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*Attorneys for Plaintiff Intterra, LLC*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

INTTERRA, LLC,

Plaintiff,

v.

THE ANALYTICAL MOOSE LLC and  
RACHAEL BRADY,

Defendants.

Case No. 2:26-at-00414

**COMPLAINT FOR  
DECLARATORY JUDGMENT**

**JURY TRIAL DEMANDED**

1 Plaintiff Intterra, LLC (“Intterra” or “Plaintiff”), by and through its attorneys, Holland &  
2 Knight LLP, files this Complaint against Defendants The Analytical Moose LLC (“The Analytical  
3 Moose”) and Rachael Brady (“Ms. Brady”) (The Analytical Moose LLC and Ms. Brady,  
4 collectively, “Defendants”), alleging as follows:

5 **NATURE OF THE ACTION**

6 1. This is an action under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and the  
7 Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. Intterra seeks a declaratory judgment of  
8 non-infringement as to the mark WILDFIRE AWARE (“Defendants’ Mark”) for downloadable  
9 software in the nature of a mobile application for providing public information on wildfires.  
10 Defendants’ Mark is the subject of U.S. Trademark Registration No. 7403027, owned by The  
11 Analytical Moose.

12 2. In particular, Intterra seeks a declaration that its use of the marks AWARE,  
13 AWARECA, AWARE INTEL HUB, and AWARE OPS (the “AWARE Marks”), in connection  
14 with downloadable computer application software for processing, synthesizing and providing  
15 public safety information do not infringe upon Defendants’ Mark.

16 **PARTIES**

17 3. Plaintiff Intterra is a Nevada limited liability company with a principal place of  
18 business at 1606 Headway Circle, Suite 9644, Austin, Texas 78754.

19 4. Defendant The Analytical Moose is a California limited liability company with a  
20 principal place of business at 6633 Mountain Side Drive, Igo, California 96047.

21 5. Upon information and belief, Defendant Rachael Brady is an individual California  
22 resident at the address 6633 Mountain Side Drive, Igo, California 96047, and the sole member and  
23 owner of The Analytical Moose.

24 **JURISDICTION AND VENUE**

25 6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C §§  
26 1331 and 1338(a), the Declaratory Judgment Act, 28, U.S.C. §§ 2201-2202, and the Lanham Act,  
27 15 U.S.C. § 1501 *et seq.* An actual and justiciable controversy exists between Intterra and  
28

1 Defendants as to the alleged claims that Intterra’s use of the AWARE Marks infringes Defendants’  
2 Mark.

3 7. This Court has personal jurisdiction over the Defendants, and venue is also proper  
4 in this Court under 28 U.S.C. § 1391(b)(1)-(2). Pursuant to L.R. 120(d), this case should be  
5 assigned to the Sacramento Division of this Court because the action arises in Shasta County. The  
6 Analytical Moose is organized under the laws of California and has a principal place of business  
7 in Igo, California. Ms. Brady is domiciled and resides in California. Moreover, Defendants  
8 expressed intent to file suit in this Court based on the same set of facts and circumstances that led  
9 to the filing of this Complaint. Namely, based on Intterra’s use of AWARECA and other AWARE  
10 Marks, Defendants threatened to file suit in this Court against Intterra for infringement of  
11 Defendants’ Mark, and Intterra now files this Complaint seeking a declaratory judgment of  
12 noninfringement of Defendants’ Mark.

13 **DIVISIONAL ASSIGNMENT**

14 8. Intterra requests that the Clerk assign this case pursuant to the Court’s Assignment  
15 Plan (General Order No. 44).

16 **FACTUAL ALLEGATIONS**

17 **A. Intterra and Its Software.**

18 9. In 2010, in a landscape of tech companies centered on “disruption,” Intterra was  
19 founded to create a platform that connects and serves communities. Since its formation, Intterra  
20 has become a leader in the field of software created to support public service agencies on the front  
21 lines of response to public safety threats. To fulfill its initial mission of supporting fire service  
22 agencies, Intterra originally created its software platform to aggregate and synthesize data from  
23 various disciplines of public service agencies, and present curated information in a way that would  
24 enable firefighters to make immediate, effective decisions. Over time, Intterra has expanded the  
25 nature and functions of its software solutions — from wildfire mapping and resource tracking, to  
26 evacuation modeling, EMS support, and community risk assessments — but its core mission to  
27 support first responders has never changed.

