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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION AT**
11 **SANTA ANA**

12 **CASCADE DRILLING, L.P.,**

13 **Plaintiff,**

14 **v.**

15 **REGENESIS BIOREMEDIATION**
16 **PRODUCTS, INC.,**

17 **Defendant.**

CASE NO.

COMPLAINT FOR
DECLARATORY
JUDGMENT OF
NONINFRINGEMENT AND
INVALIDITY

DEMAND FOR JURY TRIAL

18 **NATURE OF THE ACTION**

19 This is an action for a declaratory judgment arising under the patent laws of
20 the United States, Title 35 of the United States Code. Regenesi s Bioremediation
21 Products, Inc. (“Regenesi s”) owns or exclusively licenses various patents related to
22 environmental remediation services and products involving the use of activated
23 carbon. The patents at issue specifically include U.S. Patents 7,585,132; 9,770,743;
24 9,776,898; 10,005,684; 10,478,876; 10,512,957; and 11,253,895 (collectively with
25 the others, the “Regenesi s Patents”). Plaintiff Cascade Drilling, L.P. (“Cascade”)
26 seeks a declaratory judgment that (1) the Regenesi s Patents are invalid; (2) the
27

COMPLAINT FOR DECLARATORY
JUDGMENT OF NONINFRINGEMENT
AND INVALIDITY - 1
CASE NO.

#5457740 v1 / 45923-015

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1 Regenesi Patents are unenforceable; (3) even if valid and enforceable, Cascade does
2 not infringe the Regenesi Patents; and (4) that Regenesi has violated § 2 of the
3 Sherman Antitrust Act and engaged in *Walker Process* fraud against the United
4 States Patent and Trademark Office (“USPTO”) and Cascade. In addition, Cascade
5 contends that Regenesi has engaged in tortious interference with Cascade’s
6 contracts and prospective economic advantage, and otherwise engaged in unfair
7 business practices in violation of the laws of the State of California.

8 **PARTIES**

9 1. Plaintiff Cascade is based in Seattle, Washington. Cascade provides a
10 variety of services including environmental remediation. Cascade also
11 manufactures, sells, and uses products designed for *in situ* groundwater remediation
12 treatments, including colloidal activated carbon products.

13 2. On information and belief, Defendant Regenesi is a corporation
14 incorporated and registered under the laws of the State of California with an address
15 at 1011 Calle Sombra, San Clemente, California 92673. Regenesi owns or is the
16 exclusive licensee of the Regenesi Patents.

17 **JURISDICTIONAL STATEMENT**

18 3. This action arises under the Declaratory Judgment Act, 28 U.S.C. §§ 2201
19 and 2202, and the patent laws of the United States, 35 U.S.C. § 1 et seq.

20 4. This court has original jurisdiction over the subject matter of this action
21 pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202.

22 5. This court has supplemental jurisdiction over the claims originating
23 pursuant to the law of the State of California pursuant to 28 U.S.C. § 1367 because
24 state law claims arise from the same set of operative facts and are so related to the
25 federal statutory claims as to form part of the same case and controversy.

1 6. Personal jurisdiction over Regenesis is proper in this District because: (1)
2 of its presence in this judicial district; (2) it has availed itself of the rights and
3 benefits of the laws of California; (3) it has conducted business relating to the
4 licensing and enforcement of patents in California; and (4) it has systematic and
5 continuous business contacts with California.

6 **VENUE**

7 7. Venue is proper in this district under 28 U.S.C. § 1391(b) because
8 Regenesis is subject to personal jurisdiction in this judicial district; has directed its
9 business, licensing, and enforcement activities at this judicial district; and a
10 substantial part of the events giving rise to the claim occurred in this judicial district.

11 **FACTS**

12 **PATENTS AT ISSUE**

13 8. The Regenesis Patents are comprised of the following patents, all of which
14 are related and claim methods or products used in the *in situ* remediation of
15 contaminated groundwater.

