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9  
10 **THE UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 **Columbia River Mining Supplies, LLC** ) **Case No. CV-20-00672-PHX-SRB**  
13 *Plaintiff* )  
14 **v.** ) **AMENDED COMPLAINT FOR**  
15 **Colter Young Consulting & Design,** ) **PATENT INFRINGEMENT**  
16 **Colter Young Consulting LLC,** )  
17 **Colter Young, and Jane Doe Young** ) **DEMAND FOR JURY TRIAL**  
18 *Defendants.* )  
19 \_\_\_\_\_ )

20 Plaintiff Columbia River Mining Supplies, LLC (“CR Mining”) for its complaint  
21 against Defendants Colter Young Consulting & Design, Colter Young Consulting LLC,  
22 and Colter Young alleges as follows:

23 **THE PARTIES**

24 1. CR Mining is a corporation organized and existing under the laws of the State of  
25 Washington.

26 2. CR Mining is in the business of manufacturing and selling hobbyist gold and iron  
27 prospecting equipment. For example, CR Mining manufactures and sells the Spin It Off™  
28

1 black sand magnetic separator and the Drop Riffle™ power sluice.

2 3. CR Mining has regularly attended annual trade shows in Arizona, including in  
3 Maricopa county, since 2016 to sell its products, including Spin It Off™ black sand  
4 magnetic separator to Arizona residents.

5 4. CR Mining has an Arizona Transaction Privilege Tax (TPT) License Number to do  
6 business in Arizona.

7 5. CR Mining has regularly paid taxes, including at least TPT, to Arizona since  
8 commencing sales at trade shows in Arizona since 2016.

9 6. CR Mining has derived significant revenue from the sale of products at trade shows  
10 in Arizona, selling directly to consumers in Arizona.

11 7. CR Mining intends to continue exhibiting and selling its products at trade shows in  
12 Arizona in the future whenever such trade shows begin operating again.

13 8. CR Mining sells its products through authorized dealers including a dealer located  
14 in Quartzsite, Arizona.

15 9. On information and belief, Colter Young Consulting & Design (“Young C&D”) is  
16 an unincorporated entity with an address at 3525 W. Cassia Street, Boise, Idaho.

17 10. On information and belief, Colter Young Consulting LLC (“Young LLC”) is a  
18 limited liability company organized and existing under the laws of Idaho with a principal  
19 address at 3525 W. Cassia Street, Boise, Idaho.

20 11. On information and belief, Colter Young is a resident of Idaho.

21 12. On information and belief, Colter Young does business under the name Young C&D  
22 and is not a registered trade name or alias.

23 13. On information and belief, Young C&D and Young LLC are subject to common  
24 ownership and governance, in particular by Colter Young.

25 **JURISDICTION AND VENUE**

26 14. This is an action for patent infringement arising under the patent laws of the United  
27 States, 35 U.S.C. §§ 1 et seq., including 35 U.S.C. § 271, relating specifically to U.S. Patent  
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1 No. 9,358,550 (the “550 Patent” or the “Asserted Patent”). This Court has exclusive  
2 subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

3 15. This Court has personal jurisdiction over Young C&D, Young LLC, and Colter  
4 Young, as Young C&D, Young LLC, and Colter Young, have conducted, and does regularly  
5 conduct, business within Arizona. Young C&D, Young LLC, and Colter Young has made,  
6 used, offered to sell, sold, and/or imported into the United States, including to customers  
7 located within Arizona, the Accused Products. Young C&D, Young LLC, and Colter Young  
8 have sought the protection and benefit from the laws of Arizona by placing infringing  
9 products into the stream of commerce through an established distribution channel with the  
10 awareness and/or intent that they will be purchased by consumers in Arizona.

11 16. This Court has personal jurisdiction over Young C&D, Young LLC, and Colter  
12 Young, as Young C&D, Young LLC, and Colter Young, because, on information and belief,  
13 they have attended trade shows as exhibitors in Arizona, where Young C&D, Young LLC,  
14 and Colter Young have made, used, offered to sell, and/or sold products to customers  
15 located within Arizona.

16 17. This Court has personal jurisdiction over Young C&D, Young LLC, and Colter  
17 Young, as Young C&D, Young LLC, and Colter Young, because, on information and belief,  
18 Young C&D, Young LLC, and Colter Young regularly engages in business in this District,  
19 regularly solicits business in this District, and derives substantial revenue from goods sold  
20 and used in this District, including in-person sales to persons in this District, and through  
21 the internet-based sales that are directed to, and accessible by, persons in this District  
22 including through coulteryoung.com, the website for Young C&D.

23 18. Venue is proper in this District under 28 U.S.C. §§ 1367, 1391 and 1400(b).

24 19. A substantial portion of the events giving rise to the claims occurred in this judicial  
25 district, as Young C&D, Young LLC, and Colter Young have caused harm to residents of  
26 this judicial district.

27 **FACTUAL BACKGROUND**

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1 20. CR Mining is the assignee of, owns all right, title and interest in, and has standing  
2 to sue for infringement of United States Patent No. 9,358,550 directed to a “Black Sand  
3 Magnetic Separator,” which was filed on June 30, 2015, and issued on June 7, 2016 (the  
4 “’550 Patent”). A true and correct copy of the ’550 Patent is attached as Exhibit A. The sole  
5 inventor of the ’550 Patent is David Urick, who owns and operates CR Mining.

