

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. \_\_\_\_\_

R.W. BECK, INC., a Washington corporation,

Plaintiff,

vs.

E3 CONSULTING, LLC, a Colorado limited liability corporation,

Defendant.

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**COMPLAINT AND JURY DEMAND**

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Plaintiff R.W. Beck, Inc., (“R.W. Beck”) brings this action for declaratory relief, injunctive relief, and damages. R.W. Beck states its Complaint as follows:

**PARTIES**

1. Plaintiff R.W. Beck, Inc., is a Washington corporation with headquarters at 1001 Fourth Ave., Suite 2500, Seattle, WA 98154-1004. R.W. Beck has a corporate office in Colorado at 1801 California St., Suite 2800, Denver, CO 80202.

2. R.W. Beck provides management and engineering consulting services for a variety of industries, including utilities, financial institutions, and government. R.W. Beck specializes in the planning, organization, financial analysis, design, operation and other matters related to electric, gas, water, wastewater, stormwater, and solid waste facilities.

3. Defendant E3 Consulting, LLC, (“E3 Consulting”) is a Colorado limited liability corporation, with headquarters at 3333 S. Bannock St., Suite 500, Englewood, CO 80110. E3

Consulting provides consulting services for a number of industries, including energy, industrial process facilities, and infrastructure projects.

### **JURISDICTION AND VENUE**

4. The Court has jurisdiction over the subject matter and the parties under the copyright laws of the United States, 17 U.S.C. § 101 et seq., as well as jurisdictional provisions of 28 U.S.C. § 1331 and 1338. Pursuant to 28 U.S.C. § 1367, the Court has supplemental jurisdiction over the associated state claims.

5. This Court also has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000, and the parties are residents of different states.

6. Declaratory and injunctive relief are authorized by 28 U.S.C. §§ 2201, 2202 and Rule 57 of the Federal Rules of Civil Procedure.

7. The Court has personal jurisdiction pursuant to Colorado's long-arm statute, C.R.S. § 13-1-124, because the corporate defendant is headquartered in Colorado.

8. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events occurred in Colorado.

### **GENERAL ALLEGATIONS**

8. R.W. Beck is an engineering and management consulting firm which has been a leading provider of Independent Engineers Reports and similar technical reports ("Reports") prepared to support the financing of electrical power infrastructure facilities for more than 40 years. Over that time, R.W. Beck has developed analytical methodologies, methods, and language for developing and communicating its findings, conclusions and recommendations in

its Reports. Those methodologies, methods, and language are original, proprietary, and unique to R.W. Beck.

9. R.W. Beck has provided Reports to support the financing of more than 500 infrastructure projects over the last 40 years, with an estimated aggregate construction value in excess of \$100 Billion. The financial community values the approach and methodologies employed by R.W. Beck, which are incorporated into R.W. Beck's Reports.

9. When engaged by a client to perform consulting services, one of the tasks that R.W. Beck performs is to create a Report for that client. The purpose of this Report is to describe to the client R.W. Beck's findings, conclusions, and recommendations. The Reports are often the primary work products arising from R.W. Beck's consulting services. R.W. Beck has developed a distinctive style and original language that distinguishes its Reports. The Reports are the original works of R.W. Beck and constitute copyrightable subject matter pursuant to the U.S. Copyright Law.

10. In the normal course of its business R.W. Beck has registered many of its reports with the U.S. Copyright Office, many of which contain the language copied by Defendant. R.W. Beck has received many copyright registration certificates for those reports. For example, R.W. Beck received certificate numbers TX 5-093-728 effective November 3, 1999, and TX 4-254-058 effective April 1, 1996, which are attached hereto as Exhibits 1 and 2, and incorporated herein by reference.

11. R.W. Beck is the sole owner of the copyrights of its reports.

12. R.W. Beck has complied with all statutory requirements in securing federal statutory copyrights for its reports.

13. While working at R.W. Beck, several employees had access to many of R.W. Beck's copyrighted Reports. Those employees knew that it was R.W. Beck's general practice to place copyright notices on its Reports and to register those copyrighted Reports with the U.S. Copyright Office. Some of those employees left R.W. Beck and began working at E3 Consulting.

14. It has come to R.W. Beck's attention that substantial portions of E3 Consulting's reports are identical or substantially similar to R.W. Beck's copyrighted Reports. An excerpt from one of R.W. Beck's copyrighted Reports (from the report copyrighted under certificate TX 5-093-728) and an excerpt from one of E3 Consulting's infringing reports are attached hereto as Exhibits 3 and 4.

