ESTTA Tracking number: **ESTTA676537**
Filing date: **06/05/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91220386
Party	Defendant Alliance Riggers & Constructors, Ltd.
Correspondence Address	R WAYNE PRITCHARD R WAYNE PRITCHARD PC 300 EAST MAIN DRIVE, SUITE 1240 EL PASO, TX 79901-1359 UNITED STATES wpritchard@pritchlaw.com
Submission	Other Motions/Papers
Filer's Name	R Wayne Pritchard
Filer's e-mail	wpritchard@pritchlaw.com
Signature	/rwp/
Date	06/05/2015
Attachments	TTAB Notification.pdf(341430 bytes) Exhibit A to TTAB Notification.pdf(192237 bytes) Exhibit B to TTAB Notification.pdf(1292704 bytes) Exhibit C to TTAB Notification.pdf(167109 bytes) Exhibit D to TTAB Notification.pdf(3728322 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DR. LINDA S. RESTREPO, Opposer, v. ALLIANCE RIGGERS & CONSTRUCTORS, LTD., Applicant.	§ § § § § § § § § §	Opposition No. 91220386

APPLICANT'S NOTIFICATION AS REQUESTED BY ORDER DATED MAY 8, 2015

TO THE HONORABLE JUDGE OF SAID COURT:

Now Comes, ALLIANCE RIGGERS & CONSTRUCTORS, LTD., Applicant and through its attorney of record, R. Wayne Pritchard, P.E., of the law firm R. Wayne Pritchard, P.C., files this its Notification as Requested by Order Dated May 8, 2015 as follows:

I.

As referenced in Applicant's Motion to Dismiss, Applicant filed suit against Carlos E. Restrepo and LINDA S. RESTREPO, in Texas in El Paso County Court at Law #5, Case Number 2012-DCV04523 (the "State Court Action"), alleging, among other things, breach of contract and trademark infringement in connection with a web page that CARLOS E. RESTREPO and LINDA S. RESTREPO were hired to design. It is Applicant's position in the State Court Action that Opposer's assertion of ownership over a domain name identical to the word portion of Applicant's mark ("ALLIANCE RIGGERS & CONSTRUCTORS (w/design)") constitutes, among other things, common law trademark infringement. Attached hereto as Exhibit "A" is a true and correct copy of the Second Amended Original

Petition filed in the State Court Action, which remains the current and active petition. As shown in the docket sheets attached hereto as Exhibit "B", from the State Court Action, the Eighth Court of Appeals, and the various removed cases filed by Opposer in Federal Court, litigation between the identical parties involving the same trademark is extensive and spans approximately 3 years. Opposer is not a typical pro se litigant as demonstrated by the 5 different attempts at removal to Federal Court, the in excess of 9 different appeals to the State Court of Appeals, and at least one attempt at a mandamus action (all of which have been determined adverse to Opposer). At this juncture, Opposer is prohibited by the rulings in Federal Court from attempting again any removal into that court of the current action, and by virtue of rulings from State Court, ever filing any action against anyone, including Applicant, of any claims, including those issues raised in the State Court Action. The only venue apparently still available to Opposer at which she can attempt to re-hash the failed arguments she has raised in Federal Court, the State Court of Appeals and in the State Court Action, is this Board. Notwithstanding the fact that there have been numerous and varied reasons asserted by Opposer in countless motions and briefs over the years as to why she believes that she and her husband have not infringed the trademark of Applicant, Applicant attaches as Exhibit "D" the original answer of Opposer to the State Court Action.

There has not been a final determination on the merits in the State Court Action other than a determination under Texas law that Opposer and her husband are vexatious litigants. A true and correct copy of the trial court's order determining Opposer and her husband to be vexatious is attached hereto as Exhibit "C." The State Court Action is set for trial on July 14, 2015.

II.

Applicant received via email on June 2, 2015, a Motion to Dismiss filed by Opposer in these proceedings on May 28, 2015. The order of this Board dated May 8, 2015, clearly stated that Applicant's Motion to Dismiss had been granted and that Opposer would be provided an opportunity to file a second notice of opposition to address the deficiencies raised by the Board. The opportunity to file a second notice of opposition would be deferred until such time as the Board ascertained if suspension would be appropriate. The Motion to Dismiss filed by Opposer is not consistent with the rulings of this Board, consequently, Applicant does not intend to file a response to the improperly filed Motion to Dismiss of Opposer. Should the Board decide that the Motion to Dismiss was not filed in violation of the May 8, 2015 Order, Applicant requests that it be provided time to properly respond to such motion. Additionally, it is clear from, among other things, the arguments raised by Opposer in these proceedings, the docket sheets attached hereto as Exhibit "B", and the order determining Opposer to be vexatious attached hereto as Exhibit "C", that providing LINDA S. RESTREPO additional time to file a second notice of opposition does not serve justice but instead delays the rightful registration of Applicant's mark. Based upon the foregoing, Applicant is requesting that this matter not be suspended or deferred but dismissed as requested in its Motion to Dismiss and that its' application proceed to registration immediately.

WHEREFORE, PREMISES CONSIDERED, Applicant requests that this Notification be accepted, that this case be dismissed immediately, without suspension or deferral, that Applicant's mark proceed immediately to registration, and that Applicant be awarded such other and further relief to which it is entitled.

Respectfully submitted,

R. WAYNE PRITCHARD, P.C.
300 East Main, Suite 1240
El Paso, Texas 79901
Tel. (915) 533-0080
Fax (915) 533-0081

By: R. Wayne Pritchard
R. WAYNE PRITCHARD
State Bar No. 16340150

ATTORNEYS FOR APPLICANT

CERTIFICATE OF SERVICE

I, R. WAYNE PRITCHARD, do hereby certify that on the 5th day of June, 2015, a true and correct copy of the foregoing document was delivered as required by the Federal Rules of Civil Procedure to **LINDA RESTREPO**, P.O. Box 12066, El Paso, Texas 79913, Pro Se Opposer.

R. Wayne Pritchard
R. WAYNE PRITCHARD

IN THE COUNTY COURT AT LAW NUMBER 5
EL PASO COUNTY, TEXAS

ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Cause No. 2012-DCV04523
	§	
LINDA S. RESTREPO and CARLOS E. RESTREPO D/b/a Collectively RDI Global Services and R&D International,	§	
	§	
Defendants.	§	

PLAINTIFF'S SECOND AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now Comes, ALLIANCE RIGGERS & CONSTRUCTORS, LTD., by and through its attorney of record, R. Wayne Pritchard, P.E., of the law firm R. Wayne Pritchard, P.C., complaining of LINDA S. RESTREPO and CARLOS E. RESTREPO d/b/a Collectively RDI Global Services and R&D International, Defendants, and for cause of action would respectfully show the court as follows:

I.
DISCOVERY LEVEL

1. Discovery is to be conducted in accordance with Rule 190.3 of the Texas Rules of Civil Procedure, Level 2.

II.
PARTIES

2. Plaintiff is limited partnership having its principal place of business in El Paso, Texas.

3. CARLOS E. RESTREPO has appeared and answered herein.

'A'

4. LINDA S. RESTREPO has appeared and answered herein.

III.
TRADEMARK INFRINGEMENT/UNFAIR COMPETITION/DILUTION

5. By virtue of its long time use in El Paso County, Texas as well as elsewhere, Plaintiff is the owner of the well known common law trademark, ALLIANCE RIGGERS & CONSTRUCTORS.

6. Defendants have registered a domain name that is identical to or confusingly similar to the trademark of Plaintiff. They have in fact, launched a web page at such address in which they make multiple use of Plaintiff's common law trademark both on the web page and in the metatags. Despite this lawsuit, Defendants continue to maintain and assert ownership over the afore-referenced domain name.

7. The registration and use by Defendants of a domain name identical or confusingly similar to Plaintiff's trademark constitutes trademark infringement, unfair competition and is a violation of the Texas anti-dilution statute.

8. As a direct and proximate result of the conduct of Defendants described above, Plaintiff has suffered damages and seeks monetary relief of over $100,000 but not more than $200,000. Additionally, Plaintiff seeks non-monetary relief in the form of a permanent injunction prohibiting Defendants from using any name confusingly similar to the trademark of Plaintiff and requiring Defendants to transfer ownership of the domain name they purchased to it.

IV.
BREACH OF CONTRACT

9. On or about March 2011, Plaintiff and Defendants entered into a contract ("Contract"), the primary purpose of which was to design for Plaintiff a web page.

Defendants have breached the Contract by failing to design for Plaintiff the web page as agreed. As a direct and proximate result of the conduct of Defendants described above, Plaintiff has suffered damages and seeks monetary relief of over $100,000 but not more than $200,00.

V.
DECLARATORY JUDGMENT REQUEST

10. By letter dated June 12, 2012, Defendant alleged that Plaintiff had breached the Contract and made demand that Plaintiff pay Defendants $3,500.00.

11. As shown above, Plaintiff has not breached the Contract as alleged by Defendants and furthermore, does not owe Defendants any sum of money.

12. Plaintiff requests that pursuant to Section 37.001 et seq., of the Texas Civil Practice and Remedies Code, commonly referred to as the Texas Declaratory Judgment Act, this Court declare that Plaintiff is not in breach of the Contract and does not owe Defendants any amounts of money.

13. Plaintiff is entitled to recover from Defendants, jointly and severally, pursuant to Section 37.009 of the Texas Declaratory Judgment Act, its reasonable and necessary attorneys' fees incurred in this action.

VI.
VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

14. In connection with the their agreement to design for Plaintiff a web page, Defendants:

A. Represented that services had characteristics, uses or benefits which they did not have in violation of Section 17.46(b)(5) of the Texas Deceptive Trade Practices Act ("TDPA");

B. Represented that services were of a particular standard, quality or grade when they were of another in violation of Section 17.46(b)(7) of the TDPA;

C. Represented that an agreement conferred or involved rights, remedies or obligations which it did not have or involve in violation of Section 17.46(b)(12) of the TDPA;

D. Failed to disclose information concerning services which was known at the time of the transaction, when such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed in violation of Section 17.46(b)(24) of the TDPA;

E. Engaged in unconscionable actions or course of actions in violation of Section 17.50(a)(3) of the TDPA;

15. The actions of Defendants complained of in paragraph 10, were a producing cause of damages to Plaintiff and are therefore actionable under Section 17.50(a)of the TDPA.

16. The conduct of Defendants as described above was committed knowingly entitling Plaintiff to recover three times its economic damages as provided in Section 17.50(b)(1) of the TDPA.

VII.
ATTORNEYS' FEES

17. Plaintiff is entitled to recover its reasonable attorneys' fees incurred in this action pursuant to Sections 37.009 and 38.001 et seq. of the Texas Civil Practice and Remedies Code as well as under the Texas Deceptive Trade Practices Act.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final hearing in this matter, after proper notice to Defendants, that it recover from Defendants, jointly and severally, its actual damages, its economic damages, three times its economic damages, as well as court costs and reasonable attorneys' fees together with prejudgment and post-judgment interest as allowed by law, that a permanent injunction be entered prohibiting Defendants from using any name confusingly similar to the trademark of Plaintiff and requiring Defendants to transfer ownership of the domain name they purchased to it, and that Plaintiff be awarded such other and further relief to which it is entitled.

Respectfully submitted,

R. WAYNE PRITCHARD, P.C.
300 East Main, Suite 1240
El Paso, Texas 79901
Tel. (915) 533-0080
Fax (915) 533-0081

By: R. Wayne Pritchard
R. WAYNE PRITCHARD
State Bar No. 16340150

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I, R. WAYNE PRITCHARD, do hereby certify that on the 5th day of June 2015, a true and correct copy of the foregoing document was delivered as required by the Texas Rules of Civil Procedure to Defendants, LINDA S RESTREPO and CARLOS E. RESTREPO d/b/a RDI Global Services and R&D International, P.O. Box 12066, El Paso, Texas 79912

R. Wayne Pritchard

R. WAYNE PRITCHARD, P.E.

REGISTER OF ACTIONS
CASE NO. 2012DCV04523

ALLIANCE RIGGERS & CONSTRUCTORS, LTD. vs LINDA RESTREPO,CARLOS RESTREPO

§
§
§
§
§

Case Type: **Breach of Contract**
Date Filed: **06/20/2012**
Location: **County Court at Law 5**

PARTY INFORMATION

		Lead Attorneys
Counter Defendant	ALLIANCE RIGGERS & CONSTRUCTORS, LTD., COLLECTIVLEY EL PASO CRANE & RIGGIN, INC.	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	CORDOVA ALLIANCE, LLC	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	CORDOVA, FRANK H	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	CORDOVA, PAUL D	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	CORDOVA, PHILLIP	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	CORDOVA, ROBERTA	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	DELGADO, NICK	
Counter Defendant	EL PASO CRANE & RIGGING, INC.	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	LUGO, NICK	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	PRUETT, MELODY	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	PRUETT, PHILLIP	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Defendant	STEVENS, TERRY	**R WAYNE PRITCHARD** *Retained* 915-533-0080(W)
Counter Plaintiff	RESTREPO, CARLOS E.	**Pro Se**
Counter Plaintiff	RESTREPO, CARLOS E.	**Pro Se**
Counter Plaintiff	RESTREPO, LINDA S.	**Pro Se**

'B'

Counter Plaintiff	RESTREPO, LINDA S.	Pro Se
Defendant	RESTREPO, CARLOS E.	Pro Se
Defendant	RESTREPO, LINDA S.	Pro Se
Plaintiff	ALLIANCE RIGGERS & CONSTRUCTORS, LTD.	R WAYNE PRITCHARD *Retained* 915-533-0080(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

07/05/2013 **Notice of Removal** (Judicial Officer: Villa, Carlos)
Comment (DEFENDANTS LINDA S. RESTREPO AND CARLOS E. RESTREPO/AND MEMORANDUM IN SUPPORT OF NOTICE/ CB)

07/22/2014 **Notice of Removal** (Judicial Officer: Villa, Carlos)
Comment (REMOVED TO FEDERAL COURT EP14CV0277/SF)

10/28/2014 **Notice of Removal** (Judicial Officer: Villa, Carlos)
Comment (NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT/SF)

OTHER EVENTS AND HEARINGS

06/20/2012 **Original Petition (OCA)** **Doc ID# 1**
06/20/2012 **Case Information Sheet** **Doc ID# 2**
06/20/2012 **Request for Production** **Doc ID# 3**
06/20/2012 **Request for Disclosure** **Doc ID# 4**
06/20/2012 **Interrogatories** **Doc ID# 5**
06/21/2012 **Citation**

RESTREPO, LINDA S.	Returned Unserved	10/15/2012
	Returned	10/15/2012
RESTREPO, CARLOS E.	Returned Unserved	10/15/2012
	Returned	10/15/2012

08/23/2012 **Citation**

RESTREPO, LINDA S.	Served	10/09/2012
	Returned	10/10/2012
RESTREPO, CARLOS E.	Served	10/09/2012
	Returned	10/10/2012

10/29/2012 **Motion to Dismiss** **Doc ID# 6**
10/29/2012 **Motion** **Doc ID# 7**
10/29/2012 **Motion to Quash** **Doc ID# 8**
10/29/2012 **Motion to Quash** **Doc ID# 9**
10/29/2012 **Motion to Quash** **Doc ID# 10**
10/29/2012 **Motion to Quash** **Doc ID# 11**
11/06/2012 **Order Setting Hearing** **Doc ID# 12**
11/21/2012 *CANCELED* **Motion Hearing** (8:30 AM) (Judicial Officer Villa, Carlos)
Other
11/21/2012 **Request for Production** **Doc ID# 13**
11/21/2012 **Admissions** **Doc ID# 14**
11/21/2012 **Admissions** **Doc ID# 15**
11/21/2012 **Interrogatories** **Doc ID# 16**
11/21/2012 **Motion to Dismiss for Want of Prosecution** **Doc ID# 17**
11/21/2012 **Motion for Protective Order** **Doc ID# 18**
11/21/2012 **Motion for Protective Order** **Doc ID# 19**
11/26/2012 **Receipt** **Doc ID# 20**
11/30/2012 **Response** **Doc ID# 21**
11/30/2012 **Response** **Doc ID# 22**
12/07/2012 **Status Conference** (10:00 AM) (Judicial Officer Villa, Carlos)
12/07/2012 **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
12/07/2012 **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
12/07/2012 **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
12/07/2012 **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
12/07/2012 **Order Denying New Trial** **Doc ID# 23**
12/07/2012 **Response** **Doc ID# 24**
12/07/2012 **Response** **Doc ID# 25**
12/07/2012 **Response** **Doc ID# 26**
12/10/2012 *CANCELED* **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
Other
11/21/2012 Reset by Court to 12/10/2012
12/27/2012 **Request for Finding of Facts and Conclusions of Law** **Doc ID# 27**
12/27/2012 **Motion to Dismiss for Want of Prosecution** **Doc ID# 28**
01/08/2013 **Motion for Extension** **Doc ID# 29**
01/16/2013 **Motion** **Doc ID# 31**
01/22/2013 **Motion** **Doc ID# 30**
01/22/2013 **Notice of Accelerated Appeal** **Doc ID# 32**
01/22/2013 **Designation of Clerk's Record** **Doc ID# 33**
01/22/2013 **Affidavit** **Doc ID# 36**
01/23/2013 **Notice** **Doc ID# 34**
01/23/2013 **Docketing Certificate**
01/23/2013 **Order Granting Extension of Time** **Doc ID# 35**
02/06/2013 **Letter** **Doc ID# 37**

03/14/2013	**Judgment from Court of Appeals Doc ID# 38**		
03/14/2013	**Memorandum Doc ID# 39**		
03/22/2013	**Order Setting Hearing Doc ID# 40**		
03/22/2013	**Motion to Compel Doc ID# 41**		
03/27/2013	**Motion for Extension Doc ID# 42**		
03/28/2013	**Judgment from Court of Appeals Doc ID# 43**		
03/28/2013	**Memorandum Doc ID# 44**		
04/02/2013	**Objection Doc ID# 45**		
04/02/2013	**Response Doc ID# 46**		
04/02/2013	**Motion to Compel Doc ID# 47**		
04/02/2013	**Order Resetting Hearing Doc ID# 51**		
04/02/2013	**Motion Doc ID# 52**		
04/02/2013	**Objection Doc ID# 53**		
04/05/2013	**Motion for Recusal Doc ID# 48**		
04/05/2013	**Letter Doc ID# 49**		
04/05/2013	**Fax Doc ID# 50**		
04/08/2013	**Motion to Compel Hearing** (11:00 AM) (Judicial Officer Villa, Carlos)		
	04/08/2013 Reset by Court to 04/08/2013		
04/08/2013	**Motion Hearing** (9:30 AM) (Judicial Officer Villa, Carlos)		
04/08/2013	**Motion to Compel Hearing** (11:00 AM) (Judicial Officer Villa, Carlos)		
	04/08/2013 Reset by Court to 04/08/2013		
04/08/2013	**Notice Doc ID# 54**		
04/11/2013	**Order Setting Hearing Doc ID# 55**		
04/12/2013	**Order of Assignment**		
04/16/2013	**Returned Mail Doc ID# 56**		
04/18/2013	**Answer Doc ID# 57**		
04/18/2013	**Change of Address Doc ID# 60**		
04/22/2013	**Affidavit Doc ID# 58**		
04/22/2013	**Motion for Stay Doc ID# 59**		
04/22/2013	**Citation**		
	CORDOVA, PHILLIP	Served	04/30/2013
		Returned	05/01/2013
	PRUETT, PHILLIP	Served	04/30/2013
		Response Received	05/17/2013
		Returned	05/01/2013
	DELGADO, NICK	Returned Unserved 05/01/2013	
		Returned	05/01/2013
	CORDOVA, PAUL D	Served	04/30/2013
		Response Received	05/17/2013
		Returned	05/01/2013
	CORDOVA, FRANK H	Served	04/30/2013
		Response Received	05/17/2013
		Returned	05/01/2013
	STEVENS, TERRY	Served	04/30/2013
		Response Received	05/17/2013
		Returned	05/01/2013
	PRUETT, MELODY	Served	04/30/2013
		Response Received	05/17/2013
		Returned	05/01/2013
04/22/2013	**Citation**		
	CORDOVA, ROBERTA	Served	04/30/2013
		Returned	05/01/2013
04/26/2013	**Motion to Recuse Judge** (1:30 PM) (Judicial Officer Villa, Carlos)		
04/29/2013	**Citation**		
	ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	Served	05/13/2013
	COLLECTIVLEY EL PASO CRANE & RIGGIN, INC.	Response Received	05/17/2013
		Returned	05/14/2013
	EL PASO CRANE & RIGGING, INC.	Served	05/13/2013
		Response Received	05/17/2013
		Returned	05/14/2013
	CORDOVA ALLIANCE, LLC	Served	05/13/2013
		Response Received	05/17/2013
		Returned	05/14/2013
05/03/2013	**Motion for Sanctions Doc ID# 61**		
05/03/2013	**Order Denying Doc ID# 62** (Judicial Officer: Larsen, Susan)		
05/08/2013	**Response Doc ID# 63**		
05/10/2013	**Returned Mail Doc ID# 64**		
05/13/2013	**Motion to Compel Hearing** (11:00 AM) (Judicial Officer Villa, Carlos)		
05/14/2013	**Order**		
05/17/2013	**Answer Doc ID# 65**		
05/17/2013	**Answer Doc ID# 66**		
05/17/2013	**Answer Doc ID# 67**		
05/17/2013	**Answer Doc ID# 68**		
05/17/2013	**Answer Doc ID# 69**		
05/17/2013	**Answer Doc ID# 70**		
05/17/2013	**Answer Doc ID# 71**		
05/17/2013	**Answer Doc ID# 72**		
05/20/2013	**Request Doc ID# 73**		
05/20/2013	**Request Doc ID# 74**		
05/20/2013	**Request Doc ID# 75**		
05/20/2013	**Notice of Appeal Doc ID# 77**		
05/20/2013	**Notice of Appeal Doc ID# 78**		
05/23/2013	**Letter Doc ID# 76**		
05/23/2013	**Motion Doc ID# 81**		
05/23/2013	**Order Setting Hearing Doc ID# 82**		
05/24/2013	**Docketing Certificate**		

