

NATURE OF THIS ACTION

1. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

THE PARTIES

2. Davis-Lynch is a corporation organized and existing under the laws of the State of Texas with its principal place of business at 2005 Garden Road, Pearland, Texas 77581.

3. Defendant HILCORP Energy Company (“HILCORP”) is a corporation organized and existing under the laws of the State of Texas with its principal place of business at 1201 Louisiana, Suite 1400, Houston, Texas 77002. HILCORP may be served through its registered agent, William P. Swenson, at 1201 Louisiana, Suite 1400, Houston, Texas 77002.

4. Defendant McRae Energy Corp. (“McRae”) is a corporation organized and existing under the laws of the State of Texas with its principal place of business at 705 Leland Street, Kerrville, Texas 78028. McRae may be served through its registered agent, Rick McRae, at 705 Leland, Kerrville, Texas 78028.

5. Defendant McRae Exploration & Production, Inc. (“McRae Exploration”) is a corporation organized and existing under the laws of the State of Texas with its principal place of business at 7904 N. Sam Houston Parkway West, Suite 310, Houston, Texas 77064. McRae Exploration may be served by its registered agent, CT Corp System, at 350 N. St. Paul Street, Dallas, Texas 75201.

6. Defendant Merit Energy Company, LLC (“Merit”) is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at 13727 Noel Road, Suite 500, Dallas, Texas 75240. Merit may be served by its registered agent, Christopher S. Gladden, at 13727 Noel Road, Suite 500, Dallas, Texas 75240.

7. Defendant Millennium Offshore Group, Inc. (“Millennium”) is a corporation organized and existing under the laws of the State of Texas with its principal place of business at 5300 Memorial, Suite 550, Houston, Texas 77007. Millennium may be served by its registered agent, Hunter L. Martin III, at 5300 Memorial, Suite 550, Houston, Texas 77007.

8. Defendant National Energy Group, Inc. (“National Energy”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 4925 Greenville Avenue, Suite 1400, Dallas, Texas 75206. National Energy may be served by its registered agent, Miles D. Bender, 1400 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206.

9. Defendant Neumin Production Company (“Neumin”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Point Comfort, Texas. Neumin may be served by its registered agent, Corporation Service Company, at 800 Brazos Street, Suite 750, Austin, Texas 78701.

10. Reef Exploration, L.P. (“Reef Exploration”) is a limited partnership organized and existing under the laws of the State of Texas with its principal place of business at 1901 N. Central Express Way, Suite 300, Richardson, Texas 75080. Reef Exploration may be served by its registered agent, Daniel C. Sibley, at 1901 N. Central Express Way, Suite 300, Richardson, Texas 75080.

11. Defendant Ridgelake Energy, Inc. (“Ridgelake”) is a corporation organized and existing under the laws of the State of Louisiana with its principal place of business in Metairie, Louisiana. Ridgelake may be served by its registered agent, Christenberry & Associates, APLC, attention Herbert W. Christenberry, at 3636 N. Causeway Blvd., Suite 300, Metairie, Louisiana 70002.

12. Defendant Tucker Energy Services USA, Inc. (“Tucker”) is a corporation organized and existing under the laws of the State of Kansas with its principal place of business at 15311 Vantage Parkway West, Suite 250, Houston, Texas 77032. Tucker may be served by its registered agent, William C. Ferebee, at 450 Gears, Sixth Floor, Houston, Texas 77067.

13. Defendant Weatherford U.S., L.P. (“Weatherford U.S.”) is a limited partnership organized and existing under the laws of the State of Louisiana with its principal place of business at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027. Weatherford U.S. may be served through its registered agent, CT Corporation System, at 1021 Main Street, Suite 1150, Houston, Texas 77002.

14. Defendant WUS Holding, LLC (“WUS Holding”) is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027. WUS Holding may be served through its registered agent, CT Corporation System, at 1021 Main Street, Suite 1150, Houston, Texas 77002.

