reference.

21 8. The '609 patent, '437 patent, and '934 patent are assigned to and currently owned  
22 by Veterinary Ventures.

23 9. Veterinary Ventures manufactures, or causes to be manufactured, offers for sale,  
24 and sells in the United States pet fountains that embody claims of the '609 patent, '437 patent, and  
25 '934 patent. Veterinary Ventures sells such pet fountains through various distribution channels,  
26 including the World Wide Web, and has sold and shipped its product into the State of Nevada.

27 10. Harbor Freight markets, distributes and sells in the United States pet fountains  
28 that embody claims of the '609 patent, '437 patent, and '934 patent.

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**B. Harbor Freight’s Infringing Acts**

1           11.       Upon information and belief, Harbor Freight has made, used, sold, and offered to  
2 sell within the United States, and it continues to make, use, sell, and offer to sell within the United  
3 States, a product referred to as an “Automatic Pet Water Fountain.” *See*, for example, photographs  
4 of the “Automatic Pet Water Fountain” product attached as *Exhibit D*.

5           12.       Upon information and belief, Harbor Freight manufactures the “Automatic Pet  
6 Water Fountain” product, or causes the “Automatic Pet Fountain” product to be manufactured in the  
7 United States.

8           13.       Harbor Freight has offered and continues to offer for sale, and has sold, the  
9 “Automatic Pet Water Fountain” product within the United States or sold it to distributors or  
10 resellers with knowledge that it would be sold in the United States.

11           14.       Harbor Freight also has at least offered for sale the “Automatic Pet Water  
12 Fountain” in this district through its website [www.harborfreight.com](http://www.harborfreight.com), which is accessible  
13 throughout the United States including within this district. (*See Exhibit D*).

14           15.       Upon information and belief, via its website, Harbor Freight actively solicits  
15 persons and entities wishing to become distributors of the “Automatic Pet Water Fountain” product.

16           16.       Harbor Freight’s “Automated Pet Water Fountain” product is referred to as the  
17 “Accused Product.”

**COUNT I**

**Infringement of the ‘609 Patent**

18           17.       Veterinary Ventures reiterates paragraphs 1 through 16 above as if fully set forth  
19 herein.

20           18.       With its acts with respect to the Accused Product, Harbor Freight has directly  
21 infringed and continues to directly infringe one or more claims of the ‘609 patent in violation of 35  
22 U.S.C. § 271(a).

23           19.       By actively soliciting distributors of the Accused Product, Harbor Freight has  
24 induced others, and continues to induce others, to directly infringe one or more claims of the ‘609  
25 patent in violation of 35 U.S.C. § 271(b).

20. With its acts with respect to the Accused Product, and by actively soliciting distributors of the product, Harbor Freight has contributed and continues to contribute to the direct infringement of one or more claims of the ‘609 patent in violation of 35 U.S.C. § 271(c).

**COUNT II**

**Infringement of the ‘437 Patent**

21. Veterinary Ventures reiterates paragraphs 1 through 20 above as if fully set forth herein.

22. With its acts with respect to the Accused Product, Harbor Freight has directly infringed and continues to directly infringe one or more claims of the ‘437 patent in violation of 35 U.S.C. § 271(a).

23. By actively soliciting distributors of the Accused Product, Harbor Freight has induced others, and continues to induce others, to directly infringe one or more claims of the ‘437 patent in violation of 35 U.S.C. § 271(b).

24. With its acts with respect to the Accused Product, and by actively soliciting distributors of the product, Harbor Freight has contributed and continues to contribute to the direct infringement of one or more claims of the ‘437 patent in violation of 35 U.S.C. § 271(c).

**COUNT III**

**Infringement of the ‘934 Patent**

25. Veterinary Ventures reiterates paragraphs 1 through 24 above as if fully set forth herein.

26. With its acts with respect to the Accused Product, Harbor Freight has directly infringed and continues to directly infringe one or more claims of the ‘934 patent in violation of 35 U.S.C. § 271(a).