15. On information and belief, the employees who left R.W. Beck and went to work at E3 Consulting took R.W. Beck's copyrighted Reports with them, and made unauthorized copies of some or all of R.W. Beck's Reports. Significant portions of E3 Consulting's reports are copies of significant portions of R.W. Beck's original works.

16. R.W. Beck has informed E3 Consulting that E3 Consulting has infringed R.W. Beck's copyrights. R.W. Beck has demanded that E3 Consulting cease and desist its infringing and unlawful acts. E3 Consulting has not acceded to R.W. Beck's demands.

**CLAIM I - Willful Copyright Infringement**  
(17 U.S.C. § 101, et seq.)

17. The foregoing allegations are incorporated as if fully set forth herein.

18. R.W. Beck complied with the copyright laws of the United States and secured the exclusive rights and privileges in and to many of its consulting Reports.

19. R.W. Beck is the sole proprietor of all rights, title, and interest in and to the copyrights in its consulting Reports.

20. R.W. Beck has registered its copyrights with the U.S. Copyright Office.

21. E3 Consulting has used and, on information and belief, continues to use and distribute, without R.W. Beck's permission, reports that E3 substantially copied from R.W. Beck's consulting Reports.

22. E3 Consulting has infringed and, on information and belief, continues to infringe R.W. Beck's copyrights.

23. E3 Consulting's infringement of R.W. Beck's copyrights has been and continues to be willful and intentional.

24. E3 Consulting's acts of infringement have caused and continue to cause damage and irreparable harm to R.W. Beck, in amounts to be determined at trial.

**CLAIM II - Unfair Competition**

25. The foregoing allegations are incorporated as if fully set forth herein.

26. E3 Consulting's actions constitute unfair competition in violation of the common law of Colorado.

27. E3 Consulting's acts of unfair competition have been and continue to be willful and deliberate.

28. E3 Consulting's acts of unfair competition have caused and continue to cause damage and irreparable harm to R.W. Beck, in amounts to be determined at trial.

**CLAIM III - Deceptive Trade Practices**

(Colo.Rev.Stat. § 6-1-101, et seq.)

29. The foregoing allegations are incorporated as if fully set forth herein.

30. In the course of its business, E3 Consulting knowingly passed off text from R.W. Beck's proprietary and copyrighted Reports as E3 Consulting's own text.

31. In the course of its business, E3 Consulting knowingly made false representations about the source of its reports.

32. E3 Consulting's acts constitute violations of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-105.

33. E3 Consulting's acts of deceptive trade practices have had and will continue to have a significant negative impact on the public, including but not limited to the deception of the actual and prospective consumers of R.W. Beck's consulting services.

34. The challenged practice significantly impacts the public as actual or potential consumers of the defendant's goods, services, or property.

35. E3 Consulting's acts of deceptive trade practices have caused and continue to cause damage and irreparable harm to R.W. Beck, in amounts to be determined at trial.

#### **CLAIM IV - Unjust Enrichment**

36. The foregoing allegations are incorporated as if fully set forth herein.

37. E3 Consulting has benefited from its unauthorized use of R.W. Beck's copyrighted works.

38. The benefit to E3 Consulting came at the expense of R.W. Beck, and as a result of R.W. Beck's consulting work for its own clients.

39. The circumstances under which E3 Consulting derived a benefit from R.W. Beck's copyright make it unfair for E3 Consulting to retain the benefit without compensation to R.W. Beck.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that this Court:

a. Enter a judgment for compensatory and consequential damages in favor of R.W. Beck and against E3 Consulting in an amount sufficient to compensate R.W. Beck for its losses;

b. Enter a Judgment, at the election of R.W. Beck (as authorized by 17 § U.S.C. 504) that E3 Consulting be required to pay damages to R.W. Beck of either:

(1) such actual damage as R.W. Beck has sustained as a consequence of E3 Consulting's infringement of R.W. Beck's copyright right, together with any profits of E3 Consulting's that are attributable to said infringement and are not taken into account in computing said actual damages, pursuant to 17 U.S.C. § 504(b) ; or

