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AECOM ENERGY &  
7 CONSTRUCTION, INC.

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 AECOM ENERGY &  
CONSTRUCTION, INC., an Ohio  
12 Corporation,

13 Plaintiff,

14 v.

15 JOHN RIPLEY, an individual; TODD  
HALE, an individual; GARY  
16 TOPOLEWSKI, an individual;  
HENRY BLUM, an individual; BUD  
17 ZUKALOFF, an individual;  
"MORRISON KNUDSEN  
18 CORPORATION," a Nevada  
Corporation; "MORRISON-  
19 KNUDSEN COMPANY, INC.," a  
Nevada Corporation; "MORRISON-  
20 KNUDSEN SERVICES, INC.," a  
Nevada Corporation; and  
21 "MORRISON-KNUDSEN  
INTERNATIONAL INC.," a Nevada  
22 Corporation,

23 Defendants.  
24  
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CASE NO. 2:17-cv-05398

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES FOR:**

- 1. FALSE DESIGNATION OF ORIGIN/AFFILIATION/  
PASSING OFF;
  - 2. FALSE ADVERTISING;
  - 3. CYBERPIRACY;
  - 4. CA COMMON LAW UNFAIR  
COMPETITION;
  - 5. CA STATUTORY UNFAIR  
COMPETITION;
  - 6. CA STATUTORY FALSE  
ADVERTISING;
- AND
- 7. PETITION FOR  
CANCELLATION OF A  
REGISTERED MARK

**DEMAND FOR JURY TRIAL**

1 Plaintiff AECOM Energy & Construction, Inc. (“AECOM”) brings this action  
2 against Defendants for injunctive relief and damages. The allegations herein are made  
3 based on personal knowledge as to AECOM and its own actions and interactions, and  
4 upon information and belief as to all other matters.

### 5 INTRODUCTION

6 1. This case is about a remarkable fraud by Defendants to usurp the identity  
7 and goodwill of Morrison Knudsen Corporation, an iconic company in modern  
8 American history, whose accomplishments include some of this nation’s greatest and  
9 most well-known engineering and construction feats (“MK”). In doing so, Defendants  
10 have falsified corporate records, submitted false statements to both federal and state  
11 government agencies, and have created a website [www.morrison-knudsen.com](http://www.morrison-knudsen.com) (the  
12 “Fraudulent Website”) on which they falsely claim that MK’s previous projects, as  
13 well as its long and storied past, is their own. Through this website, they offer for sale  
14 to the public used construction equipment and seek equity stakes in other projects—all  
15 by fraudulently trading on the knowledge, experience, and business reputation of MK.

16 2. AECOM, the successor to MK, sent a cease and desist letter to  
17 Defendants to reach a resolution to this matter. Defendants’ brazen response was to  
18 accuse AECOM of attempting to trade off MK’s goodwill—the goodwill that rightly  
19 belongs to AECOM. AECOM tried again to resolve this matter without court  
20 intervention, explaining the acquisitions that form the basis for AECOM’s rights.  
21 This time, Defendants did not respond. As of this date, Defendants continue to  
22 impersonate MK, a company with which they have no actual relationship. AECOM  
23 thus files this action to enjoin Defendants from further fraudulent use of MK’s name,  
24 trademarks and corporate records, and from falsely asserting or taking any further  
25 action to convey an affiliation or other relationship with MK, including through the  
26 use of the Fraudulent Website.

### 27 THE PARTIES

28 3. Plaintiff AECOM is an Ohio corporation with its principal place of

1 business located at 1999 Avenue of the Stars, Suite #2600, Los Angeles, California  
2 90067. AECOM is an engineering firm that provides a wide range of services,  
3 including design, construction, technical services, management and capital. Formerly  
4 known as Morrison Knudsen Corporation and then as Washington Group  
5 International, AECOM was the registered owner of MK's trademark rights in the  
6 United States.

7 4. Defendant Morrison Knudsen Corporation is a Nevada Corporation, with  
8 its principal place of business at 2049 Century Park East, Suite 3850, Los Angeles,  
9 California 90067 (diagonally across the street from that of AECOM).

10 5. Defendant Morrison-Knudsen Company, Inc. is a Nevada Corporation,  
11 with its principal place of business at 2049 Century Park East, Suite 3850, Los  
12 Angeles, California 90067.

13 6. Defendant Morrison Knudsen International Inc. is a Nevada Corporation,  
14 with its principal place of business at 2049 Century Park East, Suite 3850, Los  
15 Angeles, California 90067.

16 7. Defendant Morrison-Knudsen Services, Inc. is a Nevada Corporation,  
17 with its principal place of business at 2049 Century Park East, Suite 3850, Los  
18 Angeles, California 90067.

19 8. Defendant John Ripley is an individual residing and working in Los  
20 Angeles, California, and, along with the other individual Defendants, controls the  
21 Defendant entities.

22 9. Defendant Gary Topolewski is an individual residing and working in Los  
23 Angeles, California, and, along with the other individual Defendants, controls the  
24 Defendant entities.

25 10. Defendant Todd Hale is an individual residing and working in Los  
26 Angeles, California, and, along with the other individual Defendants, controls the  
27 Defendant entities.

28 11. Defendant Bud Zukaloff is an individual residing and working in Los

1 Angeles, California, and, along with the other individual Defendants, controls the  
2 Defendant entities.

3 12. Defendant Henry Blum is an individual residing and working in Los  
4 Angeles, California, and, along with the other individual Defendants, controls the  
5 Defendant entities.

6 13. At all relevant times, each of the Defendants was the agent and alter ego  
7 of each other Defendant, acting for and on behalf of each of the other Defendants, all  
8 of whom act as a single enterprise, with unity of purpose and control.

