

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

EBAY, INC.
Petitioner,

v.

LEXOS MEDIA IP, LLC
Patent Owner.

Case IPR2024-00336
Patent 5,995,102

**PATENT OWNER LEXOS MEDIA IP, LLC'S OPPOSITION
TO MOTION FOR JOINDER TO *INTER PARTES* REVIEW**

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Patent Owner Lexos Media IP, LLC submits this response in opposition to the Motions for Joinder to *Inter Partes* Reviews, IPR2024-00336, Paper 3 and IPR2024-00337, Paper 3, filed by Petitioner eBay, Inc. to join its “copycat” petitions, *id* at Paper 2, with the *Amazon v. Lexos Media* proceedings in IPR2023-01000 and IPR2023-01001.¹

I. INTRODUCTION

The Board should deny Petitioner eBay’s Joinder Motions. Petitioner eBay indisputably cannot seek review on its own as a result of § 315(b)’s one-year bar. eBay’s Petitions were filed approximately six months after that deadline expired, and eBay has not provided any explanation that would justify this delay. Petitioner eBay, therefore, is improperly using the joinder procedure in an attempt to circumvent the statutory one-year time bar of § 315(b) and the important policy it serves. Its Joinder Motions, therefore, should be denied in order to thwart such an unjustified end run around the statutory one-year time bar.

Petitioner eBay’s Joinder Motions also fly in the face of the fact that, a week before eBay even filed its Joinder Motions, Amazon and Lexos Media settled all of their disputes regarding the patents-in-suit, and agreed to seek termination of the Amazon IPRs promptly. Amazon and Lexos Media, with the Board’s permission, filed a Joint

¹ Each of the Joinder Motions is substantially identical to the other. For convenience, citations will be to the Joinder Motion relating to IPR2023-01000.

Motion to Terminate in each of the pending Amazon IPRs on January 12, 2024. The Board, pursuant to its strong public policy reasons to favor settlement between the parties to a proceeding, “expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding.” The Board has not decided the merits of the Amazon IPRs. Indeed, the Board did not even institute the Amazon IPRs until one day before Amazon and Lexos Media entered into their binding term sheet calling for the prompt termination of the Amazon IPRs. Petitioner eBay does not provide any reasons for disregarding the strong policy favoring settlement and the Joint Motions to Terminate the Amazon IPRs.

Based on the totality of the circumstances, therefore, the Board should grant the Joint Motions to Terminate the Amazon IPRs and, consistent with the strong policy reasons to favor settlement, deny Petitioner eBay’s Joinder Motions, as there would not be a proceeding to which the eBay’s petitions may be joined. Even if the Board did not grant the Joint Motions to Terminate prior to a hearing on eBay’s Joinder Motions, the imminent termination of the Amazon IPRs dictates that the Joinder Motions be denied as undermining that strong policy favoring settlement.

Furthermore, joining the eBay proceedings with the soon to be terminated Amazon IPRs would add unnecessary procedural complexity and delay to the completion of these IPR proceedings. eBay’s claim that such joinder would not result in such inefficiency because eBay intends to assume an “understudy” role is a sham in

view of the Amazon and Lexos Media settlement and the imminent termination of the Amazon IPRs or, at least, Amazon's role in those IPRs. If joinder were granted, eBay, rather than serving an "understudy" role, would serve in the primary role to continue proceedings that would otherwise be terminated completely. This would negatively impact the schedule and complexity for resolving these IPRs. In effect, it would be as if eBay had brought its "me too" copycat petitions in the first instance in violation of the one-year time bar of § 315(b) and contrary to the *General Plastic* factors.

The Board may exercise its discretion to permit joinder, "but will do so only where fairness requires it and to avoid undue prejudice to a party." Office Patent Trial Practice Guide (2019) at 77. Thus, as the Office Patent Trial Practice Guide states, when an otherwise time-barred petitioner requests joinder, "the Board expects to exercise its discretion to permit such joinder only in extremely limited circumstances." *Id* (citing *Proppant Express Inv., LLC v. Oren Techs., LLC*, Case IPR2018-00914, slip. op. at 19 (PTAB Mar. 13, 2019)) (Paper 38) (precedential). Petitioner eBay has not shown that such extremely limited circumstances exist in this case.

II. FACTUAL BACKGROUND

On May 24, 2022, Patent Owner Lexos Media sued Amazon for infringement of two patents – the '102 Patent and the '449 Patent. On December 27, 2022, Lexos Media added the '241 Patent to the litigation – a patent not involved in these IPR proceedings. On June 5, 2023, Amazon filed the Amazon IPRs challenging the patentability of the

`102 and `449 Patents. Lexos Media filed its preliminary response to the Amazon IPRs on September 14, 2023. IPR2023-01000, Paper 8. On December 12, 2023, a PTAB panel granted institution of the Amazon IPRs. *Id.*, Paper 9. No other substantive activities have taken place in the Amazon IPRs.

