

THE HONORABLE ROBERT S. LASNIK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

BECKETT MEDIA, LLC,

Plaintiff,

v.

CHECK OUT MY, LLC,

Defendant.

Case No. 2:14-cv-00462

DEFENDANT CHECK OUT MY, LLC'S
ANSWER, AFFIRMATIVE DEFENSES,
AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT AND
DEMAND FOR JURY TRIAL

In response to Plaintiff's Complaint, Defendant Check Out My, LLC ("COMC") admits, denies, and alleges as follows:

1. COMC denies that Beckett Media operates as a global NASDAQ-like valuation listing for sports memorabilia. Based on information and belief, COMC denies the remaining allegations in paragraph 1.
2. The document attached to Plaintiff's Complaint as Exhibit 1 speaks for itself. COMC denies the remaining allegations in paragraph 2.
3. COMC admits, when Beckett Media sought to terminate the Data License Agreement between the parties in December, 2013, COMC was forced to develop its own catalog and suggested pricing and announced the same in January, 2014. See Plaintiff's Complaint at paragraph 22. Any remaining allegations in paragraph 3 are denied.
4. COMC denies all allegations in paragraph 4.

DEFENDANT CHECK OUT MY, LLC'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT: Case No. 2:14-cv-00462-RSL - 1
PDX\125330\194077\VNI\13643013.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
U.S. Bank Centre
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711

1 5. Upon information and belief, Beckett Media improperly brought this action to
2 frustrate COMC's process of developing competing services and/or to gain access to
3 COMC's property. *See* Counterclaims. Plaintiff's remaining statements in paragraph 5 are
4 requests and not factual allegations and, as such, do not require an answer. To the extent that
5 any allegations remain in paragraph 5, they are denied.

6 6. Upon information and belief, COMC admits the allegations in paragraph 6.

7 7. COMC admits that it is a limited liability company organized under the laws
8 of Washington, with its principal place of business in Redmond, Washington.

9 8. COMC admits that venue is proper in the Western District of Washington.

10 9. COMC admits it offers a consignment service which, over the past six and a
11 half years, has grown to be the second-largest marketplace for sport singles (after eBay).
12 Prior to April 1, 2014, when a card or item was in a seller's inventory, if Beckett Media had
13 book value for that item, the seller saw the book value and had the option to use it to help
14 price the card. Not all sellers used it. Not all items had a book value. There were many
15 cards and other items for sale for which Beckett Media did not provide information. Any
16 remaining allegations in paragraph 9 are denied.

17 10. Plaintiff's allegations are without a temporal reference and are therefore
18 vague. Prior to April 1, 2014, there were many items in COMC's inventory, e.g., comics,
19 gaming cards, rare and obscure cards, for which Beckett Media did not have a usable book
20 value. COMC denies the remaining allegations found in paragraph 10.

21 11. Plaintiff's allegations are without a temporal reference and are therefore
22 vague. COMC denies that Beckett Media is the only recognized publisher in the world that
23 values sports memorabilia. For example, the Standard Catalog of Vintage Baseball Cards by
24 Sports Collectors Digest actually claims to be "The World's Most Trusted Price Guide."
25 COMC lacks knowledge or information sufficient to admit or deny the allegation that

26 Beckett Media is both a service and a content media publisher and, therefore, denies that

DEFENDANT CHECK OUT MY, LLC'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT: Case No. 2:14-cv-00462-RSL - 2
PDX\125330\194077\VN\13643013.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
U.S. Bank Centre
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711

1 allegation. The remaining allegations in paragraph 11 are denied.

2 12. COMC lacks knowledge or information sufficient to admit or deny the
3 allegations regarding Beckett Media's pricing process and, therefore, those allegations are
4 denied. The remaining allegations contained in paragraph 12 are denied.