9 JURISDICTION AND VENUE

10 14. This action arises under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, and  
11 California statutory and common law. This Court has subject matter jurisdiction  
12 pursuant to 15 U.S.C. § 1121 *et seq.*, and 28 U.S.C. §§ 1331 (federal question  
13 jurisdiction), 1338(a) and 1338(b). This Court has supplemental jurisdiction over the  
14 Fourth, Fifth, and Sixth Causes of Action below, pursuant to 28 U.S.C. § 1367(a).

15 15. Each of the Defendants is subject to personal jurisdiction in this Court  
16 based on continuous and systematic contacts within this judicial district. In multiple  
17 documents filed with government entities, Defendants state that their address is 2049  
18 Century Park East Suite 3850, Los Angeles, CA 90067.

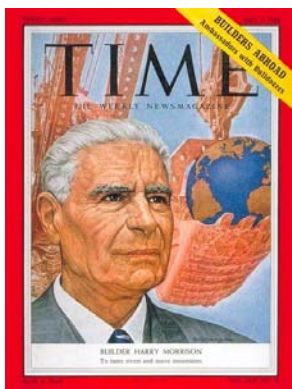
19 16. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), (c) and  
20 (d) because a substantial amount of the events and injury occurred in this judicial  
21 district and Defendants themselves claim to operate their principal place of business in  
22 this district.

23 BACKGROUND

24 MORRISON KNUDSEN CORPORATION

25 17. MK was founded in the early part of the 20th Century by Harry Morrison  
26 and Morris Knudsen, and became a storied engineering firm. MK's first successful  
27 project was the construction of the Three-Mile Falls Dam in Oregon in 1914. Within  
28 twenty years, MK was building such notable projects as the Hoover Dam. By mid-

1 century, MK had reportedly built over 100 dams, as well as numerous airfields,  
2 military bases, ships, and countless other projects, throughout the world. In 1954,  
3 TIME magazine's cover featured Harry Morrison, proclaiming him as "the man who  
4 has done more than anyone else to change the face of the earth."



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12 18. Over the following forty years, MK would build such notable projects as  
13 the San Francisco-Oakland Bay Bridge and the Trans-Alaska Pipeline, to name just  
14 two. MK also broadened into railway design and construction, and spun off a separate  
15 entity called MK Rail.

16 19. In 1996, MK and another construction and engineering firm, Washington  
17 Construction Group, Inc. merged, with the surviving entity operating under the name  
18 Morrison Knudsen Corporation and continuing to offer the same services that MK had  
19 offered for nearly a century. In 2000, however, MK changed its name to Washington  
20 Group International. In 2007, engineering and construction firm URS Corp. ("URS")  
21 acquired MK, then known as Washington Group International, and its operational  
22 subsidiaries, which were renamed but continued to operate as wholly owned  
23 subsidiaries of URS. Despite its changes in name and ownership, MK continued to  
24 offer the same types of engineering and construction services that had made it one of  
25 the most influential companies ever to exist in its industry.

26 **AECOM**

27 20. Headquartered in Los Angeles, California, AECOM is a subsidiary of a  
28 multinational engineering firm of the same name, with expertise in design, consulting,

1 construction, and management services. Until 2000, Plaintiff AECOM was named  
2 Morrison Knudsen Corporation, an Ohio subsidiary of its Delaware parent, also called  
3 Morrison Knudsen Corporation. In 2000, AECOM's name (Morrison Knudsen  
4 Corporation) changed to Washington Group International. In 2007, Washington  
5 Group International and its related entities were acquired by URS Corp. In 2014,  
6 AECOM's parent company, also called AECOM, acquired URS and its related  
7 entities when URS merged with an AECOM subsidiary. In connection with that  
8 acquisition, Plaintiff AECOM's name became what it is today: AECOM Energy &  
9 Construction, Inc.

10 21. The AECOM entities employ more than 87,000 people around the globe,  
11 and provide services to a wide range of clients in over 150 countries. The new World  
12 Trade Center in New York, the Hong Kong International Airport, Dubai Healthcare  
13 City, London Gateway, The Royal Bank of Scotland and, closer to home, the new Los  
14 Angeles NFL stadium being built for the Chargers, are among the many projects  
15 engineered or built by AECOM entities. For the past three years, AECOM has been  
16 named one of the "World's Most Admired Companies" by Fortune magazine.

17 22. Despite its name changes, AECOM proudly uses the MK name, as well  
18 as MK trademarks, in brochures and client presentations to tout MK and its expertise  
19 as among the entities that helped make the AECOM entities the premier engineering  
20 and construction firm that it is today.

### 21 **THE MORRISON KNUDSEN MARK**

22 23. Throughout the course of its existence, MK used many trademarks,  
23 including the word mark MORRISON KNUDSEN, the MK logo and the combined  
24 word and design mark MKCO MORRISON KNUDSEN (each an "MK Mark";  
25 collectively, the "MK Marks").



1  
2 24. Through their consistent use for roughly 100 years, the MK Marks  
3 achieved tremendous recognition and goodwill, and became associated with MK's  
4 premier design, engineering, and construction services. The MK Marks have  
5 appeared, among other places, on construction equipment, locomotive parts, and  
6 design materials, and denote the expertise of a company that built American airfields  
7 in World War II, NASA's Kennedy Space Center, and the Hoover Dam. Even today,  
8 years after the company changed its corporate name, the MK Marks appear in  
9 AECOM promotional materials detailing a century of design, engineering and  
10 construction expertise.

