

**UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE**

F2VS TECHNOLOGIES, LLC,

Plaintiff,

v.

RUCKUS WIRELESS, INC.,

Defendant.

CIVIL ACTION NO. 1:17-cv-00756-RGA

JURY TRIAL DEMANDED

PLAINTIFF'S SECOND AMENDED COMPLAINT

Plaintiff F2VS Technologies, LLC (hereinafter, "Plaintiff" or "F2VS"), by and through its undersigned counsel, files this Second Amended Complaint for Patent Infringement against Defendant Ruckus Wireless, Inc. (hereinafter, "Defendant" or "Ruckus") as follows:

NATURE OF THE ACTION

1. This is a patent infringement action to stop Defendant's infringement of Plaintiff's United States Patent Nos. 7,379,981 (hereinafter, the "981 Patent"), 8,700,749 (hereinafter, the "749 Patent"), and 8,855,019 (hereinafter, the "019 Patent") (collectively, the "Patents-in-Suit"), copies of which are attached hereto as **Exhibits A, B and C**, respectively. Plaintiff is the owner of the Patents-in-Suit. Plaintiff seeks injunctive relief and monetary damages.

PARTIES

2. F2VS is a limited liability company organized and existing under the laws of the State of Delaware and maintains its principal place of business at 375 Park Avenue, Suite 2607, New York, New York, 10152 (New York County).

3. Based upon public information, Defendant Ruckus Wireless, Inc. is a corporation duly organized and existing under the laws of the state of Delaware since August 19, 2002, and has its principal place of business located at 350 West Java Drive, Sunnyvale, California, 94089 (Santa Clara County). Defendant may be served through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801 (New Castle County).

4. Based upon public information, Defendant ships, distributes, makes, uses, offers for sale, sells, and/or advertises its products under the ZoneFlex, ZoneDirector, and SmartZone brands.

JURISDICTION AND VENUE

5. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court has subject matter jurisdiction over this case for patent infringement under 28 U.S.C. §§ 1331 and 1338(a).

6. The Court has personal jurisdiction over Ruckus because: Ruckus has minimum contacts within the State of Delaware and in the District of Delaware; Ruckus has purposefully availed itself of the privileges of conducting business in the State of Delaware and in the District of Delaware; Ruckus has sought protection and benefit from the laws of the State of Delaware and is incorporated there; Ruckus regularly conducts business within the State of Delaware and within the District of Delaware, and Plaintiff's causes of action arise directly from Ruckus's business contacts and other activities in the State of Delaware and in the District of Delaware.

7. More specifically, Ruckus, directly and/or through its intermediaries, ships, distributes, makes, uses, imports, offers for sale, sells, and/or advertises its products and affiliated

services in the United States, the State of Delaware, and the District of Delaware. Based upon public information, Ruckus has committed patent infringement in the State of Delaware and in the District of Delaware. Ruckus solicits customers in the State of Delaware and in the District of Delaware. Ruckus has many paying customers who are residents of the State of Delaware and the District of Delaware and who use Ruckus's products in the State of Delaware and in the District of Delaware. Ruckus is also incorporated in the State of Delaware and in the District of Delaware.

8. Venue is proper pursuant to 28 U.S.C. §1400(b) because Ruckus resides in the District of Delaware because of its formation under the laws of Delaware.

9. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c) because Ruckus resides in the District of Delaware because of its formation under the laws of Delaware, which subjects it to the personal jurisdiction of this Court.

BACKGROUND INFORMATION

10. The Patents-in-Suit were duly and legally issued by the United States Patent and Trademark Office on May 27, 2008 (the '981 Patent), April 15, 2014 (the '749 Patent), and October 7, 2014 (the '019 Patent) after full and fair examinations. Plaintiff is the owner of the Patents-in-Suit, and possesses all right, title and interest in the Patents-in-Suit including the right to enforce the Patents-in-Suit, the right to license the Patents-in-Suit, and the right to sue Ruckus for infringement and recover past damages.

