SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

TECHNOLOGY ASSOCIATION OF AMERICA, Plaintiff, - vs - INFORMATION TECHNOLOGY INDUSTRY COUNCIL, INC*., et al.*, Defendants.	Civil Action No.: 2013 CA 007598 B Hon. John M. Mott Next Event: Initial Conference; February 7, 2014

ALLEN R. HODGKINS, PAMELA WALKER & CAROL HENTON'S
MOTION TO DISMISS PLAINTIFF'S COMPLAINT

Defendants, Allen R. Hodgkins, Pamela Walker and Carol Henton (collectively the "Individual Defendants") move, pursuant to Rule 12(b)(6) of the Superior Court Civil Procedure Rules, to dismiss the complaint for failure to state a claim upon which relief can be granted.

First, the claim for tortious interference fails because: (a) the Complaint states no facts that show that the alleged interference was by improper or wrongful means, as required by the law; (b) that TechAmerica suffered any damages as a result of the Individual Defendants' actions; and (c) it rests entirely on a contract, and thus cannot be asserted as an independent tort. Second, civil conspiracy is not an independent claim in the District of Columbia and is preempted. Third, TechAmerica's misappropriation claim fails because the Complaint is factually devoid of any allegations to support its bald contention that the allegedly misappropriated information qualified as a protected trade secret. Finally, TechAmerica fails to allege that it was denied use of its property and therefore its conversion claim must also fail.

In support of this motion, the Individual Defendants rely on the attached Memorandum of Law.

Dated: November 27, 2013

Respectfully submitted,

/s/ Leslie Paul Machado

Leslie Paul Machado (DC Bar No. 472395)
LeClairRyan, a Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22310
(703) 647-5928 (phone)
(703) 647-5968 (facsimile)
leslie.machado@leclairryan.com

Counsel for Allen R. Hodgkins, Pamela Walker and Carol Henton

RULE 12-I CERTIFICATION

On November 27, 2013, I contacted Christine Nicolaides Kearns, counsel for TechAmerica, to ascertain if it would consent to the relief sought by this motion. Ms. Kearns indicated that TechAmerica did not consent, necessitating this motion.

/s/ Leslie Paul Machado
Leslie Paul Machado

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2013, I filed a copy of the foregoing with the Court using Case Express, which will serve all counsel of record, and that I separately served the foregoing on the following counsel via electronic mail:

Christine Nicolaides Kearns
Matthew J. MacLean
Keith D. Hudolin
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1122

/s/ Leslie Paul Machado
Leslie Paul Machado

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

TECHNOLOGY ASSOCIATION OF AMERICA, Plaintiff, - vs - INFORMATION TECHNOLOGY INDUSTRY COUNCIL, INC., *et al.*, Defendants.	Civil Action No.: 2013 CA 007598 B Hon. John M. Mott Next Event: Initial Conference; February 7, 2014

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE INDIVIDUAL DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT

Rather than compete in the marketplace, Technology Association of America, Inc. ("TechAmerica") seeks to thwart lawful competition by unwisely spending its members' money to sue three of its former employees, Allen R. Hodgkins ("Mr. Hodgkins"), Pamela Walker ("Ms. Walker") and Carol Henton ("Ms. Henton") (collectively the "Individual Defendants"), and its main competitor, the Information Technology Industry Council, Inc. ("ITI").

The Individual Defendants are all former employees of TechAmerica who wanted to make a change and move to an organization with a different vision on providing member services. Rather than focusing on the many issues that precipitated this move, TechAmerica instead filed this lawsuit in a thinly-veiled attempt to prevent its former employees from serving clients and the marketplace. The suit against the Individual Defendants is based upon the faulty presumption that there is an employment contract or other agreement between them and TechAmerica that contains non-compete or non-solicitation provision. That is false.

