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06-CV-05714-CMP

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

SQUARE D COMPANY,

No. **C 06-5714JKA**

Plaintiff,

VERIFIED COMPLAINT AND JURY
DEMAND

v.

CONNECTICUT ELECTRIC & SWITCH
MANUFACTURING CO. and TACOMA
ELECTRIC SUPPLY, LLC,

Defendants.

NATURE OF THE ACTION

This action arises from Defendants' unlawful purchase, mislabeling, distribution, and sale of counterfeit Square D products in violation of the Lanham Act, 15 U.S.C. §§ 1114(1) and 1125(a)(1) and the Washington Consumer Protection Act ("CPA"), RCW § 19.86.010 *et seq.* Defendant, Connecticut Electric & Switch Manufacturing Co. ("Connecticut") has further violated the Lanham Act through its repackaging, relabeling and sale of authentic Square D product in such a way as to falsely identify the manufacturer and place of origin of certain breakers sold through its View-Pak system. Square D seeks to permanently enjoin Defendants from the continued infringement and dilution of Square D's trademarks through

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1 Defendants' purchase, distribution, and sale of counterfeit Square D products as well as
2 Connecticut's repackaging and relabeling of authentic Square D product in a false and
3 deceptive manner. Square D further seeks to recover monetary and punitive damages arising
4 from Defendants' willful, knowing, and unlawful activities.

5 THE PARTIES

6 1. Square D is a corporation organized and existing under the laws of the State of
7 Delaware and having its principal place of business in Palatine, Illinois. Square D is a leading
8 manufacturer and supplier of electrical distribution products for both commercial and
9 consumer applications.

10 2. Connecticut is a corporation organized and existing under the laws of the State
11 of Washington and having its principal place of business in Tacoma, Washington.
12 Connecticut also is registered to do business in Indiana and maintains an office in
13 Indianapolis. Connecticut sells electrical equipment and components, including circuit
14 breakers. Connecticut also markets and distributes a line of re-packaged circuit breakers
15 under the tradename "View-Pak" which bear the Square D trademarks.

16 3. Tacoma Electric Supply LLC ("Tacoma") is a corporation organized and
17 existing under the laws of the State of Washington and having its principal place of business
18 in Tacoma, Washington. Tacoma is an affiliate of Connecticut and likewise engages in the
19 sale and distribution of electrical equipment and components, including circuit breakers.

20 JURISDICTION

21 4. This Court has subject matter jurisdiction over this civil action pursuant to 28
22 U.S.C. § 1331 in that this action arises under the Lanham Act. See 15 U.S.C. §§ 1114(1) and
23 1125(a) and (c) (Lanham Act). This Court has supplemental jurisdiction over the related
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1 claims made under the Washington CPA and common law unfair competition pursuant to 28
2 USC §1367.

3 5. This Court has personal jurisdiction over Connecticut and Tacoma because
4 each is a resident of Washington.

5 **VENUE**

6 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because
7 Defendants' wrongful conduct occurred in this District and a substantial portion of the
8 wrongful events giving rise to Square D's claims occurred in this district.

9 **FACTUAL BACKGROUND**

10 **Square D's Business**

11 1. Square D is a world leader in the manufacture and distribution of a wide
12 variety of commercial and consumer electrical distribution products and devices. Among
13 Square D's wide product range are residential circuit breakers, electric panels, and switches.
14 The SQUARE D trademark -- a square circumscribing a square-shaped "D" -- is a famous
15 mark, recognized throughout the United States as an identifier of quality Square D parts and
16 registered with the U.S. Patent and Trademark Office (since 1926) under Registration Number
17 215,776. Attached as Exhibit A are copies of the certifications of the U.S. Patent and
18 Trademark Office website as to Square D's ownership of the SQUARE D[®] trademark, the
19 QO[®] trademark, and a trademark in the overall configuration of the QO[®] line of circuit
20 breakers. The SQUARE D[®] trademark referenced herein is only one of several federally
21 registered marks owned by Square D as part of its family of SQUARE D[®] marks.
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1 2. Square D distributes its products nationally and internationally directly and
2 through a network of authorized distributors. All of Square D's distributors, including Square
3 D's distributors in Washington, agree to sell authentic Square D products to customers at
4 competitive prices and to maintain sufficient inventory of Square D products to ensure prompt
5 and reliable service to the customer or end-user. Square D's distributorship policies and
6 agreements prohibit authorized distributors from selling Square D's products to unauthorized
7 distributors or wholesalers, such as Connecticut and Tacoma. Square D distributors may sell
8 only to electrical contractors, industrial accounts, utilities, original equipment manufacturers,
9 or other end-users.
10

