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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

Data Sales Co. Inc., a Minnesota
corporation,

Plaintiff,

v.

Path Networks, Inc., a Delaware
corporation,

Defendant.

Case No. CV2025-027770

**APPLICATION FOR ORDER TO
SHOW CAUSE WHY PLAINTIFF
SHOULD NOT BE GRANTED THE
PROVISIONAL REMEDY OF
REPLEVIN
PURSUANT TO EITHER A.R.S. § 12-
2402 OR A.R.S. § 12-2403**

Before the Hon. Joseph Kreamer

Plaintiff Data Sales Co, Inc. (“Data Sales”) asks this Court to either (1) enter and Order and Writ of Replevin as requested herein, without notice, pursuant to A.R.S. § 12-2402, or (2) if this Court believes notice is necessary, enter an Order directing Defendant Path Networks, Inc. (“Path”) to show cause why this Court should not grant Data Sales the provisional remedy of replevin, with notice, pursuant to A.R.S. § 12-2403.

This Application is supported by the Verified Complaint on file in this action, and the Affidavit of Robert Breckner (“Breckner Aff.”) which is attached hereto as **Exhibit 1**.

I. INTRODUCTION

Data Sales and Path are both subject to that certain contract know as Master Lease #3986, dated July 30, 2021 (the “Master Lease”). Pursuant to the Master Lease, Data Sales has leased 124 pieces of IT infrastructure, primarily computer servers and related equipment (collectively, the “Product”), to Path in exchange for monthly rent payments.

Since late 2024, however, Path has failed to pay rent under the Master Lease. Despite Data Sales’ repeated demands, Path has refused, and continues to refuse, to pay the

1 outstanding rent. Moreover, Path is in possession of, and despite demand that it do so,
2 refuses to return the Product to Data Sales. Thus, in accordance with the Master Lease,
3 in addition to monetary damages, Data Sales is entitled to the immediate return of the
4 Product to, among other things, mitigate its damages and enforce its contractual rights and
5 remedies.

6 Accordingly, for the following reasons, this Court should grant Data Sales'
7 Application and issue a writ of replevin ordering Path to immediately surrender possession
8 of the Product to Data Sales, the Sheriff, or other appropriate law enforcement personnel
9 so the Product may be safely returned to Data Sales.

10 **II. THE RELEVANT FACTS**

11 **A. THE PARTIES AND THE MASTER LEASE AGREEMENT**

12 Data Sales is a Minnesota corporation based in Burnsville, Minnesota, that is
13 licensed to do business in Maricopa County, Arizona. Verified Complaint (“VC”), ¶ 2;
14 Breckner Aff. ¶ 4. Data Sales is an equipment lessor that originates its own lease
15 transactions and purchases equipment leases and associated schedules from original lessors,
16 including without limitation, leases for IT infrastructure equipment such as computer
17 servers. VC ¶ 2; Breckner Aff. ¶ 3.

18 Path is a Delaware corporation based in Scottsdale, Arizona. VC ¶ 3; Breckner Aff.
19 ¶ 4. Path is engaged in the business of providing its customers with services and
20 technological assistance aimed at defending and/or mitigating against distributed denial of
21 service (DDoS) attacks and other malicious forms of cyber-attack. *Id.*

22 On July 30, 2021, Technology Financing Corporation (“TFC”), as lessor, and Path,
23 as lessee, entered into the Master Lease, pursuant to which Path agreed to lease computer
24 servers and other items of equipment in accordance with lease schedules to be entered into
25 between the parties. VC ¶ 10, Ex. A; Breckner Aff. ¶ 4.

26 **B. THE LEASE SCHEDULES**

27 In accordance with the Master Lease, TFC issued 18 lease schedules in which new
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1 items of equipment were added and made subject to the Master Lease and its provisions.
2 VC ¶ 11; Breckner Aff. ¶ 4.