16 9. United States Patent Number 7,585,132 (“‘132 Patent”), entitled METHOD
17 FOR REMEDIATING A CONTAMINATED SITE, names James Imbrie as the
18 inventor, was filed on November 22, 2006 claimed priority to a provisional
19 application filed June 27, 2006, and states an issue date of September 8, 2009.
20 Attached as **Exhibit A** is a copy of the ‘132 Patent.

21 10. United States Patent Number 9,770,743 (“‘743 Patent”), entitled
22 COLLOIDAL AGENTS FOR AQUIFER REMEDIATION, names Benjamin V.
23 Mork, Joy M. Gravitt, Ryan A. Ferguson, Stephanie R. Rittenhouse, and Kristen A.
24 Thoreson as the inventors, was filed on August 1, 2014, claimed priority to a
25 provisional application filed on August 2, 2013 and states an issue date of September
26 26, 2017. Attached as **Exhibit B** is a copy of the ‘743 Patent.

1 11. United States Patent Number 9,776,898 (“‘898 Patent”), entitled
2 TREATMENT OF AQUIFER MATRIX BACK DIFFUSION, names Kristen A.
3 Thoreson, Jeremy Birnstingl, Stephanie R. Rittenhouse, Katherine Djernes Pappano,
4 and Melinda T. Pham as the inventors, was filed on February 12, 2015, claimed
5 priority to a provisional application filed February 14, 2014, and states an issue date
6 of October 3, 2017. Attached as **Exhibit C** is a copy of the ‘898 Patent.

7 12. United States Patent Number 10,005,684 (“‘684 Patent”), entitled
8 TREATMENT OF AQUIFER MATRIX BACK DIFFUSION, names Scott B.
9 Wilson, Benjamin V. Mork, Jeremy Birnstingl, and Kristen A. Thoreson as the
10 inventors, was filed on August 23, 2017, claimed priority to a provisional application
11 filed February 14, 2014, and states an issue date of June 26, 2018. Attached as
12 **Exhibit D** is a copy of the ‘684 Patent.

13 13. United States Patent Number 10,478,876 (“‘876 Patent”), entitled
14 METHOD OF INCREASING HYDROPHOBICITY OF NATIVE WATER-
15 BEARING ZONES, names Kristen A. Thoreson, Jeremy Birnstingl, and Scott B.
16 Wilson as the inventors, was filed on June 12, 2017, claimed priority to a provisional
17 application filed on June 13, 2016, and states an issue date of November 19, 2019.
18 Attached as **Exhibit E** is a copy of the ‘876 Patent.

19 14. United States Patent Number 10,512,957 (“‘957 Patent”), entitled
20 COLLOIDAL AGENTS FOR AQUIFER AND METALS REMEDIATION, names
21 Kristen A. Thoreson, Jeremy Birnstingl, Stephanie R. Rittenhouse, Katherine
22 Djernes Pappano, and Melinda T. Pham as the inventors, was filed on March 15,
23 2017, claimed priority to provisional applications filed on March 16, 2016 and
24 August 2, 2013, and states an issue date of December 24, 2019. Attached as **Exhibit**
25 **F** is a copy of the ‘957 Patent.

1 15. United States Patent Number 11,253,895 (“‘895 Patent”), entitled
2 METHODS FOR REMEDIATING CONTAMINATED SOIL AND
3 GROUNDWATER USING SOLID-PHASE ORGANIC MATERIALS, names
4 Kristen A. Thoreson, Scott B. Wilson, and John Freim as the inventors, was filed on
5 December 31, 2018, claimed priority to a provisional application filed on January 3,
6 2018, and states an issue date of February 22, 2022. Attached as **Exhibit G** is a copy
7 of the ‘895 Patent.

8 16. There is an actual controversy between the parties concerning the
9 Regensis Patents within the jurisdiction of this Court under 28 U.S.C. §§ 2201 and
10 2202.

11 **EXISTENCE OF AN ACTUAL CONTROVERSY**

12 17. Cascade and Regensis are competitors who offer comparable *in situ*
13 groundwater remediation services and compete for the same customers or bid on the
14 same projects.

