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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH

CLEANCUT, LLC, an Arizona entity,  Plaintiff,  vs.  NORTHERN LIGHTS CANDLES, a New York entity, and JOHN DOES 1-10  Defendants.	Civil Action No. 2:13-CV-00057-PMW  Judge Paul M. Warner  <b>COMPLAINT AND JURY DEMAND</b>
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Plaintiff, CleanCut, LLC, by and through their attorneys, complaining of Northern Lights  
Candles and John Does 1-10, seeks judgment and other relief and alleges:

JURISDICTION, VENUE

1. This action arises under the patent laws of the United States. 35 U.S.C. § 1 et. seq. (patent statute). Jurisdiction is conferred on this Court by 28 U.S.C. §§ 1331 and 1338. Venue is proper in this District under 28 U.S.C. §§ 1391 and 1400.

## PARTIES

2. Plaintiff, CleanCut, LLC is an Arizona entity, organized, licensed and operating under the laws of the State of Arizona with a principal place of business at 6205 S. Arizona Avenue, Chandler, Arizona 85248 (“CleanCut”). By assignment and agreement, CleanCut has all necessary legal rights to bring this action.

3. On information and belief, Northern Lights Candles is a New York entity having a place of business at 3473 Andover Road, Wellsville, New York, 14895 (“Northern”) and is doing and/or facilitating business in Utah and in this judicial district.

4. John Does 1-10 manufacture, distribute and/or import the infringing product into the United States and/or into Utah for Northern.

5. Northern and John Does 1-10 are included in the collective terms “Defendants.”

## INTRODUCTION

6. Defendants have copied and infringed CleanCut’s patent by importing, offering for sale, or selling CleanCut’s patented candle wick trimmer. Defendants are actively practicing and inducing customers to practice CleanCut’s patented methods. Defendants’ infringing conduct violates CleanCut’s patent rights and causes harm to CleanCut.

## GENERAL ALLEGATIONS

7. This case relates to United States Patent No. 7,047,851 (“the ‘851 Patent’)<sup>1</sup>, issued May 23, 2006 for a candle wick trimmer and methods of trimming candle wicks.

8. CleanCut designs, develops, imports, produces, markets, sells and distributes candle wick trimmers. CleanCut has contracted with certain manufacturers over time to produce candle wick trimmers described and claimed in the ‘851 Patent.

9. CleanCut conducts business throughout the United States, including the state of Utah and this judicial District.

10. CleanCut owns all right title and interest in the ‘851 patent.

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<sup>1</sup> Including Certificate of Correction, dated November 15, 2006.

11. Beginning in 2005 through 2008 Defendant Northern Lights Candles purchased wick trimmers from CleanCut, which trimmers or their packaging were marked as patented and with ‘851 patent number.

Copying by Defendants

12. Without authorization from CleanCut, one or more of the Defendants make, use, import, sell or offer for sale candle wick trimmers in this judicial District and in the United States. In particular, one or more the Defendants make, use, sell, offer for sale or import wick trimmer devices under item number 91715 which Defendants describe as follows: “Use the Wick Trimmer to quickly and easily trim wicks to the optimum 1/4” length. Snips cleanly and wick debris falls into the catcher. Long handles and angled head are perfect for trimming wicks in jar candles.” (“Infringing Product”).

13. The structure of the Infringing Product copies the structure disclosed and claimed by the ‘851 patent.

14. The function of the Infringing Product copies the function disclosed and claimed by the ‘851 patent.

15. The promotional materials used by the Defendants to market and sell Infringing Product actively teach and encourage third parties to use the methods disclosed and claimed by the ‘851 patent.

16. On information and belief one or more Defendants buy the Infringing Product from the same foreign manufacturer that has manufactured CleanCut’s wick trimmer.

17. Defendants sell and offer for sale the Infringing Product in Utah and other states in the United States through the retail store Bed Bath & Beyond, and by regularly doing business and soliciting business through its website [www.northernlightscandles.com](http://www.northernlightscandles.com), an interactive and commercial website which directs Defendant’s services and products to Utah residents.

18. John Does 1-10 manufacture, distribute and/or import Infringing Product for Northern into the United States and/or Utah, which products have no substantial non-infringing use.

19. The Infringing Products include structure protected by one or more of apparatus claims 3-29 of the ‘851 (“Asserted Claim(s)”),

20. Without authorization from CleanCut, Defendants have used and/or are using methods of trimming candle wicks to a predetermined length (“Infringing Method”).