28

1 10. As such, Intterra markets and sells its software exclusively to governmental public  
2 safety agencies, including fire, EMS, and law enforcement agencies, at municipal, regional, state,  
3 and federal levels. Intterra’s software products include the First Responder App, a common  
4 operating platform for agency command centers (available on mobile and desktop devices), the  
5 Community App for sharing real-time information with the public, and a backend Admin Portal  
6 that ensures the continuing operation of its user-facing applications. Though certain components  
7 of Intterra’s software products may ultimately reach the general consuming public, Intterra’s  
8 governmental agency customers bear the costs associated with providing such software to their  
9 constituents.<sup>1</sup>

10 11. Intterra’s First Responder App and Community App collectively offer a wide  
11 variety of features that enable the chief officers and command points of public safety agencies to  
12 respond quickly and effectively to incidents. Key functions of Intterra’s software include tools to  
13 manage geographic information system (GIS) tools, data feeds, and incident response components  
14 of Incident Command System frameworks, to develop plans to prepare for potential responses, to  
15 track, manage, and visualize airborne intelligence, and to securely share information with the  
16 public about incidents and events occurring in their jurisdiction. Today, command centers of fire  
17 service, law enforcement, search and rescue, and other public service agencies across the country  
18 use Intterra’s software to maintain a centralized real-time view of public safety incidents.

19 12. In mid-to-late 2024, Intterra sought to develop another channel through which its  
20 governmental agency customers could securely share real-time information with the public: a  
21 mobile application. Created for both iOS and Android platforms, Intterra now sells a mobile  
22 application to public safety agencies as a component of its Community App solution. While the  
23 mobile application is intended for use by the general public, the key function of the mobile  
24 application necessarily depends on integration with the agencies’ data sources. Intterra does not,  
25 and has no intent to, provide the mobile application to any private consumers independently (that  
26 is, without the data provided by the agencies who pay for Intterra’s software). As such, the primary

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28 <sup>1</sup> Additional information regarding Intterra and its software is available on its website at <https://www.intterra.io/solutions>. Screenshots of this webpage are attached hereto as **Exhibit A**.

1 consumer base for Intterra’s newly developed mobile application is the same class of consumers  
2 for all of Intterra’s software; namely, governmental agencies.

3 13. Because government agencies cannot generally purchase any goods or services  
4 without following the appropriate procurement processes, the business-to-government (B2G) trade  
5 channels through which Intterra markets and sells its software are vastly different from traditional  
6 business-to-consumer (B2C) and business-to-business (B2B) marketing channels. At a high level,  
7 governmental agencies procure goods and services by awarding government contracts to suppliers.  
8 Typically, a government agency develops a procurement plan for goods or services to meet a  
9 specific need and invites prospective suppliers to submit bids. Prospective suppliers offer their  
10 goods and/or services by submitting a bid, and the agency evaluates all bids based on specified  
11 criteria. Following a more detailed evaluation and contract negotiation process, the agency may  
12 ultimately “purchase” the goods or services by awarding a government contract to the most suitable  
13 supplier. This procurement process requires governmental customers to adhere to strict budgets  
14 and to conduct significantly more diligence than private customers seeking goods and services  
15 through standard B2C or B2B channels.

16 14. In or around late 2025, Intterra began to offer its new mobile application to  
17 government public service agencies — many of which are existing customers of Intterra’s software  
18 — via the same B2G channels through which Intterra offers its First Responder App and  
19 Community App. Because the mobile application sources data and information from, and serves  
20 as a channel of communication for, governmental agencies throughout any given state, Intterra  
21 markets and supplies (and intends to market and supply) its mobile application to its governmental  
22 customers under the mark AWARE, and an AWARE-formative mark customized for each state  
23 comprised of AWARE plus a state-postal-code suffix, such as AWARECA for California  
24 agencies, AWAREHI for Hawaii, and AWAREFL for Florida.

25 15. On December 20, 2025, Intterra filed fourteen new trademark applications for a  
26 number of its AWARE-formative marks, including Application Serial No. 99572641 for the word  
27 mark AWARECA (the “Application”), for “Downloadable computer application software for  
28 mobile phones, and handheld and tablet computers, namely, software for use in the communication

1 of public safety information; Downloadable computer software for sharing and viewing  
2 information about natural disasters, public safety events and emergencies, and preparedness  
3 therefor and responses thereto; Downloadable computer software for collecting, compiling,  
4 processing, and disseminating information about natural disasters, public safety events and  
5 emergencies, and preparedness therefor and responses thereto” in Class 9. Attached hereto as  
6 **Exhibit B** are materials downloaded from the U.S. Patent and Trademark Office’s Trademark  
7 Status & Document Retrieval online database showing the current status of the Application.

8 16. On January 6, 2026, Intterra announced that the California Department of Forestry  
9 & Fire Protection (commonly known as “CAL FIRE”) had selected Intterra’s mobile application  
10 to be California’s statewide public safety information platform. As CAL FIRE services the state  
11 of California, the mobile application will be made available to end users under Intterra’s  
12 AWARECA mark. Attached hereto as **Exhibit C** is a true and correct copy of a press release for  
13 this announcement published on EIN Presswire. The Director & Fire Chief of CAL FIRE, Chief  
14 Joe Tyler, stated in the press release, “By partnering with Intterra on AwareCA, we are ensuring  
15 that the public receives accurate, real-time updates directly from CAL FIRE and our allied  
16 responders.” This statement reflects the fact that even though Intterra developed the mobile  
17 application, it is the governmental public safety agencies, ultimately, who will provide the  
18 application to end users. Members of the public and other agencies have also expressed excitement  
19 for the launch of the mobile application under the AWARE Marks.<sup>2</sup>

20 17. Intterra’s AWARECA application is now in full beta.