05/24/2013	**Docketing Certificate**		
05/24/2013	**Notice** Doc ID# 79		
05/24/2013	**Notice** Doc ID# 80		
05/28/2013	**Supplemental Response** Doc ID# 83		
05/28/2013	**Supplemental Response** Doc ID# 84		
05/30/2013	**Objection** Doc ID# 85		
05/30/2013	**Motion for Sanctions** Doc ID# 86		
05/30/2013	**Motion to Strike** Doc ID# 87		
05/31/2013	**Motion Hearing** (9:30 AM) (Judicial Officer Villa, Carlos)		
05/31/2013	**Order**		
06/04/2013	**Request** Doc ID# 88		
06/04/2013	**Admissions** Doc ID# 89		
06/04/2013	**Motion to Compel** Doc ID# 90		
06/04/2013	**Request** Doc ID# 91		
06/04/2013	**Request for Production** Doc ID# 92		
06/04/2013	**Admissions** Doc ID# 93		
06/04/2013	**Interrogatories** Doc ID# 94		
06/04/2013	**Request for Production** Doc ID# 95		
06/04/2013	**Interrogatories** Doc ID# 96		
06/04/2013	**Interrogatories** Doc ID# 97		
06/05/2013	**Request for Jury** Doc ID# 98		
06/06/2013	**Order Setting Jury Trial** Doc ID# 99		
06/07/2013	**Order**		
06/07/2013	**Motion for Default Judgment** Doc ID# 100		
06/07/2013	**Motion for Default Judgment** Doc ID# 101		
06/07/2013	**Motion for Default Judgment** Doc ID# 102		
06/07/2013	**Motion for Default Judgment** Doc ID# 103		
06/07/2013	**Motion for Default Judgment** Doc ID# 104		
06/07/2013	**Motion for Default Judgment** Doc ID# 105		
06/12/2013	**Response** Doc ID# 106		
06/12/2013	**Motion for Summary Judgment** Doc ID# 107		
06/12/2013	**Order Setting Hearing** Doc ID# 108		
06/17/2013	**Order**		
06/17/2013	**Request** Doc ID# 109		
06/17/2013	**Motion** Doc ID# 110		
06/17/2013	**Motion** Doc ID# 111		
06/17/2013	**Motion for Default Judgment** Doc ID# 112		
06/17/2013	**Objection** Doc ID# 113		
06/17/2013	**Request for Finding of Facts and Conclusions of Law** Doc ID# 114		
06/17/2013	**Request for Finding of Facts and Conclusions of Law** Doc ID# 115		
06/17/2013	**Request for Finding of Facts and Conclusions of Law** Doc ID# 116		
06/17/2013	**Request for Finding of Facts and Conclusions of Law** Doc ID# 117		
06/17/2013	**Objection** Doc ID# 118		
06/18/2013	**Order**		
06/26/2013	**Request** Doc ID# 119		
06/26/2013	**Amended Answer** Doc ID# 120		
06/26/2013	**Request** Doc ID# 121		
07/01/2013	**Notice of Appeal** Doc ID# 122		
07/01/2013	**Request** Doc ID# 123		
07/01/2013	**Motion for Summary Judgment** Doc ID# 124		
07/01/2013	**Motion to Strike** Doc ID# 125		
07/02/2013	**Docketing Certificate**		
07/02/2013	**Notice** Doc ID# 126		
07/02/2013	**Letter** Doc ID# 127		
07/02/2013	**Response** Doc ID# 128		
07/08/2013	*CANCELED* **Motion Hearing** (3:30 PM) (Judicial Officer Villa, Carlos) *Other*		
07/11/2013	*CANCELED* **Motion for Summary Judgment** (3:30 PM) (Judicial Officer Villa, Carlos) *Other*		
07/11/2013	**TRANSCRIPT**		
07/11/2013	**TRANSCRIPT**		
07/11/2013	**TRANSCRIPT**		
07/12/2013	**TRANSCRIPT**		
07/12/2013	**TRANSCRIPT**		
07/15/2013	**Receipt** Doc ID# 129		
07/17/2013	**Citation**		
	LUGO, NICK	Served	07/22/2013
		Response Received	08/14/2013
		Returned	07/23/2013
07/17/2013	**Citation**		
	CORDOVA, ROBERTA	Served	07/22/2013
		Response Received	08/14/2013
		Returned	07/23/2013
07/18/2013	**Letter from Court of Appeals**		
07/25/2013	**Letter** Doc ID# 130		
07/25/2013	**Judgment from Court of Appeals** Doc ID# 131		
07/25/2013	**Opinion from Court of Appeals** Doc ID# 132		
08/01/2013	**Letter** Doc ID# 133		
08/01/2013	**Docket**		
08/01/2013	**Order**		
08/01/2013	**Application** Doc ID# 134		
08/01/2013	**Response** Doc ID# 135		
08/01/2013	**Order Granting** Doc ID# 136		
08/01/2013	**Motion** Doc ID# 137		
08/01/2013	**Submission** Doc ID# 138		
08/01/2013	**Response in Opposition**		
08/09/2013	*CANCELED* **Non-Jury Trial** (9:30 AM) (Judicial Officer Villa, Carlos)		

	Cancelled Pending Reset
08/14/2013	**Answer Doc ID# 139**
08/14/2013	**Answer Doc ID# 140**
08/21/2013	**Returned Mail Doc ID# 142**
08/30/2013	**Letter from Court of Appeals**
08/30/2013	**Mandate Doc ID# 144**
09/19/2013	**Order Setting Hearing Doc ID# 143**
09/26/2013	**Letter from Court of Appeals**
10/24/2013	*CANCELED* **Motion for Summary Judgment** (3:00 PM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
02/14/2014	*CANCELED* **Pre-Trial Hearing** (10:30 AM) (Judicial Officer Villa, Carlos)
	Other
03/04/2014	**Judgment from Court of Appeals Doc ID# 145**
03/04/2014	**Letter from Court of Appeals**
03/04/2014	**Opinion from Court of Appeals Doc ID# 146**
03/06/2014	**Letter Doc ID# 147**
03/17/2014	*CANCELED* **Motion Hearing** (11:00 AM) (Judicial Officer Villa, Carlos)
	Other
03/18/2014	*CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Villa, Carlos)
	Other
03/19/2014	**Mandate Doc ID# 148**
03/28/2014	**Letter from Court of Appeals**
03/28/2014	**Letter from Court of Appeals**
04/17/2014	**Letter from Court of Appeals**
04/17/2014	**Letter from Court of Appeals**
04/17/2014	**Letter from Court of Appeals**
04/28/2014	**Letter from Court of Appeals**
06/04/2014	**Order Setting Hearing Doc ID# 149**
06/20/2014	**Amended Petition Doc ID# 150**
06/27/2014	**Order**
06/27/2014	**Letter from Court of Appeals**
06/27/2014	**Order**
06/27/2014	**Letter from Court of Appeals**
06/27/2014	**Letter from Court of Appeals**
06/27/2014	**Letter from Court of Appeals**
06/27/2014	**Letter from Court of Appeals**
07/07/2014	**Motion Doc ID# 151**
07/08/2014	**Order Setting Hearing Doc ID# 152**
07/11/2014	**Request for Hearing Doc ID# 156**
07/11/2014	**Plea to the Jurisdiction Doc ID# 153**
07/13/2014	**Motion Doc ID# 154**
07/13/2014	**Request for Hearing Doc ID# 155**
07/17/2014	**Motion Doc ID# 157**
07/17/2014	**Request for Hearing Doc ID# 158**
07/17/2014	**Request for Hearing Doc ID# 159**
07/19/2014	**Motion Doc ID# 161**
07/20/2014	**Motion to Strike Doc ID# 160**
07/22/2014	**Response Doc ID# 162**
07/22/2014	**Notice of Removal Doc ID# 163**
07/23/2014	**Order Setting Hearing Doc ID# 164**
07/28/2014	*CANCELED* **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
07/31/2014	**Letter Doc ID# 166**
07/31/2014	**Docket**
07/31/2014	**Motion to Remand Doc ID# 167**
07/31/2014	**Motion Doc ID# 168**
07/31/2014	**Order Granting Doc ID# 169**
07/31/2014	**Notice of Removal Doc ID# 170**
07/31/2014	**Order Granting Doc ID# 171**
08/05/2014	**Motion to Dismiss Doc ID# 165**
08/12/2014	**Motion Doc ID# 172**
08/12/2014	**Motion for Sanctions Doc ID# 174**
08/13/2014	**Mandate Doc ID# 173**
08/13/2014	**Response Doc ID# 175**
08/13/2014	**Motion to Strike Doc ID# 176**
08/15/2014	**Motion Doc ID# 177**
08/17/2014	**Supplement Doc ID# 178**
08/20/2014	*CANCELED* **Motion Hearing** (1:30 PM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
08/20/2014	*CANCELED* **Plea to Jurisdiction Hearing** (1:30 PM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
08/20/2014	*CANCELED* **Motion Hearing** (1:30 PM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
08/21/2014	*CANCELED* **Motion Hearing** (10:00 AM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
08/21/2014	**Order Setting Hearing Doc ID# 179**
08/25/2014	*CANCELED* **Status Conference** (11:30 AM) (Judicial Officer Villa, Carlos)
	Cancelled Pending Reset
08/29/2014	**Order Setting Hearing Doc ID# 180**
09/21/2014	**Special Exceptions Doc ID# 181**
09/21/2014	**Special Exceptions Doc ID# 182**
09/22/2014	**Motion to Dismiss Doc ID# 183**
09/22/2014	**Motion Requesting Doc ID# 184**
09/23/2014	**Jury Demand Doc ID# 185**
09/23/2014	**Motion Doc ID# 186**
09/24/2014	**Motion for Protective Order Doc ID# 187**
09/24/2014	**Letter Doc ID# 190**

09/24/2014	**Letter** **Doc ID# 191**		
09/25/2014	**Status Conference** (9:30 AM) (Judicial Officer Villa, Carlos)		
	10/16/2014 Reset by Court to 09/25/2014		
09/25/2014	**Answer** **Doc ID# 188**		
09/25/2014	**Supplement** **Doc ID# 189**		
09/26/2014	**Order Setting Hearing** **Doc ID# 192**		
10/10/2014	**Request for Hearing** **Doc ID# 193**		
10/15/2014	**Order**		
10/21/2014	**Subpoena Requested** **Doc ID# 195**		
10/21/2014	**Subpoena Requested** **Doc ID# 196**		
10/21/2014	**Subpoena Requested** **Doc ID# 197**		
10/23/2014	**Motion** **Doc ID# 198**		
10/24/2014	**Subpoena Duces Tecum**		
	PRITCHARD, R WAYNE	Served	10/28/2014
		Returned	10/29/2014
10/24/2014	**Subpoena Duces Tecum**		
	STEVENS, TERRY	Returned Unserved	10/29/2014
		Returned	10/29/2014
10/24/2014	**Subpoena Duces Tecum**		
	CORDOVA, PHILLIP	Served	10/28/2014
		Returned	10/29/2014
10/27/2014	**Notice of Appeal** **Doc ID# 199**		
10/27/2014	**Motion for Stay** **Doc ID# 200**		
10/28/2014	**Plea to the Jurisdiction** **Doc ID# 201**		
10/29/2014	**Motion Hearing** (9:30 AM) (Judicial Officer Villa, Carlos)		
10/29/2014	**Letter from Court of Appeals**		
10/29/2014	**Docketing Certificate**		
10/29/2014	**Receipt** **Doc ID# 202**		
10/29/2014	**Notice** **Doc ID# 203**		
10/30/2014	**Order Resetting Hearing** **Doc ID# 204**		
10/30/2014	**Letter** **Doc ID# 208**		
10/30/2014	**Letter** **Doc ID# 209**		
10/31/2014	**Notice of Removal** **Doc ID# 206**		
11/03/2014	**Motion Hearing** (9:30 AM) (Judicial Officer Villa, Carlos)		
11/03/2014	**Notice of Removal** **Doc ID# 205**		
11/03/2014	**Order Granting** **Doc ID# 207**		
11/03/2014	**Order for Pre-Trial Hearing in Jury Trial** **Doc ID# 212**		
11/03/2014	**Letter** **Doc ID# 214**		
11/10/2014	**Judgment from Court of Appeals** **Doc ID# 210**		
11/10/2014	**Opinion from Court of Appeals** **Doc ID# 211**		
11/17/2014	**Copy** **Doc ID# 213**		
12/04/2014	**Motion to Vacate** **Doc ID# 215**		
12/04/2014	**Motion for New Trial** **Doc ID# 216**		
12/05/2014	**Order Granting** **Doc ID# 217**		
12/17/2014	**Motion** **Doc ID# 218**		
12/19/2014	**Order Setting Hearing** **Doc ID# 219**		
12/22/2014	**Motion for New Trial** **Doc ID# 220**		
12/22/2014	**Response** **Doc ID# 221**		
01/12/2015	**Supplement** **Doc ID# 222**		
01/13/2015	**Response** **Doc ID# 223**		
01/13/2015	**Response** **Doc ID# 224**		
01/14/2015	**Request** **Doc ID# 225**		
01/14/2015	**Objection** **Doc ID# 226**		
01/15/2015	**Motion Hearing** (1:30 PM) (Judicial Officer Villa, Carlos)		
01/15/2015	**Response** **Doc ID# 227**		
01/15/2015	**Reply** **Doc ID# 228**		
01/15/2015	**Reply** **Doc ID# 229**		
01/16/2015	**Order**		
01/20/2015	**Notice of Appeal** **Doc ID# 231**		
01/20/2015	**Letter from Court of Appeals**		
01/22/2015	**Objection** **Doc ID# 230**		
01/26/2015	**Letter from Court of Appeals**		
01/26/2015	**Mandate** **Doc ID# 232**		
01/29/2015	**Findings of Facts and Conclusions of Law**		
02/02/2015	**Order Denying** **Doc ID# 235**		
02/03/2015	**Letter from Court of Appeals**		
02/03/2015	**Notice** **Doc ID# 233**		
02/09/2015	**Correspondence** **Doc ID# 234**		
03/05/2015	**Memorandum** **Doc ID# 236**		
03/05/2015	**Judgment from Court of Appeals** **Doc ID# 237**		
04/08/2015	**Motion** **Doc ID# 238**		
04/15/2015	**Order Setting Hearing** **Doc ID# 239**		
04/30/2015	**Motion** **Doc ID# 240**		
04/30/2015	**Letter** **Doc ID# 241**		
05/05/2015	**Response** **Doc ID# 242**		
05/06/2015	**Admissions** **Doc ID# 243**		
05/06/2015	**Admissions** **Doc ID# 244**		
05/06/2015	**Motion to Compel** **Doc ID# 245**		
05/08/2015	**Objection** **Doc ID# 246**		
05/11/2015	**Interrogatories** **Doc ID# 247**		
05/11/2015	**Request for Production** **Doc ID# 248**		
05/11/2015	**Request for Disclosure** **Doc ID# 249**		
05/13/2015	**Motion for Summary Judgment** (2:30 PM) (Judicial Officer Villa, Carlos)		
05/15/2015	**Request for Finding of Facts and Conclusions of Law** **Doc ID# 251**		
05/15/2015	**Order**		
05/18/2015	**Special Exceptions** **Doc ID# 250**		

05/18/2015	**Notice Doc ID# 252**
05/26/2015	**Order Setting Hearing Doc ID# 253**
05/26/2015	**Order Denying Doc ID# 254**
05/28/2015	**Order Setting Hearing Doc ID# 255**
05/29/2015	**Mandate Doc ID# 256**
06/01/2015	**Objection Doc ID# 257**
06/02/2015	**Amended Doc ID# 258**
06/08/2015	**Special Exception Hearing** (2:00 PM) (Judicial Officer Villa, Carlos)
06/22/2015	**Pre-Trial Hearing** (1:30 PM) (Judicial Officer Villa, Carlos)
07/13/2015	**Motion in Limine** (11:00 AM) (Judicial Officer Villa, Carlos)
07/14/2015	**Jury Trial** (9:00 AM) (Judicial Officer Villa, Carlos)

Appellate Case Number	Date Filed	Style	v.	Case Type	COA Case Number	COA Case Number	Trial Court Case Number	Trial Court County	Trial Court	Appellate Court
08-15-00011-CV	1/14/2015	Linda S. Restrepo and Carlos E. Restr...	Alliance Riggers & Constructors, LTD.	Miscellaneous/other civil			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-14-00292-CV	10/31/2014	In Re: Linda S. Restrepo and Carlos E...		Prohibition			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-14-00288-CV	10/24/2014	Linda S. Restrepo and Carlos E. Restr...	Alliance Riggers & Constructors, LTD.	Miscellaneous/other civil			2012DCV04523	El Paso	County Court at Law No 5	COA08
08-14-00270-CV	9/24/2014	In Re: Linda S. Restrepo and Carlos E...		Prohibition			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-14-00159-CV	5/19/2014	In Re: Linda S. Restrepo and Carlos E...		Mandamus/prohibition			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-14-00075-CV	2/25/2014	In Re: Linda S. Restrepo and Carlos E...		Mandamus/prohibition			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-13-00183-CV	7/1/2013	Linda S. Restrepo and Carlos E. Restr...	Alliance Riggers & Constructors, Ltd.	Special Appearance			2012DCV04523	El Paso	County Court at Law No 5	COA08
08-13-00153-CV	5/20/2013	Linda S. Restrepo and Carlos E. Restr...	Alliance Riggers & Constructors, Ltd.	Unknown Civil Case Type.			2012-DCV-04523	El Paso	County Court at Law No 5	COA08
08-13-00007-CV	1/8/2013	Linda S. Restrepo and Carlos E. Restr...	Alliance Riggers & Constructors, LTD	Unknown Civil Case Type.			2012-DCV04523	El Paso	County Court at Law No 5	COA08
08-00-00485-CV	10/27/2000	Restrepo, Carlos E. and Linda S. Rest...	Sierra Medical Foundation and Sierra ...	Automobile Personal Injury			92-13087	El Paso	41st District Court	COA08
08-00-00335-CV	7/31/2000	Restrepo, Linda S. and Carlos Restrep...	El Paso Times, Inc., Gannett Group Co...	Miscellaneous civil			2000-1658	El Paso	34th District Court	COA08
08-00-00197-CV	4/21/2000	Restrepo, Carlos E. and Linda S.	Haugland, Corey W. and Grambling & Mo...	Automobile Personal Injury			90-10831	El Paso	41st District Court	COA08
08-98-00340-CV	10/13/1998	Restrepo, Carlos and Linda S.	Amparan, Lilly d/b/a Sunshine Service...	Miscellaneous civil			87-3955	El Paso	41st District Court	COA08
08-98-00149-CV	5/7/1998	In Re: Carlos Restrepo		Mandamus/prohibition						COA08
08-98-00142-CV	5/4/1998	In Re: Marjory S. Erskine and W. S. E...		Mandamus/prohibition						COA08
08-98-00102-CV	4/8/1998	Restrepo, Carlos E. and Linda S. Rest...	The Travelers Insurance Companies	Contract			98-1228	El Paso	171st District Court	COA08
08-98-00103-CV	4/8/1998	Restrepo, Carlos E. and Linda S. Rest...	McCoy, Stephen L., The Estate of Dona...	Other Personal Injury			98-862	El Paso	41st District Court	COA08
08-95-00207-CV	7/5/1995	Restrepo, Carlos E. and wife, Linda S...	The Honorable Ray L. McKim, Judge Ret...	Mandamus/prohibition						COA08
08-95-00041-CV	2/10/1995	Restrepo, Carlos E. and wife, Linda S...	First National Bank of Dona Ana Count...	Unknown Civil Case Type.			89-4383	El Paso	243rd District Court	COA08
08-94-00319-CV	10/4/1994	Restrepo, Linda S. and Carlos E. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			94-10030	El Paso	41st District Court	COA08
08-94-00229-CV	9/6/1994	Restrepo, Carlos E. and Linda S. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			89-13178	El Paso	41st District Court	COA08

Appellate Case Number	Date Filed	Style	v.	Case Type	COA Case Number	COA Case Number	Trial Court Case Number	Trial Court County	Trial Court	Appellate Court
08-94-00230-CV	9/6/1994	Restrepo, Carlos E. and Linda S. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			91-1256	El Paso	41st District Court	COA08
08-94-00231-CV	9/6/1994	Restrepo, Carlos and wife, Linda S. R...	First National Bank of Dona Ana, New ...	Contract			91-6091	El Paso	41st District Court	COA08
08-94-00232-CV	9/6/1994	Restrepo, Carlos E. and wife, Linda S...	First National Bank of Dona Ana Count...	Unknown Civil Case Type.			91-6092	El Paso	41st District Court	COA08
08-94-00233-CV	9/6/1994	Restrepo, Linda S. and Carlos E. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			91-6369	El Paso	41st District Court	COA08
08-94-00234-CV	9/6/1994	Restrepo, Carlos E. and Linda S. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			91-9860	El Paso	41st District Court	COA08
08-94-00235-CV	9/6/1994	Restrepo, Carlos E. and Linda S. Rest...	First National Bank of Dona Ana Count...	Miscellaneous civil			91-1257	El Paso	41st District Court	COA08
08-94-00197-CV	7/28/1994	Restrepo, Carlos E. and Linda S. Rest...	McKim, Ray L.	Miscellaneous civil			92-7268	El Paso	County Court at Law No 3	COA08
08-94-00135-CV	6/10/1994	Restrepo, Linda S. and Carlos E. Rest...	The Honorable Ray L. McKim, Retired V...	Mandamus/prohibition				El Paso	41st District Court	COA08
08-94-00083-CV	4/8/1994	Restrepo, Carlos E. and Linda S. Rest...	The Honorable Bill Stephens, Judge si...	Mandamus/prohibition				El Paso	41st District Court	COA08
08-92-00231-CV	5/29/1992	Restrepo, Carlos E. and Linda S. Rest...	The Honorable Stephen F. Preslar, Jud...	Mandamus/prohibition						COA08
08-91-00324-CV	9/3/1991	Restrepo, Carlos E. and Linda S.	The Honorable Lupe Rivera-Eggemeyer, ...	Mandamus/prohibition						COA08
08-91-00097-CV	3/28/1991	Restrepo, Carlos E. & Linda S. Restre...	First Natl. Bank of Dona Ana County, ...	Miscellaneous civil			91-1256	El Paso	County Court at Law No 3	COA08

CLOSED,PATENT/TRADEMARK

U.S. District Court [LIVE]
Western District of Texas (El Paso)
CIVIL DOCKET FOR CASE #: 3:13-cv-00211-DCG

Alliance Riggers & Constructors, LTD. v. Restrepo et al
Assigned to: Judge David C Guaderrama
Related Case: 3:14-cv-00277-PRM
Case in other court: County Court at Law No. 5 of El Paso County, TX, 2012DCV4523
Cause: 15:44 Trademark Infringement

Date Filed: 07/05/2013
Date Terminated: 07/29/2013
Jury Demand: Both
Nature of Suit: 840 Trademark
Jurisdiction: Federal Question

Plaintiff

Alliance Riggers & Constructors, LTD. represented by **Robert Wayne Pritchard**
R. Wayne Pritchard, P.C.
300 East Main
Suite 1240
El Paso, TX 79901
(915) 533-0080
Fax: 915/533-0081
Email: wpritchard@pritchlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Linda S. Restrepo
doing business as
Collectively RDI Global Services and R&D International
represented by **Linda S. Restrepo**
PO Box 12066
El Paso, TX 79912
(915) 581-2732
PRO SE

Defendant

Carlos E. Restrepo
doing business as
Collectively RDI Global Services and R&D International
represented by **Carlos E. Restrepo**
PO Box 12066
El Paso, TX 79912
(915) 581-2732
PRO SE

Counter Plaintiff

Carlos E. Restrepo
doing business as
Collectively RDI Global Services and R&D International
represented by **Carlos E. Restrepo**
(See above for address)
PRO SE

Counter Plaintiff

Linda S. Restrepo *doing business as* Collectively RDI Global Services and R&D International	represented by	**Linda S. Restrepo** (See above for address) PRO SE

V.

Counter Defendant

Alliance Riggers & Constructors, LTD.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

El Paso Crane & Rigging, Inc.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Cordova Alliance, Inc.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Phillip Cordova *Individually, Jointly and Severally and as the Registered Agent for Alliance Riggers & Constructors, LTD. and Cordova Alliance, LLC and El Paso Crane & Rigging, Inc.*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Phillip Pruett *Individually, Jointly and Severally*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Melody Pruett *Individually, Jointly and Severally*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Terry Stevens *Individually, Jointly and Severally*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY*

ATTORNEY TO BE NOTICED

Counter Defendant

Frank H. Cordova
Individually, Jointly and Severally and as Registered Agent for El Paso Crane & Rigging, Inc.

represented by **Robert Wayne Pritchard**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Counter Defendant

Roberta Cordova
Individually, Jointly and Severally, as the Registered Agent for El Paso Crane & Rigging, Inc.