11 3. Square D provides its authorized distributors with extensive training and
12 support on Square D products to ensure that its distributors have a thorough knowledge of
13 Square D's product offerings and expertise in their use and application. As a result of this
14 training and support, Square D's distributors are uniquely positioned to offer their customers
15 outstanding service, competitive prices, technical assistance, and support. Square D expends
16 substantial sums of money and numerous hours providing this training to enhance its
17 reputation for providing quality products and services to consumers and users of Square D
18 products.
19

20 4. Square D's direct sales are generally confined to certain national accounts. All
21 such sales are performed by Square D's employees. Square D does not knowingly sell to any
22 unauthorized distributors.
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1 5. The sale of electrical components is highly competitive among manufacturers
2 and distributors. Because of the similarity in function of many electrical components,
3 consumers have a choice in manufacturer of particular items. The reputation of the
4 manufacturer and its distributors, therefore, is vital to the continued economic success of
5 manufacturers of electrical components. Given the competitive environment, it is crucial for
6 Square D to maintain its reputation of providing high quality products at competitive prices as
7 well as excellent service and availability of product, both directly and through its distributors.
8

9 6. Among Square D's products is the QO[®] line of circuit breakers. QO[®] is a
10 federally registered trademark (since 1957) of Square D, bearing Registration Number
11 650,436. See Exhibit A. The QO[®] circuit breakers come in varying models, including the
12 QO[®] 120, QO[®] 230 and QO[®] 2020.
13

14 **Counterfeit Circuit Breakers and Their Threat to Public Safety**

15 7. Over the past decade, the counterfeiting of electrical components has increased
16 dramatically. One of Square D's main brands, the QO[®] circuit breaker, has been
17 counterfeited for many years and Square D has always maintained a vigorous program to
18 identify counterfeits and stop their importation and sale. The counterfeit breakers purchased,
19 distributed, and sold by Connecticut and Tacoma bear the SQUARE D[®] and QO[®] trademark
20 symbols and copy the overall configuration of genuine Square D products in violation of
21 Square D's configuration trademark.
22

23 8. When counterfeit breakers are installed in a panel-board and subjected to a
24 short circuit or an overload, however, their poor interior quality and inauthentic nature are

1 readily apparent. They often fail to trip or otherwise fail catastrophically. For example,
2 counterfeit breakers can explode. Attached as Exhibit B is a photograph of an exploding
3 counterfeit breaker. Anyone near one of the breakers when it explodes would be subjected to
4 extreme heat, sprays of molten metal, and a powerful blast of energy. If the breaker does not
5 explode, it may nonetheless fail to protect a home or building's electrical system from a short
6 circuit or overvoltage event, thereby allowing wires to overheat and smolder and eventually
7 start a fire. Because counterfeit breakers are a genuine threat to consumer safety and, by
8 extension, threaten the good reputation and value of the Square D marks, Square D vigorously
9 defends its marks and consumers from the hazards posed by counterfeit breakers.

11 **Connecticut Purchases and Distributes Counterfeit Square D Products**

12 9. As part of Square D's ongoing investigation into counterfeiting activities and
13 in connection with other litigation, Square D issued a subpoena to Connecticut in June, 2006.
14 Eventually, Connecticut produced documents and permitted inspection of its current Square D
15 inventory. Connecticut represented that the inspected inventory included any Square D
16 products in Tacoma's inventory. Connecticut's inventory in Indiana was not included and has
17 not yet been inspected.