21 18. Intterra has over 350 existing government agencies leveraging its legacy software  
22 platform that is being marketed and rebranded as AWARE INTEL HUB.

23 19. Intterra has an extensive sales funnel with government customers in various stages  
24 of the procurement process for its AWARE-branded software goods and services.

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27  
28 <sup>2</sup> See website screenshots of third-party references to Intterra’s mobile application under the AWARE Marks, attached  
hereto at **Exhibit D**.

1 20. Numerous agencies have begun using Intterra’s AWARE INTEL HUB software  
2 platform, which platform unifies agencies’ real-time data into actionable intelligence or faster,  
3 smarter decisions.

4 21. In its marketing of the AWARE software services to government agencies, and in  
5 the process of procurement, Intterra has also referenced its AWARE OPS mobile application,  
6 described as a secure application for use by first responders with authenticated login and two-way  
7 communications.

8 22. Intterra has also continued to offer the AWARECA mobile application for sale to  
9 regional public safety agencies (*i.e.*, by submitting bids for government contract awards, all of  
10 which are at various stages of the procurement evaluation process). By the end of 2026, Intterra  
11 expects that regional public safety agencies serving the majority of the California state population  
12 will have awarded Intterra a contract for the AWARECA mobile application, and thus users of the  
13 app throughout the majority of the state will be able to receive real-time information, collected  
14 from multiple authoritative governmental sources and synthesized for easy consumption,  
15 regarding all types of public safety incidents.

16 **B. Defendants’ Cease and Desist Letter.**

17 23. On January 28, 2026 — less than a month after the announcement that CAL FIRE  
18 was partnering with Intterra on the AWARECA mobile application — Intterra received a demand  
19 letter from counsel on behalf of Rachael Brady. The letter alleges that Rachael Brady is “the  
20 registered owner of the federally recognized trademark ‘Wildfire Aware,’<sup>3</sup> used in connection with  
21 a mobile application providing wildfire information and alerts.” In the letter, Ms. Brady also claims  
22 that Intterra is using AWARE, AWARECA, and AWARE CALIFORNIA in connection with a  
23 product that provides “functionally identical services,” namely, delivering wildfire and safety  
24 alerts to the public in real time through mobile technology. The letter also includes a demand that  
25 Intterra (1) cease use of the complained-of marks, any confusingly similar marks, and any products  
26 or services using the complained-of marks; and (2) abandon the Application and any other

27 \_\_\_\_\_  
28 <sup>3</sup> The record owner of U.S. Registration No. 7403027 for the mark WILDFIRE AWARE is The Analytical Moose,  
not Ms. Brady.

1 trademark applications for AWARE or AWARE-formative marks. A copy of the January 28 letter  
2 is attached hereto as Exhibit E.

3 24. The letter also referenced past interaction between the Parties.

4 **C. Past Interactions Between the Parties.**

5 25. As set forth above (see ¶ 12), Intterra sought to develop a mobile application add-on  
6 to its Community App software platform in 2024. Though Intterra had the technical resources to  
7 build the application from scratch, Intterra desired to hire an individual into a product management  
8 role to lead the team of developers and designers for its new iOS and Android applications. One  
9 of Intterra's co-founders suggested Ms. Brady as a potential candidate for the role, as Ms. Brady  
10 had experience in the fire service industry and direct connections to the agencies the app would  
11 serve.

12 26. Intterra learned that Ms. Brady had developed her own mobile application and was  
13 providing it under the WILDFIRE AWARE mark. Intterra viewed this endeavor as a sign of Ms.  
14 Brady's grit and determination, as well as a check in the box for relevant experience and familiarity  
15 with building mobile applications. That said, after reviewing Ms. Brady's app, Intterra determined  
16 that it was not interested in building its new mobile application on top of her existing software, nor  
17 using her software in any manner. Nonetheless, Intterra recognized and deeply respected the  
18 significant effort and resources Ms. Brady had put into building the app. Had she chosen to accept  
19 Intterra's offer of employment, Intterra wished for Ms. Brady to dedicate this same level of  
20 attention and effort to the product manager role and building their new application.

