

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
---	---

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court District of New Mexico on the following Patents or Trademarks:

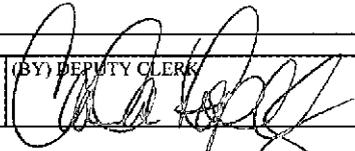
DOCKET NO. <u>08cv780 WDS/ACT</u>	DATE FILED <u>8/27/2008</u>	U.S. DISTRICT COURT <u>DISTRICT OF NEW MEXICO</u>
PLAINTIFF INTERNATIONAL COUNCIL OF E-COMMERCE CONSULTANTS		DEFENDANT SECURITY UNIVERSITY INTERNATIONAL COUNCIL OF E-COMMERCE CONSULTANTS, et al
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 <u>2,775,636</u>		
2 <u>2,886,307</u>		
3 <u>3,128,788</u>		
4		
5		

In the above--entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK HOLDER OF PATENT OR TRADEMARK
1	
2	
3	
4	
5	

In the above--entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK MATTHEW DYKMAN	(BY) DEPUTY CLERK 	DATE 8/28/2008
-------------------------	--	-------------------

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

INTERNATIONAL COUNCIL OF
E-COMMERCE CONSULTANTS,
a Nevada corporation,

Plaintiff,

vs.

No. CV-08-780

SECURITY UNIVERSITY LLC,
a Connecticut limited liability company, and
SONDRA SCHNEIDER, an individual
citizen of Connecticut,

Defendants.

COMPLAINT

Plaintiff International Council of E-Commerce Consultants, for its Complaint against defendants, alleges and states as follows:

NATURE OF THE ACTION

1. This action sounds in intellectual property and tort law, and includes plaintiff's claims for trademark infringement, unfair competition, copyright infringement, defamation, unlawful interference with contractual relations, unfair trade practices, trade disparagement, false advertising, misappropriation of identity, breach of contract, and unjust enrichment.

2. Plaintiff is a professional organization for individuals and organizations who work in the fields of electronic commerce ("e-commerce") and internet security. Through accredited training center agreements, plaintiff provides training for information technology ("IT") and e-commerce professionals. An IT or e-commerce professional who successfully completes the training can then obtain one or more of certain well-known professional certifications which are

sponsored by plaintiff, including its "Certified Ethical Hacker (CEH)," "Licensed Penetration Tester (LPT)," and "Computer Hacking Forensic Investigator (CHFI)" certifications.

3. In December 2004 plaintiff entered into an accredited training center agreement with defendant Security University. After the agreement expired in December 2007, defendants continued to hold themselves out to the public as being affiliated with or sponsored by plaintiff, and they copied and used plaintiff's training coursework for their own training programs. Defendants persisted in their unauthorized uses of plaintiff's intellectual property, even after plaintiff objected and demanded that the unlawful activities cease. Furthermore, defendants embarked upon a campaign of tortious conduct directed against plaintiff, including the making of false statements of fact concerning plaintiff which have harmed plaintiff's reputation, unfairly competing with plaintiff by *inter alia* falsely holding themselves out as being connected with plaintiff, and interfering with several of plaintiff's important contractual relationships.

THE PARTIES

4. Plaintiff is a corporation organized under the laws of Nevada. Since August 2006, its principal place of business has been in Albuquerque, New Mexico.

5. Plaintiff is well-known in the e-commerce, IT and internet security fields as "EC-Council" and "EC-Council Inc."

6. Defendant Security University LLC is a Connecticut limited liability company. Its principal place of business is in Stamford, Connecticut.

