

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMERICAN ASSOCIATION OF
MOTORCYCLE INJURY LAWYERS, INC.,

Plaintiff,

v.

HP3 LAW, LLC and HOWARD PIGGEE III,

Defendants.

Case No. 1:20-cv-04866

Hon. Gary S. Feinerman

DEFENDANTS' RENEWED MOTION TO DISMISS
UNDER FED. R. CIV. P. 12(b)(6)

I. INTRODUCTION

AAMIL's Amended Complaint (hereafter "Am. Compl.") adds over 30 paragraphs to its initial complaint in an attempt to cure the multiple defects shown in Defendants' initial motion to dismiss (Doc. No. 1, hereafter "Compl."). However, this additional information merely makes clear that AAMIL is operating in a manner that violates state and federal law, and that its state law and cybersquatting claims are independently without merit.

First, while AAMIL's purports to hold itself out to the public as a member organization of attorneys engaged in motorcycle accident law. Instead, AAMIL's Amended Complaint makes clear what it truly does. It (a) sells memberships to Illinois law firms based on pre-decided territories, (b) provides those law firms with a marketing plan and markets using AAMIL's mark, then (c) steers potential clients to those law firms based solely on the area from which the client is calling. *See e.g.*, Compl. ¶¶ 1, 11, 58. Combined, these activities violate the Illinois Rules of Professional Conduct, and constitute an illegal unregistered franchise under Illinois state law. Both render AAMIL's marks unenforceable in Illinois.

Second, AAMIL's amendments cannot cure the flaws in its cybersquatting and state law claims. For the cybersquatting claims, AAMIL's Amended Complaint constitutes, at best, an argument for "niche" fame – a category of fame that was abolished in 2006. And the amount which AAMIL spends on advertising, and generates in revenue, because of its marks, is far less than that which other courts have nonetheless found insufficient to uphold a finding of fame.

Third, AAMIL's Amended Complaint makes no attempt to provide factual support for its allegations that it does not require a certificate of business authority. Indeed, the detail that the Amended Complaint provides compels the conclusion that it is transacting business in the state.

Finally, AAMIL's Amended Complaint is insufficient to subject Mr. Piggee to liability in his personal capacity. Nothing in the Amended Complaint alleges that he acted in any capacity except as a manager of the corporate defendant HP3, which cannot subject him to personal liability.

AAMIL's amendments cannot, and do not, change the conclusion that its use of the mark in Illinois violates state laws and state regulation of attorneys, and that it has failed to adequately plead its claims. As a result of those violations, AAMIL simply has no rights to protect, and the Court should grant Defendants' motion to dismiss, and that dismissal should be with prejudice.

II. STANDARD OF REVIEW

In evaluating the sufficiency of a complaint under Rule 12(b)(6), the Court must construe it in the light most favorable to the non-moving party, accept well-pleaded facts as true, and draw all inferences in the non-moving party's favor. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *Cochran v. Ill. State Toll Hwy. Auth.*, 828 F.3d 597, 599 (7th Cir. 2016). However, a plaintiff must do more in the complaint than simply recite elements of a claim. The complaint must contain sufficient factual matter, accepted as true, to state a claim for relief that is plausible on its face. *Id.* Further, in ruling on a motion to dismiss, the court may consider documents attached to the complaint, documents that are critical to the complaint and referred to in it, and documents subject to judicial notice. *Geinosky v. City of Chicago*, 675 F.3d 743, 745 fn.1 (7th Cir. 2012). A plaintiff "may plead himself out of court" by making factual allegations and including documents which demonstrate it is not entitled to judgment. *Massey v. Merrill Lynch & Co.*, 464 F.3d 642, 645 (7th Cir. 2006) (citing *Centers v. Centennial Mortgage, Inc.*, 398 F.3d 930, 933 (7th Cir. 2005)).

III. STATEMENT OF LAW

AAMIL's Amended Complaint alleges trademark infringement under the Lanham Act and state law (Counts I and V), dilution (Count IV), federal, state, and common law unfair competition (Counts II, VI and VII), and federal cybersquatting law (Count III).