6 21. CR Mining is a “mom-and-pop” business, entirely run through the work and labor  
7 of Mr. Urick and his wife.

8 22. CR Mining manufactures and sells its Spin It Off™ black sand magnetic separator,  
9 which practices at least one claim of the ’550 Patent, is the sole and exclusive legitimate  
10 manufacturer of these products. CR Mining has sold over a thousand units of the Spin It  
11 Off™ black sand magnetic separator since 2015, and continues to spend nearly \$1,000.00  
12 every month to market its patented product.

13 23. CR Mining’s Spin It Off™ black sand magnetic separator is prominently marked  
14 with the ’550 Patent. The patent protection that encompasses the Spin It Off™ black sand  
15 magnetic separator is routinely featured in the marketing of the Spin It Off™ black sand  
16 magnetic separator.

17 24. One model of the CR Mining’s Spin It Off™ black sand magnetic separator is shown  
18 on CR Mining’s with a distinctive green coloring and CR Mining’s logo.

19 25. The shape and color of CR Mining’s Spin It Off™ black sand magnetic separator  
20 provides a distinctive trade dress whereby consumers in the hobbyist gold and iron  
21 prospecting trade associate the trade dress of the Spin It Off™ black sand magnetic  
22 separator with the Spin It Off™ brand.

23 26. Young C&D, Young LLC, and Colter Young are infringing the ’550 Patent directly,  
24 jointly, by inducement, and/or by contributing, by, without authority, making, using,  
25 selling, or offering for sale in the United States, and/or inducing another to do the same,  
26 including in this District, black sand magnetic separators that embody claims in the ’550  
27 Patent. Specifically, Young C&D, Young LLC, and Colter Young are infringing the ’550  
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1 Patent by making, using, selling, offering for sale, inducing another doing the same) at least  
2 the Magic Bit products (collectively, “Magic Bit” or the “Accused Products”), including,  
3 for example, the Original Magic Bit, the Magic Bit Mini, and the Magic Bit Max.

4 27. On information and belief, the Accused Products are available, and are being offered  
5 for sale, sold, and inducted to infringe, at least, to individuals within this District, including  
6 via e-commerce within this District, which include Colter Young’s website at  
7 colteryoung.com/ferrous-material-removal.

8 28. The Accused Products compete directly with CR Mining’ Spin It Off™ black sand  
9 magnetic separator, causing significant harm to CR Mining.

10 29. The infringement of the ’550 Patent by Young C&D, Young LLC, and Colter Young  
11 have been, and continue to be, willful and deliberate.

12 30. Colter Young and David Urick both attend gold prospector hobbyist expositions,  
13 such as those by the Gold Prospectors Association of America, which David Urick and CR  
14 Mining have exhibited and sold the Spin It Off™ black sand magnetic separator.

15 31. On March 2, 2020, counsel for CR Mining sent Young C&D and Colter Young a  
16 cease-and-desist letter by email, demanding that Young C&D and Colter Young *inter alia*  
17 “cease and desist from any manufacturing, marketing, use, exportation, or sales of any  
18 products that may infringe the ’550 Patent. The cease-and-desist letter provided a copy of  
19 the ’550 Patent, a listing of the infringing products (i.e. the Magic Bit), and links to websites  
20 demonstrating infringement of the ’550 Patent. A true and correct copy of the March 2,  
21 2020, cease-and-desist letter is attached as Exhibit B (enclosed copy of the ’550 Patent  
22 omitted).

23 32. In response, Colter Young posted a copy of the March 2, 2020, cease-and-desist  
24 letter on his personal Facebook page (<https://www.facebook.com/colter.young.18>) on  
25 March 5, 2020. Colter Young further posted a copy of a letter dated March 3, 2020,  
26 indicating that he had received the cease-and-desist letter, and that he would not comply  
27 with any demands in the cease-and-desist letter. Colter Young further stated that the  
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1 demand letter was sent in “bad faith,” and the patent infringement allegations in the cease-  
2 and-desist letter were in “bad faith,” and that Mr. Urick of CR Mining was engaging in a  
3 “business tactic to intimidate the little guy.”

4 33. As such, Young C&D, Young LLC, and Colter Young have had actual notice of its  
5 infringing conduct since at least as early as March 2, 2020.

6 34. With knowledge of the ’550 Patent and its infringing conduct, based on at least the  
7 March 2, 2020, cease-and-desist letter, and also as of the date of this Complaint going  
8 forward, Young C&D, Young LLC, and Colter Young continue to willfully infringe the  
9 Asserted Patents—directly and/or by inducement and/or contributorily—by making, using,  
10 selling, instructing others and/or offering to sell the Accused Products.

11 35. Young C&D, Young LLC, and Colter Young sell the Magic Bit product on the same  
12 webpage as a Rotomag Magnetic Plunger.

13 36. Young C&D, Young LLC, and Colter Young published a statement that Colter  
14 Young had converted the Rotomag “into another familiar magnetic separation tool” along  
15 with a copy of the photograph from CR Mining’s website showing the distinctive green  
16 Spin It Off™ black sand magnetic separator and CR Mining’s logo.

