

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

(1) REEDHYCALOG UK, LTD., and
(2) REEDHYCALOG, LP,

Plaintiffs,

v.

(1) UNITED DIAMOND, L.P.,

Defendant.

Civil Action No. _____

JURY DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, ReedHycalog UK, Ltd. and ReedHycalog, LP (collectively “ReedHycalog” or “Plaintiffs”) for their Complaint against Defendant, United Diamond, L.P. (referred to as “UDLP” or “Defendant” herein), allege as follows:

THE PARTIES

1. Plaintiff ReedHycalog UK, Ltd. is a United Kingdom corporation with its principal place of business in Stonehouse, Gloucestershire, England.

2. Plaintiff ReedHycalog, LP is a Delaware limited partnership with its principal place of business in Houston, Texas.

3. On information and belief, UDLP is a Canadian limited partnership with places of business in Houston, Texas and Odessa, Texas. UDLP manufactures fixed cutter, or so-called “drag,” rotary drill bits as well as “roller cone” rotary drill bits and provides drilling-related products and services to its customers.

4. UDLP manufactures drill bits which employ leached polycrystalline diamond compact (“PDC”) cutters and inserts (individually and collectively “PDCs”) wherein at least a

portion of the catalyzing material from the polycrystalline diamond matrix is removed by a leaching process.

JURISDICTION

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§. 1331 and 1338(a) because this action arises under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. § 271 *et seq.* The Court has personal jurisdiction over UDLP in that UDLP has established minimum contacts with this forum. UDLP has manufactured, leased, used, sold and/or offered for sale infringing drill bits in Texas, including in this district. Moreover, UDLP has committed acts of infringement or induced or contributed others to commit acts of infringement in this judicial district. The exercise of jurisdiction over UDLP would not offend traditional notions of fair play and substantial justice.

VENUE

6. Venue is proper in this district pursuant to 28 U.S.C. §§ 1331, 1338(a), 1391(b), (c) and (d) and 1400(b).

GENERAL ALLEGATIONS

7. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table.

8. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 7.

9. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the

catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, and wherein the depth of the first region is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

10. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 9.

11. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured fixed cutter drill bits that employ partially leached polycrystalline diamond cutters having a diamond table in which at least a portion of the catalyzing material has been removed from a first region of the diamond table while the catalyzing material is present in another second region of the diamond table, wherein the diamond table has a generally cylindrical shape and the first region extends down the outer side surface of the diamond table by a distance that is greater than 0.1 mm as measured normal to a plane containing the top planar surface of the partially leached polycrystalline diamond cutter.

12. On information and belief, within the six years prior to the filing of this Complaint, UDLP has manufactured, sold, leased, offered for sale and/or offered for lease, in the United States, fixed cutter drill bits described in paragraph 11.

13. Pursuant to the present Complaint, Plaintiffs allege that UDLP has infringed U.S. Patents Nos. 6,861,098, 6,861,137, 6,878,447, 6,601,662, 6,544,308, 6,562,462, 6,585,064, 6,589,640, 6,592,985, 6,739,214, 6,749,033 and 6,797,326.

INFRINGEMENT OF U.S. PATENT NO. 6,861,098

14. On March 1, 2005, United States Patent No. 6,861,098 (“the ‘098 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘098 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a

licensee of the '098 patent. A true and correct copy of the '098 patent is attached hereto as Exhibit A.

15. Upon information and belief, UDLP has infringed and continues to infringe the '098 patent. The infringing acts of UDLP include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to infringe the '098 patent. UDLP is liable for infringement of the '098 patent pursuant to 35 U.S.C. § 271.

16. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '098 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

17. Upon information and belief, UDLP's infringement of the '098 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,861,137

18. On March 1, 2005, United States Patent No. 6,861,137 ("the '137 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a High Volume Density Polycrystalline Diamond with Working Surfaces Depleted of Catalyzing Material. All rights and interest in the '137 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '137 patent. A true and correct copy of the '137 patent is attached hereto as Exhibit B.

19. Upon information and belief, UDLP has infringed and continues to infringe the '137 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '137 patent pursuant to 35 U.S.C. § 271.

20. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's

wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '137 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless the UDLP is enjoined by this Court.

