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2 **IN THE UNITED STATES DISTRICT COURT**
3 **FOR THE SOUTHERN DISTRICT OF TEXAS**
4 **(Houston Division)**

5 JGD FILTERS, LLC,

6 Plaintiff,

7 v.

8 DET DIESEL EMISSION TECHNOLOGIES,
9 LLC, and SYNERGY CATALYST, LLC,

10 Defendants.

Civil Action No.:

11
12 **COMPLAINT**

13 Plaintiff JGD FILTERS, LLC, (“Plaintiff” or “JGD”), by and through its undersigned
14 counsel, brings this action against DET Diesel Emission Technologies, LLC (“DET”) and
15 Synergy Catalyst, LLC (“Synergy”) (collectively “Defendants”) and alleges, on knowledge and
16 to its own actions and otherwise upon information and belief, as follows:

17 **PRELIMINARY STATEMENT**

18 1. This action by JGD seeks compensation and redress from Defendants’ unlawful
19 business practices that have harmed JGD directly, through Defendants’ false claims, unlawful
20 business practices, and contract breaches.

21 2. Beginning in 2021, Defendants heavily promoted and advertised that they had
22 achieved patent protection on its technology and processes that it was offering to the public,
23 and, in particular, targeting JGD and other franchisees of DPF Alternatives, LLC (“DPF
24 Alternatives”).

25 3. In 2021 and continuing to today, Defendants have no issued patents, either
26 through assignment or license, let alone any patent that covers its offered technology and
27 processes.

1 4. Relying on these demonstrably false claims of patent ownership and other false
2 promises, JGD was induced to enter into agreements to sell and offer Defendants' products
3 and services on the express understanding that Defendants would aggressively enforce their
4 (non-existent) patent rights, inducing JGD to overpay for unpatented materials and services at
5 the risk of being "locked out" by Defendants.

6 5. This action seeks redress for Defendants' unlawful use of false marking and false
7 advertising under the patent statute, the Lanham Act, the Sherman Act, and state tort laws.
8

9 **PARTIES**

10 6. JGD Filters, LLC, a franchisee of DPF Alternatives, LLC has its principal
11 place of business located at 50 North Linton Ridge Circle, Spring, TX 77382.

12 7. Upon information and belief, Defendant DET Diesel Emission Technologies,
13 LLC is a Texas limited liability company with its principal place of business located at
14 1122 West Bethel Road, #400, Coppell, TX 75019.

15 8. Upon information and belief, Defendant Synergy Catalyst, LLC is a Texas
16 limited liability company with its principal place of business located at 1122 West Bethel
17 Road, #400, Coppell, TX 75019.

18 9. Upon information and belief, Defendants operate under and use the assumed
19 name "Recore."

20 10. Upon information and belief, both Defendants are single-member LLCs, with
21 both Defendants operating under the same sole member and shareholder.

22 11. Upon information and belief, both Defendants use the same location,
23 resources, and staff in the operation of their businesses.

24 12. Upon information and belief, Defendants have comingled their business
25 operations together, including their business assets such as their use and holding
26 themselves out as "Recore" businesses.
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1 13. Defendants are alter egos of each other and/or constitute a single business
2 enterprise.

3 **JURISDICTION**

4 14. This court has jurisdiction over this action pursuant to 15 U.S.C. §§ 2 and
5 1121, 28 U.S.C. §§ 1331 and 1338(a) and (b), 35 USC § 292, and pursuant to the principles
6 of supplemental jurisdiction under U.S.C. § 1367 for Texas state and common law claims.

7 15. This court has jurisdiction over Defendants as they regularly transacted
8 business in and with persons located in the State of Texas, including directing its business
9 to the State of Texas and has purposely availed itself of the benefits of the State of Texas.

10 16. Defendants also have contacts with the State of Texas arising from the acts
11 forming the basis of JGD's claims.

12
13 **VENUE**

14 17. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), in that a
15 substantial part of the events or omissions giving rise to the claim occurred within this
16 District.

17
18 **BACKGROUND FACTS**

19 18. JGD is a franchisee of DPF Alternatives, a nationwide franchise that
20 specializes in providing diesel particulate filter (DPF) services to the diesel industry.

21 19. Broadly speaking, a DPF is a device designed to remove diesel particulate
22 matter or soot from the exhaust gas of a diesel engine.