11 25. Over the course of many decades, MK had several trademark  
12 registrations for engineering and construction services, including, but not limited to,  
13 the following:

14 Reg. No. 0980525; Registered Mar. 12, 1974–Nov. 18, 1980.

15 Reg. No. 0980526; Registered Mar. 12, 1974–Nov. 18, 1980.

16 Reg. No. 1176535; Registered Nov. 3, 1981–May 27, 1988.

17 Reg. No. 1176536; Registered Nov. 3, 1981–May 27, 1988.

18 Reg. No. 1699437; Registered July 7, 1992–Feb. 5, 2016.

19 Reg. No. 1716505; Registered Sept. 15, 1992–Feb. 5, 2016.

20 Reg. No. 1744815; Registered Jan. 5, 1993–Feb. 5, 2016.

21 Reg. No. 1874224; Registered Jan. 17, 1995–Jan. 26, 2002.

22 Reg. No. 1874254; Registered Jan. 17, 1995–Jan. 26, 2002.

23 Reg. No. 1900555; Registered June 20, 1995–June 29, 2002.

24 Reg. No. 1921850; Registered Sept. 26, 1995–July 20, 2002.

25 Reg. No. 2199496; Registered Oct. 27, 1998–May 30, 2009.

26 26. Although the last registrations for the MK Marks lapsed in 2016,  
27 AECOM has been using the MK Marks in its marketing materials to refer to MK and  
28 its goodwill. They retain residual goodwill to this day, which belongs to AECOM.



1 **DEFENDANTS' FRAUD**

2 **Defendants Take over Two Dissolved Affiliates of MK and Two Unrelated**  
3 **Entities That They Renamed as MK Affiliates**

4 27. In 2008, unbeknownst to MK, Defendants began what would become an  
5 intricate series of frauds designed to trade off, and indeed take over, the MK identity.  
6

7 ***Morrison-Knudsen Services***

8 28. Defendants first fraudulently took over Morrison-Knudsen Services, Inc.,  
9 an affiliate of MK that was incorporated in 1982 but dissolved in 2002 when its Vice  
10 President and General Counsel, Richard Parry, along with its Secretary, Craig G.  
11 Taylor, filed a certificate of dissolution with the Nevada Secretary of State.

12 29. On July 28, 2008, however, Hale, purporting to be President of Morrison-  
13 Knudsen Services but acting fraudulently on behalf of all Defendants, revived that  
14 corporation. To do so, he filed a Certificate of Revival of a Nevada Corporation,  
15 seeking reinstatement of that entity, falsely swearing under penalty of perjury that he  
16 had authority from the board of directors of Morrison-Knudsen Services, Inc. to do so.  
17 Based on that false statement, Morrison-Knudsen Services, Inc. was revived. In the  
18 Certificate of Revival, Hale, acting on behalf of all Defendants, listed Blum as Vice  
19 President and the Registered Agent for service of process at 2756 N. Green Valley  
20 Parkway #414, Henderson, Nevada 89014 (which appears to be a UPS Store), and  
21 listed himself as President and Ripley as Secretary, with an address of 6433 Topanga  
22 Canyon Blvd #165, Woodland Hills, CA 91303. Each year thereafter, Defendants  
23 filed fraudulent statements of officers and directors, under penalty of perjury.

24 30. By at least mid-2011, Defendants had moved to their current business  
25 address on Century Park East in Los Angeles. On May 24, 2011, Topolewski, acting  
26 on behalf of all Defendants, filed the annual list of officers and directors of the  
27 fraudulently-revived Morrison-Knudsen Services, Inc. listing himself as Chairman,  
28 Hale as President, Blum as Vice President, and Ripley as Secretary, all with the



1 address of 2049 Century Park East, Suite 3850, Los Angeles, California 90067. He  
2 also listed Blum as the agent for service of process at the same UPS Store in  
3 Henderson, Nevada.

4 31. Zukaloff, who listed himself as the company's "Compliance Officer,"  
5 signed a list of officers and directors of Morrison-Knudsen Services, Inc., sworn under  
6 penalty of perjury, which he filed with the Nevada Secretary of State in May 2013.

7  
8 ***Morrison Knudsen Corporation of Viet Nam***

9 32. Defendants similarly took over another dissolved Nevada affiliate of MK,  
10 Morrison Knudsen Corporation of Viet Nam. That entity had been incorporated in  
11 1996, but was dissolved in 2002 by Richard Parry, its General Counsel and Corporate  
12 Secretary. On October 22, 2014, however, Topolewski and Blum, acting on behalf of  
13 all Defendants, submitted a form to the Nevada Secretary of State asking to have  
14 Morrison Knudsen Corporation of Viet Nam reinstated, and swearing under penalty of  
15 perjury that they had the authority from the Board of Directors of that company to do  
16 so. The certificate of revival listed Topolewski as President, Secretary and Treasurer,  
17 Blum as Vice President, and both Ripley and Hale as Directors. The address for each  
18 of the officers was 2049 Century Park East, Suite 3850, Los Angeles, California  
19 90067. The Certificate of Revival also listed Blum as the agent for service of process,  
20 at the same UPS Store address in Henderson, Nevada, that Defendants used for  
21 service of process for each of the other Defendant entities. Topolewski's and Blum's  
22 statements under oath were false: they had no authority to take any action whatsoever  
23 on behalf of the dissolved Morrison Knudsen Corporation of Viet Nam. Nonetheless,  
24 with their false sworn statement to the government of Nevada, Morrison Knudsen  
25 Corporation of Viet Nam was revived.

26 33. On October 30, 2014, Topolewski, again falsely swearing that he had the  
27 authority to do so, changed the name of Morrison Knudsen Corporation of Viet Nam  
28 to "Morrison Knudsen Corporation." In reliance on this false statement, the Nevada

1 Secretary of State recorded the name change. Each year since then, Defendants filed  
2 fraudulent statements of officers and directors, under penalty of perjury.

