

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

BE TOPNOTCH WYOMING, LLC,

Plaintiff,

v.

MY WEDDING WORKBOOK, LLC D/B/A
PLANNING POD,

Defendant.

PATENT

PATENT Civil Action No. _____

**ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT**

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, Be TopNotch Wyoming, LLC. (“Be TopNotch” or “Plaintiff”), through its undersigned attorneys, sues Defendant, My Wedding Workbook, LLC d/b/a Planning Pod (“Planning Pod”), and alleges:

NATURE OF THE ACTION

1. This is an action for infringement of U.S. Patent No. 9,373,104 (“the ’104 patent”), arising under the patent laws of the United States, Title 35, United States Code, 35 U.S.C. §§ 271 and 281. This action relates to the unauthorized making, using, offering for sale, selling, and/or importing of unauthorized products that infringe the claims of the ’104 patent. As set forth herein, Plaintiff brings this action to enjoin Defendant from infringing the ’104 patent, and to recover all damages associated with the infringement of the ’104 patent, including attorneys’ fees and costs.

PARTIES

2. Be Topnotch is a corporation organized and existing under the laws of the State of Wyoming, with its principal place of business at 1712 Pioneer Avenue, Suite 115, Cheyenne, Wyoming 82001.

3. Upon information and belief, Planning Pod is a corporation organized and existing under the laws of the State of Colorado, having a principal place of business and its headquarters at 9457 S University Blvd #314, Highlands Ranch, CO 80126.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, 35 U.S.C. §§ 100, *et seq.*, and this Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a). Venue is proper in this Court under 28 U.S.C. §§ 1391 and 1400(b).

5. Upon information and belief, this Court has personal jurisdiction over Planning Pod, because, *inter alia*, Planning Pod is incorporated in this district and has its registered agent in this district.

6. Upon information and belief, Planning Pod regularly and continuously transacts business within the State of Colorado, including availing itself of the privilege of conducting business in the State of Colorado by developing, manufacturing, marketing, and/or selling its Planning Pod products there for use by Colorado citizens. Upon information and belief, Planning Pod derives substantial revenue from its sales including residents in the State of Colorado. For instance, Planning Pod offers its products for sale online to customers, including customers in Colorado.

7. Upon information and belief, Planning Pod will directly and/or through its employees or agents, and/or its customers, uses products, as defined below, that contain each and every element of at least one claim of the '104 patent with the knowledge and/or understanding

that such products are used or will be used in this District. For example, Defendant offers the accused product to customers in Colorado through its website. *See id.* Upon information and belief, Defendant has engaged in substantial and not isolated activity within the district. For these reasons, exercise of jurisdiction over Defendant is proper and will not offend traditional notions of fair play and substantial justice.

8. Regarding at least some of its activities, Defendant solicits business from and markets its products to consumers within Colorado by providing a product that is a computer implemented method for sharing photos and/or videos related to an event, as described in the '104 patent.

9. In addition to Defendant's continuously and systematically conducting business in Colorado, the causes of action against Defendant are connected (but not limited) to Defendant's purposeful acts committed in the State of Colorado including Defendant's use of a computer implemented method for sharing photos and/or videos related to an event, as described in the '104 patent.

10. Defendant is a company that has a regular and established presence in the district and makes and uses a computer implemented method for sharing photos and/or videos related to an event.

11. For the reasons set forth above, venue is proper in this judicial district under 28 U.S.C. § 1400(b) because Defendant has committed acts of infringement and has a regular and established place of business in this District.

BACKGROUND

12. On June 21, 2016, the USPTO duly and legally issued the '104 patent, entitled "Assign Photographers on an Event Invite and Automate Requesting, Uploading, and Sharing of Photos and Videos for an Event" after a full and fair examination. *See* Exhibit A.

13. Be TopNotch is presently the owner of the patent, having received all right, title and interest in and to the '104 patent from the previous assignee of record. Therefore, Be TopNotch, as the owner of the entire right, title and interest in the '104 patent, possesses the right to sue for infringement of the '104 patent to recover past and present damages, as well as seek an injunction or reasonable royalties against future infringement.

THE '104 PATENT

14. The '104 patent contains a total of twenty-nine (29) claims: four (4) independent claims and twenty-five (25) dependent claims.

15. The '104 patent claims a computer implemented method for sharing photos and videos related to an event through a central location.