3 The addition of equipment pursuant to schedules issued under the Master Lease is
4 memorialized in a series of 18 separate Lease Schedules (collectively, the “Lease
5 Schedules”). See VC ¶¶ 12.a - 12.q, Exs. B - S; Breckner Aff. ¶ 4. The Lease Schedules
6 incorporate by reference all of the terms, conditions, representations and warranties of the
7 Master Lease, with the resulting agreement “constitut[ing] a separately enforceable,
8 complete and independent Lease with respect to the Product described herein.” VC ¶ 14,
9 Ex. A (Master Lease) at 1.

10 **C. TFC ASSIGNS THE MASTER LEASE TO DATA SALES**

11 TFC executed and delivered to Data Sales an Assignment, pursuant to which TFC
12 assigned to Data Sales all of TFC’s right, title and interests in and to the Master Lease,
13 Lease Schedules, and leased personal property and equipment. VC ¶ 15, Exs. B-S; Breckner
14 Aff. ¶ 4. Path, moreover, expressly consented to each Assignment. VC ¶ 16; Breckner Aff.
15 ¶ 4. To that end, for each Lease Schedule, Path executed and delivered a Notice and
16 Acknowledgement pursuant to which it acknowledged and agreed to the Assignment and
17 agreed to render payment and performance to Data Sales.¹ *Id.*

18 **D. RELEVANT PROVISIONS OF THE LEASE DOCUMENTS**

19 Under the Lease Documents, Path agreed to lease various items of equipment for the
20 duration of the applicable term, to make monthly rental payments set forth in the Lease
21 Schedules, and to pay all applicable taxes and other amounts due and owing (the “Rent”).
22 VC ¶ 17; Breckner Aff. ¶ 4. The specified initial terms and base rents payable under the
23 Lease Schedules are as follows:

Lease Schedule	Initial Term	Monthly Rental**
Schedule 001	36 mos.	\$1,504.94

26
27 ¹ The Master Lease, Lease Schedules, Assignments, Notices of Acknowledgement and
28 related documents are hereafter together referred to as the “Lease Documents.”

Lease Schedule	Initial Term	Monthly Rental**
Schedule 002	36 mos.	\$1,736.62
Schedule 003	36 mos.	\$2,964.83
Schedule 004	36 mos.	\$3,526.84
Schedule 005	36 mos.	\$1,763.39
Schedule 006	36 mos.	\$1,318.26
Schedule 007	36 mos.	\$6,123.79
Schedule 008	36 mos.	\$6,775.21
Schedule 009	36 mos.	\$6,593.33
Schedule 010	36 mos.	\$6,459.02
Schedule 011	36 mos.	\$1,675.80
Schedule 012	36 mos.	\$ 877.40
Schedule 013	36 mos.	\$8,424.35
Schedule 014	36 mos.	\$6,409.68
Schedule 015	36 mos.	\$3,516.64
Schedule 016	36 mos.	\$2,012.42
Schedule 017	36 mos.	\$1,848.95
Schedule 018	36 mos.	\$1,274.79

**In addition to monthly rental payments, Path is also responsible for the payment of all taxes to the Product covered by the Lease Schedules. *See Exs. A-S.*

VC ¶ 18, Exs. A-S; Breckner Aff. ¶ 4.

Under the Master Lease, Path’s payment and other obligations as lessee continue for the initial term and “renew automatically thereafter until terminated by either party upon not less than ninety (90) days prior written notice.” VC ¶ 19, Ex. A (Master Lease) § 1; Breckner Aff. ¶ 4.

The Master Lease further provides that for each Lease Schedule, at the expiration of

1 the initial term, the lessee has the option, upon “written notice given at least ninety (90)
2 days prior to expiration” of the term, and “provided Lessee is not in default under any”
3 Lease Schedule, to “(a) exercise any purchase option set forth in the [Lease] Schedule, or
4 (ii) renew the [Lease] Schedule for a mutually agreed upon fixed-term extension period, or
5 (iii) return the Product to Lessor [Data Sales] at the expiration date of the [Lease] Schedule
6 pursuant to Section 6 above.” VC ¶ 20, Ex. A (Master Lease) § 9; Breckner Aff. ¶ 4. Section
7 6, in turn, requires the return of all Product at the end of the term of the Lease Schedule,
8 and it requires the payment of Rent until that occurs. VC ¶ 20, Ex. A (Master Lease) § 6;
9 Breckner Aff. ¶ 4.