17 37. The published statement by C&D, Young LLC, and Colter Young included a picture  
18 of the Rotomag in proximity to the photograph of the Spin It Off™ black sand magnetic  
19 separator.

20 38. CR Mining has suffered and will continue to suffer damages from the acts of  
21 infringement by Young C&D, Young LLC, and Colter Young complained of herein.

22 **COUNT I**

23 **INFRINGEMENT OF U.S. PATENT NO. 9,358,550**

24 39. CR Mining realleges and incorporates by reference, as if fully set forth herein, the  
25 allegations in paragraphs 1-38, above.

26 40. Young C&D, Young LLC, and Colter Young have directly infringed—either  
27 individually and/or jointly—and are still directly infringing, at least Claim 1 of the ’550  
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1 Patent, literally or by the doctrine of equivalents, by making, using, selling and/or offering  
2 to sell the Accused Products. Young C&D, Young LLC, and Colter Young will continue to  
3 infringe at least Claim 1 of the '550 Patent unless enjoined by this Court.

4 41. Young C&D, Young LLC, and Colter Young have induced infringed—either  
5 individually and/or jointly—and are still inducing infringing, at least Claim 1 of the '550  
6 Patent, literally or by the doctrine of equivalents, by instructing others on using, making,  
7 selling and/or offering to sell the Accused Products. Young C&D, Young LLC, and Colter  
8 Young will continue to induce infringe at least Claim 1 of the '550 Patent unless enjoined  
9 by this Court.

10 42. Young C&D, Young LLC, and Colter Young have contributorily infringed—either  
11 individually and/or jointly—and are still contributorily infringing, at least Claim 1 of  
12 the '550 Patent, literally or by the doctrine of equivalents, by using, making, selling and/or  
13 offering to sell the Accused Products. Young C&D, Young LLC, and Colter Young will  
14 continue to contributorily infringe at least Claim 1 of the '550 Patent unless enjoined by  
15 this Court.

16 43. The preamble of Claim 1 of the '550 Patent recites: “A magnetic separation device  
17 to separate non-magnetic particles from magnetic particles in a wet or dry mixture  
18 containing precious and valuable metal ores, said device comprising.”

19 44. The preamble of Claim 1 is non-limiting, as Claim 1 is a structurally complete  
20 invention and the preamble states only a purpose or intended use.

21 45. The preamble states the intended purpose of “separate[ing] non-magnetic particles  
22 from magnetic particles in a wet or dry mixture containing precious and valuable metal  
23 ores” and not necessary to give life, meaning, and vitality to Claim 1.

24 46. To the extent the preamble is considered limiting, the Magic Bit is a magnetic  
25 separation device that separates non-magnetic particles from magnetic particles in a wet or  
26 dry mixture containing precious and valuable metal ores.

27 47. On coulteryoung.com, The Magic Bit includes a “rotating magnetic field caused the  
28

1 ferrous particles to stand on end and walk away the pile of concentrates.” The Magic Bit  
2 works in both wet and dry mixtures.

3 48. A further limitation of Claim 1 of the ’550 Patent recites: “a non-magnetic  
4 cylindrical housing defining an inner longitudinal cylindrical channel, an outer surface, a  
5 closed end tool section and a handle section defining an opening to said inner longitudinal  
6 channel.”

7 49. The Magic Bit has a non-magnetic cylindrical housing, either literally or under the  
8 doctrine of equivalents.

9 50. The Magic Bit is sold with a clear, non-magnetic plastic housing. Young C&D,  
10 Young LLC, and/or Colter Young has used the non-magnetic cylindrical housing, and  
11 induces infringement of others, by covering the strong cylindrical bipolar magnet of the  
12 Magic Bit with the plastic, non-magnetic housing.

13 51. Young C&D, Young LLC, and/or Colter Young meets the cylindrical housing  
14 limitation literally, by, during its operation, deforming the plastic housing manually to  
15 conform the housing to a cylindrical shape.

16 52. The non-magnetic cylindrical housing of the Magic Bit contains an inner  
17 longitudinal cylindrical channel (the inside of the housing), an outer surface (the outside of  
18 the housing), a closed end tool section (the “front” of the housing, relative to hilt) and a  
19 handle section defining an opening to said inner longitudinal channel (the “rear” of the  
20 housing, relative to the hilt).

21 53. Alternatively, The Magic Bit meets this limitation of a non-magnetic cylindrical  
22 housing under the doctrine of equivalents.

23 54. To the extent the plastic housing is not considered cylindrical during operation, the  
24 Magic Bit housing is insubstantially different than the claimed cylindrical housing.

25 55. The exact shape of the housing for the Magic Bit retains the same functionality as  
26 the recited claim language of “a non-magnetic cylindrical housing defining an inner  
27 longitudinal cylindrical channel, an outer surface, a closed end tool section and a handle  
28



1 section defining an opening to said inner longitudinal channel.”

2 56. The Magic Bit housing is able to collect magnetic particles on the outer surface of  
3 the housing, from the mixture of magnetic and non-magnetic particles, as described in the  
4 specification.