11. Based upon public information, Ruckus owns, operates, advertises, and/or controls the website www.ruckuswireless.com, through which Ruckus advertises, sells, offers to sell, provides and/or educates customers about its products and services, including but not limited to the following products (collectively, the "Accused Products and Services") from the Ruckus

ZoneFlex and SmartZone brands, including the following models: “ZoneDirector 1200,” “ZoneDirector 3000,” “C110,” “H510,” “R510,” “R610,” “R710,” “R720,” “H500,” “R310,” “R500,” “R600,” “R700,” “T300,” “T301 Series,” “T610,” “T710,” “ZF7781CM.” See **Exhibit D** [Products Guide]; **Exhibit E** [Products Finder]. Additional information about Ruckus’s products may be found at:

- <https://www.ruckuswireless.com/products/access-points>
- <https://www.ruckuswireless.com/products/system-management-control>

12. Ruckus’ ZoneFlex™ product line is a “centrally-managed Smart Wireless LAN (WLAN) system designed for enterprises that need robust, reliable and adaptable Wi-Fi at the lowest total cost of ownership.” See **Exhibit F** [ZoneFlex Overview] at p. 1. “The ZoneFlex family includes a full line of Smart Wi-Fi 802.11 a/b/g/n access points (APs), bridges and wireless wall switches for indoor/outdoor deployment, a line of scalable ZoneDirector™ Smart WLAN controllers that manage from 6 to 1,000 ZoneFlex APs, and FlexMaster Remote Wi-Fi management system for centralized management of multiple WLAN deployments.” *Id.* When implemented, the components of the ZoneFlex product line form a flexible and self-configuring mesh network for wirelessly managing enabled devices for purposes of communication and monitoring and control of remote devices such as lights or controlling access. See **Exhibit G** [ZoneDirector 3000 Data Sheet]. Figure 1 provides a schematic of ZoneFlex™ Access Points (“APs”) managed with a ZoneDirector™ controller (in this case, a gateway), to form a network that connects to the internet (via the gateway/ZoneDirector).

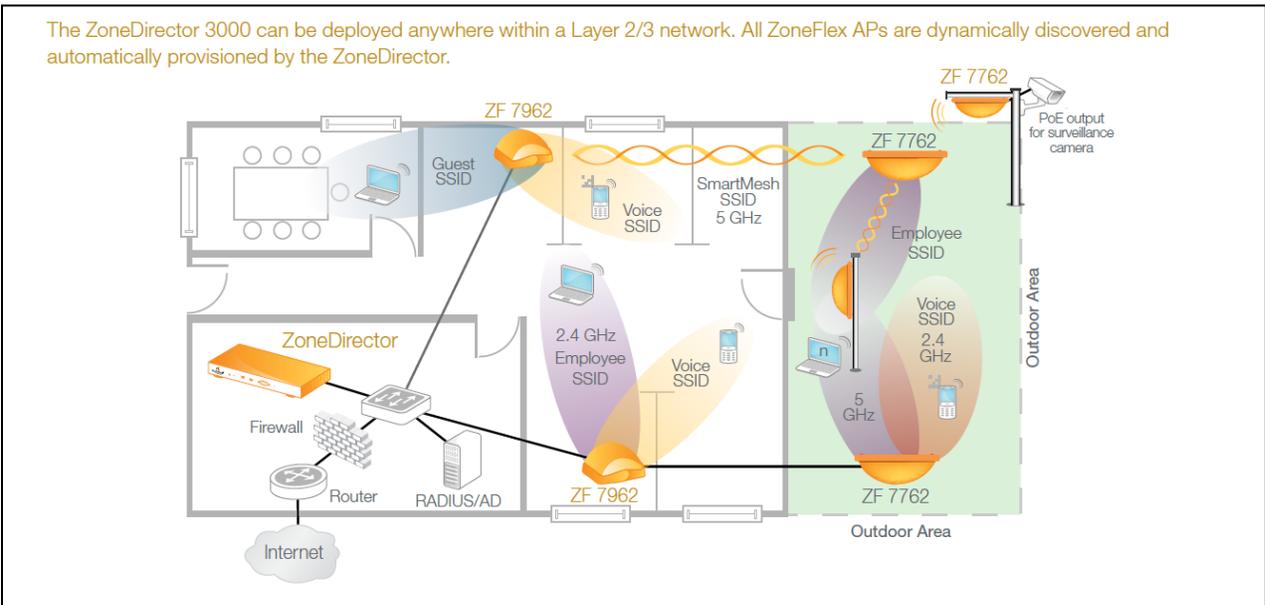


Figure 1: Schematic of ZoneFlex™ system. (Source: Ex. G at p.2) (showing network of access devices (ZoneFlex™ Access Points) and the gateway (in this case ZoneDirector), allowing access to another network (here, “Internet”))

