UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ADVANCED MAGNET LAB, INC.,

Plaintiff,

v.

Case No: 6:11-cv-1258-ORL-31-KRS

ENVIRONMENTAL TECHNOLOGIES, INC.,

Defendant.

_____/

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, AND DEMAND FOR JURY TRIAL

Plaintiff, Advanced Magnet Lab, Inc., sues Defendant, Environmental Technologies, Inc., and, in support thereof, alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Advanced Magnet Lab, Inc. ("AML"), is a Florida corporation, and maintains its principal place of business at 1720 Main Street N.E., Palm Bay, Florida, 32905.

2. Defendant Environmental Technologies, Inc. ("ETI") is a North Carolina corporation, and maintains its principal place of business in 8344 West Franklin Street, Mount Pleasant, North Carolina 28124.

3. Jurisdiction is proper in this Court based on the following grounds:

a. Counts I and II seek declaratory relief to affirm certain rights pursuant to a United States patent owned and held by Plaintiff. This Court has jurisdiction pursuant to 28 U.S.C. Section 2201 and 35 U.S.C. Section 25.

b. Count III seeks injunctive relief regarding an invention owned by Plaintiff which Defendant has stated its intent to misappropriate. This Court has jurisdiction pursuant to 28 U.S.C. Section 2201 and 35 U.S.C. Section 283.

c. With respect to Counts I through III, this Court also has jurisdiction of these claims pursuant to 28 U.S.C. Section 1331 in that, as set forth above, Counts I and II are issues of federal law. This Court also has jurisdiction of these counts pursuant to 28 U.S.C. Section 1332 in that the matter in controversy exceeds $75,000.00 exclusive of interest and cost and the matter in controversy is between a citizen of this state and a citizen of a foreign state.

4. Venue is proper in the U.S. District Court, Middle District of Florida, under 28 U.S.C. Sections 1391(2) in that a substantial part of the events and omissions giving rise to the claims occurred in the Middle District and a substantial part of property that is the subject of the action is situated in the Middle District, including, but not limited to, the fact that the intellectual property Defendant is attempting to misappropriate was acquired by Defendant in the Middle District; Defendant is attempting to misappropriate Plaintiffs' trade secrets located in the Middle District; and the parties executed agreements material to this action in Middle District which required performance in the Middle District.

GENERAL ALLEGATIONS

A.
Background Regarding AML's Intellectual Property and Trade Secrets

5. Since AML was formed in 1995, AML has been in the business of developing technology and other intellectual property relating to magnets, including developing a wide range of proprietary devices, products, processes, and applications for magnetic devices. During this time, AML and its principals have developed (or co-developed) numerous patents and proprietary uses, including trade secrets, for its technology. In addition, AML has also provided consulting-related services to numerous clients in the area of magnet technology.

6. The magnetic technology AML has developed since 1995, and prior to having any kind of business relationship with Defendant, includes:

a. The "Double-Helix"™ magnetic coil (AML owns numerous patents covering design and use of "Double-Helix"™ magnetic coils), and numerous applications of the "Double-Helix"™ magnetic coil.

b. Various technologies relating to applying magnetic fields to fluids, including water, for purification applications.

c. Numerous applications in which magnetic coils (including the "Double-Helix"™ coil) are placed around pipes conveying various materials in order to obtain various results, including the removal of impurities from fluids.

7. Importantly, all of the foregoing proprietary and intellectual property was developed solely by AML; developed separately and independently of Defendant ETI; and developed prior to AML having any business relations or other contacts with ETI, including those services described below.

B.

AML's Consulting Services for ETI and Related Agreements

8. From approximately April to December 2010, Plaintiff AML provided ETI with consulting-related services, including various analyses and recommendations regarding a proposed product (referred to by ETI as the Radial Flux Generator) which attaches a permanent magnet to an oil extraction sucker rod. At the time of requesting the consulting-related services, ETI was desirous of commercializing the Radial Flux Generator as a product which removes scale and reduces of paraffin deposits from pipes through which oil is pumped from wells.

