

FILED

MAY 13 2003

MICHAEL W. DOBBINS
CLERK, U. S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EAZYPOWER CORPORATION, an Illinois corporation,

Plaintiff,

v.

ALDEN CORPORATION, a Connecticut corporation,

Defendant.

Civil Action No.

Judge

Magistrate Judge

FILED
MAY 27 2003

***RESTRICTED DOCUMENT
FILED UNDER SEAL PURSUANT
TO LR5.7 AND LR26.2***

VERIFIED COMPLAINT FOR UNFAIR COMPETITION AND DECLARATORY JUDGMENT

As and for its Complaint plaintiff states as follows:

Parties

1. Plaintiff Eazypower Corporation ("Eazypower") is a corporation organized and existing under the laws of the state of Illinois and having its principal place of business in Chicago, Illinois.

2. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support that Defendant Alden Corporation ("Alden") is a corporation organized and existing under the laws of the state of Connecticut and having its principal place of business in Wolcott, Connecticut.

Jurisdiction

3. This case arises in part under the laws of the United States and specifically under the patent laws of the United States, and includes a claim of unfair competition joined with a substantial claim arising under the patent laws.

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4. Damages flowing from the acts of unfair competition alleged herein and the reasonable value of the injunctive relief prayed for exceeds \$75,000, exclusive of interest and costs.

5. Subject matter jurisdiction is proper under 28 U.S.C. §§ 1331, 1332, 1338, and 1367 (2000).

6. As more fully stated below, Alden has purposefully directed acts towards this forum giving rise to this civil action, including (i) making bad faith allegations of infringement against Eazypower, a citizen of this state doing business in this judicial district; (ii) directing correspondence to Eazypower in this judicial district including bad faith allegations of patent infringement; (iii) communicating bad faith allegations of patent infringement by Eazypower to one or more customers of Eazypower in this district; (iv) pursuing business relationships based in part on bad faith allegations of patent infringement in this judicial district in competition with Eazypower with customers of Eazypower located in this judicial district.

Background

7. Eazypower is a family owned, Chicago-based company founded in 1985. It offers over 12,000 industrial quality screwdriver tips and related power tool accessories including its line of Isomax® Contractor Quality Screwdriver tips.

8. As part of its Isomax® line, Eazypower has in the past manufactured and sold a product under the name "Broken Screw Remover Set" with the Item number 82681. Eazypower's Broken Screw Remover Set No. 82681 comprises a blue, plastic, blow-molded type case containing five ¼-inch hex power bits #0, #1, #2, #3, and #4 for use in a slow-speed drill to remove broken or worn out machine screws, bolts, screws, and the like. Those five ¼-inch hex

power bits #0, #1, #2, #3, and #4 are also sold in a 3-pack and five individually carded packages (1-pack) under other Item numbers.

9. Eazypower received a letter dated Friday, April 4, 2003, asserting that Alden owned a still-pending U.S. patent application, that the application was “now allowed”, and that “the patent issuing from the allowed application will be infringed by, or contributorily infringed by the ‘removers’” in Eazypower’s Broken Screw Remover Set No. 82681, and that “liability for the product made or sold after the date of this notice and before the patent issues will be determined under the language of the Inventor’s Protection Act of 1999.”

10. Alden’s letter dated Friday, April 4, 2003, did not give the publication number of the referenced U.S. patent application, nor the application serial number, nor did it include any claims alleged to have been allowed.

11. In its letter dated Friday, April 4, 2003, Alden also represented: “We have not as yet written your customers or suppliers letters similar to this one. If you will advise us of your immediate steps to stop infringement on their part and yours and assure us of their and your compliance, such letters may not be necessary.”

12. Attorneys or Eazypower contacted Alden’s attorneys by Monday, April 14, 2003, concerning Alden’s allegations of infringement.

13. Ace Hardware Corporation (“Ace”) is a Delaware corporation with its principal place of business in Oak Brook, Illinois. Without informing Eazypower that it was doing so, Alden sent Ace a letter dated Thursday, April 10, 2003, repeating its allegation that the bits in Eazypower’s Broken Screw Remover Set No. 82681 would infringe its still pending application when that application issued.

14. In a letter to Eazypower dated Monday, April 14, 2003 which was received on or about April 22, 2003, Alden repeated the allegations in its letter of Friday, April 4, 2003, and for the first time informed Eazypower that the referenced application “is published as 20010026737 on October 4, 2001.”

15. Despite having written to Eazypower’s customer, Ace, on April 10, Alden in its letter to Eazypower of April 14 again repeated its assurance that it had “not as yet written your customers or suppliers a letter similar to this one.”

