

THE HONORABLE RONALD B. LEIGHTON

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

Westech Aerosol Corporation, (a Washington Corporation),

Plaintiff,

v.

3M Company, (a Minnesota Corporation); and  
GTA-NHT, Inc. d/b/a Northstar Chemical (a  
Massachusetts Corporation),

Defendants.

Civil Action No. 3:17-cv-05067

**SECOND AMENDED COMPLAINT**

JURY TRIAL DEMANDED

The Plaintiff, Westech Aerosol Corporation (“Westech”), for its complaint against Defendants, 3M Company (“3M”) and GTA-NHT, Inc. d/b/a Northstar Chemical (“Northstar”) (collectively “Defendants”), requesting damages, an injunction, and other relief, alleges as follows:

**I. NATURE OF THE ACTION**

1. This is an action for infringement of United States Patent No. 7,705,056 (“the’056 Patent”) under 35 U.S.C. §§ 271 *et. seq.*

**II. PARTIES**

2. The Plaintiff, Westech Aerosol Corporation, is a corporation organized and existing under the laws of the State of Washington, with a principal place of business in Kitsap County, WA.



1           10.     The '056 Patent issued in the name of the inventor, Dr. David Carnahan (“Dr.  
2 Carnahan”). Dr. Carnahan is a named inventor on several U.S. patents. In 1981, Dr. Carnahan  
3 earned a B.S. in mathematics and chemistry from Northland College. In 1982, Dr. Carnahan  
4 earned an M.S. in business administration from Michigan Technological University. In 1986, Dr.  
5 Carnahan earned a PhD from Emory University.

6           11.     Dr. Carnahan founded Westech in Bremerton, Washington. Westech designs,  
7 manufactures, and sells aerosol adhesives, including those that are low in volatile organic  
8 compounds (“VOCs”). Over the years, Westech’s low VOC aerosol adhesives have enjoyed  
9 market acceptance and industry recognition.

10          12.     Westech is the owner of all right, title, and interest in and to the '056 Patent  
11 including all claims for infringement of the '056 Patent.

12          13.     Claim 1 of the '056 Patent claims a novel and non-obvious aerosol adhesive  
13 canister system including a gas cylinder canister, a hose, a spray gun, a hydrocarbon propellant,  
14 and an aerosol adhesive comprising a solvent mixture selected to have volatility characteristics  
15 for producing a specific spray pattern, a polymeric base in said solvent mixture, and a  
16 compressed gas dissolved in the solvent mixture.

17          14.     Claim 28 of the '056 Patent claims a novel and non-obvious spray adhesive  
18 canister system, comprising a combination of compressed inert gas and liquefied propellant  
19 usable together in said canister, wherein the relative volume and concentration of liquified  
20 propellant is minimal relative to the relative volume and concentration of compressed inert gas,  
21 wherein said combination and relative concentration of compressed inert gas and liquified  
22 propellant enables said spray adhesive canister system to maintain a consistent delivery pressure  
23 and a consistent spray coarseness irrespective of the volume of spray adhesive remaining to be  
24 dispensed from said canister, and wherein said spray adhesive is a high solids, high viscosity,  
25 low solvent and low voc blend.

26          15.     On information and belief, Defendant 3M sells the following aerosol adhesive  
27 products that are believed to infringe at least claim 1 of the '056 Patent because they contain all

1 elements of claim 1 of the '056 Patent either literally or under the doctrine of equivalents: 3M™  
 2 Foam Fast 74NF Cylinder Spray Adhesive (Clear), 3M™ General Purpose 60CA Cylinder Spray  
 3 Adhesive, 3M™ Hi-Strength Non-Flammable 98NF Cylinder Spray Adhesive (Clear), 3M™ Hi-  
 4 Strength Non-Flammable 98NF Cylinder Spray Adhesive (Red), 3M™ Hi-Strength Post  
 5 Forming 94 CA Cylinder Spray Adhesive (Clear or Red), 3M™ Hi-Strength Postforming 94 CA  
 6 Cylinder Spray Adhesive (Clear, Fragrance-Free), 3M™ Hi-Strength Postforming 94 CA  
 7 Cylinder Spray Adhesive (Red, Fragrance-Free), 3M™ HoldFast 70 Cylinder Spray Adhesive  
 8 (Clear), and Hi-Strength 94 ET Spray Adhesive (hereinafter “the 3M Claim-1 Accused  
 9 Products”).