5 13. COMC admits that Beckett Media authors certain magazines, books, and
6 online publications which reflect certain market changes for sports memorabilia. COMC
7 lacks knowledge or information sufficient to admit or deny the allegation that Beckett Media
8 authors, prints and distributes no fewer than 60 monthly publications plus no fewer than five
9 price guides annually and, therefore, must deny that allegation. COMC denies the remaining
10 allegations in paragraph 13.

11 14. COMC lacks sufficient knowledge or information to admit or deny the
12 allegations regarding how Beckett Media establishes or adjusts its presented book value and,
13 therefore, must deny those allegations. The remaining allegations in paragraph 14 are
14 denied.

15 15. Plaintiff's allegations are without a temporal reference and are therefore
16 vague. COMC denies that Beckett Media's checklist and pricing data "anchor" the
17 referenced transactions. COMC enjoyed sales at a record-setting pace after removing
18 Beckett Media's presented book values from its website more than a year ago. Based on
19 information and belief, most buyers did not rely upon the Beckett Media presented book
20 value. Any remaining allegations in paragraph 15 are denied.

21 16. COMC admits it entered into licensing agreements, online price guide
22 agreements, and advertising contracts with Beckett Media. COMC denies all remaining
23 allegations contained in paragraph 16.

24 17. COMC admits the allegations in paragraph 17. The referenced YouTube
25 video and other videos were released to inform sellers and collectors of the reason why
26 information previously sourced from Beckett Media would no longer be used, to explain the

1 new suggested pricing, and to enlist the participation of sellers and collectors in generating
2 data for the new catalog. See <https://www.youtube.com/watch?v=ulrDOUU4aDc>,
3 <https://www.youtube.com/watch?v=QX0cVQZKaCY>,
4 <https://www.youtube.com/watch?v=FJ2b93Lg790>, <https://www.youtube.com/watch?v=ulrDOUU4aDc>,
5 https://www.youtube.com/watch?v=8DT757N_HRI.

6 18. The referenced agreement speaks for itself. COMC admits that it contains the
7 quoted language. COMC further admits the information in the table appears accurate. Any
8 remaining allegations of paragraph 18 are denied.

9 19. COMC admits that the Data License Agreement between the parties explicitly
10 allowed COMC to obtain checklist and pricing data for use on its Amazon.com storefront
11 and www.comc.com. COMC denies that in the summer of 2013 it used an API to scrape
12 data from www.beckett.com. COMC admits the Data License Agreement contains the
13 quoted language. COMC denies all remaining allegations in paragraph 19.

14 20. COMC admits that API is the abbreviation for the term application program
15 interface, which is a set of commands, functions, and protocols which programmers can use
16 when building software for a specific operating system.¹ Any remaining allegations in
17 paragraph 20 are denied.

18 21. COMC denies the allegations contained in paragraph 21.

19 22. "Checklist and Pricing data from beckett.com" is still available.
20 www.beckett.com is still up and subscriptions are available to customers. Upon information
21 and belief, Beckett Media is currently providing certain information to eBay. COMC denies
22 the remaining allegations found in paragraph 22.

23 23. COMC admits that ¶ 10(a) of the Data License Agreement allows either party
24 to terminate the Agreement for defined good cause with 30-day prior written notice. COMC

25 _____
26 ¹ <http://www.techterms.com/definition/api>

1 further admits that ¶ 10(b) of the Agreement states that good cause shall include breach of
2 the Agreement, discontinuation of COMC's website, and/or Beckett Media's discontinuation
3 of any of the services set forth in the Agreement. Any remaining allegations in paragraph 23
4 are denied.

5 24. COMC admits that on December 6, 2013, in a phone conversation with Tim
6 Getsch of COMC, Greg Lindberg of Beckett Media first presented Beckett Media's desire to
7 purchase COMC but, after he determined that COMC's purchase price would be too high, he
8 immediately stated that COMC was in breach of the Data License Agreement and, therefore,
9 he was terminating it immediately. Later on December 6, 2013, Mr. Lindberg followed up
10 with a letter purporting to terminate the Agreement. The letter offered no reason as to why
11 the Agreement could be terminated prematurely. COMC responded that immediate
12 termination violated the terms of the contract. Any remaining allegations in paragraph 24 are
13 denied.