3  
4 ***Morrison Knudsen International***

5 34. Defendants also changed the name of an existing unrelated company that  
6 Defendants had operated for years, to make it appear to be an affiliate of MK. In  
7 2012, Topolewski was President and Secretary of E Planet Communications, Inc., a  
8 Nevada corporation formed in 2011. On May 23, 2016, E Planet Communication's  
9 Compliance Officer, Zukaloff, filed a Certificate of Amendment with the Nevada  
10 Secretary of State changing E Planet Communications Inc.'s name to Morrison  
11 Knudsen International Inc. The most recent list of officers and directors of this entity  
12 was filed with the Nevada Secretary of State in January 2017 by Blum under penalty  
13 of perjury. In that document, Blum listed himself as Vice President and listed 2049  
14 Century Park East, Suite 3850, Los Angeles, California 90067, as the address for each  
15 of the company's officers and directors. Until June 28, 2017, the address for the agent  
16 for service of process for this entity was listed as 2657 North Green Valley Parkway,  
17 #414, Henderson, Nevada 89014, the same UPS Store address that Defendants used  
18 for service of process for each of the other Defendant entities.

19  
20 ***Morrison-Knudsen Company***

21 35. Finally, Defendants also fraudulently took control of a wholly unrelated  
22 defunct entity and renamed it to indicate that it too was an affiliate of MK (which it  
23 was not). Westland Petroleum Corporation ("WPC") was an entity incorporated in  
24 Nevada in 1926 that had fallen out of good standing in or around 2013. On October 6,  
25 2016, however, Defendants, through "John Anderson," listed as the Vice President of  
26 WPC, requested and received reinstatement of WPC with the Nevada Secretary of  
27 State. That same day, "Anderson," an agent of Defendants, filed a list of officers and  
28

1 directors, citing 2049 Century Park East, Suite 3850, Los Angeles, California 90067  
2 as the address for several of the officers and directors, and submitted a change of  
3 registered agent form, listing himself as the agent for service of process, with the same  
4 UPS Store address in Henderson, Nevada, that Defendants used for service of process  
5 for each of the other Defendant entities.

6 36. On or about October 18, 2016, Defendants requested that WPC's name  
7 be changed to Morrison-Knudsen Company, Inc., a change that was thereafter  
8 reflected on the books and records of the Nevada Secretary of State. The Certificate  
9 of Amendment changing the company's name was signed by Ripley. Each of those  
10 forms was signed and submitted to the Nevada Secretary of State with the false  
11 statement, sworn under penalty of perjury, that the signer had the authority to act on  
12 behalf of the company.

13  
14 **Defendants' Fraudulent Statements to the USPTO**

15 37. Defendants also made knowing false statements to a federal government  
16 agency, the United States Patent & Trademark Office ("USPTO"). At all relevant  
17 times until November 10, 2014, the USPTO's records for MORRISON KNUDSEN,  
18 Reg. No. 1716505 and MKCO MORRISON KNUDSEN, Reg. No. 1744815, used  
19 MK's Boise, Idaho address. On November 10, 2014, however, Hale, acting on behalf  
20 of all Defendants, submitted "change of address" requests to the USPTO, seeking to  
21 change the address for Reg. No. 1744815 and Reg. No. 1716505 to the address used  
22 by Defendants: 2049 Century Park East, Suite 3850, Los Angeles, California 90067  
23 and to the email address of Todd.Hale@Morrison-Knudsen.com. In doing so,  
24 knowingly made false representations to the USPTO: MK's address had not changed,  
25 and neither MK nor its attorney of record authorized Hale to change the registrations'  
26 records at all, let alone to change the addresses to physical and electronic addresses  
27 controlled by Defendants. In reliance upon Hale's fraudulent statement, the USPTO  
28 changed the addresses of record for those two registrations to Defendants' address and

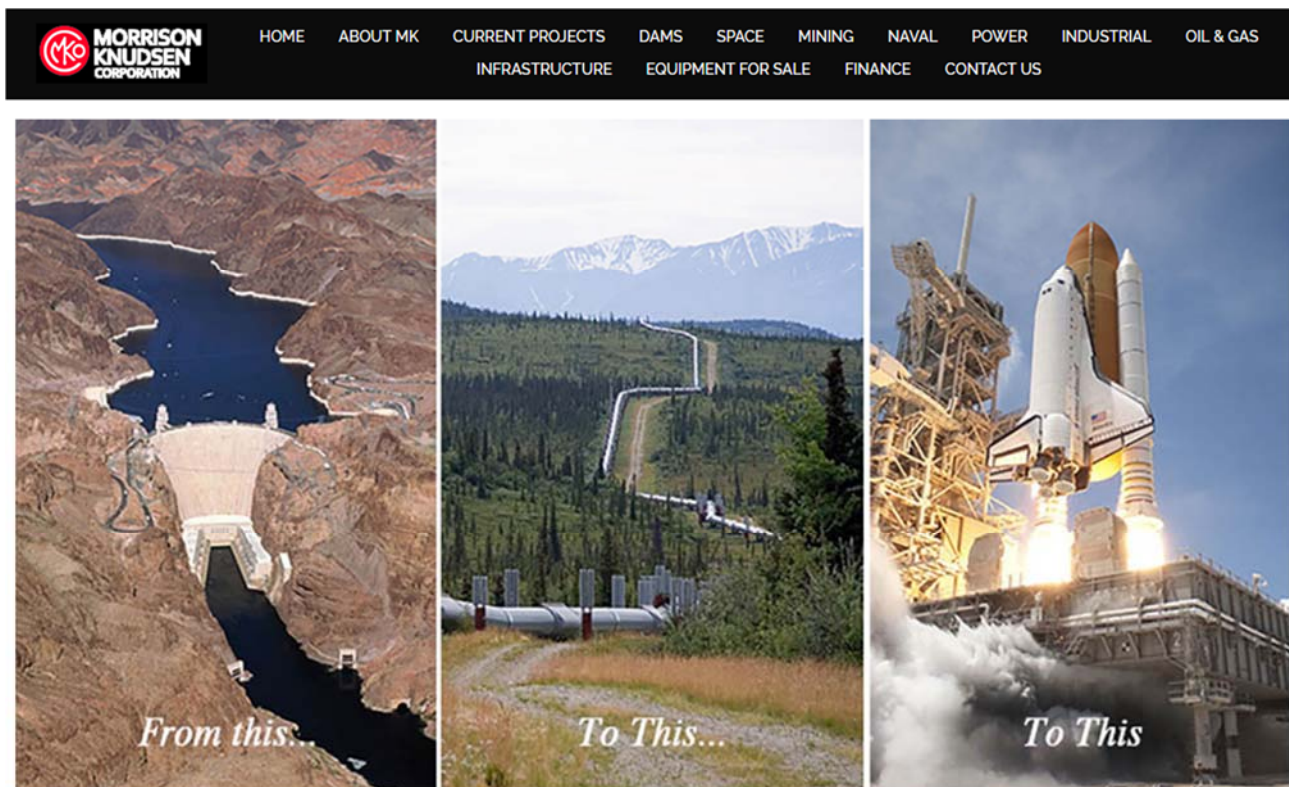
1 Hale's email address. Defendants effectively then had control of MK's trademark  
2 registrations, No. 1744815 and No. 1716505.