21. Without authorization from CleanCut, Defendants have actively induced and/or are actively inducing customers and/or third parties to use Infringing Methods protected by one or more of claims 1-2 of the ‘851 Patent (also “Asserted Claim(s)”) in the United States, including in this judicial district.

22. Defendants’ conduct constitutes infringement of the ‘851 Patent.

#### Harm and Damage to CleanCut

23. The forgoing conduct of Defendants has caused and will continue to cause irreparable harm to CleanCut. The conduct of Defendants is knowing and willful and will continue to be knowing and willful unless enjoined by this Court.

24. The forgoing conduct of Defendants has caused and will continue to cause damage to CleanCut. The conduct of Defendants is knowing and willful and will continue to be knowing and willful unless remedied by this Court by ordering Defendants to pay money damages, including increased damages up to three times as permitted by law.

25. Because the conduct of Defendants is knowing and willful, this is an exceptional case in which Defendants be required to pay CleanCut’s attorneys fees.

#### **FIRST CLAIM FOR RELIEF** (Judgment of Direct Infringement of the ‘851)

26. CleanCut incorporates by reference paragraphs 1 through 25 of this Complaint as though set forth here in full.

27. Pursuant to patent laws of the United States, the forgoing acts of Defendants related to the Infringing Product constitute direct infringement of one or more the Asserted Claims of the ‘851 Patent.

28. CleanCut requests the Court to find that the acts of Defendants related to the Infringing Product constitute direct infringement of one or more of the Asserted Claims of the '851 Patent.

29. CleanCut requests the Court to find the direct infringement of Defendants have been willful, in bad faith and/or in reckless disregard of the rights of CleanCut.

SECOND CLAIM FOR RELIEF  
(Judgment of Inducing Infringement of the '851 Patent)

30. CleanCut incorporates by reference paragraphs 1 through 29 of this Complaint as though set forth here in full.

31. Pursuant to patent laws of the United States, the forgoing acts of Defendants related to the Infringing Product constitute inducing infringement of one or more of the Asserted Claims of the '851 Patent.

32. CleanCut requests the Court to find that the acts of Defendants related to the Infringing Product constitute inducing infringement of one or more of the claims of the '851 Patent

33. CleanCut requests the Court to find that the inducing infringement acts of Defendants have been willful, in bad faith and/or in reckless disregard of the rights of CleanCut.

THIRD CLAIM FOR RELIEF  
(Judgment for Contributory Infringement of the '851 Patent)

34. CleanCut incorporates by reference paragraphs 1 through 33 of this Complaint as though set forth here in full.

35. Pursuant to patent law of the United States, the foregoing acts of John Does 1-10 related to the Infringing Product constitute contributory infringement of one or more of the Asserted Claims of the '851 patent.

36. CleanCut requests the Court to find that the acts of Defendants related to the Infringing Product constitute contributory infringement of one or more claims of the '851 patent.

37. CleanCut requests the Court to find that the contributory infringement of John Does 1-10 has been willful, in bad faith and/or in reckless disregard of the rights of CleanCut.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, CleanCut, prays for judgment and relief as follows:

a. Judgment in favor of CleanCut finding that Defendants are liable for direct infringement of the '851 Patent.

b. Judgment in favor of CleanCut finding that Defendants are liable for inducing infringement of the '851 Patent.

c. Judgment in favor of CleanCut finding that John Does 1-10 are liable for contributory infringement of the '851 patent.

d. An accounting to CleanCut for and an award of at least a reasonable royalty and of any and all ascertainable damages to CleanCut, to be determined at trial, related to the unlawful acts of Defendants.

e. Judgment in favor of CleanCut that that this case is exceptional and that damages should be increased up to three times.

f. For temporary, preliminary and permanent injunctive relief ordering Defendants to refrain from further infringing any claims of the '851 Patent or claiming patent pending status of the Infringing Product.

g. For reasonable attorney's fees.

h. For costs of suit incurred in his action.

i. For such further relief as the Court may deem proper.

JURY DEMAND

A demand is hereby made for trial by jury.

DATED this 23<sup>rd</sup> day of January, 2013.

KIRTON McCONKIE

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Todd E. Zenger

Attorneys for Plaintiff  
CLEAN CUT LLC

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