14 25. COMC admits that on December 13, 2013, Beckett Media again purported to
15 terminate the Data License Agreement, this time arguing that its discontinuance of the
16 service (to COMC, but not others) was "good cause." Once again, COMC responded that
17 such construction of the contract language was incorrect. Any remaining allegations in
18 paragraph 25 are denied.

19 26. COMC admits that it announced that it would replace the checklist and
20 pricing data previously provided by Beckett Media with an entirely new catalog and
21 suggested pricing system, as detailed in the YouTube videos listed in ¶ 17 above. Any
22 remaining allegations in paragraph 26 are denied.

23 27. COMC admits, in the YouTube video, Mr. Getsch indicated that developing
24 the new catalog would be a daunting task which would take a large amount of work. *See*
25 hyperlinks provided above in paragraph 17. Any remaining allegations in paragraph 27 are
26 denied.

1 28. The content of the YouTube video speaks for itself. The remaining
2 allegations contained in paragraph 28 are denied.

3 29. COMC denies the allegations found in paragraph 29.

4 30. COMC incorporates its admissions and denials set forth in paragraphs 1-29
5 above.

6 31. COMC denies the allegations found in paragraph 31.

7 32. COMC denies the allegations found in paragraph 32.

8 33. COMC lacks knowledge or information sufficient to admit or deny the
9 allegation that Beckett Media has taken responsible and appropriate measures to protect any
10 processes or systems and, therefore, must deny the allegations in paragraph 33.

11 34. Based on information and belief the allegations in paragraph 34 are denied.

12 35. COMC lacks knowledge or information sufficient to admit it or deny the
13 allegations regarding the commercial value of Beckett Media's pricing information and,
14 therefore, must deny the allegations in paragraph 35.

15 36. COMC lacks knowledge or information sufficient to admit or deny regarding
16 the allegations whether Beckett Media's pricing processes are known or readily ascertainable
17 to Beckett Media's competitors and, therefore, denies those allegations. All remaining
18 allegations in paragraph 36 are denied.

19 37. COMC denies the allegations found in paragraph 37.

20 38. COMC denies the allegations found in paragraph 38.

21 39. COMC denies the allegations found in paragraph 39.

22 40. COMC denies the allegations found in paragraph 40.

23 41. COMC denies the allegations found in paragraph 41.

24 42. COMC denies that Beckett Media is entitled to any of the relief requested.

25 43. Except as expressly admitted herein, COMC denies all allegations in Beckett
26 Media's Complaint.

1 **I. COMC's AFFIRMATIVE DEFENSES**

2 44. Plaintiff has failed to state a claim upon which relief may be granted.

3 45. Plaintiff's trade secret allegations are simply artful pleading to avoid federal
4 jurisdiction. The allegations in the Complaint are subject to the Federal Law of Copyright,
5 Title 17 of the United States Code.

6 46. Plaintiff's alleged damages are due to Plaintiff's own conduct.

7 47. Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of
8 unclean hands.

9 48. Based on information and belief, Plaintiff's lawsuit is vexatious litigation and
10 was brought for improper purposes. In the event Plaintiff fails to dismiss all claims
11 following proper notice, pursuant to CR 11 and LCR 11, Plaintiff and Plaintiff's attorneys
12 are subject to imposition of a sanction including an award of reasonable attorneys' fees and
13 expenses.

14 49. COMC reserves the right to assert additional affirmative defenses as may be
15 appropriate.

16 **II. COMC's COUNTERCLAIMS**

17 NOW, appearing as Plaintiff-in-Counterclaim, COMC alleges as follows:

18 **FACTS**

19 50. Beckett Media has been in the collectibles business for over 20 years. As of
20 late, according to its website, it has aggressively attempted to update and diversify its product
21 offerings in an effort to strengthen its leadership position.²

22 51. Although a relative newcomer in the collectibles industry, COMC has become
23 a highly-respected industry participant. COMC is second only to eBay in the number of
24 sports card singles sold.