Counter Defendant

Nick Lugo

Counter Defendant

Paul B. Cordova

represented by **Robert Wayne Pritchard**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
07/05/2013	1	MOTION to Proceed in forma pauperis by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Notice of Removal, # 2 Civil Cover Sheet, # 3 Supplemental Civil Cover Sheet)(da) (Entered: 07/08/2013)
07/05/2013		If ordered by the court, all referrals will be assigned to Magistrate Judge Castaneda (da) (Entered: 07/08/2013)
07/08/2013		Remark: " All parties shall comply with the Standing Orders of Judge David C. Guaderrama located at http://www.txwd.uscourts.gov/rules/stdord/default.asp#elpaso" (mc4) (Entered: 07/08/2013)
07/08/2013	2	Report on Patent/Trademark sent to U.S. Patent and Trademark Office. (mc4) (Entered: 07/08/2013)
07/12/2013	3	MOTION to Remand to State Court by Alliance Riggers & Constructors, LTD.. (Attachments: # 1 Proposed Order)(Pritchard, Robert) (Entered: 07/12/2013)
07/12/2013	4	ORDER GRANTING 1 Motion for Leave to Proceed in forma pauperis Signed by Judge David C Guaderrama. (lc3) (Entered: 07/15/2013)
07/15/2013	5	NOTICE OF REMOVAL, filed by Linda S. Restrepo, Carlos E. Restrepo. (lc3) (Entered: 07/15/2013)
07/16/2013	6	MOTION Requesting Permission for E-Filing by Defendants/Counter

		Plaintiffs, Carlos E. Restrepo and Linda S. Restrepo. (Attachments: # 1 Proposed Order)(mc4) (Entered: 07/17/2013)
07/17/2013	7	NOTICE of Filing---Submission of State Court Record in PDF Format/DVD by Defendants/Counter Plaintiffs Carlos E. Restrepo, and Linda S. Restrepo. DVDs available at the District Clerk's Office File Room. (mc4) (Entered: 07/17/2013)
07/23/2013	8	Response in Opposition to Motion, filed by Carlos E. Restrepo, Linda S. Restrepo, re 3 MOTION to Remand to State Court filed by Plaintiff Alliance Riggers & Constructors, LTD. (Attachments: # 1 Proposed Order)(mc4) (Entered: 07/23/2013)
07/29/2013	9	ORDER GRANTING 3 Motion to Remand to State Court to the County Court at Law Number 5 in El Paso County, Texas; All pending Motions, if any, are DENIED AS MOOT Signed by Judge David C Guaderrama. (mc4) (Entered: 07/30/2013)
07/30/2013	10	Report on Patent/Trademark sent to U.S. Patent and Trademark Office. (mc4) (Entered: 07/30/2013)
08/01/2013	11	Transmittal Letter/Correspondence to Norma L. Favela, District Clerk, El Paso COunty Courthouse as per Order Remanding Case. (mc4) (Entered: 08/01/2013)

PACER Service Center			
Transaction Receipt			
06/02/2015 15:34:27			
PACER Login:	wp0191:2663672:0	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	3:13-cv-00211-DCG
Billable Pages:	3	**Cost:**	0.30

CLOSED,PATENT/TRADEMARK

U.S. District Court [LIVE]
Western District of Texas (El Paso)
CIVIL DOCKET FOR CASE #: 3:14-cv-00277-PRM

Alliance Riggers & Constructors, LTD. v. Restrepo et al
Assigned to: Judge Philip R. Martinez
Related Case: 3:13-cv-00211-DCG
Case in other court: County Court at Law 5 of El Paso County, TX, 2012DCV4523
Cause: 15:44 Trademark Infringement

Date Filed: 07/21/2014
Date Terminated: 07/30/2014
Jury Demand: Defendant
Nature of Suit: 840 Trademark
Jurisdiction: Federal Question

Plaintiff

Alliance Riggers & Constructors, LTD. represented by **Robert Wayne Pritchard**
R. Wayne Pritchard, P.C.
300 East Main
Suite 1240
El Paso, TX 79901
(915) 533-0080
Fax: 915/533-0081
Email: wpritchard@pritchlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Linda S. Restrepo
doing business as Collectively RDI Global Services and R&D International
represented by **Linda S. Restrepo**
PO Box 12066
El Paso, TX 79912
(915)581-2732
PRO SE

Defendant

Carlos E. Restrepo
doing business as Collectively RDI Global Services and R & D International
represented by **Carlos E. Restrepo**
PO Box 12066
El Paso, TX 79912
(915) 581-2732
PRO SE

Counter Plaintiff

Carlos E. Restrepo
doing business as Collectively RDI Global Services and R&D International
represented by **Carlos E. Restrepo**
(See above for address)
PRO SE

Counter Plaintiff

Linda S. Restrepo *doing business as Collectively RDI Global Services and R&D International*	represented by	**Linda S. Restrepo** PO Box 12066 El Paso, TX 79912 PRO SE

V.

Counter Defendant

Alliance Riggers & Constructors, LTD.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

El Paso Crane & Rigging, Inc.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Cordova Alliance, Inc.	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Phillip Cordova *Individually, Jointly and Severally and as the Registered Agent for Alliance Riggers & Constructors, LTD, and Cordova Alliance, LLC and El Paso Crane & Rigging, Inc.*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Melody Pruett *Individually, Jointly and Severally*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Terry Stevens *Individually, Jointly and Severally*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY* *ATTORNEY TO BE NOTICED*

Counter Defendant

Frank H. Cordova *Individually, Jointly and Severally and as Registered Agent for El Paso*	represented by	**Robert Wayne Pritchard** (See above for address) *LEAD ATTORNEY*

Crane & Rigging, Inc. *ATTORNEY TO BE NOTICED*

Counter Defendant

Roberta Cordova
Individually, Jointly and Severally, as the Registered Agent for El Paso Crane & Rigging Inc

Counter Defendant

Nick Lugo

Counter Defendant

Paul Cordova represented by **Robert Wayne Pritchard**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Counter Defendant

Phillip Pruett
Individually, jointly and severally

Date Filed	#	Docket Text
07/21/2014	2	MOTION to Proceed in forma pauperis by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Notice of Removal, # 2 Civil Cover Sheet, # 3 Motion Requesting for E-filing)(jg1) (Additional attachment(s) added on 7/24/2014: # 4 Supplemental Cover Sheet) (jg1). (Attachment 2 replaced on 7/24/2014) (jg1). (Entered: 07/23/2014)
07/21/2014		If ordered by the court, all referrals will be assigned to Magistrate Judge Torres (jg1) (Entered: 07/23/2014)
07/23/2014	1	MOTION to Remand to State Court by Alliance Riggers $ Constructors, LTD.. (Attachments: # 1 Exhibit Exhibit "A", # 2 Exhibit Exhibit "B", # 3 Exhibit Exhibit "C", # 4 Proposed Order Proposed Order Granting Remand)(Pritchard, Robert) (Entered: 07/23/2014)
07/30/2014	3	ORDER GRANTING 1 Motion to Remand to State Court; GRANTING 2 Motion for Leave to Proceed in forma pauperis Signed by Judge Philip R. Martinez. (mg2) (Entered: 07/30/2014)
07/30/2014	4	NOTICE OF REMOVAL (Filing fee $0 receipt number XXXXX), filed by Alliance Riggers & Constructors, LTD.(mg2) (Entered: 07/30/2014)
07/30/2014	5	CORRECTED ORDER GRANTING MOTION TO REMAND TO County Court at Law Number 5 AND GRANTING APPLICATION TO PROCEED without PREPAYING FEES OR COSTS. Signed by Judge Philip R. Martinez. (mg2) (Entered: 07/30/2014)
07/31/2014	6	Certified Mail Receipt of 5 Order to Carlos E. Restrepo & Linda S. Restrepo (mg2) (Entered: 07/31/2014)

07/31/2014	7	Case Remanded from TXWD has been received and opened in County Court at Law Number Five (5) District, El Paso County, TX., Division as to case number 2012-DCV04523. (mg2) . (Entered: 07/31/2014)

PACER Service Center			
Transaction Receipt			
06/02/2015 15:35:11			
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Description:	Docket Report	**Search Criteria:**	3:14-cv-00277-PRM
Billable Pages:	3	**Cost:**	0.30

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U.S. District Court [LIVE]
Western District of Texas (El Paso)
CIVIL DOCKET FOR CASE #: 3:14-cv-00408-DCG

Alliance Riggers & Constructors, LTD. v. Restrepo et al
Assigned to: Judge David C Guaderrama
Case in other court: El Paso County Court at Law No. 5, 2012-DCV-04523
Cause: 28:1441 Petition for Removal

Date Filed: 10/31/2014
Date Terminated: 01/08/2015
Jury Demand: Plaintiff
Nature of Suit: 820 Copyright
Jurisdiction: Federal Question

Plaintiff

Alliance Riggers & Constructors, LTD. represented by **Robert Wayne Pritchard**
R. Wayne Pritchard, P.C.
300 East Main
Suite 1240
El Paso, TX 79901
(915) 533-0080
Fax: 915/533-0081
Email: wpritchard@pritchlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Linda S. Restrepo represented by **Linda S. Restrepo**
P.O. Box 12066
El Paso, TX 79912
PRO SE

Defendant

Carlos E. Restrepo represented by **Carlos E. Restrepo**
PO Box 12066
El Paso, TX 79912
(915) 581-2732
PRO SE

Date Filed	#	Docket Text
10/31/2014	1	MOTION to Proceed in forma pauperis by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Civil Cover Sheet, # 2 Civil Cover Sheet Supplement, # 3 Notice of Removal, # 4 Exhibit 1-10)(mc6) Modified on 12/2/2014 (mc4). (Entered: 11/03/2014)
10/31/2014		If ordered by the court, all referrals will be assigned to Magistrate Judge Berton (mc6) (Entered: 11/03/2014)

11/03/2014	7	Mailed: Register of Copyrights (lc3) (Entered: 12/17/2014)
11/04/2014		Remark:"All parties shall comply with the Standing Orders of Judge David C. Guaderrama located at http://www.txwd.uscourts.gov/Rules/StandingOrders/default.asp#elpaso" (lc3) (Entered: 11/04/2014)
11/24/2014	2	Defendants Submission of State Court Case Record by Carlos E. Restrepo, Linda S. Restrepo. CD given to Judge Guaderrama. (lc3) (Entered: 11/25/2014)
12/04/2014	3	ORDER GRANTING 1 Motion for Leave to Proceed in forma pauperis Signed by Judge David C Guaderrama. Case ordered to be remanded; defendant's sanctioned $100 for each and barred from filing another notice of removal or IFP (lc3) Modified on 12/17/2014 (lc3). (Entered: 12/05/2014)
12/05/2014	4	NOTICE OF REMOVAL, filed by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 exhibits)(lc3) (Entered: 12/05/2014)
12/05/2014	5	Letter/Correspondence regarding remand to state court. (lc3) (Entered: 12/05/2014)
12/17/2014	6	MOTION to Alter or Amend Judgment by Carlos E. Restrepo. (Attachments: # 1 exhibit 1, # 2 exhibit 2, # 3 exhibit 3 - 5, # 4 exhibit 6-10)(lc3) (Entered: 12/17/2014)
12/18/2014	8	MOTION to Strike 6 MOTION, 4 Notice of Removal by Alliance Riggers & Constructors, LTD.. (Attachments: # 1 Exhibit, # 2 Proposed Order) (Pritchard, Robert) (Entered: 12/18/2014)
12/30/2014	9	RESPONSE to Motion, filed by Carlos E. Restrepo, Linda S. Restrepo, re 8 MOTION to Strike 6 MOTION, 4 Notice of Removal filed by Plaintiff Alliance Riggers & Constructors, LTD. (Attachments: # 1 SANCTION PAYMENT)(lc3) (Entered: 12/31/2014)
01/08/2015	10	ORDER DENYING 6 Motion ; MOOTING 8 Motion to Strike Signed by Judge David C Guaderrama. (lc3) Modified on 2/9/2015 to designate as opinion (kc). (Entered: 01/08/2015)

PACER Service Center			
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PACER Login:	wp0191:2663672:0	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	3:14-cv-00408-DCG
Billable Pages:	2	**Cost:**	0.20

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U.S. District Court [LIVE]
Western District of Texas (El Paso)
CIVIL DOCKET FOR CASE #: 3:14-cv-00359-KC

Restrepo et al v. Alliance Riggers & Constructors, LTD. et al
Assigned to: Judge Kathleen Cardone
Cause: 17:501 Copyright Infringement

Date Filed: 09/25/2014
Date Terminated: 01/21/2015
Jury Demand: Plaintiff
Nature of Suit: 820 Copyright
Jurisdiction: Federal Question

Plaintiff

Linda S. Restrepo represented by **Linda S. Restrepo**
P.O. Box 12066
El Paso, TX 79912
(915)581-2732
PRO SE

Plaintiff

Carlos E. Restrepo
D/B/A Collectively RDI Global Services and R & D International
represented by **Carlos E. Restrepo**
PO Box 12066
El Paso, TX 79912
(915) 581-2732
PRO SE

V.

Defendant

Alliance Riggers & Constructors, LTD. represented by **Robert Wayne Pritchard**
R. Wayne Pritchard, P.C.
300 East Main
Suite 1240
El Paso, TX 79901
(915) 533-0080
Fax: 915/533-0081
Email: wpritchard@pritchlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Cordova Alliance, LLC.

Defendant

El Paso Crane and Rigging Inc.

Date Filed	#	Docket Text
09/24/2014	1	MOTION to Proceed in forma pauperis by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Complaint, # 2 Civil Cover Sheet)(jg1) (Entered: 09/25/2014)
09/24/2014		If ordered by the court, all referrals will be assigned to Magistrate Judge Garney (jg1) (Entered: 09/25/2014)
10/03/2014	2	ORDER for more definite stateent by 10/16/14. Signed by Judge Kathleen Cardone. (dl1) (Entered: 10/03/2014)
10/03/2014	3	Doc#2 sent certified mail to Carlos E. Restrepo (dl1) (Entered: 10/06/2014)
10/03/2014	4	Doc#2 sent certified mail to Linda S. Restrepo (dl1) (Entered: 10/06/2014)
10/14/2014	5	Certified Mail Receipt of 2 Order as to Carlos E. Restrepo (dl1) (Entered: 10/14/2014)
10/14/2014	6	Certified Mail Receipt of 2 Order as to Linda S. Restrepo (dl1) (Entered: 10/14/2014)
10/16/2014	7	MOTION for Leave to File Amended Complaint by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Amended Complaint)(dl1) (Entered: 10/17/2014)
10/23/2014	8	ORDER GRANTING 1 Motion for Leave to Proceed in forma pauperis; GRANTING 7 Motion for Leave to File Signed by Judge Kathleen Cardone. (dl1) (Entered: 10/23/2014)
10/23/2014	9	AMENDED COMPLAINT against Alliance Riggers & Constructors, LTD., Cordova Alliance, LLC., El Paso Crane and Rigging Inc. amending, filed by Linda S. Restrepo, Carlos E. Restrepo.(dl1) (Entered: 10/23/2014)
10/23/2014	10	Document #8 sent by certified mail to Linda S. Restrepo (dl1) (Entered: 10/27/2014)
10/23/2014	11	Document #8 sent certified mail to Carlos Restrepo (dl1) (Entered: 10/27/2014)
10/27/2014	12	ORDER for Service. Signed by Judge Kathleen Cardone. (dl1) (Entered: 10/27/2014)
10/29/2014	13	Report on Copyright sent to Register of Copyrights. (dl1) (Entered: 10/29/2014)
10/29/2014	14	Summons Issued as to Alliance Riggers & Constructors, LTD., Cordova Alliance, LLC., El Paso Crane and Rigging Inc.. (dl1) (Main Document 14 replaced on 10/31/2014) (dl1). (Entered: 10/29/2014)
10/29/2014	16	ORDER Striking Pleading 15 Notice (Other). Signed by Judge Kathleen Cardone. (dl1) (Entered: 10/30/2014)

10/30/2014	17	Summons Issued as to Alliance Riggers & Constructors, LTD., Cordova Alliance, LLC., El Paso Crane and Rigging Inc.. (dl1) (Entered: 10/30/2014)
10/30/2014	18	Document #16 sent certified mail to Carlos E. Restrepo (dl1) (Entered: 10/31/2014)
10/30/2014	19	Document #16 sent certified mail to Linda S. Restrepo (dl1) (Entered: 10/31/2014)
11/04/2014	20	Certified Mail Receipt to Carlos E. Restrepo of 8 Order on Motion for Leave to Proceed in Forma Pauperis, Order on Motion for Leave to File (dl1) (Entered: 11/05/2014)
11/04/2014	21	Certified Mail Receipt to Linda S Restrepo of 8 Order on Motion for Leave to Proceed in Forma Pauperis, Order on Motion for Leave to File (dl1) (Entered: 11/05/2014)
11/04/2014	22	Certified Mail Receipt to Linda S. Restrepo of 16 Order Striking Pleading (dl1) (Entered: 11/05/2014)
11/04/2014	23	Certified Mail Receipt to Carlos E. Restrepo of 16 Order Striking Pleading (dl1) (Entered: 11/05/2014)
11/05/2014	24	MOTION for permission for e-filing by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Proposed Order)(dl1) (Entered: 11/06/2014)
11/07/2014	25	MOTION to Dismiss *Rule 12b(6)* by Alliance Riggers & Constructors, LTD., Cordova Alliance, LLC., El Paso Crane and Rigging Inc.. (Attachments: # 1 Exhibit Exhibit "A", # 2 Proposed Order Proposed Order Granting Motion to Dismiss)(Pritchard, Robert) (Entered: 11/07/2014)
11/19/2014	27	ORDER Striking Pleading 26 Response in Opposition to Motion,. Signed by Judge Kathleen Cardone. (dl1) (Entered: 11/19/2014)
11/20/2014	28	Document #27 sent certified mail to Linda S. Restrepo (dl1) (Entered: 11/24/2014)
11/20/2014	29	Document #27 sent certified mail to Carlos E. Restrepo (dl1) (Entered: 11/24/2014)
12/01/2014	31	Certified Mail Receipt of 27 Order Striking Pleading received 11/28/14 by Carlos E. Restrepo (dl1) (Entered: 12/02/2014)
12/01/2014	32	Certified Mail Receipt of 27 Order Striking Pleading received 11/28/14 by Linda S. Restrepo (dl1) (Entered: 12/02/2014)
12/02/2014	30	NOTICE for Submission of Corrected Typographical Errors by Carlos E. Restrepo, Linda S. Restrepo (dl1) (Entered: 12/02/2014)
12/03/2014	33	SUMMONS Returned Executed by Linda S. Restrepo, Carlos E. Restrepo. Alliance Riggers & Constructors, LTD. served on 11/5/2014, answer due 11/26/2014. (dl1) (Entered: 12/03/2014)

12/03/2014	34	RESPONSE to Motion, filed by Carlos E. Restrepo, Linda S. Restrepo, re 25 MOTION to Dismiss *Rule 12b(6)* filed by Defendant Alliance Riggers & Constructors, LTD., Defendant Cordova Alliance, LLC., Defendant El Paso Crane and Rigging Inc. (Attachments: # 1 Exhibit) (dl1) (Entered: 12/03/2014)
12/03/2014	35	MOTION for permission for e-filing by Carlos E. Restrepo, Linda S. Restrepo. (dl1) (Entered: 12/03/2014)
12/04/2014	36	Request for U.S. Marshals Service Expenses in Pauper Case (dl1) (Entered: 12/05/2014)
12/04/2014	37	Process Receipt and Return from Marshal (dl1) (Entered: 12/05/2014)
12/12/2014	38	ORDER denying request to consolidate this case with state proceeding, order for bond in the amount of $10,000.00, order to pay santion, it is further ordered that this case is STAYED until plaintiffs comply with Court's orders. Signed by Judge Kathleen Cardone. (dl1) (Entered: 12/12/2014)
12/15/2014	39	Document #38 sent certified mail to Carlos E. Restrepo (dl1) (Entered: 12/15/2014)
12/15/2014	40	Document #38 sent certified mail to Linda S. Restrepo (dl1) (Entered: 12/15/2014)
12/18/2014	41	Certified Mail Receipt of 38 Order to Carlos E. Restrepo on 12/17/14 (dl1) (Entered: 12/23/2014)
12/18/2014	42	Certified Mail Receipt of 38 Order to Linda S. Restrepo on 12/17/14 (dl1) (Entered: 12/23/2014)
01/21/2015	43	ORDER DISMISSING CASE. Signed by Judge Kathleen Cardone. (mn) (Entered: 01/21/2015)
01/21/2015	44	MOTION for Leave to File Response by Carlos E. Restrepo, Linda S. Restrepo. (Attachments: # 1 Exhibit 1-3, # 2 Proposed Order)(mn) (Entered: 01/22/2015)
01/22/2015	45	Clerk's Copy of 43 Order Dismissing Case sent via certified mail to Carlos Restrepo (mn) (Entered: 01/22/2015)
01/22/2015	46	Clerk's Copy of 43 Order Dismissing Case sent via certified mail to Linda Restrepo (mn) (Entered: 01/22/2015)
01/23/2015	47	ORDER DENYING 44 Motion for Leave to File Response Signed by Judge Kathleen Cardone. (mt) (Entered: 01/23/2015)
01/23/2015	48	FINAL JUDGMENT DISMISSING CASE. Signed by Judge Kathleen Cardone. (mt) (Entered: 01/23/2015)
01/26/2015	49	Clerk's Copy of 47 Order on Motion for Leave to File, 48 Order, sent via certified mail to Carlos Restrepo. (mt) (Entered: 01/26/2015)
01/26/2015	50	Clerk's Copy of 47 Order on Motion for Leave to File, 48 Order sent via

		certified mail to Linda Restrepo. (mt) (Entered: 01/26/2015)
02/09/2015	51	Certified Mail Receipt of 43 Order Dismissing Case recieved from Carlos Restrepo (mn) (Entered: 02/10/2015)
02/09/2015	52	Certified Mail Receipt of 43 Order Dismissing Case received from Linda Restrepo (mn) (Entered: 02/10/2015)
02/20/2015	53	NOTICE of Filing REQUEST FOR FINDINGS AND CONCLUSIONS OF LAW by Carlos E. Restrepo, Linda S. Restrepo (mt) (Entered: 02/20/2015)
02/20/2015	54	Certified Mail Receipt as to Linda S. Restrepo, of 47 Order on Motion for Leave to File, 48 Order (vm1) (Entered: 02/23/2015)
02/20/2015	55	Certified Mail Receipt as to Carlos E. Restrepo of 47 Order on Motion for Leave to File, 48 Order (vm1) (Entered: 02/23/2015)
02/24/2015	56	ORDER DENYING Request for Findings and Conclusions of Law re 53 Notice of Filing filed by Linda S. Restrepo, Carlos E. Restrepo. Signed by Judge Kathleen Cardone. (mt) (Entered: 02/24/2015)
02/26/2015	57	Clerk's Copy sent via certified mail as to Linda S. Restrepo of 56 Order (bg) (Entered: 02/26/2015)
02/26/2015	58	Clerk's Copy sent via certified mail as to Carlos E. Restrepo of 56 Order (bg) (Entered: 02/26/2015)
03/09/2015	59	Certified Mail Receipt as to Linda S. Restrepo of 56 Order (bg) (Entered: 03/10/2015)
03/09/2015	60	Certified Mail Receipt as to Carlos E. Restrepo of 56 Order (bg) (Entered: 03/10/2015)

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Billable Pages:	3	**Cost:**	0.30

DISTRICT
2014 NOV -3 AM 10: 50
EL PASO CO.
BY DEPUTY

IN THE COUNTY COURT AT LAW NUMBER 5
EL PASO COUNTY, TEXAS

ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
Plaintiff,	§	
v.	§	Cause No. 2012-DCV04523
LINDA S. RESTREPO and CARLOS E. RESTREPO D/b/a Collectively RDI Global Services and R&D International,	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF'S MOTION FOR ORDER DETERMINING LINDA S. RESTREPO AND CARLOS E. RESTREPO TO BE VEXATIOUS LITIGANTS

On the 3 day of Nov, 2014, came on to be heard the Motion for Order Determining Linda S. Restrepo and Carlos E. Restrepo to be Vexatious Litigants and Requesting Security Pursuant to Section 11.051 of the Texas Civil Practice and Remedies Code ("Motion") filed by Plaintiff, ALLIANCE RIGGERS & CONSTRUCTORS, LTD. Plaintiff appeared by and through its attorney of record, R. Wayne Pritchard. CARLOS E. RESTREPO and LINDA S. RESTREPO, although duly notified of this hearing, did not appear. Mike Garcia, Bailiff for County Court at Law Number 5, called the names of CARLOS E. RESTREPO and LINDA S. RESTREPO and they did not respond.