(2) statutory damages for E3 Consulting's willful infringement of R.W. Beck's copyrights, as authorized by 17 U.S.C. § 504(c)(2);

c. Order that E3 Consulting be required to pay the full costs of this action, including reasonable attorney fees, as authorized by 17 U.S.C. § 505;

d. Order an accounting by E3 Consulting and payment to R.W. Beck of any and all profits arising from the infringement of R.W. Beck's copyright and other wrongful acts described in this complaint;

e. Enter temporary and permanent injunctions to prevent further copyright violations by E3 Consulting;

f. Order the impoundment and destruction of all unauthorized copies of R.W. Beck's copyrighted material, including copies that E3 Consulting has distributed to its customers;

g. Adjudge, decree and declare the rights and other legal relations of the parties to the subject matter here in controversy, in order that such declaration shall have the force and effect of a final judgment;

h. Award treble damages, as provided by law;

i. Award prejudgment and postjudgment interest, as provided by law;

j. Award R.W. Beck attorney's fees and costs as the Court deems just and appropriate; and

k. Award R.W. Beck such other and further relief as the Court deems just and appropriate.

**JURY DEMAND**

Plaintiff requests a jury trial on all issues so triable.

Dated: June 29, 2007.

FAEGRE & BENSON LLP

s/ Natalie Hanlon-Leh \_\_\_\_\_  
Natalie Hanlon-Leh  
Mary V. Sooter  
FAEGRE & BENSON LLP  
3200 Wells Fargo Center  
1900 Lincoln St.  
Denver, CO 80203  
303-607-3500  
NHanlon-Leh@faegre.com  
msooter@faegre.com  
ATTORNEYS FOR PLAINTIFF

**R.W. BECK, INC. v. E3 CONSULTING, LLC**

**EXHIBIT 1**

**Copyright Certificate TX 5-093-728**

# CERTIFICATE OF REGISTRATION

**FORM TX**  
For a Non-dramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

TX 5-093-728

EFFECTIVE DATE OF REGISTRATION  
**NOV - 3 1999**  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

**TITLE OF THIS WORK** ▼ Appendix B; Independent Engineer's Report  
Orange Cogeneration Limited Partnership Project

**PREVIOUS OR ALTERNATIVE TITLES** ▼

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼  
Confidential Offering Circular; \$110,000,000 Orange Cogen Funding Corp.

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Page ▼

**2**

**a** **NAME OF AUTHOR** ▼ R. W. Beck, Inc. **DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country  
OR { Citizen of \_\_\_\_\_  
Domiciled in: U.S.A.

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**NOTE**  
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

**b** **NAME OF AUTHOR** ▼ **DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country  
OR { Citizen of \_\_\_\_\_  
Domiciled in: \_\_\_\_\_

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**c** **NAME OF AUTHOR** ▼ **DATES OF BIRTH AND DEATH**  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

**AUTHOR'S NATIONALITY OR DOMICILE**  
Name of Country  
OR { Citizen of \_\_\_\_\_  
Domiciled in: \_\_\_\_\_

**WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK**  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

**NATURE OF AUTHORSHIP** Briefly describe nature of material created by this author in which copyright is claimed. ▼

**3**

**a** **YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED** 1997 **b** **DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK**  
Month ▶ March Day ▶ 21 Year ▶ 1997  
U.S.A. ◀ Nation

**4**

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2. ▼  
R. W. Beck, Inc.  
1001 Fourth Avenue, Suite 2500  
Seattle WA 98154-1004

**TRANSFER** If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
NOV 03 1999  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED  
NOV 03 1999  
FUNDS RECEIVED

See instructions before completing this space.

214

**MORE ON BACK** ▶ • Complete all applicable spaces (numbers 5-8) on the reverse side of this page.  
• See detailed instructions. • Sign the form at line 8.

**DO NOT WRITE HERE**  
Page 1 of \_\_\_\_\_ pages

**EXHIBIT**  
1

EXAMINED BY QW FORM TX  
 CHECKED BY \_\_\_\_\_  
 CORRESPONDENCE  
 Yes  
 FOR COPYRIGHT OFFICE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes  No. If your answer is "Yes," why is another registration being sought? (Check appropriate box.)
- a.  This is the first published edition of a work previously registered in unpublished form.
  - b.  This is the first application submitted by this author as copyright claimant.
  - c.  This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "Yes," give: Previous Registration Number ▶ Year of Registration ▶

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

a 6

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

See instructions before completing this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Lin Ross  
 R. W. Beck, Inc.  
 1001 Fourth Avenue, Suite 2500  
 Seattle WA 98154-1004  
 Area code and daytime telephone number ▶ 206-695-4700 Fax number ▶ ▶ 206-695-4760  
 Email ▶ lross@rwbeck.com

b

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of R. W. Beck, Inc.