5 57. The '550 Patent recites the function of the housing *inter alia* at col 3, lines 36-40  
6 (“the outer surface 24 of the cylindrical housing 20 attracting magnetic components from  
7 a mixture of magnetic and non-magnetic particles against the outer surface 24 of the  
8 cylindrical housing 20”).

9 58. A further limitation of Claim 1 of the '550 Patent recites: “a non-magnetic radial  
10 hilt applied along said outer surface upon said cylindrical housing.”

11 59. The Magic Bit includes the use of a non-magnetic radial hilt applied along said outer  
12 surface upon said cylindrical housing, either literally or under the doctrine of equivalents.

13 60. Young C&D, Young LLC, and/or Colter Young uses the Magic Bit in combination  
14 with a non-magnetic radial hilt applied along the outer surface of the cylindrical housing.

15 61. The Magic Bit includes a raised portion that transversely circumscribes the outer  
16 surface of the cylindrical housing.

17 62. Alternatively, Young C&D, Young LLC, and/or Colter Young uses, and instructs  
18 others on using, a hilt along the outer surface of the cylindrical housing, as demonstrated  
19 by Colter Young indicating where an end user should include a non-magnetic radial hilt  
20 with the Magic Bit.

21 63. Additionally, Young C&D, Young LLC, and/or Colter Young sell the Rotomag  
22 plunger which includes a non-magnetic radial hilt, a raised portion that transversely  
23 circumscribes the outer surface of the cylindrical housing.

24 64. On information and belief, Young C&D, Young LLC, and/or Colter Young have  
25 combined the Rotomag plunger with the Magic Bit.

26 65. Young C&D, Young LLC, and/or Colter Young sell the Rotomag plunger in  
27 conjunction with the Magic Bit with the specific intent of the end user combining the Magic  
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1 Bit and the Rotomag plunger.

2 66. Young C&D, Young LLC, and/or Colter Young have instructed others on combining  
3 or modifying the Rotomag plunger and/or the Magic Bit to include a non-magnetic radial  
4 hilt.

5 67. Alternatively, The Magic Bit meets the limitation of a non-magnetic radial hilt  
6 applied along said outer surface upon said cylindrical housing under the doctrine of  
7 equivalents.

8 68. A further limitation of Claim 1 of the '550 Patent recites: "a handle section grommet  
9 having a central aperture, said handle section grommet inserting within said opening of  
10 said open handle section."

11 69. The Magic Bit has a handle section grommet having a central aperture, said handle  
12 section grommet inserting within said opening of said open handle section, either literally  
13 or under the doctrine of equivalents.

14 70. The Magic Bit includes an interior rear portion of the housing which has a central  
15 aperture, which is within the opening of the handle section.

16 71. Young C&D, Young LLC, and/or Colter Young uses the Magic Bit in combination  
17 with a handle section grommet having a central aperture, said handle section grommet  
18 inserting within said opening of said open handle section.

19 72. Young C&D, Young LLC, and/or Colter Young uses, and instructs others on using,  
20 a handle section grommet, as demonstrated by Colter Young indicating where an end user  
21 should include a handle section grommet with the Magic Bit.

22 73. Additionally, Young C&D, Young LLC, and/or Colter Young sell the Rotomag  
23 plunger which includes a handle section grommet, a portion inside the housing that  
24 contains a central aperture.

25 74. Young C&D, Young LLC, and/or Colter Young have instructed others on combining  
26 or modifying the Rotomag plunger and/or the Magic Bit to include a handle section  
27 grommet.

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1 75. Alternatively, The Magic Bit meets the limitation of a handle section grommet  
2 having a central aperture, said handle section grommet inserting within said opening of  
3 said open handle section under the doctrine of equivalents.

4 76. To the extent the portion of the housing is not considered literally a “handle section  
5 grommet,” the handle section grommet of the Magic Bit is insubstantially different than  
6 the claimed handle section grommet.

7 77. The Magic Bit’s handle section grommet retains the same functionality as the recited  
8 claim language of, “a handle section grommet having a central aperture, said handle section  
9 grommet inserting within said opening of said open handle section.”

10 78. The Magic Bit handle section grommet surrounds the connection between the drive  
11 shaft and the housing.

12 79. The ’550 Patent shows the function of the handle section grommet at *inter alia* Fig.  
13 2.

14 80. A further limitation of Claim 1 of the ’550 Patent recites: “a drive shaft defining a  
15 tool end, a cylindrical neck and a drill attaching end.”

16 81. The Magic Bit has a drive shaft defining a tool end, a cylindrical neck and a drill  
17 attaching end.

18 82. The Magic Bit has a drive shaft that is attached to the strong cylindrical bipolar  
19 magnet of the Magic Bit at the tool end of the drive shaft.

20 83. The drill attaching end of the Magic Bit drive shaft is generally shaped as the  
21 inserting end of a hex power drive screwing bit.

22 84. At least a portion of the drive shaft length between the tool end and the drill  
23 attaching end comprises a cylindrical neck.

24 85. A further limitation of Claim 1 of the ’550 Patent recites: “a strong cylindrical  
25 bipolar magnet attaching to said tool end of said drive shaft.”

