

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

NEW WORLD INTERNATIONAL, INC.,	§	CIVIL ACTION NO.
and NATIONAL AUTO PARTS, INC.,	§	
	§	
Plaintiffs,	§	
v.	§	3:16-cv-01112-K
	§	
FORD GLOBAL TECHNOLOGIES, LLC,	§	
and FORD MOTOR COMPANY	§	
	§	A JURY IS DEMANDED
Defendants.	§	

**FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT**

New World International, Inc. (New World) and National Auto Parts, Inc. (National Auto Parts) (jointly Plaintiffs), for their First Amended Complaint for Declaratory Judgment against Ford Global Technologies, LLC (FGTL) and Ford Motor Company (Ford) (jointly Defendants), state and allege as follows:

**I. PARTIES**

1. Plaintiff New World is a corporation organized and existing under the laws of the State of Texas, with a principal place of business at 1720 E. State Highway 356, Irving, Texas, which is located in this judicial district.

2. Plaintiff National Auto Parts is a corporation organized and existing under the laws of the State of Texas, with a principal place of business at 1720 E. State Highway 356, Irving, Texas, which is located in this judicial district.

3. On information and belief, Ford Global Technologies, LLC (FGTL), is a corporation organized and existing under the laws of the State of Delaware with a principal office and principal place of business at 30600 Telegraph Road, Suite 2345, Bingham Farms, Michigan 48025. On information and belief, FGTL is a wholly owned subsidiary of Ford Motor

Company and manages intellectual property and technology commercialization matters for Ford Motor Company. FGTL has been served with an Original Complaint and has filed a Motion to Dismiss (Doc. 11) and Brief in Support (Doc. 12).

4. On information and belief, Defendant Ford Motor Company (Ford) is a Delaware corporation with its principal office located at 1 American Road, Dearborn, Michigan 48126. Ford is a company authorized to do and doing business in the State of Texas whose agent for service of process is CT Corporation Systems at 1999 Bryan Street, Suite 900, Dallas Texas 75201-3136.

## **II. JURISDICTION AND VENUE**

5. This Complaint arises under the Patent Laws of the United States, 35 U.S.C. § 100 et seq. and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, based upon an actual controversy between the parties to declare that certain design patents owned by FGTL and Ford are not infringed by Plaintiffs, and are invalid and unenforceable.

6. This Court has original jurisdiction over the subject matter of these claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. This Court has specific personal jurisdiction over FGTL because (a) FGTL has threatened to sue and has sued New World, and has threatened to sue, directly and/or indirectly, National Auto Parts, for alleged design patent infringement for selling automotive body repair parts allegedly covered by design patents owned by FGTL, (b) FGTL has entered into an exclusive license agreement with LKQ Corporation (LKQ), which is doing business in Texas on a substantial and regular basis, and the exclusive license agreement contemplates a continuing relationship between FGTL and LKQ beyond a royalty or cross licensing payment as described further herein, and (c) FGTL and LKQ as exclusive licensee of FGTL have engaged in multiple

extra-judicial efforts in and directed toward Texas against Plaintiffs in an effort to enforce the subject design patents and to protect the validity of the subject design patents such that the assertion of specific personal jurisdiction over FGTL in this district would not violate fair play and substantial justice as described further herein. Plaintiffs claim herein arises out of or relates to the above-described activities of FGTL and LKQ.

8. This Court has specific personal jurisdiction over Ford because (a) Ford has threatened to sue New World, and has threatened to sue, directly and/or indirectly, National Auto Parts, for alleged design patent infringement for selling automotive body repair parts allegedly covered by one or more design patents owned by Ford, (b) Ford and FGTL have entered into an exclusive license agreement with LKQ Corporation (LKQ), which is doing business in Texas on a substantial and regular basis, and the exclusive license agreement contemplates a continuing relationship between Ford, FGTL, and LKQ beyond a royalty or cross licensing payment as described further herein, and (c) Ford, FGTL, and LKQ as exclusive licensee of Ford and FGTL have engaged in multiple extra-judicial efforts in and directed toward Texas against Plaintiffs in an effort to enforce the subject design patents and to protect the validity of the subject design patents such that the assertion of specific personal jurisdiction over Ford in this district would not violate fair play and substantial justice as described further herein. Plaintiffs claim herein arises out of or relates to the above-described activities of Ford, FGTL, and LKQ.