23 20. The diesel particulate matter in the exhaust contains carbon compounds that
24 have not burned because of local low temperatures where the diesel fuel is not fully
25 atomized. These local low temperatures occur at the cylinder walls of the engine and at the
26

1 surface of large droplets of fuel. In turn, the fuel can turn into a carbon deposit at these low
2 temperature areas.

3 21. Modern diesel engines use a DPF as part of its exhaust system to capture
4 carbon particles and then intermittently burn them by using fuel injected into the post-
5 combustion injection into the exhaust stream or fuel injected into the exhaust stream before
6 the filter. This prevents carbon buildup at the expense of wasting a small quantity of fuel.

7 22. This process of active regeneration of the DPF ensures proper filtration
8 during day-to-day operation of the engine, however, particulate matter will still build up
9 over time that requires forced regeneration or replacement of the DPF.

10 23. In particular, the DPFs installed on all diesel engines since 2007 need service
11 by trained technicians and specialized equipment to perform forced regeneration or
12 replacement of the DPF.

13 24. The DPF Alternatives brand is well known in the industry for its ultrasonic
14 diesel particulate filter cleaning process and warranty services of DPFs.

15 25. DPF Alternatives is the only national franchise brand to offer a trade-secret
16 ultrasonic technology, along with two patent pending pieces of equipment, to completely
17 recover and restore diesel emissions components in diesel engines manufactured in 2007
18 or later.

19 26. DPF Alternatives' ultrasonic technology allows safe recovery of these
20 components that contain precious metals such as rhodium, platinum, and palladium to their
21 Original Equipment (OE) specifications at very minimal costs. The recovery of these
22 components is necessary to remove soot and ash that reduces air flow rates to unacceptable
23 levels, causing the diesel engine's computer system to greatly reduce power output or shut
24 down the engine completely. Permanently removing or altering these components is in
25 violation of both federal and state laws for commercial vehicles and equipment.

26 27. The DPFs that DPF Alternatives services are generally cylindrically shaped
27 with an inner cylindrical filter also referred to as the "core" of the DPF. DPF Alternatives
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1 can use its ultrasonic process to fully recover the core. However, if the core is damaged,
2 the unit must either be replaced or “re-cored.”

3 28. JGD is provided equipment, training, and other resources by DPF
4 Alternatives to provide DPF Alternatives’ services and products for servicing DPF units.

5 29. DPF Alternatives also maintains a list of approved vendors that JGD and
6 other franchisees may work with to supplement the DPF Alternatives services and products
7 offered at each location.

8
9 **STATEMENT OF THE CLAIM**

10 ***A. Defendants Make False Representations to Induce JGD to Purchase Their***
11 ***Recore Equipment.***

12 30. On or about July 2021, JGD was contacted by Peter Lambe, a sales
13 representative from “Recore,” a trade name of Defendants.

14 31. Lambe was offering DPF Alternatives equipment and services on behalf of
15 Recore that he claimed was patented technology.

16 32. In particular, Defendants claimed that they had patented equipment and a
17 method of “re-coring” a DPF.

18 33. Defendants claimed its patent technology and equipment could remove the
19 core of the DPF, allowing for repair or replacement of the DPF.

20 34. Additionally, JGD received materials from trade shows where Defendants
21 exhibited their Recore products and advertised that its Recore products were patented.

22 35. Defendants also made a presentation for its Recore products and services that
23 explicitly stated its equipment and processes were patented.

24 36. After JGD engaged Defendants showing initial interest in adding Recore
25 products and services to its ongoing DPF Alternatives franchise, Defendants used threats
26 of its patent exclusivity to coerce JGD into purchasing Defendants’ Recore products and
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1 services. For example, Defendants used statements such as: “If you don't buy Recore, you
2 won't be able to get into the re-coring of diesel aftertreatment components business any
3 other way because it's patented.”

4 37. Defendants also used threats of selling its Recore technology to nearby
5 competitors of JGD with territorial exclusivity, which, if true, would substantially harm
6 JGD.

7 38. To induce JGD to enter into the financing agreements, Defendants
8 affirmatively represented that the Recore equipment and processes were protected by an
9 issued U.S. Patent.

10 39. To induce JGD to enter into the financing agreements, Defendants
11 affirmatively represented that JGD would receive a protected territory for JGD's use of the
12 Recore equipment and process.