27. By actively soliciting distributors of the Accused Product, Harbor Freight has induced others, and continues to induce others, to directly infringe one or more claims of the ‘934 patent in violation of 35 U.S.C. § 271(b).

28. With its acts with respect to the Accused Product, and by actively soliciting distributors of those products, Harbor Freight has contributed and continues to contribute to the

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1 direct infringement of one or more claims of the '934 patent in violation of 35 U.S.C. § 271(c).

2 **PRAYER FOR RELIEF**

3 Veterinary Ventures therefore prays for relief from this Court as follows:

4 A. That Harbor Freight be held liable for infringement of the '609 patent, whether direct  
5 infringement, inducement of infringement, or contributory infringement.

6 B. That Harbor Freight be temporarily, preliminarily, and permanently enjoined from  
7 infringing the '609 patent, whether direct infringement, inducement of infringement, or contributory  
8 infringement.

9 C. That Harbor Freight be required to pay to Veterinary Ventures monetary damages for  
10 infringement of the '609 patent pursuant to 35 U.S.C. § 284, together with legal interest from the  
11 date of accrual thereof.

12 D. That Harbor Freight be required to pay to Veterinary Ventures treble damages for  
13 infringement of the '609 patent pursuant to 35 U.S.C. § 284.

14 E. That Harbor Freight be held liable for infringement of the '437 patent, whether direct  
15 infringement, inducement of infringement, or contributory infringement.

16 F. That Harbor Freight be temporarily, preliminarily, and permanently enjoined from  
17 infringing the '437 patent, whether direct infringement, inducement of infringement, or contributory  
18 infringement.

19 G. That Harbor Freight be required to pay to Veterinary Ventures monetary damages for  
20 infringement of the '437 patent pursuant to 35 U.S.C. § 284, together with legal interest from the  
21 date of accrual thereof.

22 H. That Harbor Freight be required to pay to Veterinary Ventures treble damages for  
23 infringement of the '437 patent pursuant to 35 U.S.C. § 284.

24 I. That Harbor Freight be held liable for infringement of the '934 patent, whether direct  
25 infringement, inducement of infringement, or contributory infringement.

26 J. That Harbor Freight be temporarily, preliminarily, and permanently enjoined from  
27 infringing the '934 patent, whether direct infringement, inducement of infringement, or contributory  
28 infringement.

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1 K. That Harbor Freight be required to pay to Veterinary Ventures monetary damages for  
2 infringement of the '934 patent pursuant to 35 U.S.C. § 284, together with legal interest from the  
3 date of accrual thereof.

4 L. That Harbor Freight be required to pay to Veterinary Ventures treble damages for  
5 infringement of the '934 patent pursuant to 35 U.S.C. § 284.

6 M. That Harbor Freight be required to pay to Veterinary Ventures its reasonable  
7 attorneys' fees and disbursements incurred herein, pursuant to 35 U.S.C. § 285 and the equity  
8 powers of this Court.

9 N. For a finding that Harbor Freight willfully infringed the '609, '437 and '934 patents  
10 and an assessment of damages up to three times the damages awarded to Veterinary Ventures as a  
11 result of Harbor Freight's acts of infringement.

12 O. That Harbor Freight be required to pay Veterinary Ventures costs and reasonable  
13 attorneys fees of this action.

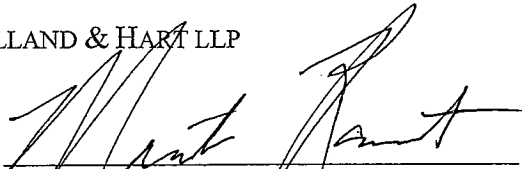
14 P. For such other and further relief as this Court deems just and equitable.

15 **DEMAND FOR JURY TRIAL**

16 Veterinary Ventures hereby makes demand for a trial by jury pursuant to Rule 38 of the  
17 Federal Rules of Civil Procedure as to all issues herein so triable.

18 DATED this 20th day of February 2008.

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20  
21 By: 

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