The Court is in receipt from CARLOS E. RESTREPO and LINDA S RESTREPO of a document purporting to be a notice of removal to Federal Court, Case Number 14-CV-0408-DCG. Upon receipt of the foregoing document, the Court contacted the U.S. Clerk's Office and was informed that because the application of CARLOS E. RESTREPO and LINDA S. RESTREPO, to proceed as paupers in Federal Court, has not (as of 10:15 a.m., 11/03/2014) been ruled upon yet, the notice of removal has not been filed but only received

'C'

at the U.S. Clerk's Office. Based upon the foregoing the Court proceeded to hear Plaintiff's Motion.

The Court having heard the evidence, arguments of counsel and having reviewed the pleadings filed in this matter, is of the opinion that the Motion should be and the same is hereby GRANTED.

The Court finds that there is no reasonable probability that CARLOS E. RESTREPO and LINDA S. RESTREPO would have prevailed in the third party claims alleged against El Paso Crane & Rigging, Inc., Cordova Alliance, LLC, Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado (Lugo), Terry Stevens, Paul D. Cordova, and Frank H. Cordova in Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo's Original Answer and Counterclaim, Jury Demand, Suit on Sworn Account and Request for Disclosure filed on April 18, 2013. The Court further finds that in the seven (7) years immediately preceding the filing of the Motion, CARLOS E. RESTREPO and LINDA S. RESTREPO have commenced, prosecuted or maintained at least five litigations as a pro se litigant other than in small claims court that have been finally determined against them.

The Court further finds that CARLOS E. RESTREPO and LINDA S. RESTREPO, after litigation has been finally determined against them, repeatedly re-litigated or attempted to re-litigate pro se, the cause of action, claim, controversy or issues of fact or law and that CARLOS E. RESTREPO and LINDA S. RESTREPO have been previously declared to be vexatious litigants.

The Court additionally finds that by amended answer, CARLOS E. RESTREPO and LINDA S. RESTREPO, elected not to pursue and dismissed all claims which have been pending against El Paso Crane & Rigging, Inc., Cordova Alliance, LLC, Phillip Cordova,

Phillip Pruett, Melody Pruett, Nick Delgado (Lugo), Terry Stevens, Paul D. Cordova, and Frank H. Cordova since April 2013. Notwithstanding the foregoing, CARLOS E. RESTREPO and LINDA S. RESTREPO have propounded discovery to the dismissed parties and continue to list them as parties in the style of this case.

IT IS, THEREFORE ORDERED that CARLOS E. RESTREPO and LINDA S. RESTREPO are VEXATIOUS LITIGANTS.

IT IS FURTHER ORDERED that should CARLOS E. RESTREPO and LINDA S. RESTREPO desire to pursue any claims involving the issues which are the subject matter of this case in any court, State or Federal, against El Paso Crane & Rigging, Inc., Cordova Alliance, LLC, Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado (Lugo), Terry Stevens, Paul D. Cordova, and Frank H. Cordova, they must, in addition to obtaining permission from the appropriate local administrative judge as described below, furnish security (cash or corporate surety) for the benefit of such parties, in the amount of $25,000.00, each ($25,000 for CARLOS E. RESTREPO and $25,000 for LINDA S. RESTREPO), within seven (7) days of filing same. The foregoing security is an undertaking by CARLOS E. RESTREPO and LINDA S. RESTREPO to assure payment of reasonable expenses incurred in or in connection with the claims commenced by CARLOS E. RESTREPO and LINDA S. RESTREPO against El Paso Crane & Rigging, Inc., Cordova Alliance, LLC, Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado (Lugo), Terry Stevens, Paul D. Cordova, Frank H. Cordova, including costs and attorney's fees. In the event that CARLOS E. RESTREPO and LINDA S. RESTREPO do not furnish the amount of security ordered above within the time period specified, the court in which such claims are pending, shall dismiss all claims of CARLOS E. RESTREPO and LINDA S.

RESTREPO against El Paso Crane & Rigging, Inc., Cordova Alliance, LLC, Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado (Lugo), Terry Stevens, Paul D. Cordova, Frank H. Cordova, without further notice.

IT IS ADDITIONALLY ORDERED that CARLOS E. RESTREPO and LINDA S. RESTREPO, as VEXATIOUS LITIGANTS, are prohibited from filing, pro se, any new litigation in any court, state or federal, including cases before any appellate court, state or federal, without obtaining permission from the appropriate local administrative judge.

A copy of this Order is to be provided to the Office of Court Administration of the Texas Judicial System within 30 days of the date such order is signed as required pursuant to Section 11.104 of the Texas Civil Practice and Remedies Code.

SIGNED this 3 day of Nov., 2014.

The Honorable Carlos Villa, Presiding Judge
County Court at Law Number 5

FILED
NORMA L. GAVELA
DISTRICT CLERK

2013 APR 18 PM 2:53

EL PASO COUNTY, TEXAS

BY _____ DEPUTY

IN THE COUNTY COURT AT LAW NUMBER 5
EL PASO COUNTY TEXAS

ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Cause No. 2012-DCV04523
	§	
LINDA S. RESTREPO and CARLOS E. RESTREPO D/B/A COLLECTIVELY RDI GLOBAL SERVICES and R&D INTERNATIONAL,	§	Defendants/CounterClaimants
	§	Request Trial By Jury
	§	
	§	
Defendants	§	
	§	
_____	§	
	§	
LINDA S. RESTREPO and CARLOS E. RESTREPO	§	
Defendants/Counterclaimants,	§	
v.	§	
ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
COLLECTIVELY EL PASO CRANE & RIGGING, Inc	§	
and CORDOVA ALLIANCE, LLC.	§	
Phillip Cordova, individually, jointly and severally and as	§	
the registered agent for Alliance Riggers &	§	
Constructors, LTD., and Cordova Alliance, LLC and	§	
El Paso Crane & Rigging, Inc.	§	
Phillip Pruett, individually, jointly and severally	§	
Melody Pruett, individually, jointly and severally	§	
Nick Delgado, individually, jointly and and severally	§	
Terry Stevens, individually, jointly and severally	§	
Paul D. Cordova, individually, jointly and severally	§	
Frank H. Cordova, individually, jointly and severally	§	
and as the registered agent for El Paso Crane &	§	
Rigging, Inc.	§	
Counter Defendants	§	

DEFENDANTS/COUNTERCLAIMANTS LINDA RESTREPO AND CARLOS RESTREPO'S ORIGINAL ANSWER AND COUNTERCLAIM, JURY DEMAND, SUIT ON SWORN ACCOUNT AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE:

'D'

COME NOW Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo and file this their Original Answer and Counterclaim and for causes of actions shows the Court as follows:

PLAINTIFF/COUNTERDEFENDANTS ABANDONED THEIR TRADEMARK APPLICATION

A. Defendants/Counterclaimants request that the Court dismiss with prejudice Plaintiff/ CounterDefendants Alliance Riggers & Constructors, LTD., Original Petition based on the fact that the United States Patent and Trademark Commission on April 15, 2013 ruled that as of March 19, 2013 Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., Trademark application has been abandoned and there is no longer a factual dispute and there is no longer a claim for the court to decide. A case is moot when a determination is sought on a matter which, when rendered, cannot have any practical effect on the existing controversy. The Plaintiff/CounterDefendants Petition is moot on its face in that it no longer presents a justiciable controversy because issues involved have become academic or dead. *Sigma Chi Fraternity v. Regents of University of Colo.*, 258 F.Supp. 515, 523. Because the trademark application of Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. has been abandoned, there is no longer any matter in dispute as the matter has already been resolved and they are no longer entitled to judicial intervention.

B. Plaintiff/CounterDefendants entire Petition is based on fraud and premised on a house of cards. Plaintiff/CounterDefendants first base their suit on a bogus claim for Trademark Infringement of a trademark they never had. Plaintiff/CounterDefendants proceed to claim breach of contract based on the bogus Trademark and violations of the DTPA based on the same bogus fraudulent trademark. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. is not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code.

C. Defendants/Counterclaimants move this Court to dismiss with prejudice Plaintiff/CounterDefendants cause of action based on the grounds that it has no basis in law or fact and Plaintiff/CounterDefendants Complaint fails to state a plausible claim to relief and should be dismissed. A true and correct copy of the USPTO's April 15, 2013 trademark abandonment determination is attached hereto as Exhibit "A".

D. Plaintiff/CounterDefendants knew that their claim was groundless, lacked any probable cause, any truth and/or legal basis for their fraudulent, malicious and frivolous litigation against the Defendants/

Counterclaimants Linda S. Restrepo and Carlos E. Restrepo's yet they continued to abuse the legal process for ulterior motives beyond the jurisdiction of this Court.

E. The Plaintiff/CounterDefendants apparently were cognizant of the fact that spending thousands and thousands of dollars in legal fee expenses responding to and/or appealing the United States Patent and Trademark Office's Official Determination would not have changed the facts as outlined in the USPTO's Final Action, and as such on April 15, 2013 the United States Patent and Trademark Office "officially" declared and rendered the service mark and Trademark Application of Alliance Riggers & Constructors as "ABANDONED". A true and correct copy of which is attached hereto as Exhibit "A".

F. The Federal Trademark Office has officially declared the Plaintiff/CounterDefendants Trademark application "ABANDONED" as such any trademark claimed by the Plaintiff/CounterDefendants is a moot point and the County court has no jurisdiction to review the matter.

G. After accepting and benefitting from the Defendants/CounterClaimants work Plaintiff/ CounterDefendants decided to abuse the legal process and file a Petition which was cheaper than paying the amounts of money owed to the the Defendants/CounterClaimants. A true and correct copy of "one" of the Plaintiff/CounterDefendants several e-mails praising the professionalism, quality work and product of the Defendants/CounterClaimants Linda Restrepo and Carlos Restrepo is attached hereto as Exhibit "B".

ALLIANCE RIGGERS & CONSTRUCTORS, LTD., IS NOT ENTITLED TO MAKE A CLAIM UNDER THE DTPA

H. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. is not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code.

LACK OF JURISDICTION

I. Defendants/Counterclaimants deny that this Court has Jurisdiction and object on the record to this Court proceeding without jurisdiction. Defendants/Counterclaimants preserve their objection for appeal.

J. Plaintiff/CounterDefendants have not established that the trial court has jurisdiction. The Plaintiff/ CounterDefendants claim "damages in excess of the minimum jurisdiction limits of this Court" in both

their Section III Trademark Infringement and Section IV Breach of Contract claims that affirmatively negates this court's jurisdiction.

K. The United States Patent and Trademark Office has ruled about Plaintiffs alleged "trademark name" and because the Plaintiff did not appeal that decision it is a moot point and the County Court has no jurisdiction to review the matter.

L. Dual jurisdiction between State and Federal Courts defers to the Federal Courts. The issue raised in the Plaintiff/CounterDefendants is moot as the United States Patent and Trademark Office has already ruled that the Plaintiff/CounterDefendants must disclaim the usage of the alleged name and trademark. The United States Patent and Trademark Office has addressed this issue and due to the fact that they have ruled the Plaintiff/CounterDefendants "cannot" use the trade name, then the trade name is not relevant.

M. The Plaintiff/CounterDefendants Petition is premised on "Internet usage". The Internet goes beyond state borders and would be beyond the jurisdiction of this Court. The Court has no jurisdiction over issues which relate to diverse citizenship.

N. The Plaintiff/CounterDefendants Petition relates to an alleged "domain name". As of September 29, 2006, ICANN signed a new agreement with the United States Department of Commerce (DOC) that moves the private organization towards full management of the Internet system of centrally coordinated identifiers through the Multistakeholder Model of consultation that ICANN represents. Domain name registration goes beyond state borders and is beyond the jurisdiction of this Court. By mandate of the United States Department of Commerce any domain name disputes are to be determined by ICANN therefore the County Court has no jurisdiction to review the matter. The Court has no jurisdiction over issues which relate to diverse citizenship.

O. Plaintiff/CounterDefendants fraudulent attempts to argue conflicting arguments is weak at best; the Plaintiff/CounterDefendants have to establish common usage in the general area and they are arguing "Internet usage". The Internet goes beyond state borders and would be beyond the jurisdiction of this Court. The Court has no jurisdiction over issues which relate to diverse citizenship.

P. Any "domain name" registration is dictated by a Universal Terms of Service Agreement entered into by and between GoDaddy.com, LLC, a Delaware limited liability company ("Go Daddy") and purchaser of the domain name. The Internet goes beyond state borders and would be beyond the jurisdiction of this Court. The Court has no jurisdiction over issues which relate to diverse citizenship.

Q. Prior to filing their Petition, Plaintiff/CounterDefendants invoked and placed themselves under Federal Jurisdiction by filing a Trademark Application on May 18, 2012 which was rejected on September 14, 2012. The County Court has no jurisdiction to review the matter.

R. The Plaintiff/CounterDefendants have no right to any common law name in that Plaintiff has forgone any alleged right through acquiescence.

DISCOVERY LEVEL

I.

1. Defendants/Counterclaimants object to Discovery being conducted in accordance with a Level 2 Discovery Plan under Rule 190.3 because the Defendants/Counterclaimants Rights to Due Process dictate that Discovery is more appropriate governed by a Level 3 Discovery Plan under Rule 190.4; Defendants/Counterclaimants hereby request an order that discovery be conducted in accordance with the provisions of Rule 190.4.

PARTIES

II.

2. Defendants/Counterclaimants avers that Plaintiff/CounterDefendants is not a limited Partnership but that the LTD is really just a sham and that the owners are personally operating the business as if the corporation or LTD didn't exist for illicit purposes. As such the owners, shareholders, or members of a corporation or LTD are to be held individually, jointly and severally liable for corporate or LTD's wrongful or fraudulent actions. The Corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations and to circumvent statutory obligations.

3. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants have properly served Carlos E. Restrepo at his principal place of residence located at 804 Pintada Place, El Paso, Texas 79912.

4. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants have properly served Linda S. Restrepo at his principal place of residence located at 804 Pintada Place, El Paso, Texas 79912. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants have properly served Linda S. Restrepo in that service was never made upon her as required under Texas Rules of Civil Procedure, Rule 15, Writs and Procedures, and Rule 106, Method of Services.

AFFIRMATIVE DEFENSES

Each and every Affirmative Defense claimed by the Defendants/Counterclaimants is in response to each and every Cause of Action claimed by the Plaintiff/CounterDefendants in their Petition. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth therein. These affirmative defenses may be specifically interposed for the purpose of clarity in response to a particular Cause of Action claimed by the Plaintiff/CounterDefendants. However, the failure to specifically incorporate any affirmative defense should not be construed as a waiver of the Defendants/ Counterclaimants Affirmative Defenses. Defendants/Counterclaimants do not waive any Affirmative Defenses and reserve the right to supplement.

Affirmative Defense 1 - Failure to State A Claim.

Plaintiff/CounterDefendants has failed to state claims upon which relief can be granted. It has long been the rule in Texas that Plaintiff/CounterDefendants bear the burden of pleading and proving how they were injured and by whom. In the instant case Plaintiffs/CounterDefendants have simply filed abstract fraudulent allegations and demanded that the Defendants/Counterclaimants prove otherwise.

Affirmative Defense 2 - Collateral Estoppel.

Defendants/Counterclaimants plead the affirmative defense of collateral estoppel. The Plaintiff/ CounterDefendants Claim of Trademark has been "fully and fairly ruled upon" by the United States Patent and Trademark Office.

Affirmative Defense 3 - Duress.

Defendants/Counterclaimants plead the affirmative defense of duress in that Plaintiff/ CounterDefendants Petition is based on a malicious attempt to cause them economic duress and to damage their ability to earn a living and intentionally harm their business.

Affirmative Defense 4 - Equitable Estoppel.

Defendants/Counterclaimants plead the affirmative defense of Equitable Estoppel. The Plaintiff/ CounterDefendants have made false representations and concealed material facts in their Petition.

Affirmative Defense 5 - Failure of Consideration.

Defendants/Counterclaimants plead the affirmative defense of Failure of Consideration. The Plaintiff/CounterDefendants failed to reach their promised performance to pay the Defendants/ Counterclaimants money owed to the Defendants/Counterclaimants for work performed.

Affirmative Defense 6 - Failure to Mitigate Damages.

Defendants/Counterclaimants plead the affirmative defense of Failure to Mitigate Damages. The Plaintiff/CounterDefendants made no efforts to mitigate any amount and/or the total amount of any damages they stated in their Petition.

Affirmative Defense 7 - Failure to Satisfy a Condition Precedent.

Defendants/Counterclaimants plead the affirmative defense of Failure to Satisfy a Condition Precedent. The Plaintiff/CounterDefendants failed to satisfy a condition precedent.

Affirmative Defense 8 - Illegality.

Defendants/Counterclaimants plead the affirmative defense of illegality in that the Plaintiff/ CounterDefendants alleged Contract is illegal and violates public policy.

Affirmative Defense 9 - Judicial Estoppel.

Defendants/Counterclaimants plead the affirmative defense of Judicial Estoppel. The Plaintiff/ CounterDefendants have portrayed intentional-contradictions of their Petition in former proceedings. The primary purpose of Judicial Estoppel is to safeguard the integrity of the judiciary from Plaintiff/ CounterDefendants abuses.

Affirmative Defense 10 - Laches.

Defendants/Counterclaimants plead the affirmative defense of Latches. The Plaintiff/ CounterDefendants Claim is barred by laches in that Plaintiff/CounterDefendants have unreasonably delayed in claiming any legal or equitable right they might have had and such delay on the part of the Plaintiff/CounterDefendants is to the detriment of the Defendants/Counterclaimants.

Affirmative Defense 11 - Novation.

The Defendants/Counterclaimants claim the affirmative defense of novation in that the Plaintiff/ CounterDefendants accepted and benefitted from the work performed by the Defendants/ Counterclaimants.

Affirmative Defense 12 - Proportionate Responsibility.

Defendants/Counterclaimants plead the affirmative defense of Proportionate Responsibility. The alleged damages of the Plaintiff/CounterDefendants were caused by the Plaintiff/CounterDefendants and third parties who have contributed to alleged damages claimed by the Plaintiff/CounterDefendants.

Affirmative Defense 13 - Quasi-Estoppel

The Defendants/Counterclaimants plead the affirmative defense of quasi-estoppel in that the Plaintiffs/CounterDefendants Petition is premised on a position inconsistent with one to which Plaintiff/ CounterDefendants have previously acquiesced and have accepted a benefit.

Affirmative Defense 14 - Ratification.

The Defendants/Counterclaimants plead the affirmative defense of ratification in that the Plaintiff/ CounterDefendants approved by act, word or conduct and benefitted from all actions of the Defendants/ Counterclaimants.

Affirmative Defense 15 - Statute of Fraud.

Defendants/Counterclaimants plead the affirmative defense of Statute of Frauds. The PlaintiffCounterDefendants Petition is premised on fraud.

Affirmative Defense 16 - Waiver.

Defendants/Counterclaimants plead the affirmative defense of Waiver. The Plaintiff/ CounterDefendants have waived any alleged claims in that their conduct was inconsistent with claiming any such claim.

TRADEMARK INFRINGEMENT/UNFAIR COMPETITION

III

Pursuant to the provisions of Rule 92 of the Texas Rules of Civil Procedures, Defendants/ Counterclaimants deny all the allegations in Plaintiff/CounterDefendants Original Petition.

5. The Plaintiff/CounterDefendants Petition is without merit; there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants are the owners of a well known common law trademark, Alliance Riggers & Constructors (Plaintiffs Petition Part III. (5). The Federal United State Patent & Trademark Office has ruled that Plaintiff/CounterDefendants do not own a trademark Alliance Riggers & Constructors and must

disclaim the descriptive wording "RIGGERS & CONSTRUCTORS". Further, the United State Patent & Trademark Office has ruled that the name "ALLIANCE" as a trademark has already been registered by another out of state company. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants are the owners of a well known common law trademark Alliance Riggers & Constructors (Plaintiff/CounterDefendants Petition Part III. (5)}. Plaintiff/CounterDefendants have not registered a mark in the State of Texas Tex. Bus. & Com. Code., and such name is not well known. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

6. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny this allegation (Plaintiff/CounterDefendants Petition Part III. (6)} in that Defendants/ Counterclaimants are not required to obtain permission to purchase any item generally for sale on the open market Internet. Defendants/Counterclaimants had authorization to utilize the Plaintiff/ CounterDefendants alleged name in accordance with a valid contract for the stated purpose. Plaintiff/ CounterDefendants have failed to state what webpage was launched, where the alleged webpage was launched to, when the alleged webpage was launched, and what trademark was allegedly utilized and has therefore failed to state a valid claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

7. The Plaintiff/CounterDefendants Petition is fraudulent, without merit there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants

deny this allegation (Plaintiff/CounterDefendants Petition Part III. (7)}. Defendants/Counterclaimants had permission from Plaintiff/CounterDefendants to use Plaintiff/CounterDefendants name in accordance with a valid contract for the stated purpose. Defendants/Counterclaimants had permission and the authority under applicable Texas Laws to take the actions that were taken. Plaintiff/CounterDefendants have failed to state what trademark infringement and what unfair competition were undertaken and has failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

8. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny this allegation (Plaintiff/CounterDefendants Petition Part III. (8)}. Defendants/Counterclaimants acting in accordance with said contract have not violated any alleged trademark with Plaintiff/ CounterDefendants failing to state a claim as to damages and minimal jurisdictional limits of the court. Plaintiff/CounterDefendants have failed to state what or how the minimal jurisdictional limits of the Court have been met. The Plaintiff/CounterDefendants have clearly stated (Plaintiffs Petition Part III. (8)} that their claims were for "damages in excess of the minimum jurisdiction limits of this Court" claims <u>that affirmatively negates this court's jurisdiction.</u> Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

BREACH OF CONTRACT

IV.

Pursuant to the provisions of Rule 92 of the Texas Rules of Civil Procedures, Defendants/ Counterclaimants deny all the allegations in Plaintiff/CounterDefendants Original Petition.

9. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants

deny the allegation. Plaintiff/CounterDefendants acknowledges a valid contract between the parties for the design of a webpage for Plaintiff/CounterDefendants. Defendants/Counterclaimants complied with the terms and conditions of the contract with Plaintiff/CounterDefendants refusing to pay Defendants/ Counterclaimants for services rendered resulting in unjust enrichment and breach of contract on the part of Plaintiff/CounterDefendants. Plaintiff/CounterDefendants have benefitted from Defendants/ Counterclaimants compliance with the contract and Defendants/Counterclaimants have suffered damages in excess of the minimum jurisdiction requirements of the Court. Plaintiff/CounterDefendants have failed to state what the alleged design that was allegedly agreed upon was and has therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

DECLARATORY JUDGMENT REQUEST

V.

10. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny the Request for Declaratory Judgment. Defendants/Counterclaimants acknowledge that Plaintiff/ CounterDefendants have breached the contract between the parties. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants (Exhibit "A") shown in their Original Petition had anything to do with the alleged webpage subject of Plaintiff/CounterDefendants Petition but was presented by the Plaintiff / CounterDefendants as a subterfuge to mitigate damages Plaintiff/CounterDefendants owes to Defendants/ Counterclaimants. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

11. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants refutes that Plaintiff/CounterDefendants have not breached the contract between the parties and avers that

Plaintiff/CounterDefendants actions represent a frivolous lawsuit against Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

12. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo deny that Section 37.001 et.seq., of the Texas Declaratory Judgment Act is applicable in this case as the Plaintiff/CounterDefendants have failed to state a claim. Defendants/ Counterclaimants further avers that Plaintiff/CounterDefendants have breached their contract with Defendants/Counterclaimants by failing to pay for services rendered. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/ Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

13. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny that Plaintiff/CounterDefendants are entitled to relief in accordance with Section 37.009 of the Texas Declaratory Judgment Act because Plaintiff/CounterDefendants lawsuit is fraudulent, frivolous, and without merit. Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo are entitled to damages. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

VI.

The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., are not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers &

Constructors, LTD., and affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code.

14. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo deny that they are in violation of the Texas Deceptive Trade Practices Act. Defendants/Counterclaimants have not engaged in false, misleading, or deceptive acts or practices in the conduct of trade or commerce and are not in violation of consumer protection Sections 17.46(b)(5); 17.46(b)(7); 17.46(b)(12); 17.46(b)(24); 17.50(a)(3); 17:47, 17.58, 17.60 or 17.61 of the code. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiffs Petition as if fully set forth herein.

A. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., are not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code. Defendants/Counterclaimants deny that they are in violation of Section 17.46(b)(5) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants deny that their represented services had characteristics, uses or benefits which they did not and demand strict proof of Plaintiff/CounterDefendants false and misleading allegations. Plaintiff/CounterDefendants have failed to state what the alleged characteristics, uses or benefits the alleged webpage did not have and has therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

B. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. are not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and its affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code. Defendants/Counterclaimants deny that they are in violation of Section 17.46(b)(7) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants deny that their represented services were of a particular standard, quality or grade when they were of another and demand strict proof of Plaintiff/ CounterDefendants false and misleading allegations. Plaintiffs/CounterDefendants have failed to state what particular standard, quality or grade the alleged services were and therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

C. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. are not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and is affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code. Defendants/Counterclaimants deny that they are in violation of Section 17.46(b)(12) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants deny that their represented an agreement conferred or involved rights, remedies or obligations and demand strict proof of Plaintiff/CounterDefendants false and misleading allegations. Plaintiff/CounterDefendants have failed to state what agreement conferred or involved what specific rights, remedies or obligations which it did not have and therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference

into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

D. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. are not entitled to file a claim under the Texas DTPA based on the fact that Plaintiff Alliance Riggers & Constructors, LTD., and its affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code. Defendants/Counterclaimants deny that they are in violation of Section 17.46(b)(24) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/ Counterclaimants deny that they failed to disclose any information concerning services and demand strict proof of Plaintiff/CounterDefendants false claim and allegations. Plaintiff/ CounterDefendants have failed to state what information was allegedly not disclosed and what information was allegedly known by whom at the time of what transaction and have therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

E. The Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD. are not authorized to file a claim under the Texas DTPA based on the fact that Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., and its affiliates have total assets of $25 million or more or that it is owned or controlled by a corporation or entity with total assets of $25 million or more. Citing 17.41 of the Texas Business and Commerce Code. Defendants/Counterclaimants deny that they are in violation of Section 17.50(a)(3) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants deny that they engaged in any unconscionable actions or course of actions and demand strict proof of Plaintiff/CounterDefendants false and misleading allegations. Plaintiff/CounterDefendants have failed to state what unconscionable actions; Plaintiff/ CounterDefendants have failed to define what unconscionable course of actions were in alleged

violation of Section 17.50(a)(3) of the TDTPA and have therefore failed to state a claim. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

15. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny that they are in violation of Section 17.50(a) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo deny that their request for payment for services rendered in accordance with the contract with Plaintiff/CounterDefendants entitled Plaintiff/CounterDefendants to remedy under the referenced provision. Instead it entitles Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo to remedy in accordance with the contract which has been complied with in full by the Defendants/Counterclaimants. Defendants/ Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

16. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny that they are in violation of Section 17.50(b)(1) of the Texas Deceptive Trade Practices Act ("TDTPA"). Defendants/Counterclaimants Linda Restrepo and Carlos Restrepo deny that their request for payment for services rendered is in violation of Section 17.50(b)(1) of the Texas Deceptive Trade Practices Act. Defendants/Counterclaimants invoke affirmative Defenses 1-16. These affirmative defenses claimed by the Defendants/Counterclaimants are incorporated by reference into each specific Cause of Action claimed by the Plaintiff/CounterDefendants Petition as if fully set forth herein.

Defendants/Counterclaimants reserve the right to amend and supplement this Answer and Counterclaim as needed at a later date.

ATTORNEYS' FEES

VII.

17. The Plaintiffs Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based. Defendants/Counterclaimants deny that Plaintiff/ CounterDefendants are entitled to recover any attorney fees for Plaintiff/CounterDefendants filing of this frivolous lawsuit under Sections 37.009 and 38.001 et seq. of the Texas Civil Practices and Remedies Code as well as under the Texas Deceptive Trade Practices Act.

18. Defendants reserve the right to amend and supplement this Answer and Counterclaim as needed at a later date.

WHEREFORE, Defendants/Counterclaimants prays the Court to deny any and all claims by Plaintiff/CounterDefendants, to dismiss with prejudice Plaintiff/CounterDefendants action as fraudulent, frivolous, without merit for failing to state a claim, based on the fact that such claim is moot and for legal harassment. Defendants/Counterclaimants request that the Court dismiss with prejudice Plaintiff/ CounterDefendants Alliance Riggers & Constructors, LTD. Petition based on the fact that the United States Patent and Trademark Commission on April 15, 2013 ruled that on March 19, 2013 that Plaintiff's Alliance Riggers & Constructors, LTD. Trademark application has been abandoned; then there is no longer a factual dispute and there is no longer a claim for the court to decide. Defendants/ Counterclaimants pray that on hearing of this matter the Court enter judgment in favor of Defendants/ Counterclaimants, that Plaintiff/CounterDefendants take nothing by its suit, that Defendants/ Counterclaimants recover their costs of court, comparative attorneys fees, exemplary and punitive damages, and that Defendants/Counterclaimants have such other and further relief in equity and in law to which they may show themselves entitled.

Dated this 18th. day of April 2013.

Respectfully Submitted,

Carlos E. Restrepo, Pro Se
P.O. Box 12066
El Paso, Texas 79912

Linda S. Restrepo, Pro Se
P.O. Box 12066
El Paso, Texas 79912

COUNTERCLAIM, JURY DEMAND, SUIT ON SWORN ACCOUNT AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE:

COME NOW Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo and file this their Original Answer and Counterclaim, Jury Demand, Suit on Sworn Account and Request for Disclosure and for causes of actions shows the Court as follows:

Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo incorporate herein by reference, each and every allegation, answer, affirmative defense and denial contained in each of the paragraphs above. These affirmative defenses, answers, denials may be specifically interposed for the purpose of clarity in response to a particular Cause of Action claimed by the Plaintiff/CounterDefendants. However, the failure to specifically incorporate any affirmative defense should not be construed as a waiver of the Defendants/Counterclaimants Affirmative Defenses. Defendants/Counterclaimants do not waive any Affirmative Defenses and reserve the right to supplement.

DISCOVERY LEVEL
I.

1. Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo request an order that discovery be conducted in accordance with the provisions of Rule 190.4. Level 3 Discovery Plan.

PARTIES
II.

2. Defendant/Counterclaimant Linda S. Restrepo is an individual whose principal address is P.O. Box 12066, El Paso, Texas 79912.
3. Defendant/Counterclaimant Carlos E. Restrepo is an individual whose principal address is P.O. Box 12066, El Paso, Texas 79912.
4. Alliance Riggers & Constructors, LTD., is an alleged limited partnership having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agent is Phillip Cordova. The known names and addresses of all general partners of the limited partnership are Cordova Alliance, LLC. , Frank Cordova, Roberta Cordova, Phillip Cordova. Defendants/Counterclaimants avers that Plaintiff /Counter-Defendant Alliance Riggers & Constructors, LTD is not an LTD but is really just a sham and that the owners are personally operating the business as if the Limited Liability (LTD)

didn't exist. As such the owners, shareholders, or members of a corporation are to be held personally liable for corporate wrongful or fraudulent actions. The Corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations and to circumvent statutory obligations.

5. Phillip Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907. Phillip Cordova is the registered agent for Alliance Riggers & Constructors, LTD.; Cordova Alliance, L.L.C.; and El Paso Crane & Rigging, Inc. Phillip Cordova is listed by the Texas Secretary of State as the Vice President and Director of El Paso Crane & Rigging, Inc.
6. Phillip Pruett is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.
7. Melody Pruett is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.
8. Nick Delgado is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.
9. Terry Stevens is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.
10. Roberta Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907. Roberta Cordova is listed by the Texas Secretary of State as the Secretary, Director and Treasurer of El Paso Crane & Rigging, Inc.
11. Paul D. Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907. Articles of Organization of Cordova Alliance, LLC list Paul Cordova as a manager of Cordova Alliance, LLC.
12. Frank H. Cordova is being sued herein individually , jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907. Frank H. Cordova is listed by the Texas Secretary of State as the President and Director of El Paso Crane & Rigging, Inc.
13. El Paso Crane & Rigging, Inc. is an alleged Domestic For-Profit Corporation having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agents are Frank Cordova, President, Director; Roberta Cordova, Secretary, Treasurer and Director; and Phillip Cordova, Vice President, Director. Defendants/Counterclaimants avers that Plaintiff/Counter-Defendant El Paso Crane & Rigging, Inc. is not a Corporation but is really just a sham and that the owners are individually operating the business as if the corporation didn't exist. As such the owners, shareholders, or members of a corporation are to be held individually liable for corporate wrongful or

fraudulent actions. The Corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations and to circumvent statutory obligations.

14. Cordova Alliance, LLC is an alleged Limited Liability Company having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agent is Phillip Cordova and Cordova Alliance, LLC is named as a general partner of Alliance Riggers & Constructors, LTD in Certificate of Limited Partnership records filed with the Texas Secretary of State. Defendants/Counterclaimants avers that Counter-Defendant Cordova Alliance, LLC is not an LLC but is really just a sham and that the owners are individually operating the business as if the Limited Liability (LLC) didn't exist. As such the owners, shareholders, or members of a corporation are to be held individually liable for corporate wrongful or fraudulent actions. The Corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations and to circumvent statutory obligations.

JURISDICTION AND VENUE

III

This Court has jurisdiction over CounterDefendants Cordova Alliance, LLC; El Paso Crane & Rigging, Inc.; Alliance Riggers & Constructors, LTD.; Phillip Cordova; Phillip Pruett; Melody Pruett; Nick Delgado; Terry Stevens; Roberta Cordova; Paul D. Cordova and Frank H. Cordova because CounterDefendants are either residents of Texas or have done business in Texas and have continuing systematic contacts with Texas.

SERVICE

IV

Service of process may be obtained upon the CounterDefendants and their affiliated corporations by delivery of the citations upon:

15. Alliance Riggers & Constructors, LTD., having its principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served by serving its registered agent, Phillip Cordova, at 1200 Kastrin, El Paso, Texas 79907 or at any other place where they may be.

16. Phillip Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where he may be.

17. Phillip Pruett is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where he may be.

18. Melody Pruett is being sued herein individually, jointly and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where she may be.

19. Nick Delgado is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where he may be.

20. Terry Stevens is being sued herein individually, jointly and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where she may be.

21. Roberta Cordova is being sued herein individually, jointly and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907 who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where she may be.

22. Paul D. Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907 who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where he may be.

23. Frank H. Cordova is being sued herein individually, jointly and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907 who may be served at 1200 Kastrin, El Paso, Texas 79907 or at any other place where he may be.

24. El Paso Crane & Rigging, Inc. is a Domestic For-Profit Corporation having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agents are Frank Cordova, President, Director; and Phillip Cordova, Vice President, Director who may be served at 1200 Kastrin, El Paso, Texas 79907 and who may be served by serving its registered agent, Phillip Cordova or Frank Cordova at 1200 Kastrin, El Paso, Texas 79907 or at any other place where they may be.

25. Cordova Alliance, LLC is an alleged Limited Liability Company having its principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served by serving its registered agent, Phillip Cordova at 1200 Kastrin, El Paso, Texas 7990 or at any other place where he may be.

AGENCY AND CORPORATE VEIL/ALTER-EGO

V

26. At all times material hereto each Plaintiff/CounterDefendants were acting by and through its actual, apparent, ostensible, or by estoppel agents and/or employees.

27. Defendants/Counterclaimants moves the Court pierce the Cordova Alliance, LLC, El Paso Crane & Rigging, Inc, and Alliance Riggers & Constructors, LTD. corporate veils and impose liability upon all CounterDefendants for the activities of Cordova Alliance, LLC, El Paso Crane & Rigging, Inc., Alliance

Riggers & Constructors, LTD. alleged herein. Recognizing the corporate existence of Cordova Alliance, LLC, El Paso Crane & Rigging, Inc., Alliance Riggers & Constructors, LTD. separate from their shareholders, employees and/or silent partners would cause an inequitable result or injustice, or would be a cloak for fraud or illegality. Cordova Alliance, LLC, El Paso Crane & Rigging,Inc, Alliance Riggers & Constructors, LTD. were undercapitalized in light of the nature of their alleged business and the funds are co-mingled. The corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations, to perpetrate monopoly and unlawfully gain monopolistic control, and to circumvent statutory obligations.

28. The Court should disregard the alleged corporate entity of Cordova Alliance, LLC, El Paso Crane & Rigging, Inc., Alliance Riggers & Constructors, LTD. and hold Plaintiff/CounterDefendants individually, jointly and severally liable for damages for fraud and other claims discussed infra because Plaintiff/ CounterDefendants abused the organizational structure of Cordova Alliance, LLC, El Paso Crane & Rigging, Inc., Alliance Riggers & Constructors, LTD. in order to defraud Defendants/Counterclaimants as alleged as well as El Paso County Contracting Officials.

29. El Paso Crane & Rigging, Inc. is an alleged Domestic For-Profit Corporation having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agents are Frank Cordova, President, Director; Roberta Cordova, Secretary, Treasurer and Director; and Phillip Cordova, Vice President, Director. Defendants/Counterclaimants avers that CounterDefendant El Paso Crane & Rigging, Inc. is not a Corporation but is really just a sham and that the owners are personally operating the business as if the corporation didn't exist. As such the owners, shareholders, or members of a corporation are to be held, jointly, individually and severally liable for corporate wrongful or fraudulent actions. The Corporate fiction is being used to justify wrongs, as a means of perpetrating fraud, as a mere tool or business conduit for others, as a means of evading existing legal obligations and to circumvent statutory obligations.

(a) Cordova Alliance, LLC is an alleged Limited Liability Company having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agent is Phillip Cordova.

(b) El Paso Crane & Rigging, Inc. is an alleged Domestic For-Profit Corporation having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agents are Frank Cordova, President, Director; Roberta Cordova, Secretary, Treasurer and Director; and Phillip Cordova, Vice President, Director.

(c) Alliance Riggers & Constructors, LTD., is an alleged limited partnership having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agent is Phillip Cordova.

30. At all times relevant hereto, Phillip Cordova, Paul Cordova and Frank Cordova are responsible for, and directed day-today operations of Cordova Alliance, LLC., El Paso Crane & Rigging, Inc. and Alliance Riggers & Constructors, LTD. As such, Phillip Cordova, Frank Cordova, Cordova Alliance, LLC., El Paso Crane & Rigging, Inc. and Alliance Riggers & Constructors, LTD's actions are indistinguishable for purposes of this complaint.

31. Cordova Alliance, LLC., El Paso Crane & Rigging, Inc. and Alliance Riggers & Constructors, LTD. are a mere facade for Phillip Cordova, Paul Cordova and Frank Cordova.

32. Phillip Cordova, Paul Cordova and Frank Cordova's control over Cordova Alliance, LLC., El Paso Crane & Rigging, Inc. and Alliance Riggers & Constructors, LTD. directly and proximately caused injury to Defendants/Counterclaimants in an amount to be determined at trial.

33. As a result of Phillip Cordova, Paul Cordova and Frank Cordova's control aforesaid, Defendants/ Counterclaimants have suffered pecuniary harm and request that Phillip Cordova, Paul Cordova Frank Cordova, Cordova Alliance, LLC., El Paso Crane & Rigging, Inc. and Alliance Riggers & Constructors, LTD. be individually, jointly and severally liable to Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo for the entirety of its damages in an amount to be determined at trial.

INTRODUCTION
VI

Plaintiff/CounterDefendants Petition is nothing more than a shakedown and extortion attempt. Plaintiff/CounterDefendants have instigated fraudulent, unjustifiable and unreasonable litigation against the Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo. Plaintiff/ CounterDefendants brought their Petition to harm the Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo or another improper motive based on fraud, an apparent desire by the Plaintiff/ CounterDefendants to intimidate or punish the Defendants/Counterclaimants, and/or dislike of or animosity toward the Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo. The Plaintiff/CounterDefendants have merely sought to create undue financial burden on and harass the

Defendants/Counterclaimants and is "gambling" on fraud and an unfounded claims for a potential award to unjustly enrich themselves.

Plaintiff/CounterDefendants filed the lawsuit based on Malicious prosecution and the Defendants/ Counterclaimants ask that the Courts hold the Plaintiff/CounterDefendants individually, jointly and severally accountable for their illegal actions.

The basic principle of a "trademark infringement" claim is that "there has to be a valid trademark" Plaintiff/CounterDefendants have made fraudulent allegations of Trademark Infringement when the United States Patent and Trademark Office (USPTO) has refused the Plaintiff/CounterDefendants Trademark Application and requiring that Plaintiff/CounterDefendants "must disclaim" the descriptive wording "riggers & constructors". Further, the Texas Secretary of State has verified that the Plaintiff/ CounterDefendants have never applied for a Trademark in the State of Texas. The Plaintiff/ CounterDefendants continue to fraudulently and in bad faith attempt to utilize this Courts inherent powers for illicit means, to hijack the Defendants/Counterclaimants domain name, steal intellectual property rights, copyright, to coerce free work and services from the Defendants/Counterclaimants and to evade existing legal obligations.

Trademark Infringement lawsuits appear to be the new American Scam, stock market fraud and pyramid scheme rolled all in one. Lawyers short on clients must seek new and inventive litigation claims in order to rake in the cash. Trademark infringement litigation appears to have become the new "wild west". Courts and Judges of law and equity have gone against what has been termed "Patent Troll Lawyers"; in EON-NET LP v. Flagstar Bancorp, the U.S. Court of Appeals for the Federal Circuit went against a patent troll, smacking the Lawyer with fairly large Rule 11 sanctions for filing a bogus lawsuit, where the intent appeared to only be get a company to pay up based on the Courts determination that the Patent Troll Lawyer utilized "baseless litigation in bad faith".

As in EON-NET LP v. Flagstar Bancorp, Troll Lawyers capitalize on:

(1) the average Courts lack of knowledge and expertise in trademark law.

(2) exploiting the high costs they charge their clients to defend so called "complex" litigation and

(3) the potential ability to extract a nuisance value settlement from the Defendant.

According to TraverseLegal, May 11, 2011 Trademark infringement lawsuits often cost between $250,000 and $750,000 to prosecute all the way through trial so winning a trademark infringement case for his clients often becomes irrelevant and/or unnecessary for a trademark troll to become wealthy.

United States District Judge John A. Gibney, Jr., sitting in Richmond, Virginia thought so little of the well-publicized shakedown tactics of the new wave of "copyright troll" lawyers--in this case practiced by Richmond Lawyer Wayne O'Bryan--that the Judge took it upon himself (without any Defendant asking for it) to issue a show-cause order against the lawyer demanding that he explain why his conduct should not be punished with Rule 11 sanctions.

United States District Judge John A. Gibney's ruling is utilized to demonstrate the existence of said "tactics" and to present the similarity of the claims in this instant case. Judge Gibney wrote, "The Plaintiffs have used the offices of the Court as a means to gain the defendants' personal information and coerce payment from them".

Similarly, the Plaintiff/CounterDefendants in this case have attempted to improperly utilize the powers of this Court as means to gain Defendants/CounterClaimants Linda S. Restrepo, Carlos E. Restrepo intellectual property and copyrighted materials as documented in their Discovery Request for:

> "the codes and/or programming instructions, and other materials necessary to understand and use that system" and "All computer hard drives, tapes owned or used by Defendants in the normal course of their business and consulting practice".

Misuse of discovery as instigated by the Plaintiff/CounterDefendants is a tort of abuse of process. The courts have held that abuse of process in civil discovery may lie when: (1) the party who employs the process of a court specifically and primarily intends to increase the burden and expense of litigation to the other side; and (2) use of that process is not for the legitimate purposes of advancing the party's interests in the ongoing litigation. Both of these instances are present in the Plaintiff/CounterDefendants Discovery Request.

An article from from the Official Blog of the Minnesota State Bar Association's Computer and Technology Law Section entitled, Article Rule 11, barratry, champerty, and "inline links" presents similarity of said tactics in this instant case. The Minnesota State Bar Association discusses how Righhaven, LLC. scours the Internet and then sues the party alleged to have infringed the Plaintiffs work. As part of their business model, Righthaven claims damages of up to $150,000 under the Copyright Act's statutory damages provisions and demands transfer of the Web site domain to Righhaven. Motion to Dismiss Righthaven's lawsuits have been granted based on the doctrine of unclean hands, which mandates dismissal of an action. The Judges ruling in Righthaven is in fact an example of how Courts throughout the country are taking a stance against litigation brought for the intention of harassment and to "shakedown" Defendants. Claims for barratry have also been brought against the law firm. Righhaven LLC v. Center for Intercultural Organizing Sua Sponte.

Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo have properly claimed that the Plaintiff/CounterDefendants Petition should be dismissed based on the "unclean hands doctrine" in that the Plaintiff/CounterDefendants and their attorney R. Wayne Pritchard have made a bogus claim of "trademark infringement" for a non-existent trademark and for utilization of a logo the Plaintiff/ CounterDefendants have admitted in writing they authorized the Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo to utilize. Defendants/Counterclaimants had authorization to use the Plaintiff/CounterDefendants alleged name in accordance with a valid contract for the stated purpose.

In this instant case the Plaintiff/CounterDefendants have engaged in abuse of process utilizing the legal process to achieve an unlawful purpose. It is a wrong committed by the Plaintiff/CounterDefendants during the course of litigation. The Plaintiff/CounterDefendants abuse of process is premised on an ulterior motive and a willful act of instigating frivolous litigation.