26 86. The Magic Bit has a strong cylindrical bipolar magnet attaching to said tool end of  
27 said drive shaft.  
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1 87. The Magic Bit has a strong cylindrical bipolar magnet as evidenced by the ability  
2 of the Magic Bit to magnetically attract and retain ferrous material to the Magic Bit's strong  
3 cylindrical bipolar magnet.

4 88. A further limitation of Claim 1 of the '550 Patent recites: "said bipolar magnet  
5 encased within a friction reducing, non-conductive slip sleeve, said slip sleeve slidably  
6 engaged within said inner longitudinal cylindrical channel."

7 89. The Magic Bit has a bipolar magnet encased within a friction reducing, non-  
8 conductive slip sleeve, said slip sleeve slidably engaged within said inner longitudinal  
9 cylindrical channel.

10 90. The bipolar magnet of the Magic Bit is encased with a friction reduction, non-  
11 conductive slip sleeve.

12 91. The strong cylindrical bipolar magnet of the Magic Bit is surrounded by a plastic  
13 coating, which reduces friction and does is non-conductive.

14 92. The slip sleeve of the Magic Bit is slidably engaged with the inner longitudinal  
15 cylindrical channel of the housing.

16 93. The plastic-coated bipolar magnet of the Magic Bit can slide into the plastic  
17 housing, which comprises the inner longitudinal cylindrical channel, and the plastic coating  
18 engages with the inner channel of the housing.

19 94. A further limitation of Claim 1 of the '550 Patent recites: "said drill attaching end  
20 extending through said central aperture beyond said handle section grommet with said  
21 cylindrical neck in sliding engagement within said central aperture."

22 95. The Magic Bit has the drill attaching end extending through said central aperture  
23 beyond said handle section grommet with said cylindrical neck in sliding engagement  
24 within said central aperture.

25 96. The drill attaching end of the Magic Bit drive shaft, the inserting end of a hex power  
26 drive screwing bit, extends through the central aperture from the housing of the Magic Bit.

27 97. The cylindrical neck of the drive shaft slidably engages with the central aperture  
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1 from the housing of the Magic Bit.

2 98. A further limitation of Claim 1 of the '550 Patent recites: "said drill attaching end  
3 further secured to a rotary drive apparatus delivering rotation to said drive shaft, said  
4 bipolar magnet upon said magnetic end rotating within said cylindrical housing and being  
5 movable between said tool section and said handle section as said drive shaft is extended  
6 or withdrawn within said longitudinal cylindrical channel."

7 99. The Magic Bit has the drill attaching end further secured to a rotary drive apparatus  
8 delivering rotation to said drive shaft, said bipolar magnet upon said magnetic end rotating  
9 within said cylindrical housing and being movable between said tool section and said  
10 handle section as said drive shaft is extended or withdrawn within said longitudinal  
11 cylindrical channel.

12 100. The inserting end of the hex power drive screwing bit of the Magic Bit is  
13 attached a power drill or power screwdriver, and the power drill or power screwdriver  
14 delivers rotation to the Magic Bit drive shaft.

15 101. The Magic Bit bipolar magnet can be rotated within the plastic housing and  
16 can be moved between the forward tool section and the rear handle section of the inner  
17 portion of the plastic housing.

18 102. A further limitation of Claim 1 of the '550 Patent recites: "said rotating  
19 bipolar magnet producing a strong alternating and rotating magnetic field around said outer  
20 surface of said cylindrical housing, attracting and spinning said magnetic particles within  
21 said mixture of magnetic and non-magnetic particles upon said outer surface of said  
22 cylindrical housing."

23 103. The Magic Bit has the rotating bipolar magnet producing a strong alternating  
24 and rotating magnetic field around said outer surface of said cylindrical housing, attracting  
25 and spinning said magnetic particles within said mixture of magnetic and non-magnetic  
26 particles upon said outer surface of said cylindrical housing.

27 104. When operated, the Magic Bit produces a rotating magnetic field causing the  
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1 ferrous particles to stand on end and walk away the pile of concentrates.

2 105. A further limitation of Claim 1 of the '550 Patent recites: "said spinning and  
3 rotation casting away said non-magnetic particles for collection as said magnetic particles  
4 remain bound to said outer surface of said tool section of said cylindrical shaft, said  
5 magnetic particles released from said tool end by withdrawal of said bipolar magnet from  
6 said tool end into said handle end."

7 106. The Magic Bit includes spinning and rotation casting away said non-  
8 magnetic particles for collection as said magnetic particles remain bound to said outer  
9 surface of said tool section of said cylindrical shaft, said magnetic particles released from  
10 said tool end by withdrawal of said bipolar magnet from said tool end into said handle end.

11 107. After operation of the Magic Bit, the magnetic particles are magnetically  
12 attracted to the bipolar magnetic through the plastic housing of the Magic Bit.

13 108. The magnetic particles, on the outer, tool end of the Magic Bit housing can  
14 be released from the tool end of the housing by withdrawing the bipolar magnet into the  
15 rear, handle end of the plastic housing.