16. Defendant commercializes, inter alia, photo and video sharing software for devices that include each and every element and/or performs each and every step of at least one claim of the '104 patent

17. The '104 patent will expire no earlier than July 30, 2034.

18. The '104 patent discloses and claims, in part, an invention for “requesting, uploading, and sharing photos and videos taken using a computer device.” *See* Exhibit A at Col. 14, lines 46-48. The invention disclosed and claimed in the '104 patent solved at least one technical issue by allowing the integration of a calendar and photo sharing function of a computer device to allow requesting, taking, sharing, and managing, photos or videos to an event. *See id.* at Col. 14, lines 48-51. As such, the invention disclosed and claimed in the '104 patent represents a technical solution to a problem associated with obtaining photos and/or videos and sharing these photos and/or videos online.

19. Furthermore, the combination of elements – the software solution – produces a system that allows for users to coordinate between event owners and photographer invitees. *See*

id. at Col. 14:46 – Col. 15:23. The software solution allows for coordination between owners and photographers, as well as sharing between owners and other individuals within a computing environment. *See id.* at Col. 16:8-46.

INFRINGEMENT BY PLANNING POD AND ITS CUSTOMERS

20. The accused products include, but are not limited to, Planning Pod’s Planning Pod Connect product (“the Accused Product”). Planning Pod instructs its customers to install the Accused Product on computer devices and use the Accused Product in accordance with the invention described and claimed in the ’104 patent. This constitutes direct infringement by Planning Pod’s customers and indirect infringement by Planning Pod. *See* Exhibit B. Furthermore, Planning Pod directly infringes as it has, upon information and belief, tested and used the software. Furthermore, Planning Pod hosts the software, upon information and belief and therefore performs all of the steps of the claimed methods when its customers use its online software. *See* Exhibit 2.

21. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product has all of the elements recited in claim 1 of the ’104 patent. *See, generally,* <https://www.planningpod.com/event-management-software.cfm>.

22. Specifically, the Accused Product comprises a computer-implemented method for sharing photos and/or videos related to an event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-management-software.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>. The customer implementing this method on a computer device, as instructed by Planning Pod, shares photographs taken during the pre-event, the event, and the post-event periods of an event. *See* Exhibit B; *see also* <https://www.planningpod.com/online-file-sharing.cfm>.

23. When customers use the Accused Product on a computer device as instructed by Planning Pod, the customer creates an event, using said computer, wherein said event is to be photographed and/or video recorded. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;

<https://www.planningpod.com/wedding-event-planning-software.cfm>.

24. When customers use the Accused Product on a computer device as instructed by Planning Pod, the customer sends invitations for said event to one or more invitees using said computer, wherein said invitations include a request to take photos and/or videos of said pre-event, event, and post-event. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;

<https://www.planningpod.com/wedding-event-planning-software.cfm>;

<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;

<https://www.planningpod.com/vendor-management-for-events.cfm>;

<https://www.planningpod.com/vendor-management-for-events.cfm>.

25. When customers use the Accused Product on a computer device as instructed by Planning Pod, the Accused Product allows uploading of photographs and/or videos of events. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;

<https://www.planningpod.com/wedding-event-planning-software.cfm>;

<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;

<https://www.planningpod.com/vendor-management-for-events.cfm>;

<https://www.planningpod.com/vendor-management-for-events.cfm>. Accordingly, the Accused Product allows customers to attach to the event a request to share photographs that are taken during the pre-event, post-event, and event periods.

26. Furthermore, the computer device with the Accused Product allows customers to a customer to receive an acceptance from one or more of said invitees and the RSVP allows for

acceptance of sharing photos taken at an event. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

27. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows a customer to receive an acceptance to take photos. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

28. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows for sending invitations for said event to one or more invitees using said computer, wherein said invitations include a request to take photos and/or videos of said pre-event, event, and post-event. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

29. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows a customer to receive an

acceptance from one or more of said invitees to take photos and/or videos during said event and assigning one or more of said accepting invitees as photographers. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

30. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows a customer to define pre-event and post-event periods and to send to an assigned photographer, via the computer, a request to take photos during said pre-event period. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>.

31. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows a customer to send to an assigned photographer, via said computer, a reminder to take photos during the pre-event period and the event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>.

32. When customers use the Accused Product on a computer device as instructed by Planning Pod, the computer device with the Accused Product allows a customer to send to an assigned photographer, via said computer, a reminder to take photos during the post-event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>.

33. When customers use the Accused Product on a computer device as instructed by Planning Pod, the Accused Product allows uploading of photographs of events. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>. In addition, the Accused

Product allows for sending requests and emails to constituents. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>. Accordingly, the Accused Product allows customers to attach to the event a reminder to share photographs that are taken during the pre-event, post-event, and event periods. *See* Exhibit B; *see also* <https://www.planningpod.com/event-task-management.cfm>. The customer implementing this method on a computer device, as instructed by Planning Pod, shares photographs taken during the pre-event, the event, and the post-event periods of an event. *See* Exhibit B; *see also* <https://www.planningpod.com/online-file-sharing.cfm>.