25 _____
26 ² <http://www.beckett.com/about-us>

1 52. Initially, before it had any customers, COMC built a prototype with six test
2 users and their 3,642 consigned items. At that time, Mr. Getsch was a Beckett Media
3 customer. He used the pricing information contractually available to him from Beckett
4 Media on the items for this prototype. COMC brought this test site to the National Sports
5 Collectors Convention in the summer of 2007.

6 53. COMC attracted the attention of Beckett Media representatives who were
7 impressed with COMC's website and concept. On September 12, 2007, COMC received an
8 email from Beckett Media which stated: "We are happy to provide a site license for you to
9 use our pricing and related data." Within a couple of months, the parties had entered into
10 their first written agreement, which was effective October 15, 2007 and valid for one year or
11 up to 200,000 cards. The initial agreement explicitly allowed COMC to "scrape" pricing
12 data from www.beckett.com to use as book value pricing data on COMC's website. The
13 "scraping" mechanism to obtain the information was chosen by Beckett Media because it
14 involved the least amount of work on the part of Beckett Media.

15 54. A year later, the parties once again entered into a written agreement that
16 explicitly allowed COMC to "scrape" pricing data from www.beckett.com to use as book
17 value pricing data on COMC's website.

18 55. COMC has only had access to Beckett Media's publicly-available pricing
19 data. COMC has never had access to any of Beckett Media's alleged "secret" information.
20 "Scraping" is a simple method to obtain the information that is publically-available on the
21 website and nothing more.

22 56. In 2011, COMC and Beckett Media entered into a two-year license that was to
23 expire in November, 2013. However in March of 2013, the current Beckett Media owners
24 requested that COMC enter into the most recent Data License Agreement and, at that time,
25 the parties opted to switch to a flat fee for unlimited use.

26 57. Also in March, 2013, COMC and Beckett Media entered into an Advertising
DEFENDANT CHECK OUT MY, LLC'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT: Case No. 2:14-cv-00462-RSL - 8
PDX\125330\194077\VN\13643013.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
U.S. Bank Centre
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711

1 Contract and an Online Price Guide Agreement.

2 58. Beckett Media wanted COMC to start forcing COMC customers to pay to see
3 the Beckett pricing data instead of offering it for free. COMC agreed, provided Beckett
4 Media permitted use of an API to help ensure that the pricing data on COMC's website was
5 up to date. The Online Price Guide Agreement allowed COMC to use an API to sell Beckett
6 Media subscriptions to COMC customers. Building the API was a joint effort on the part of
7 COMC and Beckett Media. It was initially created in May, 2013 and implemented in July,
8 2013. The API simply facilitated acquisition of data which was available on the Beckett
9 Media website. The API made it easy to generate a list of changes instead of COMC having
10 to review every page for possible changes.

11 59. As reported on Beckett Media's website, "eBay has felt recent competition
12 from Amazon and COMC. COMC has become one of the top places for sellers and
13 collectors when it comes to commons and inserts. Its image repository is one of the best
14 features of the site."³

15 60. On December 6, 2013, Greg Lindberg from Beckett Media contacted Tim
16 Getsch, CEO and founder of COMC. He mentioned he was interested in acquiring COMC.
17 When it became apparent that COMC would not sell for a price Beckett Media would be
18 willing to pay, Mr. Lindberg abruptly stated Beckett Media was terminating the Data License
19 Agreement between the parties and accused COMC of infringement. Mr. Lindberg followed
20 up with a letter purporting to be notice of the Data License Agreement's immediate
21 termination. Also on December 6, at 9:25 p.m., but unknown to COMC at the time, Beckett
22 Media disabled COMC's API access.