Where a plaintiff alleges trademark infringement, the complaint must plausibly demonstrate that the plaintiff is the owner of the mark, that the mark is protectable, and there is a likelihood of confusion between the plaintiff and defendant's mark.^{1,2} *Segal v. Geisha NYC, LLC*, 517 F.3d 501, 506 (7th Cir. 2008). In order to make out a claim for dilution, a plaintiff must show its mark is not merely protectable but (1) famous, (2) that it adopted its mark and that the mark was famous before defendant adopted its mark, (3) that defendant's mark is likely to cause dilution of plaintiff's mark, and (4) that it is using its mark in commerce and for commercial purposes. 15 U.S.C. § 1125(c)(2)(A). For a cybersquatting claim, the complaint must plausibly demonstrate that the defendant (1) has a bad faith intent to profit from plaintiff's mark, and (2) registers, traffics in, or uses a domain name that is identical or confusingly similar or dilutive to a mark that is famous. 15 U.S.C. § 1125(d)(1)(A).

Importantly for the purposes of this motion, not merely AAMIL's trademark counts, but its unfair competition, dilution and cybersquatting counts as well, require that its mark be protectable, i.e., valid and enforceable. *B&H Mfg. Co. v. Bright*, 2005 WL 1342815 at *9 (E.D.

¹ Where a plaintiff's factual allegation under Illinois unfair competition law also forms the basis for its claim under the Lanham Act, the legal inquiry is the same under both statutes. *James Burrough Ltd. v. Sign of Beefeater, Inc.*, 540 F.2d 266, 274 n.16 (7th Cir. 1976); *SB Designs v. Reebok Int'l*, 338 F. Supp. 2d 904, 914 (N.D. Ill. 2004).

² Where trademark infringement under the Lanham Act forms the basis of plaintiff's allegations under state law, the requirements under a motion to dismiss are substantially congruent. *TNT N. Am. v. Magic Touch GmbH*, 124 F.3d 876, 881 (7th Cir. 1997).

Cal. May 10, 2005)(dilution claim); *St. Luke's Cataract and Laser Institute P.A. v. Sanderson*, 2007 WL 9734142 at *6 (M.D. Fla. May 17, 2007).

IV. ARGUMENT

While registration of a trademark with the U.S. Patent & Trademark Office may provide protectable trademark rights, those rights are still subject to legal use of the mark under both federal and applicable state law. *Geraghty-Dyno Tuned Products, Inc. v. Clayton Mfg. Co.*, 190 U.S.P.Q. 508, 512 (T.M.T.A.B. 1976) (“Trademark rights, either at common law or under the Lanham Act, are acquired and maintained only by lawful use.”). If the mark, as actually used in commerce, is not in accordance with state law, then the mark may be unenforceable in that state. *Werts Novelty Co. v. Chandler & Universal Mfg. Co.*, 30 F. Supp. 774, 775 (W.D. Mo. 1939) (refusing to enforce trademark rights in Missouri because sale of lottery tickets was illegal under Missouri law); *Geraghty-Dynamo*, 190 U.S.P.Q. at 511-512 (refusing to enforce trademark rights where use of trademarked kits violated California law); *Universal Mfg. Co. v. Douglass Press, Inc.*, 1992 WL 106822 (N.D. Ill. May 15, 1992)(citing *Geraghty-Dynamo*).

All AAMIL's claims hinge on the allegation that its LAW TIGERS mark is protectable, i.e., that it is enforceable. Unfortunately, the very facts that AAMIL relies upon to support its claim demonstrate that its use renders those marks invalid and unenforceable under Illinois and/or federal law.

A. AAMIL's Amended Complaint Admits It Operates As An Illegal Client Referral Service.

In its Amended Complaint, AAMIL has deleted the direct statement that it operates as a “client referral service.” (Compare Compl. ¶ 1 with Am. Compl., ¶ 1). However, the additional detail which AAMIL adds concerning the nature of its business belies this deletion. AAMIL admits in its Amended Complaint:

22. Each AAMIL member is granted exclusive membership rights to a defined, geographic membership area. The member is listed in AAMIL's legal directory as the only member law firm with an office located in the member's exclusive membership area.

23. Potential clients who call the LAW TIGERS toll-free telephone number from a primary residence located within the membership area are routed to the member who has rights to that membership area. Similarly, all potential clients who submit an inquiry through the LAW TIGERS website for an initial consultation and list a primary residence located in a given membership area are routed to the member who has rights to that membership area.