34. As shown in paragraphs 1-33 above, the Accused Product as installed on a computer device contains all of the elements of at least claim 1 of the '104 patent. Defendant's Accused Product is enabled by invention described and claimed in the '104 patent.

35. Upon information and belief, Planning Pod has tested and uses the Accused Product on a computer device and as such the device with the Accused Product has all of the elements recited in claim 1 of the '104 patent. *See, generally,* <https://www.planningpod.com/event-management-software.cfm>. Furthermore, when Planning Pod's customers use its online software, Planning Pod is performing each and every step of the claimed method at the request of its customers. Therefore, the assertions made below also cover Planning Pod's direct infringement due to its customer's use of the online software.

36. Specifically, the Accused Product comprises a computer-implemented method for sharing photos and/or videos related to an event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-management-software.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>. The customer implementing this method on a computer device, as instructed by Planning Pod, shares photographs taken during

the pre-event, the event, and the post-event periods of an event. *See* Exhibit B; *see also* <https://www.planningpod.com/online-file-sharing.cfm>.

37. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for creating an event, using said computer, wherein said event is to be photographed and/or video recorded. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>.

38. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for sending invitations for said event to one or more invitees using said computer, wherein said invitations include a request to take photos and/or videos of said pre-event, event, and post-event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

39. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for uploading of photographs and/or videos of events. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>. Accordingly, the Accused

Product allows customers to attach to the event a request to share photographs that are taken during the pre-event, post-event, and event periods.

40. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for receiving an acceptance from one or more of said invitees and the RSVP allows for acceptance of sharing photos taken at an event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>; <https://www.planningpod.com/wedding-event-planning-software.cfm>; <https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>.

41. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for receiving an acceptance to take photos. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>; <https://www.planningpod.com/wedding-event-planning-software.cfm>; <https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>; <https://www.planningpod.com/vendor-management-for-events.cfm>.

42. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for sending invitations for said event to one or more invitees using said computer, wherein said invitations include a request to take photos and/or videos of said pre-event, event, and post-event. *See* Exhibit B; *see also* <https://www.planningpod.com/event-itinerary-builder.cfm>; <https://www.planningpod.com/wedding-event-planning-software.cfm>; <https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event->

task-management.cfm; <https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

43. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for receiving an acceptance from one or more of said invitees to take photos and/or videos during said event and assigning one or more of said accepting invitees as photographers. *See Exhibit B; see also* <https://www.planningpod.com/event-itinerary-builder.cfm>;
<https://www.planningpod.com/wedding-event-planning-software.cfm>;
<https://www.planningpod.com/contact-management.cfm>; <https://www.planningpod.com/event-task-management.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>;
<https://www.planningpod.com/vendor-management-for-events.cfm>.

44. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for defining pre-event and post-event periods and to send to an assigned photographer, via the computer, a request to take photos during said pre-event period. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>.

45. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for sending to an assigned photographer, via the computer, a reminder to take photos during pre-event period and the event. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>.

46. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for sending to an assigned photographer, via the computer, a request to take photos during the post-event period. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>.

47. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for uploading of photographs of events. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>. In addition, the Accused Product allows for sending requests and emails to constituents. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>. Accordingly, the Accused Product allows customers to attach to the event a reminder to share photographs that are taken during the pre-event, post-event, and event periods. *See Exhibit B; see also* <https://www.planningpod.com/event-task-management.cfm>. Upon information and belief, when Planning Pod tested and uses the Accused Product on a computer device, the combination allows for sharing photographs taken during the pre-event, the event, and the post-event periods of an event. *See Exhibit B; see also* <https://www.planningpod.com/online-file-sharing.cfm>.

48. As shown in paragraphs 34-47 above, the Accused Product as installed on a computer device contains all of the elements of at least claim 1 of the '104 patent. Defendant's Accused Product is enabled by invention described and claimed in the '104 patent.

COUNT I

(DIRECT INFRINGEMENT OF THE '104 PATENT BY PLANNING POD)

49. Each of the preceding paragraphs 1 through 20 and 34 through 48 are realleged and incorporated as if fully set forth.

50. In violation of, at least, 35 U.S.C. §§ 271, upon information and belief, Defendant is now, and has directly infringed the '104 patent.