The Plaintiff/CounterDefendants have attempted to abuse this Courts powers to extort and steal the Defendants/Counterclaimants Linda S. Restrepo and Carlos E. Restrepo's property rights, intellectual property, services, work product and domain name. The Internet goes beyond state borders and in this instant case it is and would be beyond the jurisdiction of the court. In any event, the United States

Federal Patent & Trademark Office has essentially addressed this issue as well; if the Plaintiff/ CounterDefendants do not have any official bona-fide federal agency issued trademark it cannot use the name then the domain is not relevant thus their claims are moot.

(a) The Plaintiff/CounterDefendants continue to fraudulently and in bad faith attempt to utilize this Courts inherent powers for illicit means and to hijack the Defendants/Counterclaimants domain name, intellectual property and copyrights.

(b) The court lacks jurisdiction because the Plaintiff/CounterDefendants have failed to exhaust their administrative remedies before ICANN.

(c) The indisputable fact is that this Court lacks jurisdiction over Internet domain name disputes. Any domain name dispute are to be resolved in accordance with the Uniform Domain Name Dispute Resolution Policy (the "Policy") adopted by the Internet Corporation for Assigned Names and Numbers on August 26, 1999, in accordance with the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN on October 24, 1999, and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy incorporated herein by reference as set forth in their entirety. This Court lacks jurisdiction over the Uniform Domain Name Dispute Resolution Policy and/or ICANN[1] which is located in and headquartered in Los Angeles, California, United States.

Plaintiff/CounterDefendants have abandoned their Trademark Application

Defendants/Counterclaimants request that the Court dismiss with prejudice Plaintiff/ CounterDefendants Alliance Riggers & Constructors, LTD. Petition based on the fact that the United States Patent and Trademark Commission on April 15, 2013 ruled that as of March 19, 2013 Plaintiff/ CounterDefendants Alliance Riggers & Constructors, LTD., Trademark application had been abandoned then there is no longer a factual dispute and there is no longer a claim for the court to decide. A case is moot when a determination is sought on a matter which, when rendered, cannot have any practical effect on the existing controversy. The Plaintiff/CounterDefendants Petition is moot on its face it that it no longer presents a justiciable controversy because issues involved have become academic or dead. Sigma

[1] On September 29, 2006, ICANN signed a new agreement with the United States Department of Commerce (DOC) that moves the private organization towards full management of the Internet's system of centrally coordinated identifiers through the Multistakeholder Model of consultation that ICANN represents.

Chi Fraternity v. Regents of University of Colo., 258 F. Supp. 515, 523. Because the trademark application has been abandoned, there is no longer any matter in dispute as the matter has already been resolved and Plaintiff/CounterDefendants are no longer entitled to judicial intervention.

Having invoked Federal Jurisdiction through their Trademark Application filed with the United States Patent and Trademark Office, the Federal Agency informed Plaintiff/CounterDefendants that they "must disclaim" the descriptive wording "riggers & constructors" and that the USPTO's refusal of the Plaintiff/CounterDefendants trademark application documents that this Court lacks jurisdiction based on Diversity in that the USPTO's refusal documents a previous Trademark Registration design mark and work mark, USPTO Registration Number 3604909 to Alliance Steel, Inc. an Oklahoma City, Oklahoma Corporation.

Not only have the Plaintiff/CounterDefendants "regressed" in their efforts to claim a bogus trademark but they have exposed themselves to the threat and reality of being sued by just about anyone if they continue their attempts to claim the descriptive wording "riggers & constructors and through the fact that they continue to utilize the the previously registered Trademark design and work mark "Alliance" with full knowledge that the Trademark has already been registered.

Plaintiff/CounterDefendants' Abandonment of Trademark

Defendants/Counterclaimants move this Court to dismiss with prejudice Plaintiff/ CounterDefendants Cause of action based on the grounds that it has no basis in law or fact and Plaintiff/ CounterDefendants Complaint fails to state a plausible claim to relief and should be dismissed. A true and correct copy of the USPTO's April 15, 2013 determination is attached hereto as Exhibit "A".

Plaintiff/CounterDefendants knew that their claim was groundless, lacked any probable cause, any truth and/or legal basis for their malicious and frivolous litigation against the Defendants/ Counterclaimants Linda S. Restrepo and Carlos E. Restrepo's yet they continued to abuse the legal process for ulterior motives beyond the jurisdiction of this Court.

The Plaintiff/CounterDefendants apparently were cognizant of the fact that spending thousands and thousands of dollars in legal fee expenses responding to and/or appealing the United States Patent and Trademark Office's Official Determination would not have changed the facts as outlined in the USPTO's Final Action and as such on April 15, 2013 the United States Patent and Trademark Office "officially" declared and rendered the service mark and Trademark Application of Alliance Riggers & Constructors as "ABANDONED". A true and correct copy of which is attached hereto as Exhibit "A".

The Federal Patent & Trademark Office has officially declared the Plaintiff/CounterDefendants Trademark application "ABANDONED" as such any trademark claimed by the Plaintiff/ CounterDefendants is a moot point and the county court has no jurisdiction to review the matter.

STATEMENT OF FACTS
VII

The Plaintiff/CounterDefendants Claim should be dismissed as a failure to state a claim which is a failure of the Plaintiff/CounterDefendants to allege sufficient facts in the complaint to maintain an action.

As this CounterClaim is being filed this lawsuit is for compensatory and punitive damages brought by Defendants/CounterClaimants Linda S. Restrepo, Carlos E. Restrepo (herein referred to Defendants/CounterClaimants) against Alliance Riggers & Constructors, LTD., Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado, Terry Stevens, Paul D. Cordova, Frank H. Cordova, El Paso Crane & Rigging,Inc., Cordova Alliance, LLC. (herein referred to as Plaintiff/CounterDefendants) who have perjured themselves to the courts, made false and fraudulent representations, unjustly enriched themselves and fraudulently obtained goods and services from the Defendants/CounterClaimants which they were not entitled to.

(1) With an effective date of March 11, 2011 Defendants/CounterClaimants Linda S. Restrepo, Carlos E. Restrepo (herein referred to Defendants/CounterClaimants) entered into a Contract with CounterDefendants whereby Linda S. Restrepo and Carlos E. Restrepo as private Consultants were to produce a 5-page webpage and 5-minute Corporate marketing video for Alliance Riggers & Constructors. At the time of the contract Plaintiff/CounterDefendants represented that they would supply the data and information required to perform the work which they failed to do so. Defendants/CounterClaimants timely began performance of the contract when directed by Plaintiff/ CounterDefendants.

(2) While working with Alliance Riggers & Constructors, LTD., Phillip Cordova, registered agent of Alliance Riggers & Constructors, LTD. indicated that C.F. Jordan Construction was able to manipulate contracts without competing for them. Alliance Riggers & Constructors, LTD. is a prime sub-contractor of C.F. Jordan Construction for City of El Paso construction projects such as the El Paso City Parking

Garage Annex. As a result Alliance insisted that when Defendants/Counterclaimants performed their marketing efforts Defendants/Counterclaimants market C.F. Jordan Construction as well so they could support awards such as those with the City of El Paso. Defendants/Counterclaimants refused to comply because we believed and continue to believe these actions to constitute undue influence, to be suspect and questionable. At the time we were unaware of C.F. Jordan's legal problems but believed that Defendants/ Counterclaimants were under no obligation to market for C.F. Jordan in that they were not parties to the contract and that Alliance's demands that we market for them were inappropriate.

(3) Defendants/Counterclaimants had reason to believe that a company owned by the Cordova family had previously been served with a federal subpoena for documents in regards to a government contract and that said company may have knowingly and wantonly withheld evidence they knew could be relevant to the federal investigation.

(4) Throughout the course of the Contract Plaintiff/CounterDefendants continually demanded that the Defendants/CounterClaimants support and do marketing for Liebherr Cranes (the supplier of construction cranes for Alliance Crane & Rigging), a company that was not a party to the contract. Plaintiff/CounterDefendants also demanded that the Defendants/CounterClaimants take specific actions which the Defendants/CounterClaimants believe these actions to be suspect and questionable.

(5) Throughout the course of the Contract Alliance Rigging & Constructors also directed the Defendants/CounterClaimants to produce additional work videos, as well as a formal presentation to a Trade Organization which were not part of the original contract. Throughout the entire performance of the Contract Defendants/CounterClaimants had authorization to use CounterDefendants alleged name in accordance with a valid contract for the stated purpose. The additional videos, as well as the formal presentation to the Trade Organization produced by the Defendants/CounterClaimants work product contained the merely descriptive words "riggers & constructors" as well as the word Alliance. At no time did Alliance state that they did not want those merely descriptive words utilized and in fact they accepted, acknowledged and benefitted from the utilization of said words.

(6) During the course of the contract Plaintiff/CounterDefendants stated to the Defendants/ CounterClaimants that the company was an unknown, locally owned and operated company which had never been recognized but wanted to submit their company for recognition by the National Steel Erectors Association of America (SEAA) Project of the Year 2011 award contest.

(a) The Defendants/CounterClaimants proceeded to research the requirements of the award contest and the goals and growth plans of SEAA and in fact directly negotiated with SEAA in order to develop a strategy for Plaintiff/CounterDefendants which would give Plaintiff/CounterDefendants the competitive advantage over all other United States Steel Erector Companies submitting proposals to SEAA.

(b) The Defendants/CounterClaimants wrote a SEAA Proposal.

(c) The Defendants/CounterClaimants wrote and submitted an article for publication in the SEAA Connector national magazine featuring Alliance Riggers & Constructors to SEAA.

(d) The Defendants/CounterClaimants produced high definition (HD) pictures as well as produced a twenty-minute (20 minute) HD technical video of the University of Texas at El Paso Pedestrian Bridge construction as part of their marketing support of Plaintiff/CounterDefendants.

(e) In order to ascertain that SEAA would give an award to Plaintiff/CounterDefendants and because of the magnitude of the work involved within a very short deadline for submission Defendants/ Counterclaimants worked diligently and extensively above and beyond normal work hours (OverTime hours) during the Christmas Holiday.

(f) Defendants/CounterClaimants purchased an external computer hard drive putting the UTEP Pedestrian bridge video and all of the supporting documentation into it and properly submitted said to SEAA with a duplicate external hard drive of the data delivered to and accepted by Plaintiff/CounterDefendants who accepted the work with high praise for the quality, expertise, and expediency of the work performed by Defendants/Counterclaimants (see Exhibit "B") and from which work effort Plaintiff/CounterDefendants have continually benefitted from it.

(7) Plaintiff/CounterDefendants subsequently won the National Steel Erectors Association of America (SEAA) 2011 Project of the Year Award based on the work product of the Defendants/CounterClaimants and first went to South Carolina and then to New Orleans, Louisiana to receive the award/recognition won for them by the intellectual property and work product of the Defendants/CounterClaimants. The Plaintiff/CounterDefendants Phillip Cordova, Frank Cordova, Terry Stevens, Phil Pruett, Melody Pruett, Paul Cordova all thanked the Defendants/CounterClaimants for their quality work stating they would

have never have won such an award had it not been for the quality work, expertise and work product of the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo (see Exhibit "B").

(8) The winning SEAA Project of the Year 2011 Proposal, the Alliance Riggers & Constructors articles submitted for publication as well as the twenty-minute (20 minute) HD video produced by the Defendants/CounterClaimants work product contained the descriptive words "riggers & constructors" as well as the word Alliance. Defendants/CounterClaimants had authorization to use Alliance's alleged name in accordance with a valid contract for the stated purpose. At no time did Alliance indicate that they did not want those merely descriptive words utilized and in fact they accepted, acknowledged and benefitted and will continue to benefit from the SEAA Project of the Year 2011 award based on the utilization of said merely descriptive words.

(9) The Corporate Marketing Video which was produced by Defendants/CounterClaimants exceeded the original 5 minutes in length and was above and beyond the scope of work as set forth in the original contract based on the fact that Plaintiff/CounterDefendants demanded incorporation of Alliance job sites into the video which at the time of the original contract did not exist. The Corporate Marketing Video the Defendants/CounterClaimants produced contained the merely descriptive words "riggers & constructors" as well as the word Alliance. Defendants/CounterClaimants had authorization to utilize Alliance's alleged name in accordance with a valid contract for the stated purpose. At no time did Alliance state that they did not want those merely descriptive words utilized and in fact they accepted, acknowledged and benefitted and will continue to benefit from the production of said Corporate Marketing Video which they have admitted was presented to the City of El Paso and other clients.

(10) On April 24, 2012 the Defendants/CounterClaimants hired and paid Miracle Delivery Service to hand deliver 100 DVDs of the Corporate Marketing video to Plaintiff/CounterDefendants. On the same day Alliance accepted delivery of the 100 DVDs delivered to them as documented by their signature on the Miracle Delivery receipt. A true and correct copy of which is attached hereto as Exhibit "C".

(11) During the course of the contract Defendants/CounterClaimants made numerous visits and spent hour after hour sitting (all of which were in excess of the original contract provisions) with Plaintiff/

CounterDefendants going over the webpage with them and making demonstrations to them of what the webpage would contain and look like. At each meeting Plaintiff/CounterDefendants demanded that more and more items be included in the webpage that were above and beyond the scope of work as set forth in the original contract. Plaintiff/CounterDefendants further demanded incorporation of Alliance job sites into the webpage which at the time of the original contract did not exist as well as marketing information concerning Alliance prime general contractor C.F. Jordan Construction and Liebherr Cranes companies which were not part of the original contract.

(12) Plaintiff/CounterDefendants further demanded additional HD Pictures be produced so that Plaintiff/ CounterDefendants could send such pictures to Liebherr Crane company for consideration and inclusion in Liebherr yearly calendar, this demand on the part of Plaintiff/CounterDefendants was beyond the scope of the original contract.

(13) Plaintiff/CounterDefendants were an integral part of the web page production. Plaintiff/ CounterDefendants submitted to Defendants/Counterclaimants as approved and signed off on all the text, graphics, pictures, videos and data of the Alliance Riggers & Constructors web page produced by Defendants/Counterclaimants. Upon completion of the webpage the Defendants/CounterClaimants made another visit to Plaintiff/CounterDefendants to show them the completed product on a computer and uploaded the Alliance Riggers & Constructors new webpage to the Internet so that Plaintiff/ CounterDefendants could at their leisure view how the webpage would appear and function on the Internet from different computers. Plaintiff/CounterDefendants were highly impressed and stated that they really liked the webpage stating that there was a lot of brainpower that went into it and that it was a professional and high quality job on the part of the Defendants/CounterClaimants. Plaintiff/ CounterDefendants in fact proceeded to have a graphic color coded to match the design of the Defendants/CounterClaimants accepted work product. Further, as part of the contract with Defendants/ Counterclaimants, Plaintiff/CounterDefendants agreed and were required to furnish an Internet domain name and Internet server which they failed to do.

(14) With an effective date of March 23, 2012, after having time to view the webpage on the Internet Plaintiff/CounterDefendants made printed pages of it and submitted the printed pages of the webpage to the Defendants/CounterClaimants with each of the Plaintiff/CounterDefendants Phillip Cordova, Phil Pruett, Melody Pruett, Nick Delgado, Terry Stevens signing off individually, jointly and severally and accepting the webpage as agents of Alliance Riggers & Constructors. The webpage the Defendants/ CounterClaimants produced contained the merely descriptive words "riggers & constructors" as well as the merely descriptive word Alliance. Defendants/CounterClaimants had authorization to use Alliance's alleged name in accordance with a valid contract for the stated purpose. At no time did Alliance state that they did not want those merely descriptive words utilized.

(15) Defendants/CounterClaimants billed Plaintiff/CounterDefendants $2,500.00 for the additional length of the Corporate Video for the work that was above and beyond its scope of work in the initial contract as well as $1,000.00 owed as part of the final retainer payment due on the initial contract amount for the Corporate webpage.

(16) Defendants/CounterClaimants also billed Plaintiff/CounterDefendants $12,500.00 in part but not limited to the production of additional webpages, for production of an additional 12 videos, and Liebherr Crane marketing all of which consisted of work performed by the Defendants/CounterClaimants that was above and beyond its scope of work in the initial contract as well as $1,000 owed as part of the final retainer payment due on the initial contract amount for the webpage.

(17) Plaintiff/CounterDefendants continually ignored written monthly requests for payments from Defendants/Counterclaimants and have failed to pay Defendants/CounterClaimants in the amount of $15,000 and have failed and refused to pay to the Defendants/CounterClaimants its retainer in the amount of $2,000 for a total of $17,000 owed.

(18) Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo made written formal demand on CounterDefendants to pay the amounts justly due and owing to Linda S. Restrepo and Carlos E. Restrepo but Plaintiff/CounterDefendants have continually failed to answer and refused to pay.

Unjust Enrichment

(19) While the Plaintiff/CounterDefendants continued with the bogus lawsuit filed on or about June 20, 2012 demanding damages in "excess of the jurisdictional limits of this court, and their legal harassment of the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo, Plaintiff/ CounterDefendants travelled to New Orleans, Louisiana in or about March 2013 to accept the SEAA POY 2011 award Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo have won for them.

(20) Plaintiff/CounterDefendants have been unjustly enriched by their conduct described above by their receipt of a coveted national SEAA Project of the Year 2011 awards, national attention and recognition, multiple accolades, new local, state and federal contracts, and good services which they have refused to pay for.

(21) Damages to Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo have been proximately caused by the conduct of the Plaintiff/CounterDefendants who are individually, jointly and severally liable for damages caused to the Defendants/CounterClaimants for which damages Defendants/ CounterClaimants seek judgment of the court.

(22) **Exemplary Damages --- All CounterDefendants**

The conduct of each CounterDefendants as set forth herein constitute fraud, unjust enrichment, malicious prosecution, abuse of process, malice, negligence such that each one of the CounterDefendants is liable for exemplary damages for which Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo seek judgment of the court.

All conditions precedent to the bringing of this suit have been taken place.

CAUSES OF ACTION
VIII

Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado, Terry Stevens, Paul D. Cordova, Frank H. Cordova, El Paso Crane & Rigging, Inc., Cordova Alliance, LLC's conduct, acts and failures individually, collectively, jointly and severally are the cause and proximate cause of substantial expenses, losses, and damages to

Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. The acts, conduct and failures of Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado, Terry Stevens, Paul D. Cordova, Frank H. Cordova, El Paso Crane & Rigging, Inc., Cordova Alliance, LLC individually, collectively, jointly and severally, constituted violations of legal duties giving rise to at least the following causes of action:

COUNT 1 - ABUSE OF PROCESS

34. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

35. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

36. The actions of Plaintiff/CounterDefendants are of particular importance to demonstrate that Plaintiff/CounterDefendants have instigated unjustifiable and unreasonable litigation against the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Plaintiff/CounterDefendants brought a fraudulent, illegal lawsuit devoid of any merit or legal basis to harm, exploit, harass Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo or another improper motive based on dislike of or animosity toward the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Plaintiff/CounterDefendants have merely sought to harass the Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo and are "gambling" on an unfounded claim for a potential award to unjustly enrich themselves.

37. Plaintiff/CounterDefendants have filed the lawsuit based on Malicious prosecution. This is shown by among others, sloppy legal or factual research, disparaging comments about the Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo, underlined racial slurs, a great imbalance in power between the parties, and an apparent desire by Plaintiff/CounterDefendants to extort, intimidate or punish the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo.

38. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo contend that Plaintiff/ CounterDefendants filing of this lawsuit constitutes an abuse of process in that Plaintiff/ CounterDefendants: (1) made an illegal, improper or perverted use of the legal process, a use neither warranted nor authorized by the legal process; (2) Plaintiff/CounterDefendants had pre-disposition, an ulterior motive or purpose in exercising such illegal, perverted or improper use of the legal process; and (3) to damage the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo as a result of such illegal act.

39. Plaintiff/CounterDefendants instituted a lawsuit with bad intentions and without probable cause. A civil action instituted for the purpose other than the cause of action stated in the complaint is fraudulent thus Plaintiff/CounterDefendants are in violation of fraud and a tort of abuse of process. Plaintiff/ CounterDefendants have further instituted a civil litigation to damage Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo's business and ability to earn a living and to cause them undue financial burden.

40. The Petition filed by Plaintiff/CounterDefendants against Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo is the malicious misuse or misapplication of legal process in order to accomplish an ulterior purpose. Baubles & Beads v. Louis Vuitton, S.A., 766 S.W.2d 377, 378 (Tex.App.-Texarkana 1989, no writ). The lawsuit filed by Plaintiff/CounterDefendants was used to accomplish an end other than that which the writ was designed to accomplish.

COUNT 2 - ABUSE OF PROCESS

41. The courts have held that abuse of process in civil discovery may lie when: (1) the party who employs the process of a court specifically and primarily intends to increase the burden and expense of litigation to the other side; and (2) use of that process is not for the legitimate purposes of advancing the party's interests in the ongoing litigation.

COUNT 3 - BREACH OF CONTRACT

42. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

43. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

44. Because Plaintiff/CounterDefendants demanded Defendants/CounterClaimants take specific actions which Defendants/CounterClaimants believed to be illegal and because Plaintiff/CounterDefendants demanded Defendants/CounterClaimants support two companies not parties to the contract, the contract was breached by the Plaintiff/CounterDefendants.

45. By changing the terms in the course of the contract with no mutual consideration represents a breach on the part of the Plaintiff/CounterDefendants.

46. Plaintiff/CounterDefendants failure and refusal to pay Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo amounts due pursuant to the terms and modifications of the Agreement constitute a failure to comply with the Agreement and thus a breach of the Agreement.

47. These breaches of contract by Plaintiff/CounterDefendants have resulted in damages to Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo in the amount owed of $17,000 plus interest in addition to exemplary, punitive and other damages. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo seek to recover damages from CounterDefendants, individually, jointly and severally.

48. As a result of Plaintiff/CounterDefendants breaches of the Agreement and modifications Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo have had to spend the last ten months to research legal case law, file motions, incur costs and defend and prosecute their claim against Plaintiff/ CounterDefendants. Defendants/CounterClaimants seek the recovery of all costs for inconvenience, harassment, time invested at a prevailing legal rate, and out-of-pocket expenses incurred or caused by Plaintiff/CounterDefendants breaches.

49. The Plaintiff/CounterDefendants history of serial filing of "breach of contract" lawsuits in different courts against different Defendants, with different lawyers, not taking any of their 10 lawsuits to trial and obtaining "Orders for Non-Suit", documents that the Plaintiff/CounterDefendants are utilizing forum shopping in an effort to harass Defendants and for a purpose for which the legal system is not designed[2]. The United States Court of Appeals, 8th Circuit in 481 F.2d 1143, Farah Manufacturing Company v. National Labor Relations Board, stated in relevant part that "forum shopping is a practice which should be discouraged by the Courts".

50. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo ask the Court to: (1) declare The Plaintiff/CounterDefendants Alliance Riggers & Constructors, Ltd., a vexatious, frivolous litigant pursuant to Rule 13 of the Texas Rules of Civil Procedure and Chapters 9, 10, and Chapter 11 of the Texas Civil Practice and Remedies Code; (2) stay proceedings until such time as the Plaintiff/ CounterDefendants posts security in the amount of at least $50,000; and (3) issue a pre-filing order prohibiting The Plaintiff/CounterDefendants from filing any new litigation in any Texas court without the prior permission of a local administrative Judge.