13. As an example, St. Joseph’s University installed a ZoneFlex system to provide a “smart Wi-Fi network that is used by students, teachers and guests for everything, everywhere.” See **Exhibit H** [ZoneDirector 3000 Case Study-St. Joe’s] at p.1. The Wi-Fi network deployed at St. Joseph’s University includes 780 APs across the campus that are controlled by a ZoneDirector 3000 to allow wireless connections to the internet. *Id.*

14. Ruckus’ SmartZone™ systems provide the ability to manage multiple networks wirelessly through “multi-zone control” that is used to “to segment the WLAN into independent organizational units.” See **Exhibit I** [SmartZone 100 Data Sheet] at p.3. A schematic of a SmartZone network is provided in Figure 2.

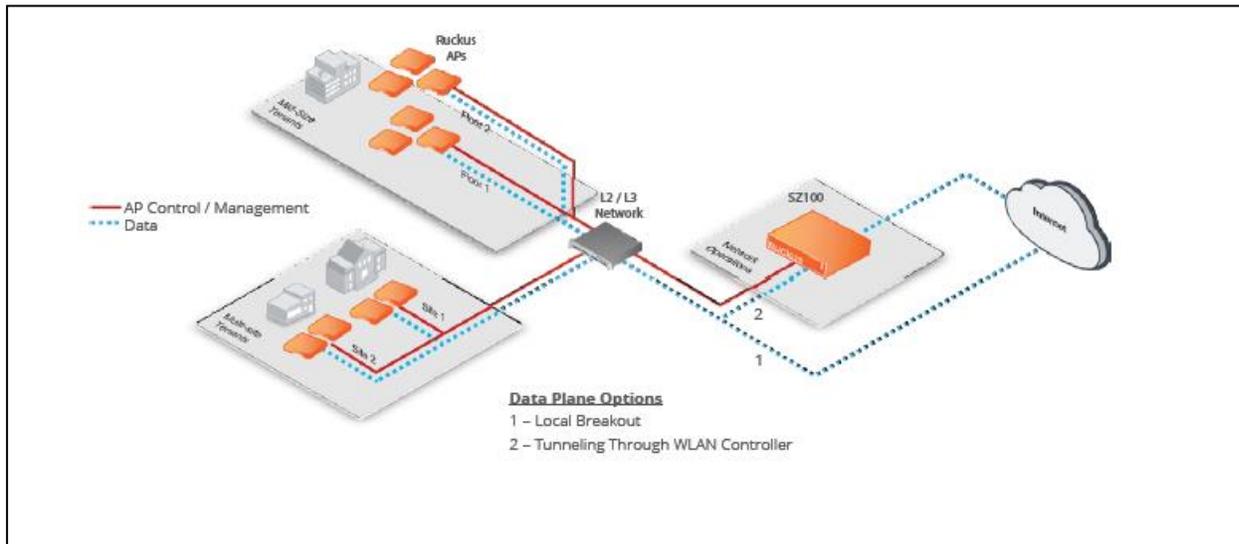


Figure 2: Schematic of SmartZone™ system (source: Exhibit I at p.6) (showing two networks of access points with connectivity to each other and to the “internet” through a gateway)

15. As an example, the public schools system in Columbia, Missouri deployed a SmartZone system to allow 18,000 students in numerous schools covering 300 square miles to utilize the internet with wireless devices. The 1400 APs were installed with a cluster of SmartZone 100 controllers to support 20,000 WiFi-enabled devices. See Exhibit J [SmartZone 100 Case Study].

16. Ruckus provides guidance to its prospective customers through documents that provide information to educate users about the benefits of wireless mesh networks (see Exhibit K [Best Practices Guide: Wireless Mesh]) and how to choose the right Ruckus system for a customer’s particular requirements (see Ex. E).

17. Ruckus’ “Smart Mesh” networks are easy to install and to configure such that “[a]ny organization with limited IT staff and budget can create a robust and secure multimedia WLAN in a matter of minutes.” See Ex. G at p.1; see also Exhibit L at p.1 (“a Ruckus Smart

Wireless LAN (WLAN) system configures in minutes, and can be installed in less than half the time — at half the cost.”) and **Exhibit M** at p.1 (Ruckus Smart Mesh networks are self-organizing).

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,379,981

18. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-17 above.

