

Standards and operational requirements only through a good-faith, reasoned assessment of what would promote successful, profitable restaurant operations and the long-term interests of the Pizza Hut system.

2. Despite Chaac's objections, Pizza Hut required Chaac to adopt and continue use of the Dragontail software system without reasonable accommodation for Chaac's third-party delivery model (which relies exclusively on DoorDash drivers), and without providing the consultation and field support Pizza Hut promised, therefore depriving Chaac of the benefit of its bargain.

3. The destruction caused by the Dragontail technology used in Chaac's restaurants could have been avoided. Dragontail's integration with kitchen workflow and aggregator dispatch predictably stripped Chaac's managers of operational control, introduced delays, and invited stacking and other algorithmic behaviors that slowed production and delivery. Despite the predictable incompatibilities and the immediate deterioration in Rack Time, Delivery Time, and on-time performance, Pizza Hut demanded the continued use of Dragontail, causing cascading operational breakdowns and customer dissatisfaction. These obstacles were exasperated because Pizza Hut—having stripped the individual DoorDash contracts from Pizza Hut's franchisees and negotiating a master contract between Pizza Hut and DoorDash—failed to hold

DoorDash accountable for the disruption and failed to otherwise provide control over the delivery services.

4. The damage was not abstract: Chaac—a top-performing franchisee, achieving double-digit sales growth, superior production metrics, and industry-leading delivery performance—suffered lost revenue, lost profits, loss in enterprise value, business interruption, and erosion of goodwill and customer relationships; damages proximately caused by Pizza Hut’s misconduct and continuing failure to correct course. The loss of the business and enterprise value during the life-cycle of the business exceeds \$100,000,000.00.

THE PARTIES, JURISDICTION, AND VENUE

5. Plaintiff, Chaac Pizza Northeast LLC, is a Delaware limited liability company with its principal address at 7750 North MacArthur Boulevard #120-223, Irving, Texas 75063.

6. Defendant, Pizza Hut LLC, is a Delaware limited liability company with its principal office located at 7100 Corporate Drive, Plano, Texas 75024. Pizza Hut is engaged in business in the State of Texas and regularly conducts business in this state.

7. Venue is proper here because the Franchise Agreement contains an exclusive venue clause which mandates that any disagreement between the parties be brought in “a state or federal district court of competent jurisdiction”

(§ 36.02) situated in Collin County, Texas, which is in the First Division of the Texas Business Court.

8. Further, this Court has jurisdiction pursuant to TEX. GOV'T CODE § 25A.004 because the amount in controversy exceeds \$10,000,000.00, exclusive of interest and costs.

GENERAL ALLEGATIONS

9. Pizza Hut advertises itself as the second largest pizza chain in America, offering primarily pizza, pasta and other Italian-style food items.

10. Pizza Hut promises the general public “great food” and “great service.” In pursuit of this promise, Pizza Hut requires all franchisees to embrace its “Five-Star Operations” Manual, which focuses on the following key metrics: (1) Speed of Service (fulfill orders quickly; minimize inconsistency); (2) Customer Service (maximize satisfaction, minimize dissatisfied experiences); (3) People Capability (through the official Pizza Training Program); and (4) Availability (available to our customers comparable to competitors).

11. Each “Five-Star” metric is a “critical element of customer satisfaction, competitive positioning, and business growth.” Pizza Hut’s Brand Standards Manual (February 2023), § 1.1.1.

12. “Speed of Service” is a “key metric” because there is a “high correlation between speed of service and customer satisfaction.” *Id.*

13. Franchisees that are “delivery capable” must meet Pizza Hut’s minimum standard for speed in (1) Rack Time and (2) Delivery Time. *Id.* § 1.2.1. Rack Time is measured as the time from when a pizza is removed from the oven rack to the time the pizza has left the building for delivery. Delivery Time is defined as the “time between when an order is received in full by the relevant POS system^[2] and the time an order is ultimately delivered to an off-premises consumer.” *Id.* § 1.1.1.