16. Alden’s letters to Eazypower dated April 4 and 14 and its letter to Ace dated April 10 were all written by the same individual, Dallton Hoopes, identified in those letters as representing Alden in patent matters. In conversations and exchanged messages between Mr. Hoopes and counsel for Eazypower between April 14, 2003, and April 23, 2003, Mr. Hoopes never corrected the misrepresentation in the letter of April 14, 2003, and never informed Eazypower that Alden was communicating its infringement allegations to Eazypower’s customers.

17. By letter dated April 23, 2003, and sent by fax, counsel for Eazypower denied Alden’s allegations of infringement and noted that Eazypower had learned that Alden itself had said to at least one Eazypower customer that Eazypower was infringing its not-yet-issued patent application. In that letter dated April 23, 2003, Eazypower further informed Alden that its allegations of infringement appeared to be baseless and made in bad faith, and that making such baseless allegations in bad faith to Eazypower’s customers would be unfair competition in violation of law.

18. Eazypower first received a copy of the letter from Alden to Ace dated April 10, 2003, on or about April 28, 2003. On April 30, 2003, Eazypower demanded that Alden cease and desist writing letters to Eazypower's customers alleging that Eazypower infringed Alden's not-yet-issued patent.

19. In its letters of April 23 and April 30, Eazypower asked Alden to specify how the "removers" in Eazypower's Broken Screw Remover Set No. 82681 met each element of the allowed claims in its application published as US 2001/0026737 A1 that Alden asserted were infringed.

20. In response to Eazypower's letters of April 23 and April 30, Alden on May 5, 2003, stated that it needed copies of Eazypower's production drawings in order answer Eazypower's question about how its product would infringe. In a letter dated May 5 and faxed that day to counsel for Alden, Eazypower noted that Alden had made its charges of infringement to Eazypower and Eazypower's customers without having the production drawings it now said that it required, and demanded immediate confirmation by Tuesday, May 6, 2003, that the letters to Eazypower's customers would cease.

21. On or about May 8, Eazypower was informed by its customer's legal department, that Alden had notified 84 Lumber Company, L.P., a customer of Eazypower in Pennsylvania, of a claim alleging patent infringement. Eazypower has never sold to 84 Lumber Company, L.P. any items containing the "removers" found in its Broken Screw Remover Set No. 82681.

22. Alden has not provided Eazypower with the requested assurances that it will cease and desist from writing letters to Eazypower's customers alleging patent infringement, nor has it provided any good faith basis for its allegations of patent infringement.

23. As set forth hereinabove, Alden has represented to customers of Eazypower that Eazypower's Broken Screw Remover Set No. 82681 will infringe allowed claims in its application published as US 2001/0026737 A1 and that sales before issuance may result in liability for damages. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support of other and further similar misrepresentations by Alden to current or potential future customers of Eazypower.

Count I. Violation of the Lanham Act § 43(a).

24. Eazypower adopts by reference, repeats, and realleges its averments in paragraphs 1--23 above as if fully set forth herein.

25. Alden's representations identified in paragraph 23 above are false and/or misleading.

26. Alden's representations identified in paragraph 23 above were made in interstate commerce.

27. Alden's representations identified in paragraph 23 above were made in connection with goods or services.

28. Alden's representations identified in paragraph 23 above occurred in commercial advertising or promotion. For example, in its letters accusing Eazypower of infringement, Alden has also represented to customers of Eazypower that its "invention, manufactured by the client in the U.S. and marketed by others, has been very successful."

29. Alden's representations identified in paragraph 23 above misrepresent the nature or qualities of the goods, services, or commercial activities of another, in particular, Eazypower's items containing the "removers" found in its Broken Screw Remover Set No. 82681.

30. Eazypower is suffering damages and irreparable harm as a result of Alden's representations identified in paragraph 23 above, and will continue to suffer irreparable harm unless Alden is enjoined by the Court.

31. Alden's representations identified in paragraph 23 above violate the Lanham Act § 43(a), 15 U.S.C. § 1125(a) (2000).

Count II. Violation of the Illinois' Uniform Deceptive Trade Practices Act.

32. Eazypower adopts by reference, repeats, and realleges its averments in paragraphs 1–31 above as if fully set forth herein.

33. Alden's misrepresentations identified in paragraph 23 above are false, misleading, and/or deceptive.

34. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support that Alden's false, misleading, and/or deceptive representations were made in bad faith and/or based on an inadequate infringement investigation.

35. Alden's false, misleading, and/or deceptive representations were published to existing customers of Eazypower, and a reasonable opportunity for further investigation or discovery is likely to provide evidentiary support of other and further similar misrepresentations by Alden to other current and/or potential future customers of Eazypower.

36. Alden's false, misleading, and/or deceptive representations are causing Eazypower damages and irreparable harm to its business relationships, and will continue to do so unless this court enjoins Alden.