19. Plaintiff is informed and believes that Ruckus has infringed and continues to infringe claims of the '981 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the ZoneFlex and SmartZone brands, and other product lines. Based upon public information, Ruckus has infringed and continues to infringe one or more claims of the '981 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices, including at least the Accused Products and Services, that form a self-configuring wireless network that incorporates two or more groups of virtual nodes (Ruckus APs) coupled to a gateway (Ruckus ZoneDirector or SmartZone controller) to provide a communication access point between the virtual nodes and an external network to allow access to the internet or other network(s). See, supra, Paragraphs 12-15, and Figures 1 and 2. Ruckus directly infringes as it sells the entire “Ruckus Smart Mesh network” which “configures in minutes, and can be installed in less than half the time – at half the cost” and requires “simply plugging ZoneFlex meshing APs into power outlets” and is “self-organizing.” See, e.g., Ex. L (p.1) and Ex. M (p.1), respectively.

20. For example, the ZoneFlex system depicted in Figure 1 infringes at least claim 1 of the '981 Patent because it is “[c]apable of managing up to 500 ZoneFlex Smart Wi-Fi access points and 10,000 clients from a single location” and “integrates the Ruckus Smart/OS application engine that delivers advanced features such as smart wireless meshing, high availability, hot spot

authentication, elegant guest networking and dynamic Wi-Fi security.” Ex. G at p. 1. Also, “ZoneDirector automatically controls the channel assignments and transmit power of all ZoneFlex Smart Wi-Fi APs. And with BeamFlex, the ZoneFlex system continuously picks the best path for every packet, to both clients outside the network and mesh APs inside the network, automatically avoiding interference, to guarantee the highest quality of service. Id. at p.3.

21. As another example, the SmartZone system depicted in Figure 2 above infringes at least claim 1 of the ’981 Patent because a “single SZ100 appliance can manage up to 1,000 APs, while 3+1 active clustering increases capacity up to 3,000 APs and 60K clients.” See Ex. I at p. 1. In addition, “Ruckus SmartMesh supports wireless backhaul redundancy by creating self-forming, self-healing mesh networks automatically with a single checked box on the administrative interface.” Id. at p.5.

22. Based upon public information, Ruckus has intentionally induced and continues to induce infringement of one or more claims of the ’981 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Ruckus’s customers to use the Accused Products and Services in an infringing manner. To the extent that Ruckus is not the only direct infringer of the ’981 Patent, customers that have purchased and/or used the Accused Products, including St. Joseph’s University (see Ex. H) and Columbia Public Schools (see Ex. J), constitute direct infringers.

23. Despite knowledge of the ’981 Patent as early as the date of service of the Original Complaint in this action (DE 1), based upon public information, Ruckus continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner

which infringes the '981 Patent. See Exs. D - K. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Ruckus. See id.

24. Based upon public information, Ruckus specifically intends its customers to use its products and services in such a way that infringes the '981 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Ruckus's website including information brochures, promotional material, and contact information. See e.g. Exs. G, I.

25. Specifically, Ruckus offers design services to select, deploy and integrate Ruckus's products to assist its customers in establishing and using mesh systems. See e.g. Exs. D, E, F and K. Based upon public information, Ruckus knew that its actions, including but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers of the '981 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services. See e.g. Exs. H (Case Study for installation at St. Joseph's University) and J (Case Study for installation at Columbia Public Schools).

26. Ruckus's aforesaid activities have been without authority and/or license from Plaintiff.

27. Plaintiff is entitled to recover from Ruckus the damages sustained by Plaintiff as a result of Ruckus's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

28. Ruckus's infringement of Plaintiff's rights under the '981 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 8,700,749

29. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-17 above.

30. Plaintiff is informed and believes that Ruckus has infringed and continues to infringe claims of the '749 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the ZoneFlex and SmartZone brands, and other product lines. Based upon public information, Ruckus has infringed and continues to infringe one or more claims of the '749 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices, including at least the Accused Products and Services, that form a self-configuring wireless network that incorporates two or more groups of virtual nodes (Ruckus APs) coupled to a gateway (Ruckus ZoneDirector or SmartZone controller) to provide a communication access point between the virtual nodes and an external network to allow access to the internet or other network. See, supra, Paragraphs 12-15, and Figures 1 and 2. Ruckus directly infringes as it sells the entire "Ruckus Smart Mesh network" which "configures in minutes, and can be installed in less than half the time – at half the cost" and requires "simply plugging ZoneFlex meshing APs into power outlets" and is "self-organizing." See, e.g., Ex. L (p.1) and Ex. M (p.1), respectively.