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s)

8

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Lin Ross

Date ▶ 9-20-99

Handwritten signature (X) ▶

*Lin Ross*

Certificate will be mailed in window envelope to this address:

Name ▶ Lin Ross  
 R. W. Beck, Inc.  
 Number/Street/Apt ▶ 1001 Fourth Avenue, Suite 2500  
 City/State/ZIP ▶ Seattle WA 98154-1004

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:  
 Library of Congress  
 Copyright Office  
 101 Independence Avenue, S.E.  
 Washington, D.C. 20540-6000

9

**R.W. BECK, INC. v. E3 CONSULTING, LLC**

**EXHIBIT 2**

**Copyright Certificate TX 4-254-058**

CERTIFICATE OF REGISTRATION

FORM TX



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters  
REGISTER OF COPYRIGHTS  
United States of America

TX 4-254-058  
EFFECTIVE DATE OF REGISTRATION  
4 / 1996

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK  
Independent Engineer's Report, Sacramento Power Authority Cogeneration Project; Appendix B

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work  
\$152,800,000 Sacramento Power Authority, Cogeneration Project Revenue Bonds, 1995 Series  
If published in a periodical or serial give: Volume Number Issue Date On Pages

2

a NAME OF AUTHOR R. W. Beck, Inc employer for hire of Paul Plath  
DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"?  Yes  No  
AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in U.S.A.  
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous?

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. Entire Text of Appendix B

NOTE Under the law, the "author" of a "work made for hire" is generally the employer, not

b NAME OF AUTHOR  
DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"?  Yes  No  
AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in  
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous?

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

c NAME OF AUTHOR  
DATES OF BIRTH AND DEATH Year Born Year Died

Was this contribution to the work a "work made for hire"?  Yes  No  
AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in  
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? Pseudonymous?

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1995  
b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Month: December Day: 14 Year: 1995 NATION: USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.  
R. W. Beck, Inc.  
2101 Fourth Avenue, Suite 600  
Seattle, WA 98121

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED APR 01 1996  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED APR 01 1996  
FUNDS RECEIVED

EXHIBIT  
2

MORE ON BACK - Complete all applicable spaces (numbers 5-11) on the reverse side of this page. - See detailed instructions. - Sign the form at the 10.

DO NOT WRITE HERE

EXAMINED BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 CORRESPONDENCE  
 Yes

FORM TX  
 FOR COPYRIGHT OF ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?  
 Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) **5**

a.  This is the first published edition of a work previously registered in unpublished form.  
 b.  This is the first application submitted by this author as copyright claimant.  
 c.  This is a changed version of the work, as shown by space 6 on this application.  
 If your answer is "Yes," give Previous Registration Number  Year of Registration

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation. **6**

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates.

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.  See instructions before completing this space.

—space deleted— **7**

**REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS** A signature on this form at space 10 and a check in one of the boxes here in space 8 constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both. **8**

a.  Copies and Phonorecords      b.  Copies Only      c.  Phonorecords Only      See instructions

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **9**

Name  Account Number

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/ZIP  **10**

Linda A. Wandell  
 R. W. Beck, Inc.  
 2101 Fourth Avenue, Suite 600  
 Seattle, WA 98121      Area Code and Telephone Number  (206) 441-7500

Be sure to give your daytime phone number

**CERTIFICATION** I, the undersigned, hereby certify that I am the  author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of R. W. Beck, Inc. **10**

Check only one  Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date  If this application gives a date of publication in space 3, do not sign and submit it before that date.  
 Linda A. Wandell      date  3/22/96

Handwritten signature  *Linda A. Wandell*

**MAIL CERTIFICATE TO**

Name  Linda Wandell  
 R. W. Beck, Inc.  
 Number/Street/Apartment Number  2101 Fourth Avenue, Suite 600  
 City/State/ZIP  Seattle, WA 98121

**YOU MUST:**  
 • Complete all necessary spaces  
 • Sign your application in space 10  
 SEND ALL ELEMENTS IN THE SAME PACKAGE

1. Application form  
 2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights  
 3. Deposit material

**MAIL TO:**  
 Register of Copyrights  
 Library of Congress  
 Washington, D.C. 20559-6000

The Copyright fee is based on the actual fee schedule. Please contact Copyright Office July 1995 to determine the actual fee schedule.