In fact, none of the Individual Defendants entered into any agreement or contract with TechAmerica that prevented them from approaching or soliciting its members, or from competing

with TechAmerica for business. Indeed, TechAmerica does not assert that the Individual Defendants were bound by any non-compete or non-solicit provision. Instead, it claims that the Individual Defendants somehow breached various provisions of its Employee Handbook. This argument fails for multiple reasons, including that:

- by its terms, the Employee Handbook only precludes the use of confidential or proprietary information to induce any customer of TechAmerica to cease doing business with TechAmerica or to persuade any employee of TechAmerica to terminate his or her employment with TechAmerica, and the evidence definitively will establish that there was no attempt by the Individual Defendants to persuade any of TechAmerica's clients to cease doing business with it and that no confidential or proprietary information was used to have TechAmerica members cease doing business or to persuade TechAmerica employees to terminate his or her employment with TechAmerica; and

- it does not appear that any of the Individual Defendants signed, or were even provided with, the version of the Employee Handbook referenced in TechAmerica's Complaint.

But the Court does not need to wait until discovery confirms that TechAmerica's claims are meritless. As shown below, all of the claims in the Complaint are fatally deficient, as a matter of law, and should be dismissed now.

First, the claim for tortious interference fails because: (a) the Complaint states no facts that show that the alleged interference was by improper or wrongful means, as required by the law; (b) that TechAmerica suffered any damages as a result of the Individual Defendants' actions; and (c) it rests entirely on a contract, and thus cannot be asserted as an independent tort. Second, civil conspiracy is not an independent claim in the District of Columbia and is preempted. Third, TechAmerica's misappropriation claim fails because the Complaint is factually devoid of any allegations to support its bald contention that the allegedly misappropriated information qualified as a protected trade secret. Finally, TechAmerica fails to allege that it was denied use of its property and therefore its conversion claim must also fail.

LEGAL STANDARD

To survive a motion to dismiss, a complaint "must set forth sufficient information to outline the legal elements of a viable claim for relief or to permit inferences to be drawn from the complaint that indicate that these elements exist." *Chamberlain v. Am. Honda Fin. Corp.*, 931 A.2d 1018, 1023 (D.C. 2007) (internal quotation omitted). However, the "'[f]actual allegations must be enough to raise a right to relief above the speculative level . . . .'" *Clampitt v. Am. Univ.*, 957 A.2d 23, 29 (D.C. 2008) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 127 S. Ct. 1955, 1965 (2007)). A complaint must contain "more than labels and conclusions" or "a formulaic recitation of the elements of a cause of action." *See Murray v. Motorola, Inc.*, 982 A.2d 764, 783 n.32 (D.C. 2009) (quoting *Twombly*, 550 U.S. 544, 555, 127 S. Ct. 1955 (2007)).

ARGUMENT

I. TECHAMERICA'S TORTIOUS INTERFERENCE WITH BUSINESS ADVANTAGE CLAIM MUST BE DISMISSED BECAUSE THE COMPLAINT FAILS TO ALLEGE FACTS SHOWING IMPROPER INTERFERENCE OR RESULTING DAMAGES AND BECAUSE THE CLAIM CANNOT STAND AS AN INDEPENDENT TORT

TechAmerica's claim for tortious interference is premised on the allegation that one of the defendants, Ms. Henton, allegedly contacted members of TechAmerica to inform them of her move to ITI and asked them to become members of ITI (Complaint ¶ 22); that the other Individual Defendants, Mr. Hodgkins and Ms. Walker, were copied on some emails (Complaint ¶ 24); and that Ms. Walker allegedly tried to form a committee at ITI that was similar to one at TechAmerica, at Mr. Hodgkin's direction (Complaint ¶¶ 27-30).

This is the sum of the activity TechAmerica alleges interfered with its prospective business advantage: inducing its members to join ITI and trying to form a competing committee at ITI (Complaint ¶¶ 33). While TechAmerica may find competition undesirable, mere competitive activity does not rise to the standard required to sustain this cause of action. However distasteful

TechAmerica may find competition, it certainly has not identified any damages it has suffered as a result of this competitive activity. Finally, because TechAmerica's claim rests entirely on the alleged provisions of the Employee Handbook, it cannot be brought as a tort claim.