24. AAMIL has granted membership to a law firm with a defined membership that includes Chicago, Illinois ("the Membership Area").

* * *

119. In 2019, AAMIL generated over \$20 million in income through AAMIL memberships.

Am. Compl., ¶¶ 22-24, 119. Put briefly, AAMIL (a) sells memberships in AAMIL to law firms; then (b) refers individuals who contact AAMIL to the law firm which is an AAMIL member, based solely on the area which that individual lists as a primary residence. This is the acme of a for-profit client referral service, which is forbidden under the Illinois Rules of Professional Conduct. *See* Illinois Rule of Professional Conduct 7.2(b)(2) (lawyer is prohibited from giving "anything of value to a person for recommending" the lawyer's services, except for "the usual charges of a not-for-profit lawyer referral service or other legal service organization.") Comment 5 of Rule 7.2 makes clear that "A communication contains a recommendation if it endorses or vouches for a lawyer's credentials, abilities, competence, character or other professional qualities." That is exactly what AAMIL does here. *See, e.g.,* <http://www.lawtigers.com> (last visited Oct. 30, 2020) ("Meet America's most trusted team of motorcycle lawyers who are dedicated to helping you.").

Despite deleting the term "client referral service" from its Amended Complaint, that complaint still admits that both AAMIL, and its Illinois members, are engaging in conduct which

is barred by Illinois state regulations. Without an allegation of a lawful use, AAMIL cannot maintain this lawsuit and it should be dismissed.

B. AAMIL's Use Of Its Mark Is Illegal Under Illinois And/Or Federal Law.

AAMIL's Amended Complaint attempts to plead around the requirement that a licensor impose some form of quality control on its licensees. This is because, as explained in Defendants' initial Motion to Dismiss, it is against the Illinois Rules of Professional Conduct to exercise the requisite control, or indeed any control, over the legal services that AAMIL's LAW TIGERS mark is alleged to cover. *See generally* Doc. No. 18, Section III.B. at 8-9. Instead, AAMIL alleges that it and its members effectively split their responsibilities under the mark. According to the Amended Complaint, AAMIL does an initial screening of law firms that seek to purchase AAMIL membership. Once that is complete, AAMIL performs all the marketing of legal services using its trademarks to consumers,³ while AAMIL members perform all of the legal services provided to the public. Am. Compl., ¶¶ 15, 28, 32, 117. However, in an attempt to plead its way out of a naked licensing claim, it has pleaded itself into another problem. Based on the allegations in AAMIL's Amended Complaint, it is clear AAMIL is operating an unregistered franchise under Illinois law.

³ It should be noted that AAMIL's website certainly holds itself out as having "offices" in Illinois and several other states. *See, e.g.*, www.lawtigers.com/locations (last visited May 18, 2020) (attached hereto as Exh. A); www.membership.lawtigers.com/where-we-work (last visited May 20, 2020) (attached hereto as Exh. B). However, AAMIL is a corporation, and by statute, corporations are not permitted to practice law in the state of Illinois. 705 ILCS 220/1. The Court when ruling on a Rule 12(b)(6) motion may take judicial notice of documents available on both state websites. *See Denius v. Dunlap*, 330 F.3d 919, 926 (7th Cir. 2003) (contents of government website proper item of which to take judicial notice), and publicly available websites of the parties, *see Goplin v. WeConnect, Inc.*, 893 F.3d 488, 491 (7th Cir. 2018) (taking judicial notice of statements on parties' own websites).

