

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
CENTRO JUDICIAL DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE MAN
(A.K.A. MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); y la SOCIEDAD LEGAL
DE BIENES GANANCIALES COMPUESTA
POR AMBOS

Demandantes,

vs.

ADAM C. SINN; RAIDEN COMMODITIES,
L.P.; RAIDEN COMMODITIES 1 LLC;
ASPIRE COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; SINN LIVING
TRUST

Demandados

CASO NUM. D AC 2016-2144 (702)

SOBRE:

INCUMPLIMIENTO DE DEBER DE
FIDUCIA; INCUMPLIMIENTO DE
CONTRATO OPERATIVO;
INCUMPLIMIENTO DE CONTRATO DE
SOCIEDAD LIMITADA; DAÑOS Y
PERJUICIOS; MALA FE Y DOLO; MALA
FE EN LA CONTRATACIÓN;
ENRIQUECIMIENTO INJUSTO.

**MOCIÓN SOLICITANDO REMEDIOS PROVISIONALES
BAJO LA REGLA 56 DE LAS DE PROCEDIMIENTO CIVIL**

AL HONORABLE TRIBUNAL:

COMPARECEN las co-demandadas Raiden Commodities, L.P. (“Raiden LP”) y Aspire Commodities, L.P. (“Aspire LP”, conjuntamente con Raiden LP, las “Demandadas”), por conducto de la representación legal que suscribe, y, sujeto a la reserva jurisdiccional consignada en sus pasadas comparecencias, respetuosamente exponen, alegan y solicitan:

El demandante Patrick de Man (“señor de Man”) trabajó para las demandadas Raiden LP y Aspire LP. Habiendo dejado de trabajar para las Demandadas, el señor de Man se ha negado a devolver cierta propiedad de éstas, incluyendo información confidencial y secretos de negocios. El señor de Man no tiene ningún derecho sobre la propiedad de las Demandadas. En particular, no ostenta ningún derecho en función del cual esté autorizado a continuar poseyendo información confidencial y secretos de negocios de dichas entidades. Las acciones pasadas y presentes del señor de Man demuestran que existe una gran probabilidad de que éste utilice, explote o publique información de Raiden LP y/o Aspire LP con el propósito o el efecto necesario de causarle daños a éstas. Este Honorable Tribunal no debe permitir al señor de Man utilizar dicha información. En consecuencia, Aspire LP y Raiden LP respetuosamente solicitan que este Honorable Tribunal ordene al señor de Man entregar y devolver toda propiedad de las

Demandadas que esté en su posesión o bajo su control, incluyendo cualquier copia que pudiera existir que contenga información confidencial y/o secretos de negocios de dichas entidades.

I. INTRODUCCIÓN

El señor de Man trabajó para Aspire LP y Raiden LP. Asimismo, el señor de Man pasó de brindar servicios a ambas entidades a convertirse en un proveedor descontento que se apropió ilegalmente de propiedad de dichas entidades, borró información y documentación de las computadoras de sus ex compañeros de trabajo e incluso secuestró información propietaria de las entidades en cuestión, solicitando para su devolución una recompensa ascendente a un millón de dólares (\$1,000,000.00). El señor de Man también instó la *Demanda* de epígrafe contra Aspire LP y Raiden LP, y contra el principal de estas entidades, el señor Sinn, entre otros. En la *Demanda* que nos ocupa, el señor de Man reclama ser dueño de Aspire LP y Raiden LP aun cuando sabe que eso no es cierto.

En particular, el señor de Man impidió que los empleados de Aspire LP pudieran tener acceso a sus servidores. Posteriormente, el señor de Man requirió el pago de \$1,000,000.00 como condición para restablecer el acceso a dichos servidores. Además, el señor de Man ha publicado en las redes sociales múltiples comentarios falsos y difamatorios sobre Aspire LP, el Sr. Adam Sinn (“señor Sinn”) y los representantes legales de Aspire LP. El señor de Man también ha realizado comentarios difamatorios a terceros sobre el señor Sinn y el abogado interno de Aspire. Recientemente, el señor de Man ha comenzado a hacer negocios bajo el nombre “ruralroute3.holdings”, el cual es virtualmente idéntico a Rural Route 3 Holdings, LP (“RR3”), entidad que es dueña del noventa y nueve por ciento (99%) de Aspire LP. El único objetivo del señor de Man al utilizar dicho nombre de negocios es crear confusión en los mercados con tal de dar la impresión de que éste aún continúa afiliado a las Demandadas. Mediante estas acciones, pues, el señor de Man le ha causado, y continua causando, daños a RR3, Aspire LP y al señor Sinn.

El señor de Man, por otro lado, ha rehusado devolverle a Raiden LP y a Aspire LP la información confidencial y de secretos de negocios que obra en su poder ilegítimamente, incluyendo aquella información localizada en cierta computadora que Aspire LP compró para que el señor de Man la utilizara mientras era su empleado. La retención por parte del señor de Man de esta información amenaza con causarles daños inminentes y sustanciales a las

Demandadas. En caso de que se concedieran los remedios provisionales solicitados por la presente moción, el señor de Man no sufriría daño alguno; pero cualquier daño que presuntamente pudiera sufrir el señor de Man, cuya existencia se niega, sería mucho menor en comparación con la magnitud de daños a los que se exponen las Demandadas. Recuérdese que el señor de Man no tiene ningún derecho sobre la propiedad objeto de la presente solicitud, la cual le pertenece exclusivamente a Raiden LP y Aspire LP.

Según se desprende de los hechos antes mencionados y que se expresan en mayor detalle a continuación, es evidente, pues, que el señor de Man pretende causarle daños a Raiden LP y a Aspire LP de cualquier manera posible; ello es incontrovertible. Con tal de prevenir la ocurrencia de daños irreparables e inminentes, procede que se le ordene al señor de Man que entregue inmediatamente la propiedad de Raiden LP y Aspire LP, y que se le prohíba diseminar o utilizar la información confidencial que obra en su poder para su beneficio, en detrimento de los intereses de las Demandadas. En la alternativa, procedería que se le ordenara al señor de Man consignar ante este Honorable Tribunal la propiedad objeto de controversia, según se describe la misma más adelante.

II. HECHOS RELEVANTES

En aras de contextualizar la discusión ulterior, y para conveniencia de este Honorable Tribunal, a continuación se reseñan los hechos relevantes para dirimir la presente solicitud de remedios provisionales.

1. Aspire LP y Raiden LP son entidades que se dedican al comercio de valores relacionados a la generación y producción de energía eléctrica. Véase, *Sworn Statement of Adam Sinn*, copia de la cual se incluye como **Anejo I, ¶ 6**.

2. El señor de Man trabajó para Raiden LP y Aspire LP. Véase, **Anejo I, ¶ 7**.

3. Aspire LP comercia en el Intercontinental Exchange con productos financieros con ciertos términos de duración hasta su madurez –por ejemplo, un día, una semana o un mes—. Véase, **Anejo I, ¶ 8**.

4. Mediante la compra de dichos productos financieros, Aspire LP asume posiciones respecto al precio futuro de los mercados relevantes al final de la duración de los productos financieros en cuestión. Véase, **Anejo I, ¶ 8**.

5. Los periodos en los que se presentan mayores riesgos en el comercio de los valores que nos atañen, son el verano y el invierno, puesto que las condiciones climáticas fluctuantes producen variaciones en el mercado y la demanda de electricidad. Véase, **Anejo I, ¶ 9**.

6. Aspire LP ordinariamente enfrenta mayores riesgos en su gestión comercial a medida que se aproxima el mes de julio; julio de 2016 no fue distinto en este sentido. Véase, **Anejo I, ¶ 10**.

7. Para el 30 de junio de 2016, Aspire LP poseía ciertas posiciones estratégicas en el mercado las cuales había asumido meses antes y las cuales habrían de madurar pronto. Véase, **Anejo I, ¶ 10**.

8. El 30 de junio de 2016, el mercado comenzó a fluctuar inesperadamente, en detrimento de las inversiones de Aspire LP. Véase, **Anejo I, ¶ 10**.

9. La fluctuación inesperada del mercado acaecida a finales de junio de 2016 causó desasosiego entre los corredores de Aspire LP, debido al potencial efecto financiero adverso que podría sufrir dicha entidad como resultado de las posiciones estratégicas que había asumido en el mercado para aquel entonces. Véase, **Anejo I, ¶ 10**.

10. Las comunicaciones internas de Aspire LP el 30 de junio de 2016 y cerca de esa fecha reflejan el pánico generalizado que causó la fluctuación inesperada del mercado, puesto que Aspire LP se exponía a consecuencias financieras significativamente adversas si no lograba asumir otras posiciones en el mercado de inversiones. Véase, **Anejo I, ¶ 10**.

11. El señor de Man tenía acceso a dichas comunicaciones internas de Aspire LP. Véase, **Anejo I, ¶ 10**.

12. Como resultado del acceso del señor de Man a las comunicaciones internas de Aspire LP, éste sabía de los riesgos a los que se exponía Aspire LP y de las preocupaciones de los corredores de dichas entidades. Véase, **Anejo I, ¶ 11**.

13. El señor de Man sabía del efecto financiero adverso que Aspire LP sufriría si no cambiaba sus posiciones en el mercado. Véase, **Anejo I, ¶ 11**.

14. El señor de Man, por tanto, también sabía que podría ocasionarle daños sustanciales a Aspire LP si obstruía el acceso de sus corredores a los modelos y análisis de mercado para los días 2 y 3 de julio de 2016; actuando de esta forma, pues, estaría impidiendo

que éstos analizaran los riesgos de las posiciones asumidas por Aspire y procedieran a hacer los cambios correspondientes en función de las fluctuaciones del mercado. Véase, **Anejo I, ¶ 11.**

15. El señor de Man utilizó su computadora electrónica para acceder el sistema computarizado de Aspire LP y bloquear el acceso de los corredores de la compañía al mismo durante el fin de semana del 2 al 3 de julio de 2016. Véase, **Anejo I, ¶ 12.**

16. El señor de Man procuró beneficiarse de sus acciones, puesto que requirió que se le pagara una suma ascendente a \$1,000,000.00 como condición para restablecer el acceso al sistema computarizado de Aspire LP. Véase, **Anejo I, ¶ 13.**

17. El señor de Man restableció el acceso al sistema computarizado de Aspire LP únicamente cuando se le apercibió que se exponía a acciones legales por sus actuaciones. Véase, **Anejo I, ¶ 13.**

18. Luego de su separación como empleado de Aspire LP, el señor de Man ha intentado ocasionarle daños a ésta a través de la publicación en las redes sociales de múltiples comentarios negativos sobre Aspire LP, el representante legal de dicha entidad y sobre el principal de la misma, el señor Sinn. Véase, **Anejo I, ¶ 14.**

19. El señor de Man también ha hecho comentarios difamatorios a terceros sobre el señor Sinn y sobre otras entidades afiliadas a éste, las cuales no tienen ninguna relación con Aspire LP y/o Raiden LP. Véase, **Anejo I, ¶ 15.**

20. Por ejemplo, en comunicaciones electrónicas, el señor de Man le dijo a terceros, sin que éstos tuvieran alguna relación con él, Aspire LP o Raiden LP, que el señor Sinn estaba intentando robarle su dinero y que no se podía confiar en el señor Sinn. Véase, **Anejo I, ¶ 15.**

21. El señor de Man le dijo a los presentes en una fiesta de cumpleaños en Puerto Rico que el señor Sinn era un fraude y que pronto sería encarcelado. Véase, **Anejo I, ¶ 15.**

22. Al publicar cierta información en determinada red social, el señor de Man indirectamente amenazó a un empleado de Aspire LP. Véase, **Anejo I, ¶ 15.**

23. Los intentos del señor de Man de ocasionarle daños a Raiden LP y a Aspire LP continúan hasta el presente. Véase, **Anejo I, ¶ 16.**

24. RR3 es quien aporta el capital que sustenta las operaciones de Aspire LP. Véase, **Anejo I, ¶ 16.**

25. En caso de que Aspire LP necesitara algún capital, éste provendría de RR3, quien es socio limitado de Aspire LP con un 99% de participación. Véase, **Anejo I**, ¶¶ 4, 16.

26. El nombre de RR3 no guarda ninguna relación a los negocios a los que se dedica, ni a los de Aspire LP ni a ningún otro negocio, mercado o vía de intercambio. Véase, **Anejo I**, ¶ 16.

27. El nombre de RR3 proviene de una carretera rural en el estado de Illinois, en la cual el señor Simm creció. Véase, **Anejo I**, ¶ 16.

28. RR3 ha estado haciendo negocios bajo ese nombre desde el 19 de abril de 2012. Véase, **Anejo I**, ¶ 16.

29. El señor de Man ha invertido conjuntamente con RR3 en al menos un proyecto, por lo que regularmente intercambia correos electrónicos con los representantes de RR3, quienes usan el nombre de dominio (*domain name*) “ruralroute3holdings.com”. Véase, **Anejo I**, ¶ 17.

30. El 22 de junio de 2017, se registró el nombre de dominio “ruralroute3.holdings”. Véase, **Anejo I**, ¶ 18.

31. El nombre de dominio registrado el 22 de junio de 2017 (“ruralroute3.holdings”) incluye el nombre comercial y la marca de RR3 además de ser virtualmente idéntico al nombre de dominio de RR3; la única diferencia entre ambos es la colocación de un punto entre el número “3” y la letra “h”. Fonéticamente ambos son idénticos. Véase, **Anejo I**, ¶ 18.