16 109. With knowledge of the '550 Patent, as described above, Young C&D, Young  
17 LLC, and Colter Young have induced others, including the customers of Young C&D,  
18 Young LLC, and Colter Young to directly infringe at least Claim 1 of the '550 Patent by,  
19 for example, distributing or making available instructions for use of the Accused Products,  
20 and/or providing technical support for doing the same.

21 110. On information and belief, Young C&D, Young LLC, and Colter Young does  
22 so with knowledge, or with willful blindness of the fact, that the induced acts constitute  
23 infringement of at least Claim 1 of the '550 Patent. Young C&D, Young LLC, and Colter  
24 Young intends to cause infringement by its customers.

25 111. To the extent any limitation of Claim 1 of the '550 Patent is not present in  
26 the Magic Bit, either literally or under the doctrine of equivalents, with knowledge of  
27 the '550 Patent, as described above, Young C&D, Young LLC, and Colter Young have  
28

1 contributorily infringed at least Claim 1 of the '550 Patent through the using, making,  
2 selling and/or offering to sell the Magic Bit. The Magic Bit is a material part of the patent  
3 invention (i.e. the portion that removes the ferrous material) and is not a staple article of  
4 commerce suited for a substantial non-infringing use.

5 112. The Magic Bit was specifically designed and created by Young C&D, Young  
6 LLC, and Colter Young to be used in an infringing combination by others, such as the  
7 customers of Young C&D, Young LLC, and Colter Young.

8 113. On information and belief, Young C&D, Young LLC, and Colter Young does  
9 so with knowledge, or with willful blindness of the fact, that the induced acts constitute  
10 infringement of at least Claim 1 of the '550 Patent.

11 114. Young C&D, Young LLC, and Colter Young will continue to infringe  
12 the '550 Patent, causing immediate and irreparable harm to CR Mining unless this Court  
13 enjoins and restrains the activities of Young C&D, Young LLC, and Colter Young.

14 115. Because CR Mining sells and distributes competing products, including, for  
15 example, the Spin It Off™ black sand magnetic separator—which directly compete with  
16 the Accused Products—the acts of infringement by Young C&D, Young LLC, and Colter  
17 Young have deprived, and will continue to deprive, CR Mining of sales, profits, and other  
18 related revenue that CR Mining would have made or would enjoy in the future; has injured  
19 CR Mining in other respects; and will continue to cause CR Mining added injury and  
20 damage unless and until the Court enters an injunction prohibiting further infringement,  
21 and specifically enjoins further manufacture, use, offer for sale, and sale of the Accused  
22 Products.

23 116. CR Mining is entitled to recover damages adequate to compensate for the  
24 infringement of the '550 Patent by Young C&D, Young LLC, and Colter Young, including,  
25 but not limited to, lost profits, a reasonable royalty, including a reasonable royalty pursuant  
26 to 35 U.S.C. § 154(d), treble damages, pre- and post-judgment interest at the maximum  
27 allowable rate, costs, attorneys' fees, and other such relief this Court deems proper.  
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1 117. The infringement of the '550 Patent by Young C&D, Young LLC, and Colter  
2 Young is willful and justifies a trebling of damages pursuant to 35 U.S.C. § 284. Further,  
3 this is an exceptional case supporting an award of reasonable attorneys' fees pursuant to 35  
4 U.S.C. § 285.

5  
6 **COUNT II**

7 **FEDERAL TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

8 118. CR Mining realleges and incorporates by reference, as if fully set forth  
9 herein, the allegations in paragraphs 1-117, above.

10 119. CR Mining is the owner of common law marks COLUMBIA RIVER  
11 MINING SUPPLIES and SPIN IT OFF, used continuously in commerce since at least 2015  
12 with CR Mining's black sand magnetic separator.

13 120. CR Mining has used the marks COLUMBIA RIVER MINING SUPPLIES  
14 and SPIN IT OFF on products that have been sold in Arizona.

15 121. CR Mining has established distinctive trade dress rights in the overall visual  
16 appearance of CR Mining's black sand magnetic separator.

17 122. CR Mining has invested substantial goodwill, marketing, advertisement, and  
18 effort in establishing the branding of the marks COLUMBIA RIVER MINING SUPPLIES  
19 and SPIN IT OFF and trade dress used in association with CR Mining's black sand  
20 magnetic separator.

21 123. Young C&D, Young LLC, and Colter Young have used the marks  
22 COLUMBIA RIVER MINING SUPPLIES and SPIN IT OFF and trade dress in a way that  
23 is likely to cause confusion as to origins of CR Mining's products sold under the  
24 COLUMBIA RIVER MINING SUPPLIES and SPIN IT OFF with the products of Young  
25 C&D, Young LLC, and Colter Young.

26 124. Young C&D, Young LLC, and Colter Young have reproduced the marks  
27 COLUMBIA RIVER MINING SUPPLIES and SPIN IT OFF and trade dress without  
28



1 authorization or authority to use the marks.

2 125. The actions of Young C&D, Young LLC, and Colter Young constitute unfair  
3 competition in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

4 126. The actions of Young C&D, Young LLC, and Colter Young, as alleged  
5 herein, stand to cause and have caused substantial damage to CR Mining's reputation and  
6 mark.

7 127. The actions of Young C&D, Young LLC, and Colter Young and each of them  
8 as herein alleged were and are intended to cause confusion, mistake and deception, have  
9 caused confusion, mistake and deception.