9. Effective April 9, 2010, prior to providing any fee-based consulting services, AML and ETI entered into an agreement entitled ETI Consulting Services Agreement (the "Consulting Services Agreement"). A true and accurate copy of the Consulting Services Agreement is attached hereto as **Exhibit A.** The Consulting Services Agreement primarily served as a non-disclosure agreement protecting each party by preventing the other party from disclosure or unauthorized use of any proprietary information/intellectual property one of the parties may have learned from the other. Accordingly, with respect to ETI's protections, the Paragraph H of the Consulting Services Agreement states, among other things, that the Consulting Services Agreement contemplates "a fee-for-service consulting agreement" and that, in exchange for such fee-for-service, "inventions and proprietary information, whether patentable or not, developed or discovered by AML as a result of the consulting services contemplated herein, shall belong to ETI." However, Paragraph H of the Consulting Services Agreement also very clearly indicates that the foregoing provision in which "inventions and proprietary information" of AML would "belong to ETI" is an exception to a more general provision: *"No license under any invention ... or Proprietary Information is granted or conveyed herein or by*

one party's transmitting Proprietary Information to the other party hereunder, nor are any rights of ownership transferred under this Agreement ..."

10. On or about April 20, 2011, shortly after the Consulting Services Agreement was executed, the parties executed and entered into a first valid and binding "fee-for-service consulting agreement" ("Agreement 784-F"), which was based entirely on "Proposal AML784-F". A true and accurate copy of Agreement 784-F is attached hereto as **Exhibit B.** Agreement 784-F provided a detailed statement of the work to be performed by the parties, and the applicable fees. Agreement 784-F stands alone as a complete contract without reference to or dependence upon the Consulting Services Agreement. However, with the Consulting Services Agreement having been first entered into by the parties, the Consulting Services Agreement served as a non-disclosure agreement with respect to proprietary information exchanged between the parties under the Agreement 784-F. Agreement 784-F provided complete and precise terms and conditions regarding fee-for-service consulting services AML would be providing ETI, including, but not limited to: scope of work, price, identification of the intellectual property being used, and other obligations of the parties. Accordingly, with respect to scope of work, Section 6.1 of Agreement 784-F states, among other things, that: "AML will focus on optimizing the existing configuration based on ETI's intellectual property which includes one patent in process. Any design or development beyond this configuration/scope will be considered in a future agreement." *See* Agreement 784-F, **Exhibit B**, at Section 6.1. While Section 6.1 recognized the possibility of there being a future agreement, the parties have never entered into any other fee-for-service consulting agreement than Agreement 784-F.

11. On June 14, 2010, AML and ETI executed a Confidential Disclosure Agreement (the "Confidential Disclosure Agreement"). A true and accurate copy of the Confidential

Disclosure Agreement is attached hereto as **Exhibit C.** The purpose of the Confidential Disclosure Agreement was to serve as an additional and more complete non-disclosure agreement protecting proprietary information in addition to that contemplated under the Consulting Services Agreement. The term of the Confidential Disclosure Agreement was from June, 14, 2010 until June 14, 2011, and the agreement was broadly-worded to prevent any disclosure of a wide range of proprietary information, trade secrets, and other intellectual property.

12. During or prior to December 2010, AML completed all work under Agreement 784-F including delivery of a final report.

13. In the course of performing its work under Agreement 784-F, AML determined that ETI's Radial Flux Generator ("RFG") operated under the principles of a Magneto Hydrodynamic Effect ("MHD"). Based on this determination (and completely without charge of any fees to ETI), AML performed literature studies and analyses to better understand the MHD effect and its potential uses.

14. AML also determined that essentially the same MHD effect for removal of scale and reduction of paraffin deposits on a pipe could be accomplished by providing an electrical voltage to the well pipe at a position near the ground surface, above the well, instead of requiring attachment of permanent magnets to the well sucker rod. AML also determined that this could be affected at a significantly lower cost by placing a signal generator at the top of the well to provide an electrical voltage to the well pipe in order to remove scale and reduce paraffin deposits in the oil pipe, i.e. to provide the same benefits as could be had with ETI's RFG.

15. As a result of those studies and analyses (again, performed without charge of any fees to ETI), AML suggested that ETI consider, as an alternative to the RFG, developing a

product offering which so provides an electrical voltage to the well pipe with a voltage signal generator in order to remove scale and reduce paraffin deposits in oil pipes. Since this proposal was made outside the defined scope of Agreement 784-F, AML made this suggestion, again, as a courtesy to ETI, without any obligations or charges to ETI.

