

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

AJM PACKAGING CORP.,
a Michigan corporation,

Plaintiff,

v.

THE PARTNERSHIP AND FOREIGN
CORPORATION IDENTIFIED ON
SCHEDULE "A",

Defendants.

Case No.

COMPLAINT

Plaintiff, AJM Packaging Corp., (“AJM” or “Plaintiff”) hereby brings this trademark infringement action against the Partnership and Foreign Corporation identified in Schedule “A” attached hereto (“Defendants”) and alleges as follows:

I. NATURE OF THE ACTION

1. This action is for trademark infringement arising under the trademark laws of the United States, 15 U.S.C. § 1127, *et seq.*, including 15 U.S.C. §§ 1114, 1116, and 1117.

2. Plaintiff AJM is bringing this case to address Defendants’ egregious and blatant trademark infringement, trademark counterfeiting, and copyright infringement.

3. Since 1957, AJM has been a leader in paper products, including paper plates. They sell these plates under the name AJM PACKAGING as well and under additional marks such as NATURE’S OWN and GREEN LABEL.

4. Recently, Defendants have created a sophisticated entire counterfeit business in which they hold themselves out to be AJM. This includes using AJM’s trademarks and images,

setting up an account and storefront under the name AJM Packaging on the Amazon.com brand registry, and using the Amazon Transparency program to mislead customers into believing the counterfeit goods, which are of much lesser quality, are authentic. Perhaps most stunningly, Defendants have also filed a trademark application to register AJM PACKAGING with the U.S. Patent and Trademark Office.

5. To be clear, AJM has never given Defendants any permission whatsoever to use any of AJM's intellectual property.

6. Defendants' actions are beyond flagrant and are unquestionably willful. It is clear that Defendants have no respect whatsoever for this country's intellectual property laws or for AJM's intellectual property rights. Defendants' wrongful acts must be immediately stopped.

II. JURISDICTION AND VENUE

7. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1127, *et seq.*, 28 U.S.C. § 1331 and 28 U.S.C. § 1367(a).

8. This Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive, commercial Seller Aliases. Specifically, Defendants are reaching out to do business with Illinois residents by operating the Seller Aliases through which Illinois residents can purchase Infringing Products. Each of the Defendants has targeted sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, has sold Infringing Products to residents of Illinois. Defendants are committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the State of Illinois.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1400(a) as Defendants are a foreign individual and entities.

III. THE PARTIES

10. Plaintiff AJM Packaging is a corporation organized under the laws of Michigan with its principal place of business at E-4111 Andover Road, Bloomfield Hills, Michigan 48302.

11. Upon information and believe, Defendants are individuals or a business entities based in the United Kingdom, who owns and/or operates one or more e-commerce stores.

IV. BACKGROUND

A. AJM

12. AJM is a leading manufacturer of paper products. AJM began in 1957 when three brothers, Abram, Jack, and Morris created the company. As is apparent, the name of the company celebrates its founders by incorporating their initials. Originally, AJM operated out of a single building in Detroit. Originally, AJM offered paper plates and bags.

13. Over the last 65+ years, AJM has evolved to become one of the leading branded and private label suppliers of paper plates, bowls, cups and bags (the “AJM Goods”). AJM sells its products throughout the U.S. through a variety of brick and mortar stores such as Kroger, Costco, and Meijer and online at stores such as Amazon.com, Staples.com, Sears.com, and Walmart.com among others. AJM continues to make all of its products in the US through its eight manufacturing sites throughout the US.

14. Today, AJM remains a family-owned company headquartered in Bloomfield Hills, Michigan.

15. AJM’s branded products are sold under the mark AJM PACKAGING and have been since the formation of AJM more than 65 years ago. AJM has invested considerable resourced

promoting the AJM Goods sold under the AJM PACKAGING mark throughout the US during this time.

16. As a result of AJM’s promotion, marketing and advertising efforts, and the quality of the AJM Goods, consumers have come to associate and identify the AJM PACKAGING Mark exclusively with AJM.