13 40. The protected territory would be the Corpus Christi/South Texas area.

14 41. To induce JGD to enter into the financing agreements, Defendants
15 affirmatively represented that JGD would be permitted to return the Recore equipment and
16 terminate the relationship with Defendants if JGD was not satisfied with the Recore
17 equipment for a full refund of all amounts paid to Defendants.

18 42. To induce JGD to enter into the financing agreements, Defendants
19 affirmatively represented that Defendants would have accounts ready to be serviced in
20 anticipation of JGD using Defendants' Recore products and services on their trucks.

21 43. To induce JGD to enter into the financing agreements, Defendants
22 affirmatively represented that JGD would have access to qualified, professional sales
23 assistance if JGD was not generating enough sales to justify the purchase of Recore
24 equipment.

25 44. Instead of providing the equipment as a vendor, Defendants used its false
26 statements to induce JGD into signing long-term and financing agreements before
27 Defendants would provide the Recore equipment and technology to JGD.

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2 ***B. JGD Purchases Recore Equipment from Defendants***

3 45. On or about February 22, 2022, JGD purchased equipment from Defendants
4 including “Full Equipment Set for Corpus Christi” to perform re-coring of DPFs.

5 46. On or about April 25, 2022, JGD purchased equipment from Defendants
6 including “Recore Equipment” to perform re-coring of DPFs.

7 47. As part of the purchases of the Recore equipment, JGD was induced into
8 signing long-term financing agreements with third parties.

9 48. There is no written agreement between JGD and Defendants concerning the
10 purchasing of Defendants’ equipment.

11 49. Defendants have never provided any agreement to JGD concerning the
12 protected territory that Defendants stated would be part of the purchasing Defendants’
13 equipment.

14 50. Despite the absence of any agreement between JGD and Defendants,
15 Defendants have nonetheless represented JGD as one of Defendants’ Recore franchisees
16 in Defendants’ business materials including Defendants’ website.

17
18 ***C. JGD Learns the Falsity of Defendants’ Material Representations***

19 51. After agreeing to purchase Defendants’ equipment, JGD learned that
20 Defendants did not have any issued patents, let alone a patent that covered the Recore
21 equipment and processes.

22 52. After agreeing to purchase Defendants’ equipment, JGD learned that Recore
23 would not provide JGD with an exclusive territory and reserved the right to establish
24 additional Recore franchisees within JGD’s territory.

25 53. After agreeing to purchase Defendants’ equipment, JGD learned that
26 Defendants refused to agree to terminate the relationship with JGD and that Defendants
27 refused to accept returned equipment.

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1 54. After JGD purchased Defendants' equipment from Defendants, Defendants
2 were unresponsive to JGD's phone calls concerning technical questions and order
3 processing for materials and supplies.

4 55. After JGD purchased Defendants' equipment from Defendants, Defendants
5 were unresponsive to making sales calls in JGD's markets of operation to supply them with
6 the national accounts.

7
8 ***D. Defendants' Conduct During the Financing Agreement***

9 56. In addition to the above representations, Defendants failed to uphold the
10 terms of the agreement concerning the purchasing of the Recore equipment and continued
11 making false statements during the course of the agreement.

12 57. After JGD had signed the financing agreement with Defendants, Defendants
13 failed to provide the proper inventory agreed under the purchase agreement to JGD in order
14 to service its customers.

15 58. Defendants also did not have inventory in stock as needed by JGD to service
16 its customers with the Recore equipment despite requests from JGD to provide the
17 inventory.

18 59. The re-coring press that JGD purchased from Defendants did not work
19 properly and Defendants refused to repair or replace the press to permit JGD to use the
20 Recore equipment.

21 60. Defendants also promised that Defendants would make JGD's cleaning
22 equipment and process the only approved process to service Defendants' Recore DPFs.
23 Defendants did not, and have not, made DPF Alternatives' cleaning equipment and process
24 the only approved process to service Defendants' Recore DPFs.

25 61. Defendants' onerous terms of its financing agreements with JGD, including
26 excessive payments for the unpatented "Recore" equipment, jeopardized the solvency of
27 JGD.

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1 62. JGD has been directly harmed through Defendants' actions.

2 63. JGD was coerced into violating the terms of their franchising agreements
3 with DPF Alternatives at the direction, insistence, and/or threats of Defendants.