**11**

**R.W. BECK, INC. v. E3 CONSULTING, LLC**

**EXHIBIT 3**

**Excerpt from R.W. Beck Engineering Report**

**Summary Comparison of Projected Operating Results**

The estimated Debt Service Coverage Ratios for selected years of operation of the Project for the Base Case and each sensitivity case are presented in Table 6. The Base Case and each of the sensitivity cases are presented in Exhibits B-1 through B-8.

**Table 6**

**Projected Debt Service Coverage Ratios**

<u>Year Ending December 31</u>	<u>Base Case</u>	<u>No Steam Sales Revenue</u>	<u>10 Percent Higher O&amp;M Costs</u>	<u>5 Percent Higher Heat Rate</u>	<u>85 Percent Annual Availability</u>	<u>6 Percent Annual Inflation Rate</u>	<u>Flat Firm and As-Available Energy Prices</u>	<u>Flat Firm and 25% Lower As-Available Prices</u>
1997 .....	1.45	1.42	1.41	1.40	1.41	1.45	1.45	1.34
2000 .....	1.68	1.66	1.64	1.62	1.64	1.63	1.56	1.54
2005 .....	2.18	2.15	2.14	2.11	2.14	2.01	1.97	2.00
2010 .....	3.09	3.06	3.04	3.01	3.05	2.72	2.60	2.75
2015 .....	3.52	3.48	3.46	3.43	3.46	2.92	2.85	3.11
2020 .....	2.31	2.29	2.27	2.25	2.26	1.72	1.54	1.92
Minimum .....	1.45	1.42	1.41	1.40	1.41	1.45	1.45	1.34
Average .....	2.44	2.41	2.39	2.37	2.39	2.07	1.97	2.14

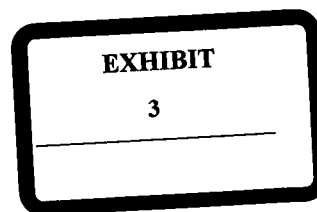
(1) Pursuant to the Indenture, the Debt Service Coverage Ratio is defined to include debt service payments as paid to the holders of the Bonds on the due dates. If calculated based upon debt service payments to the Trustee, the minimum Debt Service Coverage Ratios would be lower.

**PRINCIPAL CONSIDERATIONS AND ASSUMPTIONS  
USED IN THE PROJECTION OF OPERATING RESULTS**

In the preparation of this Report and the opinions that follow, we have made certain assumptions with respect to conditions which may exist or events which may occur in the future. While we believe these assumptions to be reasonable for the purpose of this Report, they are dependent upon future events, and actual conditions may differ from those assumed. In addition, we have used and relied upon certain information provided to us by sources which we believe to be reliable. However, some assumptions may vary significantly due to unanticipated events and circumstances. To the extent that actual future conditions differ from those assumed herein or provided to us by others, the actual results will vary from those forecast. This Report summarizes our work up to the date of the Report. Thus, changed conditions occurring or becoming known after such date could affect the material presented to the extent of such changes.

The principal considerations and assumptions made by us in developing the Base Case Projected Operating Results and the principal information provided to us by others include the following:

1. As Independent Engineer, we have made no determination as to the validity and enforceability of any contract, agreement, rule, or regulation applicable to the Project and its operations. However, for purposes of this Report, we have assumed that all such contracts, agreements, rules, and regulations will be fully enforceable in accordance with their terms and that all parties will comply with the provisions of their respective agreements.
2. The Operator will operate the Project as currently proposed in the O&M Agreement, with the exception of those items represented to us and stated in this Report.
3. The Operator or its successor will maintain the Project in accordance with good engineering practice, make all required renewals and replacements in a timely manner, and will not operate the equipment to cause it to exceed the equipment manufacturers' recommended maximum ratings.