A. Mere Competition Does not Equal Wrongful or Improper Conduct

TechAmerica fails to allege any wrongful or improper conduct on the part of the Individual Defendants that interfered with TechAmerica's relationship with its members. To establish a claim for tortious interference, TechAmerica must prove: (1) the existence of a business relationship; (2) defendants' knowledge of the business relationship; (3) intentional interference, by wrongful or improper means, with that relationship by defendants; and (4) resulting damages. *Furash & Co., Inc. v. McClave*, 130 F. Supp. 2d 48, 55-56 (D.D.C. 2001) (citing *Mercer Management Consulting v. Wilde*, 920 F. Supp. 219, 239 (D.D.C. 1996)). And competitive activity alone does not "constitute intentional interference with prospective business advantage, unless accomplished by wrongful or improper means, such as fraud. . . ." *Mercer*, 920 F. Supp. at 239 (quoting *International City Mgt. Ass'n Ret. Corp. v. Watkins*, 726 F. Supp. 1, 6 (D.D.C.1989)). No fraud is alleged by TechAmerica.

Further, to support a tortious interference claim, TechAmerica must show that the breach was procured intentionally and without legal justification. *See Dyer v. William S. Bergman & Associates, Inc.*, 657 A.2d 1132, 1139 n.10 (D.C. 1995). "Lawful competition does not constitute unjustifiable interference." *Modis, Inc. v. Infotran Systems, Inc.*, 893 F. Supp. 2d 237, 241 (D.D.C. 2012) (citation omitted). Accordingly, TechAmerica must "demonstrate that the defendant engaged in conduct that is 'egregious; for example, it must involve libel, slander, physical coercion, fraud, misrepresentation, or disparagement.'" *Id.* (citation omitted). No such acts are alleged here. Absent such a showing, TechAmerica's tortious interference claim must fail. *See Sheppard v. Dickstein, Shapiro, Morin & Oshinsky*, 59 F. Supp. 2d 27 (D.D.C. 1999) (motion to dismiss granted because complaint did not plead facts showing intentional or wrongful conduct).

To try and get around the problem posed by the fact that none of the Individual Defendants were bound by a non-solicitation clause or non-compete agreement prohibiting contact with TechAmerica's clients, TechAmerica enlists its Employee Handbook. Yet this attempt is unavailing because no such prohibition exists within the Employee Handbook. Complaint ¶ 12. Nothing in the Employee Handbook, or otherwise, prohibited the Individual Defendants from contacting or soliciting TechAmerica's members to become members of ITI—thus the acts alleged in the Complaint were not wrongful and were wholly lawful.

Realizing this, TechAmerica alleges that Ms. Henton's conduct was wrongful because it involved an alleged misappropriation of an alleged trade secret. Complaint ¶¶ 18-21. As demonstrated below, nothing in the Complaint rises to the level of a trade secret and, therefore, any alleged breach related to such information cannot serve as the basis for wrongful or unlawful conduct.

TechAmerica also tries the same legerdemain with regards to Ms. Walker. The tortious interference claim against her, made "upon information and belief," claims only that she used her "knowledge" of the membership of a health advisory committee to reconstitute a similar committee at ITI. Complaint ¶¶ 27-31. And TechAmerica's tortious interference claim against Mr. Hodgkins is even more tenuous, and again premised "upon information and belief," that he directed Ms. Walker in her attempts to form a health information advisory committee at ITI. Complaint ¶ 30.

But none of these activities were prohibited. They were merely competitive acts that TechAmerica does not like, taken by former employees, and, as such, cannot form the basis to support a claim for tortious interference. *See Modis*, 893 F. Supp. 2d at 242 (granting motion because party could not show "that the communications complained of were anything more than competitive activity that cannot form the basis of a tortious interference claim").

B. TechAmerica Admits it has Suffered No Damage

Assuming, *arguendo,* that TechAmerica could establish wrongful conduct or improper means, its tortious interference claim still fails because TechAmerica admits that it has not incurred any damages: "the injury [to TechAmerica] includes . . . the revenue from membership dues that TechAmerica *will lose when* TechAmerica members that previously utilized TechAmerica's Public Sector Services join ITI and decline to renew their TechAmerica memberships." Complaint ¶ 34 (emphasis added).