9. This Court has General Jurisdiction over Ford because as described below, Ford's affiliations with this forum are so substantial, continuous, and systematic as to render Ford essentially at home in Texas. This Court has general jurisdiction over FGTL because FGTL is essentially a patent holding company for Ford, and due to the parent-subsidary relationship

between Ford and FGTL, the imposition of general personal jurisdiction over FGTL is reasonable and fair due to the general personal jurisdiction over Ford.

10. Venue is proper in this District under 28 U.S.C. §§ 1391 (b), (c), (d) and 1400 (b).

### **III. BACKGROUND**

#### **A. Ford and FGTL in Texas**

11. Ford has a strong historical connection to the State of Texas and to this Judicial District. On June 16, 1903, Henry Ford founded Ford in Dearborn, Michigan. Six years later, in 1909, Henry Ford came to Dallas, Texas and opened a two-man sales office. The first Ford assembly plant opened in Dallas at Canton and Williams in 1914. In 1925, the plant was moved to 5200 East Grand where it continued to operate until February 27, 1970. A decal stating "Built in Texas by Texans" was placed on the back window of each car. During World War II, 94,345 Jeeps and 6,286 military trucks were manufactured at the East grand Plant.

12. Although the Ford manufacturing plants are no longer operating in Texas, Ford continues to have a substantial, continuous, and systematic presence in Texas. On information and belief, Ford currently has a network of 256 authorized Ford Dealerships in Texas that service, solicit, and sell Ford vehicles to Texas residents. Texas has the most Ford dealerships in the nation, with no other state coming even close (the second ranked state, California, has 175). Four of the five Patents-in-Suit involve the F-150 Truck. In 2013, Ford sold 124,978 F-150 Trucks in Texas, which ranked Texas number one and accounted for 16.58% of F-150 sales. By contrast, the second ranked state, California, had only 6.18% of sales. On information and belief, Ford's sales of vehicles into Texas are substantial, continuous, and systematic.

13. On information and belief, Ford has a Dallas Regional Office located in Plano, Texas with 70 employees, a Ford Credit Business Center located in Irving, Texas with 154

employees, a High Velocity Center located in Fort Worth, Texas with 36 employees, a FCSD Regional Office located in Houston, Texas with 27 employees, and a High Velocity Center located in Houston, Texas with 38 employees.

14. On information and belief, Ford currently is licensed to do business in Texas and first made application for a permit to do business in Texas on January 29, 1910. It has filed at least 60 corporate documents with the Texas Secretary of State from January 29, 1910 to present including Application for Certificate of Authority, Application for Amended Certificate of Authority, Change of Registered Agent/Office, Assumed Name Certificate, Public Information Report, and Certificate of Assumed Business Name. Ford has appointed an agent for service of process in Texas.

15. Ford regularly litigates and defends cases in Texas.

16. On information and belief, Ford: finances Texas Ford dealers and consumers; promotes sales incentives and rebate programs with Texas dealers and consumers; enters into indemnity agreements with Texas dealers; certifies Texas dealers to perform repairs on Ford vehicles; trains Texas mechanics and technicians; provides procedures to follow when making repairs on Ford vehicles; sends Ford representatives into Texas to assist with warranty matters; sends Ford recall notices to Texas residents who own Ford vehicles regardless of whether the vehicle was purchased from a dealer; advertises in Texas through web sites, pop-up ads, television ads, radio ads, internet ads, and print ads; requires Texas dealers to advertise within specified Ford parameters; and requires Texas dealers to conform to Ford signage and appearance requirements.

17. Ford has entered into an exclusive licensing agreement with LKQ Corporation (LKQ) with regard to Ford design patents and LKQ Corporation does business in Texas on a regular and substantial basis.

18. On information and belief, FGTL is a wholly owned subsidiary of Ford and essentially acts as a patent holding company for Ford.

**B. Automotive Body Repair Parts and Design Patents**

19. Before the mid-1970s, automobile manufacturers such as Ford enjoyed a practical monopoly on automotive body repair parts. However, after increases in technology allowed third parties to create quality repair parts, the monopoly was broken, which resulted in substantially lower prices. Manufacturers such as Ford and its patent holding company FGTL then turned to design patents in an effort to regain the monopoly and charge higher prices.