4. The Operator or its successor will employ qualified and competent personnel who will properly operate and maintain the equipment in accordance with the manufacturers' recommendations and generally accepted engineering practice and will generally operate the Project in a sound and businesslike manner.
5. Inspections, overhauls, repairs, and modifications are planned for and conducted in accordance with manufacturers' recommendations, and with special regard for the need to monitor certain operating parameters to identify early signs of potential problems (such as GTG failures of a nature experienced by other commercial units).
6. A program for spare engine availability for the LM6000 gas turbine-generator will continue to be maintained through means such as a lease engine program, hot-section exchange program, or purchase of spare assets.
7. The proposed restructuring of the electric utility industry will not significantly impact the projected electricity revenues of the Project.
8. All licenses, permits and approvals, and permit modifications necessary to operate the Project have been, or will be, obtained on a timely basis and any changes in required licenses, or permits and approvals will not required reduced operation of, or increased costs to, the Project.
9. The PPI, GDP-IPD, CPI and general inflation rate used variously to escalate electricity payments, steam payments and operating expenses are assumed to increase at an average annual rate of 3.0 percent.
10. The Project will generate an average net capacity of 103,000 kW. Any available net capacity, beyond the total Committed Capacity of 74,000 kW to FPC plus 23,000 kW to TECO, will be sold to FPC at FPC's As-Available Energy Cost.
11. Steam will be exported from the Project to OCF at an average rate of 42,000 lb/hr and a total of 200,000,000 lb/year. Steam pricing will escalate in accordance with the Thermal Sales Agreement.
12. Natural gas heat input to the Project, which includes an allowance for GTG degradation and daily startup is based on an average heat rate of 8,062 Btu/kWh (HHV) plus annual auxiliary boiler fuel consumption of 94,000 MMBtu.
13. FPC Firm Energy, FPC As-Available Energy Cost, TECO Avoided Energy Rates, FPC and TECO coal costs and natural gas costs will be as projected by C.C. Pace.
14. The non-fuel O&M expenses (including property taxes, insurance and wheeling fees) will be as estimated by OCLP and the Operator, and will increase thereafter with the general rate of inflation with the exception of property taxes which remain constant.
15. The Project will not install Dual Fuel Capability or Back-up Fuel Storage as contemplated in the FPC PPA.
16. The initial deposit to the Debt Service Reserve Fund will be funded from the proceeds of the Bonds in the amount of \$4,496,250 and will earn interest at a rate of 4.50 percent per year, as estimated by Credit Suisse First Boston.
17. The average annual interest rate on the Bonds will be approximately 8.175 percent, as reported by Credit Suisse First Boston. The actual amortization schedule of the Bonds will be as reported by Credit Suisse First Boston.

## CONCLUSIONS

Set forth below are the principal opinions we have reached after our review of the Project. For a complete understanding of the estimates, assumptions, and calculations upon which these opinions are based, the Report should be read in its entirety. On the basis of our reviews, analyses, and investigations of the Project and the assumptions set forth in this Report, we are of the opinion that:

1. The Operator and GE have each demonstrated the capability to discharge their responsibilities under the O&M Agreement and Engine Maintenance Agreement, respectively.
2. The Project Site is suitable for the continued operation of the Project.
3. The Environmental Site Assessments performed by KBN were conducted in a manner consistent with industry standards, using comparable industry protocols for similar studies. The conclusions which KBN reached appear to be supported by the data and reports which we have reviewed. Furthermore, based on our limited investigation to update the Project Site conditions since the time of the KBN ESAs, the risk of contamination to the Project Site from on-site or off-site sources is low.
4. The Project incorporates conventional technology and was designed and constructed in accordance with good engineering practices and the generally accepted standards and practices of the industry. Furthermore, OCLP has adequately provided for all major off-site requirements of the Project, including natural gas supply, water supply, wastewater disposal and electrical interconnections.
5. If operated and maintained as currently proposed by OCLP and the Operator, the Project should be capable of satisfying its performance obligations under the FPC PPA, the TECO PPA, the Thermal Sales Agreement and meeting the current environmental requirements applicable to the Project over the term of the Bonds.
6. The LM6000 technology incorporated in the Project is a commercially proven cogeneration technology. Although there have been some specific component failures relative to the LM6000 and DLE technologies, the Project has implemented all of the key modifications and upgrades to the GTGs currently available and has further mitigated the risks of loss of availability or increased maintenance costs through the GE Engine Maintenance Agreement, Final Settlement Agreement and participation in the GE Lease Engine Program.
7. The Project should be capable of achieving an average availability factor (by standard industry definitions) of approximately 94 to 95 percent over the term of the Bonds. This level of availability equates to an annual average OPEAF, as defined in the FPC PPA (which includes energy generated in excess of the 74 MW Committed Capacity), of at least 100 percent and a OPCF, as defined in the TECO PPA, of at least 85 percent over the term of the Bonds.
8. The Project should have a useful life extending beyond the term of the Bonds.
9. All of the major permits and approvals required to operate the Project have been obtained and are currently valid. Furthermore, the Project has operated, and is capable of continuing to operate, in compliance with the QF operating and efficiency standards.
10. The Project is capable of continuing to deliver a net electrical capacity of 103 MW at an average annual net heat rate of 8,062 Btu/kWh (HHV) as used in the Base Case Projected Operating Results.
11. The Operator has in place and utilizes operating and maintenance programs and procedures which are consistent with the generally accepted practices of the industry. The Operator's organizational structure is comparable to other facilities using similar technologies with which we are familiar.
12. The basis for the estimated operating and maintenance costs, including deposits to the Maintenance Reserve Fund, is reasonable.
13. For the Base Case Projected Operating Results, revenues from the sale of electricity, sale of steam, gas resales and interest income are adequate to pay annual operating and maintenance expenses (including provisions for major overhauls), fuel expenses, and other operating expenses and provide a minimum Debt Service Coverage Ratio of at least 1.45 times the annual debt service requirement and an average Debt Service Coverage Ratio of 2.44 times the annual debt service over the term of the Bonds.