10 16. On information and belief, Defendant 3M sells the following aerosol adhesive  
 11 products that are believed to infringe at least claim 28 of the '056 Patent because they contain all  
 12 elements of claim 28 of the '056 Patent either literally or under the doctrine of equivalents:  
 13 3M™ Foam Fast 74NF Cylinder Spray Adhesive (Clear), 3M™ General Purpose 60CA Cylinder  
 14 Spray Adhesive, 3M™ Hi-Strength Non-Flammable 98NF Cylinder Spray Adhesive (Clear), and  
 15 3M™ Hi-Strength Non-Flammable 98NF Cylinder Spray Adhesive (Red) (hereinafter “the 3M  
 16 Claim-28 Accused Products”).

17 17. On information and belief, the 3M Claim-1 Accused Products and the 3M Claim-  
 18 28 Accused Products (collectively “the 3M Accused products”) are available in canisters of  
 19 various sizes and they are available in different colors. All canister sizes and all colors of the 3M  
 20 Accused Products are accused of infringing the '056 Patent as alleged herein because the  
 21 adhesive mixture, solvent, and propellants for the 3M Accused Products are not believed to differ  
 22 substantially between the various sizes and colors.

23 18. On information and belief, Defendant Northstar sells the following aerosol  
 24 adhesive products that are believed to infringe at least claim 1 of the '056 Patent because they  
 25 contain all elements of claim 1 of the '056 Patent either literally or under the doctrine of  
 26 equivalents: 3M™ Super Stick HF, StarStuk™ HL+, StarStuk™ HM, StarStuk™ HMS,  
 27 StarStuk™ HNF 80, StarStuk™ HPLV, NauticGrip™ HPS, StarStuk™ HT, PB NFT40,

1 NauticGrip™ NG-TI, NorthStar™ NS912, Premier™ PB150, Premier™ PB900, Premier™  
2 PB910, Premier™ PB912, Premier™ PB920, Premier™ PB923, Premier™ PB925, Premier™  
3 PB925N, Premier™ PB960, Premier™ PB999, Premier™ PB2008, Premier™ SuperStick HF,  
4 StarStuk™ SG, StarStuk™ Superstick, NauticGrip™ Surfast, StarStuk™ TI-50, StarStuk™  
5 T250, and NauticGrip™ Vinyl Adhesive (hereinafter “the Northstar Claim-1 Accused Products”).

6 19. On information and belief, Defendant Northstar sells the following aerosol  
7 adhesive products that are believed to infringe at least claim 28 of the '056 Patent because they  
8 contain all elements of claim 28 of the '056 Patent either literally or under the doctrine of  
9 equivalents: StarStuk™ HMS, Premier™ PB925, and StarStuk™ TI-50 (hereinafter “the  
10 Northstar Claim-28 Accused Products”).

11 20. On information and belief, the Northstar Claim-1 Accused Products and the  
12 Northstar Claim-28 Accused Products (collectively “the Northstar Accused products”) are  
13 available in canisters of various sizes and they are available in different colors. All canister sizes  
14 and all colors of the Northstar Accused Products are accused of infringing the '056 Patent as  
15 alleged herein because the adhesive mixture, solvent, and propellants for the Northstar Accused  
16 Products are not believed to differ substantially between the various sizes and colors.

17 21. The 3M Claim-1 Accused Products and the Northstar Claim-1 Accused Products  
18 are aerosol adhesive canister systems, each designed to deliver an aerosol adhesive onto a  
19 substrate by spraying an aerosol adhesive through an attached hose and spray gun. On  
20 information and belief, each 3M Claim-1 Accused Product and each Northstar Claim-1 Accused  
21 Product includes a canister containing a hydrocarbon propellant and an aerosol adhesive  
22 comprising a solvent mixture selected to have volatility characteristics for producing a specific  
23 spray pattern. Further, on information and belief, each 3M Claim-1 Accused Product and each  
24 Northstar Claim-1 Accused Product contains a polymeric base in said solvent mixture, and a  
25 compressed gas dissolved in the solvent mixture.