**C. History of Design Patent Litigation over Automotive Body Repair Parts**

20. In the first case to reach the Federal Circuit regarding design patents on automotive repair parts, the Federal Circuit upheld a district court's denial of a preliminary injunction requested by Chrysler Corporation on a design patent on a repair part fender. In the Chrysler case, the Federal Circuit found, *inter alia*, that substantial questions were raised regarding the validity of the design patent due to its functional nature.

21. On December 6, 2005, FGTL filed a complaint in the International Trade Commission (ITC) against a number of companies for design patent infringement and these companies challenged the validity of the patents (Inv. No. 337-TA-557). An amended complaint was filed on December 12, 2005. The fourteen design patents asserted by FGTL were D496,890, D493,552, D497,579, D503,135, D496,615, D502,561, D492,044, D491,119, D503,912, D495,979, D492,801, D501,685, D489,299, and D489,658.

22. During the course of the ITC proceedings, FGTL dropped four patents from the proceeding. The dropped patents are D492,801 (Headlamp), D501,685 (Headlamp), D489,299 (Hood), and D489,658 (F-150 Side Mirror). The four patents that were dropped by FGTL from the ITC proceedings are four of the five patents included in this case. Of the design patents remaining in the ITC Action, three were invalidated based on the public use bar (D491,119, D503,912, D495,979) and the rest were found not to be invalid by the ITC and were found to be infringed. The ITC ruling was appealed to the Federal Circuit Court of Appeals. During the pendency of the appeal (on or about March 30, 2009), the parties entered into a settlement agreement whereby Ford and FGTL granted the primary defendant LKQ/Keystone an exclusive license to, inter alia, sell the Ford and FGTL patented parts. The Federal Circuit did not substantively review the ITC Order and the ITC order is not binding on a federal district court.

23. A second ITC Complaint was filed by FGTL on May 2, 2008 (Inv. No. 337-TA-651) concerning United States Design Patents D498,444 (front bumper fascia), D501,162 (front bumper fascia - GT), D510,551 (hood), D508,223 (fender), D500,717 (side view mirror), D539,448 (tail lamp), D500,969 (rear bumper fascia - base), and D500,970 (rear bumper fascia - GT). On or about March 30, while this case was pending, the parties entered into a settlement agreement (referred to in the paragraph above) and the investigation was terminated.

24. Ford and FGTL then continued to threaten companies such as New World with patent infringement for selling automotive repair parts. The patent infringement threats made by Ford and FGTL included United States Design Patents D492,801 (F-150 Headlamp) (Ex. 1), D501,685 (F-150 Headlamp) (Ex. 2), D489,299 (F-150 Hood) (Ex. 3), D489,658 (F-150 Side Mirror) (Ex. 4), and D607,785 (Vehicle Lower Grille) (Ex. 5) (Patents-in-Suit). FGTL is assignee of D492,801, D501,685, D489,299, and D489,658, and Ford Motor Company is

assignee of D607,785. In response to these threats, the Automotive Body Parts Association (ABPA) brought suit against FGTL in the Eastern District of Texas (EDTX) based on association standing. The ABPA lawsuit sought to invalidate the FGTL design patents with the defenses of functionality and patent exhaustion. FGTL attempted to dismiss the ABPA Lawsuit due to lack of associational standing, but the motion was denied.

25. FGTL then brought a motion to transfer venue. A magistrate judge issued a report and recommendation (R&R) that the case should be transferred to the Eastern District of Michigan (EDMI), and ABPA filed extensive written objections and a motion to consider supplemental evidence for a de novo review of the R&R. The objections were based, *inter alia*, on the failure to consider evidence and witnesses in and near the EDTX and the failure to consider inconvenience to ABPA's witnesses. While the objections were pending, the magistrate judge became a district court judge and ordered the transfer. The order of transfer makes no reference to the objections. ABPA is challenging the court's right to conduct a de novo review of its own R&R.

26. Before ABPA filed motions challenging the order of transfer, the case file was transferred by the clerk to the EDM I prior to the twenty-one day waiting requirement mandated by the EDTX local rules. ABPA's position is that the premature transfer is void. The EDTX court stated that its order directed the clerk to transfer the case "immediately," but the transfer order does not say "immediately" and does not include any other temporal term. ABPA filed a petition for writ of mandamus based on procedural issues, which was denied by the Federal Circuit. ABPA then filed a writ of certiorari to the United States Supreme Court, which currently is pending.