15 18. Cascade manufactures, sells, and uses ColloidalChem products, which are
16 a group of high mobility and low pressure, injectable colloidal activated carbon
17 products designed to target difficult-to-treat contaminants like chlorinated volatile
18 organic compounds (CVOCs), per and polyfluoroalkyl substances (PFAS),
19 benzene/toluene/ethylbenzene/xylenes (BTEX), and other pollutants. These
20 products include:

- 21 a. ColloidalChem +ISCR, a patent pending injectable colloidal activated
22 carbon with integrated chemical reduction chemistry for destruction of
23 chlorinated solvents;
- 24 b. ColloidalChem +Anchor, a patented injectable colloidal activated carbon
25 with an integrated enzyme technology to control mobility in PRB
26 applications; and

1 c. ColloidalChem +Bio, an injectable activated carbon with additional
2 chemistries to enhance bioremediation destruction of petroleum
3 compounds.

4 19. Regenesi manufactures, sells, and uses its own competing injectable
5 colloidal activated carbon products such as PlumeStop and PetroFix, which it
6 contends are covered by one or more claims of the Regenesi Patents.

7 20. The Regenesi Patents should not have been issued and were clearly
8 anticipated. Consequently, the Regenesi Patents are invalid and unenforceable.

9 21. Even, assuming *arguendo*, the Regenesi Patents are valid and
10 enforceable, Cascade's products and services do not infringe upon the Regenesi
11 Patents.

12 22. Nevertheless, as part of a concerted and unfair business practice to obtain
13 a market advantage, Regenesi has made demands and threats of infringement and
14 litigation to anyone in the industry offering *in situ* remediation products or services
15 utilizing activated carbon. The recipients of Regenesi's threats include remediation
16 contractors, consulting engineering firms, product suppliers, Cascade, its customers,
17 and potential customers. Despite being baseless, the threats have been effective and
18 have caused Cascade to lose business and revenue. Until and unless it is definitively
19 determined that the Regenesi Patents are invalid and unenforceable, or that
20 Cascade's products and services do not infringe, Regenesi's litigation threats will
21 continue to harm Cascade.

22 23. On July 29, 2021, Scott B. Wilson, President & CEO of Regenesi sent a
23 letter to the CEO of Cascade, Ron Thalacker, regarding Cascade's use of micron-
24 sized activated carbon products for groundwater remediation products. While
25 admitting that it was "unfamiliar" with the formulation of Cascade's products, it
26 nevertheless warned Cascade to be "mindful" of the Regenesi Patents. Confidential

1 that its products and methods using activated carbon were well-known in the
2 industry long before any of the Regenesi Patents were issued, Cascade carried on.
3 Attached as **Exhibit 1** is a true and correct copy of the letter referenced in this
4 paragraph.

5 24. Then on or around September 8, 2021, Regenesi issued an industry-wide
6 letter to its client distribution list advising that it owns “key patents” in the US and
7 Europe regarding the use of colloidal activated carbon. Regenesi threatened that
8 “[u]se of any other colloidal activated carbon product for the *in situ* restoration of
9 groundwater or soil would likely result in the infringement of one or more claims of
10 these patents, and, as a consequence, be subject to legal action by REGENESIS to
11 seek injunctive relief, damages, and attorney’s fees.” (Emphasis added). Attached as
12 **Exhibit 2** is a true and correct copy of the letter referenced in this paragraph.

13 25. Regenesi further threatened legal action against “those that directly
14 infringe (e.g. remediation contractors), those that induce infringement (e.g.
15 consulting engineering firms), those committing contributory infringement (e.g.
16 product suppliers) or those that benefit from such infringement (e.g. site owners).”
17 Thus, through this letter, Regenesi threatened legal action against all providers of
18 activated carbon products and services for *in situ* groundwater remediation and their
19 customers for infringement of the Regenesi Patents – this includes Cascade and its
20 customers.

21 26. The industry responded. First, Remediation Products, Inc. (“RPI”)
22 publicly accused Regenesi of engaging in “patent abuse by making overly broad,
23 vague, and unsupported claims and veiled threats against anyone offering in situ
24 remediation products based on activated carbon.” RPI also explained why the
25 Regenesi patents were invalid. Attached as **Exhibit 3** is a true and correct copy of
26 the RPI statement referenced in this paragraph.