7. Defendant Sondra Schneider is the founder, chief executive officer, and sole, principal or substantial member of defendant Security University LLC. Upon information and belief, Schneider is a resident of Connecticut.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121 (actions arising out of the Federal Trademark Act), 15 U.S.C. § 1125(a) (actions arising under the Federal Lanham Act, pertaining to unfair competition), 28 U.S.C. § 1338(a)(b) (actions arising under any act of Congress relating to trademarks, copyrights, and unfair competition), 15 U.S.C. § 1116 (actions for injunctive relief relating to trademarks), 17 U.S.C. § 501 (actions arising under the Federal Copyright Act), 17 U.S.C. § 502 (actions for injunctive relief relating to copyrights), 28 U.S.C. § 1331 (Federal question jurisdiction), and 28 U.S.C. § 1332 (diversity of citizenship).

9. This Court has jurisdiction over the causes of action arising under State law, in that they are so related and tied to the nexus of the Federal claims that they are part of the same case and controversy. 28 U.S.C. § 1338; 28 U.S.C. § 1367.

10. Jurisdiction over the defendants in this district is proper, in that there are minimum contacts between defendants and the State of New Mexico sufficient for the exercise of *in personam* jurisdiction.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391, in that a substantial part of the events or omissions giving rise to the claim occurred in this district, and/or a substantial part of property that is the subject of the action is situated in this district.

GENERAL ALLEGATIONS

12. Plaintiff was formed after the tragic events of September 11, 2001 illustrated the need for heightened national security, including for computer systems used by private industry and governmental entities.

13. Since its formation, plaintiff has expended a considerable amount of effort in establishing itself in the minds of relevant consumers as a source of high-quality support for IT

and e-commerce professionals, including through the provision of training certifications and educational manuals.

14. Among other things, the training provided by plaintiff through its accredited training centers teaches IT and e-commerce professionals how computer systems can be illicitly infiltrated by outsiders, in order for the professionals to know how to implement effective blocking and other counter-measures.

15. Plaintiff is the owner of numerous United States Trademark Registrations on the Principal Register, including the following:

(a) Reg. No. 2775636, for "EC-Council International Council of Electronic Commerce Consultants" (words and design), issued October 21, 2003, based upon first use in commerce on October 23, 2001, in connection with training manuals, vouchers, exams and manuals for international e-business, e-commerce and e-security technologies;

(b) Reg. No. 2886307, for "CEH Certified Ethical Hacker" (words and design), issued September 21, 2004, based upon first use in commerce on October 23, 2001, in connection with educational publications, namely, educational technology training manuals for e-business, e-commerce and e-security technologies; and

(c) Reg. No. 3128788, for "LPT Licensed Penetration Tester" (words and design), issued August 15, 2006, based upon first use in commerce on June 8, 2004, in connection with training manuals, vouchers, exams and manuals for international e-business, e-commerce and e-security technologies.

16. The above registrations are valid and subsisting and remain in full force and effect as evidence of the validity thereof, and of plaintiff's exclusive rights to own and use the marks in connection with the goods or services specified in the registrations.

17. Plaintiff has also adopted and used the marks "CHFI Computer Hacking Forensic Investigator" (words and design) in connection with educational technology training manuals for e-business, e-commerce and e-security technologies; and "ECSCA EC-Council Certified Security Analyst" (words and design) also in connection with educational publications for IT and e-commerce professionals.¹

18. As a consequence of plaintiff's efforts, its continuous substantial use and promotion of the Marks, and the superior quality of its goods and/or services rendered under them, consumers of such goods and/or services and others have come to recognize the Marks as a distinctive indication of origin for high-quality security support for IT and e-commerce professionals.

19. Plaintiff has thus established valuable good will and exclusive and superior rights in the Marks, and it is the owner of and has the superior and exclusive rights to use the Marks.

20. Plaintiff is the author of all or substantial parts of various information technology training materials, vouchers, exams, instructor slides, and manuals for e-business, e-commerce and e-security technologies, including but not limited to the following:

(a) "Ethical Hacking (Version 4, Instructor Slides);" and

(b) "Computer Hacking Forensic Investigator (CHFI) (Version 1, Instructor Slides)."²

¹ Hereinafter, plaintiff collectively refers to "EC-Council International Council of Electronic Commerce Consultants" (words and design), "CEH Certified Ethical Hacker" (words and design), "LPT Licensed Penetration Tester" (words and design), "CHFI Computer Hacking Forensic Investigator" (words and design), and "ECSCA EC-Council Certified Security Analyst" (words and design), as "the Marks."