10 Section 13 of the Master Lease defines events constituting a default to include a
11 failure “to pay Rent within ten (10) days of due date” or if the “Lessee fails to perform or
12 observe or breaches any covenant or condition or any representation or warranty . . . and
13 such failure continues unremitted for a period of ten (10) days after written notice”
14 VC ¶ 21, Ex. A (Master Lease) § 13; Breckner Aff. ¶ 4. The Master Lease, however, *does*
15 *not* require that Data Sales provide Path with written notice of default or a written demand
16 if the default consists of a failure to pay Rent that is not paid within 10 days from the due
17 date. VC ¶ 22, Ex. A (Master Lease) § 13; Breckner Aff. ¶ 4.

18 Upon the occurrence of a default under the Master Lease and Lease Schedules, Data
19 Sales is entitled, as one of its non-exclusive remedies, to accelerate and declare to be
20 immediately due and payable all past due Rents and all remaining Rents under the Lease
21 Schedule. VC ¶ 23, Ex. A (Master Lease) § 13; Breckner Aff. ¶ 4.

22 Data Sales additionally has the right, as another of its non-exclusive remedies, to
23 take immediate possession of the leased Product and/or to “require” Path to “return
24 immediately all Product leased . . . in accordance with [Master Lease] Section 6” and
25 additional authorizes Data Sales to “*take immediate possession of and remove the Product.*”
26 VC ¶ 24, Ex. A (Master Lease) § 13 (emphasis added); Breckner Aff. ¶ 4. Section 13 of
27 the Master Lease further imposes liability upon Path for “reasonable attorneys’ fees, other
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1 costs and expenses resulting from any default, or the exercise of . . . remedies” by Data
2 Sales. VC ¶ 25, Ex. A (Master Lease) § 13; Breckner Aff. ¶ 4.

3 **E. PATH’S DEFAULTS**

4 Path is in default under the Master Lease and Lease Schedules for failure to make
5 regular Rent payments that have become due from and after September 1, 2024, and for
6 failure to timely pay all applicable taxes. VC ¶ 26; Breckner Aff. ¶ 4. Path is also in default
7 because, despite demand that it do so, Path has refused to assemble and return the Product
8 to Data Sales – despite having failed to exercise any one lease end or termination options
9 otherwise provided for under Section 9 of the Master Lease. VC ¶ 27; Breckner Aff. ¶ 4.

10 On April 15, 2025, Data Sales provided Path with a formal written notice of default
11 and demanded payment of all past due Rents on or before April 25, 2025. VC ¶ 28, Ex. T;
12 Breckner Aff. ¶ 4. Path failed to pay the past due Rents. VC ¶ 29; Breckner Aff. ¶ 4. Then,
13 on May 2, 2025, Data Sales made another written demand upon Path, which without
14 limitation, demanded full payment and the turnover of all leased Product no later than June
15 30, 2025. VC ¶ 30, Ex. U; Breckner Aff. ¶ 4.

16 Despite Data Sales’ repeated demands, Path has failed pay the amounts past due and
17 refused to return the Product to Data Sales. VC ¶ 31; Breckner Aff. ¶ 4. Path’s conduct
18 constitute events of default entitling Data Sales to exercise all of its contractual rights and
19 remedies, including without limitation, compelling Path to “return immediately all Product
20 leased . . . in accordance with [Master Lease] Section 6.” VC ¶ 32, Ex. A (Master Lease),
21 §§ 6, 13; Breckner Aff. ¶ 4.