31. For example, the ZoneFlex system depicted in Figure 1 infringes at least claim 1 of the '749 Patent because it is "[c]apable of managing up to 500 ZoneFlex Smart Wi-Fi access points and 10,000 clients from a single location" and "integrates the Ruckus Smart/OS application engine

that delivers advanced features such as smart wireless meshing, high availability, hot spot authentication, elegant guest networking and dynamic Wi-Fi security.” Ex. G at p. 1. Also, “ZoneDirector automatically controls the channel assignments and transmit power of all ZoneFlex Smart Wi-Fi APs. And with BeamFlex, the ZoneFlex system continuously picks the best path for every packet, to both clients outside the network and mesh APs inside the network, automatically avoiding interference, to guarantee the highest quality of service. Id. at p.3.

32. As another example, the SmartZone system depicted in Figure 2 above infringes at least claim 1 of the ’749 Patent because a “single SZ100 appliance can manage up to 1,000 APs, while 3+1 active clustering increases capacity up to 3,000 APs and 60K clients.” See Ex. I at p. 1. In addition, “Ruckus SmartMesh supports wireless backhaul redundancy by creating self-forming, self-healing mesh networks automatically with a single checked box on the administrative interface.” Id. at p.5.

33. Based upon public information, Ruckus has intentionally induced and continues to induce infringement of one or more claims of the ’749 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Ruckus’s customers to use the Accused Products and Services in an infringing manner. To the extent that Ruckus is not the only direct infringer of the ’749 Patent, customers that have purchased and/or used the Accused Products, including St. Joseph’s University (see Ex. H) and Columbia Public Schools (see Ex. J), constitute direct infringers.

34. Despite knowledge of the ’749 Patent as early as the date of service of the Original Complaint in this action (DE 1), based upon public information, Ruckus continues to encourage,

instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '749 Patent. See Exs. D - K. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Ruckus. See id.

35. Based upon public information, Ruckus specifically intends its customers to use its products and services in such a way that infringes the '749 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Ruckus's website including information brochures, promotional material, and contact information. See e.g. Exs. G, I.

36. Specifically, Ruckus offers design services to select, deploy and integrate Ruckus's products to assist its customers in establishing and using mesh systems. See e.g. Exs. D, E, F and K. Based upon public information, Ruckus knew that its actions, including but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers of the '749 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services. See e.g. Exs. H (Case Study for installation at St. Joseph's University) and J (Case Study for installation at Columbia Public Schools).

37. Ruckus's aforesaid activities have been without authority and/or license from Plaintiff.

38. Plaintiff is entitled to recover from Ruckus the damages sustained by Plaintiff as a result of Ruckus's wrongful acts in an amount subject to proof at trial, which, by law, cannot be

less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

39. Ruckus's infringement of Plaintiff's rights under the '749 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,855,019

40. Plaintiff re-alleges and incorporates by reference each of Paragraphs 1-17 above.

41. Plaintiff is informed and believes that Ruckus has infringed and continues to infringe claims of the '019 Patent, either literally or under the doctrine of equivalents, through the manufacture and sale of infringing products under the ZoneFlex and SmartZone brands, and other product lines. Based upon public information, Ruckus has infringed and continues to infringe one or more claims of the '019 Patent, including Claim 1, because it ships distributes, makes, uses, imports, offers for sale, sells, and/or advertises devices, including at least the Accused Products and Services, that form a self-configuring wireless network that incorporates two or more groups of virtual nodes (Ruckus APs) coupled to a gateway (Ruckus ZoneDirector or SmartZone controller) to provide a communication access point between the virtual nodes and an external network to allow access to the internet or other network. See, supra, Paragraphs 12-15, and Figures 1 and 2. Ruckus directly infringes as it sells the entire "Ruckus Smart Mesh network" which "configures in minutes, and can be installed in less than half the time – at half the cost" and requires "simply plugging ZoneFlex meshing APs into power outlets" and is "self-organizing." See, e.g., Ex. L (p.1) and Ex. M (p.1), respectively.