16. After completion of all work under Agreement 784-F and after proposing that ETI consider developing a product which provides an electrical voltage to the well pipe with a voltage signal generator, during January 2011, ETI determined that one or more other companies were already marketing such systems by providing an electrical voltage to the well pipe with a voltage signal generator for removal of scale and reduction of paraffin deposits in oil pipes. Shortly thereafter, ETI also determined that another company was already using a similar approach to that of ETI's RFG (i.e., positioning of a permanent magnet on an oil well sucker rod) for removal of scale and reduction of paraffin deposits in oil pipes. In view of the foregoing determinations, the parties recognized that ETI's proposed product, i.e., the RFG, had lesser value than perceived at the time the parties entered into terms of confidentiality under the Consulting Services Agreement.

17. Pursuant to the forgoing determinations, AML concluded that ETI's RFG, as a commercially competitive product, was problematic in view of there being existing products in the marketplace which perform substantially or identically the same function at a lower cost than the solutions based on ETI's RFG which ETI had AML evaluate under Agreement 784-F. It was after completion of all work under Agreement 784-F that Matt Freese of ETI asked AML to consider an alternate design to ETI's RFG which uses AML's Double Helix technology.

C.
AML's Proposal 802 And The AML Intellectual Property

18. Beginning in January 2011, ETI began to seek advice from AML, separate, distinct and outside the scope of work under Agreement 784-F regarding alternatives to ETI's Radial Flux Generator magnetic technologies and processes (that is, the technologies and processes that were the subject of Agreement 784-F) which would enable ETI move forward with a new and proprietary product to effectively remove scale and reduce paraffin deposits from oil pipes.

19. During a meeting between AML and ETI in February 2011, AML showed Matt Freese of ETI one or more AML proprietary embodiments designs incorporating intellectual property, trade secrets and proprietary information owned solely by AML. The one or more disclosed embodiments included an embodiment wherein a magnetic coil is placed along the exterior of a metal pipe. AML disclosed the foregoing information to ETI pursuant to the protections under both the Consulting Services Agreement and Confidential Disclosure Agreement. Immediately after Mr. Freese viewed the one or more AML proprietary embodiments, discussions between Mr. Freese and AML staff included an inquiry from Mr. Freese as to what the effect might be of placing an AML Double Helix magnetic coil around an oil pipe. AML's staff responded that such a process may be useful. Mr. Freese then asked AML to quickly provide him with a proposed solution utilizing AML's Double Helix technology as an improvement to ETI's prior RFG design to show ETI's investors. ETI did not offer to compensate AML for developing the proprietary proposed solution to show ETI's investors, and AML did not ask for compensation to develop an AML proprietary proposed solution which in fact was developed by AML and then delivered to Matt Freese of ETI on January 29, 2011.

20. At the request of ETI, during February 2011, AML provided Matt Freese with a draft of a formal proposal based on the above-referenced proposed solution (provided on January 29) to develop a magnetic device using various proprietary information, trade secrets and other intellectual property developed and owned by AML and disclosed in the proposal. The proposal was entitled "Double Helix™ In-Well Conditioning" ("Proposal 802"), and never resulted in a fee-for-services consulting agreement. A true and accurate copy of the draft Proposal 802 is attached hereto as **Exhibit D.** The version of Proposal 802 provided to ETI did not include a proposed fee-for-services.

21. The proprietary information, trade secrets and other intellectual property developed and owned by AML which the parties discussed using in order to perform work under Proposal 802, and under the protections of both the Consulting Services Agreement and Confidential Disclosure Agreement, are described throughout Proposal 802, including in Sections 5 through 9, and Figures 1 through 5, and Proposal 802 includes the following AML proprietary information:

a. Concepts for development of a device for deposition prevention in flow lines which device incorporates a "Double-Helix"™ coil configuration. *See* Proposal 802, Section 5, and related diagrams.

b. Physical components of an Electromagnetic Insertion Device. *See* Proposal 802, Section 6, Figure 1.

c. Electrical and mechanical configuration for an EID Electric Generator Operation Mode. *See* Proposal 802, Section 7, Figure 2.

d. Description for generating EID Magnetic Field Mode. *See* Proposal 802, Section 8, Figures 3-4.

e. Disclosure of alternate EID Field Configurations. *See* Proposal 802, Section 9, Figure 5.

f. Statement of Work and Scope of Work. *See* Proposal 802, Section 10.