Punitive and Exemplary Damages

51. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo seeks punitive damages from the Plaintiff/CounterDefendants, individually, jointly and severally to deter them from engaging in conduct similar to that which formed the basis of the lawsuit. The actions of the Plaintiff/ CounterDefendants have displayed their actual malicious intent to cause harm to the Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Texas Civl Practice and Remedies Code, Chapter 41. Sec. 41.003.

(a) Alliance Riggers & Constructors, LTD. authorized the act complained of herein and the manner of the act;
(b) Alliance Riggers & Constructors, LTD. agent(s) are unfit, and the corporation was reckless in employing the agent;

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[2] **Tammy Fonce-Olivas/El Paso Times 06/16/2007**
County Attorney José Rodríguez is trying to re-establish public trust in the El Paso County Courthouse in the wake of judge-shopping allegations made in a court document detailing conspiracy charges to which John Travis Ketner, the county's former chief of staff, pleaded guilty last week.

(c) the corporation employed the agent in a managerial capacity, and the agent was acting within the course and scope of his employment;

(d) the employer or manager ratified or approved the complained-of act." Id. (citing Restatement (Second) of Torts §909).

COUNT 4. - QUANTUM MERIT

52. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

53. The Plaintiffs/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

54. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo performed work above the scope of its initial contract. Plaintiff/CounterDefendants accepted and benefitted from this extra work and Plaintiff/CounterDefendants knew that Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo expected compensation for the work provided. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo thus seek to recover from Plaintiff/CounterDefendants the amount of $17,000 as the value of the extra work it provided to Plaintiff/CounterDefendants pursuant to the doctrine of quantum merit. Heldenfels Brothers v. City of Corpus Christi, 832 S.W.2d 39, 41 (Tex.1992).

COUNT 5 - DECLARATORY JUDGMENT REQUEST

55. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

56. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

57. By invoices dated April 24, 2012 and June 13, 2012 a true and correct copy of which are attached hereto as Exhibit "D" in the amount of $3,500 and Exhibit "E" in the amount of $13,500 and incorporated by reference for all purposes, Plaintiff/CounterDefendants have breached the Contract and refused to pay the $17,000 due to the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo.

58. As shown above, Defendants/CounterClaimants have met and exceeded all contract requirements and modifications and have not breached the Contract as alleged by Plaintiff/CounterDefendants.

59. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo request that pursuant to Section 37.001 et seq., of the Texas Civil Practice and Remedies Code, commonly known as the Texas Declaratory Judgment Act, this Court declare the Plaintiff/CounterDefendants Alliance Riggers & Constructors, LTD., Phillip Cordova, Phillip Pruett, Melody Pruett, Nick Delgado, Terry Stevens, Paul D. Cordova, Frank H. Cordova, El Paso Crane & Rigging, Cordova Alliance, individually, collectively, jointly and severally, owe the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo $17,000 plus interest compounded annually at the prevailing rate.

60. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo are entitled to recover from CounterDefendants individually, collectively, jointly and severally, pursuant to Section 37.009 of the Texas Declaratory Judgment Act, and pay their reasonable and necessary comparative attorneys' fees and expenses incurred in this action.

Punitive and Exemplary Damages

61. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo seeks punitive and exemplary damages from the Plaintiff/CounterDefendants, individually, jointly and severally to deter the them from engaging in conduct similar to that which formed the basis of the lawsuit. The actions of the Plaintiff/CounterDefendants have displayed their actual malicious intent to cause harm to the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Texas Civl Practice and Remedies Code, Chapter 41. Sec. 41.003.

COUNT 6 - NEGLIGENT MISREPRESENTATION

62. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

63. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

64. Plaintiff/CounterDefendants made numerous representations or omissions to Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo in the course of Plaintiff/CounterDefendants business or in a transaction in which Plaintiff/CounterDefendants had an interest. Plaintiff/ CounterDefendants supplied false information for the guidance of Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Plaintiff/CounterDefendants did not exercise reasonable care or competence in obtaining or communicating this information. Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo justifiably relied on the misrepresentations and omissions and said misrepresentations and omissions on the part of the Plaintiff/CounterDefendants proximately caused Linda S.Restrepo and Carlos E. Restrepo to suffer substantial damages. Plaintiff/CounterDefendants actions were fraudulent, malicious, and/or grossly negligent and subject them to exemplary damages in an amount to be determined by the jury. Larsen v Carlene Langford & Associates Inc., 41 S.W.3d 245 (Tex.App.-Waco 2001 n.pet.h.)

(a) Negligent Undertaking --- All CounterDefendants

All Plaintiff/CounterDefendants fraudulently misrepresented the truth as to the Corporate structure of the businesses and the true nature of the contract and the basis for which Plaintiff/ CounterDefendants sought services to be rendered by the Defendants/CounterClaimants. The Plaintiff/ CounterDefendants presented perjured allegations to a court of law known by them to be false and without any legal justification for bringing the suit and no possible law on which the suit could be based. The fraudulent misrepresentation of Plaintiff/CounterDefendants as set herein are a proximate cause of damages to Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo for which Defendants/CounterClaimants seek judgment of the court.

COUNT 7 - FRAUD

(As to all the CounterDefendants)

65. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

66. The Plaintiff/CounterDefendants Petition is fraudulent, without merit, there is no legal justification for bringing the suit and no possible law on which the suit could be based.

67. Based on their own representations to the Texas Secretary of State at all times relevant hereto, Phillip Cordova, Paul Cordova and Frank Cordova are responsible for, and directed day-today operations of Cordova Alliance, LLC., El Paso Crane & Rigging and Alliance Riggers & Constructors, LTD. Alliance Riggers & Constructors, LTD. lists Cordova Alliance, LLC., as a general partner of the limited partnership. As such Phillip Cordova, Paul Cordova and Frank Cordova, Cordova Alliance, LLC., El Paso Crane & Rigging and Alliance Riggers & Constructors, LTD., are virtually indistinguishable and upon information contained in their reports to the Office of the Secretary of State they operate from the same office space and share resources interchangeably.

68. Plaintiff/CounterDefendants jointly and severally made numerous material misrepresentations or omissions to Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo to induce them to perform work. These representations were false and/or were made recklessly, as positive assertions, and without knowledge of their truth. Plaintiff/CounterDefendants made these representations and omissions with the intent that Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo rely on them, and Defendants/CounterClaimants did rely on them to their detriment. Plaintiff/ CounterDefendants misrepresentations and omissions proximately caused Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo to suffer substantial damages. Plaintiff/CounterDefendants actions were fraudulent, malicious, and/or grossly negligent and subject them to exemplary damages in an amount to be determined by the jury.

Punitive and Exemplary Damages

Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo seeks punitive damages from the Plaintiff/CounterDefendants, individually and severally to deter them from engaging in conduct similar to that which formed the basis of the lawsuit. The actions of the Plaintiff/CounterDefendants have displayed their actual malicious intent to cause harm to the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo. Texas Civl Practice and Remedies Code, Chapter 41. Sec. 41.003.

Constructive Fraud

(As to all the CounterDefendants)

69. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

70. By virtue of Plaintiff/CounterDefendants actions aforesaid, Plaintiff/CounterDefendants actions were fraudulent because they tended to deceive others, violate confidences, or cause injury to public interests.

71. As a result of Plaintiff/CounterDefendants fraud aforesaid, Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo have suffered pecuniary harm and request compensatory and punitive damages in an amount to be determined at trial. Stone v. Lawyers Title Insurance, 554 S.W.2d 183, 185 (Tex. 1977) Springs Window Fashions Div., Inc. v. Blind Maker, Inc., 184 S.W.3d 840, 863-864 (Tex.App.- Austin 2006 no pet. history).

COUNT 8 - DEFAMATION

(As to all the CounterDefendants)

72. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

73. Plaintiff/CounterDefendants knowingly, wantonly and through negligence slandered Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo by false defamatory statements that were published in public records and on the Internet without a legal excuse, knowing that the contents of said false statements would infringe upon the Defendants/CounterClaimants ability to earn a living, discredit them in the community, harm their professional reputation and business.

74. Plaintiff/CounterDefendants knowingly, wantonly and through negligence libeled Defendants/ CounterClaimants Linda S. Restrepo and Carlos E. Restrepo by false defamatory statements that were published in public records and on the Internet without a legal excuse, knowing that the contents of said

false statements would infringe upon the Defendants/CounterClaimants ability to earn a living, discredit them in the community, harm their professional reputation and business.

75. The slander and libel instigated by the Plaintiff/CounterDefendants was based on malice and the Plaintiff/CounterDefendants complete lack of truth as to what was stated and published.

76. Plaintiff/CounterDefendants made the statements knowing that such statements were made with false and reckless disregard as to the truth.

77. Each of the Plaintiff/CounterDefendants knowingly misrepresented facts with the purpose of making false accusations against Defendants/CounterClaimants. These false statements were published with actual malice.

78. These false claims were known to be false by the Plaintiff/CounterDefendants at the time they were made and were made and published with the intent to cause substantial harm to Defendants/ CounterClaimants. reputation, to open him up to scorn in his community, and to damage their livelihood.

79. The false statements, intended by Plaintiff/CounterDefendants to injure Defendants/ CounterClaimants in their trade and profession, constitute defamation per se, therefore damages are presumed from the publication of these false statements.

80. Alternatively, these statements intended by Plaintiff/CounterDefendants to injure Defendants/ CounterClaimants in their trade and profession, constitute defamation per quod.

81. The malicious publication of the false statements about Defendants/CounterClaimants detailed above have caused and continue to cause actual general and special damages to Defendants/CounterClaimants, including, injury to character and reputation, humiliation, injury to feelings, and loss of earning capacity.

Exemplary Damages

Because Plaintiff/CounterDefendants acted with actual malice, the Defendants/CounterClaimants. are entitled to recover exemplary damages as defined by the Texas Civil Practice & Remedies Code § 43.001, et seq.

COUNT 9 - SUIT ON SWORN ACCOUNT

82. The allegations contained in all of the paragraphs of this Counterclaim are hereby re-averred and re-alleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

83. Defendants/CounterClaimants Linda S. Restrepo, Carlos E. Restrepo files this Suit on Sworn Account pursuant to Rule 185 of the Texas Rules of Civil Procedure, Breach of Contract and Request for Disclosure and respectfully show the Court the following:

84. With an effective date of March 11, 2011 Defendants/CounterClaimants Linda S. Restrepo, Carlos E. Restrepo (herein referred to Defendants/CounterClaimants) entered into a Contract with Plaintiff/ CounterDefendants whereby Linda S. Restrepo and Carlos E. Restrepo as a private Consultants were to produce a 5-page webpage and 5-minute Corporate marketing video for Alliance Riggers & Constructors.

85. In fulfillment of all contract requirements, on April 24, 2012 the Defendants/CounterClaimants hired and paid Miracle Delivery Service to hand deliver 100 DVDs of the Corporate Marketing video to Plaintiff/CounterDefendants. On the same day Plaintiff/CounterDefendants accepted delivery of the 100 DVDs delivered to them as documented by their signature on the Miracle Delivery receipt. A true and correct copy of which is attached hereto as Exhibit "C".

86. With an effective date of March 23, 2012, after having time to view the webpage on the Internet Plaintiff/CounterDefendants made printed pages of it and submitted the printed pages of the webpage to the Defendants/CounterClaimants with each of the Plaintiff/CounterDefendants Phillip Cordova, Phil Pruett, Melody Pruett, Nick Delgado, Terry Stevens signing off individually and severally and accepting the webpage as agents of Alliance Riggers & Constructors. A true and correct copy of Defendants/ CounterClaimants acceptance of the webpage content is attached hereto as Exhibit "F".

87. In April 28, 2012 Plaintiff/CounterDefendants signed for and received notice that their webpage had been uploaded to the Internet and that the initial 5-page webpage which had initially been contracted for was increased to 24 pages and was accepted as such based on the written signatures of Plaintiff/ CounterDefendants. A true and correct copy of the April 28, 2012 Letter along with the U.S. Post Office

Return Receipt which was signed by the Plaintiff/CounterDefendants on April 30, 2012 are attached hereto as Exhibit "G".

88. The invoices evidencing this debt dated April 24, 2012 and June 13, 2012 a true and correct copy of which are attached hereto as Exhibit "D" in the amount of $3,500 and Exhibit "E" in the amount of $13,500 and incorporated by reference for all intents and purposes. The amounts of the outstanding invoices are reasonable charges for the services rendered by the Defendants/CounterClaimants and accepted by the Plaintiff/CounterDefendants. Despited numerous written demands Plaintiff/ CounterDefendants have breached the Contract, refused and failed to pay the $3,500 due on the Corporate video and the $13,500 due on the webpage causing Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo damages in the principal sum of $17,000.00. All lawful offsets, payments and credits have been allowed. Tex. R. Civ.P. 185. Wright v. Christian & Smith, 950 S.W.2d 411, 412 (Tex.App.- Houston [1st Dist.] 1997, no writ).

89. Defendants/Counterclaimants incorporate and include their sworn account affidavit with this Counterclaim.

COUNT 10 - THEFT OF SERVICES

90. Plaintiff/CounterDefendants are in violate of Texas Penal Code, Section 31.04-Theft of Services in their attempt to avoid payment for services rendered by the Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo that Plaintiff/CounterDefendants knew Defendants/CounterClaimants provided said services for compensation.

91. Plaintiff/CounterDefendants intentionally and knowingly secured performance of the services through harassment, deception, or intimidation.

92. Plaintiff/CounterDefendants intentionally and knowingly secured the performance of the services by agreeing to provide compensation and, after the services were rendered, failed and refused to make payment after receiving written notices demanding payment.

93. Plaintiff/CounterDefendants failed to make payment under a service agreement within 10 days after receiving written notices demanding payment and still refuses to make payment.

94. Under the provisions of Texas Penal Code, Section 31.04-Theft of Services an offense under this section is a state jail felony if the value of the services stolen is $1,500 or more but less than $20,000. Plaintiff/CounterDefendants Alliance's refusal to pay the outstanding invoices of $13,500 and $3,500 is within the provisions of Texas Penal Code, Section 31.04-Theft of Services an offense which under this section is a state jail felony.

95. County Court has jurisdiction over Class-B and Class-A misdemeanors, the Plaintiff/ CounterDefendants refusal to pay two contract retainers in the amount of $1,000 each is a Class-A misdemeanor within Texas Penal Code, Section 31.04-Theft of Services.

CONDITIONS PRECEDENT
IX

96. All condition precedent have been performed or have occurred pursuant to Tex.R. Civ. P. 54.

REQUEST FOR DISCLOSURE
X

97. Defendants/CounterClaimants requests all CounterDefendants disclose within 30 days of service of this request the information or material described in Rule 194.2(a)-(l) of the Texas Rules of Civil Procedure.

JURY DEMAND
XI

98. Defendants/CounterClaimants request trail by jury.

UNNAMED PARTIES
XII

99. Defendants/Counterclaimants reserve the right to add other unnamed parties as defendants to this lawsuit at a later date.

RIGHT TO AMEND PETITION
XIII

100. Defendants/Counterclaimants reserve the right to amend and modify their claims and petition at a later date and as deemed necessary and in the best interest to protect their Constitutional and Civil Rights to Due Process.

PRAYER
XIV

WHEREFORE, premises considered Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo pray that Plaintiff/CounterDefendants be cited to appear and answer herein and, upon trial of this matter judgment against the Plaintiff/CounterDefendants, individually, jointly and severally, in the principal sum of $17,000.00 plus interest on unpaid services fees and exemplary and punitive damages in an amount to be determined by a jury, for the following:

(a) The court dismiss Plaintiff/CounterDefendants lawsuit petition against Defendants/Counterclaimants with prejudice against Plaintiff/CounterDefendants;

(b) All damages, whether actual, consequential, exemplary or punitive to which Defendants/ CounterClaimants are entitled;

(c) Reasonable comparative attorney's fees, reasonable consulting fees, costs of court and pre- and post-judgment interest at the highest rate allowed by law; costs of bringing this action, including related expenses of bring the action (including investigative expense);

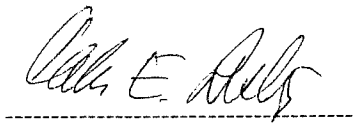
(d) An order revoking any license enabling Plaintiff/CounterDefendants, Cordova Alliance, LLC., Alliance Riggers & Constructors, LTD., El Paso Crane & Rigging, Inc. to operate in the State of Texas and revoking any certificate authorizing Plaintiff/CounterDefendants, Cordova Alliance, LLC., Alliance Riggers & Constructors, LTD., El Paso Crane & Rigging, Inc. to do business in Texas if any judgment rendered in this case has not been satisfied within three (3) months from the date of filing said final judgment; and;

(e) An order authorizing Defendants/Counterclaimants to place liens on all equipment and properties belonging to Plaintiff/CounterDefendants which were utilized as part of the contract if any judgment rendered in this case has not been satisfied within three (3) months from the date of filing said final judgment; and;

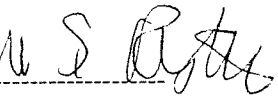
(a) for such other and further relief, in law and in equity to which Defendants/CounterClaimants Linda S. Restrepo and Carlos E. Restrepo may show themselves justly entitled.

Respectfully submitted,
Dated this 18th. day of April 2013.

Respectfully Submitted,



Carlos E. Restrepo, Pro Se
P.O. Box 12066
El Paso, Texas 79912

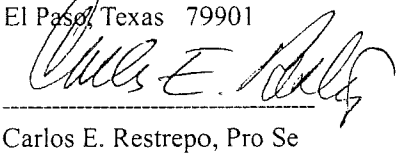


Linda S. Restrepo, Pro Se
P.O. Box 12066
El Paso, Texas 79912

CERTIFICATE OF SERVICE

I hereby certify that on this 18day of April 2013 a true and correct copy of the foregoing Defendants Linda Restrepo and Carlos Restrepo's Original Answer and Counterclaim, Jury Demand, Suit on Sworn Account and Request for Disclosure was forwarded by first class mail to the following:

Wayne Pritchard, P.C.
Attorney of Record
300 East Main, Suite 1240
El Paso, Texas 79901



Carlos E. Restrepo, Pro Se
P.O. Box 12066
El Paso, Texas 79912

SWORN ACCOUNT VERIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared Carlos E. Restrepo and Linda S. Restrepo, who after being duly sworn upon oath, stated to me that they are Defendants/ CounterClaimants in the above-entitled and numbered cause, and that the facts presented in their Suit on Sworn Account are based upon information and belief and are true and correct to the best of their knowledge. The information presented herein is within the personal knowledge of Affiants. As set out below Affiants provided the following services to Alliance Riggers & Constructors, LTD.

WORK PERFORMED	RETAINER	ADDITIONAL WORK	AMOUNT DUE
Corporate Video	$1,000	$2,500	$3,500
Webpage	$1,000	$12,500	$13,500
Total Due:			$17,000.00

1. The sum of $17,000.00 is within Affiants Linda S. Restrepo and Carlos E. Restrepo's knowledge due and owing by Alliance Riggers & Constructors, LTD. that this debt is just and true, it is due and unpaid and that all just and lawful offsets, payments and credits have been allowed. The invoices evidencing this debt are attached hereto, incorporated by reference and designed as Exhibits "D", "E", and video acceptance Delivery Exhibit "C", webpage upload Exhibit "F".
2. Alliance Riggers & Constructors, LTD. promised to pay for the services rendered under the contract it entered into with Defendants/CounterClaimants (attached hereto and incorporated by reference in Exhibit "H") which is a true and correct copy of the contract giving rise to this suit.
3. Further Affiant sayeth not,"

SIGNED this 18th Day of April 2013.

Linda S. Restrepo, Pro Se

Carlos E. Restrepo, Pro Se

SWORN AND SUBSCRIBED TO before me on this 18th day of April 2013.

Rebecca Rodriguez

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires:

07-10-2016

REBECCA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-10-16

EXHIBIT A

On March 7, 2013, the USPTO released version 2.1 of Trademark Status and Document Retrieval (TSDR). Please send any TSDR related questions or comments to TSDR@USPTO.GOV. Additional information about the TSDR 2.1 deployment is available here: TSDR 2.1.

STATUS DOCUMENTS Back to Search Print

Generated on: This page was generated by TSDR on 2013-04-15 14:04:21 EDT

Mark: ALLIANCE RIGGERS & CONSTRUCTORS

US Serial Number: 76711574

Application Filing Date: May 22, 2012

Register: Principal

Mark Type: Service Mark

Status: Abandoned because the applicant failed to respond or filed a late response to an Office action. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.

Status Date: Apr. 15, 2013

Date Abandoned: Mar. 19, 2013

Mark Information

Mark Literal Elements: ALLIANCE RIGGERS & CONSTRUCTORS

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Design Search Code(s):
26.01.01 - Circles as carriers or as single line borders
26.05.28 - Miscellaneous designs with overall triangular shape; Triangular shape (miscellaneous overall shape)
26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)
26.17.05 - Bands, horizontal; Lines, horizontal; Horizontal line(s), band(s) or bar(s); Bars, horizontal
26.17.06 - Diagonal line(s), band(s) or bar(s); Bars, diagonal; Bands, diagonal; Lines, diagonal

Goods and Services

Note:
The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of

- Asterisks *..* identify additional (new) wording in the goods/services.

For: Crane and Erectors Services, namely: Structural Steel Erection, Tilt-up and Precast Erection, Crane and Rigging, Overhead Crane Systems, Machinery Moving, In-Plant Heavy Hauling, Welding Service, Crane Lift Drafting, Trans- Loading, and Pre-Engineered Metal Building Erection, din

International Class: 037 - Primary Class **U.S Class:** 100, 103, 106

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 01, 1997 **Use in Commerce:** Jul. 01, 1997

Basis Information (Case Level)

Filed Use:	Yes	**Currently Use:**	Yes	**Amended Use:**	No
Filed ITU:	No	**Currently ITU:**	No	**Amended ITU:**	No
Filed 44D:	No	**Currently 44D:**	No	**Amended 44D:**	No
Filed 44E:	No	**Currently 44E:**	No	**Amended 44E:**	No
Filed 66A:	No	**Currently 66A:**	No		
Filed No Basis:	No	**Currently No Basis:**	No		

Current Owner(s) Information

Owner Name: Alliance Riggers & Constructors, Ltd

Owner Address: 1200 Kastrin Street
El Paso, TEXAS 79907
UNITED STATES

Legal Entity Type: LIMITED PARTNERSHIP **State or Country Where Organized:** TEXAS

Attorney/Correspondence Information

Attorney of Record

Attorney Name: R. Wayne Pritchard

Attorney Primary Email Address: wpritchard@pritchlaw.com **Attorney Email Authorized:** Yes

Correspondent

Correspondent Name/Address: R. WAYNE PRITCHARD
Wayne Pritchard, P.C.
300 E MAIN DR STE 1240
EL PASO, TEXAS 79901-1359
UNITED STATES

Phone: (915) 533-0080 **Fax:** (915) 533-0081

Correspondent e-mail: wpritchard@pritchlaw.com **Correspondent e-mail Authorized:** No

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Apr. 15, 2013	ABANDONMENT - FAILURE TO RESPOND OR LATE RESPONSE	
Sep. 17, 2012	NON-FINAL ACTION MAILED	
Sep. 14, 2012	NON-FINAL ACTION WRITTEN	83191
Sep. 12, 2012	ASSIGNED TO EXAMINER	83191
Aug. 29, 2012	LETTER OF PROTEST ACCEPTED	
May 29, 2012	APPLICATION FILING RECEIPT MAILED	
May 23, 2012	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information

TM Attorney: LORENZO, KATHLEEN H **Law Office Assigned:** LAW OFFICE 109

File Location

Current Location: TMEG LAW OFFICE 109 - EXAMINING ATTORNEY ASSIGNED **Date in Location:** Apr. 15, 2013

Assignment Abstract Of Title Information - Click to Load

Proceedings - Click to Load

EXHIBIT B

Message

From: "Phillip Pruett" <pruett@allianceriggers.com>
To: rdilsr@zianet.com
Date: 26 Jan 2012, 08:06:49 AM
Subject: FW: SEAA Project of the Year

HTML content follows

Linda and Carlos, We just received this e-mail from SEAA. Alliance won the Class I category! Thank you very much for your professional assistance, your quality product and aiding in our VICTORY. Phillip Pruett Alliance Riggers & Constructors, Ltd.1200 Kastrin St.El Paso, TX 79907P- 915-591-4513 F- 915-593-4718 M- 575-644-8735 From: Alan Sears [mailto:ASears@vulcraft-sc.com] Sent: Thursday, January 26, 2012 6:17 AMTo: phil@allianceriggers.comCc: Tom UnderhillSubject: SEAA Project of the Year Good Morning Phillip! I am so happy to inform you that the University of Texas El Paso Sun Bowl Pedestrian Overpass was the Class I winner! The Awards Ceremony will be Saturday evening March 10th during the 40th Anniversary Gala. I'm looking forward to seeing you in March at the SEAA National Convention & Trade Show in Myrtle Beach. Again Congratulations! Alan B. SearsSEAA Awards Chairman CONFIDENTIALITY NOTICE This e-mail contains privileged and confidential information which is theproperty of Nucor, intended only for the use of the intended recipient(s).Unauthorized use or disclosure of this information is prohibited. If youare not an intended recipient, please immediately notify Nucor and destroyany copies of this email. Receipt of this e-mail shall not be deemed awaiver by Nucor of any privilege or the confidential nature of the information.