² Hereinafter, plaintiff collectively refers to "Ethical Hacking (Volume 4, Instructor Slides)" and "Computer Hacking Forensic Investigator (CHFI) (Version 1, Instructor Slides)" as "the Works."

21. Deposit copies of the Works, copyright registration application(s), and required fees for registration, have been supplied to and received by the United States Copyright Office.

22. In accordance with its EC-Council Accredited Training Center ("ATC") Agreement, plaintiff appoints certain qualified training centers to act as EC-Council training associates. Upon its appointment, and its payment of associated fees, an ATC becomes authorized by plaintiff to deliver training on EC-Council products and curricula, to use course materials approved and/or developed by plaintiff (including the Works), to hold itself out as an EC-Council Accredited Training Partner ("ATP"), and to make use of the Marks in connection with the marketing and advertising of the ATP's goods and/or services.

23. Among other things, the EC-Council ATC Agreement provides or acknowledges as follows:

(a) the ATC may use the name "EC-Council Accredited Training Partner" only pursuant to the Agreement, may not use it in any other way, and may not incorporate "EC-Council" in any of its own identifications;

(b) during the term of the Agreement and for one year thereafter, the ATP will not deal with certification examinations or programs which compete with plaintiff;

(c) all EC-Council materials are copyrighted to plaintiff and may not be reproduced, copied or provided in any manner other than via approved distribution under the Agreement;

(d) during the Agreement, the ATC is granted a license to use the Marks, but solely in connection with the marketing and advertising of the ATP's services under the ATC Agreement;

(e) the ATC will not use any name or logo that is confusingly similar to the Marks;

(f) the ATC will not hold itself out as having any relation with plaintiff, other than as an "EC-Council Accredited Training Partner" as permitted during the existence of the Agreement;

(g) the ATC may not re-purpose or change plaintiff's coursework materials in any way; and

(h) upon termination or expiration of the Agreement, the ATC shall cease to display, advertise and use any and all of plaintiff's marks.

24. On or about December 1, 2004, defendant Security University, by and through defendant Schneider, entered into an EC-Council ATC Agreement with plaintiff.

25. The EC-Council ATC Agreement with Security University expired on or about December 2, 2007.

26. As of on or about December 2, 2007, Security University has not had any right or authority to use the Marks or the Works.

27. Notwithstanding the expiration of its EC-Council ATC Agreement, and its lack of authority to use the Marks, Security University, by and through defendant Schneider, has made extensive use of the Marks, and/or confusingly similar knock-offs of the Marks, which has caused damage to plaintiff in New Mexico.

28. The Security University website, www.securityuniversity.net, which is published to persons in New Mexico, does or has done *inter alia* the following since on or about December 2, 2007:

(a) It purports to offer "SU EC-Council Certification Prep," including "CEH Prep Certified Ethical Hacker," "LPT License Penetration Tester," and "CHFI Prep Computer Hacking Forensic Investigator."

(b) It identifies EC-Council as one of "Our Partners," while prominently displaying the EC-Council logo.

(c) It lists "EC-Council" under the drop-down menu entitled "Certifications."

(d) It purports to offer "CEH Prep."

(e) It claims to provide an "LPT Workshop."

(f) It claims to provide training for "LPT -- Licensed Penetration Tester."

(g) It promotes "LPT" training classes by stating "EC-Council's Licensed Penetration Tester (LPT) is a natural evolution to the CEH Ethical Hacking class."

(h) It claims to offer a Licensed Penetration Tester program "by Security University/EC-Council."

(i) It purports to offer "EC-Council CHFI & QFE Qualified Forensic Expert" training.