32. El 23 de junio de 2017, con relación a cierto negocio en el cual tanto RR3 como el señor de Man participan, éste se identificó con el nombre de dominio “ruralroute3.holdings”. Véase, **Anejo I**, ¶ 19.

33. Así, el señor de Man se copió a sí mismo en un correo electrónico en el cual, utilizando el correo electrónico “Patrick@ruralroute3.holdings.com”, le instruyó a sus interlocutores que tomaran nota de su nuevo correo electrónico. Véase, **Anejo I**, ¶ 19.

34. El señor de Man no tiene ningún interés, ni nunca ha reclamado tenerlo, en RR3. Véase, **Anejo I**, ¶ 19.

35. El señor de Man no tiene ninguna relación con los negocios de RR3. Véase, **Anejo I**, ¶ 19.

36. El señor de Man ha utilizado el nombre de dominio “ruralroute3.holdings” para propósitos ilegítimos y de mala fe. Véase, **Anejo I**, ¶¶ 17-19.¹

37. Durante el tiempo que fue empleado de Aspire LP, dicha entidad compró una computadora electrónica Dell para que el señor de Man la utilizara en el descargo de sus obligaciones como empleado de Raiden LP y Aspire LP. Dicha computadora electrónica en efecto fue utilizada por el señor de Man en el desempeño de sus funciones. Véase, **Anejo I**, ¶ 20.

38. El señor de Man regularmente le mostró o envió al señor Sinn información almacenada por el señor de Man en la computadora electrónica Dell, tal y como modelos de inversión, análisis de mercado, información mostrando el desempeño histórico de Aspire LP y Raiden LP, y otra información que, de publicarse, podría ocasionarle daños sustanciales a Raiden LP y Aspire LP, puesto que supondría la divulgación de valiosas estrategias comerciales y de mercado. Véase, **Anejo I**, ¶ 20.

39. El señor de Man también poseyó información relacionada a los salarios de los empleados de Aspire LP, comunicaciones producto del trabajo de Aspire LP y Raiden LP, así como otras comunicaciones abogado-cliente relacionada a litigios atinentes a dichas entidades. Véase, **Anejo I**, ¶ 20.

40. Por ejemplo, bajo un archivo intitulado “Raiden Transmission”, el señor de Man tuvo posesión de información relacionada a las operaciones de Raiden LP y a la tributación del señor Sinn. Véase, **Anejo I**, ¶ 20.

41. Aun cuando el señor de Man terminó su relación laboral con Raiden LP y Aspire LP, éste nunca le devolvió a dichas entidades la computadora electrónica que Aspire LP le había comprado para que desempeñara sus labores profesionales. Véase, **Anejo I**, ¶ 21.

42. Más importante aún, el señor de Man tampoco le ha devuelto a Raiden LP ni a Aspire LP la información confidencial almacenada en la computadora electrónica en cuestión o en posesión del señor de Man, la cual contiene información relativa a los negocios de dichas entidades. Véase, **Anejo I**, ¶ 21.

¹ Conviene destacar que RR3 presentó una demanda en el Tribunal de Distrito de los Estados Unidos para el Distrito de Puerto Rico, en la cual alegó que el uso por el señor de Man del nombre de dominio “ruralroute3.holdings” infringe el *Lanham Act* y constituye un supuesto de competencia desleal. Véase, Caso Civil Núm. 17-1948 (JAG). Se incluye como **Anejo II** copia de la susodicha demanda. Asimismo, RR3 ha comenzado el proceso administrativo correspondiente de conformidad con las reglas intituladas *Rules for Uniform Domain Name Dispute Resolution Policy*. En virtud de dicho procedimiento administrativo se está solicitando que el nombre de dominio “ruralroute3.holdings” sea transferido a RR3 o, en la alternativa, se cancele. Se incluye como **Anejo III** copia de la reclamación administrativa correspondiente.

43. Así las cosas, actualmente el señor de Man está en posición de utilizar información confidencial y propiedad de Raiden LP y de Aspire LP para competir con éstas; causarles daño y para enriquecerse a costa de la explotación de la información confidencial de Aspire LP y Raiden LP. Véase, **Anejo I**, ¶ 22.

III. DISCUSIÓN

Como se discutirá, no existe ninguna razón para que el señor de Man continúe poseyendo información confidencial y cualquier propiedad de Aspire LP y/o de Raiden LP. Estas entidades no tienen por qué exponerse al riesgo de que el señor de Man pueda utilizar, vender o explotar de otra forma, para su propio beneficio, la información confidencial y la propiedad en cuestión. Tal y como se desprende de la reseña fáctica que antecede, no cabe duda que existe una gran posibilidad de que el señor de Man actúe de esta forma.

A. Estándar bajo la Regla 56 de las de Procedimiento Civil

La Regla 56 de las de Procedimiento Civil, 32 L.P.R.A. Ap. V, R. 56, faculta a los tribunales, entre otras cosas, a expedir una orden de hacer o desistir de hacer como orden provisional en aseguramiento de sentencias. Este tipo de orden, según nuestro Tribunal Supremo, cumple un propósito análogo al del *injunction* preliminar. Véase, Asoc. Vec. V. Caparra v. Asoc. Fom. Educ., 173 D.P.R. 304, 320 (2008). Con relación a la orden para hacer o desistir de hacer, la Regla 56.5 de las de Procedimiento Civil dispone lo siguiente:

No se concederá ninguna orden bajo esta Regla 56.5 para hacer o desistir de hacer cualquier acto específico, sin una notificación a la parte adversa, a menos que aparezca claramente de los hechos específicos acreditados por declaración jurada que la parte solicitante sufrirá perjuicios, daños o pérdidas irreparables, o que se demuestre la existencia de circunstancias extraordinarias o que tenga la probabilidad de prevalecer mediante prueba documental fehaciente, antes de notificarse y de celebrarse una vista sobre la solicitud. Dicha orden *ex parte* será efectiva al notificarse. Cualquier parte afectada podrá, en cualquier tiempo, presentar una moción para que se modifique o anule la orden y dicha moción se señalará para vista en la fecha más próxima posible y nunca más tarde de cinco (5) días de haberse presentado la moción y tendrá precedencia sobre todos los demás asuntos. A los propósitos de dicha vista, una notificación de dos (2) días a la parte que obtuvo la orden, o la notificación más corta que el tribunal prescriba, será suficiente.

32 L.P.R.A. Ap. V, R. 56.5. Al interpretar la referida Regla 56.5, nuestro Tribunal Supremo expresó que el historial legislativo de ésta “demuestra que . . . asentó en nuestro ordenamiento el *injunction* preliminar como un mecanismo en aseguramiento de sentencia que está disponible en todo tipo de pleito, sin importar la naturaleza de la obligación de la que se trate”. Asoc. Vec. V. Caparra, 173 D.P.R. en la pág. 317.

Dado que las órdenes para hacer o desistir de hacer al amparo de la Regla 56.5 de las de Procedimiento Civil están íntimamente relacionadas a la figura del *injunction* preliminar, conviene repasar someramente los criterios normativos que, de ordinario, condicionan su expedición. Nuestro Tribunal Supremo, por su parte, ha indicado que, al evaluar una solicitud para que se expida un *injunction* preliminar –en este caso, una orden para hacer o desistir de hacer–, los tribunales deberán tomar en consideración una serie de factores, a saber:

(1) [L]a naturaleza de los daños que pueden ocasionarse a las partes de concederse o denegarse el *injunction*; (2) la irreparabilidad del daño o la existencia de un remedio adecuado en ley; (3) la probabilidad de que la parte promovente prevalezca eventualmente al resolverse el litigio en su fondo; (4) la probabilidad de que la causa se torne académica de no concederse el *injunction* y, sobre todo, (5) el posible impacto sobre el interés público del remedio que se solicita.

Ind. P.R. v. J.P. y A.A.A., 142 D.P.R. 656, 680 (1997). Véase, también, Asoc. Vec. V. Caparra, 173 D.P.R. a la pág. 319; Mun. de Ponce v. Gobernador, 136 D.P.R. 776, 784 (1994); P.R. Telephone Co. v. Tribunal Superior, 103 D.P.R. 200, 202 (1975).

Por último, es preciso no perder de vista los principios generales que han de guiar la expedición de remedios provisionales en nuestro ordenamiento. Así, la Regla 56.1 de las de Procedimiento Civil, sobre este particular, dispone lo siguiente:

En todo pleito antes o después de sentencia, por moción de la parte reclamante, el tribunal podrá dictar cualquier orden provisional que sea necesaria para asegurar la efectividad de la sentencia. El tribunal podrá conceder el embargo, el embargo de fondos en posición de un tercero, la prohibición de enajenar, la reclamación y *entrega de bienes muebles*, la sindicatura, una orden para hacer o desistir de hacer cualesquiera actos específicos, o podrá ordenar cualquier otra medida que estime apropiada, según las circunstancias del caso. En todo caso en que se solicite un remedio provisional, el tribunal considerará los intereses de todas las partes y dispondrá según requiera la justicia sustancial.

32 L.P.R.A. Ap. V, R. 56.1 (énfasis suplido). De particular interés para el caso que nos ocupa, de una lectura de la disposición reglamentaria recién citada se desprende que, al amparo de la misma, este Honorable Tribunal no solo está facultado para emitir una orden para hacer o desistir de hacer, sino que, también, está autorizado a ordenar la entrega de bienes muebles. Nótese, además, que, tal y como se adujo en la *Reconvención Enmendada*, esta autoridad procesal para compeler la entrega de bienes muebles apropiados ilegalmente se hace eco del Artículo 393 del Código Civil, el cual consagra una acción reivindicatoria para este tipo de bienes y situaciones. Véase, 31 L.P.R.A § 1479; Municipio de Cayey v. Soto Santiago, 131 D.P.R. 304, 315 (1992).

B. El señor de Man no tiene ningún derecho respecto a la información confidencial y propietaria de Raiden LP ni de Aspire LP

Un análisis de los hechos pertinentes al caso de epígrafe a través del crisol antes expuesto necesariamente lleva a la conclusión de que los remedios provisionales solicitados por las Demandadas son procedentes, como cuestión de derecho. En primer lugar, nótese que los hechos aducidos en apoyo de la presente solicitud han sido debidamente probados y acreditados mediante una declaración jurada, suscrita por una persona con propio y personal conocimiento sobre los mismos. Véase, **Anejo I**. Este método probatorio, de otra parte, está expresamente contemplado en las normas procesales que regulan la concesión de remedios provisionales. Véase, 32 L.P.R.A. Ap. V, R. 56.5. Asimismo, conforme a los hechos establecidos, no cabe duda de que el señor de Man se apropió ilegalmente de propiedad e información perteneciente a las Demandadas, por lo que procede que este Honorable Tribunal le ordene de inmediato la restitución de la misma y le prohíba divulgar cualquier información confidencial y/o que contenga secretos de negocios pertenecientes a las Demandadas.

En lo que respecta los bienes muebles cuya devolución se solicita, éstos, según se describen en la *Reconvención Enmendada*, son los siguientes:

1. Dos monitores marca Dell, modelo U33011.
2. Una bocina Dell (*soundbar*), modelo AY511.
3. Una computadora electrónica marca Dell, modelo XPS9100.
4. Una tarjeta inalámbrica (*wireless card*), modelo D-Link DWA-556.

Véase, *Reconvención Enmendada*, ¶ 77. Tal y como se ha señalado en el presente escrito, el señor de Man no tiene ningún derecho sobre los bienes antes descritos. Por consiguiente, procede que éste devuelva éstos cuanto antes, dado que las Demandadas han sido privadas de los mismos ilegalmente.

De igual manera, el señor de Man no tiene ningún derecho a continuar en la posesión de la información confidencial perteneciente a Aspire LP o Raiden LP, a saber: información relacionada a los salarios de los empleados de Aspire LP, comunicaciones producto del trabajo de Aspire LP y Raiden LP, comunicaciones abogado-cliente relacionadas a litigios atinentes a dichas entidades, información relacionada a las operaciones de Raiden LP y a la tributación del señor Sinn.

Si bien lo anterior es suficiente para que este Honorable Tribunal dirima la procedencia de los remedios solicitados, es imperativo señalar que, en este caso, se satisfacen todos y cada

uno de los criterios que han de guiar la expedición de órdenes para hacer o desistir de hacer, en tanto y en cuanto dichos criterios son virtualmente análogos a los del *injunction* preliminar.

La denegatoria de los remedios solicitados por las Demandadas expone a éstas a daños reales, inminentes, palpables y significativos, los cuales afectarían adversamente sus gestiones comerciales. En esencia, el señor de Man tiene en su poder propiedad tangible e intangible, incluyendo información sensitiva, de carácter confidencial y/o secretos de negocios. Asimismo, la concesión de los remedios solicitados no le causaría ningún perjuicio al señor de Man, puesto que éste, como se dijo, no tiene ningún interés sobre los bienes muebles cuya devolución se solicita. El señor de Man tampoco tiene algún interés propietario sobre la información confidencial y los secretos de negocios de las Demandadas.