14. Pizza Hut requires, at a minimum, that fifty-five percent (55%) of orders have a Rack Time of less than five (5) minutes; forty-percent (40%) of orders have a Delivery Time of less than thirty (30) minutes; and that only twenty-percent (20%) of orders have a Delivery Time of greater than forty-five (45) minutes (collectively, the “Minimum Speed Standards”). *Id.* § 1.2.1.

15. Although Chaac used to own its contract with DoorDash, Pizza Hut now owns the national contract with DoorDash to deliver their products to off-premises consumers, which added not only financial burdens on Chaac, but removed key abilities to manage, control, and/or communicate with DoorDash drivers to ensure that their performance would assist Chaac in meeting the Minimum Speed Standards.

16. In negotiating its national contract with DoorDash, Pizza Hut failed to set important parameters for DoorDash, including advising them of

² A Point of Sale (POS) system is a software that enables restaurants to process customer payments, manage inventory, and track sales data in real-time.

Minimum Speed Standards and other service standards to ensure compliance with Brand Standards.

The Franchise Agreement with Chaac

17. In February 2020, Pizza Hut granted Chaac the right to own and operate Pizza Hut restaurants in various states, including New York, New Jersey, Pennsylvania, Maryland, and Washington DC. *See* Location Franchise Agreement No. 1490, executed by and between Pizza Hut and Chaac, dated February 11, 2020 (the “Franchise Agreement”).

18. The Franchise Agreement required that Chaac comply with Pizza Hut’s Brand Standards, including *inter alia* its 5-Star Operations, Minimum Speed Standards, and technology systems. *See* Franchise Agreement, § 6.03.

19. The Franchise Agreement emphasized that Brand Standards are its “essence,” and failure to adhere to them “may damage the reputation and goodwill enjoyed by the Pizza Hut Restaurant network.” *Id.*

20. Therefore, Pizza Hut agreed that, through exercising its business judgment, it would modify Brand Standards to ensure that its franchisee restaurants (and the overall Pizza Hut system) would operate successfully. *See, e.g.*, §§ 6.04, 13.02, 37.01. Specifically, in pertinent part, the Franchise Agreement provided that:

6.04 Modifications to the System and Brand Standards

In the exercise of our reasonable business judgment, we [Pizza Hut] may from time to time modify components of the Pizza Hut system and requirements applicable to you by means of revised Brand Standards You [Chaac] acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our Brand Standards or franchise agreement terms for any particular franchised Business based on the timing of the grant of the franchise, the peculiarities of the particular market area or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the franchised Business. . . .

Id. § 6.04 (emphasis added);

13.02 Our Conducting Tests of Programs, Products and Services at Your Restaurant(s)

. . . [I]t is vital to the Pizza Hut System that it constantly evolve to maintain and advance its competitive position and respond to changes in consumer preferences, demographics, equipment and technology. . . .

Id. § 13.02; and

37.01 Our Business Judgment

Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option using our business judgment, taking into

consideration our good faith assessment of the long term interests of the System overall. . . .

Id. § 37.01 (emphasis added).

21. Pizza Hut also contractually offered to provide its services to support Chaac “with respect to the operation and management” of its Pizza Hut restaurants. *Id.* § 7.04. Specifically, Pizza Hut committed to the following:

7.04 Field Support Services

After you opened your Pizza Hut Restaurant(s), we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also reasonably communicate with our headquarters for consultation and guidance with respect to the operation and management of your Pizza Hut Business and its Restaurant(s). The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

Id. (emphasis added).³

22. To ensure its franchisees’ success, Pizza Hut made providing Adequate Delivery Service (delivery service in accordance with Pizza Hut’s then-current Brand Standards) the “essence” of its agreements with its franchisees. *Id.* § 10.01. Specifically, Pizza Hut emphasized:

³ In its Franchise Disclosure Document (“FDD”), Pizza Hut also set forth its “Continuing Obligations” to furnish Chaac with “field support services, supervision, and/or assistance . . . through on-site visits, off-site sessions, telephonic, electronic or other communication modes.” FDD, at 27 (Item 11).