1 27. On September 21, 2021, Cascade responded to the threats by demanding
2 that Regenesis provide a “claim chart that identifies the specific products, patents,
3 and claims at issue by October 1, 2021.” Cascade also advised, “[f]ailure to do so
4 will be considered an admission by Regenesis that neither Cascade nor its customers
5 are infringing [the Regenesis Patents].” Cascade then provided an analysis of
6 numerous prior art references that anticipated the claims in the Regenesis Patents
7 rendering them invalid. Attached as **Exhibit 4** is a true and correct copy of the letter
8 referenced in this paragraph.

9 28. On October 1, 2021, Regenesis responded to Cascade. But Regenesis did
10 not identify any specific Cascade product or service alleged to infringe any of the
11 Regenesis Patents. Instead, they wrote,

12 Regenesis has made no contention that any specific person or company is
13 infringing its patents, nor has Regenesis identified any specific claims of its
14 patents that are infringed. Likewise, Regenesis has not identified any
15 particular product for which the manufacture, sale, offer to sell, use, and/or
importation would be infringing.

16 And without any explanation or analysis, Regenesis dismissed Cascade’s invalidity
17 contentions in light of the prior art to the Regenesis Patents. Attached as **Exhibit 5**
18 is a true and correct copy of the letter referenced in this paragraph.

19 29. Despite Regenesis’s concessions that it had not identified any Cascade
20 product or service that infringed any claim of any Regenesis Patent, Regenesis began
21 targeting Cascade’s customers with both implicit and explicit threats of litigation if
22 they elected to use or continued to use Cascade’s competing products or services
23 involving activated carbon for *in situ* groundwater remediation. The purpose of the
24 contacts with and threats to Cascade’s customers was to dissuade or coerce the
25 Cascade’s customers from doing business with Cascade or otherwise interfere with
26 Cascade’s business relationships. As a direct result of Regenesis’s contacts and
27

1 interference, Cascade lost customers and contracts for its *in situ* groundwater
2 remediation services.

3 30. For other customers and potential customers fearful of Regenesi's
4 litigation threats, to keep or retain the customer, Cascade was forced to agree to hold
5 harmless, defend, and indemnify them for any litigation concerning the Regenesi's
6 Patents. These indemnification agreements require Cascade to assume the defense
7 of its customers against enforcement of the Regenesi's Patents against Cascade's
8 products or services and pay for the customer any award of damages.

9 31. On at least one occasion in 2022, Cascade learned that as a result of
10 Regenesi's litigation scare tactics, a potential customer had decided to forgo its plan
11 to work with Cascade and instead switched to Regenesi. This wasn't the only
12 customer Cascade lost to Regenesi's threats of litigation to enforce the Regenesi's
13 Patents against Cascade's products and services.

14 32. Regenesi continues to target customers and prospective customers to
15 improperly interfere with Cascade's contracts and business expectancies. For
16 example, on August 29, 2023, Cascade learned that Regenesi had called Dynamic
17 Earth LLC, the coordinator for a remediation project in New Jersey with a threat of
18 legal action over the use of Cascade's products and services for the project. Two
19 days later, outside counsel for Regenesi sent a letter asserting infringement of the
20 Regenesi's Patents. The letter did not identify any specific Cascade product or service
21 that allegedly infringed the Regenesi's Patents. Nor did the letter include any analysis
22 explaining how the use of Cascade's products and services infringed any specific
23 claim from the Regenesi's Patents. Attached as **Exhibit 6** is a true and correct copy
24 of the letter referenced in this paragraph.

25 33. Nevertheless, Regenesi demanded that Dynamic Earth immediately
26 cease and desist from implementing Cascade's remediation products and services.

1 Regenesys further threatened that if Dynamic Earth did not cooperate, Regenesys
2 would sue them, and others associated with the project, for injunctive relief,
3 damages, and attorney's fees.