10 128. For each act of unfair competition, CR Mining is entitled to recover actual  
11 damages as well as the profits by Young C&D, Young LLC, and Colter Young from such  
12 infringement.

13 129. The acts of Young C&D, Young LLC, and Colter Young complained of  
14 herein were undertaken willfully and with the intention of causing confusion, mistake or  
15 deception.

16 130. CR Mining is entitled to treble damages and prejudgment interest under 15  
17 U.S.C. ¶ 1117.

18 **COUNT III**

19 **UNFAIR COMPETITION AND TRADEMARK INFRINGEMENT**

20 **(ARIZONA COMMON LAW)**

21 131. CR Mining realleges and incorporates by reference, as if fully set forth  
22 herein, the allegations in paragraphs 1-130, above.

23 132. By, among other things, (a) referencing and displaying the COLUMBIA  
24 RIVER MINING SUPPLIES and SPIN IT OFF marks and trade dress to promote and  
25 advertise products sold by Young C&D, Young LLC, and Colter Young; (b) copying and  
26 publishing material directly from CR Mining's website including the COLUMBIA RIVER  
27 MINING SUPPLIES and SPIN IT OFF mark and distinctive trade dress in connection with  
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1 CR Mining's black sand magnetic separator, Young C&D, Young LLC, and Colter Young  
2 have deliberately and willfully sought to trade on CR Mining's goodwill in its names,  
3 marks, and brand, and the reputation established by CR Mining in connection with its  
4 products in order to confuse consumers as to the origin and sponsorship of the similar and  
5 competing goods of Young C&D, Young LLC, and Colter Young, in an effort to pass off  
6 such competing goods and services as originating from or being affiliated with CR Mining.

7 133. The unauthorized conduct of Young C&D, Young LLC, and Colter Young  
8 has deprived, and will continue to deprive, CR Mining of the ability to control the consumer  
9 perception of the products offered under CR Mining's marks, thereby placing CR Mining's  
10 valuable reputation and goodwill in the hands of Young C&D, Young LLC, and Colter  
11 Young.

12 134. The conduct of Young C&D, Young LLC, and Colter Young is likely to cause  
13 and, on information and belief, has caused confusion, mistake, or deception as to the  
14 affiliation, connection, or association of Young C&D, Young LLC, and Colter Young with  
15 CR Mining. Such conduct is further likely to cause confusion, mistake, or deception as to  
16 the origin, sponsorship, or approval of Young C&D, Young LLC, and Colter Young. The  
17 conduct of Young C&D, Young LLC, and Colter Young constitutes a violation of Arizona  
18 common law.

19 135. As an actual and proximate result of each of tortious conduct of Young C&D,  
20 Young LLC, and Colter Young as alleged herein, Plaintiffs have suffered damages,  
21 including injury to CR Mining's businesses, including loss of sales, and dilution of the  
22 distinctive quality of CR Mining's brand, marks, and trade dress rights as well as, the  
23 continuing loss of goodwill and reputation established by CR Mining therein.

24 136. The tortious conduct of Young C&D, Young LLC, and Colter Young alleged  
25 herein was willful, reckless, and/or in blatant disregard for CR Mining's rights. Therefore,  
26 CR Mining is additionally entitled to punitive damages.

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**COUNT IV**  
**COMMERCIAL DISPARAGEMENT**

137. CR Mining realleges and incorporates by reference, as if fully set forth herein, the allegations in paragraphs 1-136, above.

138. Young C&D, Young LLC, and Colter Young have misrepresented the nature, characteristics and qualities of CR Mining, its owner, and the products it sells in a manner that has caused, and is likely to continue to cause, damage to CR Mining. Among other things, in advertising, selling and offering for sale, including actions aimed at customers within this judicial district, Young C&D, Young LLC, and Colter Young have knowingly published false statements about the nature of CR Mining and its owner, including statements that the present patent infringement allegations are being advanced in “bad faith,” the patent infringement allegations in the cease-and-desist letter were in “bad faith,” and that Mr. Urick of CR Mining was engaging in a “business tactic to intimidate the little guy.”

139. Upon information and belief, Young C&D, Young LLC, and Colter Young have further encouraged others, including likely customers of CR Mining and those in this judicial district, to publish negative and unfounded statements about the nature, characteristics and qualities of CR Mining, its owner, and the products it sells in conjunction with the aforementioned statements disparaging CR Mining.

140. In engaging in the actions complained of above, Young C&D, Young LLC, and Colter Young willfully intended and continue to intend to trade on and unlawfully impugn on the reputation of CR Mining’s company, its owner and its products.

141. Young C&D, Young LLC, and Colter Young made the false statements with the intent, or reasonable belief, that such statements will cause a financial loss for CR Mining.

1 142. CR Mining has in fact lost business from the false statements published by  
2 Young C&D, Young LLC, and Colter Young as evidenced by comments made by others in  
3 response to the statements stating they would not engage in business with CR Mining and  
4 instead purchase competing products from Young C&D, Young LLC, and Colter Young in  
5 violation of Arizona law.