TechAmerica has not alleged that it has lost any members as a result of the actions of the Individual Defendants, nor has it even alleged that any of them solicited TechAmerica members to cease being members of TechAmerica. Indeed, there is nothing alleged by TechAmerica that would prohibit an entity from being members of both organizations. Because it has not lost any members, it has not incurred any damages.

C. TechAmerica's Tortious Interference Claim Must Be Dismissed Because the Individual Defendants Owed TechAmerica No Independent Duty

Finally, it is well established, in DC and elsewhere, that "a claim in tort 'must exist in its own right independent of the contract, and any duty upon which the tort is based must flow from considerations other than the contractual relationship. The tort must stand as a tort even if the contractual relationship did not exist.'" *EDCcare Management, Inc. v. Delisi*, 50 A.3d 448, 452 (D.C. 2012); *see also Choharis v. State Farm Fire & Cas. Co.*, 961 A.2d 1080, 1089-90 (D.C. 2008) (rejecting variety of tort claims that all stemmed from contractual relationship); *Queen v. Schultz*, 888 F. Supp. 2d 145, 171 (D.D.C. 2012) (holding that tortious interference with business relations claim failed where it rested entirely on contractual provision).

In *Delisi*, the plaintiff alleged that the defendant committed fraud when it allegedly made statements that were contrary to terms in a contract. The Court held that, because there would be no fraud claim without the contract (because the duty was found only in the contract), the only

remedy was in contract, not tort. *Id.* at 452. The same is true here. According to TechAmerica, the only relevant obligations imposed upon the Individual Defendants' flowed from the Employee Handbook. Complaint ¶¶ 11-13. Even if they breached the terms and conditions of the Employee Handbook (which they deny), TechAmerica's claim rests in contract, not tort. Count I should be dismissed for this additional reason.

II. CIVIL CONSPIRACY IS NOT AN INDEPENDENT CAUSE OF ACTION AND IS PREEMPTED BY THE MISAPPROPRIATION OF TRADE SECRETS CLAIM

TechAmerica's civil conspiracy claim (Count II) fails to state a claim because it does not exist as an independent cause of action in the District of Columbia and because, as pled here, it is preempted by Count III.

In the District of Columbia, civil conspiracy is merely a means of establishing vicarious liability; it is not an independent tort. *See Sloan v. Urban Title Services, Inc.*, 2011 WL 1137297, *8 (D.D.C. Mar. 27, 2011); *Hill v. Medatlantic Health Care Group,* 933 A.2d 314, 334 (D.C. 2007) (civil conspiracy is not an independent tort but only a means of establishing vicarious liability for an underlying tort); *Paul v. Howard University*, 754 A.2d 297, 310 n.27 (D.C. 2000). Accordingly, Count II does not survive as an independent cause of action and must be dismissed.

In addition, TechAmerica's claim that the alleged conspiracy included misappropriation of trade secrets, *see* Complaint ¶ 37, means that the civil conspiracy claim is preempted by the D.C. Uniform Trade Secrets Act ("DCUTSA"). *See DSMC, Inc. v. Convera Corp.*, 479 F. Supp. 2d 68, 84 (D.D.C. 2007) (holding that common law conspiracy claims are preempted by the D.C. Uniform Trade Secrets Act). Accordingly, Count II fails to state a claim for this additional independent reason and must be dismissed with prejudice.

III. TECHAMERICA'S MISAPPROPRIATION CLAIM FAILS BECAUSE THE COMPLAINT DOES NOT ALLEGE FACTS SHOWING THE ALLEGED INFORMATION WAS A PROTECTED TRADE SECRET

Count III fails to state a claim because TechAmerica does not plead any facts showing that any of the information allegedly accessed improperly by the former employees was a "trade secret" or that it took steps to maintain its secrecy. Instead, its trade secrets claim is little more than a formulaic recitation of the statute's language, without the required factual support.

In the District of Columbia, a trade secret misappropriation claim requires a party to show "(1) the existence of a trade secret; and (2) acquisition of the trade secret by improper means, or improper use or disclosure by one under a duty not to disclose." *DSMC,* 479 F. Supp. 2d at 77 (citations omitted). Under the DCUTSA, a "trade secret" is defined as:

> information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (A) Derives actual or potential independent economic value, from not being generally known to, and not being readily ascertainable by, proper means by another who can obtain economic value from its disclosure or use; and (B) Is the subject of reasonable efforts to maintain its secrecy.