4 34. To date, Regenesys has yet to follow through on this or any threat of
5 litigation to enforce the Regenesys Patents against Cascade, its customers, or anyone
6 else in the industry. Regenesys's failure to take any formal legal action to enforce the
7 Regenesys Patents evidences that Regenesys either (1) has no good faith basis for
8 asserting any known product or service infringes any claim of any Regenesys Patent;
9 or (2) knows that the Regenesys Patents are invalid and unenforceable and thus will
10 not withstand judicial scrutiny.

11 35. Despite the fact that Regenesys has no good faith basis for asserting any
12 Cascade product or service infringes on any claim of the Regenesys Patents,
13 Regenesys continues to harass and threaten Cascade's customers with litigation to
14 the detriment of Cascade and its relationships with its customers.

15 36. Based on the foregoing, a justiciable controversy exists between Cascade
16 and Regenesys as to whether the Regenesys Patents are valid and enforceable or
17 whether Cascade's products and services infringe any valid or enforceable claim of
18 the Regenesys Patents.

19 37. Absent a declaration of invalidity, unenforceability, or non-infringement,
20 Regenesys will continue to wrongfully allege that Cascade's products and services
21 infringe the Regenesys Patents and continue with its anti-competitive practices
22 involving the Regenesys Patents (explained further below), thereby causing Cascade
23 irreparable harm and damages.

24 **FIRST CLAIM: DECLARATORY JUDGMENT OF INVALIDITY**

25 38. Cascade repeats and realleges paragraphs 1 through 37 hereof, as if fully
26 set forth herein.

1 39. As a result of the acts described in the preceding paragraphs, there exists
2 a controversy of sufficient immediacy and reality to warrant the issuance of a
3 declaratory judgment of invalidity.

4 40. A judicial declaration is necessary and appropriate so that Cascade may
5 ascertain its rights regarding the validity of the Regensis Patents.

6 41. Cascade is entitled to a declaratory judgment that the claims of the
7 Regensis Patents are invalid under one or more provisions of 35 U.S.C. §§ 101,
8 102, 103, and/or 112.

9 42. Cascade's initial invalidity contentions addressing specific prior art
10 references that anticipate or render obvious each independent claim of the Regensis
11 Patents are included as **Exhibit X**. Cascade reserves the right to supplement or
12 amend its initial invalidity contentions as it learns of or discovers additional relevant
13 prior art.

14 **SECOND CLAIM: DECLARATORY JUDGMENT OF**
15 **UNENFORCEABILITY**

16 43. Cascade repeats and realleges paragraphs 1 through 42 hereof, as if fully
17 set forth herein.

18 44. As a result of the acts described in the preceding paragraphs, there exists
19 a controversy of sufficient immediacy and reality to warrant the issuance of a
20 declaratory judgment of unenforceability.

21 45. A judicial declaration is necessary and appropriate so that Cascade may
22 ascertain its rights regarding the enforceability of the Regensis Patents.

23 46. Cascade is entitled to a declaratory judgment that the Regensis Patents
24 are unenforceable due to inequitable conduct before the USPTO.

25 47. For example, during the prosecution of the Regensis Patents, material
26 prior art, then well-known throughout the industry, was willfully and intentionally
27

1 withheld from the patent examiners, including, without limitation, EP1462187A2
2 filed by Prof. Frank-Dieter Kopinke, et al. titled “Process for the in-situ
3 decontamination of polluted aquifers” (“Kopinke”). Kopinke specifically discloses
4 the use of colloidal activated carbon to treat a polluted aquifer and claimed priority
5 to an application filed on March 27, 2003.

6 48. Regensis claims that “[w]hen it comes to finding the right solution for
7 groundwater and soil treatment, no company has more professional and practical
8 experience than Regensis,” with its remediation products applied “on over 20,000
9 groundwater and soil remediation projects throughout the world.” Given this level
10 of experience and sophistication in the industry, Regensis indubitably would have
11 known, and in fact did know, the Kopinke prior art and other material prior art
12 anticipated or rendered obvious claims of the Regensis Patents. Despite this
13 knowledge, Regensis and/or its licensors willfully and intentionally did not include
14 material prior art references in Information Disclosure Statements filed during the
15 prosecution of the Regensis Patents. The willful omissions of the material prior art
16 references were intended to mislead, and in fact did mislead, the USPTO into
17 believing that the colloidal carbon remediation techniques claimed in the Regensis
18 Patents were novel and patentable.