De otro lado, la potencial divulgación de esta información o su uso en detrimento de los intereses de las Demandadas, sin lugar a dudas, les causaría a éstas daños irreparables, toda vez que afectaría adversamente su valorización comercial y su capacidad de hacer negocios efectivamente. Además, un examen de las alegaciones aquí expuestas, así como de los hechos aducidos en la declaración jurada del señor Sinn, es suficiente para corroborar la alta probabilidad –por no decir certeza– de que las Demandadas prevalezcan en los méritos de este particular. Es innegable que las acciones del señor de Man han atentado contra los intereses de las Demandadas causándoles daños considerables. De hecho, el mero acto de privar a las Demandadas de su propiedad constituye un daño significativo en sí mismo, pero a ello se le añade el daño potencial que ocasionaría la divulgación de información confidencial y de secretos de negocios perteneciente a Aspire LP y Raiden LP.

En fin, en consideración del cúmulo de razones precedentes, procede que este Honorable Tribunal conceda la presente solicitud y, en consecuencia, le ordene al señor de Man que devuelva inmediatamente toda propiedad de las Demandadas que obre en su poder. Asimismo, procede que este Honorable Tribunal le prohíba al señor de Man divulgar cualquier información confidencial y/o secreto de negocios de las Demandadas. En la alternativa, se solicita que se le ordene al señor de Man consignar toda propiedad de las Demandadas ante este Honorable Tribunal incluyendo la información confidencial contenida en la misma.

IV. CONCLUSIÓN Y SÚPLICA

El señor de Man ha demostrado un interés inusitado en causarle daño a Aspire LP cada vez que la oportunidad se le presenta. Incluso, el señor de Man ha llegado al extremo de crear la falsa impresión de que sigue asociado a las Demandadas, al copiar el nombre de una de las afiliadas de ésta, a saber, RR3. El señor de Man no tiene ningún derecho sobre la información confidencial y la propiedad de Aspire LP ni de Raiden LP. Este Honorable Tribunal no debe permitir que el señor de Man pueda utilizar la información perteneciente a las Demandadas en contra de éstas. Por consiguiente, este Honorable Tribunal le debe ordenar al señor de Man que devuelva inmediatamente toda la propiedad e información de las Demandadas que obra en su poder.

EN MÉRITO DE LO EXPUESTO, las Demandadas respetuosamente solicitan que este Honorable Tribunal declare con lugar la presente solicitud y, en consecuencia, le ordene al Sr. Patrick de Man que devuelva inmediatamente toda propiedad de Raiden LP y/o Aspire LP que obre en su poder, incluyendo aquella descrita en la presente solicitud. Asimismo, las Demandadas solicitan respetuosamente que este Honorable Tribunal le prohíba al señor de Man divulgar cualquier información confidencial y/o secreto de negocios de Raiden LP y/o Aspire LP. En la alternativa, respetuosamente se solicita que el Sr. Patrick de Man deposite en este Honorable Tribunal toda propiedad de Raiden LP y/o Aspire LP hasta tanto se resuelva el caso de epígrafe definitivamente.

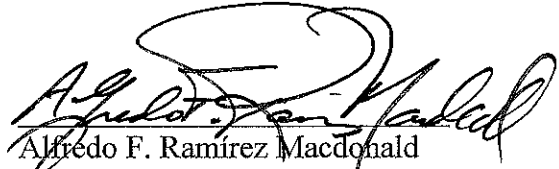
RESPETUOSAMENTE SOMETIDA.

En San Juan para Bayamón, Puerto Rico a 7 de agosto de 2017.

CERTIFICO haber enviado copia fiel y exacta del presente escrito por correo ordinario y correo electrónico al **Lcdo. Roberto A. Cámara Fuertes**, rcamara@ferraiuoli.com; y al **Lcdo. Jaime A. Torrens Dávila**, jtorrens@ferraiuoli; ambos de Ferraiuoli, LLC, PO Box 195168, San Juan, Puerto Rico 00919-5168.

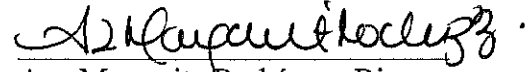
O'NEILL & BORGES LLC
Abogados de los Demandados
Ave. Muñoz Rivera 250, Ste. 800
San Juan, PR 00918-1813
Teléfono: 787-764-8181
Telefax: 787-753-8944

Por:



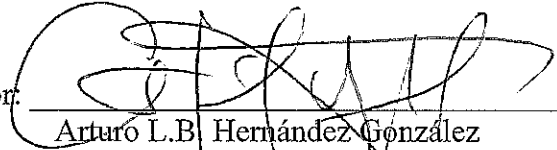
Alfredo F. Ramírez Macdonald
Núm. de Tribunal Supremo 8882
alfredo.ramirez@oneillborges.com

Por:



Ana Margarita Rodríguez Rivera
Núm. de Tribunal Supremo 16195
ana.rodriguez@oneillborges.com

Por:



Arturo L.B. Hernández González
Núm. de Tribunal Supremo 20347
arturo.hernandez@oneillborges.com

COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMÓN JUDICIAL CENTER

PATRICK A.P. DE MAN; MIKA DE MAN
(A/K/A MIKA KAWAJIRI-DE MAN OR
MIKA KAWAJIRI); and the COMMUNITY
PROPERTY PARTNERSHIP COMPRISED
BY BOTH,

Plaintiffs,

v.

ADAM C. SINN; RAIDEN
COMMODITIES, L.P.; RAIDEN
COMMODITIES 1 LLC; ASPIRE
COMMODITIES, L.P.; ASPIRE
COMMODITIES 1, LLC; and SINN
LIVING TRUST,

Defendants.

CIVIL NO.: D AC 2016-2144 (702)

RE:

BREACH OF FIDUCIARY DUTY;
BREACH OF OPERATING CONTRACT;
BREACH OF LIMITED PARTNERSHIP
CONTRACT; DAMAGES; BAD FAITH
AND DOLUS; BAD FAITH IN
CONTRACTING; UNJUST
ENRICHMENT

SWORN STATEMENT OF ADAM SINN

I affirm under the penalties for perjury the truth of the following representations:

1. I am an adult of sound mind, competent to testify to the matters in this Sworn Statement.
2. Except where obvious from the context, I have personal knowledge of the facts asserted in this Sworn Statement.
3. At all times relevant to this case I have been the sole owner of Aspire Commodities 1, LLC ("Aspire 1"), the general partner and 1% limited partner of Aspire Commodities, LP ("Aspire").
4. I am also the trustee of the Gonemaroon Living Trust, which is the manager of the general partner of Rural Route 3 Holdings, LP ("RR3"). RR3 is the 99% limited partner of Aspire.
5. I am also the sole voting member Raiden Commodities 1, LLC ("Raiden 1"), which is the general partner and 1% limited partner of Raiden Commodities, LP ("Raiden"). Gonemaroon Living Trust is the 99% limited partner of Raiden.
6. Aspire and Raiden trade financial products tied to the generation and transmission of electricity.
7. Patrick de Man worked for Raiden and Aspire.

8. Aspire primarily trades financial products on the Intercontinental Exchange that have certain durations to maturity – e.g. a day, a week, a month. Through its purchase of such financial products, Aspire takes positions regarding the future price of the relevant electricity market(s) at the end of those durations.

9. Summer and winter seasons expose Aspire to the highest trading risks due to fluctuating weather patterns and thus fluctuating electricity demands.

10. Aspire normally faces its highest trading risk heading into the start of July, and July 2016 was no different. On June 30, 2016, Aspire held trading positions strategically entered months earlier which were approaching maturity. On June 30 the market began a significant shift, adverse to Aspire's trading positions. That unexpected shift caused extreme stress and worry among Aspire's traders, including me, regarding the potential adverse financial consequences to Aspire as a result of its existing trading positions. Our group communications reflected our panic about the significant adverse financial circumstances Aspire faced as a result of the market shift if its positions did not change. Patrick de Man had access to those communications.

11. As a result of his access to Aspire's internal trading communications, Mr. de Man knew Aspire's level of risk and of the traders' worry regarding Aspire's existing trading positions. He also knew the financial stress Aspire faced going into resumed trading the next week if its positions were not changed. Mr. de Man therefore knew he could cause Aspire significant harm by preventing us -- i.e. Aspire's traders -- from accessing our models and analytics on the weekend of July 2-3; by doing so, he would prevent us from analyzing Aspire's risk and rationally changing its positions in response to the market shift.

12. With that knowledge, Mr. de Man locked Aspire's traders out of Aspire's system and away from our research on the weekend of July 2-3.

13. Mr. de Man then attempted to benefit from his actions. He demanded that Aspire pay him \$1,000,000 to restore Aspire's access to its own computers. He restored Aspire's access only after Aspire threatened legal action against him. Attached as Ex. A are copies of certain communications with Mr. de Man on this topic.

14. Subsequent to his separation from Aspire, Mr. de Man has attempted to harm Aspire further by posting on social media sites multiple negative statements and comments about

Aspire, Aspire's counsel, and me. Representative copies of Mr. de Man's postings are attached as Ex. B.

15. Mr. de Man has also made derogatory statements about me and others affiliated with me and/or Aspire to third parties, who have no relationship to Aspire or Raiden. For example, in electronic communications I read, he told my friends, who are completely unaffiliated with Mr. de Man, Aspire or Raiden, that I am trying to steal his money and cannot be trusted. He told attendees at a child's birthday party in Puerto Rico that I am a fraud and will be going to jail soon. In a posting on a social media site, Mr. de Man indirectly threatened an Aspire employee.

16. Mr. de Man's efforts to harm Aspire and Raiden, and those persons associated with those entities, continue to this day. RR3 is the capital behind Aspire. If Aspire were to need capital, it would necessarily come from RR3. RR3's name has no relationship to its business, Aspire's business or any other business, market or channel of trade. Its name comes from the country road in Illinois on which I grew up. RR3 has been doing business under the same name since April 19, 2012.

17. Mr. de Man has invested jointly with RR3 in at least one project and thus he regularly receives and sends emails to RR3 representatives who use the "ruralroute3holdings.com" domain name.

18. On June 22, 2017, the domain name "ruralroute3.holdings" was registered. *See Ex. C*. That domain name includes RR3's tradename and mark; the only difference from RR3's domain name is the insertion of a period between the number 3 and letter "h." The two are phonetically identical.

19. On June 23, 2017, in connection with a business in which both RR3 and Mr. de Man participate, Mr. de Man identified his association with the domain name "ruralroute3.holdings." He copied himself on an email, using the email address "Patrick@ruralroute3.holdings" and instructed the others on that email to "[p]lease note my new email address." *See Ex. D*. Mr. de Man has no interest in, and has never claimed an interest in RR3. Mr. de Man has nothing to do with RR3's business.

20. During Mr. de Man's employment, Aspire purchased a Dell computer for Mr. de Man to use in his work for Aspire and Raiden, which he did. Mr. de Man regularly showed or emailed me information he had stored on the Dell computer Aspire purchased, such as trading


models, market price analyses, information showing Aspire's and Raiden's historical performance and other information that if published would reveal Aspire's and Raiden's successful trading strategies and would harm both entities. Mr. de Man also possessed on his company-purchased computer: Aspire employee salary information; Aspire and Raiden litigation work product and attorney-client communications relating to other Aspire/Raiden litigation; information in a "Raiden Transmission" file containing data relevant to Raiden's ongoing operations; and, my person tax return information (collectively "Aspire Confidential Information").

21. Despite his employment separation, Mr. de Man has never returned to Aspire or Raiden the computer Aspire purchased. He also has never returned to Aspire or Raiden the Aspire Confidential Information on that computer or otherwise in Mr. de Man's possession and relating to Aspire's and Raiden's businesses or my personal tax information.

22. Mr. de Man can currently use the Aspire Confidential Information to compete with Aspire and Raiden, to injure Aspire or Raiden by disclosing their confidential information and confidential, privileged communications, to injure me by disclosing my personal tax information, and to unjustly gain from exploitation of Aspire's and Raiden's confidential information.

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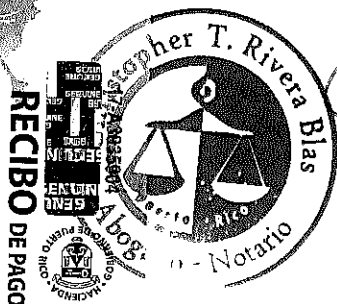
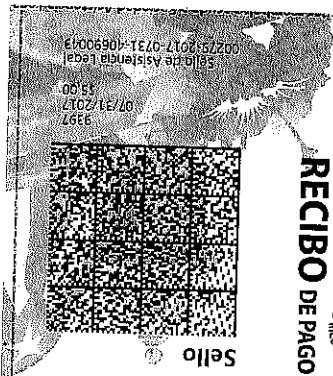
IN WITNESS WHEREOF, I execute this Sworn Statement in Dorado, Puerto Rico, on August 2, 2017.


ADAM SINN

Affidavit No. 02

Sworn and subscribed before me by Adam Sinn, of legal age, single, business owner and resident of the Municipality of Dorado, Puerto Rico whom I have identified through Passport Number 468061609 in Dorado, Puerto Rico, on this second day of August, 2017.

In San Juan, Puerto Rico, on this 2th day of August, 2017.