Under Illinois law, a franchise is a contract or agreement, either express or implied, whether oral or written, between two or more persons by which: (a) a franchisee is granted the right to engage in the business of offering, selling or distributing goods or services, under a marketing plan or system prescribed or suggested in substantial part by a franchisor; (b) the operation of the franchisee's business pursuant to such plan or system is substantially associated with the franchisor's trademark, service mark, trade name, logotype, or other commercial symbol designating the franchisor or its affiliate; and (c) the person granted the right to engage in such a business is required to pay to the franchisor, or an affiliate of the franchisor, directly or indirectly, a franchise fee of \$500 or more." 815 ILCS 705/3. AAMIL's Amended Complaint, and its own website, describes exactly such a system. AAMIL's website describes becoming a member as "a strategic approach to obtaining high value motorcycle cases" and provides a "niche marketing guide." See <http://www.membership.lawtigers.com> (last visited Oct. 30, 2020) (Exh. C). Under "What We Do," AAMIL explicitly refers to its activities as "The Marketing Program" and states "The Law Tigers developed a marketing program directed at motorcyclists, creating an entirely unique approach to niche marketing and branding" and states that "As part of our marketing strategy, AAMIL markets its member's legal services under the Law Tigers brand." See <https://membership.lawtigers.com/what-we-do/> (last visited Oct. 30, 2020) (Exh. D). AAMIL admits that it, and only it, uses the marks "on various promotional products to assist AAMIL members in advertising to the public their membership in AAMIL...and to identify the directory of AAMIL members." Am. Compl., ¶ 28. And AAMIL admits that it generated over \$20 million in revenue in a single year from AAMIL memberships. Am. Compl., ¶ 119. Simple logic compels the conclusion that it is being paid more than \$500 for those memberships.

AAMIL is not registered as a franchise in Illinois. Exh. E. Such a failure to register is an act which is illegal under Illinois law, subject to both civil penalties and criminal prosecution. 815 ILCS 705/5(1), (24), (25). And how AAMIL styles its agreements with its “members” is immaterial. *Chicago Male Medical Clinic, LLC v. Ultimate Management, Inc.*, 2014 WL 7180549 (C.D. Cal. Dec. 16, 2014) (“Consulting Agreement” was franchise agreement under Illinois law). If the circumstances under which it uses the mark is illegal, then the mark itself is unenforceable. *Universal Mfg. Co.*, 1992 WL 106822. As such, based on the statements in its own Amended Complaint and website, the court should find that AAMIL’s marks are unenforceable and all its claims should be dismissed with prejudice.

C. AAMIL’s Cybersquatting And Dilution Claims Should Be Dismissed.

In addition to the above reasons AAMIL’s Amended Complaint should be dismissed in its entirety, AAMIL’s federal cybersquatting and dilution claims (Counts III and IV) should also be dismissed because AAMIL has not alleged in any but the most bare-bones way that its marks are famous. Dilution (and by implication, cybersquatting) claims are limited to “those few truly famous marks like Budweiser beer, Camel cigarettes, Barbie Dolls and the like.” *Plumeus Inc. v. Intersog LLC*, 2013 WL 5609331 at *2 (N.D. Ill. Oct. 11, 2013) (citing *Bd. of Regents of the Univ. of Tex. Sys. v. KST Elec., Ltd.*, 550 F.Supp.2d 657, 679 (W.D. Tex. 2008) (University of Texas’ “Longhorn” logo found to be insufficiently famous to support a dilution claim)). AAMIL must provide factual content from which the court could infer that the marks are famous. And even with the additional facts alleged in its Amended Complaint, AAMIL’s claims are woefully deficient.

The specifics on which AAMIL's Amended Complaint relies for Counts III and IV are in paragraphs 117-120.⁴

117. AAMIL has members providing legal services across the United States and in approximately 42 designated markets, including in Illinois.

118. AAMIL has promoted the LAW TIGERS® network of legal services providers, motorcycle awareness, and accident safety nationwide through television and radio commercials, billboards, motorcycle magazine ads, motorcycle club newsletter ads, utilization of marketing managers to routinely visit motorcycle shops and set up and man displays at motorcycle events, motorcycle club/organization outreach, mobile billboards (i.e., vehicle wraps), printed marketing/material signage (teardrops, cut outs, flags, banners, etc.), search engine optimization, digital marketing, chat services and social media.

119. In 2019, AAMIL generated over \$20 million in income through AAMIL memberships.

120. In 2019, AAMIL spent over \$16.5 million on marketing campaigns for its members.

Am. Compl., ¶¶ 117-120.