10.01 Adequate Delivery Service

It is of the essence to this Agreement that you provide Adequate Delivery Service to the entire Delivery Area throughout the Term in strict compliance with all Brand Standards governing such activity (including speed metrics governing delivery time; requirements to maintain product temperature; customer service metrics; the maintenance of organizational capabilities through your engagement and maintenance of qualified operators and key organizational leaders; and, utilizing such equipment, supplies and technology as the Brand Standards specify to achieve such goals).

. . . We reserve the right to periodically reasonably modify your Delivery Area in response to changed demographics, population shifts, business or residential development or similar metrics to further your ability to provide Adequate Delivery Service in accordance with the Brand Standards, such modifications to become effective upon our written notice to you.

At any time during the Term, for each individual Pizza Hut Restaurant, we may evaluate whether you are meeting Brand Standards regarding Adequate Delivery Service to all or any portion of the Delivery Area. . . .

Id. (emphasis added).

23. Despite Pizza Hut's contractual promises and obligations to Chaac to ensure that it met minimum requirements and operated successful businesses, Pizza Hut grossly mismanaged Chaac's franchise, causing a significant drop for Chaac from its position as top performer in the prior four consecutive years.

Chaac's Operations From 2020-2024

24. Chaac operates a total of approximately 111 Pizza Hut restaurants across New York, New Jersey, Maryland, Washington DC, and central Pennsylvania.

25. Chaac offers only carry-out and delivery and therefore relies heavily on DoorDash for deliveries. For orders placed through the Pizza Hut website and application—known as “Drive Program” orders—Chaac relies exclusively on DoorDash for deliveries. DoorDash is the sole delivery vendor approved by Pizza Hut.⁴

26. Chaac's high utilization of DoorDash is reflected in the fact that 111 restaurants generate 15% of DoorDash's Pizza Hut deliveries from the Drive Program system-wide (i.e. approximately 6,500 locations).

27. Prior to the implementation of Dragontail (beginning in 2020 through the summer of 2024, depending on which state), when a consumer placed an order through the Pizza Hut system, Chaac restaurant managers manually inputted the orders into DoorDash's tablet, a software that enabled Chaac's restaurants to process customer orders to DoorDash for delivery.

28. The DoorDash tablet then contacted DoorDash to secure a driver (a “Dasher”) to pick up the delivery items. Chaac had gold-standard drivers

⁴ Chaac's request to Pizza Hut in 2022 or 2023 to add UberEats as a vendor for the Drive Program was denied.

and was able to prevent low-rated drivers from picking up its products for delivery.

29. Pizza Hut's mandatory POS system showed that more than 90% of pizza orders at Chaac's were delivered within thirty (30) minutes.

30. Furthermore, more than 90% of time—compared to a system average of 68%—Chaac's production time averaged under fifteen (15) minutes.

31. In short, for four consecutive years, Chaac was a top operator, earning marks for strong guest satisfaction that were well above the system average.

32. Prior to the complete implementation of Dragontail, Chaac reported double-digit sale increases, outperforming almost every Pizza Hut franchisee from early 2020 through the beginning of 2024, far exceeding the brand's averages.

33. After the rollout of Dragontail, Chaac's performance dropped significantly below system averages.

34. Only recently—after analyzing Chaac's business operations and variables to assess its quick financial decline to its surprise—did Chaac discover that Dragontail, the only significant change in its business since it was the top-performer, caused its numbers to fall.

Pizza Hut Completes Rollout of Dragontail Systems Ltd.

35. Pizza Hut's gross mismanagement and lack of oversight over Chaac peaked with its implementation of Dragontail Systems Ltd. ("Dragontail").