22 As of August 6, 2025, Path owes Data Sales at least *\$1,096,313.34* under the terms
23 of the Lease Documents. VC ¶ 34, Ex. V; Breckner Aff. ¶ 4. Moreover, Path is in
24 possession of the Product, all of which is leased subject to immediate seizure and
25 repossession under the Master Lease. Breckner Aff. ¶ 5. Currently, the estimated residual
26 value of the Product totals \$81,903.39, which again consists of 124 pieces of equipment
27 and includes, without limitation, servers and/or workstation processors, data center
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1 switches, power supply units (PSU), open ethernet switches, 3U chassis, and rack servers
2 with wall mounts. *Id.* ¶ 6, Ex. 1.

3 **III. DATA SALES IS ENTITLED TO THE PROVISIONAL REMEDY OF**
4 **REPLEVEN**

5 **A. PROVISIONAL REMEDY STANDARD**

6 “A party may at any time after the filing of a civil action, make application, under
7 oath, to the court to issue any provisional remedy allowed by law.” A.R.S. § 12-2404(A).
8 “Such application shall be filed with the [Court] ... and shall set forth the factual and legal
9 basis for each provisional remedy sought.” A.R.S. § 12-2404(B). Upon the filing of an
10 application, a notice is issued to any party against whom any provisional remedy would
11 operate. *Id.* §§ 12-2405; -2406. That party may request a hearing. *Id.* §§ 12-2405; -2407.

12 **B. DATA SALES IS ENTITLED TO THE IMMEDIATE REPLEVIN OF THE**
13 **PRODUCT – WITH OR WITHOUT NOTICE**

14 The Court may grant a provisional remedy if: (1) the party against whom the remedy
15 will be enforced is served with the application and notice; (2) the statutory requirements for
16 the issuance of the provisional remedy are met; and (3) the applicant shows its claim or
17 claims are probably valid. *CNA Nat’l Warranty Corp. v. RHN Inc.*, No. CV-19-04516-
18 PHX-DLR, 2019 WL 3282095, at *1 (D. Ariz. July 19, 2019) (citing A.R.S. §§ § 12-2403
19 and 12-2410).

20 For a provisional remedy *without* notice, the applicant must provide an affidavit that
21 establishes with “particularity” and to the “court’s satisfaction” (1) sufficient facts
22 supporting the party’s claim,” (2) “one of the requirements” of A.R.S. § 12-2402(A) has
23 been met, and (3) the applicant will file such other pleadings or affidavits as are required
24 by law as a prerequisite to the issuance of any provisional remedy sought. A.R.S. § 12-
25 2402(B).

26 For a provisional remedy *with* notice, the applicant must establish (1) all statutory
27 requirements for the issuance of the provisional remedy have been met, (2) an application
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1 and notice has been filed with the court and a copy has been served on the party against
2 whom any remedy will operate, and (3) that party has been afforded an opportunity for a
3 hearing. A.R.S. § 12-2403.

4 Data Sales satisfies each factor necessary for the issuance an immediate writ for
5 replevin of the Product – whether with or without notice.

6 **1. REQUIREMENT 1: Data Sales will have properly filed, and served**
7 **Path with copies of, the Application and will provide Path notice**

8 An application and notice for issuance of any provisional remedy must be filed with
9 the clerk of the court and a copy must be served on the party against whom any remedy will
10 operate. A.R.S. § 12-2403(2).

11 Data Sales will file its Application with the Court, and seeks entry of an Order to
12 Show Cause directing Path to appear and show cause why the relief requested should not
13 issue in the event the Court believes a provisional remedy without notice is unwarranted.
14 Either way, after filing the Application, Data Sales will arrange to deliver Path with the
15 Application and notice by e-mailing copies to their known legal counsel, and arranging for
16 personal service. Any Order to Show Cause will be similarly served.