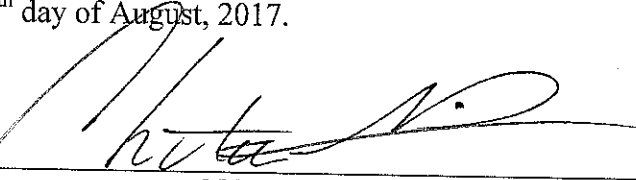

NOTARY PUBLIC

Exhibit A

From: Patrick de Man <pat.deman@gmail.com>
Sent: Saturday, July 02, 2016 12:19 PM
To: Barry Hammond
Cc: asinn@raidencommodities.com
Subject: RE: Thank you

It's weekend and I am not working.

So, I will do that on Tuesday morning, as soon as I receive the wire transfer from Raiden Commodities LP with the following that is owed to me:

- 1) \$690,847, which is the remainder of the funds reported on my K-1 of 2015 (Out of the \$890,847, Adam wired me \$200k in April)
- 2) \$120k, which is my share of YTD P/L, after expenses and salary already paid to me, of course
- 3) \$200k of PnL from PJM. This is my 20% share of about \$1M locked in capital gains that will be paid out from now until May 2017

All these are based on previous agreements, altogether \$1,010,847.
There is nothing in these amounts that does not belong to me.

Withholding these funds directly threatens the livelihood of my family, and I feel a lot more at ease when we clear this hurdle in our further discussions about a separation.

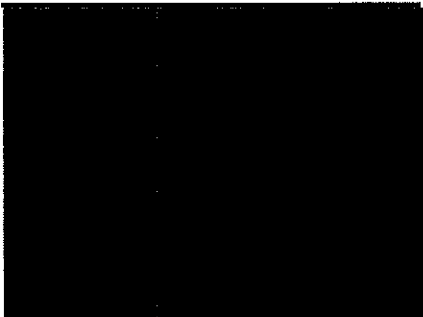
I asked nicely that I wanted this to happen civilized, but Adam pushed me in a corner by refusing to transfer my money and 'expecting' me to hand over 'job duties'.

At both Lehman and Sempra when they wanted me to stick around to work on guiding the business to a smooth closing or transition, they compensated me handsomely for my time.

Here I am being bullied and extorted in an attempt to accomplish the same. Very disappointing, and I will not accept that.

These are the wire instructions:

Wire funds to
Routing number
For credit to
Account number
For the benefit of
For final credit to
Address



Thanks,
Patrick.

From: Barry Hammond [mailto:Barry@ruralroute3holdings.com]
Sent: Saturday, July 2, 2016 10:39 AM
To: deman@alum.mit.edu

Cc: asinn@raidencommodities.com
Subject: Re: Thank you

Patrick -

The email address for the owner for the aspire and raiden Dropbox has been changed to your gmail account and everyone else's access has been removed. Please login, reauthorization everyone and add me as an administrator on the account.

Thank you,

Barry

Barry M. Hammond, Jr.
Rural Route 3 Holdings
Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

On Sat, Jul 2, 2016 at 9:37 AM -0500, "Patrick de Man" <pat.deman@gmail.com> wrote:

Goodmorning,

Let me check. I noticed last night someone tried to login into my Dropbox account. Then, there was an attempt to reset my password. The failed login attempt was coming from an IP address in Houston. Are you messing around in the account?

Patrick.

From: Barry Hammond [<mailto:Barry@ruralroute3holdings.com>]
Sent: Saturday, July 2, 2016 8:14 AM
To: deman@alum.mit.edu
Cc: asinn@raidencommodities.com
Subject: Re: Thank you

Patrick,

Adam received the following email from Dropbox notifying him that he has been suspended from accessing the Aspire/Raiden Dropbox:



From: Dropbox <no-reply@dropbox.com>
Date: July 2, 2016 at 1:52:26 AM EDT
To: asinn@aspirecommodities.com
Subject: Your administrator has suspended your Aspire Dropbox account



Hi Adam,

Your administrator has suspended your Aspire Dropbox account. You'll no longer have access to the account, and the files in your Aspire Dropbox will stop syncing. If you have any questions, please contact your administrator.

Thanks,
- The Dropbox Team

I'm not sure why this would have happened? Adam did not lock you out of accessing Dropbox, and he should not be locked out of it either. He's never intended for you to be without those files.

Did you do this? If so, we need Adam to be set up as the owner and administrator of the account.

Barry

Barry M. Hammond, Jr.
Rural Route 3 Holdings
Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

On Fri, Jul 1, 2016 at 9:27 PM -0500, "Barry Hammond" <Barry@ruralroute3holdings.com> wrote:

Patrick,

I don't know that I said anything about July 31 - and again, your compensation is a discussion for you and Adam. If I was part of any conversation, it was either to be there to help understand your concerns or to understand the envisioned structure of any separation. And at that breakfast meeting it was stated multiple times that I would work with you to document any such separation. You will receive those documents to review next week.

Thank you,

Barry Hammond

Barry M. Hammond, Jr.
Rural Route 3 Holdings
Email: Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660

From: Patrick de Man <pat.deman@gmail.com>
Sent: Friday, July 1, 2016 9:23:18 PM
To: Barry Hammond
Cc: asinn@aspirecommodities.com
Subject: RE: Thank you

Barry,

Multiple times I have directed issues regarding compensation to Adam. But those have been ignored. There was never a follow-up.

You say these are discussion for me and Adam? Then why were you participating in this conversation a few weeks ago during breakfast?

I laid out the situation, and neither you nor him thought it was reasonable to compensate me for my efforts. Instead, you 'expect' me to perform my 'duties', trying to squeeze out some more free work by holding me hostage by not wiring the funds that have already been reported on tax forms.

The 'normal' course of performance for me has always been that I ask Adam, and that he wires me the funds that are my share of the P/L.

I understand that the other guys have a contract where a payment schedule is specified, but I don't. I didn't get a distribution on January 31 this year, which is the 'normal' in those contract you refer to.

So, why should I now have to wait until the 'normal' July 31?

Patrick.

From: Barry Hammond [<mailto:Barry@ruralroute3holdings.com>]

Sent: Friday, July 1, 2016 10:09 PM

To: deman@alum.mit.edu

Cc: asinn@aspirecommodities.com

Subject: Re: Thank you

Patrick,

Any issues with your compensation can and should be directed at Adam, those decisions are above my paygrade. But if you are saying that your payroll did not get deposited, please let me know. I processed the payroll using the contact you gave me in PR.

I am drafting your separation paperwork and I understand that you will be paid in the normal course of performance - your decision to leave the company has not accelerated that payment schedule, from what I understand. But again, these are discussions for you and Adam, those are not my decisions. I am just merely processing requests and assuming responsibilities.

Thank you,

Barry Hammond

Barry M. Hammond, Jr.

Rural Route 3 Holdings

Email: Barry@ruralroute3holdings.com

O: (832) 819-1020

M: (713) 634-8660

From: Patrick de Man <pat.deman@gmail.com>

Sent: Friday, July 1, 2016 9:00:01 PM

To: Barry Hammond

Cc: asinn@aspirecommodities.com

Subject: RE: Thank you

Hi Barry,

I thought that GoDaddy had problems with email, so that explains that.

Please explain what my job duties are.

I am a trader and I am truly puzzled why you and Adam keep expecting me to provide my time without any compensation.

I would really appreciate a transfer on Tuesday of the remainder of what was reported on my K-1 form. That was reported for tax purposes and I see no reason why you would hold that back. If you choose to do so, you are really upsetting me. There is more P/L on the way for this year, and that can be held back and wrapped up in a separation agreement.

Thanks,
Patrick.

From: Barry Hammond [mailto:Barry@ruralroute3holdings.com]
Sent: Friday, July 1, 2016 9:50 PM
To: Patrick de Man <pat.deman@gmail.com>
Cc: asinn@aspirecommodities.com
Subject: Thank you

Patrick,

Thank you for helping with the transition by sending me your job duties and corresponding with the exchanges and service providers. Adam let me know that you've given him notice, so I'm working with Tim to transfer certain of the electronic assets over, too. This weekend, your company email addresses are being transferred (you will be unable to log in to aspire or raiden emails), so that I do not miss any notices sent to those addresses. Please let me know if we've missed anything in the transition.

I'll also be sending over a separation agreement next week once it's finalized, so that your final distribution and other loose ends can be addressed.

Thank you,

Barry

Barry M. Hammond, Jr.
Rural Route 3 Holdings
Email: Barry@ruralroute3holdings.com
O: (832) 819-1020
M: (713) 634-8660



Patrick de Man
Telecommuter at Any company owning a phone
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Kevin Mohr of King & Spalding on what Adam Sinn has been up to in Puerto Rico
"They don't do any business in Puerto Rico. They just sit there because you can do the trading on a computer from anywhere."

Shocking: "The business is in Texas."

From cause number 2016-59077 in Harris County (TX)
#AdamSinnPublicRecord #BarringtonMHammondJr #PuertoRico #Act22
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Court records can be shocking: attorney Barry Hammond was described by a fellow lawyer as "not exactly living up to the highest standards of professionalism by upholding his middle finger instead of the dignity of the profession as the rules require."

Unfortunately, I found this out a bit too late. Do your due diligence!

From cause number 2014-40964 in Harris County (TX)
#AdamSinnPublicRecord #BarringtonMHammondJr #AspireCommoditiesLP

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"Amateur hour" over at King & Spalding, where Kevin Mohr needs some help complying with his word count for the appellant's brief.

After we caught him trying to sneak this in as an "accelerated appeal," now he can't make it in time for the deadline, after two extensions, because he is unable to write a brief that is compliant with the Texas Rules of Appellate Procedure.
#KingSpalding #wordcount #AmateurHour #AdamSinnPublicRecord #BarringtonMHammondJr #AspireCommoditiesLP

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Unfortunately, I found this out a bit too late. Do your due diligence!

From cause number 2014-40964 in Harris County (TX)
#AdamSinnPublicRecord #BarringtonMHammondJr
#AspireCommoditiesLP

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#KingSpalding #wordcount #AmateurHour #AdamSinnPublicRecord #BarringtonMHammondJr #AspireCommoditiesLP

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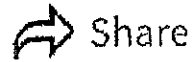
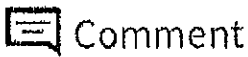
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Patrick de Man

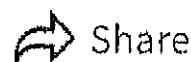


Telecommuter at Any company owning a phone
2 mins

A well-earned reputation for prevarication in litigation: Adam Sinn and Eric M. Torres "both now admit that though they warranted and represented under oath that rights under the settlement agreement had not been assigned, Torres had in fact assigned his interest in the settlement agreement to Sinn."

"Torres and Sinn have each offered testimony at odds with other statements they have made under oath at different times when it suited their interests."

From cause number 2014-40964 in Harris County (TX)
#AdamSinnPublicRecord #BarringtonMHammondJr
#AspireCommoditiesLP



Bruce Brownson commented on this



MEMORANDUM

TO : SAC, NEW YORK

FROM : SAC, NEW YORK

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]



Search the WHOIS Database

Enter a domain name to search

Search

WHOIS search results

Domain Name: ruralroute3.holdings
 Registry Domain ID: 880aa0b0f4a24a71bc5cfb5b6176ce26-DONUTS
 Registrar WHOIS Server: whois.donuts.co
 Registrar URL: http://domains.google.com
 Updated Date: 2017-07-13T17:08:14Z
 Creation Date: 2017-06-22T02:16:15Z
 Registry Expiry Date: 2018-06-22T02:16:15Z
 Registrar: Google Inc.
 Registrar IANA ID: 895
 Registrar Abuse Contact Email: registrar-abuse@google.com
 Registrar Abuse Contact Phone: +1.8772376466
 Domain Status: clientDeleteProhibited
<https://icann.org/epp#clientDeleteProhibited>
 Domain Status: clientTransferProhibited
<https://icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited
<https://icann.org/epp#clientUpdateProhibited>
 Registry Registrant ID: 2a237e9b2eb341bcab97fd4da44f6a76-DONUTS
 Registrant Name: Patrick de Man
 Registrant Organization:
 Registrant Street: 544 Corredor del Bosque

Registrant City: Dorado
Registrant State/Province: PR
Registrant Postal Code: 00646
Registrant Country: US
Registrant Phone: +1.9392403510
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: pat.deman@gmail.com
Registry Admin ID: 2a237e9b2eb341bcab97fd4da44f6a76-DONUTS
Admin Name: Patrick de Man
Admin Organization:
Admin Street: 544 Corredor del Bosque
Admin City: Dorado
Admin State/Province: PR
Admin Postal Code: 00646
Admin Country: US
Admin Phone: +1.9392403510
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: pat.deman@gmail.com
Registry Tech ID: 2a237e9b2eb341bcab97fd4da44f6a76-DONUTS
Tech Name: Patrick de Man
Tech Organization:
Tech Street: 544 Corredor del Bosque
Tech City: Dorado
Tech State/Province: PR
Tech Postal Code: 00646
Tech Country: US
Tech Phone: +1.9392403510
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: pat.deman@gmail.com
Name Server: ns-cloud-d4.googledomains.com
Name Server: ns-cloud-d2.googledomains.com
Name Server: ns-cloud-d3.googledomains.com
Name Server: ns-cloud-d1.googledomains.com

DNSSEC: unsigned

URL of the ICANN Whois Inaccuracy Complaint Form:

<https://www.icann.org/wicf/>

>>> Last update of WHOIS database: 2017-08-02T19:00:18Z <<<

For more information on Whois status codes, please visit

<https://icann.org/epp>

Terms of Use: Users accessing the Donuts WHOIS service must agree to use the data only for lawful purposes, and under no circumstances use the data to: Allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the registrar's own existing customers. Enable high volume, automated, electronic processes that send queries or data to the systems of Donuts or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. When using the Donuts Whois service, please consider the following: The Whois service is not a replacement for standard EPP commands to the SRS service. Whois is not considered authoritative for registered domain objects. The Whois service may be scheduled for downtime during production or OT&E maintenance periods. Queries to the Whois services are throttled. If too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access.