15. Defendant Weatherford International, Inc. (“Weatherford Int’l”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 515 Post Oak Blvd., Suite 600, Houston, Texas 77027. Weatherford Int’l may be served through its registered agent, CT Corporation System, at 1021 Main Street, Suite 1150, Houston, Texas 77002.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

17. This Court has personal jurisdiction over HILCORP because HILCORP has its principal place of business in Texas. Further, this Court has personal jurisdiction over HILCORP based

upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and HILCORP's transaction of business within in this District and the State of Texas.

18. This Court has personal jurisdiction over McRae because McRae has its principal place of business in Texas. Further, this Court has personal jurisdiction over McRae based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and McRae's transaction of business within in this District and the State of Texas.

19. This Court has personal jurisdiction over McRae Exploration because McRae Exploration has its principal place of business in Texas. Further, this Court has personal jurisdiction over McRae Exploration based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and McRae Exploration's transaction of business within in this District and the State of Texas.

20. This Court has personal jurisdiction over Merit because Merit has its principal place of business in Texas. Further, this Court has personal jurisdiction over Merit based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Merit's transaction of business within in this District and the State of Texas.

21. This Court has personal jurisdiction over Millennium because Millennium has its principal place of business in Texas. Further, this Court has personal jurisdiction over Millennium based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Millennium's transaction of business within in this District and the State of Texas.

22. This Court has personal jurisdiction over National Energy because National Energy has its principal place of business in Texas. Further, this Court has personal jurisdiction over National Energy based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and National Energy's transaction of business within in this District and the State of Texas.

23. This Court has personal jurisdiction over Neumin because Neumin has its principal place of business in Texas. Further, this Court has personal jurisdiction over Neumin based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Neumin's transaction of business within in this District and the State of Texas.

24. This Court has personal jurisdiction over Reef Exploration because Reef Exploration has its principal place of business in Texas. Further, this Court has personal jurisdiction over Reef Exploration based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Reef Exploration's transaction of business within in this District and the State of Texas.

25. This Court has personal jurisdiction over Ridgelake based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Ridgelake's transaction of business within in this District and the State of Texas.

26. This Court has personal jurisdiction over Tucker because Tucker has its principal place of business in Texas. Further, this Court has personal jurisdiction over Tucker based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Tucker's transaction of business within in this District and the State of Texas.

27. This Court has personal jurisdiction over Weatherford U.S. because Weatherford U.S. has its principal place of business in Texas. Further, this Court has personal jurisdiction over Weatherford U.S. based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Weatherford U.S.'s transaction of business within in this District and the State of Texas.

28. This Court has personal jurisdiction over WUS Holding because WUS Holding has its principal place of business in Texas. Further, this Court has personal jurisdiction over WUS Holding based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and WUS Holding's transaction of business within in this District and the State of Texas.

29. This Court has personal jurisdiction over Weatherford Int'l because Weatherford Int'l has its principal place of business in Texas. Further, this Court has personal jurisdiction over Weatherford Int'l based upon its commission of one or more acts of infringement of Davis-Lynch's patent in this District and elsewhere in the State of Texas, and Weatherford Int'l's transaction of business within in this District and the State of Texas.

30. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b).

CLAIMS FOR RELIEF

31. Davis-Lynch re-alleges and incorporates by reference herein the allegations contained in the preceding paragraphs of the Complaint.

32. On January 20, 2004, U.S. Patent No. 6,679,336 ("the '336 patent"), entitled "Multi-Purpose Float Equipment and Method," was duly and legally issued by the U.S. Patent and Trademark Office. The application for the '336 patent was filed on October 17, 2001, as a continuation-in-part of U.S. Patent No. 6,401,824 ("the '824 patent") which issued on June 11,

2002. The '336 patent was reexamined, and a reexamination certificate was issued on October 9, 2007. A true and correct copy of the '336 patent with its reexamination certificate is attached as Exhibit "A" to this Complaint.

