

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

FIRECLEAN, LLC,)
)
)
Plaintiff,)
)
v.)
)
GEORGE FENNELL and STEEL)
SHIELD TECHNOLOGIES, INC.,)
)
Defendants.)
_____)

Civil Action No. 1:16-cv-293-TSE-JFA

DECLARATION OF EDWARD SUGG

I, Edward Sugg, an individual over the age of 18, declare under the penalty of perjury the following facts are true and complete to the best of my knowledge and belief:

1. My brother, David Sugg, and I, are the sole members and managers of FireClean, LLC. ("FireClean.") Our company manufactures and sells FIREClean®.
2. FIREClean® is an oil that improves the reliability and performance of firearms by reducing the adhesion of carbon residue that results from discharging a firearm, otherwise known as "fouling." It also acts as a firearm lubricant.
3. Dave and I are the only two individuals on earth who know the FIREClean® formulation, as far as we are aware. The formulation is not written down.

FIREClean® is Not Crisco Vegetable Oil, and the Formulation Has Never Changed.

4. Defendants have falsely stated, on numerous occasions, that FIREClean® is Crisco Vegetable Oil.
5. The product labeled and marketed as "Crisco Vegetable Oil" is 100% common soybean oil.
6. FIREClean® is not Crisco Vegetable Oil nor otherwise 100% common soybean oil. Nor is FIREClean® composed of any one single oil.



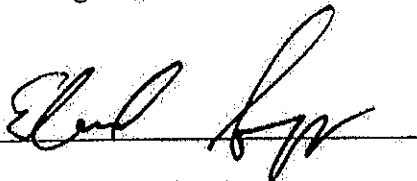
7. Since the inception of FireClean's sale of its product, the selection of oils (which comprise over 99% of the formulation) and the proportions in which they appear, have remained the same. There is, and only ever has been, one formulation of the oils in FIREClean®, and it is materially different from Crisco Vegetable Oil.
8. If compelled to produce "all versions" of the formulation, Plaintiff would *still* only be producing a single formulation, because in fact there is and has only ever been one, and that formulation does not resemble Crisco Vegetable Oil, which is 100% common soybean oil.
9. Because FIREClean® is comprised of at least three non-synthetic oils derived from a plant, vegetable or fruit or shrub or flower or tree nut (as stated in the patent application), there is expected to be minor chemical variation between lots. This is typical and expected when using biologically-based ingredients. I would similarly expect to see some variation in Crisco Vegetable Oil.
10. The phrase "use within one year of purchase" was included on the FIREClean label for approximately a six-month period very early in our sales. It was at the inception of the product, when we did not yet have a "track record" for our product. It was an "abundance of caution" marketing decision. When we removed that phrase, it was not due to a formula change, but rather because we saw that the product was holding up well over time.
11. I should also point out that if we *had* ever changed the formula, we would have likely advertised or labeled it as "new" or "improved." No such FireClean label or advertisement exists.

My Reference to "Newest Blends" Was to an Experimental Test Blend

12. On occasion, I experiment with various oil blends to see if it is possible to create an even better version of FIREClean®. I sometimes provide samples of such experimental test blends to friends or acquaintances who I know to be high-volume shooters. They are always provided free of charge. Brian Butler of the FBI is one of those people.
13. When I provide these experimental test blends to others, they are **never** in bottles marked as FIREClean® or bearing the FIREClean® sticker label, and the bottles are usually translucent, one-ounce containers, as opposed to the opaque, white two-ounce bottles in which FIREClean® is sold.
14. I have never sold one of my experimental test blends, nor has a test blend ever been available as FIREClean® nor placed in the stream of commerce. They are always provided gratis. I consider the shooters to be doing me a favor by trying it out and providing feedback.

15. I have been acquainted with Brian Butler, an agent with the FBI, since approximately the summer of 2012.
16. On occasion, I have provided Mr. Butler with experimental test blends that are not FIREClean®, nor labeled as such.
17. I am the author of the email dated August 7, 2014 at 4:22 pm, which is attached to this Affidavit as Exhibit A.
18. My reference to the “newest blends” is to one of the experimental test blends I provided to Mr. Butler. My reference to the “newest blends” is not a reference to the product sold as FIREClean®.
19. The experimental test blends samples I provided to Mr. Butler did not ultimately become the new FIREClean® formula because, while it excelled at carbon resistance, it did not perform satisfactorily in the areas of metal conditioning and corrosion resistance.
20. The email below mine, from August 7, 2014 at 8:20 a.m., to which I am responding, is an email from Agent Butler of the FBI, to me. I understand his reference to the “new formula” to be pertaining to the experimental test blend sample I provided to him.
21. The email subject “FireClean delivery” was a reference to the FBI’s purchase of actual FIREClean®, not the experimental test blend sample that Mr. Butler and I were discussing.
22. I spoke with Mr. Brian Butler several days ago, who confirmed that this was his recollection of the events, and that the “new formula” he referred to was the experimental test blend sample. FireClean’s counsel is endeavoring to procure his testimony or affidavit for the hearing on this matter.

I declare, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.



Edward Sugg Fireclean LLC
Member and Manager

September 16, 2016

Date