[See Underlying Registry Data](#)

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From: Patrick de Man [<mailto:pat.deman@gmail.com>]
Sent: Friday, June 23, 2017 1:54 PM
To: 'Amy Odom' <Amy.Odom@mp2energy.com>; joonsup.park@gmail.com; 'Adam Sinn' <asinn@aspirecommodities.com>
Cc: 'Carey Jordan' <Carey.Jordan@mp2energy.com>; Barry Hammond <Barry@ruralroute3holdings.com>; amanda.mussalli@mp2energy.com; patrick@ruralroute3.holdings
Subject: RE: April and May DGSP2

Thank you. Great that it finally ran again.
Please note my new email address.

Cheers, and have a good weekend!
Patrick,

From: Amy Odom [<mailto:Amy.Odom@mp2energy.com>]
Sent: Wednesday, June 21, 2017 2:47 PM
To: 'joonsup.park@gmail.com' <joonsup.park@gmail.com>; 'Adam Sinn (asinn@aspirecommodities.com)' <asinn@aspirecommodities.com>; 'pat.deman@gmail.com' <pat.deman@gmail.com>
Cc: Carey Jordan <Carey.Jordan@mp2energy.com>; 'Barry Hammond' <Barry@ruralroute3holdings.com>
Subject: April and May DGSP2

Have a great day!

Amy Odom
Director of Accounting
MP2 Energy
21 Waterway Avenue, Suite 450
The Woodlands, TX 77380
832.510.1055 phone
832.510.1128 fax
www.mp2energy.com



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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

RURAL ROUTE 3 HOLDINGS, LP.,

Plaintiff,

v.

PATRICK A.P. DE MAN,

Defendant.

Case No.

RE: Sections 1125(a) and (d) of the Lanham Act, 15 U.S.C. §§1125(a) and (d); Articles 26 and 29 of the Puerto Rico Trademark Act, P.R. Laws Ann. Tit. 10, §§223w and 223z; Damages pursuant to Article 1802 of the Puerto Rico Civil Code, P.R. Laws Ann. Tit. 31, §5141

COMPLAINT

COMES NOW plaintiff Rural Route 3 Holdings, LP (“RR3”), through its undersigned counsel, and respectfully submits its Complaint for Damages and Injunctive Relief against defendant Patrick de Man, and states:

PRELIMINARY STATEMENT

RR3 is the 99% limited partner of Aspire Commodities LP (“Aspire”). Defendant Patrick de Man worked for Aspire and its affiliate, Raiden Commodities LP (“Raiden”). Mr. de Man went from working for both entities, to a disgruntled former employee who stole corporate property and then ransomed that data for \$1,000,000. He also filed a lawsuit in state court against Aspire, Raiden and each entity’s principal, Adam Simm, among others, falsely claiming that he is an owner of Aspire and Raiden.

Most recently, Mr. de Man registered and began using the domain name “ruralroute3.holdings,” which is virtually identical to RR3’s tradename and registered “ruralroute3holdings” domain name. There is no good faith reason for Mr. de Man to be using

the name “ruralroute3.holdings.com.” The only purpose for Mr. de Man’s use of that name is to attempt to confuse the market into thinking he is associated with RR3 when he is not and to injure RR3, Aspire and Mr. Simm. Mr. de Man’s intentional, bad faith use of the name “ruralroute3.holdings” violates Sections 1125(a) and (d) of the Lanham Act, causes damages sanctionable pursuant to Article 1802 of the Civil Code, and should be stopped immediately.

THE PARTIES

1. Defendant Patrick de Man is of legal age and a resident of Dorado, Puerto Rico.
2. RR3 is a Texas limited partnership engaged in the business of investing in early stage companies and private funds, among other things. RR3’s general partner is Rural Route 3 Management, LLC, and its principal offices are located at 7800 Dallas Parkway, Suite 360, Plano TX 75024.

JURISDICTION

3. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over RR3’s ancillary state law claims pursuant to 28 U.S.C. § 1367.

VENUE

4. This is the proper venue for this action pursuant to 28 U.S.C. § 1391.

THE FACTS

5. RR3 invests in early stage companies and private funds, among other things.
6. On April 20, 2016, RR3 registered, and it currently uses, the domain name “ruralroute3holdings.com” in its business operations. *See*, ICANN WHOIS, copy of which is included as **Exhibit A** and Printout from <https://dcc.godaddy.com/manage/ruralroute3holdings.com/settings>, copy of which is included as **Exhibit B**.

7. RR3's consistent presentation of its identity and business orientation is critical to its receipt of attractive investment opportunities.

8. RR3's name has no connection to its or any other business. Rural Route 3 is the name of the country road in Illinois on which RR3's principal, Adam Sinn, grew up. RR3 has done business under its tradename since 2012 and used the "ruralroute3holdings.com" domain name since April 2016. *See, Exhibit A* and Copy of Certificate of Formation included as **Exhibit C**.

9. Mr. de Man used to work for a RR3 affiliate named Aspire Commodities, LP ("Aspire"). RR3 is the 99% limited partner of Aspire.

10. As a result of his work for Aspire, Mr. de Man has long known of RR3's existence, its name and its use of the "ruralroute3holdings.com" domain name. Mr. de Man has invested jointly with RR3 in at least one project and thus regularly receives and sends emails to RR3 representatives at RR3's "ruralroute3holdings.com" domain.

11. On June 22, 2017, the domain name "ruralroute3.holdings" was registered. The next day, in connection with the business in which both RR3 and Mr. de Man jointly participate, Mr. de Man identified his association with the domain name "ruralroute3.holdings." He copied himself on an email, using the email address "patrick@ruralroute3.holdings" and instructed the others on that email to "[p]lease note my new email address." A copy of Mr. de Man's email is attached hereto as **Exhibit D**.

12. Mr. de Man has no interest in, and has never claimed an interest in RR3. Mr. de Man has nothing to do with RR3's business.

13. Mr. de Man uses and associates himself with the name "ruralroute3.holdings" in interstate commerce as the attached email demonstrates.

14. Mr. de Man's use of the name "ruralroute3.holdings" in his business dealings is certain to cause confusion in RR3's market and specifically among (1) those involved with (directly or as customers) the specific business in which RR3 and Mr. de Man jointly participate; (2) brokers and funds who bring investment opportunities to RR3; and (3) entities who are seeking investment funds.

15. The name "ruralroute3.holdings" is virtually identical to RR3's tradename and its use of the "ruralroute3holdings.com" domain in its business.

16. There is no good faith, legitimate business reason -- none -- for Mr. de Man to have registered or to use the domain name "ruralroute3.holdings," in any context, but there is especially no reason for Mr. de Man to use that name in connection with the business in which both he and RR3 participate. Mr. de Man could have affiliated his investment activities with an infinite number of symbols, names or words, or combinations thereof. Despite that infinite number of options, Mr. de Man chose to use the name of the road on which Mr. Sinn grew up and the name RR3 has used for over five years. *See, Exhibit C.*

17. Mr. de Man has not chosen to associate his investment activities with the name "ruralroute3.holdings" from any good faith, legitimate business reason, but solely out of a bad faith intent to confuse the market, to improperly trade on RR3's goodwill, to create the inaccurate impression that he is affiliated with RR3 and Adam Sinn, to potentially receive information to which he is not entitled, and/or simply to harass RR3 and potentially harm Aspire by harming its 99% limited partner, RR3.

COUNT I

Violation of Section 1125(a) of the Lanham Act and damages arising therefrom

18. RR3 incorporates herein by reference the allegations in paragraphs 1-17.
19. Mr. de Man does business in interstate commerce -- and in the same markets and business segments as RR3 -- using the name "ruralroute3.holdings."
20. That name is virtually identical to RR3's tradename and RR3's registered domain name "ruralroute3holdings.com."
21. Mr. de Man's use of "ruralroute3.holdings" will cause confusion among RR3's business partners and in the larger market/business community in which RR3 and Mr. de Man operate.
22. Mr. de Man is using "ruralroute3.holdings" in bad faith -- with knowledge of RR3's name and registered domain name, without any legitimate business reason and with the specific intent to cause marketplace/business confusion, in order to potentially receive information intended for RR3 and to which he is not entitled, to create the inaccurate impression that he is associated with RR3 and/or Mr. Sinn, to unjustly trade on RR3's goodwill and/or to harass RR3 and its principal, Adam Sinn.
23. Mr. de Man's bad faith actions violate 15 U.S.C. § 1125(a).
24. No monetary award can compensate RR3 for the risk of harm Mr. de Man may be able to inflict upon RR3 through his use of a virtually identical name to that of RR3. The risk of harm to RR3 from Mr. de Man's continued use of the name "ruralroute3.holdings" is certainly higher than the harm Mr. de Man will suffer from being ordered to cease using "ruralroute3.holdings" since that name has no inherent connection to any business and has no

goodwill beyond that created by RR3. That is especially true since Mr. de Man registered “ruralroute3.holdings” on June 22, 2017, and began using it just days ago, on June 23, 2017.

25. RR3 is entitled to damages, including attorneys’ fees, and to an injunction preventing Mr. de Man’s bad faith, illegal and unjustified use of the “ruralroute3.holdings” name.

COUNT II

Violation of Section 1125(d) of the Lanham Act and damages arising therefrom

26. RR3 incorporates by references the allegations in paragraphs 1-25.

27. RR3 has done business under its tradename since 2012 and used the “ruralroute3holdings.com” domain name since April 2016. *See, Exhibits A and C.*

28. Mr. de Man’s use and registration of “ruralroute3.holdings” in June, 2017, were done in bad faith and with the purpose of causing marketplace/business confusion. Furthermore, Mr. de Man’s actions were carried out with the intent to profit from the “ruralroute3holdings.com” domain, either by receiving information intended for RR3 to which he is not entitled or to unfairly trade on RR3’s goodwill.

29. As such, Mr. de Man’s bad faith actions also constitute a violation of 15 U.S.C. §1125(d). *See, for example, Matal v. Tam, 137 S. Ct. 1744, 1753 (2017).*

30. Pursuant to 15 U.S.C. §1125(d)1(C), this Honorable Court should order the forfeiture or cancellation of the domain name “ruralroute3.holdings” or the transfer of such domain name to RR3.

31. RR3 is also entitled to damages, including attorneys’ fees, and to an injunction preventing Mr. de Man’s bad faith, illegal and unjustified use of the “ruralroute3.holdings” domain.

COUNT III

Violation of P.R. Laws Ann. Tit. 10, §223w

32. RR3 incorporates by reference the allegations in paragraphs 1-31.

33. Mr. de Man's actions as described above also constitute a violation of RR3's rights as owner of the protected tradename pursuant to P.R. Laws Ann. Tit. 10, §223w, which establishes a cause of action under Puerto Rico law for trademark infringement similar to Section 1125(a) of the Lanham Act, 15 U.S.C. §1125(a).

34. Thus, RR3 is entitled to damages and injunctive relief pursuant to P.R. Laws Ann. tit. 10, §223w.

COUNT IV

Violation of P.R. Laws. Ann. Tit. 10, §223z

35. RR3 incorporates by reference the allegations in paragraphs 1-34.

36. Mr. de Man's actions, as described above, also constitute a violation of RR3's rights as owner of the domain "ruralroute3holdings.com" pursuant to P.R. Laws Ann. Tit. 10, §223z, which establishes a cause of action under Puerto Rico law for trademark infringement through a domain name similar to Section 1125(d) of the Lanham Act, 15 U.S.C. §1125(d).

37. Further, pursuant to §223z, there is a presumption that the marketplace will be confused by Mr. de Man's use of the domain "ruralroute3.holdings.com" since the domain registered by Mr. de Man in bad faith is substantially similar to RR3's protected domain.

38. RR3 is therefore entitled to damages pursuant to P.R. Laws Ann. Tit. 10, §223z.

COUNT V

Damages pursuant to Article 1802 of the Puerto Rico Civil Code

39. RR3 incorporates by reference the allegations in paragraphs 1-38.

40. Pursuant to Article 1802 of the Puerto Rico Civil Code, “those who by action or omission cause harm to another, intervening guilt or negligence, are obliged to repair the damage caused.” Article 1802 of the civil Code, Laws of P.R. Ann. Tit. 31, §5141.

41. Article 1802 of the Civil Code, within its ample scope, affords protection from the misappropriation of a business’s organization and expenditure of labor, skill and money by another for that other person’s undeserved advantage. *See, Aguadilla Paint Center, Inc. v. Esso Standard Oil Co.*, 183 D.P.R. 901 (2011).