3 38. Defendants' fraud on the USPTO did not end there. One year later, on  
4 November 11, 2015, Zukaloff, acting on behalf of all Defendants, forged an  
5 assignment of Reg. No 1744815 to themselves as "Morrison Knudsen Corporation,  
6 2049 Century Park East, Suite 3850, Los Angeles, California 90067." Defendants  
7 listed an email address associated with the domain of the Fraudulent Website,  
8 pat@morrison-knudsen.com.

9 39. One month after Reg. No. 1744815 was cancelled, Defendants made yet  
10 more false statements to the USPTO. On March 26, 2016, Defendants applied to  
11 register the mark MORRISON KNUDSEN, falsely representing to the USPTO that  
12 they had the right and authority to do so and that the mark's first use in commerce was  
13 "at least as early as April 18, 1933," i.e., a date when MK, not Defendants, used the  
14 "Morrison Knudsen" name. In reliance on Defendants' false affirmation that they  
15 were the rightful owners of the mark and had the right to claim a first use date of April  
16 18, 1933, the USPTO issued Registration No. 5077287 for MORRISON KNUDSEN  
17 on November 8, 2016, for the following services: Construction and repair services in  
18 connection with public and private sector projects, namely, construction of dam sites  
19 and utility facilities, construction of bridge, road, rail, marine and air transportation  
20 facilities, and construction of industrial facilities; General construction contracting.  
21 The registrant is listed as "Morrison Knudsen Corporation" with an address at 2049  
22 Century Park East Suite 3850, Los Angeles, California 90067.

23 40. Having defrauded the USPTO into changing the registration records of  
24 the MK Marks and issuing Defendants their own registration, and having defrauded  
25 the Nevada Secretary of State into reinstating and renaming corporations such that  
26 they bear the "Morrison Knudsen" name and list Defendants as their officers and  
27 directors, Defendants now masquerade as MK to the general public and to the  
28 engineering and construction industry. On the Fraudulent Website, Defendants

1 pretend to be the actual MK, describing MK’s history and some of the many projects  
2 MK designed, engineered and constructed. They do so, in part, by using images of  
3 MK projects. A snapshot of the home page of the Fraudulent Website is depicted  
4 below.



18 41. Among other false statements, in a section titled “About MK,”  
19 Defendants include a detailed description of MK’s corporate history and use video  
20 documentaries about MK that MK produced, doing so in a way that falsely claims  
21 MK’s history and achievements as their own.  
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Watch the documentary of the history of MORRISON KNUDSEN



Watch the documentary showcasing MORRISON KNUDSEN's revolutionary construction techniques decades ahead of our time building the Salt Lake crossing for Southern Pacific Rail Road.



COPYRIGHT

42. Lest there be any doubt that Defendants are pretending to be MK, they refer to MK and its work by using “we” and “our.” Indeed, Defendants go so far as to say: “We are the world’s largest dam builder and constructor of hydro power projects

1 with 160 dams built in the Company’s history along with 100 hydro power plants;”  
2 Defendants well know that statement actually describes MK (now AECOM), *not*  
3 Defendants.



#### 4 About MK

5  
6 Morrison Knudsen Corporation began contracting in 1912 when Morris Knudsen allied with Harry Morrison to construct an irrigation canal and a pump station in Idaho. Two years later the Company built the Three Mile Falls Dam in Oregon establishing MK as the premier dam builder in the world. The Company moved onto the Hoover Dam leading a joint venture that built the dam two years ahead of schedule during the Depression.

7  
8 Since that landmark project the Company has built some of the world’s largest harbors, airports, freeways, rail lines, factories, oil refineries, air bases, naval stations, fuel storage facilities, missile silo’s and systems, radar stations, rocket launching platforms, space control command centers including the Apollo and Space Shuttle launches, military communication systems, developed the largest coal, gold, silver, copper, bauxite and molybdenum, lignite and limestone mines.

9  
10 We were the lead contractor in the joint venture that constructed the largest naval base in the world at Cam Ranh Bay, Vietnam during the war. Additional war time projects included air bases, hospitals, communication facilities, water supply systems, power stations, barracks, command centers, power transmission lines, highways, bridges and loading facilities. It still stands as the largest construction project ever executed over a five year period, \$55 billion in today’s dollars.