EXHIBIT C

MIRACLE DELIVERY SERVICE

515 S. KANSAS · EL PASO, TEXAS 79901
TELEPHONE 915-532-6959

FROM 581-2732
Carlos Restreto
P.O. BOX 12066
El Paso, TX 79912

11611

DATE 4/24/13

Destination	No. Items	Weight	Charge
	1	10 lbs	$7.50
			Pd
1200 Kastin, El Paso TX 79907			
Attn: Phillip H. Cordova 591-4513			
E-mail: rdilsr@ziant.com			

Received by:

Time:

MDS Signature

FORM 02

EXHIBIT D

April 24, 2012

SPECIAL MESSENGER HAND DELIVERY

Mr. Phil Cordova
CEO/General Manager
Alliance Riggers & Constructors
1200 Kastrin
El Paso, Texas 79907

Mr. Cordova:

One hundred Corporate Video DVDs are hereby delivered to Alliance. This delivery meets and exceeds any and all contractual requirements from our Company. The DVDs are programmed to loop and a customized DVD label has been designed for them.

We recognize that Alliance has not previously invested in a marketing program; the fast results and benefits Alliance has derived from our Marketing Strategy in a short period of time resulted in a National SEAA recognition award for Alliance, additional work and can continue to do so for many years to come.

The Alliance HD Corporate Video has been uploaded to YouTube in a further effort to support your marketing program. It can be viewed at the following url:

http://www.youtube.com/watch?v=r5zE3EpnAEI

We are heavily invested in Alliance by the fact that we have charged you nominal fees throughout and have financially absorbed what the market costs of such productions are.

We hereby request prompt payment of all outstanding balances.

Thank you,

Dr. Carlos Restrepo
P.O. Box 12066
El Paso, Texas 79912
(915) 581-2732

Project Expense Report

Close-out Invoice # Alli 4-24-12

CLIENT: ALLIANCE PIONEERS & CONSTRUCTORS, LTD.
AGENT: PHIL CORDOVA
Purpose: Marketing, Multimedia Development, Video Production
Contract Period: Based on Alliance's fiscal year

PROJECT	INCLUDED IN BASIC CONTRACT	COST OVERRUNS CHANGE OVERS	ADDITIONAL WORK REQUESTED BY CLIENT	TOTAL COST	PAID	NOTE	PAST DUE
Corporate Video	5 Minute Video			$18,500	$9,000.00	Ck No. 239704	
					$3,500.00	Ck No. 240251	[illegible]
Total amount due per contract							[illegible]
[illegible]	NO	3 minute video 4 minute 22 second additional video production	Inclusion of major job sites in Corporate Video	[illegible]			[illegible]
					$12,500.00		Total Due: 23,500

Paul E. [illegible]

EXHIBIT E

June 13, 2012

Subject: ALLIANCE WEBPAGE CERTIFIED MAIL 7010 2780 0002 4346 6723

Mr. Phil Cordova
CEO/General Manager
Alliance Riggers & Constructors
1200 Kastrin
El Paso, Texas 79907

Mr. Cordova:

Attached please find our final, consolidated invoice for the work our firm has provided Alliance Riggers & Constructors. In accordance with the terms and conditions of our contract with you which we have fulfilled in full. The amounts due and owing are past due. We have provided an itemized statement of the work performed including costs for additional requests which we have completed within the deadlines set by Alliance Riggers & Constructors.

We object to and deny your potentially libelous and slanderous written comments you have made against us. Alliance Riggers is unjustly enriching itself at our expense. Alliance Riggers is required to make restitution for benefits received, retained or appropriated. Please be advised that we consider you to be in breach of contract and your actions theft of services and will take every legal remedy available to us against all entities and parties involved.

Dr. Carlos E. Restrepo

INVOICE

INVOICE	WEB PAGE CLOSE-OUT INVOICE #ALLI 4-24-12
CLIENT	ALLIANCE RIGGERS & CONSTRUCTORS, LLC.
AGENT	PHIL CORDOVA
Purpose:	Marketing, Multimedia Development, Video Production

WEB-PAGE DEVELOPMENT			
Web-page Development	YES	Basic 5 html web-pages based on written data supplied by Alliance	Basic 5 html web-pages based on written data supplied by Alliance
Corporate Video presented in Web-page	YES		
Corporate Video uploaded to You-tube	NO	Changing Video Codec of Corporate Video for You-tube & uploading time	Changing Video Codec of Corporate Video for You-tube & uploading time
Additional and Customized features requested and authorized by client	NO	Development, design & production of Picture Flash web-page header Animation	Picture Flash web-page header Animation /Phil Cordova & Phill Pruett requested the original web-page layout shown to them to be animated
Design & Development of Additional Web-pages for Alliance	NO	Customized Design & Development of 14 additional html web-pages	Customized Design & Development of 14 additional html web-pages
SEAA POY Award Featured on Web-page	NO	Client requested SEAA Video on Web-page/ programming 20 Minute Video to Flash Video Player	Programming & Uploading of the winning SEAA Video onto the web-page and design of a customized large HD video player to present the video on the Internet
Corporate Slideshow	NO	Development of Automated Corporate Slideshow loaded to the Web-page	Development of 79 HD Color Pictures to include in the Automated Slideshow
Steel Erection Slideshow	NO	Development of Automated Steel Erection Slideshow loaded to the Web-page	Development of 30 HD Color Pictures of Steel Erection and Slide show viewer

Development. production of Video to Highlight Alliance Building Innovations	NO	1 Minute 39 second HD Video	Development of short video to feature 3D lift plan capability. Development of HD Video-player
Promotional Liebherr Crane Videos	NO	Client requested Liebherr Crane promotions. Total of 4.9 additional video minutes productions	Production of 7 Liebherr Crane Videos. 36 seconds; 28 seconds;48 seconds; 1 minute 32 seconds; 35 seconds; 27 seconds; 27 seconds in addition to programming of HD Customized 7 video players uploaded to the clients Internet webpage
Design, Development and Production of Customized 7-HD Liebherr Cranes Video Player	NO	Design, Development and Production of Customized 7-HD Liebherr Cranes Video Player	Liebherr Cranes Video Player uploaded to clients webpage
Input of Libeler Crane PDF's Diagrams	NO	Customized Design & Development for Liebherr Crane Marketing Page	3 PDF diagrams of Technical Data on the Liebherr 1300; 1280; 1100 to include copying Liebherr technical manuals and incorporating the technical manuals in the web-page through client requested PDF Links
PROMOTIONAL ALLIANCE CRANE VIDEOS			
Production of 8 Featured HD Videos	NO	Production of 12 minutes of additional Alliance Job-Site Videos	Production of 8 featured videos: 1 minute 19 seconds; 2 minutes 10 seconds; 2 minutes 48 seconds; 1 minute 25 seconds; 1 minutes 58 seconds; 43 seconds; 45 seconds; 29 seconds t
Design, Development and Production of Customized 8-HD Liebherr Cranes Video Player	NO	*	Alliance Job-Sites Video Player uploaded to clients webpage
3D LIFT PLAN MARKETING			
Inclusion of 4 3D Lilt Plan Drawings	NO	Inclusion of 4 3D Lilt Plan Drawings	Customized Design & Development for promotion of 3D Lift Plan
Customized Design & Development of 3D Lift Plan HD Video	NO	Customized Design & Development of 3D Lift Plan HD Video	Customized Design & Development of 3D Lift Plan HD Video 1 Minute 32 seconds

Design, Development and Production of Customized HD Video Player for 3D Lift-Plan Video	NO	Design, Development and Production of Customized HD Video Player for 3D Lift-Plan Video	3D Lift Plan Video Player uploaded to clients webpage	
YOUTUBE MARKETING				
Alliance YoutTube Marketing	NO	Alliance Corporate Video; Short SEAA Video; Hight Tech Video on RDI's site for support of Alliance's marketing strategy	Changing Video Codec of Alliance Corporate Video; Short SEAA Video; High Tech Video for YouTube/ uploading time	
YOUTUBE LINKS				
YouTube, SEAA, AISC, AGC, NCCCO, SCRANET, Symbols & Links on Alliance Webpage	NO	Insertion of YouTube, SEAA, AISC, AGC, NCCCO,SCRANET, symbols and links on Alliance Webpage	Insertion of YouTube, SEAA, AISC, AGC, NCCCO, SCRANET, symbols and links on Alliance webpage	
Alliance Logo Redesign	NO	Alliance Logo Letters Redesign Requested by Phil Cordova	Alliance Logo Letters Redesign Requested by Phil Cordova	
		APPROVED BY CLIENT	**APPROVED BY CLIENT**	
Basic Contract	$4,500	**Paid: $3,500**	**Past Due:**	**$1,000.00**
Due for Additional Production Work			**TOTAL AMOUNT PAST DUE**	**$13,500.00**

Carlos E. Restrepo
915 581-2732t

EXHIBIT F

Message

rdilsr@zianet.com

Folders Create Message Preferences Address Book Log Out

Move to: Sent Go

From: "Phillip Pruett" <pruett@allianceriggers.com>(+)
To: rdilsr@zianet.com(+)
Date: 23 Mar 2012, 05:17:35 PM
Subject: Allianceriggers.com website editing

HTML content follows

Linda,

Please find attached the edits we made to the website verbiage.

Please let me know if you have any questions.

Thank you,

Phillip Pruett

Alliance Riggers & Constructors, Ltd.

1200 Kastrin St.

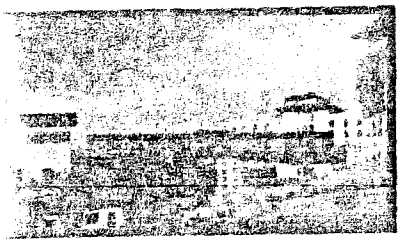
El Paso, TX 79907

P- 915-591-4513 F- 915-593-4718 M- 575-644-8735

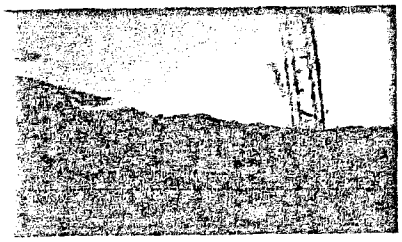
Attachment: Alliance Riggers web edit.pdf (1.0M)

Display / Download

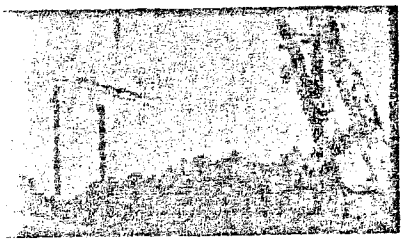
Move to: Sent Go



click here

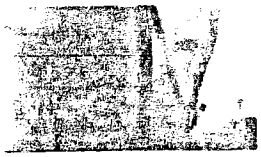


click here



click here

PROJECT SLIDESHOWS



WELCOME TO ALLIANCE RIGGERS & CONSTRUCTORS, LTD.

Alliance Riggers & Constructors is a Southwest Regional Services provider offering premier service throughout Texas and New Mexico. Our qualified and professional riggers and extensive menu of services and the expertise and equipment to assist YOU our Clients and Construction Partners in making YOUR Vision a reality in safety, on time and within budget ... together. Alliance Riggers & Constructors, an limited partner, El Paso Crane & Rigging ... is a family owned business doing business in El Paso, Texas and the surrounding area for nearly 50 years.

EXHIBIT G

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PHILIP CORDOVA
ALLIANCE RIGGERS
1200 KASTRIN
EL PASO TX 79907

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [illegible] ☐ Agent ☐ Addres

B. Received by (Printed Name) GIL CARRILLO
C. Date of Deli 4-30-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchar
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 0780 0002 0050 5768

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M

April 28, 2012

Subject: WEBPAGE COMPLETION
Mr. Phil Cordova
CEO/General Manager
Alliance Riggers & Constructors
1200 Kastrin
El Paso, Texas 79907

Mr. Cordova:

This is to inform you that the requested webpage has been uploaded to the internet. The Alliance Riggers webpage can be seen at:

http://www.allianceriggersandconstructors.com

As requested, we expanded the 5 page webpage which Alliance initially gave us to 24 pages which have been viewed and accepted by written signature on March 16, 2012 by Alliance. The state of the art webpage is a multimedia platform which incorporates many unique and customized features which include but are not limited to:

1. The SEAA POY 20 minute video presented in a customized large HD Video player on the webpage and linked to at Youtube.
2. Your 9 minute Alliance Corporate Video uploaded to the webpage in a large customized HD video player and linked to at Youtube.
   ALLIANCE RIGGERS CORPORATE VIDEO HD©
   http://www.youtube.com/watch?v=r5zE3EpnAEI

3. A total of 24 customized html webpages.
4. A customized HD 79 Color Large Picture automated slideshow.
5. A customized steel erection HD 30 Color Large Picture automated slideshow.
6. A customized HD Video which features Alliance's 3D Lift Plan Capability presented in a large HD Video Player on your webpage and linked to at Youtube at the following url:
   ALLIANCE RIGGERS HIGH TECH©
   http://www.youtube.com/watch?v=k3fxoY_szgc

7. Individual Youtube links on your webpage to the Corporate Video, the SEAA POY Video, the HighTech 3D Lift Plan Video
8. Three (3) lift plan computer images supplied by Alliance incorporated into the Webpage
9. An animated flash-header webpage
10. Promotional materials requested to highlight your Liebherr Cranes with Liebherr technical data and complete technical specification PDF Brochure files for each of three Liebherr Cranes Alliance requested.
11. A customized 7 Video HD player uploaded to the Webpage which contains 7 additional small videos highlighting your Liebherr Crane Inventory
12. Links to Associations Alliance is a member of
13. A customized 8 Video HD player uploaded to the Webpage which contains 8 additional small videos highlighting Alliances diverse capabilities and services

The marketing platform is the result of the development of a marketing strategy by RDIGlobal Services for Alliance and represents the professionalism and quality work which Alliance is capable of, augments your Corporate image and services, and can bring additional work and contracting opportunities to your Company for many years to come. With completion of and uploading of the webpage we have complied with and completed all webpage contractual requirements and are in the process of a final budget review.

We again request payment for the additional contracted video minutes of your Alliance Corporate Video (Close-out Invoice #Alli 4-24-12).

We are in receipt of payment for the 5 minute SEAA Marketing Video which has also been uploaded to Youtube to support you marketing outreach.

ALLIANCE RIGGERS SEAA POY MARKETING VIDEO HD©
http://www.youtube.com/watch?v=QOKRIIzy3NM

We are confident Alliance will benefit from your new webpage for many years to come.

Thank you.

Dr. Carlos Restrepo
P.O. Box 12066
El Paso, Texas 79912
(915) 581-2732

EXHIBIT H

RESEARCH, DEVELOPMENT AND/OR TECHNICAL ASSISTANCE AGREEMENT

1. **AGREEMENT** made this 11th day of March 2011 by and between DR. LINDA S. RESTREPO (hereinafter called CONSULTANT), having principal offices at P.O. Box 12066, El Paso, Texas 79912, and MR. PHILLIP H. CORDOVA, President, as Representative of ALLIANCE RIGGERS & CONSTRUCTORS (hereinafter called CLIENTS), with domicile at 1200 Kastrin, El Paso, Texas 79907.

2. **STATEMENT OF WORK:** The herein named CONSULTANT agrees to provide the following itemized services to CLIENT:

(a) To produce a Five minute High Definition Corporate Marketing Video for CLIENT to include professional English narration, graphics, music score, and signage.

(b) To produce an E-Commerce Internet Platform to include mounting the High Definition Corporate Marketing Video to the Internet Platform.

3. **TERMS AND CONDITIONS:**

(a) Video Sites located in El Paso, Texas to be filmed included Veterans Administration Parking Structure (in progress); Fort Bliss East completed Dinning Facilities and Brigade Buildings; UTEP completed buildings; El Paso Texas Tech University Medical Center completed buildings; Alliance Riggers Cranes site display. Other large Work in Progress sites within a 90 days of the contract performance dates to be negotiated on per site basis.

(b) Sites located outside of El Paso, Texas are not included and will be billed separately.

(c) For any elevated film takes Alliance will supply suitable safe and proper lift with operator.

(d) Client will be provided 100 HD DVD copies of the Corporate Marketing Video.

4. **SCHEDULE OF SERVICES:** The herein named CONSULTANT and the CLIENT hereby mutually agree that services to be rendered will begin upon the date of Agreement on the 11th of March 2011 pursuant to receipt of payment as stipulated below, and terminate within 90 days upon completion of the work effort. The CLIENT and CONSULTANT upon mutual accord reserve the right to extend the terms and conditions of this AGREEMENT.

5. **COMPENSATION:**

(a) As consideration for the Consulting Assistance herein named CLIENT agrees to reimburse CONSULTANT the total amount of $18,500.00 for the Corporate Video production payable as follows: $9,000.00 at signature of the Contract paid and received on the 11th of March 2011; $8,500.00 on the 11th day of April 2011, and a final payment of $1,000.00 due and payable upon completion of the video.

(b) CLIENT agrees to reimburse CONSULTANT the total amount of $4,500.00 for the production of the E-Commerce Internet Platform only if purchased in conjunction with the Corporate Video payable as follows: $3,500.00 at signature of the Contract; a final payment of $1,000.00 due and payable upon completion of the E-Commerce Internet Platform.

(c) All payments are to be made to the order of CONSULTANT Dr. Linda S. Restrepo.

(d) The CLIENT and CONSULTANT upon mutual accord reserve the right to extend the terms and conditions of this AGREEMENT and negotiate compensation as needed.

6. **ACCEPTANCE** - The CONSULTANT and the CLIENT agree to the services and terms as set forth in this AGREEMENT for the consideration stated herein.

Accepted this 11th Day of March 2011.

ALLIANCE RIGGERS & CONSTRUCTORS

PHILLIP H. CORDOVA

CONSULTANT:

DR. LINDA S. RESTREPO

IN THE COUNTY COURT AT LAW NUMBER 5
EL PASO COUNTY TEXAS

ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Cause No. 2012-DCV04523
	§	
LINDA S. RESTREPO and CARLOS E. RESTREPO	§	Defendants/CounterClaimants
B/A COLLECTIVELY RDI GLOBAL SERVICES	§	Request Jury Trial
and R&D INTERNATIONAL,	§	
	§	
Defendants	§	
_____	§	
	§	
LINDA S. RESTREPO and CARLOS E. RESTREPO	§	
Defendants/Counterclaimants,	§	
v.	§	
ALLIANCE RIGGERS & CONSTRUCTORS, LTD.,	§	
COLLECTIVELY EL PASO CRANE & RIGGING, Inc	§	
and CORDOVA ALLIANCE, LLC.	§	
Phillip Cordova, individually, jointly and severally and as	§	
the registered agent for Alliance Riggers &	§	
Constructors, LTD., and Cordova Alliance, LLC and	§	
El Paso Crane & Rigging, Inc.	§	
Phillip Pruett, individually, jointly and severally	§	
Melody Pruett, individually, jointly and severally	§	
Nick Delgado, individually, jointly and and severally	§	
Terry Stevens, individually, jointly and severally	§	
Paul D. Cordova, individually, jointly and severally	§	
Frank H. Cordova, individually, jointly and severally	§	
and as the registered agent for El Paso Crane &	§	
Rigging, Inc.	§	
Counter Defendants	§	

DEFENDANTS LINDA RESTREPO AND CARLOS RESTREPO'S
REQUEST FOR DISCLOSURE

TO:

1. Alliance Riggers & Constructors, LTD., having its principal place of business at 1200 Kastrin, El Paso, Texas 79907

DEFENDANTS/COUNTERCLAIMANTS REQUEST FOR DISCLOSURE

(a) the correct names of the parties to the lawsuit;

(b) the name, address, and telephone number of any potential parties;

(c) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);

(d) the amount and any method of calculating economic damages;

(e) the name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

(f) for any testifying expert;

(a) the expert's name, address, and telephone number;

(b) the subject matter on what the expert will testify;

(c) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding part, documents reflecting such information;

(d) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:

(a) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and

(b) the expert's current resume and bibliography;

(g) any indemnity and insuring agreements as described in Rule 192.3(f);

(h) any settlement agreements as described in Rule 192.3(g)

(i) any witness statements as described in Rule 192.3(h)

(j) in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

(k) in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medial records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party.

(l) the name, address, and telephone number of any person who may be designated as a responsible third party.

2. Phillip Cordova is being sued herein individually and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.
3. Phillip Pruett is being sued herein individually and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.

4. Melody Pruett is being sued herein individually and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907.

5. Nick Delgado is being sued herein individually and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.

6. Terry Stevens is being sued herein individually and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907.

7. Roberta Cordova is being sued herein individually and severally having her principal place of business at 1200 Kastrin, El Paso, Texas 79907.

8. Paul D. Cordova is being sued herein individually and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.

9. Frank H. Cordova is being sued herein individually and severally having his principal place of business at 1200 Kastrin, El Paso, Texas 79907.

10. El Paso Crane & Rigging, Inc. is a Domestic For-Profit Corporation having its principal place of business at 1200 Kastrin, El Paso, Texas 79907. Its registered agents are Frank Cordova, President, Director; and Phillip Cordova, Vice President, Director who may be served at 1200 Kastrin, El Paso, Texas 79907.

11. Cordova Alliance, LLC is an alleged Limited Liability Company having its principal place of business at 1200 Kastrin, El Paso, Texas 79907 and who may be served by serving its registered agent, Phillip Cordova at 1200 Kastrin, El Paso, Texas 7990.

Pursuant to Texas Rules of Civil Procedure 194, each and every Plaintiff/CounterDefendant listed above (1-10) are request to disclose, within thirty days (30) days of service of this Request the information or material described in Texas Rules of Civil Procedure 194.2.

Respectfully submitted,

Dated this 17th. day of April 2013.

Respectfully Submitted,

Carlos E. Restrepo, Pro Se
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