

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
(Roanoke Division)

IRON HORSE TRANSPORT, LLC dba DPF
ALTERNATIVES OF ROANOKE,

Plaintiff,

v.

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

Defendants.

Civil Action No.: 7: 23cv00791

COMPLAINT

Plaintiff Iron Horse Transport, LLC dba DPF Alternatives of Roanoke, an Individual Franchisee of DPF Alternatives, LLC (“Plaintiff” or “Iron Horse”), by and through its undersigned counsel, brings this action against DET Diesel Emission Technologies, LLC (“DET”) and Synergy Catalyst, LLC (“Synergy”) (collectively “Defendants”) and alleges, on knowledge and to its own actions and otherwise upon information and belief, as follows:

PRELIMINARY STATEMENT

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

2. Beginning in 2021, Defendants heavily promoted and advertised that they had achieved patent protection on its technology and processes that it was offering to the

public, and in particular, targeting Iron Horse and other franchisees of DPF Alternatives, LLC (“DPF Alternatives”).

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

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

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

PARTIES

6. Iron Horse Transport, LLC dba DPF Alternatives of Roanoke, a franchisee of DPF Alternatives, LLC with its principal place of business located at 525 E. Washington Ave., Vinton, VA 24179.

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

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

9. Upon information and belief, Defendants operate under and use the assumed name “Recore.”

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

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

12. Upon information and belief, Defendants have comingled their business operations together, including their business assets such as their use and holding themselves out as “Recore” businesses.

13. Defendants are alter egos of each other and/or constitute a single business enterprise

JURISDICTION

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

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

16. Defendants also have contacts with the Commonwealth of Virginia arising from the acts forming the basis of Iron Horse’s claims.

VENUE

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

BACKGROUND FACTS

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

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

20. The diesel particulate matter in the exhaust contains carbon compounds that have not burned because of local low temperatures where the diesel fuel is not fully atomized. These local low temperatures occur at the cylinder walls of the engine and at the surface of large droplets of fuel. In turn, the fuel can turn into a carbon deposit at these low temperature areas.

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

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

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

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

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

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

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

28. Iron Horse is provided equipment, training, and other resources by DPF Alternatives to provide DPF Alternatives' services and products for servicing DPF units.

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

STATEMENT OF THE CLAIM

A. Defendants make false representations to induce Iron Horse to enter into an illegal franchising agreement.

30. On or about July 2021, Iron Horse contacted by Peter Lambe, a sales representative from "Recore," the trade name of Defendants.

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

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

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

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

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

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

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

38. To induce Iron Horn to enter into the franchising agreement, Defendants affirmatively represented that the Recore equipment and processes were protected by an issued U.S. Patent.

39. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that the Recore equipment and process could service selective catalytic reduction (SCR) units, which are also part of the exhaust system.

40. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that Iron Horse would receive a protected territory for Iron Horse's use of the Recore equipment and process.

41. The protected territory would be a radius of three hours from Iron Horse's facility.

42. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that Iron Horse would be permitted to return the Recore equipment and terminate the relationship with Defendants if Iron Horse was not satisfied with the Recore equipment for a full refund of all amounts paid to Defendants.

43. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that Iron Horse would receive access to national accounts for servicing equipment for Recore.

44. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that Iron Horse would have access to qualified, professional sales assistance if the Iron Horse was not generating enough sales to justify the purchase of Recore equipment.

45. Instead of providing the equipment as a vendor, Defendants used its false statements to induce Iron Horse into signing a long-term “master service agreement” and “financing agreement” before Defendants would provide the Recore equipment and technology to Iron Horse.

46. To induce Iron Horse to enter into the franchising agreement, Defendants affirmatively represented that Iron Horse would market Iron Horse under its “DPF Alternatives of Roanoke” name on the Recore website.