17 Therefore, Data Sales will satisfy the application, notice, and service requirement.

18 **2. REQUIREMENT 2: Data Sales has satisfied all statutory requirements**
19 **required for a provisional remedy with or without notice**

20 First, Data Sales has provided sufficient facts to support its claim. *See generally*
21 *Breckner Aff.; AC. For example:*

- 22 i. Data Sales and Path are both subject to the Master Lease wherein Data Sales
23 leased the Product to Path, (AC ¶¶ 10-11, Ex. A);
- 24 ii. From July 30, 2021 through January 12, 2023, TFC and Path entered into Lease
25 Schedules governing the leasing of Product, and TCF assigned to Data Sales
26 all of the ownership interest in the Product and associated rights under the
27 Master Lease and Lease Schedules, and Data Sales separately perfected
28 protective security interests in the Product by filing UCC financing statements,
(AC ¶ 12, Exs. B-S);
- iii. The Lease Schedules are subject to the Master Lease, which upon default by
Path, requires it “to return immediately all Product under such Schedule” to

1 Data Sales, and/or allows Data Sales to “take immediate possession of and
2 remove the Product,” (AC, Ex. A, § 13);

- 3 iv. Path is in default under the Master Lease and Lease Schedules for failure to
4 pay Rent and return the Product, (AC ¶¶ 26-27), despite Data Sales formal
5 written notices and requests, (AC ¶¶ 28-32, Exs. U-R);
- 6 v. Path owes Data Sales at least \$1,096,313.34 under the terms of the Lease
7 Documents, (AC ¶ 34, Ex. V); and
- 8 vi. Path possesses the Property (the portion of the Product located in Maricopa
9 County), which for purposes of this Application, consists of 124 pieces of IT
10 equipment with a worth and/or costs of approximately \$81,903.39, (Breckner
11 Aff. ¶¶ 5-6, Ex. 1).

12 Second, as for a provisional remedy *without* notice, Data Sales satisfies A.R.S. § 12-
13 2402(A). Again, a Court may issue a provisional remedy when the applicant: (1) is “the
14 owner or lessor or otherwise lawfully entitled to the possession of the property claimed;”
15 (2) has satisfied the requirements of A.R.S. § 12-1301 and 12-1303; and (3) is “seeking a
16 provisional remedy in the nature of replevin, except that a provisional remedy under this
17 section may not be obtained to enforce a security interest in consumer goods which is not
18 a purchase money security interest.” A.R.S. § 12-2402(A)(2).

19 As to factor 1, Data Sales is clearly the owner or lessor, and is otherwise lawfully
20 entitled to the possession of, the Product that Path possesses in Maricopa County. Breckner
21 Aff. ¶¶ 5-6; *see generally* AC, Exs. A-S.

22 For factor 2, Data Sales has also satisfied the requirements of A.R.S. § 12-1301.
23 Section 12-1301 requires that a plaintiff seeking “possession of specific personal property”
24 submit an affidavit showing: (1) the plaintiff is “the owner of the property claimed,
25 sufficiently describing it, or is lawfully entitled to its possession,” (2) “the property is
26 wrongfully detained by the defendant;” and (3) “[t]he actual value of the property and that
27 it has not been seized under any process, execution, or attachment against the property of
28 the plaintiff.” Data Sales has satisfied these requirements because its Application, pleading,
and Mr. Breckner’s Affidavit each establish that Data Sales rightfully owns the Product
(Breckner Aff. ¶ 4; *see generally* AC), prove that Path has wrongfully detained the Product

1 (Breckner Aff. ¶ 7), and establishes that the Product has not been seized under any process,
2 execution, or attachment against the property of the Data Sales (*id.* ¶ 8). And for purposes
3 of A.R.S. § 12-1303, Data Sales stands ready, willing, and able to post a replevin bond and
4 to comply with other bonding requirements as determined by this Court. Breckner Aff. ¶
5 9.

6 With respect to factor 3, Data Sales is seeking a provisional remedy in the nature of
7 replevin, and the Product is *not* comprised of consumer goods. Breckner Aff. ¶ 5.