D.C. Code § 36-401(4).

Here, the Complaint fails to allege any specific facts showing that the alleged information is valuable due to it not being generally known to, and not being readily ascertainable by, proper means by another who can obtain economic value from its disclosure or use, and is the subject of reasonable efforts to maintain its secrecy.

Instead, TechAmerica merely provides a bare recitation of the text of the DCUTSA. Complaint ¶ 21 (stating that "the information in the TechAmerica Spreadsheet is the subject of reasonable efforts to maintain its secrecy," but not providing any factual support for the conclusory statement); ¶ 28 (stating that "this membership information is the subject of reasonable efforts to maintain its secrecy," but not providing any factual support for the conclusory statement). Markedly

missing from the Complaint is any indication how the alleged trade secrets are valuable due to its secrecy.[1]

It is well established that "trade secret law does not protect information that is 'easily ascertainable by the public,' or 'generally known within an industry.'" *DSMC,* 479 F. Supp. 2d at 78 (citations omitted). Here, it is far from clear whether the well-known identity of members of an industry trade organization, like TechAmerica, qualify as "trade secrets" within meaning of the DCUTSA. *See, e.g., Government Relations, Inc. v. Howe*, 2007 WL 201264, *12 (D.D.C. Jan. 24, 2007) (holding that client list of registered lobbyist was not a trade secret because information was publicly available).

In addition, a plaintiff must plead that the information is the subject of efforts to maintain its secrecy "such as password protection, physical locks, limited access, and non-disclosure agreements." *S&S Computers & Design, Inc. v. Paycom Billing Servs., Inc.*, 2001 WL 515260, *2 (W.D. Va. Apr. 5, 2001) (analyzing claim under Virginia UTSA).[2] Although TechAmerica alleges that there was a confidentiality obligation contained within the Handbook provided to all employees of TechAmerica, the language quoted within the Complaint does not make reference to purported "trade secrets" or identify what information might be covered by this confidentiality obligation. *See* Complaint ¶12.

Because TechAmerica fails to specify any efforts it made to protect the secrecy of its alleged trade secrets, and instead simply asserts, in a conclusory manner, that the information is the subject

---

[1] TechAmerica's misappropriation of trade secrets claim only appears to rely upon the alleged spreadsheet. *See* Complaint ¶ 40. However, even if TechAmerica now claims that the trade secret count is also premised on the membership information alleged in paragraphs ¶¶ 28-29 of the Complaint, these allegations fail for the same reasons as the spreadsheet allegations.

[2] "[B]ecause the D.C. Trade Secrets Act is based on the Uniform Trade Secrets Act, 14 U.L.A. 437 (amended 1985), as are the trade secrets statutes of several states, it is appropriate to consider how the courts in those states have interpreted their states' trade secret acts when interpreting the D.C. trade secrets statute." *Catalyst & Chemical Services, Inc. v. Global Ground Support*, 350 F. Supp. 2d 1, 7 n.3 (D.D.C. 2004) (citations omitted).

of reasonable efforts to maintain its secrecy, it fails to state a claim and must be dismissed. *See, e.g., Deegan v. Strategic Azimuth LLC*, 768 F. Supp. 2d 107, 112-13 (D.D.C. 2011) (granting motion to dismiss a claim under the DCUTSA where the complaint did not allege specific facts showing that the plaintiff took any reasonable steps to maintain the secrecy of the alleged trade secret).

IV. THE CONVERSION CLAIM (COUNT IV) FAILS AS A MATTER OF LAW BECAUSE TECHAMERICA WAS NOT DENIED OWNERSHIP, DOMINION AND CONTROL OVER ITS PROPERTY

Count IV of the Complaint asserts a claim for conversion. Complaint ¶¶ 46-50. This claim fails because conversion requires that there be a physical taking and retention of property belonging to TechAmerica, which is not alleged.