17. As a result of this use, AJM has established strong common law trademark rights in its name AJM PACKAGING. Indeed, the AJM PACKAGING mark has come to symbolize the business goodwill of AJM and is an intangible asset of substantial commercial value.

18. Among the products AJM sells are paper plates, which are sold under the brand NATURE’S OWN. AJM has sold these plates under the NATURE’S OWN mark since at least as early as 2005. An image of AJM’s NATURE’S OWN paper plates is shown below:



As a result of this use, AJM owns US Trademark Registration No. 7054071 for NATURE’S OWN for paper plates in Class 21. This registration was filed on April 5, 2022 and issued on May 16, 2023. This registration is valid and subsisting, uncancelled and unrevoked. This registration shall be referred to herein as the “’071 Registration.” A true and correct copy of the ’071 Registration Certificate is attached hereto as Exhibit 1.

19. AJM has invested considerable resourced promoting the paper plates sold under the NATURE’S OWN mark throughout the US during this time.

20. As a result of AJM’s promotion, marketing and advertising efforts, and the quality of the paper plates sold under the NATURE’S OWN mark, consumers have come to associate and identify the NATURE’S OWN mark exclusively with AJM.

21. Indeed, the NATURE’S OWN mark has come to symbolize the business goodwill of AJM and is an intangible asset of substantial commercial value.

22. AJM also owns a number of other marks related to paper goods and shown in the chart below:

U.S. Trademark	Application Date	Registration No.	Registration Date	Goods
GOLD LABEL	February 17, 2012	4307788	March 26, 2013	Class 21: Paper plates
GREEN LABEL	February 17, 2012	4307787	March 26, 2013	Class 21: Paper plates
ORIGINAL HEAVYWEIGHTS	June 7, 2017	5582469	October 9, 2018	Class 21: Paper plates

These registrations are valid and subsisting, uncancelled and unrevoked. True and correct copies of these registration certificates are attached hereto as Exhibit 2. These registrations, along with the AJM PACKAGING mark and the NATURE’S OWN mark shall be referred to as the “AJM Marks.”

B. Defendants’ Unauthorized Acts

1. Defendants’ Fraudulent Trademark Applications

23. Defendants are not affiliated with AJM and are not authorized to use the AJM Marks in connection with the AJM Goods or otherwise

24. Yet, on October 25, 2023 Defendants filed a trademark application, Serial No. 98239035, to register AJM PACKAGING in Class 21 for the following goods:

Plates; Biodegradable paper pulp-based plates, bowls and cups; Cake plates; Decorative plates; Paper cups; Paper and plastic cups; Paper baking cups; Paper plates and paper cups; Plastic bag holders for household use; Plastic buckets; Plastic cups; Plastic plates; Table plates; Cooking spoons; Dishes; Disposable table plates; Ground plate glass; Paper plates; Serving spoons.

A copy of a printout from the U.S. Patent and Trademark Office (“USPTO”) Trademark Electronic Search System (“TESS”) system showing this application is attached hereto as Exhibit 3. In the application, Defendants represented to the USPTO, under oath, that he had no knowledge of any other persons that had the right to use the AJM PACKAGING mark. *Id.* This application shall be referred to as the “Fraudulent AJM PACKAGING Application.”

25. Upon information and belief as outlined herein, Defendants are aware of AJM’s prior ownership and use of AJM PACKAGING when he applied for the Fraudulent AJM PACKAGING Application.

26. Therefore, Defendants’ declarations in the Fraudulent AJM PACKAGING Application that he had no knowledge of other persons that had the right to use the AJM PACKAGING mark was false and asserted with the deliberate intent to deceive the USPTO.

27. Defendants’ filing of the Fraudulent AJM PACKAGING Application was the first step in a convoluted scheme to exploit and interfere with the reputation and goodwill AJM has built in the AJM Marks.