26 22. The 3M Claim-28 Accused Products and the Northstar Claim-28 Accused  
27 Products are spray adhesive canister systems, each comprising a combination of compressed

1 inert gas and liquefied propellant usable together in the canister. On information and belief, the  
2 relative volume and concentration of liquified propellant in each of the 3M Claim-28 Accused  
3 Products and in each of the Northstar Claim-28 Accused Products is minimal relative to the  
4 relative volume and concentration of compressed inert gas. Further, on information and belief,  
5 the combination and relative concentration of compressed inert gas and liquified propellant in  
6 each of the 3M Claim-28 Accused Products and in each of the Northstar Claim-28 Accused  
7 Products enables the spray adhesive canister system to maintain a consistent delivery pressure  
8 and a consistent spray coarseness irrespective of the volume of spray adhesive remaining to be  
9 dispensed from the canister. Finally, for each of the 3M Claim-28 Accused Products and for each  
10 of the Northstar Claim-28 Accused Products, the spray adhesive is a high solids, high viscosity,  
11 low solvent and low voc blend.

12 23. Westech has marked its products embodying at least one claim of the '056 Patent  
13 in compliance with 35 U.S.C. § 287 by including the word "patented" on labels affixed to such  
14 products together with the patent number continuously since at least as early as September 20,  
15 2016.

16 24. On information and belief, Defendants 3M and Northstar have known about the  
17 existence of the '056 Patent since a time prior to the filing of the complaint in this matter because  
18 certain Westech employees knowledgeable about the '056 Patent have left Westech and joined  
19 Northstar, including Ken Harker and Ed Limmeroth. On information and belief, these former  
20 employees and others will testify to the fact that it was generally known at Northstar, including  
21 by management and by those responsible for formulating adhesives for 3M and Northstar, that  
22 Dr. Carnahan had one or more issued U.S. patents covering Westech's adhesive formulations.  
23 On information and belief, Northstar formulated certain low-VOC adhesive products for itself  
24 and for 3M to have the same functionality and characteristics as Westech's products covered by  
25 the '056 Patent and at the time Northstar formulated such products, it knew that Westech's  
26 products were "patent pending" or were covered by the '056 Patent.

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1 manner that directly infringes at least claim 1 of the '056 Patent.

2 30. 3M publishes and distributes instructions for its resellers and users instructing  
3 resellers and users how to combine a canister containing all of the same ingredients identified  
4 above in connection with the 3M Claim-1 Accused Products (i.e., a canister containing a  
5 hydrocarbon propellant and an aerosol adhesive comprising a solvent mixture selected to have  
6 volatility characteristics for producing a specific spray pattern, a polymeric base in said solvent  
7 mixture, and a compressed gas dissolved in the solvent mixture) with a hose and a gun in a  
8 manner that directly infringes at least claim 1 of the '056 Patent.

9 31. On information and belief, Defendant 3M has contributed to the infringement of  
10 the '056 Patent in violation of 35 U.S.C. § 271(c) by selling a component of an infringing  
11 combination, namely a canister containing all of the same ingredients identified above in  
12 connection with the 3M Claim-1 Accused Products (i.e., a canister containing a hydrocarbon  
13 propellant and an aerosol adhesive comprising a solvent mixture selected to have volatility  
14 characteristics for producing a specific spray pattern, a polymeric base in said solvent mixture,  
15 and a compressed gas dissolved in the solvent mixture), with knowledge that this component  
16 constitutes a material part of the invention, that this component was especially made or  
17 especially adapted for use in an infringement, and that this component is not a staple article or  
18 commodity of commerce suitable for substantial non-infringing use.