(j) It uses a design logo which EC-Council developed, and which states "The only way to STOP a hacker is to think like one."

(k) It states "SU provides prep classes for EC-Council exams."

(l) It purports to offer "ECSA Prep EC Security Analyst." [and]

(m) It purports to offer training and certifications under labels that inappropriate and are confusingly similar to the Marks, such as "LPT/QPT Qualified Penetration Tester," "CEH/QEH Qualified Ethical Hacker/Defender," "CHFI/QFE Qualified Forensic Expert," and "ECSA Qualified Analyst."

29. Defendants' unauthorized uses of the Marks are likely to cause confusion, mistake or deception as to the source of origin of plaintiff's and defendants' goods and/or services, in that the public and others are likely to believe that defendants' goods and/or services are provided by, sponsored by, approved by, licensed by, affiliated with, or in some other way legitimately connected with plaintiff, all to plaintiff's irreparable harm, as defendants' uses are likely to divert customers away from plaintiff's sales operations or from plaintiff's duly-authorized ATPs, and/or to cause tarnishment and/or dilution of the Marks and associated goodwill.

30. After on or about December 2, 2007, defendants persisted in using the Marks with full knowledge of plaintiff's prior use and ownership, and upon information and belief, with the intention of capitalizing on the goodwill built up by plaintiff therein, and/or depriving plaintiff of clear title to its intellectual property, and/or of causing harm to plaintiff.

31. Since on or about December 2, 2007, plaintiff has had no control over the nature and quality of the goods and/or services provided by defendants. Any failure, neglect or default by defendants in providing such goods and/or services is likely to reflect adversely on plaintiff as the believed source of origin thereof, hampering efforts by plaintiff to continue to protect its outstanding reputation for high-quality training and support for IT and e-commerce professionals, resulting in loss of sales thereof and expenditures to promote its services, all to plaintiff's irreparable harm.

32. The goodwill associated with plaintiff's business under its Marks is of enormous value. The misuse and tarnishment of plaintiff's intellectual property by defendants and the deception of the public will cause irreparable harm and damage to plaintiff, for which there is no adequate remedy at law, and will unlawfully generate income for the services conducted and/or goods sold by defendants.

33. Before bringing this action, plaintiff on numerous occasions brought its concerns to defendants' attention, and requested that defendants discontinue their infringing uses of the Marks.

34. Defendants have refused to abide by plaintiff's numerous demands to stop using the Marks and confusingly similar knock-offs of the Marks.

35. Defendants' infringements of plaintiff's Marks will continue and expand, unless enjoined by this Court.

36. Notwithstanding the expiration of its EC-Council ATC Agreement, and its lack of authority to use the Works, Security University, by and through defendant Schneider, has made extensive unlawful use of the Works.

37. Defendants have distributed training manuals to enrollees of their training classes which are (in whole or in part) copies of plaintiff's Works, after having affixed the name "Security University" and/or "SU" on the Works.

38. In this way, defendants have attempted to pass those training materials off as their own, when in fact they are the intellectual property of plaintiff.

39. Defendants have also sold or attempted to sell coursework that includes "CEH ... exams," when defendants have had no right to do so.

40. Upon information and belief defendants have copied coursework, other than the Works, that was authored and is owned by plaintiff.

41. Continuing their pattern of committing unlawful and/or tortious conduct directed at plaintiff, defendants on several occasions have made false statements of fact to third persons which have harmed plaintiff's reputation. Defendants, for instance, have expressed to third persons in the e-commerce and internet security fields that the quality of EC-Council's work is

poor, that EC-Council is not a valid certification entity, that EC-Council "stole" defendants' coursework content, that EC-Council is led by a dishonest person, and that EC-Council has committed fraudulent conduct; defendants stated to persons at a Colloquium of Information Systems Security Educators ("CISSE") meeting in Dallas, Texas that plaintiff "stole" and/or "copied" defendants' content and that plaintiff is an unethical and/or unprofessional organization led by a "shady" person; defendants stated to one or more members of the U.S. Air Force that plaintiff is not a certification body and is merely a company of two guys in an office in Singapore; and defendants stated to one or more ATPs that plaintiff's product was of poor quality and there was fraud in plaintiff's practices. Defendants expressly aimed these false statements of fact toward plaintiff, a resident of New Mexico.

