

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
CHICAGO DIVISION**

**Evolved Wireless, LLC,**

*Plaintiff,*

v.

**Motorola Mobility LLC,**

*Defendant.*

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Civil Action No. \_\_\_\_\_

**Jury Trial Demanded**

**ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Evolved Wireless, LLC files this Original Complaint for patent infringement against Motorola Mobility LLC, alleging as follows:

**NATURE OF THE SUIT**

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

**THE PARTIES**

2. Plaintiff **Evolved Wireless, LLC** (“**Plaintiff**” or “**Evolved**”) is a Delaware limited liability company with its principal place of business at 900 South Capital of Texas Highway, Suite 150, Austin, Texas 78746.

3. Defendant **Motorola Mobility LLC** (“**Motorola**”) is a Delaware corporation with its principal place of business in this District at 222 West Merchandise Mart Plaza, Suite 1800, Chicago, Illinois 60654.

4. Upon information and belief, Motorola Mobility LLC is a wholly owned subsidiary of Lenovo Group Ltd, a corporation organized and existing under the laws of the People’s Republic

of China, with its principal place of business at No. 6 Chuang ye Road, Shangdi Information Industry Base, Haidan District, Beijing, China 100085.

**JURISDICTION AND VENUE**

5. This action arises under the patent laws of the United States, 35 U.S.C. § 101, *et seq.* This Court's jurisdiction over this action is proper under the above statutes, including 35 U.S.C. § 271, *et seq.*, 28 U.S.C. § 1331 (federal question jurisdiction) and § 1338 (jurisdiction over patent actions).

6. Motorola is subject to personal jurisdiction in this Court. In particular, this Court has personal jurisdiction over Motorola because Motorola has engaged in continuous, systematic, and substantial activities within this State, including substantial marketing and sales of products within this State and this District. Furthermore, upon information and belief, this Court has personal jurisdiction over Motorola because Motorola has committed acts giving rise to Evolved's claims for patent infringement within and directed to this District.

7. Upon information and belief, Motorola has committed acts of infringement in this District and has one or more regular and established places of business within this District under the language of 28 U.S.C. § 1400(b).

8. Motorola maintains a permanent physical presence within the Northern District of Illinois, conducting business from at least its location at 222 West Merchandise Mart Plaza, Chicago, Illinois 60654.

9. Upon information and belief, Motorola has conducted and does conduct substantial business in this forum, directly and/or through subsidiaries, agents, representatives, or intermediaries, such substantial business including but not limited to: (i) at least a portion of the infringements alleged herein; (ii) purposefully and voluntarily placing one or more infringing products into the stream of commerce with the expectation that they will be purchased by

consumers in this forum; or (iii) regularly doing or soliciting business, engaging in other persistent courses of conduct, or deriving substantial revenue from goods and services provided to individuals in Illinois and in this judicial District.

10. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b).

## **BACKGROUND**

### **Evolved Wireless**

11. Evolved is a technology innovation and licensing company focused on the wireless communications industry. Evolved's patent portfolio relates to telecommunications standards, including LTE, and represents both organic assets and externally sourced assets. In addition to licensing its patent portfolio, Evolved provides development, licensing, and commercialization services to owners of intellectual property in the field of wireless communications.

12. Evolved owns, through a series of assignments from the original assignee LG Electronics Inc. ("LGE"), an LTE standard-essential patent portfolio related to mobile telecommunications and cellular technology (the "Evolved Portfolio"), including but not limited to LTE-compliant cellular communication devices and components thereof. LGE is a South Korean corporation with its principal place of business at LG Twin Towers 20, Yeouido-dong, Yongsongpo-Gu, Seoul, South Korea 150-721. LGE also has wholly owned U.S. subsidiaries, including LGUSA. LGE was founded in 1958 and is a worldwide leader in the design, development, and manufacture of consumer electronics and home appliances. LGE has made critical advances in electronic data transmissions and mobile communications over the years. Several of LGE's technological advances are embodied in Evolved's Asserted Patents.

13. The Evolved Portfolio was assigned to TQ Lambda LLC ("TQ Lambda") via a patent purchase agreement dated February 7, 2014. TQ Lambda and Evolved (which is a wholly

owned subsidiary of TQ Lambda) executed a Contribution Agreement on September 1, 2014 (“Evolved CA”), by which TQ Lambda agreed to assign the LGE Portfolio to Evolved. Pursuant to the Evolved CA, TQ Lambda assigned the Evolved Portfolio to Evolved via a Patent Assignment dated September 26, 2014.