42. “An action for unfair competition lies where a competitive injury occurs, i.e. palming off one’s goods as those of a business adversary or passing off a competitor’s product as one’s own . . . as well as when the commercial advantage of one is misappropriated by another for its own use and profit.” *In Re San Juan DuPont Plaza Hotel Fire Litigation*, 802 F.Supp. 624, 642 (D. P.R. 1992) (internal quotations and citations omitted).

43. By using a name virtually identical to RR3 in the same business segments as RR3, Mr. de Man is attempting to confuse the market, palm-off his services as those of RR3 and to misappropriate RR3’s expenditure of labor, skill and money for Mr. de Man’s undeserved advantage.

44. Mr. de Man’s actions threaten to confuse the market and thereby harm RR3.

45. Mr. de Man’s wrongful and unlawful actions, as described above, are the proximate cause of the damages suffered so far, and that continue to be suffered, by RR3.

46. No monetary award can compensate RR3 for the risk of harm Mr. de Man may be able to inflict upon RR3 and Aspire through his use of a virtually identical name to that of RR3. The risk of harm to RR3 from Mr. de Man’s continued use of the name “ruralroute3.holdings” is certainly higher than the harm Mr. de Man will suffer from being ordered to cease using

“ruralroute3.holdings” since that name has no inherent value to any business and has no goodwill beyond that created by RR3. That is especially true since Mr. de Man registered “ruralroute3.holdings” on June 22, 2017 and began using it on June 23, 2017. Mr. de Man will not suffer much harm, if any, since he began using the offending domain name just a couple of weeks ago.

REQUESTED RELIEF

WHEREFORE, RR3 respectfully requests this Honorable Court that it provides the following relief:

1. Issue an injunction preventing Mr. de Man from directly or indirectly using the name “ruralroute3.holdings” or any substantially similar name;
2. Order the forfeiture or cancellation of the domain name “ruralroute3.holdings” or the transfer of such domain name to RR3;
3. Enter an award of damages sufficient to compensate RR3 for the attorneys’ fees incurred in prosecuting this action; and
4. Any other relief that it may deem just or proper.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico, on this 11th day of July, 2017.

O’NEILL & BORGES LLC

Attorneys for Plaintiff
250 Muñoz Rivera Avenue, Suite 800
San Juan, PR 00918-1813
Tel: (787) 764-8181
Fax: (787) 753-8944

By: s/ Alfredo F. Ramírez-Macdonald
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E-mail: alfredo.ramirez@oneillborges.com

By: s/ Ana Margarita Rodríguez-Rivera
Ana Margarita Rodríguez-Rivera
USDC No. 227503
E-mail: ana.rodriguez@oneillborges.com

By: s/ Arturo L.B. Hernández-González
Arturo L.B. Hernández-González
USDC No. 304601
E-mail: arturo.hernandez@oneillborges.com



Rural Route 3 Holdings, LP
200 Dorado Beach Drive,
Dorado Puerto Rico 00646 US
Complainant,

v.

Patrick de Man
544 Corredor del Bosque,
Dorado PR 00646 US
Respondent.

Domain Name In Dispute:
ruralroute3.holdings

File Number:
FA1707001739477

**AMENDED COMPLAINT IN ACCORDANCE WITH
THE UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY**

[1.] This Amended Complaint is hereby submitted for decision in accordance with the Uniform Domain Name Dispute Resolution Policy (UDRP), adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on August 26, 1999 and approved by ICANN on October 24, 1999, and the Rules for Uniform Domain Name Dispute Resolution Policy (UDRP Rules), with an effective date of July 31, 2015, and the FORUM's Supplemental Rules (Supp. Rules). UDRP Rule 3(b)(i). See **Exhibit A**, Uniform Domain Name Dispute Resolution Policy (UDRP).

[1.] COMPLAINANT INFORMATION

[a.]	Name:	Rural Route 3 Holdings, LP
[b.]	Address:	200 Dorado Beach Drive, Dorado Puerto Rico 00646 US
[c.]	Telephone:	+1.9795757026
[d.]	Fax:	N/A
[e.]	E-Mail:	barry.hammond@gmail.com

The following representatives are authorized to act for the Complainant in the administrative proceeding pursuant to ICANN Rule 3(b)(ii):

[a.]	Name:	David A. W. Wong, T. Joseph Wendt
------	-------	--------------------------------------

[b.] Address: Barnes & Thornburg LLP
11 S. Meridian St
Indianapolis, Indiana 46204-3535
[c.] Telephone: 317-236-1313
[d.] Fax: 317-231-7433
[e.] Email: dwong@btlaw.com,
jwendt@btlaw.com

The Complainant's preferred method for communications directed to the Complainant in the administrative proceeding is by e-mail and facsimile to its undersigned attorney; ICANN Rule 3(b)(iii).

Electronic-Only Material

[a.] Method: email
[b.] Address: dwong@btlaw.com,
jwendt@btlaw.com
[c.] Contact: David A. W. Wong,
T. Joseph Wendt

Material Including Hard Copy

[a.] Method: fax
[b.] Address/Fax: 317-231-7433
[c.] Contact: David A. W. Wong,
T. Joseph Wendt

The Complainant chooses to have this dispute heard before a **single member** administrative panel. ICANN Rule 3(b)(iv).

[2.] **RESPONDENT INFORMATION**

[a.] Name: Patrick de Man
[b.] Organization: N/A
[c.] Address: 544 Corredor del Bosque, Dorado PR 00646 US
[d.] Telephone: +1.9392403510
[e.] Fax: N/A
[f.] E-Mail: pat.deman@gmail.com

[3.] **DOMAIN NAME(S)**

[a.] The following domain name is the subject of this Complaint (hereinafter, the "Disputed Domain Name"): ICANN Rule 3(b)(vi).

ruralroute3.holdings

[b.] Registrar Information: ICANN Rule 3(b)(vii).

[i.] Registrar's Name: Google Inc.
[ii.] Registrar Address: N/A
[iii.] Telephone Number: +1.8772376466
[iv.] E-Mail Address: registrar-abuse@google.com

[c.] Trademark/Service Mark Information: ICANN Rule 3(b)(viii).

Complainant is the owner of, and has rights to:

Common Law Trademark Rights: RURAL ROUTE 3 HOLDINGS
First use Date: since at least as early as 2012
Services: financial and capital investment services

[4.] **FACTUAL AND LEGAL GROUNDS**

This Amended Complaint is based on the following factual and legal grounds; ICANN Rule 3(b)(ix).

[a.] **The Disputed Domain Name is confusingly similar and identical to the RURAL ROUTE 3 HOLDINGS trademark. ICANN Rule 3(b)(ix)(1); ICANN Policy ¶ 4(a)(i).**

[i.] Rural Route 3 Holdings, LP (“Complainant”) has been using the RURAL ROUTE 3 HOLDINGS trademark and trade name (together, the “RURAL ROUTE 3 HOLDINGS Mark”) since at least as early as 2012 in connection with providing financial and capital investment services to others. The RURAL ROUTE 3 HOLDINGS Mark as applied to capital venture services is arbitrary and in inherently distinctive.

[ii.] In furtherance of its services, Complainant registered the ruralroute3holdings.com domain name on April 20, 2016 (the “Rural Route 3 Holdings Domain Name”) and openly and regularly uses the Rural Route 3 Holdings Domain Name for sending and receiving email communications. See **Exhibit B**: a printout of the WHOIS information for the Rural Route 3 Holdings Domain Name.

[iii.] As a result of the excellence of Complainant’s services and the widespread association of the RURAL ROUTE 3 HOLDINGS Mark with Complainant in the minds of the public, Complainant has established common law trademark rights in the RURAL ROUTE 3 HOLDINGS Mark.

[iv.] Respondent has since registered the ruralroute3.holdings domain name on June 22, 2017 (the “Disputed Domain Name”), a domain name that is identical to Complainant’s trademark, company and trade name, and the Rural Route 3 Holdings Domain Name. See **Exhibit C**: a printout of the WHOIS information for the Disputed Domain Name.

[v.] Complainant has established common law trademark rights in the RURAL ROUTE 3 HOLDINGS Mark well prior to the date on which Respondent registered the Dispute Domain Name. Panels have routinely held that a complainant can establish rights in a mark through continuous and exclusive use of the mark in commerce, and that a mark need not be registered with a trademark authority. See *Oculus VR, LLC v. Ivan Smirnov*, FA 1625898 (Forum July 27, 2015) (“A Complainant does not need to hold registered trademark rights in order to have rights in a mark under Policy ¶ 4(a)(i) and it is well established that a Complainant may rely on common law or unregistered trademarks that it can make out.”).

[vi.] For the reasons and authorities provided above, the Disputed Domain Name is confusingly similar and identical to the RURAL ROUTE 3 HOLDINGS Mark.

[b.] **Respondent has no rights or legitimate interest in the Disputed Domain Name. ICANN Rule 3(b)(ix)(2); ICANN Policy ¶ 4(a)(ii).**

[i.] Respondent registered the Disputed Domain Name to generate email designed to confuse and deceive others into believing Respondent is affiliated with Complainant, an activity that panels have determined not to be a *bona fide* offering of goods or services or a legitimate noncommercial or fair use. *See Am. Int'l Group, Inc. v. Busby*, FA 156251 (FORUM May 30, 2003) (finding that the respondent attempts to pass itself off as the complainant online, which is blatant unauthorized use of the complainant's mark and is evidence that the respondent has no rights or legitimate interests in the disputed domain name); *see also Abbott Laboratories v. Miles White*, FA 1646590 (FORUM Dec. 10, 2015) (finding use of the disputed domain name to impersonate an executive of Complainant was not a *bona fide* offering or legitimate noncommercial or fair use under Policy ¶ 4(c)(i) or 4(c)(iii)). Accordingly, Respondent's attempt to masquerade as an agent of Complainant is not within uses allowable under Policy ¶¶ 4(c)(i) or 4(c)(iii). Attached as **Exhibit D** is an email string from June 23, 2017 in which Respondent sent a communication asking the recipient to "[p]lease note my new email address" and copying the general counsel of Complainant, Barry Hammond, using his Barry@ruralroute3holdings.com email address and Respondent's new email address patrick@ruralroute3.holdings (*emphasis added*). From this, there can be no doubt that Respondent (1) was aware of Complainant's prior trademark rights to the RURAL ROUTE 3 HOLDINGS Mark; and (2) is seeking to confuse and deceive others into believing Respondent is affiliated with Complainant.

[ii.] The WHOIS Information (*See Exhibit C*) identifies the registrant of the Disputed Domain Name as "Patrick de Man." Because Respondent is clearly not known by the Disputed Domain Name, the burden must shift to Respondent to show that it has been known by the Disputed Domain Name. *See M. Shanken Commc'ns v. WORLDTRAVELERSONLINE.COM*, FA 740335 (NAF Aug. 3, 2006) (finding, based on the relevant WHOIS information and other evidence in the record, that a UDRP respondent was not commonly known by the <cigaraficionada.com> domain name and so failed to show that it had rights to or legitimate interests in that domain name as provided in Policy ¶ 4(c)(ii)); *see also Wal-Mart Stores, Inc. v. Power of Choice Holding Co.*, FA0601000621292 (NAF Feb. 16, 2006) (finding Respondent does not have rights or legitimate interests in the domain names <wallmartwholesale1.com>, <wallmartwholesale2.com> and <wallmartwholesale3.com> pursuant to UDRP ¶ 4(c)(ii)); *see also Gallup, Inc. v. Amish Country Store*, FA 96209 (NAF Jan. 23, 2001); *see also RMO, Inc. v. Burbridge*, FA 96949 (NAF May 16, 2001) (interpreting Policy ¶ 4(c)(ii) "to require a showing that one has been commonly known by the domain name prior to registration of the domain name to prevail.").

[iii.] For the reasons and authorities provided above, Respondent has no legitimate interests in the Disputed Domain Name.

[c.] **Respondent registered and is using the Disputed Domain Name in bad faith. ICANN Rule 3(b)(ix)(3); ICANN Policy ¶ 4(a)(iii).**

[i.] As indicated above, Respondent is well aware of Complainant's use and claim of rights to the RURAL ROUTE 3 HOLDINGS Mark. In fact, Respondent participates in investments with Complainant, as evidenced by **Exhibit D**, and is a former employee of an entity that is 99% owned by Complainant ("Complainant Subsidiary"). Respondent registered the Disputed Domain Name after

acrimoniously separating from the Complainant Subsidiary and after initiating litigation against the Complainant Subsidiary on unrelated issues. Furthermore, Respondent communicated with Complainant's general counsel via the general counsel's Barry@ruralroute3holdings.com email address when announcing to a third party that Respondent had adopted the new email address patrick@ruralroute3.holdings. Accordingly, there can be no doubt that Respondent was aware and had actual knowledge of Complainant's RURAL ROUTE 3 HOLDINGS Mark prior to registration of the Disputed Domain Name. Registration of a disputed domain name with knowledge of Complainant's rights creates a presumption of bad faith registration and use with regard to Policy ¶ 4(a)(iii). See *Samsonite Corp. v. Colony Holding*, FA 94313 (Nat. Arb. Forum April 17, 2000) (evidence of bad faith includes actual or constructive knowledge of commonly known mark at time of registration); see also *Digi Int'l. v. DDI Sys.*, FA 124506 (Nat. Arb. Forum Oct. 24 2002) (holding that "there is a legal presumption of bad faith, when Respondent reasonably should have been aware of Complainant's trademarks, actually or constructively."); see also *Bluegreen Corp. v. eGo*, FA 128793 (Nat. Arb. Forum Dec. 16, 2002) (finding bad faith where the method by which the respondent acquired the disputed domain names indicated that the respondent was well aware that the domain names incorporated marks in which the complainant had rights).