21 27. Believing Ms. Brady was a good fit for the role, Intterra offered her the product  
22 manager position for their new mobile application. Intterra was cognizant that Ms. Brady and  
23 others had made significant financial and personal investments in developing the WILDFIRE  
24 AWARE app and brand, and also that Ms. Brady, in dedicating her full professional attention to  
25 the product management role going forward, would no longer be able to develop or maintain her  
26 WILDFIRE AWARE application. Thus, as a show of good faith and as an inducement to accept  
27 its job offer, Intterra structured the offer to include a bonus, to be paid over a three-year period, in  
28 purported exchange for the WILDFIRE AWARE app and brand. The contemplated bonus, which

1 was intended to compensate Ms. Brady for the investments she and others had made in the app  
2 and the brand, was expressly conditioned upon Ms. Brady’s continued employment over the three-  
3 year payment period.

4 28. Ms. Brady initially declined Intterra’s offer for employment in November 2024.  
5 After several follow-up conversations, including a subsequent verbal offer of employment, Ms.  
6 Brady on March 3, 2025 ultimately declined the role of product manager.

7 29. In all of its interactions with Ms. Brady, Intterra’s goal was to secure Ms. Brady’s  
8 employment, not to acquire any rights associated with the WILDFIRE AWARE application and  
9 its relatively limited audience.

10 **D. Attempted Resolution of the Instant Dispute.**

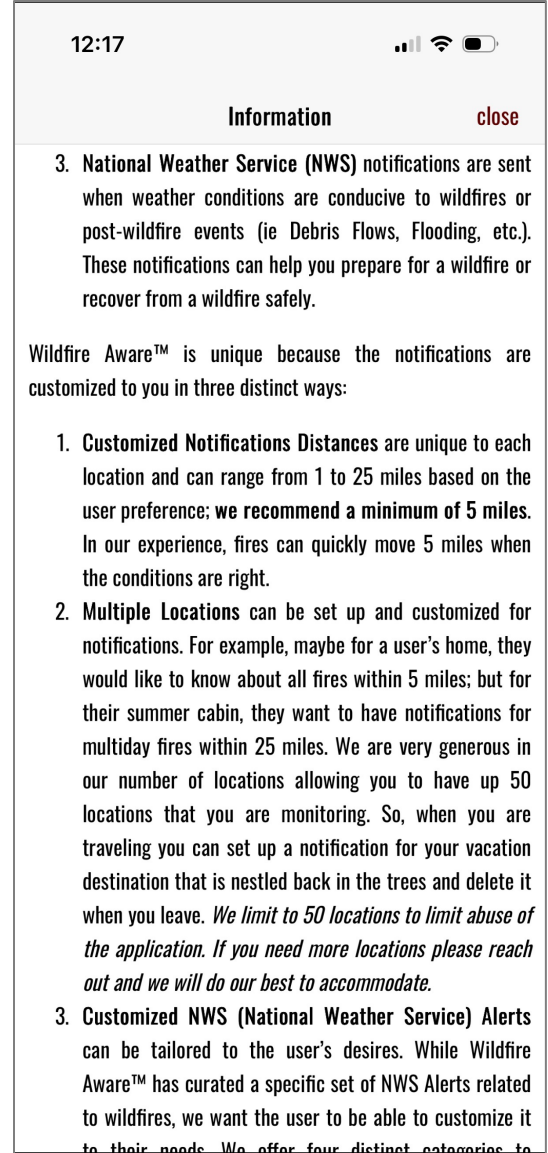
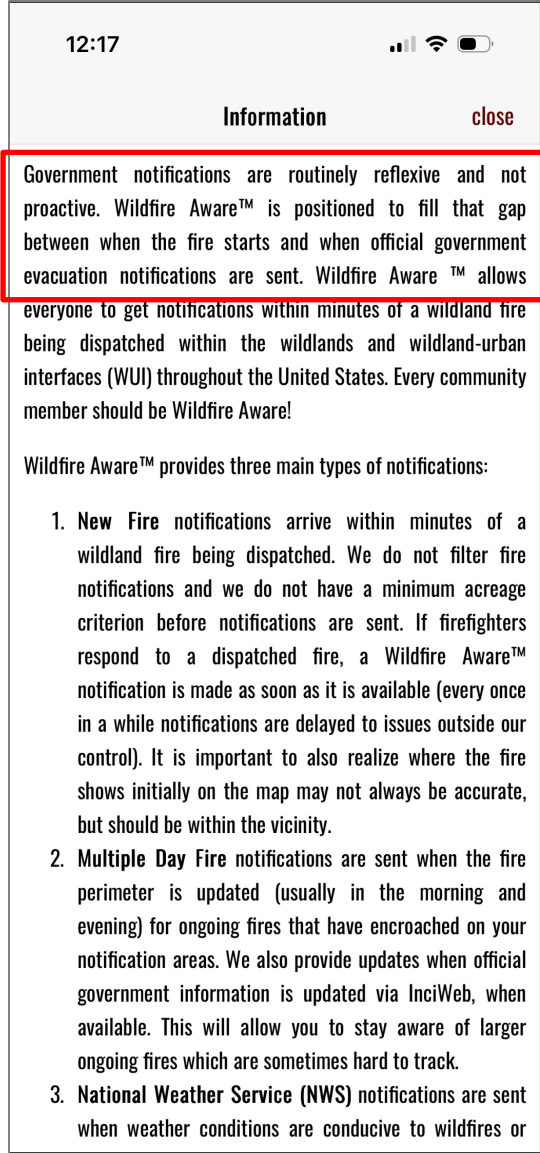
11 30. Following Intterra’s receipt of Defendants’ January 28 letter, Intterra, via counsel,  
12 conducted a preliminary investigation into Ms. Brady’s claims. This investigation revealed that  
13 the mobile application Defendants provide under the WILDFIRE AWARE mark offers data and  
14 information related to wildfires exclusively, not any other public safety threats, and does not relay  
15 communications from any governmental authorities other than the National Weather Service. In  
16 fact, Defendants’ application states that it is positioned to “fill th[e] gap between when the fire  
17 starts and when official government evacuation notifications are sent.” Moreover, though the app  
18 can be downloaded for free, a subscription is required for a user to receive notifications, as seen  
19 below:

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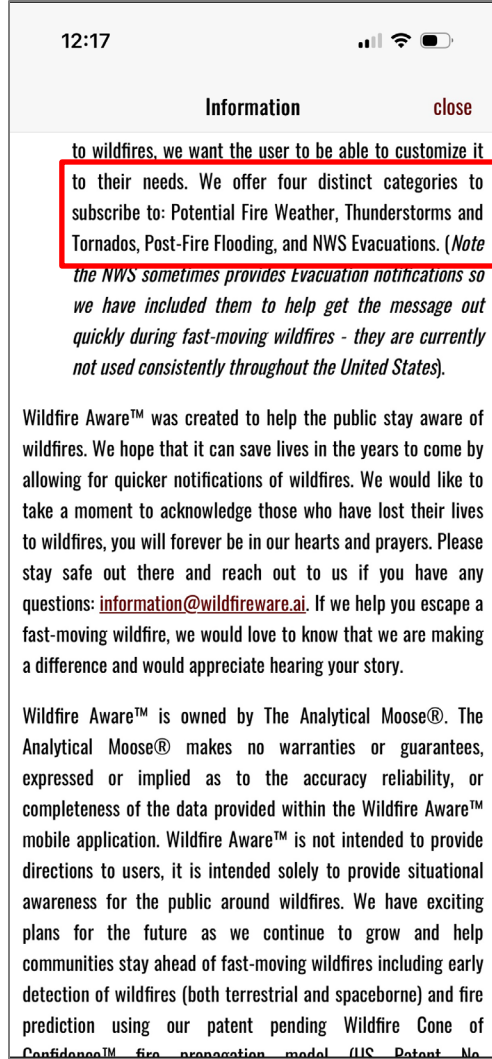
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Screenshots from Wildfire Aware iOS application

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Screenshots from Wildfire Aware iOS application

31. Through their investigation, Intterra learned that The Analytical Moose, not Ms. Brady, owns U.S. Reg. No. 7403027 for WILDFIRE AWARE.<sup>4</sup> Intterra also discovered that the examining attorney for the WILDFIRE AWARE application had provisionally refused registration due to a likelihood of confusion with a third-party mark, AWARE, subject of U.S. Reg. No. 3099983, for “situation awareness system, namely computer hardware, software and sensors, used to provide real-time or near-real-time GIS information regarding emergency incidents or aerial

<sup>4</sup> Public business records for The Analytical Moose show that Ms. Brady is the manager/member and resides at the same address. The Analytical Moose’s website also states that it was founded by Ms. Brady and indicates Ms. Brady is the only employee. A true and correct copy of the 2025 Statement of Information filed by The Analytical Moose with the California Secretary of State and the About Us page on The Analytical Moose Website are attached hereto at **Exhibit F**. Based on the foregoing, and Defendants’ counsel’s claim that Ms. Brady own the mark WILDFIRE AWARE, Intterra believes that Ms. Brady is the sole member and owner of The Analytical Moose.

1 mapping projects” in Class 9 and “Preparation of printed or digital maps and emergency incident  
2 reports<sup>5</sup> through real-time or near-real-time information gathering” in Class 42.

3 32. Notably, in Defendants’ September 20, 2023 response to the provisional likelihood-  
4 of-confusion refusal, Defendants argued (for ten pages) that there was no likelihood of confusion  
5 between WILDFIRE AWARE and AWARE for the respective goods and services.<sup>6</sup> Rather,  
6 Defendants contended that the WILDFIRE AWARE and AWARE look different, create very  
7 different connotations, and impart different commercial impressions, partially because the word  
8 WILDFIRE is “the most important part” of Defendants’ mark. Defendants also asserted that their  
9 goods were not related to the goods and services covered by the cited registration, pointing to the  
10 “entirely different targeted audience[s]” and the differing channels of trade for the respective goods  
11 and services.