On December 14, 2023, Amazon and Lexos Media participated in court-ordered mediation in the Texas District Court litigation and, during that mediation, entered into a settlement agreement settling all claims asserted in the Texas District Court litigation and the Amazon IPRs. As mentioned above, this settlement was entered into only one day after the Board granted institution of the IPRs. This settlement was initially memorialized on December 14 in a Binding Term Sheet, EX1014, and then in a more detailed Settlement Agreement on December 22. IPR2023-01000, EX 1015. The Binding Term Sheet provided that Amazon would “file a motion to terminate the IPRs within five business days of the signing of the final agreement.” IPR2023-01000, EX1014 at 1. The final Settlement Agreement between Amazon and Lexos Media contained a similar provision regarding the termination of the Amazon IPRs (Section 9.14). IPR2023-01000, EX1015 at 11.

On December 20, 2023, eBay filed two “copycat” IPRs, mirroring the Amazon IPRs. IPR2024-00336, Paper 2, IPR2024-00337, Paper 2. These petitions were accompanied by the Joinder Motions. *Id.*, Paper 3 (both). When eBay filed its petitions

and Joinder Motions, it was aware of the imminent final settlement of the Texas District Court litigation and the Amazon IPRs. IPR2024-00336, Paper 3 at 4.

On January 11, 2024, the Board granted Amazon and Lexos Media leave to file a motion to terminate the Amazon IPRs. IPR2023-01000, Paper 11. The Joint Motions to Terminate the Amazon IPRs was filed on January 12, 2024. *Id.* In the motions, Amazon refutes eBay’s assertion that Amazon does not oppose eBay’s Joinder Motions. *Id.* at 4-5. Each of the Joint Motions to Terminate expressly states that “[t]he parties jointly oppose eBay’s petition for joinder because Amazon and Patent Owner have resolved the [Amazon IPR] proceeding and do not desire it to continue, and joinder would allow eBay to continue the IPR contrary to the intent of the settlement” *Id.*

III. ARGUMENT

A. Applicable Legal Principles

Section 315(b) sets forth the time limitation applicable to filing a petition requesting an *inter partes* review. The first sentence of § 315(b) places a time limitation on the filing of a petition. The second sentence of § 315(b) provides an exception to that time limitation for a request for joinder under § 315(c).

Section 315(c) provides that the decision whether to grant joinder is discretionary. The Patent Office has indicated its intent to use its authority under § 315(c) is “to encourage early requests for joinder and to discourage late requests.” 157 Cong. Rec. Number 34, Page S1376 (Mar. 8, 2011). The Board decides joinder motions

on a case-by-case basis upon consideration of the totality of the circumstances. *See, e.g., Unified Patents Inc. v. C-Cation Technologies, LLC*, Case IPR2015-01045 (PTAB Oct. 7, 2015) (Paper 15). The moving party has the burden to establish that it is entitled to the requested relief. 37 C.F.R. § 42.20(c).

The existence of a time bar under 35 U.S.C. § 315(b) is one of several factors that may be considered when exercising discretion under 35 U.S.C. § 315(c). *Proppant*, Case IPR2018-00914, *supra*, slip op. at 4. *See also* PTAB Trial Practice Guide, 2019, at 76 (Thus, “when an otherwise time-barred petitioner requests . . . joinder, **the Board may exercise its discretion to permit joinder, but will do so only where fairness requires it and to avoid undue prejudice to a party.** *Id.* at 19. **The Board expects to exercise its discretion to permit such joinder only in extremely limited circumstances.**” *Id.* In addition, “[t]he conduct of the parties and attempts to game the system may also be considered.” *Id.*) (emphasis added).

Moreover, given that the Amazon IPRs in this case are subject to a settlement agreement providing for the prompt termination of those IPRs, it bears emphasis that the PTAB recognizes that “[t]here are strong public policy reasons to favor settlement between the parties to a proceeding.” Office Patent Trial Practice Guide at 86 (Nov. 2019) (“Office Patent Trial Practice Guide”). Consequently, “[t]he Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board already has decided the merits of the proceeding.” *Id.* *See also* 35 U.S.C. § 317(a) (“An

inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.”).