27. On January 29, 2015, FGTL filed suit against New World, Auto Lighthouse Plus, LLC, and United Commerce Centers, Inc. in the EDMT for alleged patent infringement and willful patent infringement. The nine patents included in the lawsuit are D493,552 (Vehicle Headlamp), D501,685 (Vehicle Headlamp), D496,890 (Vehicle Grill), D489,299 (Vehicle Hood), D493,753 (Vehicle Hood), D498,444 (Front Bumper Fascia), D501,162 (Front Bumper Fascia), D510,551 (Hood), and D539,448 (Vehicle Taillamp). After ABPA pointed out that inclusion of the two patents involved in the ABPA Lawsuit (D489,299 and D501,685) could be considered by the EDTX court in the EDTX case transfer analysis, FGTL filed an amended complaint and dropped these two patents from the case.

28. On March 30, 2015, Auto Lighthouse, which has a registered office address in the EDTX, then filed suit over the two dropped patents (D489,299 and D501,685) in the EDTX. In the "related case" section of the civil cover sheet, Auto Lighthouse properly referenced Judge Mazzant and the ABPA Lawsuit, virtually assuring that Judge Mazzant would be assigned the case for judicial economy purposes.

29. On April 14, 2015, New World and NAP filed suit against FGTL in the NDTX over the two dropped patents (D489,299 and D501,685). The case was filed in the NDTX because, inter alia, this is where New World and NAP have their principal place of business. After this case was filed, for litigation efficiency and judicial economy reasons, and for other reasons unrelated to the particular Judges assigned to the cases, Auto Lighthouse did not request service in the case filed in the EDTX.

30. FGTL filed a motion to dismiss for lack of personal jurisdiction in the NDTX case and the motion was granted. New World and NAP filed a motion for leave to amend the

complaint, which was denied. The case then was appealed to the Federal Circuit Court of Appeals and the appeal is pending.

31. The instant case was filed on April 25, 2016.

**D. The Ford and FGTL Exclusive Licensing Agreements with LKQ**

32. Ford, FGTL, and LKQ have entered into exclusive license agreements related to the Patents-in-Suit. The exclusive license agreements create continuing relationships between Ford, FGTL and LKQ with regard to the enforcement and defense of the Patents-in-Suit and the marketing rights of LKQ. The exclusive licensing agreements currently are under an "attorney eyes only" designation so the relevant paragraphs will be referred to only by paragraph number. A motion will be made to file the exclusive license agreements under seal.

33. The first exclusive licensing agreement was entered into between FGTL, Ford, and LKQ and has an effective date of April 1, 2009 (2009 Agreement). In the 2009 Agreement, FGTL and Ford are defined and collectively referred to as "Ford." The second exclusive licensing agreement was entered into by FGTL and LKQ and has an effective date of October 1, 2011 (2011 Agreement). The 2009 and 2011 Agreements are substantively similar, but the term "Ford" is replaced with the term "FGTL" in many places in the 2011 Agreement.

34. The 2009 and 2011 Agreements establish joint and continuing obligations by and between FGTL, Ford, and LKQ to cooperate in the enforcement and defense of the Ford and FGTL design patents. The Agreements also contains marketing restrictions placed on LKQ. The relevant language is contained in the following paragraphs of the licensing agreements: 2.2, 6.2, 7.1, 8.1, 8.2, 9.2, 9.3, 9.4, 9.6, 9.8, and 10.1

**D. Patent Enforcement and Protection Efforts by FGTL, Ford, and LKQ**

46. Ford and FGTL sent a cease desist letter to New World on or about September 28, 2011. The letter stated, inter alia, that "[w]e have successfully enforced our patents before the United States International Trade Commission" and that "Ford has granted LKQ Corporation the exclusive right to import and sell aftermarket products covered by the patents in Attachment B." The letter further states "LKQ has informed Ford that neither they, nor their distributors, have provided authorized products to New World International" and "[a]uthorized parts should have a red sticker saying "Non-Original Equipment Aftermarket". The letter stated "we ask that you immediately cease and desist from offering for sale, selling or importing products that infringe the patents in Attachment B."