“A service mark cannot be ‘famous’ if it is famous in one geographic part of the United States.” *Dry Clean Super Center, Inc. v. Kwik Indus.*, 2011 WL 1344226 (D. Colo. Apr. 8, 2011) (citing McCarthy on Trademarks § 24:106 (4th ed. 2011)). AAMIL's allegation that it provides legal services in forty-two “markets”⁵ is simply insufficient to plead the requisite level

⁴ The remainder of AAMIL's allegations at paragraphs 121-123, 126 and 129-130 merely reference its “strong and distinctive” mark which is clearly insufficient under federal and state dilution law. *See, e.g., Plumeus Inc. v. Intersog LLC*, 2013 WL 5609331 at *2 (Court dismissed plaintiff's claim of dilution where plaintiff alleged it “invested substantial resources in numerous national and international marketing campaigns” and “through its longstanding, continuous, and extensive use, the [] marks have become famous in the United States and Canada.”); *Brookwood Funding, LLC v. Avant Credit Corp.*, 2015 WL 11504556 at *4 (N.D. Ga. July 28, 2015); *Holding Co. of the Villages, Inc. v. Little John's Movers and Storage, Inc.*, 2017 WL 6319549 (M.D. Fla. Dec. 11, 2017).

⁵ The Court should note that 42 “markets” is not at all equivalent to 42 states – AAMIL's own website shows that much of the mid-Atlantic, New England, the Upper Midwest and South Florida are not covered by its members. *See* <https://membership.lawtigers.com/available-markets/> (last visited Oct. 20, 2020) (attached hereto as Exh. F).

of fame required. *See, e.g., Wire & Canvas LLC v. Weiser*, 2015 WL 4053928 (S.D. Ind. Aug. 15, 2014) (dismissing dilution claim where mark was known in 20 states).

Even if it was, allegations of \$20 million in revenue and \$16.5 million in marketing are far short of what courts have required to show fame. For example, in *Apple, Inc. v. Amazon.com, Inc.*, 2011 WL 2638191 (N.D. Cal. July 6, 2011), the Court rejected an argument that the mark “APP STORE” was famous despite evidence that the mark had been exposed to over 160 million individuals, Apple had spent hundreds of millions of dollars on advertising, and that there had been unsolicited third-party publications discussing the brand. *Id.* at *9, *11. Similarly, in *It’s a 10, Inc. v. Beauty Elite Group, Inc.*, 2013 WL 6834804 (S.D. Fla. Dec. 23, 2013), the court granted summary judgment despite evidence that the plaintiffs had spent millions on advertising their brand and that its revenues topped \$50 million per year. *Id.* at *8. And in *Bd. of Regents of the Univ. of Texas*, the court rejected a dilution claim in which plaintiffs showed revenues of over \$400 million attributable to the “Longhorn” mark.

Finally, AAMIL’s allegations of marketing to motorcycle enthusiasts at best constitutes “niche” fame among motorcycle riders. However, niche fame as a ground for dilution was removed in the 2006 amendment to the TDRA. *Top Tobacco L.P. v. N. Atl. Operating Co., Inc.*, 509 F.3d 380, 383-84 (7th Cir. 2007). As such, the federal dilution and cybersquatting claims should specifically be dismissed with prejudice.

D. AAMIL’s State Law Claims Should Be Dismissed.

AAMIL’s state and common law trademark claims (Counts V-VII) should also be dismissed. Under Illinois law, a corporation that is transacting business in Illinois is required to obtain a certificate of business authority. Failure to do so bars a corporation from maintaining a civil action in any court of this state until the corporation obtains that authority. 805 ILCS

5/13.70(a); *Central Mfg. Co. v. Pure Fishing Co.*, 392 F.Supp.2d 1046, 1046-47 (N.D. Ill. 2006) (dismissing trademark claims because of lack of business license). AAMIL does not dispute that it has not obtained such a certificate. *See* Exh. G. Instead, the sole allegation in its Amended Complaint relevant to this argument is in Paragraph 12:

12. AAMIL does not transact business in Illinois, or has only occasional and isolated transactions with Illinois business, and therefore is not required to obtain a certificate of authority from the Secretary of State under 805 ILCS 5/13.70(a) in order to bring and maintain this action. *Subway Restaurants, Inc. v. Riggs*, 297 Ill. App. 3d 284, 289, 696 N.E.2d 733, 737 (1998); *Career Concepts, Inc. v. Synergy, Inc.*, 372 Ill. App. 3d 395, 403, 865 N.E.2d 385, 392 (2007); *Hunter W. Finch & Co. v. Zenith Furnace Co.*, 245 Ill. 586, 594, 92 N.E. 521, 524 (1910).