12 33. Defendants, in their efforts to secure registration of their alleged WILDFIRE  
13 AWARE mark, further claimed that there exists a crowded field for the AWARE designation, such  
14 that “aware” is entitled only to a narrow scope of protection, one that does not extend to  
15 Defendants’ WILDFIRE AWARE mark. In support of their crowded field argument, Defendants  
16 included evidence of ten third-party registrations coexisting on the Principal Register for AWARE  
17 and AWARE-formative marks for similar Class 9 goods. All ten registrations, as well as the  
18 registration referenced by the examining attorney in the office action, are still subsisting.

19 34. Following its investigation into the allegations raised in Defendants’ January 28,  
20 2026 letter, Intterra’s counsel arranged a video call with Defendants’ current counsel to discuss  
21 the matter. That call was held on February 6, 2026.

22 35. On the call, Intterra’s counsel stated Intterra believed there is no likelihood of  
23 confusion. Defendants’ counsel maintained otherwise, despite Defendants’ prior position to the  
24 contrary with respect to other AWARE and AWARE-formative marks. Intterra expressed interest  
25 in settling the matter, regardless of the parties’ opposing views on the issue of confusion, and  
26 Defendants’ counsel requested that Intterra prepare an offer in writing. Following the call, Intterra

27 \_\_\_\_\_  
28 <sup>5</sup> As of January 21, 2026, “and emergency incident reports” has been deleted from Class 42 of the cited registration.

<sup>6</sup> A copy of this response is attached hereto as **Exhibit G**.

1 sent a follow-up email, dated February 13, 2026, reiterating its position, referencing the  
2 prosecution history of the WILDFIRE AWARE registration, and advising that Intterra considered  
3 the matter closed.

4 36. Defendants responded several days later, reasserting their claims of infringement  
5 and likelihood of confusion, and asserting new claims of malicious intent and bad faith based on  
6 Intterra’s past interactions with Ms. Brady, which Defendants characterized as interest in acquiring  
7 the WILDFIRE AWARE application. Defendants also provided formal notice of their intent to  
8 bring a claim for trademark infringement in this Court:

9 If this matter is not resolved prior to the Spring 2026 launch, our client is prepared  
10 to file a complaint in the United States District Court for the Northern District of  
11 California asserting claims for trademark infringement under 15 U.S.C. § 1114,  
12 false designation of origin under 15 U.S.C. § 1125(a), unfair competition under  
13 applicable state law, and such other claims as the facts may support under federal  
14 and state laws.

15 A true and correct copy of the email correspondence between Intterra’s and Defendants’ counsel  
16 is attached hereto as Exhibit H.

17 **E. An Actual Case or Controversy Exists Between Intterra and Defendants.**

18 37. “To establish standing to sue for trademark infringement under the Lanham Act, a  
19 plaintiff must show that show that he or she is either (1) the owner of a federal mark registration,  
20 (2) the owner of an unregistered mark, or (3) a nonowner with a cognizable interest in the allegedly  
21 infringed trademark.” *Halicki Films, LLC v. Sanderson Sales and Marketing*, 547 F.3d 1213, 1225  
22 (9th Cir. 2008); *see* 15 U.S.C. § 1114(1). A party may establish ownership of an unregistered mark  
23 through use of the mark in commerce. *Halicki Films*, 547 F.3d at 1226. The Ninth Circuit uses a  
24 “totality of the circumstances” test to determine whether a plaintiff has alleged sufficient use in  
25 commerce of service mark to establish standing under the Lanham Act. *Chance v. Pac-Tel Teletrac*  
26 *Inc.*, 242 F.3d 1151, 1159 (9th Cir. 2001); *see also New West Corp. v. NYM Co. of Calif., Inc.*, 595  
27 F.2d 1194, 1120 (9th Cir. 1979); *Brookfield Communications, Inc. v. West Coast Entm’t Corp.*,  
28 174 F.3d 1036, 1052 (9th Cir. 1999). “For both goods and services, the ‘use in commerce’  
requirement includes (1) an element of actual use, and (2) an element of display.” *Chance*, 242  
F.3d at 1159.