47. Instead of marketing Iron Horse as “DPF Alternatives of Roanoke” on the Recore website, Defendants marketed Iron Horse as “Recore Virginia,” a fictitious name not associated with Iron Horse. Despite repeated requests, Defendants have refused to change the of Iron Horse’s listing on Recore’s website to reflect its proper business name.

B. The “Master Services Agreement”

48. On or about August 15, 2022, Iron Horse signed an agreement with Defendant DET nominally labeled as a “Master Services Agreement.”

49. The “Master Services Agreement” included a license of Defendants’ trademarks to Iron Horse and any use of Defendants’ Equipment, defined as “equipment

designed for use in connection with the extraction of [DPF cores],” was subject to the license of the trademark rights.

50. The “Master Services Agreement” required Iron Horse to “rent” Recore equipment from an authorized “Third Party Owner approved by DET,” whereby Defendants would sell the Recore equipment to the Third-Party Owner, who then would rent the Recore equipment to Iron Horse. Ultimately, Defendants made a direct referral to “their finance company” as the Third-Party Owner.

51. The “Master Services Agreement” required Iron Horse to only use the Recore equipment subject to the terms of the “Master Services Agreement.”

52. The “Master Services Agreement” required Iron Horse to attend and abide by formal training programs provided by Defendants to use and operate the Recore equipment and services.

53. The “Master Services Agreement” provided for the provision of an operating manual concerning the use and operation of the Recore equipment and services. Iron Horse was required to abide by all terms, conditions, procedures and requirements of DET’s manual provided to Iron Horse.

54. The “Master Services Agreement” provided for the furnishment of management and marketing advice of the Recore equipment and services to Iron Horse.

55. The “Master Services Agreement” provided for the identification of locations where Iron Horse would provide its services.

56. The “Master Services Agreement” provided for how Iron Horse would service Recore equipment.

57. The “Master Services Agreement” provided for minimum payments Iron Horse would have to pay to Defendants, either directly or through a designated intermediary.

58. Based on these and other terms, the agreements between Defendants and Iron Horse are not a simple licensing agreement, but instead illegal franchising agreements, as defined under state and federal law, as the agreements (a) granted the Iron

Horse a license to the Recore trademarks; (b) exercised significant control over Iron Horse's operation of the business and provided significant assistance to Iron Horse; and (c) required payments to Defendants well in excess of \$500.

C. Iron Horse Learns the Falsity of Defendants' Material Representations

59. After agreeing to the franchising agreement, Iron Horse learned that Defendants did not have any issued patents, let alone a patent that covered the Recore equipment and processes.

60. After agreeing the franchise agreement, Iron Horse learned that the Recore equipment and process could not service selective catalytic reduction (SCR) units.

61. After agreeing the franchise agreement, Iron Horse learned that Recore would not provide Iron Horse with an exclusive territory and reserved the right to establish additional Recore franchisees within Iron Horse's territory.

62. After agreeing the franchise agreement, Iron Horse learned that Defendants refused to agree to terminate the relationship with Iron Horse and that Defendants refused to accept returned equipment.

63. After Iron Horse signed the franchising agreement with Defendants, Defendants were unresponsive to Iron Horse's phone calls concerning technical questions and order processing for materials and supplies.

64. After Iron Horse had signed the franchising agreement with Defendants, Defendants were unresponsive to making sales calls in Iron Horse's markets of operation to supply them with the national accounts.

65. After Iron Horse had signed the franchising agreement with Defendants, Defendants would publicly criticize and disparage the technology DPF Alternatives was using as a brand within the industry.

D. Defendants' Conduct During the Franchising Agreement

66. In addition to the above representations, Defendants continued making false statements during the course of the agreement.

67. Defendants also promised that Defendants would make Iron Horse's cleaning equipment and process the only approved process to service Defendants' Recore DPFs. Defendants did not, and have not, made DPF Alternatives' cleaning equipment and process the only approved process to service Defendants' Recore DPFs.

68. After Iron Horse had signed the franchising agreement with Defendants, Defendants further misrepresented to Iron Horse that unless the Iron Horse purchased additional expensive cleaning equipment, Defendants would not allow them to offer or honor the Defendants' warranty on its Recore products.