51. Defendant has had knowledge of infringement of the '104 patent, or will have knowledge of infringement of the '104 patent upon the service of this Complaint. Defendant's

infringement of the '104 patent will thus be knowing and intentional at least upon the service of this Complaint.

52. Defendant has directly infringed and continues to directly infringe at least claim 1 of the '104 patent by making, using, offering to sell, selling, and/or importing the Accused Product with a mobile device without authority in the United States. Defendant does not have a license or authorization to use any product covered by the claims of the '104 patent.

53. As a direct and proximate result of Defendant's direct infringement of the '104 patent, Plaintiff has been and continues to be damaged.

54. By engaging in the conduct described herein, Defendant has injured Rothschild and is thus liable for direct infringement of the '104 patent, pursuant to 35 U.S.C. § 271(a).

55. As a result of Defendant's infringement of the '104 patent, Rothschild has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendant's past infringement, together with interests and costs.

56. If infringement of the '104 patent by Planning Pod is not enjoined, Rothschild will suffer substantial and irreparable harm now and in the future for which there is no adequate remedy at law.

COUNT II

(INDIRECT INFRINGEMENT OF THE '104 PATENT BY PLANNING POD)

57. Each of the preceding paragraphs 1 through 34 are realleged and incorporated as if fully set forth.

58. In violation of, at least, 35 U.S.C. §§ 271, Defendant is now, and has been indirectly infringing the '104 patent.

59. Defendant has indirectly infringed and continues to indirectly infringe at least claim 1 of the '104 patent by actively inducing and/or contributing to its respective customers, users,

and/or licensees to directly infringe by using the Accused Product in a manner that infringes the '104 patent. Defendant engaged or will have engaged in such inducement and/or contributory infringement having knowledge of the '104 patent. Defendant also knew or should have known that its action would induce direct infringement by others and intended that its actions would induce direct infringement by others. For example, Defendant sells, offers to sell and advertises the Accused Product through websites or digital distribution platforms that are available in the State of Colorado, specifically intending that its customers use it on computer devices.

60. Furthermore, Defendant's customers' use of the Accused Product is facilitated by the use of the device and method described and claimed in the '104 patent. As a direct and proximate result of Defendant's indirect infringement by inducement of the '104 patent, Plaintiff has been and continues to be damaged.

61. Neither Defendant nor its customers, licensees, and users have license or authorization to the '104 patent.

62. As a result of Defendant's indirect infringement and its customers' direct infringement of the '104 patent, Be TopNotch has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendant's past infringement, together with interests and costs.

63. If Defendant's direct infringement and its customers' direct infringement of the '104 patent is not enjoined, Be TopNotch will suffer substantial and irreparable harm now and in the future for which there is no adequate remedy at law.

DEMAND FOR JURY TRIAL

64. Be TopNotch demands a trial by jury of all causes of action that are so triable.

REQUEST FOR RELIEF

WHEREFORE, Be TopNotch respectfully requests that this Court grant the following relief:

1. That Defendant be adjudged to have infringed the '104 patent literally or through the doctrine of equivalents;

2. That Defendant's customers be adjudged to have infringed the '104 patent literally or through the doctrine of equivalents;

3. That Defendant be adjudged to have indirectly infringed the '104 patent due to its customers direct infringement through its active inducement and/or contributory infringement;

4. An order permanently enjoining Planning Pod, its affiliates, subsidiaries, and each of its officers, agents, servants and employees, and those acting in privity or concert with it, from making, using, offering to sell, or selling in the United States, or importing into the United States, the Accused Product, any component of the Accused Product that constitutes a material part of the claimed invention, or any product that infringes the '104 patent until after the expiration date of the '104 patent, including any extensions and/or additional periods of exclusivity to which Be TopNotch is, or becomes, entitled;

5. An award of damages pursuant to 35 U.S.C. §284 sufficient to compensate Be TopNotch for the Defendant's past infringement and any continuing or future infringement up until the date that Defendant is finally and permanently enjoined from further infringement, including compensatory damages;

6. An assessment of pre-judgment and post-judgment interest and costs against Defendant, together with an award of such interest, expert fees, and costs incurred during this litigation, in accordance with 35 U.S.C. §284;

7. That Defendant's infringement after service of this Complaint is intentional and knowing infringement and the assessment of three times the damages found for infringement after service of this Complaint, in accordance with 35 U.S.C. §284;

8. That Defendant be directed to pay enhanced damages, including Be TopNotch's attorneys' fees incurred during this litigation pursuant to 35 U.S.C. §285; and

9. Such further relief as this Court deems proper and just, including but not limited to any appropriate relief under Title 35.

Dated October 9, 2019.

/s/ David A. Chavous
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