4 64. JGD has lost revenue due to Defendants' direct interference.

5 65. JGD has been unable to transition to an alternative supplier of the same
6 equipment due to the onerous financing agreements Defendants coerced JGD to enter.
7 Another supplier of the "re-coring" equipment and technology is ready and available to
8 supply JGD at prices that reflect the actual value of the equipment, rather than the value
9 inflated by Defendants.

10 66. Additionally, Defendants have made direct threats to enforce their non-
11 existent patent rights against JGD should they even attempt to seek other suppliers for the
12 re-coring equipment and technology.

13 67. Moreover, upon investigation into the purportedly "new" equipment and
14 processes Defendants claim to have invented, the same equipment and method for
15 removing the core of a DPF had been invented by another at least prior to 2014, who had
16 publicly disclosed and offered it for sale at least as early as 2014.

17 68. In particular, Peter Lambe visited the inventor of technology, who showed
18 Mr. Lambe how the technology and equipment worked.

19 69. Without the inventor's permission, Defendants proceeded to commercialize
20 the technology and equipment that Peter Lambe had viewed.

21 70. Any purported patent rights for any employee, officer, or representative of
22 Defendants would be barred by 35 U.S.C. § 102 for at least (1) not being the inventor of
23 the technology; (2) being publicly disclosed and/or offered for sale more than one year
24 prior to the filing date of any patent application.

25
26 **FIRST CLAIM FOR RELIEF**
27 **FALSE MARKING UNDER 35 USC § 292**
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1 71. The allegations of the previous paragraphs are incorporated herein by
2 reference.

3 72. Under 35 U.S.C. § 292, a party is liable for false marking when it “marks
4 upon, or affixes to, or uses in advertising in connection with any unpatented article, the
5 word “patent” or any word or number importing that the same is patented, for the purpose
6 of deceiving the public.

7 73. Defendants sell and offer their “Recore” DPF re-coring equipment and
8 technology to the public.

9 74. Defendants have publicly advertised that their “Recore” DPF re-coring
10 equipment and technology was “patented.”

11 75. At the time Defendants advertised that their “Recore” DPF re-coring
12 equipment and technology was patented, Defendants knew that it had no issued or licensed
13 patents, let alone a claim of an issued or licensed patent that would encompass its DPF re-
14 coring equipment and technology.

15 76. Defendants falsely represented it had a patent with the intent of deceiving the
16 public, and, in particular JGD, to convince JGD enter into agreements with Defendants that
17 have detrimentally affected JGD’s ability to compete in the marketplace.

18 77. JGD has been harmed in the marketplace through Defendants’ false
19 representations by being unable to terminate the agreement it was induced into entering
20 based on the false patent claims or switching to an alternative supplier of competing
21 equipment and processes.

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23 **SECOND CLAIM FOR RELIEF**
24 **FALSE DESCRIPTIONS UNDER 15 USC § 1125 (LANHAM ACT § 43)**

25 78. The allegations of the previous paragraphs are incorporated herein by
26 reference.

1 79. Defendants have made and continue to make false statements of fact in
2 commercial advertisements and in commercial statements about its DPF re-coring
3 equipment and technology.

4 80. The false statements of fact made by Defendants have actually deceived or
5 have the tendency to deceive a substantial segment of the audience for Defendants'
6 commercial advertisements and commercial statements.

7 81. Defendants' deception has been material, in that it is likely to influence the
8 purchasing decision of members of the audience for the commercial advertisements and
9 commercial statements.

10 82. Defendants caused the commercial advertisements and commercial
11 statements containing false statements of fact to enter interstate commerce.

12 83. JGD has been injured as a result of the false statements made by Defendants.

13 84. Defendants have acted in bad faith in making its false statements of fact in
14 commercial advertisements and commercial statements about its DPF re-coring equipment
15 and technology.

16 85. Pursuant to 35 U.S.C. § 1125(a)(1), Defendants are liable to JGD for the false
17 statements of fact.

18 86. Pursuant to 35 U.S.C. § 1117, DPF Alternatives is entitled to an award of
19 Defendants' profits, damages sustained by JGD, and the costs of this action.

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21 **THIRD CLAIM FOR RELIEF**

22 **MONOPOLIZATION OF TRADE UNDER 15 USC § 2 (SHERMAN ACT § 2)**

23 87. The allegations of the previous paragraphs are incorporated herein by
24 reference.