6 143. For each act of unfair competition, CR Mining is entitled to recover actual  
7 damages as well as the profits of Young C&D, Young LLC, and Colter Young from such  
8 infringement.

9 144. CR Mining is entitled to treble damages and prejudgment interest under 15  
10 U.S.C. ¶ 1117.

11 145. The acts of Young C&D, Young LLC, and Colter Young complained of  
12 herein were undertaken willfully and intentionally by Young C&D, Young LLC, and Colter  
13 Young.

14 146. Monetary relief alone is not adequate to address fully the irreparable injury  
15 that the illegal actions of Young C&D, Young LLC, and Colter Young have caused and will  
16 continue to cause to CR Mining's reputation and good will if not enjoined. CR Mining  
17 therefore is also entitled to preliminary and permanent injunctive relief to stop Young C&D,  
18 Young LLC, and Colter Young ongoing disparagement of CR Mining.

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20 **COUNT V**

21 **TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**

22 147. CR Mining realleges and incorporates by reference, as if fully set forth  
23 herein, the allegations in paragraphs 1-146, above.

24 148. Defendants and each of them, through their actions, have interfered with the  
25 prospective business advantage of CR Mining by interfering with the right of CR Mining  
26 to exploit and benefit commercially from CR Mining's trade name, marks, trade dress and  
27 the goodwill of the business of CR Mining's products.  
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1 149. The actions of Young C&D, Young LLC, and Colter Young's interference  
2 have extended to customers of hobbyist gold and iron prospecting equipment located  
3 within Arizona.

4 150. CR Mining has been damaged by the tortious interference by Young C&D,  
5 Young LLC, and Colter Young and each of them with CR Mining's economic relations in  
6 an amount to be proven at trial.

7 151. The aforementioned acts of Young C&D, Young LLC, and Colter Young  
8 were and are willful, oppressive and malicious. CR Mining therefore should be awarded  
9 punitive damages in an amount to be proven at trial.

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11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff Columbia River Mining Supplies, LLC respectfully  
13 requests that the Court enter judgment in its favor and against Young C&D, Young LLC,  
14 and Colter Young, and provide Columbia River Mining Supplies, LLC the following relief:

15 A. Order, adjudge, and decree that the '550 Patent is valid, enforceable, and  
16 infringed by Young C&D, Young LLC, and Colter Young;

17 B. Enter a permanent injunction against Young C&D, Young LLC, and Colter  
18 Young enjoining them, their directors, officers, agents, employees, successors,  
19 subsidiaries, assigns, and all persons acting in privity or in concert or participation with  
20 Young C&D, Young LLC, and Colter Young from making, using, selling, or offering for  
21 sale in the United States, or importing into the United States (or inducing one or more third  
22 parties to do the same), any and all products and/or services embodying the patented  
23 inventions claimed in the '550 Patent;

24 C. Award CR Mining its damages for patent infringement pursuant to 35 U.S.C. §§  
25 284 and 154(d), and pre- and post-judgment interest as allowed by law;

26 D. Order, adjudge, and decree that Young C&D, Young LLC, and Colter Young's  
27 infringement of the Asserted Patents has been deliberate and willful, and award CR Mining  
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1 treble damages under 35 U.S.C. § 284;

2 E. Find that this case is “exceptional” under 35 U.S.C. § 285, and award CR Mining  
3 its costs and reasonable attorney’s fees as provided in 35 U.S.C. § 285;

4 F. Enter a permanent injunction against Young C&D, Young LLC, and Colter  
5 Young enjoining them, their directors, officers, agents, employees, successors,  
6 subsidiaries, assigns, and all persons acting in privity or in concert or participation with  
7 Young C&D, Young LLC, and Colter Young from using COLUMBIA RIVER MINING  
8 SUPPLIES mark, the SPIN IT OFF mark, and the trade dress of CR Mining’s black sand  
9 magnetic separator product;

10 G. Disgorgement of Young C&D, Young LLC, and Colter Young’s profits  
11 attributable to the infringement of the COLUMBIA RIVER MINING SUPPLIES mark,  
12 the SPIN IT OFF mark, and the trade dress of CR Mining’s black sand magnetic separator  
13 product;

14 H. Actual damages sustained by CR Mining caused by Young C&D, Young LLC,  
15 and Colter Young’s infringement of the COLUMBIA RIVER MINING SUPPLIES mark,  
16 the SPIN IT OFF mark, and the trade dress of CR Mining’s black sand magnetic separator  
17 product;

18 I. Find that this case is “exceptional” under 15 U.S.C. § 1117(a), and award CR  
19 Mining its costs and reasonable attorney’s fees as provided in U.S.C. § 1117(a);

20 J. Punitive damages in favor of CR Mining and against Young C&D, Young LLC,  
21 and Colter Young in an amount to be determined at trial due to the tortious conduct of  
22 Young C&D, Young LLC, and Colter Young; and

23 K. Award such other and further relief as the Court deems just and proper.  
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26 **REQUEST FOR TRIAL BY JURY**

27 Plaintiff Columbia River Mining Supplies, LLC respectfully requests a trial by jury  
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1 on all issues so triable.  
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4 DATED this 29<sup>th</sup> day of April 2020.

5 s/Matthew L. Bycer

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