18 10. During the inspection of Connecticut's and Tacoma's Washington inventory,
19 Square D confirmed that a significant portion of Connecticut's inventory was counterfeit. All
20 of Connecticut's counterfeit Square D inventory bore Square D's registered marks and copied
21 the trademarked configuration of Square D's QO line of circuit breakers.
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1 11. Connecticut later identified Specialty Lamp International, Inc. ("Specialty") as
2 one source of the counterfeit breakers. Through separate litigation, Square D confirmed that
3 beginning in early 2005, Specialty imported and sold approximately 168,000 counterfeit
4 Square D circuit breakers. Specialty ultimately agreed to the entry of a consent order
5 prohibiting it from further sales of counterfeit Square D products and requiring it to recall the
6 counterfeit breakers. A copy of the Consent Order is attached as Exhibit C.
7

8 12. Connecticut purchased Square D products from a number of additional
9 suppliers which Square D reasonably believes trafficked in counterfeit breakers. Specifically,
10 Connecticut purchased Square D circuit breakers from North American Breaker Company
11 ("NABCO"), a company which purchased tens of thousands of counterfeit circuit breakers
12 from Specialty and several other suppliers including ABN Direct and Latin American
13 Investment Group, LLC ("LAI"). Based upon Square D's investigation, both ABN and LAI
14 sold only counterfeit Square D circuit breakers. Given NABCO's substantial purchases of
15 counterfeit circuit breakers, all or some portion of the circuit breakers Connecticut purchased
16 from NABCO are counterfeit.
17

18 13. Connecticut also purchased Square D circuit breakers from Miami Breakers,
19 Inc., a Florida corporation that Square D has confirmed distributed and sold counterfeit
20 Square D circuit breakers.
21

22 14. Upon information and belief, Tacoma directly or through Connecticut
23 purchased counterfeit Square D circuit breakers from Specialty, NABCO, Miami and/or
24 others.

1 15. None of Connecticut's suppliers were authorized Square D distributors. Thus,
2 the authenticity of any and all Square D circuit breakers purchased from unauthorized
3 resellers of Square D products remains unknown and the subject of further investigation.

4 16. Except for the Square D inventory in Connecticut's possession as of the date of
5 Square D's inspection, all other Square D circuit breakers that Connecticut had purchased had
6 been sold to other electrical products distributors or consumers. Connecticut, therefore, has
7 placed substantial quantities of counterfeit circuit breakers into the marketplace. Upon
8 information and belief, Tacoma sold and/or distributed counterfeit Square D products
9 obtained from Specialty, NABCO, Miami and others.

10
11 **The View-Pak Circuit Breakers**

12 17. In addition to selling circuit breakers to other electrical distributors and end
13 users, Connecticut markets and distributes circuit breakers as part of the View-Pak system.
14 The View-Pak system is a marketing strategy used to sell replacement circuit breakers to
15 consumers. Connecticut repackages circuit breakers obtained from manufacturers and other
16 sources into a clear plastic wrapper which can be opened and resealed without damaging the
17 packaging. The View-Pak circuit breakers can be displayed in a compact way at retail stores
18 specializing in home improvement and repairs. The clear plastic label bears Connecticut's
19 name and address, thereby suggesting that Connecticut manufactured the product.

20 18. Among the various circuit breakers offered by Connecticut as part of the View-
21 Pak system are Square D's QO line of circuit breakers. As part of its repackaging of Square
22 D's circuit breakers, Connecticut applies or affixes additional labeling which uses the Square
23 D's circuit breakers, Connecticut applies or affixes additional labeling which uses the Square
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1 D mark and depicts the flag of the United States, thereby inaccurately designating the place of
2 origin of certain of the breakers. Connecticut has no license or authority to use this
3 misleading mark. Connecticut also adds a UPC label which identifies the breaker with the
4 prefix "SQD" and identifies Connecticut as the manufacturer of the breaker.
5

6 19. Connecticut is not an authorized re-packager of Square D's products and has
7 no rights to use, reproduce or place Square D's marks upon any products. Square D has never
8 granted a license in its marks to Connecticut or Tacoma. Connecticut does not manufacture
9 Square D circuit breakers.

10 20. Connecticut's re-packaging and labeling of Square D's products and use of
11 Square D's trademarks without permission has diluted and unless stopped will continue to
12 dilute Square D's trademarks. Connecticut's re-packaging and labeling also inaccurately
13 suggests that Connecticut is either the manufacturer of the Square D product or an authorized
14 distributor of Square D products, neither of which is true. The labels misrepresent the place
15 of origin of certain of the circuit breakers thereby further infringing on and diluting Square
16 D's marks.
17

18 **CLAIMS FOR RELIEF**

19 **First Cause of Action**
20 **Trademark Infringement in Violation of the Lanham Act**
21 **15 U.S.C. §§ 1114 and 1125 (a)(1)**
22 **(All Defendants)**

23 21. Square D incorporates the preceding allegations as if fully restated herein.