36. In the summer of 2024, Pizza Hut rolled out Dragontail for its franchisees in New York.

37. Pizza Hut advertised Dragontail as a "technology company for the food industry that uses artificial intelligence to optimize food delivery." Dragontail Operation Guide (July 2022), at 2.⁵

38. Dragontail provides back-of-house and kitchen management services to Pizza Hut franchisees. Simply put, its software integrates the franchisees' kitchen, POS system, and third-party aggregators such as DoorDash.

39. Prior to Dragontail, a consumer who placed an order on the Pizza Hut website or application was sent to a Pizza Hut store directly, the kitchen prepared the pizza, and the order was picked up by a Dasher (a DoorDash delivery driver) to be timely delivered to the consumer.

40. With the implementation of Dragontail, Pizza Hut permitted DoorDash to gain visibility into the status and workflow of the entire pizza

⁵ Recently, in April 2026, pizza restaurants, including Pizza Hut, and food delivery companies, including DoorDash, were sued in Texas federal court for infringement on five (5) patents that cover technology for mobile ordering and payments.

production. This access allowed DoorDash to know when the pizzas went into the oven and were ready for pick-up, and when other pizza orders would be ready for pick-up. This information allowed the Dashers to wait for the next order or orders, sometimes up to fifteen (15) minutes.

41. With this visibility, DoorDash was able to implement changes for its own financial benefit and to Chaac's detriment. For example, Dashers waited for multiple orders, because a Dasher knew not only that its original order was ready, but that another one or more orders would be ready minutes later. Instead of picking up one order for immediate delivery, as they had done for the past four years, Dashers now wait up to fifteen (15) minutes to pick up multiple deliveries, causing significantly longer Rack Times and slower Delivery Times.

42. Additionally, with Dragontail, Dashers were able to see whether the consumer-purchasers tipped them, or whether the orders were cash orders. Dashers who were not tipped at all or sufficiently were less likely to make a delivery. Also, Dashers who saw that an order was to be paid in cash declined to accept the delivery altogether. Thus, alternate Dashers that accepted the orders (despite being a cash or low-tip order) arrived well after the products were ready for delivery. These issues, arising out of DoorDash's visibility, caused a disruption in orderly delivery and significantly slower Delivery Times.

43. Although Pizza Hut required training on the Dragontail system, it failed to offer proper training to Chaac's restaurant managers beyond how to enter an order on the restaurant tablets. Additionally, the "Dragontail Operation Guide" did not provide any insight on how to manage the DoorDash delivery service, which adversely affected operators such as Chaac, which relied heavily on DoorDash.

44. The use of Dragontail led to longer Rack Times, slower Delivery Times, colder product (caused by delays), and reduced customer satisfaction.

45. Specifically, Rack Time increased from under five (5) minutes to as much as twenty (20) minutes, and Delivery Time increased substantially from thirty (30) minutes to more than forty-five (45) minutes (well beyond the Minimum Speed Standards). Only approximately 50% of orders were delivered within thirty (30) minutes, in contrast to significantly better performance pre-Dragontail.

46. The stated goal of Dragontail was to assure hot and fresh pizza.

47. Dragontail was supposed to be a tool to assist with in-house delivery drivers by providing insight as to the availability of DoorDash drivers in the event that in-house restaurant drivers were either not available or slower to deliver products.

48. Clearly, Dragontail was not meant for franchisees like Chaac, which, as of the time of the Dragontail rollouts in each state, exclusively used

and relied upon aggregators (i.e. Dashers) to deliver its products to off-premises consumers.

49. With the intention to improve efficiency and service to the customer, Dragontail did the exact opposite; it caused significant delays and pummeled consumer satisfaction.

50. Following Pizza Hut's decisions to implement Dragontail, Chaac significantly dropped from its position as franchisees that were outperforming other system-wide franchisees.