19 49. But for the material omissions and inequitable conduct, the claims of the
20 Regensis Patents would not have issued.

21 50. As a result of its inequitable conduct, Regensis and/or its licensors
22 obtained the Regensis Patents by fraud. Consequently, the Regensis Patents should
23 be invalidated.

1 **THIRD CLAIM: DECLARATORY JUDGMENT OF NON-**
2 **INFRINGEMENT**

3 51. Cascade repeats and realleges paragraphs 1 through 50 hereof, as if fully
4 set forth herein.

5 52. As a result of the acts described in the preceding paragraphs, there exists
6 a controversy of sufficient immediacy and reality to warrant the issuance of a
7 declaratory judgment of non-infringement.

8 53. A judicial declaration is necessary and appropriate so that Cascade may
9 ascertain its rights regarding its products and services, and the Regensis Patents.

10 54. Cascade is entitled to a declaratory judgment that Cascade does not make,
11 use, sell, offer for sale, or import into the United States, and has not made, used,
12 sold, offered for sale, or imported into the United States any products or methods
13 that infringe, either directly or indirectly, any valid and enforceable claim of the
14 Regensis Patents under 35 U.S.C. § 271.

15 **FOURTH CLAIM: VIOLATION OF § 2 OF THE SHERMAN ANTITRUST**
16 **ACT (WALKER PROCESS)**

17 55. Cascade repeats and realleges paragraphs 1 through 54 hereof, as if fully
18 set forth herein.

19 56. At all times relevant to the prosecution of the Regensis Patents,
20 Regensis and its licensors had a duty to disclose to the USPTO all information
21 known to them that was material to the question of patentability. Pursuant to the
22 USPTO Rules of Professional Conduct § 11.303, they owed the USPTO a duty of
23 good faith and candor, which included a duty to disclose relevant prior art. For each
24 of the Regensis Patents, this duty was continuing from the date of filing for each
25 patent application through the time the USPTO issued each patent. Regensis and
26 its licensors willfully and intentionally violated this duty.

1 57. Regenesis and its licensors fraudulently obtained the Regenesis Patents
2 from the USPTO. As alleged above, material information, including material prior
3 art well known throughout the industry at the time (*i.e.* Kopinke), was willfully and
4 intentionally not disclosed to the patent examiners. The prior art was intentionally
5 withheld because Regenesis and/or its licensors knew that the patents would not
6 issue absent fraud on the USPTO. The material false representations and omissions
7 were intended to induce, and did induce, reliance by the USPTO patent examiners
8 in their decision to allow the otherwise invalid claims in the Regenesis Patents.

9 58. Since issuance of the fraudulently obtained Regenesis Patents, Regenesis
10 has engaged in conduct prohibited by the Supreme Court in *Walker Process* and in
11 violation of the Sherman Antitrust Act.

12 59. Regenesis's goal is to monopolize, through any means necessary, the
13 market for *in situ* remediation products and services that use activated carbon. In
14 furtherance of that goal, Regenesis has engaged in a calculated campaign of patent
15 abuse, asserting patents it knows to be invalid against competitors, including
16 Cascade, and their customers. Regenesis's misuse of the fraudulently obtained
17 Regenesis Patents is anticompetitive, calculated to exclude Cascade and others from
18 participating and competing in the market for *in situ* groundwater remediation
19 involving services and products using activated carbon.

20 60. Regenesis's explicit and implicit threats to enforce the Regenesis Patents,
21 which it knows to be invalid, through litigation for damages and injunctive relief
22 violates the Sherman Antitrust Act. Cascade has been damaged in an amount to be
23 proven at trial.

24 **FIFTH CLAIM: TORTIOUS INTERFERENCE WITH CONTRACT**

25 61. Cascade repeats and realleges paragraphs 1 through 60 hereof, as if fully
26 set forth herein.