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14 43. Defendants have engaged in this elaborate fraud so that they can use the  
15 Fraudulent Website to deceive others for financial gain. On a page titled “Equipment  
16 For Sale,” Defendants offer for sale construction equipment ranging from used  
17 tractors to refurbished dump valves. Indeed, as of the date of this complaint,  
18 Defendants list for sale a 2002 Transcraft Step Deck, twelve Caterpillar 631E II’s, six  
19 Caterpillar 637D’s, ten Northern Toolboxes, one Caterpillar D9R, and five water  
20 towers—many of which bear the Morrison Knudsen name and logo, effectively  
21 reinforcing the message that these products are being offered for sale by MK after  
22 having been used, maintained, and inspected by MK, all of which is false. Because of  
23 Defendants’ false statements on the Fraudulent Website and because of Defendants’  
24 use of the MK Marks on the pictured equipment, purchasers and prospective  
25 purchasers of the equipment are likely to be confused and deceived.



4 **1999 TO 2001 CATERPILLAR 631E II**

5 Comes with radial tires, EROPS, air conditioning, 16,000 to 22,000 hours, tight necks, sandblasted and painted. 12 available. Located in California and Colorado. \$180,000.00 each.

6 Contact Equipment Sales at 310-275-1359

7 [sales@morrison-knudsen.com](mailto:sales@morrison-knudsen.com)



17 **Equipment For Sale**

18 **2002 48' Aluminum Transcraft Step Deck**

19 Comes with low profile 22.5 radials, pipe racks, spread axles, 4 tool boxes and 20 slide winches. Located in Los Angeles. \$22,000.00

20 [sales@morrison-knudsen.com](mailto:sales@morrison-knudsen.com)



1           44. Defendants also seek to profit another way: by soliciting equity positions  
2 in third party contracts. Specifically, on the Fraudulent Website, Defendants falsely  
3 claim they are currently pursuing projects across the United States, displaying images  
4 of multiple project sites and showing the use of construction equipment similar to that  
5 listed for sale. On a separate Finance page, Defendants falsely claim that they can  
6 assist others by “taking equity positions in a variety of projects,” and that they can  
7 “back your project with [MK’s] engineering capabilities, construction resources, . . .  
8 equipment lend/lease and financing.” Defendants’ statements are false: Defendants  
9 cannot actually back anyone’s project with MK’s engineering capabilities or  
10 construction resources, because Defendants are not MK, but mere imposters. Notably,  
11 Defendants list Ripley, along with his email address and Defendants’ phone number,  
12 as the person to contact concerning such opportunities on the Finance page of the  
13 Fraudulent Website.



#### 14 Finance

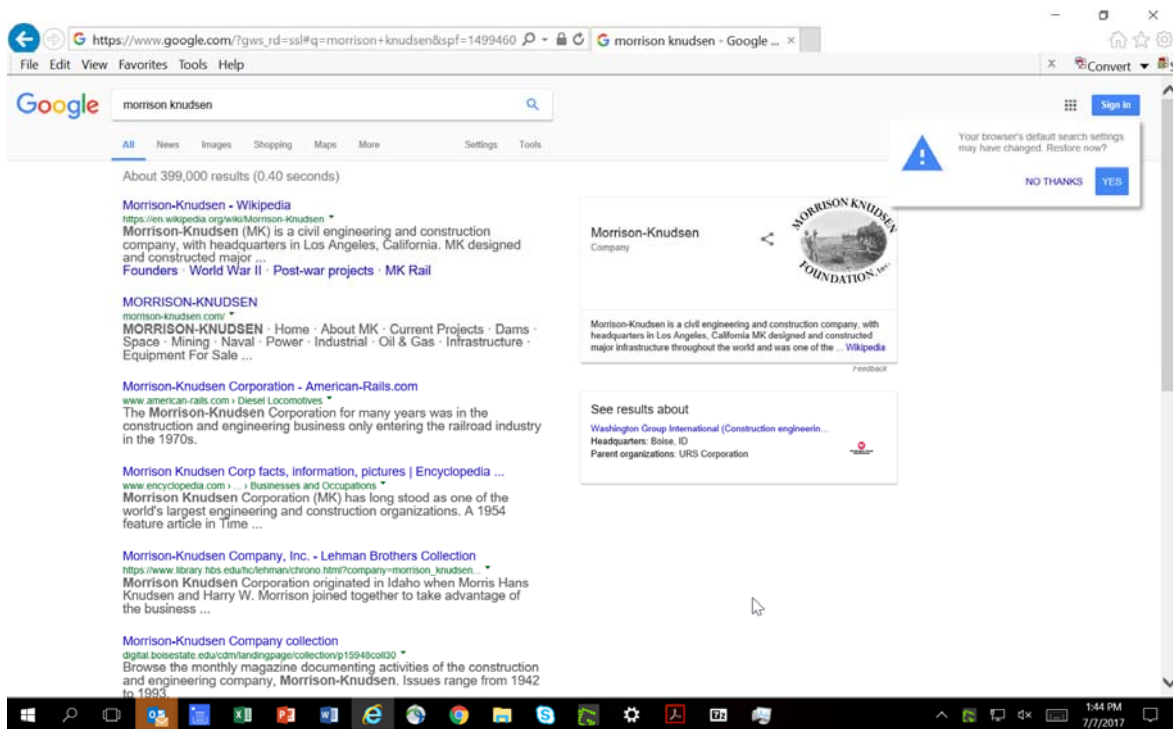
15 Morrison-Knudsen Financial can assist its partners by taking equity positions in a variety of projects. We can back your project with our engineering  
16 capabilities, construction resources, our equipment lend/lease and financing of your construction costs. We actively seek out positions in mining, all  
17 power sources including solar, toll roads, airport concessions, oil and gas projects, pipelines, commercial development, industrial development,  
18 seaborne facilities and transportation.