Respectfully submitted,

/s/ R.W. BECK, INC.

**R.W. BECK, INC. v. E3 CONSULTING, LLC**

**EXHIBIT 4**

**E3 Consulting Report**

## **PRINCIPAL CONSIDERATIONS AND ASSUMPTIONS USED IN THE PROJECTION OF OPERATING RESULTS**

In the preparation of this Report and the opinions that follow, we have made certain considerations and assumptions with respect to conditions that may exist or events that may occur in the future. While we believe these assumptions to be reasonable for the purpose of this Report, they are dependent upon future events, and actual conditions may differ from those assumed. In addition, we have used and relied upon certain information provided to us by sources which we believe to be reliable. We believe the use of such information and assumptions is reasonable for the purposes of this Report; however, actual conditions may vary due to unanticipated events and circumstances. To the extent that future conditions differ from those assumed herein or represented to us by others, the actual results will vary from those forecast. This Report summarizes the results of our work through the date of this Report, thus, changed conditions occurring or becoming known after such date could affect the material and projections presented.

The specific assumptions upon which the Base Case and Sensitivity Case Projected Operating Results are discussed in earlier sections of this Report. The principal considerations and assumptions that we made in developing the Base Case Projected Operating Results and the principal information provided to us by others include the following:

1. Our review was performed within our scope of services and in accordance with generally accepted engineering practices and includes such investigations, observations, and analysis as we in our professional capacity deemed necessary for this review.
2. As Independent Engineer, we have made no determination as to the validity and enforceability of any contract, agreement, rule or regulation applicable to the Project and its operations. However, for the purposes of this Report, we have assumed that all such contracts, agreements, rules and regulations will be fully enforceable in accordance with their terms. Moreover, it is assumed that all parties will comply with and fulfill the provisions of their respective contracts and agreements.
3. Cogentrix will continue to maintain the Richmond and Rocky Mount Projects in accordance with good engineering practices, make all required renewals and replacements in a timely manner, and will not operate the equipment in a manner which will violate Contractor or vendor warranties or materially reduce the expected useful life of the equipment.
4. Cogentrix will employ qualified and competent personnel who will be trained to properly operate and maintain the equipment in accordance with the manufacturers and designer's recommendations and generally accepted industry practices.
5. As Independent Engineer, we have made no determination as to the economic viability or the financial condition of any of the Project participants. We have not attempted to determine the financial ability of any particular participant to ensure performance or completion or pay liquidated damages.

**EXHIBIT**

4

6. Any presently unforeseen changes in required licenses, permits and approvals will not require major capital improvements or significantly increase the operating costs of the Facilities, other than those already assumed.
7. The amount of the New Senior Debt is assumed to be **\$268,500,000**. The amount of the Sub Debt is assumed to be **\$52,000,000**.
8. Interest rate assumptions.
9. SO<sub>x</sub> and NO<sub>x</sub> allowance cost assumptions as projected by Cogentrix.