51. Specifically, in the third quarter of 2024, shortly after the implementation of Dragontail, Chaac reported sharp declines in sales in all markets.

52. For instance, Chaac's New York City market—which had 10.19% sales growth year after year—dropped to -9.78%.

53. At the time, Chaac did not understand its financial demise, as no material operational changes were made that would warrant such rapid decline. For instance, Chaac did not reduce its staffing or make any other significant changes to its business that had made it so successful for the many prior consecutive years.

54. In 2025, Chaac continued to underperform systemwide. Compared to roughly a 1% decline in sales systemwide, Chaac's New York sales declined approximately 10%.

55. Similarly, following the rollout of Dragontail in Maryland and Washington DC, Chaac's average comp. sale declined to -1.1% (compared to the 36-month period pre-Dragontail in which sales were up 14.33%); and following the rollout in of Dragontail in Pennsylvania, Chaac's sales growth dropped to -0.43% (compared to the 36-month period pre-Dragontail in which sales were up 7.22%).

56. At the time, Chaac could not explain its sales decline, especially because its operations were consistent and its production was improving. Despite Chaac's requests for assistance, Pizza Hut refused to provide any explanation for or insight into Chaac's financials, or any support to Chaac for its declining numbers.

57. In light of Chaac's pre-Dragontail systemwide outperformance with stable operations and improved production, Chaac only recently discovered that its decline was directly caused by the implementation of the Dragontail system.

58. Although New York, specifically, was identified by Pizza Hut as a priority growth market, Pizza Hut never contacted Chaac to address the increasing and worsening Rack Times and Delivery Times, or any other issues plaguing Chaac's restaurants with underperformance.

59. By requiring Chaac to continue to use Dragontail, and by failing to exercise reasonable efforts to modify the Dragontail system, to accommodate

Chaac to improve its Rack Times and Delivery Times, to manage or set parameters for DoorDash despite its national contract with them, or to provide guidance on how to improve Chaac's debilitating financial condition, Pizza Hut violated the Franchise Agreement, including but not limited to Sections 6.03, 6.04, 7.04, 10.01, 13.02, and 37.01.

60. Pizza Hut's repeated failures to either stop the use of Dragontail or modify its application to Chaac given its exclusive reliance on DoorDash's services, and extensive neglect in managing and/or providing requested oversight to Chaac, deprived Chaac of the benefit of its bargain under the Franchise Agreement.

61. As a direct and proximate cause of Pizza Hut's breaches, Chaac has suffered extensive damages, including but not limited to loss of revenue, business interruption, long-term damage to its enterprise and goodwill, and loss of customers, all of which will require a life cycle of the franchise to recover from.

62. Pizza Hut's breaches have also resulted in consequential damages, including loss of enterprise value, and lost profits that Chaac would have earned but for Pizza Hut's change in systems.

63. Pizza Hut's continued failure to perform under the Franchise Agreement constitutes a material breach that has substantially impaired

Chaac's ability to operate its business successfully and fulfill its obligations to customers.

64. Chaac has fully performed its own contractual obligations or has been excused from doing so by Pizza Hut's prior material breaches.

65. All conditions precedent to bringing this action have been performed, waived, or otherwise satisfied.

66. Chaac has retained counsel in this action and has agreed to pay them reasonable fees in connection therewith. Chaac is entitled to recovery of its reasonable attorney's fees incurred in this action pursuant to Section 36.07 of the Franchise Agreement.

CAUSE OF ACTION

Count I – Breach of the Franchise Agreement

67. Chaac incorporates each and every allegation set forth in Paragraphs 1 through 66, *supra*, as if fully set forth herein.