To state a claim for conversion under District of Columbia law, the plaintiff must allege: "1) an unlawful exercise, 2) of ownership, dominion or control, 3) over the personal property of another, 4) in denial or repudiation of that person's rights thereto." *Johnson v. McCool,* 808 F. Supp. 2d 304, 308 (D.D.C. 2011) (citations omitted); *Baltimore v. District of Columbia*, 10 A.3d 1141, 1155 (D.C. 2011).

Conversion requires that the defendant deprive the plaintiff of the use of his property. Thus, in *Furash & Co. v. McClave*, 130 F. Supp. 2d 48 (D.D.C. 2001), the defendant retained boxes of the plaintiff's documents and a laptop containing documents. The plaintiff asserted a conversion claim based upon the fact that the defendant used confidential information in the documents. The court rejected the claim, holding that the owner of the purportedly confidential information could not state a conversion claim because it was not deprived of the beneficial use of the information. *Id.* at 58. The court further held that the defendant's use of her rolodex to announce to former customers that she had moved to a new company, did not support a claim for conversion. *Id.* at 59.

Here, the most that TechAmerica alleges is that Ms. Henton accessed a spreadsheet she previously created and maintained and used information contained therein. *See* Complaint ¶¶ 20-21.

There are no allegations that she prevented TechAmerica from accessing the documents or the information contained therein.[3]

The conversion claims against Ms. Walker is even flimsier. The most that the Complaint alleges in regard to Ms. Walker is that she had information of the membership Health Services IT Advisory Group ("HSITAG") and that she used knowledge of the membership to reconstitute the same committee with ITI. Complaint ¶¶ 27-29. There is no allegation, nor could there be, that she somehow prevented TechAmerica from accessing or using information as to HSITAG's membership.

Finally, the Complaint fails to allege that Mr. Hodgkins took, used or denied access to TechAmerica any proprietary information or documents. Accordingly, the conversion claim against him is frivolous.

Together, then, TechAmerica's conversion claim fails because TechAmerica was never deprived of ownership, dominion or control over its property at any time by any of the Individual Defendants.

CONCLUSION

For the foregoing reasons, Allen R. Hodgkins, Pamela Walker and Carol Henton respectfully request that the Court grant their motion and dismiss the Complaint with prejudice.

Dated: November 27, 2013

Respectfully submitted,

/s/ Leslie Paul Machado

Leslie Paul Machado (DC Bar No. 472395)
LeClairRyan, a Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22310
(703) 647-5928 (phone)

[3] The Individual Defendants vigorously deny that any proprietary information was improperly accessed or used. Even accepting these allegations as true, however, they do not state a claim for conversion.

(703) 647-5968 (facsimile)
leslie.machado@leclairryan.com

Counsel for Allen R. Hodgkins, Pamela Walker & Carol Henton

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2013, I filed a copy of the foregoing with the Court using Case Express, which will serve all counsel of record, and that I separately served the foregoing on the following counsel via electronic mail:

Christine Nicolaides Kearns
Matthew J. MacLean
Keith D. Hudolin
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1122

/s/ Leslie Paul Machado
Leslie Paul Machado

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

TECHNOLOGY ASSOCIATION OF AMERICA, Plaintiff, - vs - INFORMATION TECHNOLOGY INDUSTRY COUNCIL, INC*., et al.*, Defendants.	Civil Action No.: 2013 CA 007598 B Hon. John M. Mott Next Event: Initial Conference; February 7, 2014

ORDER

Upon consideration of Allen R. Hodgkins, Pamela Walker and Carol Henton (collectively the "Individual Defendants") Motion to Dismiss, Memorandum in Support thereof, any opposition, and reply thereto, it is hereby this _____ day of _____, _____;

ORDERED that the Individual Defendants' motion is **GRANTED;** and it is further

ORDERED that Plaintiff's Complaint is **DISMISSED WITH PREJUDICE** as to Allen R. Hodgkins, Pamela Walker and Carol Henton.

SO ORDERED.

_____
Hon. John M. Mott
Superior Court of the District of Columbia
Civil Division

Copies to:

Christine Nicolaides Kearns
Matthew J. MacLean
Keith D. Hudolin
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037-1122

Leslie Paul Machado

LeClairRyan, a Professional Corporation
2318 Mill Road, Suite 1100
Alexandria, Virginia 22310