19 32. A canister containing all of the same ingredients identified above in connection  
20 with the 3M Claim-1 Accused Products (i.e., a canister containing a hydrocarbon propellant and  
21 an aerosol adhesive comprising a solvent mixture selected to have volatility characteristics for  
22 producing a specific spray pattern, a polymeric base in said solvent mixture, and a compressed  
23 gas dissolved in the solvent mixture) is a material part of the invention claimed in claim 1 of the  
24 '056 Patent because all that is required to directly infringe claim 1 of the '056 Patent is to  
25 combine the canister with a hose and a gun.

26 33. A canister containing all of the same ingredients identified above in connection  
27 with the 3M Claim-1 Accused Products (i.e., a canister containing a hydrocarbon propellant and

1 an aerosol adhesive comprising a solvent mixture selected to have volatility characteristics for  
2 producing a specific spray pattern, a polymeric base in said solvent mixture, and a compressed  
3 gas dissolved in the solvent mixture) is especially made or especially adapted for use in an  
4 infringement because it was made or adapted to be combined with a hose and a gun in a manner  
5 that directly infringes at least claim 1 of the '056 Patent.

6 34. A canister containing all of the same ingredients identified above in connection  
7 with the 3M Claim-1 Accused Products (i.e., a canister containing a hydrocarbon propellant and  
8 an aerosol adhesive comprising a solvent mixture selected to have volatility characteristics for  
9 producing a specific spray pattern, a polymeric base in said solvent mixture, and a compressed  
10 gas dissolved in the solvent mixture) is not a staple article or commodity of commerce suitable  
11 for substantial non-infringing use because it has no other use than to be combined with a hose  
12 and a gun in a manner infringing at least claim 1 of the '056 Patent.

13 35. On information and belief, the infringement by 3M of the '056 Patent as alleged  
14 herein has been willful because it has continued since 3M had knowledge of the '056 Patent and  
15 because 3M continued after it knew or should have known that it was infringing the '056 Patent.

16 36. As a direct result of 3M's infringement as alleged herein, Westech has suffered  
17 irreparable injury such that remedies available at law are inadequate to compensate for that  
18 injury.

19 37. Considering the balance of hardships between the Plaintiff and Defendant, a  
20 remedy in equity is warranted.

21 38. The public interest would not be disserved by a permanent injunction against  
22 further sales by 3M of the 3M Accused Products.

23 Infringement of the '056 Patent by Northstar

24 39. Westech incorporates the allegations in paragraphs 1-26 of this complaint.

25 40. Defendant Northstar has directly infringed at least claims 1 and 28 of the '056  
26 Patent by selling the Northstar Accused Products without authority in violation of 35 U.S.C. §  
27 271(a).

1           41. Defendant Northstar has actively induced infringement of at least claim 1 of the  
2 '056 Patent in violation of 35 U.S.C. § 271(b) by causing others to sell or use the Northstar  
3 Accused Products with knowledge and intent that such sale or use will directly infringe at least  
4 claim 1 of the '056 Patent. For example, Northstar has sold canisters containing all of the same  
5 ingredients identified above in connection with the Northstar Claim-1 Accused Products (i.e.,  
6 canisters containing a hydrocarbon propellant and an aerosol adhesive comprising a solvent  
7 mixture selected to have volatility characteristics for producing a specific spray pattern, a  
8 polymeric base in said solvent mixture, and a compressed gas dissolved in the solvent mixture),  
9 specifically intending that these canisters will be combined with a hose and a gun, and resold or  
10 used in a manner that directly infringes at least claim 1 of the '056 Patent.

11           42. Northstar publishes and distributes instructions for its resellers and users  
12 instructing resellers and users how to combine a canister containing all of the same ingredients  
13 identified above in connection with the Northstar Claim-1 Accused Products (i.e., a canister  
14 containing a hydrocarbon propellant and an aerosol adhesive comprising a solvent mixture  
15 selected to have volatility characteristics for producing a specific spray pattern, a polymeric base  
16 in said solvent mixture, and a compressed gas dissolved in the solvent mixture) with a hose and a  
17 gun in a manner that directly infringes at least claim 1 of the '056 Patent.