23 61. COMC responded with a letter advising that the purported termination
24

25 ³ [http://www.beckett.com/news/2014/03/beckett-business-solutions-launches-partnership-](http://www.beckett.com/news/2014/03/beckett-business-solutions-launches-partnership-with-ebay-to-create-new-dealer-tools/)
26 [with-ebay-to-create-new-dealer-tools/](http://www.beckett.com/news/2014/03/beckett-business-solutions-launches-partnership-with-ebay-to-create-new-dealer-tools/)

1 violated the parties' agreement and requesting a statement of the grounds for the purported
2 termination. Beckett Media replied on December 13, stating it was discontinuing its services
3 and, therefore, had good cause to terminate its agreement with COMC.

4 62. Counsel for COMC responded, pointing out that Beckett Media did not
5 discontinue its service, as it was still providing that service to other business partners, and
6 therefore, Beckett Media had failed to show good cause. COMC continued to tender
7 payment for use of the data pursuant to the parties' agreement. Beckett Media refused
8 COMC's monthly payments.

9 63. Pursuant to the Online Price Guide Agreement, Beckett Media was to provide
10 access to the prescribed information via APIs until January 9, 2014. Beckett Media failed to
11 restore access to COMC via the APIs, causing damages to COMC.

12 64. Beckett Media's improper, unlawful and abrupt termination of the API access
13 caused COMC damages. COMC customers who had purchased subscriptions though COMC
14 could no longer get updated pricing. This occurred without any notice, much less the 30-day
15 notice required by the Online Price Guide Agreement.

16 65. Beckett Media's improper and unlawful attempts to prematurely terminate the
17 Data Licensing Agreement caused COMC damages.

18 66. Beckett Media's decision to terminate the Data License Agreement with
19 COMC forced COMC to quickly build its own catalog and develop suggested pricing data.
20 After the initial shock, COMC embraced this challenge.

21 67. COMC has provided a wealth of information about its new catalog and
22 suggested pricing, as noted in Plaintiff's Complaint. *See* hyperlinks provided above in
23 paragraph 17. While certain aspects of the system and methodology are kept secret to
24 preserve COMC's intellectual property, its general methodology has been explained to the
25 public via YouTube and on COMC's website. As explained in the videos, COMC turned to
26 an innovative crowd-sourcing model to gather information.

1 68. Beckett Media has reviewed this information, as evidenced by its inclusion of
2 links in its Complaint. In addition, many Beckett Media employees were in attendance at the
3 Vegas Industry Summit on March 17, 2014, for COMC's presentation on its new catalog and
4 suggested pricing data. These Beckett Media employees received detailed information on
5 COMC's new services.

6 69. As of April 1, 2014, all pricing data previously furnished by Beckett Media
7 was purged from COMC's website.

8 70. Creating the COMC catalog was a huge task, which is not yet complete. Ten
9 full-time COMC employees plus thousands of sellers and collectors have been engaged in
10 the task. The suggested pricing information will be presented soon.

11 71. Beckett Media initiated this lawsuit, propounded an extensive, overly-broad
12 and unduly burdensome set of discovery as well as an immediate demand for a Rule 30(b)(6)
13 deposition, and obtained a hearing date for a motion for a temporary restraining order. On
14 information and belief, these actions were taken not for the purpose of proving their
15 unsubstantiated allegations but instead to harass and prevent COMC's successful
16 development and implementation of its alternative suggested pricing and catalog.

17 72. In addition, on information and belief, Beckett Media's discovery is
18 calculated to afford Beckett Media access to COMC's intellectual property.

19 **A. COUNTERCLAIM: ABUSE OF PROCESS**

20 73. Beckett Media's lawsuit is without merit. Beckett Media's allegations, which
21 are, in essence, that COMC intends to steal its allegedly secret pricing systems, are without
22 any basis.

23 74. On information and belief, Plaintiff is prosecuting its claims with an ulterior
24 purpose, namely to cause COMC financial hardship, to frustrate COMC's process of
25 developing its catalog and suggested pricing, as well as to gain access to COMC's
26 intellectual property.