(The foregoing proprietary information, trade secrets and other intellectual property identified Proposal 802 is hereinafter referred to as "AML Intellectual Property").

22. Importantly, all of the foregoing AML Intellectual Property (identified in Proposal 802) was developed and created solely by AML; is owned solely by AML, and AML has exclusive rights and interests in said information; and said information constitutes valuable proprietary information, trade secrets and other intellectual property of AML.

23. On the other hand, ETI never developed, invented or had any role in the creation of the above-identified intellectual property which is identified as AML Intellectual Property; never owned or otherwise had any interest in the AML Intellectual Property; never contributed to AML's creation and development of this proprietary information; and was never in possession of, or exposed to, the AML Intellectual Property prior to the meeting between Matt Freese and AML in February 2011, which pertained to the work described in Proposal 802.

D.
ETI Misappropriates AML's Intellectual Property

24. During the spring of 2011, ETI asserted the baseless position that it was the owner of the AML Intellectual Property and other proprietary information owned by AML. ETI's claims and arguments as to why it is the owner of the AML Intellectual Property have been varied as well as unfounded. One such example is contained in a letter from ETI dated July 26, 2011:

> Under the unmistakable and clear terms of the Consulting Services Agreement, ETI owns the invention that has been referred to as "blood plaque removal" and the embodiments of inventions referred to as the "Electromagnetic Insertion Device" described in the AML project proposals of the spring of 2011 denominated generally under the number 802.

25. ETI continues to assert this position and other positions adverse to AML, despite the fact that, among other things, ETI never developed, invented or had any role in the creation of AML Intellectual Property; never owned or otherwise had any interest in the AML Intellectual Property; never contributed to AML's creation and development of this proprietary information; and was never in possession of, or exposed to, the AML Intellectual Property set forth in Proposal 802 prior to receipt of Proposal 802 as first authored by AML and delivered to Matt Freese during February 2011.

26. Further, during April 2011, ETI asserted the equally baseless position that it was *also* the owner of AML's medical procedure invention using a magnetic coil to remove harmful plaque from the human cardiovascular system ("Blood Plaque Removal Technology").

27. While ETI's claim to ownership of AML's Blood Plaque Removal Technology has also been varied and unfounded, it can also be summarized in another statement from ETI on July 26, 2011:

> Under the unmistakable and clear terms of the Consulting Services Agreement, ETI owns the invention that has been referred to as "blood plaque removal" and the embodiments of inventions referred to as the "Electromagnetic Insertion Device" described in the AML project proposals of the spring of 2011 denominated generally under the number 802.

28. ETI asserted the foregoing positions of ownership in AML's Blood Plaque Removal Technology and continues to assert these positions despite the fact that, among other things:

a. AML employees are the sole inventors and creators of the Blood Plaque Removal Technology; invented the technology outside of the context of "consulting services contemplated" by the Consulting Services Agreement such that no "rights of ownership are transferred" to ETI; and ETI has never played any role in the creation of the Blood Plaque Removal Technology.

b. AML is the sole owner of the Blood Plaque Removal Technology; filed a provisional patent application on this invention independent of ETI; and never transferred or conveyed any ownership or other rights in the invention to ETI.

c. Conception of the Blood Plaque Removal Technology was not based on any information which is confidential or proprietary to ETI. Examples of public disclosure of ETI information are found in the following documents: U.S. Patent No. 5,024,271; and U.S. Patent No. 6,733,668.