25 88. Defendants have excluded competitors from the DPF service market by
26 falsely asserting that the DPF re-coring equipment and technology it manufactures and sells
27 are covered are patented technology.

1 89. Defendants' false advertisements and statements about its patent rights have
2 induced JGD into an agreement on the condition that Defendants' DPF re-coring
3 equipment and technology was a protected by issued U.S. Patents and that it was the only
4 supplier of the DPF re-coring equipment and technology.

5 90. Defendants have possessed monopoly power in the distinct submarket for
6 DPF re-coring equipment, or there has been a dangerous probability of Defendants
7 achieving monopoly power in the distinct submarket for DPF re-coring equipment and
8 other economically relevant markets.

9 91. Defendants have acted with specific intent to monopolize the distinct
10 submarket for DPF re-coring equipment and other economically relevant markets.

11 92. Defendants have engaged in predatory or anticompetitive conduct in the
12 distinct submarket for DPF re-coring equipment and other economically relevant markets.

13 93. DPF Alternatives has suffered antitrust damages as a result of Defendants'
14 monopolistic actions.

15 94. Pursuant to 15 U.S.C. § 2, Defendants are liable to JGD for Defendants'
16 monopolization or attempted monopolization of the distinct submarket for DPF re-coring
17 equipment and other economically relevant markets.

18 95. Pursuant to 15 U.S.C. § 15, JGD is entitled to an award of threefold the
19 damages it sustained, and the cost of suit, including a reasonable attorney's fees for
20 Defendants' monopolization or attempted monopolization of the distinct submarket for
21 DPF re-coring equipment and other economically relevant markets.

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23 **FOURTH CLAIM FOR RELIEF**
24 **BREACH OF CONTRACT**

25 96. The allegations of the previous paragraphs are incorporated herein by
26 reference.
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1 97. As part of purchasing equipment from Defendants, Defendants promised to
2 provide JGD exclusivity within a defined territory.

3 98. Defendants breached their agreement with JGD by not providing an
4 exclusive territory or permitting competing franchisees within the exclusive territory.

5 99. As part of purchasing equipment from Defendants, Defendants promised that
6 JGD would be provided training and support by Defendants.

7 100. Defendants breached the agreements with JGD by not providing training and
8 support to JGD.

9 101. As part of purchasing equipment from Defendants, Defendants promised
10 JGD would be provided sales and support including technical support and buyback of slow-
11 moving inventory.

12 102. Defendants breached the agreements with JGD by not providing technical
13 support and buyback of slow-moving inventory.

14 103. JGD has suffered and will continue to suffer damages as a result of
15 Defendants' breach of the Agreement.

16 104. JGD is entitled to its reasonable attorneys' fees and costs under the
17 Agreement.

18 **FIFTH CLAIM FOR RELIEF**
19 **FRAUD IN THE INDUCEMENT**

20 105. The allegations of the previous paragraphs are incorporated herein by
21 reference.

22 106. Defendants made multiple misrepresentations regarding material terms of the
23 agreements between JGD and Defendants, including but not limited to (a) that the Recore
24 equipment and processes were patented; (b) that JGD would have an exclusive territory;
25 (c) that the Defendants would accept the return of the Recore equipment if unsatisfied with
26 the Recore equipment and cease further payments for the equipment; and (d) that
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1 Defendants had customers waiting to use JGD's purchased equipment and services upon
2 agreement with Defendants.

3 107. Defendants made these material misrepresentations of facts for the purpose
4 of inducing JGD to enter into the financing agreement for the benefit of the Defendants.

5 108. The material misrepresentations were untrue as (a) Defendants had and have
6 no issued patents; (b) JGD has no exclusive territory and/or Defendants have stated they
7 will permit other Recore franchisees within JGD's territory; (c) Defendants refuse to permit
8 JGD to return the equipment while requiring JGD to continue payments for the equipment;
9 and (d) Defendants had no customers waiting to make use of Defendants' Recore
10 equipment and services through JGD.

11 109. JGD relied upon these material misrepresentations made by Defendants to
12 induce JGD to enter into agreements with Defendants.

13 110. JGD would not have entered into the agreements with Defendants had it
14 known about the truth of the statements before entering into agreements with the
15 Defendants.