2. Defendants’ Fraudulent Amazon Storefront

28. Upon information and belief, Defendants Entities 1, 2, and 3 listed in Schedule A are owned and controlled by the same party, who, through his wholly owned company, filed the Fraudulent AJM PACKAGING Application because a registration or pending trademark

application is a prerequisite for applying to the Amazon Brand Registry (“ABR”). See <https://brandservices.amazon.com/brandregistry/eligibility>, attached as Exhibit 4.

29. Amazon gives brand owners who enroll in the ABR additional tools that provide greater protection against infringers and more control over how products appear and are described on “the detail pages” for each item. *See* <https://brandservices.amazon.com/brandregistry>, attached as Exhibit 5.

30. Amazon brand owners are not required to enroll in the ABR or apply with the USPTO to register a trademark for their brands. However, when a legitimate brand owner elects not to do so bad actors like Defendants are sometimes able to deceive Amazon and exploit the ABR for nefarious purposes.

31. That is, a third party can masquerade as the legitimate brand owner by filing and presenting to Amazon a fraudulent trademark application (which typically will not be subject to any scrutiny by the USPTO for six months or more). If the bad actor is successful in deceiving Amazon, he will receive a verification code that gives him full access to and control over the product listings associated with the brand. *See* Exhibit 4.

32. Upon information and belief, that is exactly what occurred here. Defendants used the Fraudulent AJM PACKAGING Application to apply to register the AJM PACKAGING mark in the ABR, which request was granted. Upon further information and belief, in doing so, Defendants falsely represented to Amazon that he owned or was authorized to act on behalf of AJM.

33. Defendants have used their status of the ABR to offer counterfeit paper plate products. More specifically, through their fact AJM Manufacturing Amazon storefront,

Defendants offer counterfeit paper plates bearing AJM's AJM PACKAGING and NATURE'S OWN marks, as shown in Exhibit 6 ("Defendants' Counterfeit Product.").

34. To further its fraudulent impersonation of AJM, Defendants also include a product description in their Amazon listing that comes directly from AJM's products. *See* Exhibit 7.

35. In an attempt to make their Counterfeit Product look realistic, Defendants use AJM's actual UPC code on their packaging. As a result, if a consumer looks up the UPC code, it will direct the consumer to AJM, even though Defendants—not AJM—make and sell Defendants' Counterfeit Products.

36. By registering on the ABR, Defendants are also able to enroll its products in the Amazon Transparency program, which is shown in the screenshot above. Ironically, according to Amazon, its Transparency program "[p]roactively protect[s] your brand from counterfeits." *See* Exhibit 6, printout from <https://brandservices.amazon.com/transparency>. Amazon further explains that "Transparency uses secure, unique codes that identify individual units, stop counterfeits from reaching customers, improve customer engagement, and give brands valuable insights to help optimize supply chains." *Id.* By taking advantage of Amazon's Transparency program, Defendants are able to use Amazon to legitimize their Counterfeit Product.

37. Unlike AJM's products, which are made in the US, Defendants' Counterfeit Products are made in China and imported to the US for sale to unsuspecting consumers.

38. As a result, Defendants' Counterfeit Product is of substantially lower quality than AJM's genuine NATURE'S OWN paper plates. Indeed, many purchasers of Defendants' Counterfeit Product have given poor reviews due to the lack of quality. These low quality counterfeits, therefore, at the very least, harm AJM's business reputation and goodwill.

39. As outlined above, Defendants have deliberately hijacked AJM's Amazon business by (1) making false statements to the USPTO in filing federal trademark applications and (2) making false statements to Amazon in applying for the ABR.

40. As a direct result of Defendants' actions, AJM has also suffered lost sales and harm to its reputation and goodwill.

41. AJM has not consented to, or otherwise acquiesced in, Defendant's unauthorized acts or use of the AJM Marks.

42. Through their unauthorized use of the AJM Marks, Defendants have and/or intend to divert AJM consumers and business away from AJM.