33. Davis-Lynch owns the entire right, title and interest of the '336 patent including the right to seek damages for all past infringements.

34. Defendant HILCORP has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant HILCORP is using, offering for sale, and/or selling, without limitation, the following models of mid-bore auto-fill float equipment: M45AP.

35. HILCORP will continue to infringe the '336 patent unless and until it is enjoined by this Court.

36. HILCORP has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

37. HILCORP has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until HILCORP is enjoined from infringing the '336 patent.

38. Defendant McRae has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant McRae is using, offering for sale, and/or

selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M47A0.

39. McRae will continue to infringe the '336 patent unless and until it is enjoined by this Court.

40. McRae has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

41. McRae has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until McRae is enjoined from infringing the '336 patent.

42. Defendant McRae Exploration has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant McRae Exploration is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M47A0.

43. McRae Exploration will continue to infringe the '336 patent unless and until it is enjoined by this Court.

44. McRae Exploration has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

45. McRae Exploration has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until McRae Exploration is enjoined from infringing the '336 patent.

46. Defendant Merit has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Merit is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M45AP.

47. Merit will continue to infringe the '336 patent unless and until it is enjoined by this Court.

48. Merit has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

49. Merit has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Merit is enjoined from infringing the '336 patent.

50. Defendant Millennium has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Millennium is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M45A0.

51. Millennium will continue to infringe the '336 patent unless and until it is enjoined by this Court.

52. Millennium has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

53. Millennium has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Millennium is enjoined from infringing the '336 patent.

54. Defendant National Energy has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant National Energy is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: L42A0 and M45A0.

55. National Energy will continue to infringe the '336 patent unless and until it is enjoined by this Court.

56. National Energy has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

57. National Energy has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until National Energy is enjoined from infringing the '336 patent.

58. Defendant Neumin has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Neumin is using, offering for sale, and/or

selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M45A0.

59. Neumin will continue to infringe the '336 patent unless and until it is enjoined by this Court.

60. Neumin has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

61. Neumin has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Neumin is enjoined from infringing the '336 patent.

62. Defendant Reef Exploration has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Reef Exploration is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M42A0, L45AX, and M45A0.

63. Reef Exploration will continue to infringe the '336 patent unless and until it is enjoined by this Court.

64. Reef Exploration has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

65. Reef Exploration has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for

which it has no adequate remedy at law, unless and until Reef Exploration is enjoined from infringing the '336 patent.

66. Defendant Ridgelake has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Ridgelake is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M45A0.

67. Ridgelake will continue to infringe the '336 patent unless and until it is enjoined by this Court.

68. Ridgelake has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

69. Ridgelake has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Ridgelake is enjoined from infringing the '336 patent.

70. Defendant Tucker has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Tucker is using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: L45WP, L47W0, and L35WX.

71. Tucker will continue to infringe the '336 patent unless and until it is enjoined by this Court.

72. Tucker has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

73. Tucker has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Tucker is enjoined from infringing the '336 patent.

74. Defendant Weatherford U.S. has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by making, using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Weatherford U.S. is making, using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M35A0, M35AW, M39A0, M39W0, M42AA, M42A0, M45AN, M45A0, M45AP, M46A0, M46AP, M47AA, M47A0, L32A0, L32A1, L32A2, L32W0, L32W1, L35W0, L35WP, L35WX, L37W0, L38A0, L38W0, L42A, L42AA, L42A0, L42H, L42H0, L42W0, L42W1, L42WA, L42WL, L45A0, L45AN, L45AP, L45AR, L45AX, L45HX, L45HP, L45W0, L45W1, L45WA, L45WL, L45WP, L45WR, L45WX, L46AP, L46AX, L46W0, L46WP, L47A0, L47H0, L47W0, L47WA.

75. Weatherford U.S. will continue to infringe the '336 patent unless and until it is enjoined by this Court.

76. Weatherford U.S. has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

77. Weatherford U.S. has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Weatherford U.S. is enjoined from infringing the '336 patent.