21. Upon information and belief, UDLP's infringement of the '137 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,878,447

22. On April 12, 2005, United States Patent No. 6,878,447 ("the '447 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for a Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '447 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '447 patent. A true and correct copy of the '447 patent is attached hereto as Exhibit C.

23. Upon information and belief, UDLP has infringed and continues to infringe the '447 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '447 patent pursuant to 35 U.S.C. § 271.

24. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '447 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

25. Upon information and belief, UDLP's infringement of the '447 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,601,662

26. On August 5, 2003, United States Patent No. 6,601,662 (“the ‘662 patent”) was duly and legally issued to inventors Terry R. Matthias, Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Cutters With Working Surfaces Having Varied Wear Resistance While Maintaining Impact Strength. All rights and interest in the ‘662 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘662 patent. A true and correct copy of the ‘662 patent is attached hereto as Exhibit D.

27. Upon information and belief, UDLP has infringed and continues to infringe the ‘662 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the ‘662 patent pursuant to 35 U.S.C. § 271.

28. UDLP’s acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP’s wrongful acts in an amount subject to proof at trial. UDLP’s infringement of Plaintiffs’ rights under the ‘662 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

29. Upon information and belief, UDLP’s infringement of the ‘662 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,544,308

30. On April 8, 2003, United States Patent No. 6,544,308 (“the ‘308 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for High Volume Density Polycrystalline Diamond With Working Surfaces Depleted of Catalyzing Material. All rights and interest in the ‘308 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘308 patent. A true and correct copy of the ‘308 patent is attached hereto as Exhibit E.

31. Upon information and belief, UDLP has infringed and continues to infringe the '308 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '308 patent pursuant to 35 U.S.C. § 271.

32. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '308 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

33. Upon information and belief, UDLP's infringement of the '308 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,562,462

34. On May 13, 2003, United States Patent No. 6,562,462 ("the '462 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for High Volume Density Polycrystalline Diamond With Working Surfaces Depleted of Catalyzing Material. All rights and interest in the '462 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '462 patent. A true and correct copy of the '462 patent is attached hereto as Exhibit F.

35. Upon information and belief, UDLP has infringed and continues to infringe the '462 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '462 patent pursuant to 35 U.S.C. § 271.

36. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights

under the '462 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

37. Upon information and belief, UDLP's infringement of the '462 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,585,064

38. On July 1, 2003, United States Patent No. 6,585,064 ("the '064 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '064 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '064 patent. A true and correct copy of the '064 patent is attached hereto as Exhibit G.

39. Upon information and belief, UDLP has infringed and continues to infringe the '064 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '064 patent pursuant to 35 U.S.C. § 271.

40. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '064 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

41. Upon information and belief, UDLP's infringement of the '064 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,589,640

42. On July 8, 2003, United States Patent No. 6,589,640 (“the ‘640 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘640 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘640 patent. A true and correct copy of the ‘640 patent is attached hereto as Exhibit H.

43. Upon information and belief, UDLP has infringed and continues to infringe the ‘640 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the ‘640 patent pursuant to 35 U.S.C. § 271.

44. UDLP’s acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP’s wrongful acts in an amount subject to proof at trial. UDLP’s infringement of Plaintiffs’ rights under the ‘640 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

45. Upon information and belief, UDLP’s infringement of the ‘640 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,592,985

46. On July 15, 2003, United States Patent No. 6,592,985 (“the ‘985 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the ‘985 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘985 patent. A true and correct copy of the ‘985 patent is attached hereto as Exhibit I.

47. Upon information and belief, UDLP has infringed and continues to infringe the '985 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '985 patent pursuant to 35 U.S.C. § 271.

48. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '985 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

49. Upon information and belief, UDLP's infringement of the '985 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,739,214

50. On May 25, 2004, United States Patent No. 6,739,214 ("the '214 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '214 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '214 patent. A true and correct copy of the '214 patent is attached hereto as Exhibit J.

51. Upon information and belief, UDLP, acting in concert with others, have infringed and continue to infringe the '214 patent. The infringing acts of UDLP include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to perform certain steps that, when combined with UDLP's actions, infringe the '214 patent. UDLP is liable for infringement of the '214 patent pursuant to 35 U.S.C. § 271.

52. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights

under the '214 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

53. Upon information and belief, UDLP's infringement of the '214 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,749,033

54. On June 15, 2004, United States Patent No. 6,749,033 ("the '033 patent") was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Polycrystalline Diamond Partially Depleted of Catalyzing Material. All rights and interest in the '033 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the '033 patent. A true and correct copy of the '033 patent is attached hereto as Exhibit K.

55. Upon information and belief, UDLP has infringed and continues to infringe the '033 patent. The infringing acts include at least the manufacture, use, sale, and/or offer for sale of infringing products and inducing and contributing thereof. UDLP is liable for infringement of the '033 patent pursuant to 35 U.S.C. § 271.

56. UDLP's acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP's wrongful acts in an amount subject to proof at trial. UDLP's infringement of Plaintiffs' rights under the '033 patent will continue to damage Plaintiffs' business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

57. Upon information and belief, UDLP's infringement of the '033 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

INFRINGEMENT OF U.S. PATENT NO. 6,797,326

58. On September 28, 2004, United States Patent No. 6,797,326 (“the ‘326 patent”) was duly and legally issued to inventors Nigel Dennis Griffin and Peter Raymond Hughes for Method of Making Polycrystalline Diamond with Working Surfaces Depleted of Catalyzing Material. All rights and interest in the ‘326 patent have been assigned to the plaintiff ReedHycalog UK, Ltd. ReedHycalog, LP is a licensee of the ‘326 patent. A true and correct copy of the ‘326 patent is attached hereto as Exhibit L.

59. Upon information and belief, UDLP has infringed and continues to infringe the ‘326 patent. The infringing acts of UDLP include, but are not limited to, inducing others, such as manufacturers of PCD cutters, to infringe the ‘326 patent. UDLP is liable for infringement of the ‘326 patent pursuant to 35 U.S.C. § 271.

60. UDLP’s acts of infringement have caused damage to Plaintiffs, and Plaintiffs are entitled to recover from UDLP the damages sustained by Plaintiffs as a result of UDLP’s wrongful acts in an amount subject to proof at trial. UDLP’s infringement of Plaintiffs’ rights under the ‘326 patent will continue to damage Plaintiffs’ business, causing irreparable harm, for which there is no adequate remedy at law, unless UDLP is enjoined by this Court.

61. Upon information and belief, UDLP’s infringement of the ‘326 patent is willful and deliberate, entitling Plaintiffs to increased damages under 35 U.S.C. § 284 and to attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285.

MARKING

62. To the extent marking was required by 35 U.S.C. § 287, Plaintiffs have complied with such marking requirements for the ‘098 patent, the ‘137 patent, the ‘447 patent, the ‘662 patent, the ‘308 patent, the ‘462 patent, the ‘064 patent, the ‘640 patent, the ‘985 patent, the ‘214 patent, the ‘033 patent and the ‘326 patent. Plaintiffs are entitled to recover damages for acts of infringement occurring prior to the filing of the lawsuit.

JURY DEMAND

63. Plaintiffs hereby demand a jury trial on all issues and claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment and seek the following relief:

- (a) For judgment that the '098 patent, the '137 patent, the '447 patent, the '662 patent, the '308 patent, the '462 patent, the '064 patent, the '640 patent, the '985 patent, the '214 patent, the '033 patent and the '326 patent have been and/or continue to be infringed by UDLP;
- (b) For an accounting of all damages sustained by Plaintiffs as the result of UDLP's acts of infringement;
- (c) For a permanent injunction enjoining the aforesaid acts of infringement by UDLP, its officers, agents, servants, employees, subsidiaries and attorneys, and those persons acting in concert with UDLP, including related individuals and entities, customers, representatives, OEMs, dealers, distributors and importers;
- (d) For actual damages together with prejudgment interest, according to proof,
- (e) For enhanced damages pursuant to 35 U.S.C. § 284;
- (f) For an award of attorneys' fees pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;
- (g) For all costs of suit; and
- (h) For such other and further relief as the Court may deem just and proper.

DATED: October 27, 2008

Respectfully submitted,

By: /s/ J. Mike Amerson

Danny L. Williams

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