43. Defendants' unauthorized acts, infringing conduct, and blatant disregard for AJM trademark rights evidence Defendants' deliberate and willful intent to mislead and confuse the public, and divert business from AJM, in order to trade on the goodwill and reputation of AJM. Moreover, it is clear that Defendants will not stop their behavior unless ordered to do so by this Court.

**V. COUNT I
TRADEMARK INFRINGEMENT – 15 U.S.C. § 1114**

44. AJM realleges the preceding paragraphs as though set forth fully herein.

45. Despite AJM's prior rights in the NATURE'S OWN Mark, Defendants have, without AJM's consent, used in commerce the NATURE'S OWN Mark, or counterfeits, copies, reproductions or colorable imitations thereof in connection with the sale, offering for sale and/or advertising of paper plates.

46. Defendants' use of the NATURE'S OWN Mark, counterfeits, copies, reproductions or colorable imitations thereof, has been and continues to be done with the intent to cause

confusion, mistake and to deceive consumers concerning the source and/or sponsorship of Defendants' paper plates.

47. As a direct and proximate result of Defendants' actions, AJM has suffered and will continue to suffer lost sales and irreparable harm to AJM's business, goodwill, reputation and profits. AJM will continue to be irreparably harmed unless Defendants are restrained from further unlawful acts. An award of monetary damages alone cannot fully compensate AJM for its injuries and AJM lacks an adequate remedy at law.

48. Defendants' unlawful acts and false and/or misleading representations have been and continue to be deliberate, willful and wanton, making this an exceptional case under 15 U.S.C. § 1117.

49. AJM is entitled to a temporary, preliminary and permanent injunction against Defendant, as well as all other remedies available under the Lanham Act, including but not limited to compensatory damages, treble damages, disgorgement of profits and costs, and attorney's fees.

50. In addition, Defendants' action constitute counterfeiting under 15 U.S.C. § 1116(d)(1)(B)(i) because AJM's NATURE'S OWN Mark is registered and Defendants are using on the goods listed in the registration, namely, paper plates. As such, AJM is entitled to treble damages under 15 U.S.C. § 1117(b).

**VI. COUNT II
UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN OR
SPONSORSHIP – 15 U.S.C. § 1125(a)**

51. AJM realleges the preceding paragraphs as though set forth fully herein.

52. Defendants have knowingly used and continues to use the AJM Marks in commerce, or counterfeits, reproductions, copies, or colorable imitations thereof, in connection with goods that the Defendants have advertised, promoted, and/or sold, and to falsely represent

himself to Amazon as the legitimate owner of the AJM Marks in order to access the Amazon brand registry and its Transparency Program.

53. Defendants' use of the AJM Marks as alleged herein (a) has caused or is likely to cause confusion, mistake, or deception as to the origin, sponsorship, or affiliation of AJM and Defendants and/or their respective goods, (b) has caused or is likely to cause consumers to believe in error that Defendants' goods have been authorized, sponsored, approved, endorsed, or licensed by AJM or that the Defendants are in some way affiliated with AJM, and (c) has caused or is likely to cause interference with AJM's conduct of its business, trade and commerce by appropriating the reputation and goodwill that AJM has acquired for its goods and/or diverting AJM consumers and business away from AJM.

54. Defendants' acts, therefore, constitute false designation of origin or sponsorship and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

55. As a direct and proximate result of Defendants' actions, AJM has suffered and will continue to suffer lost sales and irreparable harm to AJM's business, goodwill, reputation and profits. AJM will continue to be irreparably harmed unless Defendants are restrained from further unlawful acts and false and/or misleading advertising and representations. An award of monetary damages alone cannot fully compensate AJM for its injuries and AJM lacks an adequate remedy at law.

56. Defendants' unlawful acts and false and/or misleading advertising and representations have been and continue to be deliberate, willful and wanton, making this an exceptional case under 15 U.S.C. § 1117.

57. AJM is entitled to a permanent injunction against Defendants, as well as all other remedies available under the Lanham Act, including but not limited to compensatory damages, treble damages, disgorgement of profits and costs, and attorney's fees.