8 Third, and finally, Data Sales stands ready to file any other pleadings and affidavits
9 that are required as a prerequisite before the issuance of a provisional remedy. Breckner
10 Aff. ¶ 11.

11 **3. REQUIREMENT 3: Data Sales has established the probable validity**
12 **of its claims.**

13 This is a straightforward collection matter for non-payment of leases concerning IT
14 Equipment (mostly computer servers and related devices). Upon Path’s default, the Master
15 Lease provides Data Sales with the right to “take immediate possession of and remove the
16 Product.” AC, Ex. A, § 13. Further, Data Sales has retained all of its rights to the Product
17 and – in an abundance of caution – has additionally filed protective UCC financing
18 statements. AC, Exs. B-S.

19 Accordingly, Data Sales has established the probable validity of its claims in this
20 Application, and if Path requests a hearing, Data Sales will further demonstrate its right to
21 the immediate replevin of the Product. *See* A.R.S. § 12-2140.

22 **4. REQUIREMENT 4: Path will be afforded an opportunity for a hearing**
23 **if the Court determines that notice is warranted.**

24 This Court may issue a provisional remedy, with notice, if “[t]he party against whom
25 any provisional remedy is sought has been afforded an opportunity for a hearing or a
26 hearing has been held as provided in this article.” A.R.S. § 12-2403(3). Through this show
27 cause application, Data Sales has asked this Court to issue a writ of immediate replevin for
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1 the Product. If the Court believes a writ without notice is unwarranted, then the Court can
2 (and should) set a Show Cause hearing so that Path can be heard. Thus, Path will be given
3 an opportunity to be heard in the event the Court believes notice is warranted before a writ
4 is issued.

5 **IV. CONCLUSION**

6 Pursuant to the Lease Documents, Path is clearly in default for failing to make a
7 single scheduled payment for nearly a year. Therefore, pursuant to the Master Agreement
8 and A.R.S. § 12-2401, *et seq.*, Data Sales is entitled the provisional remedy of immediate
9 replevin of the Product located in Maricopa County.

10 As such, Data Sales respectfully requests that the Court grant its Application and
11 issue a writ of immediate replevin, without notice, ordering the forced surrender and
12 delivery of the Product to Data Sales.

13 If, however, this Court believed that notice is required, then Data Sales asks this
14 Court enter and Order to Show Cause setting a hearing on this Application as soon as
15 possible.

16 RESPECTFULLY SUBMITTED: August 13, 2025.

17 TAFT STETTINIUS & HOLLISTER LLP

18 By /s/ Craig Morgan
19 Craig A. Morgan
20 2555 East Camelback Road, Suite 1050
Phoenix, Arizona 85016
Attorneys for Plaintiff Data Sales, Inc.

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1 **ORIGINAL** of the foregoing electronically
2 filed via TurboCourt and COPY sent via
3 email on August 13, 2025 to:

3 Michael P. Rolland
4 Andrew O’Keeffe
4 **ENGELMAN BERGER, P.C.**
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6 mpr@eblawyers.com
6 aro@eblawyers.com
7 *Presumed Counsel for Defendant*

7 And served via Process Server,
8 pursuant to Arizona Rule of
9 Civil Procedure 4.1(i) to:

10 Path Networks, Inc.
10 C/O Statutory Agent
11 Rose Law Group, P.C.
11 7144 E. Stetson Drive, Suite 300
12 Scottsdale, Arizona 85251

13 /s/ Ella Meshke

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EXHIBIT 1

EXHIBIT 1

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re: AFFIDAVIT OF ROBERT BRECKNER

STATE OF MINNESOTA)
County of Dakota) ss.

1. I, Robert Breckner, state under oath as follows:

2. I voluntarily and freely make this affidavit based upon my own personal knowledge. I am over the age of twenty-one years, and I am competent to make this affidavit.