14. Evolved is the owner of all right, title, and interest in the Asserted Patents.

### **Overview of Mobile Telecommunications**

15. The Third Generation Partnership Project (“3GPP”) develops standards for globally applicable commercial cellular systems. The Organizational Partners of 3GPP are major telecommunications standards developing organizations from around the world, including the European Telecommunications Standards Institute (“ETSI”), the North American Alliance for Telecommunication Industry Solutions, the Telecommunications Technology Association of Korea, and others. Companies participate in 3GPP via their membership in one of the Organizational Partners. LGE is a member of at least one Organizational Partner, either directly or through a subsidiary.

16. Global standards establish precise specifications for the essential components of telecommunications systems and are fundamental in allowing products and services from unrelated competitors to be compatible and operate seamlessly within a telecommunications network.

17. The 3GPP standards for cellular wireless communications are known as Releases. Release 8 describes the first version of the Long-Term Evolution (“LTE”) standard. The LTE standard network includes Evolved Universal Terrestrial Access Network (“E-UTRAN”) and a Core Network called Evolved Packet Core.

18. Each Release consists of a series of technical specifications (“TS”). The 3GPP 36 series of technical specifications covers the E-UTRAN, including at least TS 36.211, 36.212,

36.213, 36.300, 36.321, and 36.331. Starting with Release 8, LTE has been commercially available in the United States since around 2010.

19. Developing the standards is an iterative process in which industry participants compete to find novel solutions to the standard's technical challenges and goals, including increased data rates and throughput, reduced latency, and higher reliability. The member companies participated in 3GPP Working Groups to discuss, vote, and select the most appropriate technology among competing proposals to provide each individual function within the standard. Technologies patented by the members become part of the 3GPP standards.

20. 3GPP participants must abide by the intellectual property rights ("IPR") policy of the Organizational Partners to which they belong. These IPR policies, such as the ETSI IP policy, are intended to strike "a balance between the needs of standardization for public use in the field of telecommunications and the rights of the owners of IPRs." See **Exhibit 16** at § 3.1. According to the ETSI Rules of Procedure, "IPR holders whether members of ETSI and their AFFILIATES or third parties, should be adequately and fairly rewarded for the use of their IPRs in the implementation of STANDARDS and TECHNICAL SPECIFICATIONS." See **Exhibit 16** at § 3.2

21. 3GPP participants are required to disclose intellectual property (including patents and patent applications) owned by them that they believe are or are likely to become essential, or that might be essential, to any 3GPP standard, including LTE. Companies are also required by IPR policies to license their intellectual property on terms that are fair, reasonable, and non-discriminatory ("FRAND"). See **Exhibit 16** at § 6.1. These policies bind all successors-in-interest to license essential intellectual property on FRAND terms. See **Exhibit 16** at § 6.1bis.

22. The technology at issue in this case originated with LGE. As an ETSI member, LGE participated extensively in 3GPP Working Groups to develop the LTE standards. LG submitted numerous proposals for incorporation into the standards, and LGE's research and development efforts solved significant technical challenges facing the standards. The Evolved Portfolio includes patents that claim several of LGE's technical solutions that solve challenges in wireless telecommunications technology.

23. Cellular phones and devices allow users to make or receive telephone calls and transmit and receive data wirelessly over a wide geographical area.

24. Around 1980, first generation ("1G") mobile phones were introduced to the public. These phones used analog modulation techniques—specifically, frequency division multiple access ("FDMA") to transmit voice calls.

25. In the 1990s, second generation ("2G") phones emerged. These phones used digital technology, which permitted more efficient use of the radio spectrum than their 1G predecessors. While 2G systems were originally designed only for voice, they were later enhanced to include data transmission. However, they could only achieve low data rates.

26. During the same time period of growth for 2G communications systems, overall usage of the Internet also increased. In response to user demand for higher data rates, third generation ("3G") phones emerged.

27. While voice calls traditionally dominated the traffic in mobile communications, the increasing number of mobile devices and the advancement of mobile device technology with increased features and data-hungry applications drove demand for faster and more reliable data transmissions. Data traffic over cellular networks has therefore increased dramatically since the mid- to late-2000s.