DEFENDANT CHECK OUT MY, LLC'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT: Case No. 2:14-cv-00462-RSL - 11
PDX\125330\194077\VN\13643013.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
U.S. Bank Centre
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711

1 75. Becket Media's ulterior purpose is an abuse of legal process and, therefore,
2 COMC is entitled to an award of its attorney fees and costs in defense of this action.

3 **B. COUNTERCLAIM: BREACH OF CONTRACTS**

4 76. COMC and Beckett Media entered into a Data License Agreement and an
5 Online Price Guide Agreement. The Data License Agreement renewal date was April 1,
6 2014 and required 30-day written notice of termination. The Online Price Guide Agreement
7 was to expire six months after the first day Beckett Media's price guides were available for
8 sale on COMC.com, on January 9, 2014, and required 30-day written notification of
9 termination.

10 77. As part of the Online Price Guide Agreement, Beckett Media was
11 contractually obligated to provide access to its data until January 9, 2013. COMC paid in
12 full for this service.

13 78. Beckett Media breached the Online Price Guide Agreement.

14 79. Beckett Media disconnected API access as of December 6, 2013.

15 80. COMC tendered the contractually-specified monthly fee of \$7,750 per month
16 to Beckett Media pursuant to the Data License Agreement.

17 81. Beckett Media failed to provide written notice of termination of the Data
18 License Agreement pursuant to the terms of the Agreement.

19 82. Beckett Media breached the Data License Agreement.

20 83. Beckett Media's breaches of both the Data License Agreement and the Online
21 Price Guide Agreement caused COMC to suffer damages.

22 84. COMC is entitled to an award compensating it for Beckett Media's breaches
23 of contract.

24 **C. COMC's PRAYER FOR RELIEF**

25 COMC prays that the Court enter judgment in its favor and against Plaintiff Beckett
26 Media, as follows:

DEFENDANT CHECK OUT MY, LLC'S ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO
PLAINTIFF'S COMPLAINT: Case No. 2:14-cv-00462-RSL - 12
PDX\125330\194077\VN\13643013.1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
U.S. Bank Centre
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- 1. Dismissal of Beckett Media’s claims with prejudice;
- 2. An award of all monetary damages resulting from Beckett Media’s abuse of process and breaches of contract;
- 3. An award of attorney fees and costs; and
- 4. Such additional and different relief as the Court deems just and equitable.

D. COMC’s REQUEST FOR JURY TRIAL

In accordance with Fed. R. Civ. P. 38(b), COMC requests a trial by jury.

Dated this 4th day of April, 2014.

SCHWABE, WILLIAMSON & WYATT, P.C.

By: /s/ Virginia R. Nicholson
 Troy Greenfield, WSBA #21578
tgreenfield@schwabe.com
 Virginia R. Nicholson, WSBA #39601
vnicholson@schwabe.com
 Ryan W. Dumm, WSBA #46738
rdumm@schwabe.com

1420 Fifth Avenue, Suite 3400
 Seattle, WA 98101
 Telephone: 206.622.1711
 Facsimile: 206.292.0460
Attorneys for Defendant Check Out My, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

I hereby certify that on the 4th day of April 2014, I caused to be served the foregoing DEFENDANT CHECK OUT MY, LLC'S ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO PLAINTIFF'S COMPLAINT on the following party via United States District Court-Western District of Washington's Electronic Case Filing System ("ECF") at the following address:

Al Van Kampen
David E. Crowe
Rohde & Van Kampen PLLC
1001 4th Ave., Ste. 4050
Seattle, WA 98154

by:

- U.S. Postal Service, ordinary first class mail
- U.S. Postal Service, certified or registered mail,
- return receipt requested
- hand delivery
- facsimile
- electronic service
- other (specify) _____

Rebekah A. Davies

Rebekah A. Davies