47. The cease and desist communications from Ford and FGTL (including emails and letters sent to New World in Texas) regarding Ford and FGTL design patents (including the Patents-in-Suit) continued through and including November 13, 2013. The cease and desist communications include a letter sent by LKQ to New World in Texas stating: "I am writing on behalf of LKQ Corporation regarding the recent "cease and desist" letter delivered to your company by Damian Porcari of Ford;" "[a]s Mr. Porcari stated in his letter, we are contacting you regarding the proper disposal of your inventory that violates Ford design patents;" "[w]e attempted to contact you by telephone without success;" and "[p]lease call me at the number below to review the details of your inventory, so we can determine the most prudent disposal method."

48. LKQ Corporation has been purchasing repair part distributors that compete with LKQ in the United States. On information and belief, due to these acquisitions, LKQ currently has approximately seventy percent of the market for automotive body repair parts in the United States.

49. On information and belief, LKQ uses its market power and its exclusive license agreements with Ford and FGTL to stop the supply of repair parts to Plaintiffs. On information and belief, LKQ has contacted and communicated with parts suppliers of New World to warn the suppliers not to supply any patented parts to New World or LKQ will not purchase repair parts from the suppliers. On information and belief, some of the repair parts suppliers, including those that in the past either have supplied, or are capable of supplying, repair parts covered by the Patents-in-Suit, have offices and distribution facilities in Texas and in this judicial district. These contacts and communications by LKQ with these suppliers were intended to prevent Plaintiffs from obtaining parts in Texas from these suppliers and in this Judicial District. On information and belief, the communications from LKQ either were made into Texas and/or were made outside of Texas with the intent that the communication would be forwarded into Texas to the supplier's location in Texas. On information and belief, LKQ's actions in contacting the suppliers to prevent the suppliers from selling patented parts to Plaintiffs, including the parts covered by the Patents-in-Suit, was done in cooperation with FGTL and under LKQ's joint continuing contractual obligations with FGTL in the State of Texas.

50. In early to middle March of 2015, Rob Wagman (Wagman), the President and CEO of LKQ, telephoned the vice-president of New World, Joseph Tsai (Tsai), in Irving, Texas. Wagman and Tsai talked about the lawsuit going on between FGTL and the ABPA. Wagman mentioned that he also knew there was a lawsuit between FGTL and New World. Wagman explained that FGTL had a huge litigation budget and the lawsuit would be extremely expensive for New World. Wagman explained that as long as they dropped the lawsuit and stopped selling the Ford items, that's all that FGTL wanted. Tsai called Wagman back the following week to tell him New World had no interest.

51. On or about June 3, 2015, Victor Casini (Casini), the senior vice president, general counsel and corporate secretary of LKQ called Tsai in Irving, Texas. Casini explained he knew that FGTL and the ABPA were in a lawsuit and that New World was involved. Casini explained LKQ was the exclusive licensed aftermarket distributor for FGTL parts and asked if New World would be willing to drop its lawsuit if LKQ were willing to sell to New World. The telephone conversation was followed by two emails sent to Tsai in Texas by Casini regarding pricing.

52. On March 16, 2015, in a Sur-Reply filed in Case No. 4:13-CV-00705, United States District Court, Eastern District of Texas (Doc. #90, p. 1, ¶4), FGTL stated:

Indeed, the ABPA goals are not fully aligned with the interests of even member New World – who unlike the ABPA is subject to treble damages for willful infringement and may wish to resolve the litigation through settlement. The ABPA, however, would lose any associational standing to maintain this suit if the infringement defendants settle. The lack of a decision-maker about the infringement is a significant reason that Ford Global was forced to directly bring suit against the three related infringers to stop the infringement. (emphasis in original).

53. The contacts and communications from LKQ to New World into Texas indicate that LKQ is acting in concert with FGTL to threaten and intimidate New World into dropping the ABPA v. FGTL case, settling the case wherein FGTL had sued New World, and to stop selling the FGTL patented parts so that ABPA would potentially lose associational standing to challenge the validity and enforceability of the FGTL design patents in the case where ABPA sued LKQ.