[ii.] Upon information and belief, Respondent intends to use the Disputed Domain Name to send correspondence to others from the patrick@ruralroute3.holdings email address for the purpose of confusing and deceiving others as to a relationship between Complainant and Respondent. Numerous UDRP panels have found such impersonation to constitute bad faith, even if the relevant domain names are used only for email. See *Smiths Group plc v. Snooks*, FA 1372112 (Nat. Arb. Forum Mar. 18, 2011) (finding that the respondent's attempt to impersonate an employee of the complainant was evidence of bad faith registration and use under Policy ¶ 4(a)(iii)); see also *Guaranty Bank v Regsterfly.com*, FA 586864 (Nat. Arb. Forum Dec. 6, 2005) (concluding that respondent's attempts to pass itself off as the complainant by creating fraudulent email accounts is evidence that a respondent registered the disputed domain name in bad faith).

[iii.] Finally as further evidence of bad faith, Respondent has demonstrated his willingness to harm others through improper use of their property. Specifically, he improperly retains the Complainant Subsidiary's property and once locked the Complainant Subsidiary's employees out of the Complainant Subsidiary's own computer system at a time calculated to inflict maximum harm on Complainant Subsidiary and then attempted to ransom Complainant Subsidiary's access to its own system and information for one million dollars.

[iv.] For the reasons and authorities provided above, Respondent has registered and is using the Disputed Domain Name in bad faith.

[5.] REMEDY SOUGHT

The Complainant requests that the Panel issue a decision that the registrations of the Disputed Domain Name be transferred to Complainant. ICANN Rule 3(b)(x); ICANN Policy ¶ 4(i).

[6.] OTHER LEGAL PROCEEDINGS

Pursuant to ICANN Rule 3(b)(xi), Complainant submits that the federal complaint attached as **Exhibit E** has been filed by Complainant against Respondent.

[7.] COMPLAINT TRANSMISSION

The Complainant asserts that a copy of this Complaint, has been sent or transmitted to the Respondent (domain-name holder), in accordance with ICANN Rule 2(b), ICANN Rule 3(b)(xii); NAF Supp. Rule 4(c). In addition, the Complainant certifies that a copy of this Complaint has been sent or transmitted to the registrar for the Disputed Domain Name in accordance with NAF Supp. Rule 4(e)(i).

[8.] MUTUAL JURISDICTION

The Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the Disputed Domain Name, to jurisdiction in the location of the principal office of the registrar of the Disputed Domain Name. ICANN Rule 3(b)(xiii).

[9.] CERTIFICATION

Complainant agrees that its claims and remedies concerning the registration of the Disputed Domain Name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the National Arbitration Forum and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents.

Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.

RESPECTFULLY SUBMITTED this 19th day of July, 2017.

Respectfully Submitted,

BARNES & THORNBURG, LLP

/s/ David A. W. Wong
David A. W. Wong
T. Joseph Wendt
Barnes & Thornburg, LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Tel: 317-236-1313
Fax: 317-231-7433
Attorneys for Complainant

Schedule of Exhibited Evidence

- Exhibit A Uniform Dispute Resolution Policy for the Registrar of the Disputed Domain Name
- Exhibit B Printouts of the WHOIS information for the Rural Route 3 Holdings Domain Name
- Exhibit C Printouts of the WHOIS information for the ruralroute3.holdings Disputed Domain Name
- Exhibit D Correspondence from the Respondent copying a representative of the Complainant
- Exhibit E The federal complaint filed by Complainant against Respondent

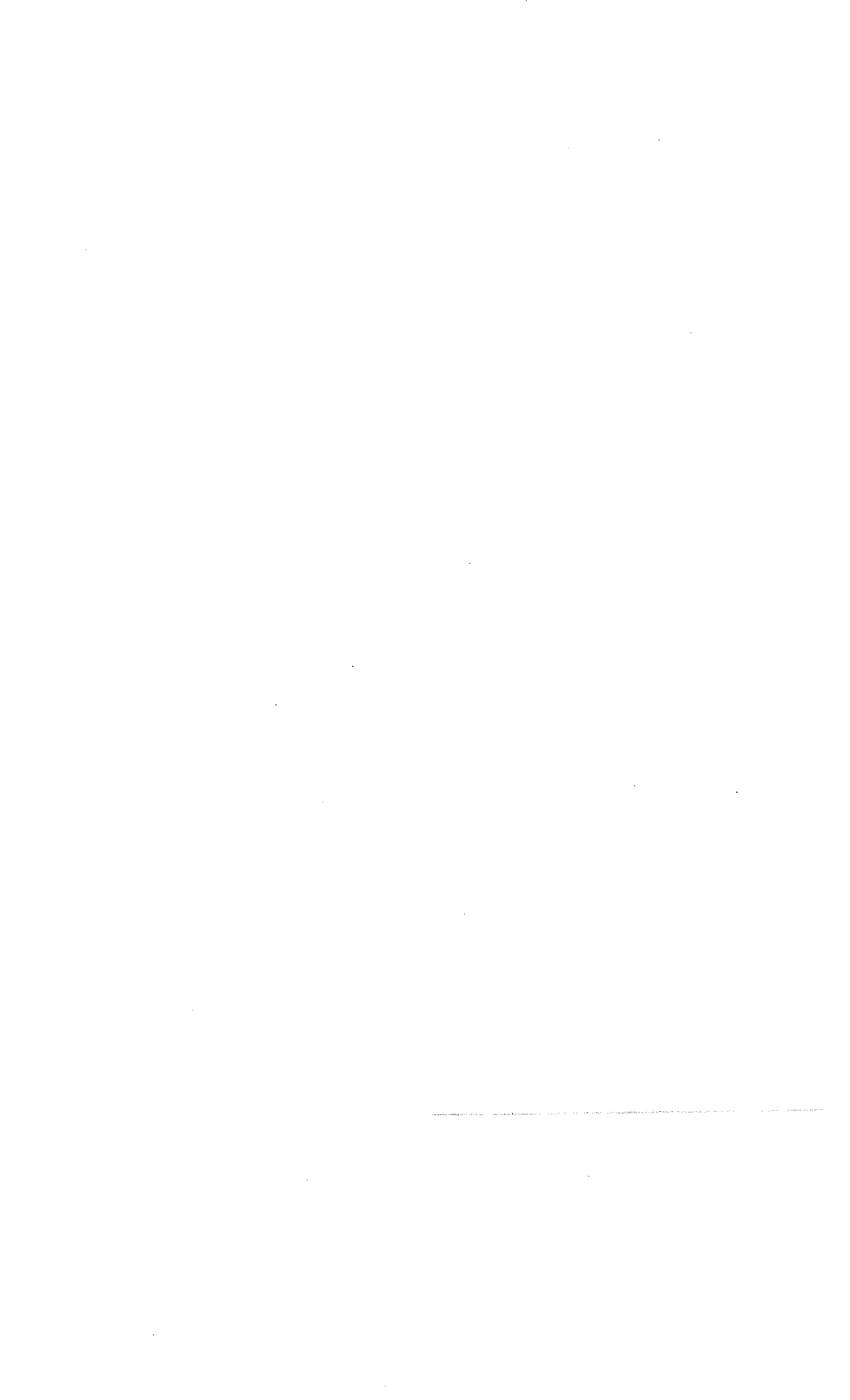


EXHIBIT A

Uniform Domain Name Dispute Resolution Policy

(As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal

office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings

commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration

EXHIBIT B

Showing results for: runikour@haidings.com

Contact Information

Registrant Contact	Admin Contact	Tech Contact
Name: Runikour Haidings	Name: Runikour Haidings	Name: Runikour Haidings
Organization: Runikour Haidings	Organization: Runikour Haidings	Organization: Runikour Haidings
Address: 1234 Main St, Boston, MA 02108	Address: 1234 Main St, Boston, MA 02108	Address: 1234 Main St, Boston, MA 02108
City: Boston	City: Boston	City: Boston
State: MA	State: MA	State: MA
Country: United States	Country: United States	Country: United States

Showing results for: runikour@haidings.com

Registrar	Status
Registrar: Runikour Haidings	Status: Active
Registrar: Runikour Haidings	Status: Active
Registrar: Runikour Haidings	Status: Active
Registrar: Runikour Haidings	Status: Active
Registrar: Runikour Haidings	Status: Active

Showing results for: runikour@haidings.com

Important Dates

Creation Date: 2010-01-01

Name Servers

ns1.runikour.com

Raw WHOIS Record

```

Domain Name: runikour.com
Registrar: Runikour Haidings
Creation Date: 2010-01-01
Expiration Date: 2011-01-01
Last Updated: 2010-01-01
Registrant Name: Runikour Haidings
Registrant Address: 1234 Main St, Boston, MA 02108
Registrant City: Boston
Registrant State: MA
Registrant Country: United States
Registrant Phone: 617-555-1234
Registrant Email: runikour@haidings.com
Name Server: ns1.runikour.com
Name Server: ns2.runikour.com
DNSSEC: unsigned

```

Showing results for: runikour@haidings.com

Showing results for: runikour@haidings.com



REPORT OF THE BOARD



The Board of Directors of the Corporation has the honor to acknowledge the receipt of the report of the Management for the year ending December 31, 1954. The report is a comprehensive and well-presented statement of the Corporation's activities and financial condition. It contains a detailed analysis of the Corporation's operations and a clear statement of the Board's views on the Corporation's performance. The Board is pleased to note the Corporation's continued growth and the high quality of its products and services. The Board also notes the Corporation's excellent record of financial performance and its ability to meet its obligations to its shareholders and creditors. The Board is confident that the Corporation's management is well-equipped to handle the challenges of the future and to continue to provide a high level of performance for its shareholders.

CONFIDENTIAL

EXHIBIT C

Showing results for: **192.168.1.1**

Showing results for: **192.168.1.1**

Contact Information

Registration Center	Admin Contacts	Tech Contacts
<p>Registration Center Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>	<p>Admin Contacts Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>	<p>Tech Contacts Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>

Showing results for: **192.168.1.1**

Showing results for: **192.168.1.1**

Registration	Status
<p>Registration Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>	<p>Status Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>

Showing results for: **192.168.1.1**

Registration Dates	Name Server
<p>Registration Dates Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>	<p>Name Server Name: 192.168.1.1 Address: 192.168.1.1 City: 192.168.1.1 State: 192.168.1.1 Country: 192.168.1.1 Phone: 192.168.1.1 Fax: 192.168.1.1 Email: 192.168.1.1</p>

WHOIS Report

WHOIS Report for: **192.168.1.1**

Registration Center: **192.168.1.1**

Admin Contact: **192.168.1.1**

Tech Contact: **192.168.1.1**

Registration Dates: **192.168.1.1**

Name Server: **192.168.1.1**

Status: **192.168.1.1**

WHOIS Report for: **192.168.1.1**

Showing results for: **192.168.1.1**

Showing results for: **192.168.1.1**

Microsoft Word
Document Properties
Title: [Redacted]
Author: [Redacted]
Subject: [Redacted]
Keywords: [Redacted]
Comments: [Redacted]
Created: [Redacted]
Last Modified: [Redacted]
Last Saved: [Redacted]
Pages: [Redacted]
Words: [Redacted]
Characters: [Redacted]
Characters (including spaces): [Redacted]
Characters (excluding spaces): [Redacted]
Characters (including punctuation): [Redacted]
Characters (excluding punctuation): [Redacted]
Characters (including symbols): [Redacted]
Characters (excluding symbols): [Redacted]
Characters (including special characters): [Redacted]
Characters (excluding special characters): [Redacted]

Microsoft Word 2010

NOTICE REGARDING THE TERMS OF USE

All rights reserved. Microsoft Corporation. All rights reserved. Microsoft Corporation. All rights reserved. Microsoft Corporation. All rights reserved.

EXHIBIT D

From: Patrick de Man [<mailto:pat.deman@gmail.com>]
Sent: Friday, June 23, 2017 1:54 PM
To: 'Amy Odom' <Amy.Odom@mp2energy.com>; joonsup.park@gmail.com; 'Adam Sinn' <asinn@aspirecommodities.com>
Cc: 'Carey Jordan' <Carey.Jordan@mp2energy.com>; Barry Hammond <Barry@ruralroute3holdings.com>; amanda.mussalli@mp2energy.com; patrick@ruralroute3.holdings
Subject: RE: April and May DGSP2

Thank you. Great that it finally ran again.
Please note my new email address.

Cheers, and have a good weekend!
Patrick.

From: Amy Odom [<mailto:Amy.Odom@mp2energy.com>]
Sent: Wednesday, June 21, 2017 2:47 PM
To: 'Joonsup.park@gmail.com' <joonsup.park@gmail.com>; 'Adam Sinn' (asinn@aspirecommodities.com) <asinn@aspirecommodities.com>; 'pat.deman@gmail.com' <pat.deman@gmail.com>
Cc: Carey Jordan <Carey.Jordan@mp2energy.com>; 'Barry Hammond' <Barry@ruralroute3holdings.com>
Subject: April and May DGSP2

Have a great day!