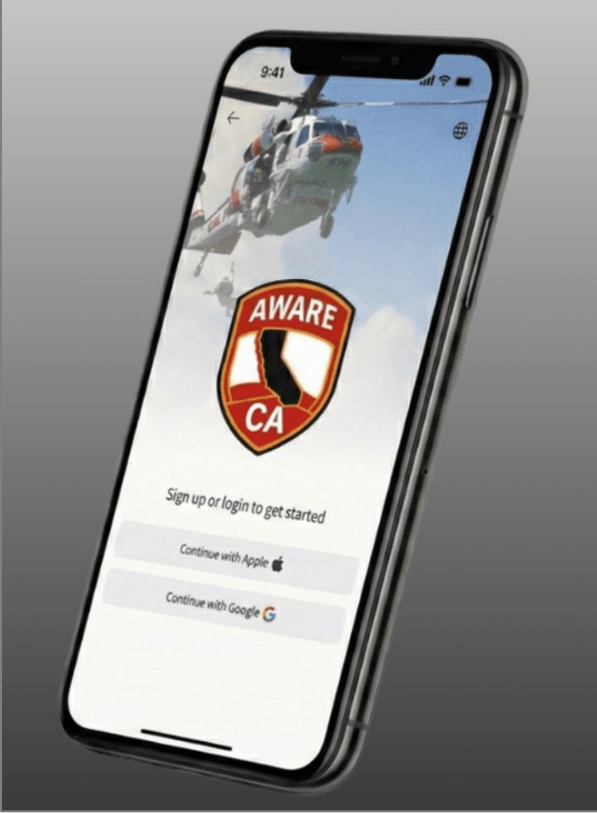
1 38. Intterra is the owner of all right tile and interest in its AWARE Marks, by virtue of  
2 its pre-launch marketing of its impending AWARECA application under the AWARE Marks as  
3 well as its use of the AWARE Marks in connection with procurement of government contracts  
4 with California public service agencies for the AWARE software services.

5 39. More specifically, Intterra owns all right, title and interest to its AWARECA mark  
6 for a downloadable mobile application for use in communication of public safety information and  
7 all underlying and associated services. As further described above, marketing is accomplished  
8 quite differently in B2G trade channels, as compared to traditional B2C and B2B channels of trade.  
9 Use of a mark in submitting a bid for a government contract for procurement of a good or service  
10 is an effective — and potentially the only — way to display the mark in connection with an offer  
11 for sale of the good or service in the B2G trade channel. Being awarded a government contract  
12 based on such a bid constitutes a sale of goods and services provided under the mark, in this case,  
13 software goods and services for communication of information regarding public safety incidents  
14 and events. Accordingly, Intterra, through its submissions of bids for government contracts and  
15 the award of at least one government contract (with CAL FIRE), has demonstrated use of the mark  
16 consistent with standard marketing and advertising practices in the field of software goods and  
17 services for governmental agencies.

18 40. With respect to the element of display, Intterra publicly announced the upcoming  
19 launch of its mobile application, under the AWARECA mark, for enabling governmental agencies  
20 to disseminate official communications regarding public safety incidents and threats based on  
21 authoritative governmental data and information. The AWARE Marks are prominently featured  
22 throughout Intterra’s January 6, 2026 announcement,<sup>7</sup> including in a mockup of the application  
23 loading screen:  
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28 <sup>7</sup> See Exhibit C, attached hereto

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*Screenshot of mockup of Intterra’s mobile application*

41. Accordingly, Intterra has engaged in use of the AWARECA mark sufficient to establish standing to sue under the Lanham Act. Therefore, Intterra has standing to bring this Complaint for a declaratory judgment of noninfringement under the Lanham Act.

42. Additionally, an actual controversy exists between the parties. Defendants have expressly threatened to file suit against Intterra for infringement of their WILDFIRE AWARE mark. The threat of litigation casts a cloud over all the efforts Intterra has made to develop and bring its software to consumers as a governmental, taxpayer-funded service. As Intterra is rapidly nearing the launch of its AWARECA mobile application, rebranding is virtually impossible without delay. The specter of such delay cast by Defendants’ threatened litigation places in jeopardy millions of dollars worth of government contracts for the mobile application that have already been awarded to Plaintiff or are in the process of procurement. The potential harm to Intterra is concrete and would be immediate if the Court does not grant the requested declaratory judgment.

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**GENERAL ALLEGATIONS**

1  
2 43. Intterra’s AWARE Marks do not infringe on Defendants’ WILDFIRE AWARE  
3 mark because there is no likelihood of confusion between the parties’ respective marks. The  
4 element AWARE has become a relatively weak source indicator for the pertinent goods and  
5 services, such that the scope of protection for such designation is quite limited. The differences  
6 between the parties’ respective marks – including the dominance of the primary WILDFIRE  
7 element in Defendants’ mark – therefore suffice to mitigate any perceived risk of confusion.