B. The Board, in the Exercise of its Discretion, Should Deny eBay’s Joinder Motions as a an Unfair and Unjustified Attempt to Perform an End Run Around the One-Year Time Bar for Filing an IPR Petition

eBay undisputedly cannot seek *inter partes* review on its own under Section 315(b)’s one-year time bar. As admitted by eBay, Lexos Media filed its complaint asserting that eBay infringed the Challenged Patents on June 22, 2022. IPR2024-00336 Paper 3 at 2. eBay was served with the complaint on June 24, 2022. Thus, the one-year time bar for eBay to file a petition for an *inter partes* review challenging the patentability of the ‘102 and ‘449 patents was June 26, 2023 – approximately six months prior to the date eBay actually filed its petitions.

As pointed out above, the existence of a time bar under § 315(b) is one of several factors that may be considered when exercising discretion under § 315(c). *See supra* at 7. As the Supreme Court observed, § 315(b) codifies one of the “important procedural rights” that Congress chose to afford patent owners in the IPR context. *Lindhahl v. Off. of Pers. Mgmt.*, 470 U.S. 768, 791 (1985).

Petitioner eBay, in its Joinder Motions, does not provide any explanation justifying its failure to comply with the one-year statutory bar of § 315(b), or present any compelling reason that the Board should grant joinder in view of eBay’s

unexplained and unjustified violation of that one-year bar. Petitioner eBay filed its petitions and Joinder Motions in a transparent attempt to accomplish an end run around the one-year statutory bar. The Board should not countenance such gamesmanship. *See* Office Patent Trial Practice Guide (2019) at 77 (“[t]he conduct of the parties and attempts to game the system may also be considered.”). *See also Proppant, supra*, IPR2018-00914, 2019 WL 1283948, at *9 (same).

C. The Board, in the Exercise of its Discretion, Should Deny eBay’s Joinder Motions as Inconsistent with the Parties’ Settlement and Termination of the Amazon IPRs

eBay’s Joinder Motions should be denied for the additional reason that Amazon has entered into a settlement agreement with Lexos Media regarding the Amazon IPRs making those IPRs are subject to imminent termination. The Amazon IPRs, therefore, soon will no longer be pending proceedings to which the eBay petitions may be joined. In addition, the Board’s strong public policy favoring settlement between the parties to an *inter parties* proceeding far outweighs any interest in allowing eBay to join its petitions filed in violation of the one-year time bar.

Petitioner eBay admits that, weeks before it filed its petitions and Joinder Motions, it was aware that Amazon was “in the late stages of settlement discussions with Patent Owner [Lexos Media], as confirmed by the recent dismissal of Amazon from the corresponding District Court case.” IPR2024-00336, Paper 3, at 4. This is a gross understatement. As the facts in the record demonstrate, Amazon settled its disputes

with Lexos Media on December 14, 2023, and agreed to the prompt termination of the Amazon IPRs. IPR2023-01000, EX 1014. Amazon and Lexos Media have since filed such motions with the Board. *Id.* at Paper 11. It is also undisputed that, at the time of the settlement, the Amazon IPRs were in their infancy, only instituted the day before. Granting eBay’s Joinder Motions at this time would give eBay an unfair opportunity to belatedly pursue *inter partes* review long after making the affirmative choice not to file a timely IPR petition.

The Board has often denied joinder motions that would conflict with a settlement of existing IPRs² In *ZTE v. Seven Networks*, for example, ZTE (like eBay) argued that joinder with the earlier filed IPR by Samsung was appropriate because its petition and the Samsung IPR petition were “substantively identical, in that they contain the same prior art grounds and supporting evidence, against the same claims.” *Id.* at *2. ZTE also argued (like eBay) that joinder should have no impact on the Samsung IPR trial schedule and that ZTE agreed to take an “understudy” role which would simplify briefing and discovery. *Id.* The patent owner argued in response that ZTE’s motion for joinder should not be granted because the Samsung IPR has been terminated pursuant to a settlement agreement. *Id.* The PTAB agreed with the patent owner,

² . See, e.g., *ZTE (USA) LLC v. Seven Networks*, No. IPR2019-00460, 2019 WL 2407156 (P.T.A.B. June 6, 2019); *ZTE USA, Inc. v. Parthenon Unified Memory Architecture LLC*, Case IPR2016-00664, slip op. at 3 (PTAB June 8, 2016) (Paper 10); *LG Elec., Inc. v. Cellular Commc'ns Equip. LLC*, Case IPR2016-00711, slip op. at 1–2 (PTAB May 13, 2016) (Paper 7).

holding that “the Samsung IPR is no longer pending, it cannot serve as a proceeding to which this proceeding may be joined.” *Id.*