69. As a result of these actions, Iron Horse was unable to conduct the duties they committed to in their Franchise Agreement with DPF Alternatives. The language in the Defendants' contract they signed, along with the criticism they received from Defendants regarding DPF Alternatives, and unresponsiveness of Defendants to supply them with technical help, supplies required to use the Defendants' equipment, and failure to provide national accounts all worked to greatly reduce Iron Horse's ability to generate the revenue needed to sustain their Recore business.

70. Defendants' onerous terms of its franchising agreements with Iron Horse, including excessive payments for the unpatented "Recore" equipment, jeopardized the solvency of Iron Horse.

71. Iron Horse has been directly harmed through Defendants' actions.

72. Iron Horse was coerced into violating the terms of their franchising agreements with DPF Alternatives at the direction, insistence, and/or threats of Defendants.

73. Iron Horse has lost revenue due to Defendants' direct interference.

74. Iron Horse has been unable to transition to an alternative supplier of the same equipment due to the onerous franchising agreements Defendants coerced Iron

Horse to enter. Another supplier of the “re-coring” equipment and technology is ready and available to supply Iron Horse at prices that reflect the actual value of the equipment, rather than the value inflated by Defendants.

75. Additionally, Defendants have made direct threats to enforce their non-existent patent rights against Iron Horse should they even attempt to seek other suppliers for the re-coring equipment and technology.

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

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

78. Without the inventor’s permission, Defendants proceeded to commercialize the technology and equipment that Peter Lambe had viewed.

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

FIRST CLAIM FOR RELIEF
FALSE MARKING UNDER 35 USC § 292

80. The allegations of the previous paragraphs are incorporated herein by reference.

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

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

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

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

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

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

SECOND CLAIM FOR RELIEF

FALSE DESCRIPTIONS UNDER 15 USC § 1125 (LANHAM ACT § 43)

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

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

89. The false statements of fact made by Defendants have actually deceived or have the tendency to deceive a substantial segment of the audience for Defendants’ commercial advertisements and commercial statements.

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

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

92. Iron Horse has been injured as a result of the false statements made by Defendants.

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

94. Pursuant to 35 U.S.C. § 1125(a)(1), Defendants are liable to Iron Horse for the false statements of fact.

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

THIRD CLAIM FOR RELIEF

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

96. The allegations of the previous paragraphs are incorporated herein by reference.

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

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

99. Defendants have possessed monopoly power in the distinct submarket for DPF re-coring equipment, or there has been a dangerous probability of Defendants

achieving monopoly power in the distinct submarket for DPF re-coring equipment and other economically relevant markets.

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

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

102. DPF Alternatives has suffered antitrust damages as a result of Defendants' monopolistic actions.

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

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

FOURTH CLAIM FOR RELIEF
BREACH OF CONTRACT

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

106. Iron Horse entered into the "Master Service Agreement" with Defendants.

107. The Agreement provided Iron Horse exclusivity within a defined territory.

108. Defendants breached the Agreement by not providing an exclusive territory or permitting competing franchisees within the exclusive territory.

109. The Agreement provided that Iron Horse would be provided training and support by Defendants.

110. Defendants breached the Agreement by not providing training and support to Iron Horse.

111. The Agreement provided that Defendants would provide sales and support to Iron Horse including technical support and buyback of slow-moving inventory.

112. Defendants breached the Agreement by not providing technical support and buyback of slow-moving inventory.

113. The Agreement provided that Iron Horse would be permitted to terminate the Agreement upon Defendants' breach, notice and failure to cure.

114. Iron Horse has provided Defendants notice of Defendants' breach of the Agreement and Defendant has failed to cure the breach.

115. Defendants have refused to permit termination of the Agreement by refusing to accept the return of Defendants' equipment and permit Iron Horse to cease rental payments to the Third-Party Owner.