18           43. On information and belief, Defendant Northstar has contributed to the  
19 infringement of the '056 Patent in violation of 35 U.S.C. § 271(c) by selling a component of an  
20 infringing combination, namely a canister containing all of the same ingredients identified above  
21 in connection with the Northstar Claim-1 Accused Products (i.e., a canister containing a  
22 hydrocarbon propellant and an aerosol adhesive comprising a solvent mixture selected to have  
23 volatility characteristics for producing a specific spray pattern, a polymeric base in said solvent  
24 mixture, and a compressed gas dissolved in the solvent mixture), with knowledge that this  
25 component constitutes a material part of the invention, that this component was especially made  
26 or especially adapted for use in an infringement, and that this component is not a staple article or  
27 commodity of commerce suitable for substantial non-infringing use.

1           44.     A canister containing all of the same ingredients identified above in connection  
2 with the Northstar Claim-1 Accused Products (i.e., a canister containing a hydrocarbon  
3 propellant and an aerosol adhesive comprising a solvent mixture selected to have volatility  
4 characteristics for producing a specific spray pattern, a polymeric base in said solvent mixture,  
5 and a compressed gas dissolved in the solvent mixture) is a material part of the invention claimed  
6 in claim 1 of the '056 Patent because all that is required to directly infringe claim 1 of the '056  
7 Patent is to combine the canister with a hose and a gun.

8           45.     A canister containing all of the same ingredients identified above in connection  
9 with the Northstar Claim-1 Accused Product (i.e., a canister containing a hydrocarbon propellant  
10 and an aerosol adhesive comprising a solvent mixture selected to have volatility characteristics  
11 for producing a specific spray pattern, a polymeric base in said solvent mixture, and a  
12 compressed gas dissolved in the solvent mixture) is especially made or especially adapted for use  
13 in an infringement because it was made or adapted to be combined with a hose and a gun in a  
14 manner that directly infringes at least claim 1 of the '056 Patent.

15           46.     A canister containing all of the same ingredients identified above in connection  
16 with the Northstar Claim-1 Accused Products (i.e., a canister containing a hydrocarbon  
17 propellant and an aerosol adhesive comprising a solvent mixture selected to have volatility  
18 characteristics for producing a specific spray pattern, a polymeric base, and a compressed gas  
19 dissolved in the solvent mixture) is not a staple article or commodity of commerce suitable for  
20 substantial non-infringing use because it has no other use than to be combined with a hose and a  
21 gun in a manner infringing at least claim 1 of the '056 Patent.

22           46.     On information and belief, the infringement by Northstar of the '056 Patent as  
23 alleged herein has been willful because it has continued since Northstar had knowledge of the  
24 '056 Patent and because Northstar continued after it knew or should have known that it was  
25 infringing the '056 Patent.

26           47.     As a direct result of Northstar's infringement as alleged herein, Westech has  
27 suffered irreparable injury such that remedies available at law are inadequate to compensate for

1 that injury.

2 48. Considering the balance of hardships between the Plaintiff and Defendant, a  
3 remedy in equity is warranted.

4 49. The public interest would not be disserved by a permanent injunction against  
5 further sales by Northstar of the Northstar Accused Products.

6 **VI. PRAYER FOR RELIEF**

7 WHEREFORE, Westech Aerosol Corporation prays for relief against 3M and Northstar  
8 as follows:

9 A. that the court enter judgment that the '056 Patent is infringed by one or more 3M  
10 Accused Products and that Westech is entitled to an award of damages in an amount to be proven  
11 at trial but in no event less than a reasonable royalty;

12 B. that the court enter judgment that the '056 Patent is infringed by one or more  
13 Northstar Accused Products and that Westech is entitled to an award of damages in an amount to  
14 be proven at trial but in no event less than a reasonable royalty;

15 C. that the court enter judgment that the '056 Patent is not invalid;

16 D. that the court permanently enjoin Defendants from any further acts of direct  
17 infringement of the '056 Patent, including enjoining any further manufacture, sale, offers for  
18 sale, and use by Defendants of any of the 3M Accused Products and the Northstar Accused  
19 Products;

20 E. that the court permanently enjoin Defendants from any further acts of indirect  
21 infringement of the '056 Patent, including enjoining any further acts of inducement and  
22 contributory infringement;

23 F. that the court treble damages and award reasonable attorney's fees and costs  
24 pursuant to 35 U.S.C. § 285;

25 G. that the court order an accounting of all sales not presented at trial and award  
26 damages for any such sales; and

27 H. that the court enter such additional and further relief as it deems just and proper.

**VII. JURY DEMAND**

Plaintiff demands a trial by jury of all claims so triable.