8 44. The parties’ respective marks also look and sound different and offer different  
9 commercial impressions, and despite being offered in the same general field and ultimately  
10 serving overlapping sets of end users, the goods and services provided under the marks have  
11 different primary purposes. Defendants’ mobile application focuses exclusively on alerts and  
12 information relating to wildfires, and targets consumers living in areas prone to wildfires, while  
13 Intterra’s software is a comprehensive platform for supporting various disciplines of emergency  
14 response efforts, for all types of hazards. Most notably, though, the parties’ goods and services  
15 target different classes of consumers, and travel in different channels of trade. Defendant offers its  
16 mobile application for free download, but sells in-app subscriptions to individual users of its  
17 mobile application. On the other hand, Intterra markets and sells its software under the AWARE  
18 Marks primarily in in B2G channels of trade, and seeks payment for its mobile application under  
19 government contracts. This allows Intterra’s agency customers to provide the application to end  
20 users as a public service, funded by their tax dollars.

21 45. Additionally, upon information and belief, the sole revenue that Defendants derive  
22 from their B2C mobile application are via in-app subscriptions. Intterra’s AWARECA application  
23 will always be entirely free to the public. The source of the revenue that Intterra derives and will  
24 derive from its AWARE-branded services are public sector stakeholders – such as fire  
25 departments, law enforcement agencies, and emergency management teams – and such revenue  
26 flows and will flow solely through B2G channels. General consumers will encounter Intterra’s  
27 AWARECA mark only in connection with a government-provided service offered by first-  
28

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1 response agencies, and always under the official names or seals of such agencies. Accordingly,  
2 there is unlikely to be any opportunity for confusion, much less a likelihood thereof.

3 46. Despite the foregoing, Defendants have expressed a genuine intent to file suit for  
4 trademark infringement (as further detailed in Paragraph 36 above). Such a lawsuit has potential  
5 to significantly hinder Intterra's efforts in fulfilling its obligations under government contracts and  
6 in winning further bids to provide its mobile application to additional agency customers. Therefore,  
7 this dispute is of sufficient immediacy and reality to warrant the issuance of a declaratory  
8 judgment.

9 **CLAIMS FOR RELIEF**

10 **COUNT I:**

11 **Declaratory Judgment of Noninfringement of Defendant's WILDFIRE AWARE Mark**

12 47. Intterra repeats and realleges each and every allegation above as if fully set forth  
13 herein.

14 48. Intterra is entitled to a declaratory judgment that it is not infringing, has not  
15 infringed, and is not liable for infringing Defendants' alleged rights in the WILDFIRE AWARE  
16 mark.

17 49. The instant dispute is sufficiently concrete and immediate to warrant the issuance  
18 of a declaratory judgment.

19 50. Defendants allege that Intterra's use of its AWARECA mark infringes its alleged  
20 rights in the WILDFIRE AWARE mark.

21 51. There is no likelihood of confusion with respect to the parties respective marks.  
22 The marks look and sound different and convey different commercial impressions, and the goods  
23 and services provided under the marks have different purposes, target different classes of  
24 consumers, and travel in different channels of trade. Moreover, because of the high level of  
25 sophistication of Intterra's government agency customers and unique process through which  
26 Intterra sells its software, there is unlikely to be any opportunity for confusion, much less a  
27 likelihood thereof. In the exceedingly rare instances where consumer may encounter both of the  
28 Parties' respective marks in commerce, Intterra's AWARECA mark will appear alongside the

1 name(s) and/or mark(s) of one or more public safety agencies and Intterra's application will be  
2 presented as an official government-provided service.

3 52. In light of the foregoing, among other factors, consumers are unlikely to mistakenly  
4 believe that there is any connection or affiliation between the parties, or that either party's  
5 application is sponsored, produced, or associated with the other party or its application.

6 53. Because Defendants have threatened action in this Court to prevent Intterra from  
7 continuing to use its AWARECA mark, which is likely to hinder Intterra's abilities to fulfill  
8 obligations under existing government contracts, and because a declaration by this Court that  
9 Intterra's use of the AWARECA mark does not infringe Defendants' alleged rights in the  
10 WILDFIRE AWARE mark will allow Intterra to continue providing its mobile application to  
11 public safety agencies for dissemination to private citizen end users under the AWARECA mark,  
12 without disruption and fear of litigation, Intterra is entitled to a declaratory judgment of  
13 noninfringement of Defendants' WILDFIRE AWARE mark.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Intterra respectfully requests judgment against Defendant The  
16 Analytical Moose and Rachael Brady as follows:

- 17 a. Find and declare that Intterra's use of its AWARECA mark does not infringe any  
18 of Defendants' alleged trademark rights in WILDFIRE AWARE;
- 19 b. Enter an order enjoining Defendants from directly or indirectly asserting or  
20 otherwise enforcing any alleged trademark rights against Intterra or any of its  
21 customers or licensees of its AWARECA mark;
- 22 c. Award Intterra reasonable attorneys' fees, expenses, and costs in this action; and  
23 d. Granting such other and further relief as the Court may deem proper.

24 **DEMAND FOR JURY TRIAL**

25 Intterra demands a trial by jury on all issues so triable in this action.  
26  
27  
28