3. I am making this affidavit in connection with the *Data Sales Co., Inc. v. Path Networks, Inc.*, Case No. CV2025-027770 (the “Lawsuit”), which is pending in the Superior Court of Arizona, Maricopa County. I am the Vice President of Plaintiff Data Sales Co., Inc. (“Data Sales”), and as such, make this affidavit on behalf of Data Sales in support of its application for Provisional Remedy with Notice Under A.R.S. § 12-2402 (the “Application”). Data Sales is an equipment lessor that originates its own lease transactions and purchases equipment leases and associated schedules from original lessors, including without limitation, leases for IT infrastructure equipment such as computer servers.

4. I incorporate herein all the allegations, accompanying exhibits, and defined terms from Data Sales’ Verified Complaint filed in the Lawsuit on August 6, 2025. I signed a verification swearing and attesting to the allegations in the Verified Complaint.

5. Pursuant to A.R.S. §§ 12-1301, 12-2402 and 12-2404, I am submitting this affidavit to establish, with particularity, sufficient facts to support Data Sales’ claims and that Data Sales is the owner or lessor, and is otherwise lawfully entitled to the possession of, all the leased Product situated in Maricopa County (the “Property”) that is currently in possession of Defendant Path Networks, Inc. (“Path”). Data Sales is seeking a provisional remedy in the nature of replevin. The Property is *not* comprised of consumer goods. Specifically, as explained in the Verified Complaint, Data Sales is entitled to immediate replevin and delivery of the Property as result of Path’s default under the Master Lease.

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SUBSCRIBED AND SWORN TO before me this 13 day of August, 2025 by
Robert Breckner



Notary Public

My Commission Expires: 1/31/2026

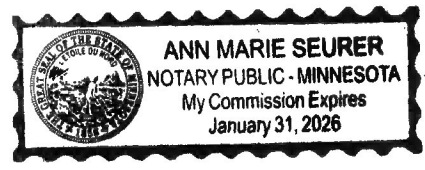


EXHIBIT 1

EXHIBIT 1

PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1612	1	141-1U4LW-X570/2L2T	F1S0R8000135	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15	\$	271.82
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1613	1	141-1U4LW-X570/2L2T	F1S0R8000142	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15	\$	271.82
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1611	1	141-1U4LW-X570/2L2T	F1S0R8000164	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15	\$	271.82
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 017	01720	1	SERVER	EAS0R8000928-1	SCH 018 CHASSIS UPGRADE FROM 1U2LW-X470 TO 1U4LW-X570/2L2T	11/1/2022	36	10/31/2025	\$	12.49	\$	392.97	\$	58.95
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 017	01721	1	SERVER	EAS0R8000989-1	SCH 018 CHASSIS UPGRADE FROM 1U2LW-X470 TO 1U4LW-X570/2L2T	11/1/2022	36	10/31/2025	\$	12.49	\$	392.97	\$	58.95
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 018	1802	1	141-1U4LWX570/2L2T	EAS0R8000928	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	2/1/2023	36	1/31/2026	\$	159.35	\$	5,012.53	\$	751.88

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Totals \$ 17,358.08 \$ 546,021.57 \$ 81,903.39

PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 015	1512	1	321300	C93900B45A00024	SUPERMICRO 3U 24 BAY 3.5"	9/1/2022	36	8/31/2025	\$	219.79	\$	6,913.82
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 015	1510	1	321300	C93900B45A00033	SUPERMICRO 3U 24 BAY 3.5"	9/1/2022	36	8/31/2025	\$	219.79	\$	6,913.81
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1610	1	141-1U4LW-X570/2L2T	F1S0R8000127	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1612	1	141-1U4LW-X570/2L2T	F1S0R8000135	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1613	1	141-1U4LW-X570/2L2T	F1S0R8000142	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15
PATH NETWORK	2525 E CAMELBACK RD	PHOENIX	AZ	85016	3986 016	1611	1	141-1U4LW-X570/2L2T	F1S0R8000164	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	10/1/2022	36	9/30/2025	\$	57.61	\$	1,812.15
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 017	01720	1	SERVER	EAS0R8000928-1	SCH 018 CHASSIS UPGRADE FROM 1U2LW-X470 TO 1U4LW-)	11/1/2022	36	10/31/2025	\$	12.49	\$	392.97
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 017	01721	1	SERVER	EAS0R8000989-1	SCH 018 CHASSIS UPGRADE FROM 1U2LW-X470 TO 1U4LW-)	11/1/2022	36	10/31/2025	\$	12.49	\$	392.97
PATH NETWORK	3402 E UNIVERSITY DR	PHOENIX	AZ	85034	3986 018	1802	1	141-1U4LWX570/2L2T	EAS0R8000928	1U ASROCK 4XSAS/SATA DUAL 10GB 400W PSU	2/1/2023	36	1/31/2026	\$	159.35	\$	5,012.53



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(CMorgan@TaftLaw.com)
Attorneys for Plaintiff

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

Data Sales Co. Inc., a Minnesota
corporation,

Plaintiff,

v.

Path Networks, Inc., a Delaware
corporation,

Defendant.

Case No. CV2025-027770

**ORDER GRANTING PROVISIONAL
REMEDY OF REPLEVIN / WRIT OF
REPLEVIN**

The Court has considered Plaintiff's Application For An Order To Show Cause Why Plaintiff Should Not Be Granted The Provisional Remedy Of Replevin With Notice Pursuant to A.R.S. § 12-2402 (the "Application"), the record in this action, and the arguments made to the Court.

Based on the foregoing, **THE COURT FINDS:**

1. The Application concerns that certain property more particularly described in **Exhibit 1**, attached hereto, the content of which is incorporated herein by reference (collectively, the "Product").

2. The parties are bound by a contract known as the Master Lease (a copy of which is attached to the Verified Complaint as Exhibit A), together with all amendments, addenda, exhibits and other supplements related to the Master Lease.

3. Plaintiff is the owner of, or is otherwise lawfully entitled to possession of, the Product.

4. The Product is not consumer goods.

1 5. Plaintiff has made a demand upon Defendant to return the Product to
2 Plaintiff, but Defendant has refused to do so. Thus, Defendant has wrongfully detained the
3 Product.

4 6. The Product has not been seized under any process, execution, or
5 attachment against Plaintiff's property.

6 7. The Product is valued at \$81,903.39.

7 Based on the foregoing findings, and good cause appearing for the relief requested
8 in the Application,

9 **IT IS HEREBY ORDERED** granting the Application.

10 **IT IS FURTHER ORDERED** that Defendant shall, at its own cost and expense,
11 within 7 business days from the date of the entry of this Order, take all necessary steps to
12 disassemble, deinstall, protect, package, remove, ship, and cause the Product to be delivered
13 to a place located in the United States of America of Plaintiff's designation and in a
14 condition as required by the Master Lease.

15 **IT IS FURTHER ORDERED** that Defendant shall in accordance with the Master
16 Lease, at Defendant's own cost and expense, within 7 business days from the date of the
17 entry of this Order, provide Plaintiff with a letter from the manufacturer certifying that the
18 Product is in good operating condition and is eligible for continued maintenance, and that
19 the operating system is at the then current level, unless the Product is under a
20 manufacturer's service contract.

21 **IT IS FURTHER ORDERED** that, if for any reason Defendant shall fail to timely
22 abide by this Order, then the Sheriff of Maricopa County, Arizona – or any other county in
23 which the above-described collateral may be located – is hereby ordered to take possession
24 of and deliver over to Plaintiff possession of the Property, and make return of this Order
25 showing how and when the Sheriff executed the same.

26 **IT IS FURTHER ORDERED** that Plaintiff shall post a bond in this action in the
27 amount of \$_____.

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Dated _____

The Hon. Joseph Kreamer
Superior Court of Arizona
Maricopa County