68. The Franchise Agreement constitutes a valid and binding contract between Chaac and Pizza Hut.

69. Under the Franchise Agreement, Chaac is required to comply with Pizza Hut's Brand Standards, including the 5-Star Operations, Minimum Speed Standards, and specified technology systems, and Pizza Hut retained the right to modify Brand Standards and components of the system in the exercise of its reasonable business judgment and in consideration of the

long-term interests of the system overall. *See, e.g.*, Franchise Agreement §§ 6.04, 13.02, 37.01.

70. The Franchise Agreement makes Adequate Delivery Service, including compliance with speed metrics and the use of specified technology to achieve such goals, material to the parties' obligations under the Agreement. *Id.* § 10.01.

71. In 2023 and 2024, Pizza Hut completed its rollout of Dragontail for its franchisees in New York, Maryland, Washington DC, and Pennsylvania, which represented a mandated technology integration affecting kitchen, POS, and third-party aggregator dispatch.

72. Following Pizza Hut's Dragontail rollout, Chaac's restaurants experienced increased Rack Times and Delivery Times and diminished customer satisfaction as compared to pre-Dragontail.

73. Although aware of Chaac's financial downfall from being a top performer, Pizza Hut did not contact Chaac to address the worsening delivery metrics after the Dragontail implementation and required Chaac to continue using Dragontail despite its adverse impacts.

74. Pizza Hut retained contractual discretion to modify system components and Brand Standards, including technology requirements, using reasonable business judgment and a good-faith assessment of the long-term interests of the system overall.

75. But Pizza Hut materially breached the Franchise Agreement, including Sections 6.03, 6.04, 7.04, 10.01, 13.01, and 37.01 by, among other things:

a. Implementing Dragontail in Chaac's restaurants despite their exclusive reliance on aggregators (i.e. no in-house delivery drivers);

b. Requiring continued use of Dragontail despite materially degrading delivery metrics (i.e. Rack Time and Delivery Time) and customer satisfaction, and impairing Chaac's ability to meet Minimum Speed Standards tied to Adequate Delivery Service;

c. Using its discretionary authority over Brand Standards, technology, and system-modification prerogatives without its stated obligation to exercise reasonable business judgment and without due consideration of the long-term interests of the system overall, resulting in materially impaired delivery performance at Chaac's restaurants;

d. Failing to ensure (e.g. through training, inspections, and/or system modifications) that Dragontail—a mandated technology—enabled Chaac to provide Adequate Delivery Service as required by the Franchise Agreement;

e. Failing to take reasonable corrective steps—such as pausing, modifying, or otherwise accommodating Dragontail's deployment in

Chaac's restaurants—after being on notice of sustained performance degradation;

f. Failing to provide any management or oversight despite repeated requests and obvious financial underperformance by Chaac; and

g. Failing to manage and ensure that DoorDash—with whom Pizza Hut had a national contract—assisted Chaac's compliance with the Minimum Speed Standards.

76. As a direct and proximate result of Pizza Hut's breaches, Chaac has suffered substantial damages, including lost revenue, lost profits, business interruption, reputational harm, and customer loss.

77. Pizza Hut's breaches are ongoing and continuing, and Pizza Hut has failed and refused to fulfill its contractual obligations despite repeated requests by Chaac.

78. Chaac has fully fulfilled its contractual obligations or has been excused from performance by Pizza Hut's prior material breaches, and all conditions precedent have been performed, waived, or satisfied.

PRAYER

WHEREFORE, Plaintiff, Chaac Pizza Northeast LLC, demands judgment against Defendant, Pizza Hut LLC, for all recoverable damages, including compensatory and consequential damages in an amount no less than \$100,000,000.00, pre-judgment interest, attorney's fees and costs pursuant to

Section 36.07 of the Franchise Agreement, and such further relief as this Court deems just and proper.

Dated: May 6, 2026.

Respectfully submitted,

/s/ Brant C. Martin

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**ATTORNEYS FOR PLAINTIFF
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Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

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Filing Code Description: Application
Filing Description: Plaintiff's Original Petition
Status as of 5/7/2026 8:30 AM CST

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