29. On or about April 4, 2011, and in violation of both the Consulting Services Agreement and Confidential Disclosure Agreement, ETI began misappropriating AML Intellectual Property and trade secrets owned by AML, including, but not limited to:

a. Improperly re-writing Proposal 802 to attribute conceptions set forth in an original version of the proposal as conceptions of ETI instead of AML.

b. Asserting an unconditional right to use AML Intellectual Property including, but not limited to, engaging in the work described, contemplated, and otherwise relating to Proposal 802 unilaterally and/or with third parties.

c. Improperly denying that ETI has not disclosed AML Intellectual Property or that ETI has no interest in using or disclosing AML Intellectual Property and refusing to respond to demands made by AML to cease and desist use and disclosure of

AML Intellectual Property by simply refusing to acknowledge that AML is the rightful and true owner in fact of the AML Intellectual Property (i.e., including all proprietary information set forth in Proposal 802) and claiming without any rightful basis that ETI is the owner of the AML Intellectual Property.

d. Refusing to comply with or even acknowledge AML's requests for written assurances that it has ceased engaging in any conduct relating to use or disclosure of proprietary information in Proposal 802.

e. Refusing to comply with or even acknowledge AML's demands that ETI immediately identify of all third parties to whom ETI has disclosed or allowed to use the proprietary information in Proposal 802.

f. Failing to provide any evidence or other confirmation to AML that it has ceased engaging in any of the improper conduct described above.

30. All conditions precedent necessary to bring this action have been performed, have occurred or have been waived.

COUNT I:
Declaratory Relief and Judgment
Regarding AML's Intellectual Property

31. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 30, above.

32. This is an action against Defendants for declaratory relief seeking a declaratory judgment, order and/or adjudication from this Honorable Court, as set forth below.

33. As set forth above, the AML Intellectual Property includes information, trade secrets and other intellectual property developed and owned by AML which were disclosed to

ETI beginning in February 2011 under the protection of the Confidential Disclosure Agreement, and which are described throughout Proposal 802, including in Sections 5 through 10, and Figures 1 through 5, and which include the following proprietary information:

a. "Double-Helix"™ coil configurations. *See* Proposal 802, Section 5, and related diagrams.

b. Electromagnetic Insertion Device. *See* Proposal 802, Section 6, Figure 1.

c. EID Electric Generator Operation Mode. *See* Proposal 802, Section 7, Figure 2.

d. EID Magnetic Field Mode. *See* Proposal 802, Section 8, Figures 3-4.

e. EID Field Configurations. *See* Proposal 802, Section 9, Figure 5.

34. The foregoing AML Intellectual Property (identified in Proposal 802) was developed and created solely by AML; is owned solely by AML, and AML has exclusive rights and interests in the information; and the AML Intellectual Property constitutes valuable proprietary information, trade secrets and other intellectual property of AML.

35. On the other hand, ETI never developed, invented or had any role in the creation of AML Intellectual Property described in Proposal 802; never owned or otherwise had any interest in that AML Intellectual Property; never contributed to AML's creation and development of that proprietary information; and was never in possession of, or exposed to, that AML Intellectual Property prior to a February 2011 meeting between AML and ETI at which meeting AML was requested to prepare Proposal 802.

36. Regardless of the foregoing, ETI claims that it is the owner and otherwise has rights to the AML Intellectual Property based on conception or based on contract rights.

37. As set forth above, an actual controversy exists between the parties as to the ownership and all other rights in the AML Intellectual Property.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter a declaratory judgment declaring, among other things:

a. AML is the sole owner of the AML Intellectual Property, including the proprietary information described throughout Proposal 802, including in Sections 5 through 9, and Figures 1 through 5, including the following proprietary information:

   i) "Double-Helix"™ coil configurations. *See* Proposal 802, Section 5, and related diagrams.

   ii) The Electromagnetic Insertion Device. *See* Proposal 802, Section 6, Figure 1.

   iii) The EID Electric Generator Operation Mode. *See* Proposal 802, Section 7, Figure 2.

   iv) The EID Magnetic Field Mode. *See* Proposal 802, Section 8, Figures 3-4.

   v) The EID Field Configurations. *See* Proposal 802, Section 9, Figure 5.

b. ETI is not the owner (and did not become the owner) of any intellectual property set forth in Proposal 802, including that intellectual property which AML refers to herein as the AML Intellectual Property, including the foregoing proprietary information.

c. ETI has no ownership or other interest in the AML Intellectual Property.

d. ETI did not acquire any ownership or other interest in the AML Intellectual Property at any time, including during any of the business transactions pursuant to any agreement, transaction, or relationship between AML and ETI, including the transactions described in the general allegations of this Complaint.