42. Defendants have also interfered with plaintiff's contractual relations, by contacting one or more of plaintiff's other ATCs, and by enticing or attempting to entice such ATCs to discontinue their relationships with plaintiff in favor of forming some sort of contractual relationship with defendants. Defendants have done so through improper means, including *inter alia* making false statements of fact concerning plaintiff, including that plaintiff was committing fraud in its practices.

43. On one or more occasions defendants enticed business from security training customers by indicating they would receive plaintiff-sponsored classes and certifications such as "CEH," only to switch or attempt to switch the content of the classes and certifications to defendants' programs such as "QEH."

COUNT I - TRADEMARK INFRINGEMENT

44. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

45. Defendants, by their above-enumerated acts, have willfully, knowingly and maliciously violated and infringed and threatened to further infringe the rights of plaintiff in its Marks, in violation of § 32 of the Lanham Act (15 U.S.C. § 1114) and/or the common law, with the intention and/or effect of deceiving and misleading the IT and e-commerce community and the public at large, and of wrongfully trading on the goodwill and reputation of plaintiff.

46. Plaintiff is entitled to the remedies provided by 15 U.S.C. § 1117, and by the common law.

COUNT II – UNFAIR COMPETITION

47. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

48. By unlawfully using and attempting to use commercial identifiers that are confusingly similar or identical to the Marks owned by plaintiff, defendants have willfully, knowingly and maliciously violated and are violating plaintiff's statutory rights under § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), and under the common law.

49. Defendants thereby are depriving plaintiff of the clear title, profits, commercial advantages, and benefits associated with the Marks.

50. Defendants have engaged in false designations of origin, false or misleading descriptions of fact, or false or misleading representations of fact. Such conduct is likely to cause (or has caused) confusion, mistake or deception as to the origin, source and/or sponsorship of defendants' and plaintiff's goods and/or services.

51. Plaintiff is entitled to remedies, as provided by the Lanham Act and the common law.

COUNT III – COPYRIGHT INFRINGEMENT

52. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

53. Through its unlawful copying, defendants have illegally distributed copies or derivatives of the copyrighted Works, ownership of which belongs to plaintiff.

54. Defendants therefore have willfully, knowingly and maliciously infringed and are infringing plaintiff's valid and subsisting copyrights in the Works, and/or are contributing to others doing the same.

55. By reason of defendants' unlawful and unauthorized copying of the Works, plaintiff has been and is being irreparably harmed. Plaintiff is entitled to injunctive relief and to the additional remedies provided under the Copyright Act, 17 U.S.C. §§ 502-505.

COUNT IV – DEFAMATION

56. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

57. Defendants have published communications containing statements of fact concerning plaintiff that were false and defamatory, and were understood by persons receiving the communications to be defamatory. Defendants knew their communications were false, negligently failed to recognize they were false, and/or acted with actual malice.

58. The communications have proximately caused actual injury to plaintiff's reputation, resulting in damages, and entitling plaintiff to compensatory damages and/or presumed damages, and punitive damages.

COUNT V- INTERFERENCE WITH CONTRACTUAL RELATIONS

59. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

60. Defendants have willfully, knowingly and maliciously interfered with the existing and/or prospective contractual relationships plaintiff has with its customers and prospective customers by, with knowledge of the contracts and contacts plaintiff has, and upon information and belief in some or all instances aided by use of the Marks and Works, inducing or attempting

to induce plaintiff's customers and contacts to breach their agreements with plaintiff or its ATCs, and/or to discontinue contractual relations with plaintiff or its ATCs and/or to refuse to deal with plaintiff or its ATCs, with improper motive and/or by improper means and/or without justification or privilege.