116. Iron Horse has suffered and will continue to suffer damages as a result of Defendants' breach of the Agreement.

117. Iron Horse is entitled to its reasonable attorneys' fees and costs under the Agreement.

FIFTH CLAIM FOR RELIEF
FRAUD IN THE INDUCEMENT

118. The allegations of the previous paragraphs are incorporated herein by reference.

119. Defendants made multiple misrepresentations regarding material terms of the agreements between Iron Horse and Defendants, including but not limited to (a) that the Recore equipment and processes were patented; (b) that Iron Horse would have an exclusive territory, and (c) that the Defendants would accept the return of the Recore

equipment if unsatisfied with the Recore equipment and cease further payments for the equipment.

120. Defendants made these material misrepresentations of facts for the purpose of inducing Iron Horse to enter into the franchising agreement with the Defendants.

121. The material misrepresentations were untrue as (a) Defendants had and have no issued patents; (b) Iron Horse has no exclusive territory and/or Defendants have stated they will permit other Recore franchisees within Iron Horse's territory; and (c) Defendants refuse to permit Iron Horse to return the equipment while requiring Iron Horse to continue payments for the equipment.

122. Iron Horse relied upon these material misrepresentations made by Defendants to induce Iron Horse to enter into agreements with Defendants.

123. Iron Horse would not have entered into the agreements with Defendants had it known about the truth of the statements before entering into agreements with the Defendants.

124. Iron Horse has suffered damages as a result of Defendant's fraudulent inducement of contract.

125. Defendants have enjoyed a pecuniary gain as a result of Defendants' fraudulent inducement of Iron Horse to enter into the agreements.

SIXTH CLAIM FOR RELIEF
TORTIOUS INTERFERENCE WITH CONTRACT

126. The allegations of the previous paragraphs are incorporated herein by reference.

127. At all relevant times, Iron Horse had, has, and continues to have a valid contract with its franchisor DPF Alternatives.

128. As part of the negotiation to become an approved vendor for DPF Alternatives, Defendants had knowledge of these franchising agreements between Iron Horse and DPF Alternatives.

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

130. Iron Horse has suffered and will continue to suffer damages as a result of Defendants' interference with Iron Horse's agreement with DPF Alternatives.

131. Defendants' wrongful conduct was willful, deliberate, malicious, and intended to injure Iron Horse. Accordingly, Iron Horse is also entitled to punitive damages in amounts yet to be determined.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Iron Horse prays judgement against Defendants, jointly and severally, as follows:

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

- D. Award DPF Iron Horse its damages sustained from Defendants' unlawful patent marking, false advertising, and unlawful monopoly power in amount determined at trial;
- E. Award Iron Horse treble damages it sustained, and the cost of suit, including reasonable attorneys' fees;
- F. Award Iron Horse compensatory damages from Defendants' breach of contract;
- G. Rescind all agreements between Iron Horse and Defendants and return Iron Horse to its status quo ante the agreements;
- H. Award Iron Horse punitive damages as provided under Virginia law;
- I. Entry of an injunction enjoining Defendants, its officers, directors, employees, agents, licensees, subsidiaries and affiliated companies, successors and assigns, and any and all persons in active concert or participation with any of them, from:
 - a. Engaging in any conduct suggesting or tending to suggest that any product or service promoted, advertised, performed, or offered for sale by Defendants is protected by a valid and subsisting patent; and
 - b. Conveying the impression to the public through communications, displays, advertising, packaging or otherwise that any product or service offered by Defendants is protected by a valid and subsisting patent;
- J. Award any other legal or equitable remedies to which Iron Horse be entitled, including all remedies provided for in 15 U.S.C. § 1117(a) and Virginia state law, and under any other Virginia state statutory or common law;
- K. Award Iron Horse interest and post-judgment interest; and
- L. Award such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff seeks a trial by jury on all matters triable.

Dated: December 7, 2023

Respectfully submitted,

By: /s/Michael B. Marion

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