1 62. Regenesis, by threatening Cascade's clients with the fraudulently obtained
2 Regenesis Patents, has engaged in tortious interference with contracts between
3 Cascade and its customers. Cascade validly entered into contracts with its customers
4 to provide products and services that Cascade believes to be legal and non-infringing
5 upon the rights of Regenesis. Nevertheless, Regenesis has repeatedly targeted
6 Cascade's customers and communicated with them directly in an effort to induce
7 them to terminate their contractual relationship with Cascade.

8 63. Regenesis has knowledge of the contractual relationship between Cascade
9 and its customers, and specifically targets Cascade's customers because of that
10 contractual relationship, when it contacts them to induce the termination of that
11 relationship.

12 64. Through its express and implied threats of litigation to enforce the invalid
13 Regenesis Patents, Regenesis has taken intentional acts designed to induce the
14 termination or disruption of the contractual relationship between Cascade and its
15 customers.

16 65. As a result of this misconduct, several of Cascade's customers have
17 terminated contracts with Cascade and, in some cases, opted to use Regenesis's
18 products and/or services instead.

19 66. Cascade has been directly damaged by Regenesis's tortious acts in an
20 amount to be proven at trial.

21 **SIXTH CLAIM: TORTIOUS INTERFERENCE WITH PROSPECTIVE**
22 **ECONOMIC ADVANTAGE**

23 67. Cascade repeats and realleges paragraphs 1 through 66 hereof, as if fully
24 set forth herein.

25 68. Regenesis has engaged in tortious interference with prospective economic
26 advantage between Cascade and its customers. Specifically, Regenesis has
27

1 threatened prospective Cascade customers asserting infringement of the invalid
2 Regensis Patents should the customers choose to conduct business with Cascade.

3 69. Cascade has business relationships with present and prospective
4 customers with the probability of future economic benefit for Cascade.

5 70. Regensis has knowledge of the business relationship between Cascade
6 and its customers, and specifically targets Cascade's customers because of that
7 relationship, when it contacts them to induce the termination of that relationship.

8 71. Through its express and implied threats of litigation to enforce the invalid
9 Regensis Patents, Regensis has taken intentional acts designed to induce the
10 termination or disruption of the economic relationship between Cascade and its
11 customers.

12 72. As a result of this misconduct, several of Cascade's customers have
13 terminated business relationships with Cascade and, in some cases, opted to use
14 Regensis's products and/or services instead.

15 73. Cascade has been directly damaged by Regensis's tortious acts in an
16 amount to be proven at trial.

17 **SEVENTH CLAIM: UNFAIR BUSINESS PRACTICES UNDER CAL. BUS.**
18 **& PROF. CODE §§ 17200-10**

19 74. Cascade repeats and realleges paragraphs 1 through 73 hereof, as if fully
20 set forth herein.

21 75. Regensis's misconduct, as described in the foregoing paragraphs, is
22 anticompetitive and violates California's Unfair Competition Law (the "UCL")
23 codified as California Business and Professional Code §§ 17200 to 17210.

24 76. Regensis's misconduct include unfair business acts and practices within
25 the definition of the UCL, flagrantly violate state and federal antitrust law and policy,
26 and have a significant adverse impact on competition.

1 77. Cascade has suffered distinct injuries in fact through the loss of customers
2 and economic opportunity as a result of Regenesi's misconduct.

3 78. As a result of Regenesi's unfair business practices, Cascade has been
4 damaged in amount to be proven at trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Cascade requests the following relief:

- 7 A. A judgment declaring that the Regenesi Patents are invalid;
8 B. A judgment declaring that the Regenesi Patents are unenforceable;
9 C. A judgment declaring that Cascade's products and services do not infringe
10 upon Regenesi Patents;
11 D. An award of damages;
12 E. An award of punitive damages;
13 F. An award of attorneys' fees, costs, and expenses incurred in this action;
14 and
15 G. Any other relief as the Court may deem just, equitable, and proper.

16 Dated this 8th day of November, 2023.

17 *s/ J. Dino Vasquez*

18 J. Dino Vasquez, CSB #146725

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