ZTE further argued that its motion for joinder was filed *prior to* the filing of the joint motion to terminate the Samsung IPR, and that the Board “routinely grants joinder motions despite a later-filed motion to terminate the proceeding to be joined.” *Id.* at 2. The PTAB also rejected this argument, declaring that “filing a joinder motion *earlier* than a motion to terminate is *not determinative* because the Board also has previously *denied* joinder notwithstanding a later-filed motion to terminate.” *Id.* The PTAB further declared “it has been established that there is *no per se rule*, in that the Board does not automatically grant an earlier-filed motion for joinder.” *Id.* Thus, the PTAB concluded, “we are not persuaded by ZTE's argument that terminating the Samsung IPR before deciding its Joinder Motion would unfairly prejudice ZTE.” *Id.*³ The PTAB observed:

. . . the Joint Motion to Terminate indicated that the parties settled their disputes and executed the settlement agreements to terminate all IPR proceedings, as well as the related district court litigations, regarding the patents at issue. *Id.* at 2–3. Based on the totality of the circumstances, we determined that granting the Joint Motion to Terminate the Samsung IPR was warranted, consistent with the “strong policy reasons to favor settlement between the parties to a proceeding.”

Id.

³ The PTAB also concluded that, “to the extent that ZTE means to suggest that we should not have terminated the Samsung IPR in light of ZTE's Joinder Motion, we disagree.” *Id.* The PTAB cited 35 U.S.C. § 317(a) for concluding that “we properly exercised our discretion to terminate the Samsung IPR in view of the parties’ request and settlement agreement.” *Id.* at *3.

The decision in *ZTE* is directly applicable to this case, and guides this panel to reach a similar decision: eBay’s Joinder Motions should be denied in view of and out of respect for the settlement agreements and motions to terminate the Amazon IPRs.

The PTAB in *CommScope, Inc. v. TQ Delta, LLC*, No. IPR2022-01443, 2022 WL 17787252 (P.T.A.B. Dec. 13, 2022) also found that a settlement agreement between the parties to an *inter partes* review involving Nokia resulting in the termination of the IPR precluded another party – CommScope -- from joining the settled and terminated proceeding. The second petition was a “copycat” petition setting forth “the exact same grounds” as those set forth in earlier petition. *Id.* at *1. . The PTAB noted that CommScope’s request to join the earlier IPR was an attempt to avoid the statutory time bar set forth in Section 315(b), albeit one within the rules if the Motion for Joinder was granted. *Id.* at *2. The PTAB, however, determined that, because the parties to the Nokia IPR had settled the dispute subsequent to CommScope's petition, but prior to the institution and joinder decisions, and the PTAB had terminated the Nokia IPR based on its policy goal of fostering settlements. *Id.* The PTAB summarily dismissed CommScope’s motion for joinder, noting that there is no pending proceeding in that IPR for them to join. *Id.*

D. eBay’s Claim that it Agrees to Assume an “Understudy” Role in the Amazon IPRs to Minimize the Impact of Joinder on the Trial Schedule and to Simplify Briefing and Discovery is a Sham

eBay’s Joinder Motions contend that the impact of joinder in the Amazon

IPRs on the trial schedule in those proceedings will be minimized, and briefing and discovery in those proceedings will be simplified because eBay will assume an “understudy” role in those proceedings. IPR2024-00336, Paper 3, at 10. In view of the fact that Amazon and Lexos Media have settled the Amazon IPRs and have jointly moved to have those proceedings terminated, eBay’s “understudy” contention is a sham. If the Board were to grant eBay’s Joinder Motions, eBay would not be able to assume an “understudy” role, but rather would be required to immediately assume the primary role in those proceedings. Patent Owner Lexos Media would then have to file a preliminary response to eBay’s petitions and then, if institution of those petitions were granted, engage in the other proceedings that follow from such decisions. This would almost necessarily result in an extension of the current schedule in those proceedings and impose an unnecessary burden on Lexos Media and the Board.

The Board has recognized that claims of assuming an “understudy” role in an ongoing proceeding subject to a settlement by the original parties to the proceeding should be rejected. *See, e.g., Apple Inc., v. Uniloc 2017 LLC*, IPR2020-00854, 2020 WL 11025750 (P.T.A.B. Oct. 28, 2020). In *Apple*, for example, the panel addressed a similar “understudy” argument and observed that “Patent Owner is correct that if Microsoft [the original petitioner] and Patent Owner were to settle, Apple would stand in as a petitioner in the joined proceeding.” *Id.* at *7. Based on this fact, the PTAB concluded as follows:

Petitioner's understudy argument is not persuasive here where the copied petition is Petitioner's second challenge to the patent, and should Microsoft settle, Petitioner would stand in to continue a proceeding that would otherwise be terminated. In effect, it would be as if Apple had brought the second challenge to the patent in the first instance.