19 Contact John Ripley at 310-275-1359 or [jripley@morrison-knudsen.com](mailto:jripley@morrison-knudsen.com)

20  
21  
22 MORRISON-KNUDSEN ©2017

23           45. At no point did Defendants receive authorization to use the Morrison  
24 Knudsen name or the MK Marks, or claim any association, affiliation, or sponsorship  
25 whatsoever. Through their unauthorized conduct, however, Defendants have  
26 succeeded in deceiving third parties into believing that they are the real MK. Indeed,  
27 online searches for “Morrison Knudsen” return the Fraudulent Website at or near the  
28 top of the results and the Wikipedia page for MK wrongly identifies the Fraudulent

1 Website as MK’s official website and wrongly claims that MK changed its name in  
2 2007 to Morrison-Knudsen International, one of the entities Defendants now control.



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16 **Defendants’ Continued Infringement Despite Notice**

17 46. In May of 2017, AECOM wrote to Defendants requesting that  
18 Defendants cease any unauthorized usage of the Morrison Knudsen mark and never  
19 again claim an affiliation with MK or its projects. Ripley responded, accusing  
20 AECOM of fraudulently misrepresenting its relationship to MK, and threatening to  
21 pursue legal action. On June 13, 2017, AECOM replied, detailing the acquisition  
22 history of MK and including links to supporting SEC documents. AECOM also  
23 demanded, among other things, that Ripley inform AECOM of any basis for believing  
24 that Defendants have the right to claim to be MK. As of the date of this complaint,  
25 neither Ripley, nor any other Defendant, has responded. Defendants’ infringement  
26 and demonstrably false claims of being MK continue to harm AECOM and its legacy  
27 as the successor to MK and its goodwill.  
28

COUNT I

**(False Designation of Origin/Affiliation/Passing Off)**

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4 47. AECOM incorporates and realleges by reference each and every  
5 paragraph herein as if set forth in full in this count.

6 48. Defendants' actions as alleged herein violate 15 U.S.C. § 1125(a)(1)(A).  
7 Through their statements on the Fraudulent Website and in press releases, and by  
8 using the domain name of the Fraudulent Website (www.morrison-knudsen.com),  
9 Defendants pass themselves off as MK, and pass off MK's celebrated projects and  
10 history as their own. Defendants then use MK's history and experience, the Morrison  
11 Knudsen name and the MK Marks, which retain residual goodwill, to pass off and sell  
12 construction-related products and services. In doing so, Defendants falsely designate  
13 the origin of their products and services as coming from MK, which they do not, and  
14 falsely convey an association and affiliation with, as well as a sponsorship by, MK.

15 49. As a result of Defendants' conduct, the public and potential consumers of  
16 the types of products and services Defendants offer are likely to be confused and  
17 deceived.

18 50. Defendants' actions have been and continue to be knowing and willful.

19 51. As a direct and proximate result of Defendants' conduct, AECOM has  
20 suffered irreparable harm and will continue to suffer such harm unless Defendants are  
21 enjoined from such further conduct.

COUNT II

**(False Advertising in Violation of the Lanham Act)**

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25 52. AECOM incorporates and realleges by reference each and every  
26 paragraph herein as if set forth in full in this count.

27 53. Defendants' actions as alleged herein violate 15 U.S.C. § 1125(a)(1)(B).  
28

1 On the Fraudulent Website, Defendants falsely claim that MK and AECOM projects  
2 are Defendants' projects, and that Defendants were involved with and, indeed, are the  
3 principals behind those projects. In addition, Defendants falsely state that the  
4 products and services they offer come from MK and that they can "back your project  
5 with [MK's] engineering capabilities, construction resources, . . . equipment  
6 lend/lease and financing." Defendants also falsely claim, in press releases, that MK is  
7 bidding and winning contracts. These press statements falsely advertise to the public  
8 that MK is responsible for projects with which MK is not actually involved.  
9 Defendants' statements about the nature and quality of the products and services they  
10 provide, as set forth herein, are false and likely to deceive, indeed defraud, actual and  
11 potential customers and business partners. Defendants' statements injure AECOM  
12 commercially, by diminishing the value of their strategic acquisition investments.  
13 Defendants' statements also cause competitive injury because Defendants' false  
14 claims that MK's and AECOM's accomplishments are their own impedes AECOM's  
15 right and ability to tout those accomplishments in its own presentations.

16 54. Defendants' actions have been and continue to be knowing and willful.

17 55. As a direct and proximate result of Defendants' conduct, AECOM has  
18 suffered irreparable harm and will continue to suffer such harm unless Defendants are  
19 enjoined from such further conduct.

20 COUNT III

21  
22 **(Cyberpiracy)**

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24 56. AECOM incorporates and realleges by reference each and every  
25 paragraph herein as if set forth in full in this count.

26 57. Defendants' actions as alleged herein violate 15 U.S.C. § 1125(d).  
27 Defendants registered the domain name [www.morrison-knudsen.com](http://www.morrison-knudsen.com) at a time when  
28 the MK Marks were distinctive, and indeed were registered with the USPTO. The



1 domain name www.morrison-knudsen.com is not just confusingly similar but nearly  
2 identical to that MK Mark. Defendants' use of the domain name www.morrison-  
3 knudsen.com is likely to confuse or deceive consumers into believing that there is an  
4 association or affiliation between Defendants and their website on the one hand, and  
5 MK (now AECOM) on the other hand, where there is none. In registering and using  
6 the domain name www.morrison-knudsen.com, Defendants had, and continue to have,  
7 a bad faith intent to profit from the MORRISON KNUDSEN mark and its goodwill,  
8 which belongs to AECOM.

9 58. Defendants' actions have been and continue to be knowing and willful.