“[A] plaintiff’s obligation to provide the grounds of his entitlement requires more than labels and conclusions, and a formulaic recital of the elements of a cause of action will not do.” *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007); *see also Iqbal v. Ashcroft*, 556 U.S. 662, 678 (2009) (“the tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions”). AAMIL’s statement in Paragraph 12 is nothing more than a legal conclusion set out as a statement of fact, and the Court is under no obligation to accept it. Further, AAMIL later in its Amended Complaint appears to directly contradict that claim:

22. Each AAMIL member is granted exclusive membership rights to a defined, geographic membership area. The member is listed in AAMIL’s legal directory as the only member law firm with an office located in the member’s exclusive territory.

24. AAMIL has granted membership to a law firm with a defined membership area that includes Chicago, Illinois (the “Membership Area”).

119. In 2019, AAMIL generated over \$20 million in income through AAMIL memberships.

Am. Compl., ¶¶ 22, 24, 119. These paragraphs make clear that as part of its business, AAMIL sells memberships, including those to its member in the Chicago area, and apparently south and

central Illinois. *See* Exh. F. Courts have interpreted “transacting business” under § 13.70 as “extend[ing] to anything other than an occasional or isolated transaction.” *Weinige-Epperson v. Jet Lite Prods., Inc.*, 281 Ill. App. 3d 320, 322-23, 328 N.E.2d 665, 667-68 (5th Dist. 1975).

Without a certificate of business authority, and until it obtains such a certificate, AAMIL’s state law claims should be dismissed.

E. Mr. Piggee Should Be Dismissed From This Suit.

Finally, Mr. Piggee should be dismissed from this suit. Under Seventh Circuit law, corporate officers are generally not personally liable for a corporation’s infringement, including infringement committed under their general direction. *Service by Air Inc. v. Phoenix Cartage and Air Freight LLC*, 78 F. Supp. 3d 852, 855-56 (N.D. Ill. 2015) (*citing Dangler v. Imperial Machine Co.*, 11 F.2d 945 (1926)). An exception exists solely where plaintiff makes a special showing that the officer acted willfully and knowingly. *Id.* Such a special showing is made when the individual personally participates in the manufacture or sale of the infringing article other than as an officer, when the corporation is used to carry out willful and deliberate infringements, or when he uses an irresponsible corporation for the purpose of avoiding personal liability. *Dangler*, 11 F.2d at 947. In its Amended Complaint, AAMIL alleges only that Mr. Piggee performed two actions. First, AAMIL alleges that Mr. Piggee “registered or directed registration of the domain name tigerlaw.com.” Am. Compl., ¶ 48. However, in the very next sentence, AAMIL admits that the domain itself is registered to Defendant HP3. Am. Compl., ¶ 49. Second, AAMIL alleges that the U.S. trademark application applied for by HP3 was filed by Mr. Piggee as manager of HP3. Am. Compl., ¶ 51.

AAMIL does not allege that Mr. Piggee used the TIGERLAW mark outside of the context of his duties as an officer of HP3 Law. Nor do they allege that he used the corporation

as a mere vehicle to carry out deliberate infringement, or that the corporate form is an attempt to avoid personal liability. Without more, such a bald assertion is insufficient to show that Mr. Piggee personally is liable for any alleged infringement under the *Dangler* standard. In *AVKO Educ. Res. Found., Inc. v. Wave 3 Learning Inc.*, 2015 WL 6123547 (N.D. Ill. Oct. 15, 2015), the court dismissed a claim for personally liability against an individual where plaintiff alleged the defendant treated the corporate defendants and himself as the same entity, that he paid for licensing fees personally, and that he was the source of the intellectual property at issue. *AVKO*, 2015 WL 6123547 at *8. Plaintiff has alleged no more here and the claims against Mr. Piggee should be dismissed.

V. CONCLUSION

For the reasons stated above, Defendants HP3 Law LLC and Howard Piggee III respectfully request that AAMIL's Amended Complaint be dismissed with prejudice.

Dated: October 30, 2020

Respectfully Submitted,
MASSEY & GAIL LLP

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CERTIFICATE OF SERVICE

I hereby certify that on October 30, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which automatically serves and sends notice of such filing to all counsel of record.

/s/ Constance Grieves

Constance Grieves
Counsel for Defendants