78. Defendant WUS Holding has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by making, using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant WUS Holding is making, using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M35A0, M35AW, M39A0, M39W0, M42AA, M42A0, M45AN, M45A0, M45AP, M46A0, M46AP, M47AA, M47A0, L32A0, L32A1, L32A2, L32W0, L32W1, L35W0, L35WP, L35WX, L37W0, L38A0, L38W0, L42A, L42AA, L42A0, L42H, L42H0, L42W0, L42W1, L42WA, L42WL, L45A0, L45AN, L45AP, L45AR, L45AX, L45HX, L45HP, L45W0, L45W1, L45WA, L45WL, L45WP, L45WR, L45WX, L46AP, L46AX, L46W0, L46WP, L47A0, L47H0, L47W0, L47WA.

79. WUS Holding will continue to infringe the '336 patent unless and until it is enjoined by this Court.

80. WUS Holding has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

81. WUS Holding has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until WUS Holding is enjoined from infringing the '336 patent.

82. Defendant Weatherford Int'l has been and is directly infringing, actively inducing others to infringe, and/or contributing to the infringement of at least one claim of the '336 patent in the United States by making, using, offering for sale, and/or selling, without limitation, mid-bore and large bore auto-fill float equipment. Specifically, Defendant Weatherford Int'l is making, using, offering for sale, and/or selling, without limitation, the following models of mid-bore and large bore auto-fill float equipment: M35A0, M35AW, M39A0, M39W0, M42AA, M42A0, M45AN, M45A0, M45AP, M46A0, M46AP, M47AA, M47A0, L32A0, L32A1, L32A2, L32W0, L32W1, L35W0, L35WP, L35WX, L37W0, L38A0, L38W0, L42H, L42H0, L42W0, L42W1, L42WA, L42WL, L45A0, L45AN, L45AR, L45AX, L45HX, L45HP, L45W0, L45W1, L45WA, L45WL, L45WP, L45WR, L45WX, L46AX, L46W0, L46WP, L47A0, L47H0, L47W0, L47WA.

83. Weatherford Int'l will continue to infringe the '336 patent unless and until it is enjoined by this Court.

84. Weatherford Int'l has infringed and continues to infringe the '336 patent with full knowledge of the '336 patent, and its infringement is willful.

85. Weatherford Int'l has caused and will continue to cause Davis-Lynch irreparable injury and damage by infringing the '336 patent. Davis-Lynch will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Weatherford Int'l is enjoined from infringing the '336 patent.

ATTORNEY FEES

86. Davis-Lynch asserts that this is an exceptional case such that Defendants HILCORP Energy Company, McRae Energy Corp., McRae Exploration and Production, Inc., Merit Energy Company, LLC, Millennium Offshore Group, Inc., National Energy Group, Inc., Neumin Production Company, Reef Exploration, L.P., Ridgelake Energy, Inc., Tucker Energy Services

USA, Inc., Weatherford U.S., L.P., WUS Holding, LLC, and Weatherford International, Inc. should be required to pay Davis-Lynch's reasonable costs and attorney fees in accordance with 35 U.S.C. § 285.

JURY TRIAL DEMAND

87. Pursuant to Federal Rule of Civil Procedure 38, Davis-Lynch hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Davis-Lynch prays for the following relief from this Court and Jury:

- a. That Davis-Lynch be awarded judgment against Defendants for damages, enhanced damages, interest and costs resulting from infringement and/or willful infringement of the '336 patent pursuant to 35 U.S.C. § 284;
- b. That this Court enjoin Defendants and all those in active concert or participation with Defendants from infringing the '336 patent in accordance with 35 U.S.C. § 283;
- c. That this Court determine and declare this to be an exceptional case and award Davis-Lynch its reasonable costs and attorney fees pursuant to 35 U.S.C. § 285; and
- d. That Davis-Lynch be awarded such other and further relief as may be just and appropriate.

Respectfully submitted,

/s/ Eric M. Adams
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