24 22. Section 1114(1) of the Lanham Act states:

1 (1) Any person who shall, without the consent of the registrant --

2 (a) use in commerce any reproduction, counterfeit, copy or
3 colorable imitation of a registered mark in connection with the sale, offering
4 for sale, distribution or advertising of any goods or services or in connection
5 with which such use is likely to cause confusion, or to cause mistake, or to
6 deceive; or

7 (b) reproduce, counterfeit, copy or colorably imitate a registered
8 mark and apply such reproduction, counterfeit, copy or colorable imitation to
9 labels, signs, prints, packages, wrappers, receptacles or advertisements
10 intended to be used in commerce upon or in connection with the sale, offering
11 for sale, distribution, or advertising of goods or services on or in connection
12 with which such use is likely to cause confusion, or to cause mistake, or to
13 deceive,

14 shall be liable in a civil action or by the registrant hereinafter provided.

15 23. Section 1125(a) of the Lanham Act provides, in pertinent part:

16 (1) Any person who, on or in connection with any goods or services, or any
17 container for goods, uses in commerce any work, term, name, symbol, or
18 device, or any combination thereof, or any false designation of origin, false or
19 misleading description of fact, or false or misleading representation of facts,
20 which --

21 (A) is likely to cause confusion or to cause mistake, or to deceive as
22 to the affiliation, connection, or association of such person with another
23 person, or as to the origin, sponsorship, or approval of his or her goods,
24 services, or commercial activities by another person

shall be liable in a civil action by any person who believes that he or she is or
is likely to be damaged by such act.

25 24. The SQUARE D[®] mark and QO[®] mark are registered trademarks owned by
26 Square D. The overall configuration of the QO[®] line of circuit breakers is also a registered
27 trademark owned by Square D.

1 25. Products marked with SQUARE D® marks are readily identified as Square D
2 products. Similarly, circuit breakers marked with or sold under the QO® mark are readily
3 identified as Square D products. By virtue of these marks, Square D's products, including its
4 QO® circuit breakers, have a distinctive trade dress. In addition, Square D's products,
5 including its QO® circuit breakers, have a distinct physical appearance and configuration.
6 Square D owns the trademark for this distinct configuration. See Exhibit A.
7

8 26. Because the average consumer would not be able to identify an authentic
9 Square D product from a counterfeit product absent the marks, the presence of the
10 SQUARE D® or QO® mark on a product would likely cause consumers to believe that
11 products bearing the marks are authentic when they are, in fact, counterfeit.
12

13 27. At various times, Defendants purchased, distributed and/or sold counterfeit
14 Square D circuit breakers. All of the counterfeit breakers at issue bear replicas of Square D's
15 trademarks and copy the overall configuration of Square D's breakers. By purchasing,
16 distributing and selling these counterfeit breakers, Defendants divert sales of legitimate
17 products from Square D and unjustly profit from the unlawful use of Square D's registered
18 marks.
19

20 28. Further, Connecticut has unlawfully used Square D's trademarks as part of its
21 View-Pak system, placing replicas of Square D's marks on its packages. Connecticut's View-
22 Pak packaging falsely suggests that Connecticut is the manufacturer or authorized distributor
23 of the Square D circuit breaker and inaccurately states the place of origin of the breakers.
24

1 29. Square D at no time consented to Defendants' use of Square D's trademarks or
2 trade dress for any purpose, including the advertising of any Square D products, whether
3 authentic or counterfeit.

4 30. As a result of (a) Defendants' unlawful marketing and sale of counterfeit
5 goods, (b) Connecticut's misuse of Square D's marks and (c) Connecticut's false designation
6 of the place of origin of the View-Pak circuit breakers, Square D has suffered injury to its
7 reputation and goodwill. In addition, Square D has suffered injury in the form of lost sales in
8 an amount yet to be determined.

9 31. Unless Defendants are restrained from further use of Square D's marks,
10 Square D will suffer irreparable harm to its reputation and goodwill and will continue to
11 suffer lost sales. Further, consumers may suffer personal or other injuries unless Defendants
12 are restrained from manufacturing, selling, exporting, importing or otherwise distributing
13 counterfeit goods.