10 59. As a direct and proximate result of Defendants' conduct, AECOM has  
11 suffered irreparable harm and will continue to suffer such harm unless Defendants are  
12 enjoined from such further conduct.

13 COUNT IV

14 **(CA Common Law Unfair Competition)**

15 60. AECOM incorporates and realleges by reference each and every  
16 paragraph herein as if set forth in full in this count.

17 61. Defendants' actions as alleged herein violate California Common Law.  
18 AECOM has common law trademark rights through the strategic use of the MK  
19 Marks, which retain residual goodwill, in promotional materials.

20 62. Defendants falsely claim MK's storied history of over 100 years as their  
21 own and use the Morrison Knudsen name and MK Marks in connection with their  
22 offering construction equipment and related services, despite having no affiliation or  
23 association with MK.

24 63. Defendants' conduct is likely to cause consumer confusion as to whether  
25 Defendants' offerings originate from MK (now AECOM), or are associated, affiliated,  
26 connected with, or approved or sponsored by AECOM. Moreover, Defendants'  
27  
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1 references to MK and use of the MK Marks deprives AECOM of the goodwill from  
2 MK and the MK Marks that it rightfully owns.

3 64. Defendants' actions have been and continue to be knowing and willful.

4 65. As a direct and proximate result of Defendants' conduct, Plaintiff has  
5 suffered irreparable harm and will continue to suffer such harm unless Defendants are  
6 enjoined from such further conduct.

7  
8 COUNT V

9 **(CA Statutory Unfair Competition)**

10 66. AECOM incorporates and realleges by reference each and every  
11 paragraph herein as if set forth in full in this count.

12 67. As described herein, Defendants have engaged in fraudulent, unfair and  
13 unlawful conduct in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*, including  
14 through the fraudulent statements to the Nevada Secretary of State, to the USPTO, on  
15 the Fraudulent Website and in the press, claiming that Defendants are MK and the  
16 products and services they offer come from MK.

17 68. Defendants' actions have been and continue to be knowing and willful.

18 69. As a direct and proximate result of Defendants' conduct, AECOM has  
19 suffered injury and irreparable harm and will continue to suffer such injury and  
20 irreparable harm unless Defendants are enjoined from such further conduct.

21  
22 COUNT VI

23 **(CA Statutory False Advertising)**

24 70. AECOM incorporates and realleges by reference each and every  
25 paragraph herein as if set forth in full in this count.

26 71. Defendants' actions as alleged herein violate Cal. Bus. & Prof. Code  
27  
28



1 § 17500. On the Fraudulent Website, Defendants falsely claim that MK and AECOM  
2 projects are Defendants' projects, and that Defendants were involved with and,  
3 indeed, are the principals behind those projects. In addition, Defendants falsely state  
4 that the products and services they provide come from MK and that they can "back  
5 your project with [MK's] engineering capabilities, construction resources, . . .  
6 equipment lend/lease and financing." Defendants also falsely claim, in press releases,  
7 that MK is bidding and winning contracts. These press statements falsely advertise to  
8 the public that MK is responsible for projects with which MK is not actually involved.  
9 Defendants' statements about the nature and quality of the products and services they  
10 offer, as set forth herein, are false and likely to deceive, indeed defraud, actual and  
11 potential customers and business partners. Defendants' statements injure AECOM  
12 commercially, by diminishing the value of their strategic investments. Defendants'  
13 statements also cause competitive injury because Defendants' false claims that MK's  
14 and AECOM's accomplishments are their own impedes AECOM's right and ability to  
15 tout those accomplishments in its own presentations.

16 72. Defendants' actions have been and continue to be knowing and willful.

17 73. As a direct and proximate result of Defendants' conduct, AECOM has  
18 suffered irreparable harm and will continue to suffer such harm unless Defendants are  
19 enjoined from such further conduct.

20  
21 COUNT VII

22 **(Petition for Cancellation of Trademark Registration)**

23  
24 74. AECOM incorporates and realleges by reference each and every  
25 paragraph herein as if set forth in full in this count.

26 75. Defendants' actions as alleged herein violate 15 U.S.C. § 1064. AECOM  
27 is being irreparably harmed and damaged by Defendants' registration of the  
28 MORRISON KNUDSEN mark, Registration No. 5077287, on the principal register.



1           4.     Ordering that the domain name www.morrison-knudsen.com be  
2 transferred to the control of AECOM;

3           5.     Ordering that control of the corporate records for Defendants Morrison-  
4 Knudsen Services, Inc. and Morrison Knudsen Corporation be transferred to  
5 AECOM;

6           6.     Ordering that Defendant Morrison Knudsen Company, Inc. be dissolved;

7           7.     Ordering that Defendant Morrison Knudsen International's corporate  
8 name be returned to E Planet Communications, Inc. or such other name that does not  
9 consist of or incorporate "Morrison Knudsen," MK, or any name confusingly similar  
10 to "Morrison Knudsen";

11          8.     Ordering that Defendants take all available steps to retract and correct  
12 statements made in other media or to actual or potential customers and business  
13 partners concerning their relationship with MK or MK's accomplishments;

14          9.     Awarding AECOM its reasonable attorneys' fees and costs pursuant to  
15 15 U.S.C. § 1117 or as allowed by any other statute or legal doctrine, including  
16 California Code of Civil Procedure § 1021.5;

17          10.    Awarding AECOM such other and further relief or remedy that the Court  
18 may deem just and proper.

19  
20 DATED: July 21, 2017

Respectfully submitted,

KIRKLAND & ELLIS LLP

21  
22  
23 By: 

Diana M. Torres

24  
25 *Attorney for Plaintiff*  
26 AECOM ENERGY &  
27 CONSTRUCTION, INC.  
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