**VII. COUNT III
COMMON LAW TRADEMARK INFRINGEMENT**

58. AJM realleges the preceding paragraphs as though set forth fully herein.

59. AJM first used the AJM PACKAGING Mark in connection with the AJM Goods at least as early as 1965. And AJM first used the NATURE'S OWN Mark in connection with paper plates at least as early as 2005. As a result of continuous sales and advertising of goods bearing the AJM PACKAGING and NATURE'S OWN Marks, these marks have become widely known and consumers have come to identify AJM as the exclusive source of the goods and services to which these are applied and these marks are or have become distinctive.

60. Defendants, with knowledge of and intentional disregard for AJM's rights, has and continues to advertise, promote and/or sell goods using the AJM PACKAGING and NATURE'S OWN marks, or counterfeits, copies, reproductions or colorable imitations thereof. Such acts by Defendants have caused and continue to cause confusion as to the source and/or sponsorship of Defendants' paper plates and services.

61. Defendants' acts constitute willful infringement of AJM's exclusive rights in the AJM PACKAGING and NATURE'S OWN marks in violation of common law.

62. As a direct and proximate result of Defendants' conduct, AJM has suffered irreparable harm to its valuable AJM PACKAGING and NATURE'S OWN marks in an amount to be proved at trial. Unless Defendant is restrained from further infringement of the AJM PACKAGING and NATURE'S OWN marks, AJM will continue to be irreparably harmed.

63. An award of monetary damages alone cannot fully compensate AJM for its injuries and AJM lacks an adequate remedy at law.

**VIII. COUNT IV
COMMON LAW UNFAIR COMPETITION**

64. AJM realleges the preceding paragraphs as though set forth fully herein.

65. By virtue of the conduct described herein, Defendants in the conduct of their business, trade and commerce, has engaged and is engaging in conduct that is deceptive or misleading and, thus, constitutes common law unfair competition.

66. Defendants have intentionally deceived the public through false and/or misleading advertising and representations, misleading consumers to believe that Defendants' purported paper plates are affiliated with, sponsored by or approved by AJM, and by appropriating to Defendants the reputation and goodwill that AJM has acquired for its goods.

67. On information and belief, the aforesaid acts were undertaken willfully and with the intention of causing confusion, mistake or deception.

68. As a direct and proximate result of Defendant's conduct, AJM has suffered lost sales and irreparable harm to its goodwill and reputation in an amount to be proved at trial. Unless Defendants are restrained from further unlawful acts and false and/or misleading advertising and representations, AJM will continue to be irreparably harmed.

69. An award of monetary damages alone cannot fully compensate AJM for its injuries and AJM lacks an adequate remedy at law.

**IX. COUNT V
VIOLATION OF THE ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES
ACT ("UDTPA")**

70. AJM realleges the preceding paragraphs as though set forth fully herein.

71. Defendants' sale of their Counterfeit Product constitutes "trade" or "commerce" within the meaning of 815 ILCS 510/1, *et seq.* of the UDTPA.

72. Defendants' actions as set forth above have caused and are causing confusion or misunderstanding as to the source, sponsorship, approval, and/or certification of goods or services within the meaning of the UDTPA. 815 ILCS 510/2(a)(2).

73. AJM has suffered irreparable harm as a direct and proximate result of Defendants' actions.

74. An award of monetary damages alone cannot fully compensate AJM for its injuries, and AJM lacks an adequate remedy at law.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff AJM demands judgment against Defendant as follows:

A. A determination that the Defendants have violated 15 U.S.C. § 1114, that AJM has been damaged by such violations, and that Defendant is liable for such violations;

B. A determination that the Defendants have violated 15 U.S.C. § 1125(a), that AJM has been damaged by such violations, and that Defendant is liable for such violations;

C. A determination that the Defendants have committed common law unfair competition, that AJM has been damaged by such unfair competition, and that Defendant is liable to AJM for common law unfair competition;