54. An officer of LKQ also has contacted an officer of New World to inquire whether LKQ can purchase New World. If LKQ buys New World, then ABPA would potentially lose associational standing to challenge the validity and enforceability of the FGTL design patents in the case where ABPA sued LKQ.

55. As part of its continuing effort to prevent Plaintiffs from obtaining FGTL patented parts in Texas, including the parts covered by the Patents-in-Suit, LKQ has refused to sell the patented parts to Plaintiffs unless Plaintiffs also purchase at least 50% non-patented items with the 50% patented items. LKQ now has refused to sell Ford patented parts to New World.

56. The cooperative actions of FGTL and LKQ in instructing parts suppliers not to supply Plaintiffs with certain parts in Texas has harmed Plaintiffs' ability to purchase and sell the patented parts and also has harmed Plaintiffs ability to sell other parts that normally would be sold to a customer if Plaintiffs had the ability to sell the patented parts. For example, if repair of a Ford F-150 Pickup Truck requires a hood and/or headlamp and Plaintiffs are unable to supply the hood and/or headlamp, then Plaintiffs are more likely to lose the complete repair business because repair shops have a reluctance to buy parts piece meal from different suppliers.

57. LKQ is doing business in the State of Texas and in this judicial district on a regular and substantial basis.

#### **IV. COUNT I.**

##### **REQUEST FOR DECLARATORY JUDGMENT**

58. New World and National Auto Parts repeat and reallege each of the allegations in the preceding paragraphs as if fully set forth herein.

59. Ford and/or FGTL have accused New World of infringing and willfully infringing the Patents-in-Suit. Ford and/or FGTL have accused National Auto Parts, directly and/or indirectly, of infringing and willfully infringing the Patents-in-Suit. New World and National Auto Parts assert that they are not infringing the Patents-in-Suit because, *inter alia*, the Patents-in-Suit are invalid and unenforceable.

60. There is an actual, substantial, immediate, and continuing controversy between New World and National Auto Parts, and Ford and FGTL regarding Ford's and FGTL's assertion of the Patents-in-Suit. A declaration of rights is both necessary and appropriate to establish that New World and National Auto Parts are not committing patent infringement and willful patent infringement by offering for sale and selling automotive body repair parts allegedly covered by the Patents-in-Suit. This action seeks a declaration that the Patents-in-Suit are invalid and/or unenforceable under 35 USC §§ 102, 103, 112 and/or the doctrines of patent exhaustion and/or functionality and/or patent misuse and are not infringed or willfully infringed by New World and National Auto Parts.

61. New World and National Auto Parts are being injured by Ford's and FGTL's threats of patent infringement and assertion of the Patents-in-Suit.

62. The requested relief can redress the injury being suffered by New World and National Auto Parts. A declaratory judgment of patent invalidity, patent unenforceability, and patent non-infringement regarding the Patents-in-Suit and an injunction preventing Ford and FGTL from enforcing such design patents will permit New World and National Auto Parts to purchase, offer for sale, and sell automotive body repair parts for Ford Motor Company automobiles without the threat or potential consequences of design patent infringement litigation.

#### **V. PRAYER FOR JUDGMENT AND RELIEF**

WHEREFORE, New World and National Auto Parts respectfully request the Court enter judgment as follows:

A. Declaring that United States Design Patents D492,801 (F-150 Headlamp), D501,685 (F-150 Headlamp), D489,299 (F-150 Hood), D489,658 (F-150 Side Mirror), and D607,785 (Vehicle Lower Grille) directed toward automotive body repair parts are invalid, unenforceable,

and are not infringed or willfully infringed by New World and National Auto Parts;

B. Permanently enjoining Ford and FGTL from enforcing or attempting to enforce the Patents-in-Suit directed toward automotive body repair parts against New World and National Auto Parts;

C. An award of costs of suit to New World and National Auto Parts; and

D. Such other and further relief as the Court deems proper and just.

## **VI. DEMAND FOR JURY TRIAL**

Plaintiffs New World and National Auto Parts, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, demands a trial by jury on all issues triable by right by a jury.

Respectfully submitted,

/s/ Robert G. Oake, Jr.

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## **CERTIFICATE OF SERVICE**

On June 14, 2016, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or *pro se* parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5 (b)(2).

/s/ Robert G. Oake, Jr.

Robert G. Oake, Jr.

Attorney for Plaintiffs