## **CONCLUSIONS**

1. Based on our review of the qualifications of the Project Participants and their respective experience in the independent power and energy industries, we believe the participants are capable of operating and maintaining the Facilities over their useful lives.
2. The Richmond and Rocky Mount Project Sites do not lie within 100-year flood plains.
3. The systems and equipment installed for the balance of plant and auxiliary systems are typical technology for similar projects with which we are familiar.
4. The major equipment supplied for the plants, including the boilers, STGs, transformers, cooling towers and related auxiliaries are commercially proven and conventional technology for plants of this nature.
5. The Facilities were designed in accordance with industry standards and Prudent Utility Practice, and built with only new, commercially proven equipment. Based on the useful lives of similar facilities with which we are familiar and provided that the Facilities are properly operated and maintained, the Facilities should have a useful life exceeding 50 years.
6. The Net Output and Heat rate of the Projects have been demonstrated by historic operating data, and are typical for the type of generating technologies employed by the Projects.
7. Based on the operating history to date, we believe that the Facilities should be capable of meeting availability assumptions in the projected operating results.
8. The Facilities have obtained all key permits and approvals necessary for operation. The Facilities are capable of operating in compliance with the air emissions limits described in the air permits.
9. The O&M management, administrative procedures and maintenance program in place at the Facilities are within the range of similarly sized plants in the power industry.
10. We have reviewed the base case financial projections prepared by Windsor ("Projected Operating Results"), for consistency with payment and performance provisions of the PPAs, SPAs, CSA, FTAs, etc. and we reviewed estimates and projections of electric generating capacity, fuel consumption and capital and operating costs of the Facilities. For the Base Case Financial Projections,

revenues from the sale of electricity and steam, and payments for variable operating expenses are adequate to pay annual operation and maintenance costs, major overhaul expenses and other operating expenses and provide a minimum debt service coverage ratio of at least 1.55 times the annual Senior Debt service requirement and an average debt service coverage ratio of 1.57 times the annual Senior Debt service requirement over the term of the Bonds.

11. We have reviewed the average and annual minimum DSCR's for the Sub-Amortized Debt. We reviewed the same sensitivities as the Senior Debt, and the Subordinated DSCRs reflect the Project's resiliency in the sensitivity cases. In the Base Case, the average DSCR for Subordinated Debt is 1.36 and the minimum DSCR for Subordinated Debt is 1.32. The Minimum Amortization DSCR's are consistently above 1.2x except in the Combined Downside sensitivity case. In all these cases the Target Amortizations have been met implying that there should not be any balloon payments outstanding at the maturity of the sub notes.

JS 44 (Rev. 11/04)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p><b>I. (a) PLAINTIFFS</b>                  R.W. Beck, Inc., a Washington Corporation</p> <p><b>(b) County of Residence of First Listed Plaintiff</b> <u>King County, WA</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c) Attorney's (Firm Name, Address, and Telephone Number)</b>                  Natalie Hanlon-Leh, Faegre &amp; Benson, LLP                  1700 Lincoln Street, #3200                  Denver, CO 80203 303.607.3500</p>	<p><b>DEFENDANTS</b>                  E3 Consulting, LLC, a Colorado Limited Liability Corporation</p> <p>County of Residence of First Listed Defendant <u>Arapahoe County, CO</u>                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <p>(For Diversity Cases Only)</p> <table style="width:100%;"> <tr> <td style="width:33%;"><b>PTF</b></td> <td style="width:33%;"><b>DEF</b></td> <td style="width:33%;"><b>PTF</b></td> <td style="width:33%;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	<b>PTF</b>	<b>DEF</b>	<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>LABOR</b>	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Real Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p><b>PROPERTY RIGHTS</b></p> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 861 HIA (1395 ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW/CDIW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RS1 (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
	<b>PRISONER PETITIONS</b>		<b>OTHER STATUTES</b>
	<input type="checkbox"/> 510 Motions to Vacate Sentence <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district (specify)     6 Multidistrict Litigation     7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
17 U.S.C. § 101 et seq.

Brief description of cause:  
Copyright infringement of engineering reports

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23    **DEMAND \$** \_\_\_\_\_    **JURY DEMAND:**  Yes  No

DATE: 6-29-07    SIGNATURE OF ATTORNEY OF RECORD: Natalie Hanlon-Leh

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**07 - CV - 01379**

Court Name: U.S. District Court, Colorado

Division: 1

Receipt Number: COX002378

Cashier ID: sg

Transaction Date: 06/29/2007

Payer Name: KRISTIN R B WHITE

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CIVIL FILING FEE

For: KRISTIN R B WHITE

Amount: \$350.00  
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CREDIT CARD

Amt Tendered: \$350.00  
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Total Due: \$350.00

Total Tendered: \$350.00

Change Amt: \$0.00

07-CV-01379

A fee of \$45.00 will be assessed on  
any returned check.