DATED this 6<sup>th</sup> day of September, 2017.

LOWE GRAHAM JONES<sup>PLLC</sup>

s/Mark P. Walters

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 6, 2017, I caused the foregoing documents to be served on the following counsel of record by the method/s indicated:

PARTY/COUNSEL	METHOD OF SERVICE
<p><b>John A. Knox, WSBA # 12707</b>                      WILLIAMS, KASTNER &amp; GIBBS PLLC</p> <p>601 Union Street, Suite 4100                      Seattle, WA 98101-2380</p> <p>Phone: (206) 628-6600                      Fax: (206) 628-6611                      Email: <a href="mailto:jknox@williamskastner.com">jknox@williamskastner.com</a></p> <p><i>Attorneys for Defendants 3M Company and                      GTA-NHT, Inc. d/b/a Northstar Chemical</i></p>	<p><input type="checkbox"/> Via Hand-Delivery  <input type="checkbox"/> Via U.S. Mail  <input checked="" type="checkbox"/> Via CM/ECF System  <input checked="" type="checkbox"/> Via E-mail</p>
<p><b>Michael P. Kahn, NYSBA # 4068615</b>                      (Admitted Pro Hac Vice)  <b>Michael Petegorsky, NYSBA # 5316716</b>                      (Admitted Pro Hac Vice)  <b>Matthew Weiss, NYSBA # 5464052</b>                      (Admitted Pro Hac Vice)                      AKIN GUMP STRAUSS HAUER &amp; FELD LLP                      (NY)</p> <p>One Bryant Park                      New York, NY 10036-6745</p> <p>Phone: (212) 872-1000                      Fax: (212) 872-1002                      Email: <a href="mailto:mkahn@akingump.com">mkahn@akingump.com</a>                      Email: <a href="mailto:mpetegorsky@akingump.com">mpetegorsky@akingump.com</a>                      Email: <a href="mailto:mweiss@akingump.com">mweiss@akingump.com</a></p> <p><i>Attorneys for Defendants 3M Company and                      GTA-NHT, Inc. d/b/a Northstar Chemical</i></p>	<p><input type="checkbox"/> Via Hand-Delivery  <input type="checkbox"/> Via U.S. Mail  <input checked="" type="checkbox"/> Via CM/ECF System  <input checked="" type="checkbox"/> Via E-mail</p>
<p><b>Melissa Gibson, PBA # 319863</b>                      (Admitted Pro Hac Vice)  <b>Steve Maslowski, PBA # 84368</b>                      (Admitted Pro Hac Vice)                      AKIN GUMP STRAUSS HAUER &amp; FELD LLP                      (PHIL)</p>	<p><input type="checkbox"/> Via Hand-Delivery  <input type="checkbox"/> Via U.S. Mail  <input checked="" type="checkbox"/> Via CM/ECF System  <input checked="" type="checkbox"/> Via E-mail</p>

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<p>Two Commerce Square 2001 Market St., Suite 4100 Philadelphia, PA 19103-7013</p> <p>Phone: (215) 965-1200 Fax: (215) 965-1210 Email: <a href="mailto:mgibson@akingump.com">mgibson@akingump.com</a> Email: <a href="mailto:smaslowski@akingump.com">smaslowski@akingump.com</a></p> <p><i>Attorneys for Defendants 3M Company and GTA-NHT, Inc. d/b/a Northstar Chemical</i></p>	
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Dated this 6<sup>th</sup> day of September, 2017.

LOWE GRAHAM JONES PLLC

s/Zaldy Hidalgo  
Zaldy Hidalgo, Paralegal