14 32. Defendants' infringement of Square D's marks and trade dress presents an
15 exceptional case. Defendants knew, or reasonably should have known, that the circuit
16 breakers at issue were not authentic Square D breakers. Most notably, the prices at which
17 Defendants purchased the counterfeit Square D breakers reasonably should have informed
18 them of the inauthentic nature of the products they purchased. Connecticut further knew that
19 it was not authorized to use Square D's marks and that its labels contained misleading
20 information about the place of origin of the breakers. Defendants' purchase, distribution, and
21 sale of counterfeit Square D circuit breakers and misuse of Square D's marks was purposeful
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1 and knowing and merits a finding that exceptional circumstances exist sufficient to support an
2 award of attorneys' fees and enhanced damages.

3
4 **Second Cause of Action**
5 **Trademark Dilution in Violation of the Lanham Act**
6 **15 U.S.C. § 1125 (c)**
7 **(All Defendants)**

8 33. Square D incorporates the preceding allegations as if fully restated herein.

9 34. The Square D mark consisting of a yellow "D" printed as a block letter and
10 circumscribed by a square is a famous mark. Square D's mark has become synonymous with
11 Square D and is recognized worldwide as a marker of Square D's products.

12 35. Section 1125(c) prohibits the unauthorized use of a copy of a trademark and
13 affords a right of injunctive relief to restrain and prohibit such use. 15 U.S.C. § 1125(c).

14 36. Through its View-Pak system, Connecticut fabricates packaging for
15 replacement circuit breakers, including Square D circuit breakers, places Square D's
16 trademarks on that packaging, and places a label bearing the Square D mark (i.e., the
17 circumscribed "D") on the circuit breaker itself.

18 37. Connecticut does not hold a license or any rights in Square D's trademarks.
19 Square D has never consented to Connecticut's use of its marks.

20 38. Connecticut's labels also inaccurately indicate that all of the breakers which it
21 repackages are made in Mexico from parts made in the USA. This description is not
22 applicable to all of the repackaged goods.

1 39. Connecticut's unlawful misuse of Square D's marks falsely suggests that it is
2 the manufacturer or authorized distributor of Square D's products and for some breakers
3 falsely suggests the place of origin of the breaker.

4 40. Connecticut's unlawful use of Square D's marks dilutes or tarnishes Square
5 D's marks.

6 41. Unless Connecticut is restrained from further use of Square D's marks in its
7 repackaging of Square D's products, Square D's marks will continue to be diluted, Square D
8 will suffer damage and irreparable injury to its reputation and goodwill, and will continue to
9 suffer lost sales.

10 42. Defendants' dilution and tarnishment of Square D's marks presents an
11 exceptional case. Defendants knew, or reasonably should have known, that the circuit
12 breakers at issue were not authentic Square D breakers. Defendants' misuse of Square D's
13 marks was purposeful and knowing and merits a finding that exceptional circumstances exist
14 sufficient to support an award of attorneys' fees and enhanced damages.
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18 **Third Cause of Action**
19 **Violation of the Washington Consumer Protection Act**
20 **(All Defendants)**

21 43. Square D incorporates the preceding allegations as if fully restated herein.

22 44. The CPA prohibits the use of unfair and deceptive practices in the conduct of
23 trade or commerce and unfair competition. RCW § 19.86.020.
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1 45. As set forth more fully above, Defendants have used unfair and deceptive
2 practices and have otherwise engaged in unfair competition in the course of distributing and
3 selling Square D circuit breakers. Namely, Defendants have purchased, distributed and/or
4 sold counterfeit Square D circuit breakers and have further improperly used Square D's marks
5 without permission and so as to convey false and misleading information.
6

7 46. As a result of Defendants' unfair and deceptive practices and unfair
8 competition, unsuspecting consumers have purchased the counterfeit breakers believing them
9 to be authentic Square D products and Square D has suffered damages in the form of injury to
10 reputation and costs incurred in defending and protecting same.

11 47. Defendants' unfair and deceptive practices pose a threat to public safety
12 because the counterfeit breakers do not function properly in overload situations and can
13 explode or otherwise fail. The improper functioning of the counterfeit breakers poses a risk
14 of personal injury or property damage to consumers upon installation into an electrical panel
15 board.
16

17 48. Defendants' unfair and deceptive practices and unfair competition have caused
18 injury to Square D because (a) it has lost the sale of authentic Square D product; (b) Square
19 D's reputation and goodwill have been damaged upon the failure of the counterfeit breakers to
20 function properly; and (c) the value of Square D's trademarks has been diluted, diminished
21 and tarnished through Defendants' unlawful and unauthorized use of those marks.
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1 49. Unless restrained and enjoined from the unlawful and unauthorized use of
2 Square D's marks, Square D will continue to suffer irreparable harm in the form of lost sales,
3 injury to its reputation and goodwill, and damage to the value of its trademarks.