Amy Odom
Director of Accounting
MP2 Energy
21 Waterway Avenue, Suite 450
The Woodlands, TX 77380
832.510.1055 phone
832.510.1128 fax
www.mp2energy.com



 Please consider the environment before printing this email.

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EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

RURAL ROUTE 3 HOLDINGS, LP.,

Plaintiff,

v.

PATRICK A.P. DE MAN,

Defendant.

Case No.

RE: Sections 1125(a) and (d) of the Lanham Act, 15 U.S.C. §§1125(a) and (d); Articles 26 and 29 of the Puerto Rico Trademark Act, P.R. Laws Ann. Tit. 10, §§223w and 223z; Damages pursuant to Article 1802 of the Puerto Rico Civil Code, P.R. Laws Ann. Tit. 31, §5141

COMPLAINT

COMES NOW plaintiff Rural Route 3 Holdings, LP (“RR3”), through its undersigned counsel, and respectfully submits its Complaint for Damages and Injunctive Relief against defendant Patrick de Man, and states:

PRELIMINARY STATEMENT

RR3 is the 99% limited partner of Aspire Commodities LP (“Aspire”). Defendant Patrick de Man worked for Aspire and its affiliate, Raiden Commodities LP (“Raiden”). Mr. de Man went from working for both entities, to a disgruntled former employee who stole corporate property and then ransomed that data for \$1,000,000. He also filed a lawsuit in state court against Aspire, Raiden and each entity’s principal, Adam Simm, among others, falsely claiming that he is an owner of Aspire and Raiden.

Most recently, Mr. de Man registered and began using the domain name “ruralroute3.holdings,” which is virtually identical to RR3’s tradename and registered “ruralroute3holdings” domain name. There is no good faith reason for Mr. de Man to be using

the name "ruralroute3.holdings.com." The only purpose for Mr. de Man's use of that name is to attempt to confuse the market into thinking he is associated with RR3 when he is not and to injure RR3, Aspire and Mr. Sinn. Mr. de Man's intentional, bad faith use of the name "ruralroute3.holdings" violates Sections 1125(a) and (d) of the Lanham Act, causes damages sanctionable pursuant to Article 1802 of the Civil Code, and should be stopped immediately.

THE PARTIES

1. Defendant Patrick de Man is of legal age and a resident of Dorado, Puerto Rico.
2. RR3 is a Texas limited partnership engaged in the business of investing in early stage companies and private funds, among other things. RR3's general partner is Rural Route 3 Management, LLC, and its principal offices are located at 7800 Dallas Parkway, Suite 360, Plano TX 75024.

JURISDICTION

3. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over RR3's ancillary state law claims pursuant to 28 U.S.C. § 1367.

VENUE

4. This is the proper venue for this action pursuant to 28 U.S.C. § 1391.

THE FACTS

5. RR3 invests in early stage companies and private funds, among other things.
6. On April 20, 2016, RR3 registered, and it currently uses, the domain name "ruralroute3holdings.com" in its business operations. *See*, ICANN WHOIS, copy of which is included as **Exhibit A** and Printout from <https://dcc.godaddy.com/manage/ruralroute3holdings.com/settings>, copy of which is included as **Exhibit B**.

7. RR3's consistent presentation of its identity and business orientation is critical to its receipt of attractive investment opportunities.

8. RR3's name has no connection to its or any other business. Rural Route 3 is the name of the country road in Illinois on which RR3's principal, Adam Sinn, grew up. RR3 has done business under its tradename since 2012 and used the "ruralroute3holdings.com" domain name since April 2016. See, **Exhibit A** and Copy of Certificate of Formation included as **Exhibit C**.

9. Mr. de Man used to work for a RR3 affiliate named Aspire Commodities, LP ("Aspire"). RR3 is the 99% limited partner of Aspire.

10. As a result of his work for Aspire, Mr. de Man has long known of RR3's existence, its name and its use of the "ruralroute3holdings.com" domain name. Mr. de Man has invested jointly with RR3 in at least one project and thus regularly receives and sends emails to RR3 representatives at RR3's "ruralroute3holdings.com" domain.

11. On June 22, 2017, the domain name "ruralroute3.holdings" was registered. The next day, in connection with the business in which both RR3 and Mr. de Man jointly participate, Mr. de Man identified his association with the domain name "ruralroute3.holdings." He copied himself on an email, using the email address "patrick@ruralroute3.holdings" and instructed the others on that email to "[p]lease note my new email address." A copy of Mr. de Man's email is attached hereto as **Exhibit D**.

12. Mr. de Man has no interest in, and has never claimed an interest in RR3. Mr. de Man has nothing to do with RR3's business.

13. Mr. de Man uses and associates himself with the name "ruralroute3.holdings" in interstate commerce as the attached email demonstrates.

14. Mr. de Man's use of the name "ruralroute3.holdings" in his business dealings is certain to cause confusion in RR3's market and specifically among (1) those involved with (directly or as customers) the specific business in which RR3 and Mr. de Man jointly participate; (2) brokers and funds who bring investment opportunities to RR3; and (3) entities who are seeking investment funds.

15. The name "ruralroute3.holdings" is virtually identical to RR3's tradename and its use of the "ruralroute3holdings.com" domain in its business.

16. There is no good faith, legitimate business reason -- none -- for Mr. de Man to have registered or to use the domain name "ruralroute3.holdings," in any context, but there is especially no reason for Mr. de Man to use that name in connection with the business in which both he and RR3 participate. Mr. de Man could have affiliated his investment activities with an infinite number of symbols, names or words, or combinations thereof. Despite that infinite number of options, Mr. de Man chose to use the name of the road on which Mr. Sinn grew up and the name RR3 has used for over five years. *See, Exhibit C.*

17. Mr. de Man has not chosen to associate his investment activities with the name "ruralroute3.holdings" from any good faith, legitimate business reason, but solely out of a bad faith intent to confuse the market, to improperly trade on RR3's goodwill, to create the inaccurate impression that he is affiliated with RR3 and Adam Sinn, to potentially receive information to which he is not entitled, and/or simply to harass RR3 and potentially harm Aspire by harming its 99% limited partner, RR3.

COUNT I

Violation of Section 1125(a) of the Lanham Act and damages arising therefrom

18. RR3 incorporates herein by reference the allegations in paragraphs 1-17.
19. Mr. de Man does business in interstate commerce -- and in the same markets and business segments as RR3 -- using the name "ruralroute3.holdings."
20. That name is virtually identical to RR3's tradename and RR3's registered domain name "ruralroute3holdings.com."
21. Mr. de Man's use of "ruralroute3.holdings" will cause confusion among RR3's business partners and in the larger market/business community in which RR3 and Mr. de Man operate.
22. Mr. de Man is using "ruralroute3.holdings" in bad faith -- with knowledge of RR3's name and registered domain name, without any legitimate business reason and with the specific intent to cause marketplace/business confusion, in order to potentially receive information intended for RR3 and to which he is not entitled, to create the inaccurate impression that he is associated with RR3 and/or Mr. Sinn, to unjustly trade on RR3's goodwill and/or to harass RR3 and its principal, Adam Sinn.
23. Mr. de Man's bad faith actions violate 15 U.S.C. § 1125(a).
24. No monetary award can compensate RR3 for the risk of harm Mr. de Man may be able to inflict upon RR3 through his use of a virtually identical name to that of RR3. The risk of harm to RR3 from Mr. de Man's continued use of the name "ruralroute3.holdings" is certainly higher than the harm Mr. de Man will suffer from being ordered to cease using "ruralroute3.holdings" since that name has no inherent connection to any business and has no

goodwill beyond that created by RR3. That is especially true since Mr. de Man registered “ruralroute3.holdings” on June 22, 2017, and began using it just days ago, on June 23, 2017.

25. RR3 is entitled to damages, including attorneys’ fees, and to an injunction preventing Mr. de Man’s bad faith, illegal and unjustified use of the “ruralroute3.holdings” name.

COUNT II

Violation of Section 1125(d) of the Lanham Act and damages arising therefrom

26. RR3 incorporates by references the allegations in paragraphs 1-25.

27. RR3 has done business under its tradename since 2012 and used the “ruralroute3holdings.com” domain name since April 2016. *See, Exhibits A and C.*

28. Mr. de Man’s use and registration of “ruralroute3.holdings” in June, 2017, were done in bad faith and with the purpose of causing marketplace/business confusion. Furthermore, Mr. de Man’s actions were carried out with the intent to profit from the “ruralroute3holdings.com” domain, either by receiving information intended for RR3 to which he is not entitled or to unfairly trade on RR3’s goodwill.

29. As such, Mr. de Man’s bad faith actions also constitute a violation of 15 U.S.C. §1125(d). *See, for example, Matal v. Tam*, 137 S. Ct. 1744, 1753 (2017).

30. Pursuant to 15 U.S.C. §1125(d)1(C), this Honorable Court should order the forfeiture or cancellation of the domain name “ruralroute3.holdings” or the transfer of such domain name to RR3.

31. RR3 is also entitled to damages, including attorneys’ fees, and to an injunction preventing Mr. de Man’s bad faith, illegal and unjustified use of the “ruralroute3.holdings” domain.

COUNT III

Violation of P.R. Laws Ann. Tit. 10, §223w

32. RR3 incorporates by reference the allegations in paragraphs 1-31.

33. Mr. de Man's actions as described above also constitute a violation of RR3's rights as owner of the protected tradename pursuant to P.R. Laws Ann. Tit. 10, §223w, which establishes a cause of action under Puerto Rico law for trademark infringement similar to Section 1125(a) of the Lanham Act, 15 U.S.C. §1125(a).

34. Thus, RR3 is entitled to damages and injunctive relief pursuant to P.R. Laws Ann. tit. 10, §223w.

COUNT IV

Violation of P.R. Laws Ann. Tit. 10, §223z

35. RR3 incorporates by reference the allegations in paragraphs 1-34.

36. Mr. de Man's actions, as described above, also constitute a violation of RR3's rights as owner of the domain "ruralroute3holdings.com" pursuant to P.R. Laws Ann. Tit. 10, §223z, which establishes a cause of action under Puerto Rico law for trademark infringement through a domain name similar to Section 1125(d) of the Lanham Act, 15 U.S.C. §1125(d).

37. Further, pursuant to §223z, there is a presumption that the marketplace will be confused by Mr. de Man's use of the domain "ruralroute3.holdings.com" since the domain registered by Mr. de Man in bad faith is substantially similar to RR3's protected domain.

38. RR3 is therefore entitled to damages pursuant to P.R. Laws Ann. Tit. 10, §223z.

COUNT V

Damages pursuant to Article 1802 of the Puerto Rico Civil Code

39. RR3 incorporates by reference the allegations in paragraphs 1-38.

40. Pursuant to Article 1802 of the Puerto Rico Civil Code, “those who by action or omission cause harm to another, intervening guilt or negligence, are obliged to repair the damage caused.” Article 1802 of the civil Code, Laws of P.R. Ann. Tit. 31, §5141.

41. Article 1802 of the Civil Code, within its ample scope, affords protection from the misappropriation of a business’s organization and expenditure of labor, skill and money by another for that other person’s undeserved advantage. *See, Aguadilla Paint Center, Inc. v. Esso Standard Oil Co.*, 183 D.P.R. 901 (2011).

42. “An action for unfair competition lies where a competitive injury occurs, i.e. palming off one’s goods as those of a business adversary or passing off a competitor’s product as one’s own . . . as well as when the commercial advantage of one is misappropriated by another for its own use and profit.” *In Re San Juan DuPont Plaza Hotel Fire Litigation*, 802 F.Supp. 624, 642 (D. P.R. 1992) (internal quotations and citations omitted).

43. By using a name virtually identical to RR3 in the same business segments as RR3, Mr. de Man is attempting to confuse the market, palm-off his services as those of RR3 and to misappropriate RR3’s expenditure of labor, skill and money for Mr. de Man’s undeserved advantage.

44. Mr. de Man’s actions threaten to confuse the market and thereby harm RR3.

45. Mr. de Man’s wrongful and unlawful actions, as described above, are the proximate cause of the damages suffered so far, and that continue to be suffered, by RR3.

46. No monetary award can compensate RR3 for the risk of harm Mr. de Man may be able to inflict upon RR3 and Aspire through his use of a virtually identical name to that of RR3. The risk of harm to RR3 from Mr. de Man’s continued use of the name “ruralroute3.holdings” is certainly higher than the harm Mr. de Man will suffer from being ordered to cease using

“ruralroute3.holdings” since that name has no inherent value to any business and has no goodwill beyond that created by RR3. That is especially true since Mr. de Man registered “ruralroute3.holdings” on June 22, 2017 and began using it on June 23, 2017. Mr. de Man will not suffer much harm, if any, since he began using the offending domain name just a couple of weeks ago..

REQUESTED RELIEF

WHEREFORE, RR3 respectfully requests this Honorable Court that it provides the following relief:

1. Issue an injunction preventing Mr. de Man from directly or indirectly using the name “ruralroute3.holdings” or any substantially similar name;
2. Order the forfeiture or cancellation of the domain name “ruralroute3.holdings” or the transfer of such domain name to RR3;
3. Enter an award of damages sufficient to compensate RR3 for the attorneys’ fees incurred in prosecuting this action; and
4. Any other relief that it may deem just or proper.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico, on this 11th day of July, 2017.

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