37. Alden's false, misleading, and/or deceptive representations violate Illinois' Uniform Deceptive Trade Practices Act § 2, 815 ILCS 510/2 (West 1993).

Count III. Tortious interference with a prospective contractual relationship.

38. Eazypower adopts by reference, repeats, and realleges its averments in paragraphs 1–37 above as if fully set forth herein.

39. Eazypower reasonably expected to enter into valid business relationships and further contracts with its customers such as Ace and 84 Lumber Company L.P.

40. Alden knew of Eazypower's expectancy to enter into valid business relationships and further contracts with its customers such as Ace and 84 Lumber Company L.P.

41. Alden's misrepresentations identified in paragraph 23 above were purposeful interference intended to prevent Eazypower's legitimate expectancy from being fulfilled.

42. Eazypower is suffering damages and irreparable harm as a result of Alden's purposeful interference, and will continue to suffer irreparable harm unless Alden is enjoined by the Court.

43. Alden's conduct constituted tortious interference with prospective contractual relationships.

Count V. Unclean Hands.

44. Eazypower adopts by reference, repeats, and realleges its averments in paragraphs 1–43 above as if fully set forth herein.

45. Alden's communications to Eazypower's customers stating that they may be liable for infringement even before Alden's patent issues are false and a reasonable opportunity for further investigation and discovery is likely to provide evidentiary support that those allegations are made in bad faith.

46. Alden's inequitable actions also include making threats of infringement against customers of Eazypower to whom Eazypower has never even sold the products accused of infringement.

47. Alden's bad faith efforts improperly to extend the term of its patent date to an earlier date before its patent issues, and threatening Eazypower's customer's who have never bought the accused product, constitute unclean hands.

48. Based on its inequitable actions amounting to unclean hands, Alden should have no remedy against Eazypower for under its patent.

Count VI. Declaratory Judgment.

49. Eazypower adopts by reference, repeats, and realleges its averments in paragraphs 1–48 above as if fully set forth herein.

50. Although Alden's patent has not issued, it has written letters to Eazypower and customers of Eazypower suggesting liability under 35 U.S.C. § 154(d) for sales of Eazypower's Broken Screw Remover Set No. 82681 made before that patent issues.

51. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support that Alden knew that neither Eazypower nor its customers could be liable for any royalty under 35 U.S.C. § 154(d), and have made the above referenced allegations in bad faith to interfere with Eazypower's legitimate sales of its existing stock of products before Alden's patent issues.

52. A real and actual controversy now exists between Eazypower on the one hand and Alden on the other as to liability for royalties under 35 U.S.C. § 154(d) and as to future non-infringement of the allowed claims when the patent issues.

53. Neither Eazypower nor its customers can be liable for payment of a royalty under 35 U.S.C. § 154(d) because the invention as claimed in the allowed claims is not substantially identical to the invention as claimed in the published patent application. They differ in part because of differences introduced to the invention as claimed in the allowed claims by new claims 7 and 8.

54. The bits in Eazypower's Broken Screw Remover Set No. 82681 are not covered by the claims in Alden's application as published in US 2001/0026737 A1.

55. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support that the bits in Eazypower's Broken Screw Remover Set No. 82681 are not covered by the allowed claims in Alden's pending patent application.

56. A reasonable opportunity for further investigation or discovery is likely to provide evidentiary support that the claims allowed in Alden's pending patent application are invalid under one or more of the grounds specified in United States Code, Title 35, including failure to comply with one or more of the requirements of 35 U.S.C. §§ 101, 102, 103, and/or 112.

57. This existing case of actual controversy between Eazypower and Alden entitles Eazypower to relief under the Declaratory Judgment Act, 28 U.S.C. § 2201–2202 (2000).

WHEREFORE, Eazypower prays for relief including:

(1) A temporary restraining order and preliminary and permanent injunction ordering that Alden and those acting in concert with it not disparage Eazypower's products, violating the Lanham Act § 43(a), and violating Illinois' Uniform Deceptive Trade Practices Act § 2 by falsely alleging that sales of Eazypower's Broken Screw Remover Set No. 82681 may result in

liability for patent infringement liability. Eazypower is preparing a motion for a temporary restraining order requesting immediate relief on this point;

(2) Damages adequate to compensate Eazypower for Alden's violations of the Lanham Act § 43(a) and Illinois' Uniform Deceptive Trade Practices Act § 2;

(3) A list of all individual or entities with whom Alden has communicated regarding their allegation that Eazypower's product will infringe their not-yet-issued patent and corrective communications to those individuals and entities, approved by Eazypower, rectifying Alden's misrepresentations;

(4) A declaration that neither Eazypower nor its customers will be liable for payment of a reasonable royalty or any other remedy for sales occurring before Alden's patent issues;

(5) A declaration that the claims of Alden's published application do not cover Eazypower's products;

(6) A declaration that the allowed claims of Alden's pending application do not cover Eazypower's products;

(7) A declaration that the allowed claims of Alden's pending application are invalid;

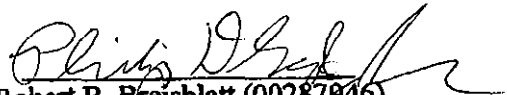
(8) Such other and further relief as the Court deems just.