4 50. Because Defendants' conduct was knowing, intentional, and willful, an award
5 of treble damages and attorneys' fees is appropriate. RCW §19.86.090.
6

7 **Fourth Cause of Action**
8 **Unfair Competition**
 (All Defendants)

9 51. Square D incorporates the preceding allegations as if fully restated herein.

10 52. Under Washington law, Defendants had a duty to refrain from unfair
11 competition.

12 53. As set forth more fully above, Defendants have engaged in unfair competition
13 in the course of distributing and selling Square D circuit breakers through the purchase and
14 sale of counterfeit Square D circuit breakers and the improper use of Square D's registered
15 trademarks without permission and so as to convey false and misleading information.
16

17 54. As a result of Defendants' unfair competition, Square D has suffered damages
18 in the form of injury to reputation and costs incurred in defending and protecting its reputation
19 and trademarks.

20 55. Defendants' unfair and deceptive practices and unfair competition have caused
21 injury to Square D because (a) it has lost the sale of authentic Square D product; (b) Square
22 D's reputation and goodwill have been damaged upon the failure of the counterfeit breakers to
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1 function properly; and (c) the value of Square D's trademarks has been diluted, diminished
2 and tarnished through Defendants' unlawful and unauthorized use of those marks.

3 56. Unless restrained and enjoined from unfairly competing with Square D, Square
4 D will continue to suffer irreparable harm in the form of lost sales, injury to its reputation and
5 goodwill, and damage to the value of its trademarks.
6

7 **PRAYER**

8 Wherefore, Square D prays for relief against the Defendants as follows:

9 A. Entry of an Order enjoining and restraining each of the Defendants and their
10 respective agents, representatives, officers and employees from purchasing, distributing or
11 selling counterfeit Square D products;
12

13 B. Entry of an Order requiring each Defendant to account to Square D for each
14 and every purchase and sale of counterfeit breakers;

15 C. Entry of an Order enjoining and restraining each of the Defendants and their
16 respective agents, representatives, officers and employees from re-packaging or labeling
17 Square D's products through the use of Square D's marks or false or misleading information
18 about the manufacturer or place of origin;
19

20 D. Entry of an Order requiring each Defendant to account to Square D for each
21 and every purchase and sale of Square D breakers sold by Defendants through the View-Pak
22 system;
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1 E. Entry of an Order enjoining and restraining each of the Defendants and their
2 respective agents, representatives, officers and employees from using Square Ds marks in any
3 manner whatsoever;


4 F. Award Square D its actual damages in an amount to be proved at trial;

5 G. Award Square D treble damages pursuant to RCW § 19.86.090; and

6 H. Award Square D its reasonable attorney's fees incurred in connection with its
7 claims under the Washington CPA and the Lanham Act.

8 DATED this 20th day of December, 2006.

9
10
11 CORR CRONIN MICHELSON
12 BAUMGARDNER & PREECE LLP

13 

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18 **WILDMAN, HARROLD, ALLEN**
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20 *petition for admission pro hac vice pending*

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Counsel for Plaintiff Square D Company

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JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), plaintiffs respectfully demand a trial by jury.

DATED this 20th day of December, 2006.

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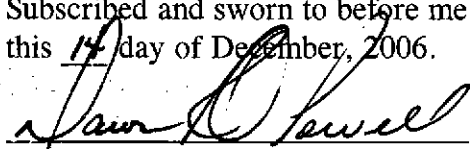
VERIFICATION

I, Tracy Garner, Manager of Anti-Counterfeiting and Unauthorized Distribution for Square D Company, state that I have read the foregoing Verified Complaint, that I have made diligent inquiry into the facts and allegations contained in the Verified Complaint and that the same are true and correct to the best of my knowledge and belief.



Tracy Garner

Subscribed and sworn to before me
this 17 day of December, 2006.



Notary Public

My commission expires: 10-9-10