COUNT II:
Declaratory Relief and Judgment
Regarding AML's Blood Plaque Removal Technology

38. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 30, above.

39. This is an action against Defendants for declaratory relief seeking a declaratory judgment, order and/or adjudication from this Honorable Court, as set forth below.

40. As set forth above, Plaintiff AML is the sole inventor, creator and owner of all intellectual property, trade secrets, concepts, and designs relating to the Blood Plaque Removal Technology.

41. As set forth above, ETI has asserted the baseless position that it was the owner of the Blood Plaque Removal Technology.

42. ETI asserted this position (and continues to assert this position) despite the fact that, among other things:

a. AML employees are the sole inventors and creators of Blood Plaque Removal Technology; AML employees invented the Blood Plaque Removal Technology independent of and outside the scope of any contract relationship with ETI, i.e., outside the context of "consulting services contemplated" as that terminology is used in Paragraph H of the Consulting Services Agreement such that no "rights of ownership" blood plaque removal intellectual property "are transferred" to ETI; and ETI has never played any role in the creation of the Blood Plaque Removal Technology.

b. AML is the sole owner of Blood Plaque Removal Technology; filed a provisional patent application thereon; and never transferred or conveyed any ownership or other rights in the Blood Plaque Removal Technology to ETI.

43. As set forth above, an actual controversy exists between the parties as to the ownership and all other rights in the Blood Plaque Removal Technology.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter a declaratory judgment declaring, among other things:

a. AML is the sole owner of the Blood Plaque Removal Technology.

b. ETI is not the owner (and did not become the owner) of Blood Plaque Removal Technology under any of the First Consulting Agreement, the Second Consulting Agreement, and Agreement 784-F.

c. ETI has no ownership or other interest in the Blood Plaque Removal Technology.

d. ETI did not acquire any ownership or other interest in the Blood Plaque Removal Technology at any time, including during any of the business transactions pursuant to the First Consulting Agreement, the Second Consulting Agreement, Agreement 784-F, or any other business transactions or other interactions between the parties.

COUNT III:
Permanent and Preliminary Injunction
Against Defendant ETI

44. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 30, above.

45. This is an action for permanent and preliminary injunctive relief against Defendant.

46. As stated above, in violation of the Confidential Disclosure Agreement, ETI began misappropriating intellectual property and trade secrets owned by AML, including, but not limited to:

a. Improperly re-writing Proposal 802 to attribute conceptions set forth in an original version of the proposal as conceptions of ETI instead of AML.

b. Claiming ownership rights in AML's Intellectual Property including, but not limited to, the right to engage in the work described, contemplated, and otherwise relating to the Proposal 802 unilaterally and/or with third parties.

c. Refusing to disclose the identity of all third parties to whom ETI has improperly given and disclosed AML's intellectual property.

d. Refusing to provide assurances that ETI has ceased from engaging in any of the following conduct relating to AML Proprietary Information present in Proposal 802B: using the information in any manner; engaging in or preparing to engage in any of the work described in Proposal 802B; disclosing the Information in any manner to any third party, including contractors, subcontractors, customers, vendors or design and technical professionals.Failing to immediately return to AML all the documents, materials, and other things containing or otherwise relating to the AML's Intellectual Property as set forth in Proposal 802.

47. AML will suffer irreparable harm if Defendants are not enjoined from engaging in the foregoing acts.

48. AML has no adequate remedy at law because Defendant is continuing to act illegally and damages alone will not adequately compensate AML.

49. AML has a clear legal right to the relief requested and an injunction is in the public's interest.

WHEREFORE, Plaintiff AML respectfully requests that this Court grant temporary, preliminary, and permanent injunctive relief against Defendant, including, but not limited to, prohibiting Defendant ETI from engaging in all of the foregoing damaging conduct, and any other conduct which is likely to cause irreparable injury to Plaintiff AML; requiring Defendant ETI engage in acts which will reasonably prevent irreparable injury; and any other injunctive relief this Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury.

Respectfully submitted this 29th day of July 2011.

/s/ John Y. Benford

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