Jury Demand

Eazypower demands trial by jury on all issues triable by jury as a matter of right.

Respectfully submitted

May 12, 2003
Date


Robert B. Breisblatt (00287846)
Kara E.F. Cenar (06198864)
Philip D. Segrest, Jr. (06231278)
Joseph E. Cwik (06229095)
WELSH & KATZ, LTD.
120 South Riverside Plaza
22nd Floor
Chicago, Illinois 60606

I, Ira Kozak, a principal of the plaintiff Eazypower Corporation, verify the factual allegations of this pleading and declare under penalty of perjury of the laws of the United States of America that the factual allegations contained herein (*viz.* paragraphs 1, 4, 6, and 7-23) are true and correct.

5/12/03
Date


Ira Kozak

CIVIL COVER SHEET

Case: 1:03-cv-03164 Document #: 1 Filed: 05/12/03 Page 13 of 14 PageID #: 13

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS *Eazy Power Corporation, Illinois Corporation* DEFENDANTS *Acden Corporation, Connecticut Corporation*
JUDGE ANDERSEN

03C 3164

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES), County of Residence of First Listed (IN U.S. PLAINTIFF CASES ONLY)

MAGISTRATE JUDGE DENLOW NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number) Robert B. Breisblatt, Welsh & Katz, Ltd., 120 South Riverside Plaza, 22nd Floor, Chicago, Illinois 60606, (312) 655-1500 Attorneys (If Known) Dallett Hoopes, Attorney at Law, P.O. Box 205, Litchfield, Connecticut 06759, (860) 567-3492

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination <input type="checkbox"/> Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)
 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Lanham Act § 43(a), 15 U.S.C. § 1125(a); Declaratory Judgment Act 28 U.S.C. §§ 2201-2202. Bad faith allegations of patent infringement, declaratory judgment of non-infringement and invalidity.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION DEMAND UNDER F.R.C.P. 23 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE May 8, 2003 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFF JUDGE MAG. JUDGE 1-2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

In the Matter of

EASTERN DIVISION

JUDGE ANDERSEN

Eazypower Corporation v. Alden Corporation.

030 Case Number: 3164
MAGISTRATE JUDGE DENLOW
FILED-EDS
MAY 12 PM 4:24
CLERK U.S. DISTRICT COURT
MAY 27 2003

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

Plaintiff Eazypower Corporation

(A)		(B)	
SIGNATURE <i>Robert B. Breisblatt / ADS</i>		SIGNATURE <i>Kara E.F. Cenar</i>	
NAME Robert B. Breisblatt		NAME Kara E.F. Cenar	
FIRM Welsh & Katz, Ltd.		FIRM Welsh & Katz, Ltd.	
STREET ADDRESS 120 South Riverside Plaza • 22nd Floor		STREET ADDRESS 120 South Riverside Plaza • 22nd Floor	
CITY/STATE/ZIP Chicago, Illinois 60606-3945		CITY/STATE/ZIP Chicago, Illinois 60606-3945	
TELEPHONE NUMBER (312) 655-1500	FAX NUMBER (312) 655-1501	TELEPHONE NUMBER (312) 655-1500	FAX NUMBER (312) 655-1501
E-MAIL ADDRESS RBBreisblatt@WelshKatz.com		E-MAIL ADDRESS KECenar@WelshKatz.com	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 00287946		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06198864	
MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
(C)		(D)	
SIGNATURE <i>Philip D. Segrest, Jr.</i>		SIGNATURE <i>Joseph E. Cwik</i>	
NAME Philip D. Segrest, Jr.		NAME Joseph E. Cwik	
FIRM Welsh & Katz, Ltd.		FIRM Welsh & Katz, Ltd.	
STREET ADDRESS 120 South Riverside Plaza • 22nd Floor		STREET ADDRESS 120 South Riverside Plaza • 22nd Floor	
CITY/STATE/ZIP Chicago, Illinois 60606-3945		CITY/STATE/ZIP Chicago, Illinois 60606-3945	
TELEPHONE NUMBER (312) 655-1500	FAX NUMBER (312) 655-1501	TELEPHONE NUMBER (312) 655-1500	FAX NUMBER (312) 655-1501
E-MAIL ADDRESS PDSegrest@WelshKatz.com		E-MAIL ADDRESS JECwik@WelshKatz.com	
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06231278		IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06229095	
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>		DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>	

1-3