16 111. JGD has suffered damages as a result of Defendant's fraudulent inducement
17 of contract.

18 112. Defendants have enjoyed a pecuniary gain as a result of Defendants'
19 fraudulent inducement of JGD to enter into the agreements.

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21 **SIXTH CLAIM FOR RELIEF**
22 **TORTIOUS INTERFERENCE WITH CONTRACT**

23 113. The allegations of the previous paragraphs are incorporated herein by
24 reference.

25 114. At all relevant times, JGD had, has, and continues to have a valid contract
26 with its franchisor DPF Alternatives.
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1 115. As part of the negotiation to become an approved vendor for DPF
2 Alternatives, Defendants had knowledge of these franchising agreements between JGD and
3 DPF Alternatives.

4 116. Defendants intentionally and improperly interfered with these contracts by
5 inducing and/or coercing JGD to fail to perform terms of their franchising agreements with
6 DPF Alternatives and failing to maintain the high-quality service required to be a DPF
7 Alternatives franchisee as a direct result of Defendants' interference with the franchisees.

8 117. JGD has suffered and will continue to suffer damages as a result of
9 Defendants' interference with JGD's agreement with DPF Alternatives.

10 118. Defendants' wrongful conduct was willful, deliberate, malicious, and
11 intended to injure JGD. Accordingly, JGD is also entitled to punitive damages in amounts
12 yet to be determined.

13
14 **REQUEST FOR RELIEF**

15 WHEREFORE, Plaintiff JGD prays judgement against Defendants, jointly and
16 severally, as follows:

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18 A. That Defendants are held to have falsely marked upon, or falsely affixed to,
19 unpatented articles and processes sold and offered by Defendants the word
20 "patent" or other words importing that the articles or processes are patented, for
21 the purpose of deceiving the public;
- 22 B. That Defendants are held to have falsely used in advertising, in connection with
23 unpatented articles and processes sold and offered by Defendants, the word
24 "patent" or other words that the articles or processes are patented, for the purpose
25 of deceiving the public;
- 26 C. That Defendants are held to have possessed unlawful monopoly power in the
27 distinct submarket for DPF re-coring equipment and other economically relevant
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1 markets, or that there has been a dangerous probability Defendants achieving
2 unlawful monopoly power in the distinct submarket for DPF re-coring
3 equipment and other economically relevant markets;

4 D. Award DPF JGD its damages sustained from Defendants' unlawful patent
5 marking, false advertising, and unlawful monopoly power in amount determined
6 at trial;

7 E. Award JGD treble damages it sustained, and the cost of suit, including
8 reasonable attorneys' fees;

9 F. Award JGD compensatory damages from Defendants' breach of contract;

10 G. Rescind all agreements between JGD and Defendants and return JGD to its
11 status quo ante the agreements;

12 H. Award JGD punitive damages as provided under Texas law;

13 I. Entry of an injunction enjoining Defendants, its officers, directors, employees,
14 agents, licensees, subsidiaries and affiliated companies, successors and assigns,
15 and any and all persons in active concert or participation with any of them, from:

16 a. Engaging in any conduct suggesting or tending to suggest that any
17 product or service promoted, advertised, performed, or offered for sale by
18 Defendants is protected by a valid and subsisting patent; and

19 b. Conveying the impression to the public through communications,
20 displays, advertising, packaging or otherwise that any product or service
21 offered by Defendants is protected by a valid and subsisting patent;

22 J. Award any other legal or equitable remedies to which JGD be entitled,
23 including all remedies provided for in 15 U.S.C. § 1117(a) and Texas state law, and under
24 any other Texas state statutory or common law;

25 K. Award JGD interest and post-judgment interest; and

26 L. Award such other and further relief as this Court deems just and proper.
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JURY DEMAND

Plaintiff seeks a trial by jury on all matters triable.

Date: January 5, 2024

By: /s/ Erik Osterrieder

Erik Osterrieder
KEARNEY, MCWILLIAMS & DAVIS
55 Waugh Drive, Suite 150
Houston, TX 77007
Tel: (713) 201-0303
eosterrieder@kmd.law

Michael B. Marion (*pro hac vice*
forthcomming)
BYCER & MARION
7220 N. 16th Street, Suite H
Phoenix, Arizona 85020
Tel: (602) 944-2277
michael@bycermarion.com

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