D. A determination that the Defendants have committed common law trademark infringement, that AJM has been damaged by such trademark infringement, and that Defendant is liable to AJM for common law trademark infringement;

E. A determination that Defendants have violated the MCPA, that AJM has been damaged by such violation, and that Defendants are liable to AJM for the violation of the MCPA;

F. A determination that this case is “exceptional,” under 15 U.S.C. § 1117(a);

G. An Order enjoining, temporarily, preliminarily and permanently, the Defendants and each of their agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert therewith, from:

1. engaging in false and/or misleading representations regarding Defendant’s entitlement to use the AJM Marks, register the AJM Marks with any administrative or business entity, or exercise control over AJM Marks and products and product listings bearing the same, including in connection with Amazon or any other online platform;

2. imitating, copying, or making any unauthorized use of the AJM Marks;

3. importing, manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting or displaying any service or product using any simulation, reproduction, counterfeit, copy, or colorable imitation of the AJM Marks;

4. using any false designation of origin or false description or performing any act which is likely to lead members of the trade or public to believe that any service or product manufactured, distributed or sold by Defendant is in any manner associated or connected with AJM, or is sold, manufactured, licensed, sponsored, approved or authorized by AJM; and

5. upon AJM’s request, any third party with actual notice of any Order issued under this Paragraph who is providing services for any of the Defendants or in connection with any of Defendants’ Online Marketplaces, including, without limitation, Amazon.com, Inc. (“Amazon”) shall, within seven (7) calendar days after receipt of such notice, provide to AJM expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;

b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and

c. any financial accounts owned or controlled by Defendants, including their affiliates, officers, agents, servants, employees, attorneys, confederates, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com, Walmart, Etsy, DHgate or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

H. For an Order directing Defendant to relinquish the Amazon Brand Registry account for AJM PACKAGING and/or transfer the same to AJM, along with any other accounts under his direction or control that relate to the AJM Marks.

I. For an Order directing that Defendant deliver for destruction all products, labels, badging, tags, signs, prints, packages, videos, adwords and advertisements in his possession or under his control, bearing or using the AJM Marks or any simulation, reproduction, counterfeit,

copy or colorable imitation thereof, and all plates, molds, matrices and other means of making the same, pursuant to 15 U.S.C. § 1118;

J. For an Order directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving the erroneous impression that any service or product manufactured, sold or otherwise circulated or promoted by Defendant is authorized by AJM or related in any way to the AJM Goods;

K. For an Order directing the Defendant and their agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert therewith, to file with this Court, and serve upon AJM's counsel within thirty (30) days after entry of such judgment, a written report under oath, setting in detail the manner and form in which they have complied with such judgment;

L. For an Order permitting AJM, and/or auditors of AJM, to audit and inspect the books, records, and premises of Defendant and any related entities for a period of six (6) months after entry of final relief in this matter, to determine the scope of the Defendant's trademark infringement and unfair competition as well as the Defendant's compliance with the orders of this Court;

M. An award of damages adequate to compensate AJM for the actionable conduct of the Defendant, including, subject to the principles of equity, recovery by AJM of (1) Defendants' profits, (2) any damages sustained by AJM, and (3) the costs of this action;

N. An award of costs and disbursements incurred in this action, including AJM's reasonable attorneys' fees;

O. An award of AJM's damages trebled plus AJM's costs and attorneys' fees, pursuant to 15 U.S.C. § 1117;

P. For an Order requiring Defendant to file with the Court and provide to AJM an accounting of all sales and profits realized by Defendants through his unlawful actions;

Q. For an award of interest, including pre-judgment interest on the foregoing sums;
and

R. A grant of such other, different, and additional relief the Court may deem equitable and proper.

Respectfully submitted,

Plaintiff AJM PACKAGING CORP.,

By: /s/ Harry O. Channon
Counsel for AJM Packaging Corp.

Dated: August 12, 2024

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