Id. at *3.

Similarly, eBay's argument that joinder of its petitions with the Amazon IPRs would not adversely affect the trial schedule in the existing proceedings, and that briefing and discovery can be simplified is based upon the false premise that eBay would serve an inactive "understudy" role. As in the *Apple* case, the Panel here should reject eBay's sham explanation regarding the impact of joinder on the trial schedule or simplification of briefing and discovery.

E. The *Code200* Decision and the "Compelling Unpatentability Challenge" Arguments Relied Upon by eBay are Irrelevant to the Joinder Analysis

eBay improperly relies heavily upon the decision of Director Vidal in *Code200*, *Uab v. Bright Data Ltd.*, No. IPR2022-00861, 2022 WL 3646167 (P.T.A.B. Aug. 23, 2022), as supporting its Joinder Motions. IPR2024-00336, Paper 3 at 4-7, 11-12. The principle flaw in eBay's reliance on the *Code200* decision is that this decision addresses only the consideration of the factors articulated in *General Plastic* regarding exercising discretion to deny institution under § 314(a). *Code200* at *1. The *Code200* decision does not discuss the factors evaluated by the panel in that case justifying the denial of the petitioner's motion to join. Instead, the Director's decision was concerned

exclusively with the panel's application of the *General Plastic* factors regarding the issue of institution. *Id.* at 3. As the Director summarized her analysis:

Given that (1) the first-filed petition, pertinent to factor 1, was discretionarily denied and the Board did not substantively address the merits of the prior petition; (2) there is no evidence of "road-mapping" related to factor 3 or other concerns of fairness related to factor 2; (3) factors 2, 4, and 5 were found to have limited relevance when it comes to a determination as to whether arguments should have been raised earlier; and (4) I find factor 7 to have limited relevance and factor 6 to be outweighed by the Board's mission to improve patent quality, the Patent Owner's concerns of fairness are outweighed by the benefits to the patent system of improving patent quality by reviewing the merits of the challenges raised in the petitions, which have not been addressed to date. *See General Plastic* at 16 (citing H.R. Rep. No. 112-98, pt. 1, at 40 (2011)).

Id. at *3. The Director's decision did not discuss or find error in the panel's analysis of the joinder issue. The Director remanded the proceedings for reconsideration of the *General Plastics* factors. Thus, the Director's decision in *Code200* does not provide the Board with any guidance regarding application of the different factors relevant to the proper exercise of discretion concerning the separate and distinct issue of joinder.

Petitioner eBay also repeatedly asserts that its petitions present "a compelling case of unpatentability." IPR2024-00336, Paper 3 at 4. The "compelling circumstances" issue, however, is germane only to the application of the *Fintiv* factors. *Id.* at *1. In addition, Director Vidal explained in *CommScope Techs. LLC v. Dali Wireless, Inc.*, No. IPR2022-01242, 2023 WL 2237986 (P.T.A.B. Feb. 27, 2023), that, "when determining whether there is a compelling unpatentability challenge, the Board evaluates whether the Petition presents challenges "in which the evidence, if unrebutted

in trial, would plainly lead to a conclusion that one or more claims are unpatentable by a preponderance of the evidence.” *Id.* at *1 (citing Guidance Memo at 4). Director Vidal further explained that the compelling merits standard is a higher standard than the standard for institution set by statute. *Id.* In addition, Director Vidal emphasized that, if the Board makes a decision “the Board must provide reasoning sufficient to allow the parties to challenge that finding and sufficient to allow for review of the Board’s decision. *Id.* at *2. In this case, not only is the issue of “compelling unpatentability challenge” irrelevant to the joinder issue, eBay has only made a conclusory assertion that this case presents a “compelling unpatentability challenge,” with no showing of facts or reasoning to support this naked conclusion.

For these reasons, the Board should disregard Petitioner eBay’s improper reliance on the *Code200* decision, and its unsupported and irrelevant “compelling unpatentability challenge” contention.

IV. CONCLUSION

For these reasons, Patent Owner Lexos Media IP, LLC, respectfully requests that the Board deny Petitioner eBay’s Motions for Joinder.

Respectfully submitted,

January 26, 2024

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing document has been served in its entirety by filing the **OPPOSITION TO MOTION FOR JOINDER TO *INTER PARTES* REVIEW** and has been served on the following counsel of record for Petitioner eBay, Inc.:

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