61. Plaintiff has suffered injury as a result of defendants' conduct, thereby entitling plaintiff to injunctive relief, and compensatory and exemplary damages.

**COUNT VI – UNFAIR COMPETITION
(NEW MEXICO UNFAIR TRADE PRACTICES ACT)**

62. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

63. Within the meaning of the New Mexico Unfair Practices Act, § 57-12-1 *et seq.* NMSA 1978 (2005 Cum. Supp.), defendants have engaged in unfair or deceptive trade practices and unfair competition by utilizing false or misleading oral or written statements or other representations knowingly made in connection with their sale of products or goods in the regular course of their trade or commerce, which tends to or does deceive or mislead persons by, *inter alia*, representing goods or services as those of another when the goods or services are not theirs; causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services; causing confusion or misunderstanding as to affiliation, connection or association with or certification by another; and using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact where doing so deceives or tends to deceive.

64. By reason of defendants' unfair or deceptive trade practices, plaintiff is entitled to the remedies provided by the New Mexico Unfair Practices Act.

COUNT VII—TRADE DISPARAGEMENT

65. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

66. Defendants have committed trade disparagement by communicating statements to third persons when defendants knew or should have known such statements were false or misleading, and that such statements will likely result in inducing others not to deal with plaintiff.

67. Plaintiff has suffered damages as a result of defendants' conduct.

68. Defendants' conduct has been willful, knowing and malicious.

COUNT VIII—FALSE ADVERTISING

69. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

70. In connection with their goods and/or services in commerce, Defendants have engaged in advertising or promotion that misrepresents the nature, characteristics or qualities of their, and/or plaintiff's, commercial activities.

71. Plaintiff reasonably believes it is likely to suffer damages from the false or misleading representations of the defendants.

72. Plaintiff is entitled to remedies, as provided by the Lanham Act.

COUNT IX—MISAPPROPRIATION OF IDENTITY

73. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

74. Defendants have committed misappropriation and have infringed plaintiff's right of publicity, by impinging upon plaintiff's commercialization of its identity.

75. Plaintiff has suffered damages as a result of defendants' conduct.

76. Defendants' conduct has been willful, knowing and malicious.

COUNT X—BREACH OF CONTRACT

77. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

78. By conduct complained of herein, defendants have breached its EC-Council ATC Agreement, including its non-compete provision.

79. Plaintiff has suffered damages as a result of defendants' conduct.

80. Defendants' conduct has been willful, knowing and malicious, entitling plaintiff to punitive damages.

COUNT XI—UNJUST ENRICHMENT

81. Plaintiff repeats and re-alleges every prior allegation as if fully set forth herein.

82. Defendants have been unjustly enriched by their unlawful conduct, and are liable in restitution to plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff EC-Council requests judgment in its favor and against defendants as follows: (a) preliminary and permanent injunctive relief prohibiting defendants and their officers, agents, servants, employees, attorneys and those persons in active concert or participation with them, from any further misappropriation and/or use of the Marks and/or Works, and any further unfair competition and other tortious conduct, (b) compensatory damages, in an amount to be proved at trial; (c) exemplary and/or treble damages; (d) costs of suit; (e) attorneys' fees; (f) an order requiring defendants to account for and pay over to plaintiff all income realized by them from the unlawful acts complained of herein, in an amount to be proved at trial; (g) statutory damages; (h) interest; and (i) any other relief that the Court may deem just and appropriate.

Respectfully submitted,

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, PA

By: Charles A. Armgardt
Charles A. Armgardt
Attorneys for Plaintiff
Bank of America Centre
P.O. Box 2168
Albuquerque, New Mexico 87102
(505) 848-1800

K:\dox\client\83405\0001\W0853388.DOC