42. For example, the ZoneFlex system depicted in Figure 1 infringes at least claim 1 of the '7 '019 49 Patent because it is “[c]apable of managing up to 500 ZoneFlex Smart Wi-Fi access points and 10,000 clients from a single location” and “integrates the Ruckus Smart/OS application engine that delivers advanced features such as smart wireless meshing, high availability, hot spot authentication, elegant guest networking and dynamic Wi-Fi security.” Ex. G at p. 1. Also, “ZoneDirector automatically controls the channel assignments and transmit power of all ZoneFlex Smart Wi-Fi APs. And with BeamFlex, the ZoneFlex system continuously picks the best path for every packet, to both clients outside the network and mesh APs inside the network, automatically avoiding interference, to guarantee the highest quality of service. Id. at p.3.

43. As another example, the SmartZone system depicted in Figure 2 above infringes at least claim 1 of the '019 Patent because a “single SZ100 appliance can manage up to 1,000 APs, while 3+1 active clustering increases capacity up to 3,000 APs and 60K clients.” See Ex. I at p. 1. In addition, “Ruckus SmartMesh supports wireless backhaul redundancy by creating self-forming, self-healing mesh networks automatically with a single checked box on the administrative interface.” Id. at p.5.

44. Based upon public information, Ruckus has intentionally induced and continues to induce infringement of one or more claims of the '019 Patent in this district and elsewhere in the United States, by its intentional acts which have successfully, among other things, encouraged, instructed, enabled, and otherwise caused Ruckus’s customers to use the Accused Products and Services in an infringing manner. To the extent that Ruckus is not the only direct infringer of the '019 Patent, customers that have purchased and/or used the Accused Products, including St.

Joseph's University (see Ex. H) and Columbia Public Schools (see Ex. J), constitute direct infringers.

45. Despite knowledge of the '019 Patent as early as the date of service of the Original Complaint in this action (DE 1), based upon public information, Ruckus continues to encourage, instruct, enable, and otherwise cause its customers to use its products and services, in a manner which infringes the '019 Patent. See Exs. D - K. Based upon public information, the provision of and sale of the Accused Products and Services is a source of revenue and a business focus of Ruckus. See id.

46. Based upon public information, Ruckus specifically intends its customers to use its products and services in such a way that infringes the '019 Patent by, at a minimum, providing and supporting the Accused Products and Services and instructing its customers on how to use them in an infringing manner, at least through information available on Ruckus's website including information brochures, promotional material, and contact information. See e.g. Exs. G, I.

47. Specifically, Ruckus offers design services to select, deploy and integrate Ruckus's products to assist its customers in establishing and using mesh systems. See e.g. Exs. D, E, F and K. Based upon public information, Ruckus knew that its actions, including but not limited to any of the aforementioned products and services, would induce, have induced, and will continue to induce infringement by its customers of the '019 Patent by continuing to sell, support, and instruct its customers on using the Accused Products and Services. See e.g. Exs. H (Case Study for installation at St. Joseph's University) and J (Case Study for installation at Columbia Public Schools).

48. Ruckus's aforesaid activities have been without authority and/or license from Plaintiff.

49. Plaintiff is entitled to recover from Ruckus the damages sustained by Plaintiff as a result of Ruckus's wrongful acts in an amount subject to proof at trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

50. Ruckus's infringement of Plaintiff's rights under the '019 Patent will continue to damage Plaintiff, causing irreparable harm to Plaintiff for which there is no adequate remedy at law, unless enjoined by this Court.

JURY DEMAND

51. Plaintiff demands a trial by jury on all issues.

PRAYER FOR RELIEF

52. Plaintiff respectfully requests the following relief:

- A. An adjudication that one or more claims of the Patents-in-Suit has been infringed, either literally and/or under the doctrine of equivalents, by the Ruckus;
- B. An adjudication that Ruckus has induced infringement of one or more claims of the Patents-in-Suit based upon post-filing date knowledge of the Patents-in-Suit;
- C. An award of damages to be paid by Ruckus adequate to compensate Plaintiff for Ruckus's past infringement and any continuing or future infringement up until the date such judgment is entered, including interest, costs, and

disbursements as justified under 35 U.S.C. § 284 and, if necessary to adequately compensate Plaintiff for Ruckus's infringement, an accounting of all infringing sales including, but not limited to, those sales not presented at trial;

- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining the Ruckus and its respective officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, from further acts of infringement with respect to any one or more of the claims of the Patents-in-Suit;
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. § 285; and,
- F. Any further relief that this Court deems just and proper.

Dated: May 1, 2017

Respectfully submitted,

/s/ Stamatios Stamoulis

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