28. Given the increased demand for data, coupled with limited available radio spectrum, mobile communication developers were required to create a new standard that—compared to 3G—offered much higher data rates, lower latency, and improved overall user experience. LTE is the result of this development.

29. The Evolved Portfolio solves particular problems arising in wireless cellular communications between mobile devices and cellular networks. The above-referenced benefits of LTE, such as higher throughput and lower latency, could be achieved only after significant challenges were overcome. These challenges included at least interference management and signal processing. The Evolved Portfolio addresses some of these challenges and offers specific solutions to improve mobile device functionality over the prior art with faster, more reliable, and more efficient voice and data transmissions. The following section presents an overview of the technological problems addressed by—and the solutions claimed in—each of the Asserted Patents.

#### **Evolved’s Standard-Essential LTE Patent Portfolio**

30. The Evolved Portfolio enjoys significant intellectual property protection, including at least 27 issued United States Patents and at least 113 issued foreign patents.

31. The patents in the Evolved Portfolio—and the Asserted Patents in particular—are essential to the 3GPP 36 Series technical specifications, including at least TS 36.211, 36.212, 36.213, 36.300, 36.321, and 36.331.

#### **THE ASSERTED PATENTS**

32. This cause of action asserts infringement of United States Patent No. RE46,679 (“the ’679 Patent”), United States Patent No. RE48,326 (“the ’326 Patent”), and United States Patent No. 10,517,120 (“the ’120 Patent”) (collectively, the “Asserted Patents”).

#### **United States Patent Nos. RE46,79 and RE48,326**

33. United States Patent No. RE46,679 (the “’679 Patent”) entitled “Method of Transmitting and Receiving Radio Access Information in a Wireless Mobile Communications System,” duly and legally issued on January 16, 2018, from Reissue Application No. 14/326,637, filed on July 9, 2014. The ’679 Patent is a reissue of United States Patent No. 8,219,097 (the “’097 Patent”), which issued on July 10, 2012, from United States Patent Application No. 12/870,747, filed on August 27, 2010, and naming Sun Jun Park, Young Dae Lee, Sung Duck Chun, and Myung Cheul Jung as co-inventors. A copy of the ’679 Patent is attached hereto as **Exhibit 1** and is incorporated by reference.

34. The ’097 Patent—from which the ’679 Patent reissued—is a continuation of United States Patent Application No. 11/553,939, filed on October 27, 2006, and issued as United States Patent No. 7,809,373 on October 5, 2010. The ’679 Patent also claims priority to United States Provisional Patent Application No. 60/732,080, filed on October 31, 2005, and Korean Application No. 10-2006-0063135, filed on July 5, 2006. By virtue of its proper claim to priority, the ’679 Patent has an effective filing date of October 31, 2005.

35. Evolved owns by assignment the entire right, title, and interest in and to the ’679 Patent.

36. The ’679 Patent is valid, enforceable, and currently in full force and effect. The ’679 Patent expires on October 27, 2026.

37. United States Patent No. RE48,326 (the “’326 Patent”), entitled “Method of Transmitting and Receiving Radio Access Information in a Wireless Mobile Communications System,” duly and legally issued on November 24, 2020, from Reissue Application No. 15/804,824, filed on November 6, 2017. The ’326 Patent is a reissue of United States Patent No. 8,412,201 (the “’201 Patent”), which issued on April 2, 2013, from United States Patent



Application No. 13/487,081, filed on June 1, 2012, and naming Sun Jun Park, Young Dae Lee, Sung Duck Chun, and Myung Cheul Jung as co-inventors. A copy of the '326 Patent is attached hereto as **Exhibit 2** and is incorporated by reference.

38. The '326 Patent is a continuation of United States Patent Application No. 14/676,490, filed as a reissue application on April 1, 2015, and reissued from the '201 Patent as United States Patent No. RE46,602 on November 7, 2017. The '201 Patent—from which the '326 Patent reissued—is a continuation of United States Patent Application No. 12/870,747, filed on August 27, 2010, and issued as United States Patent No. 8,219,097 on July 10, 2012, which is itself a continuation of United States Patent Application No. 11/553,939, filed on October 27, 2006, and issued as United States Patent No. 7,809,373 on October 5, 2010. The '326 Patent also claims priority to United States Provisional Patent Application No. 60/732,080, filed on October 31, 2005, and Korean Application No. 10-2006-0063135, filed on July 5, 2006. By virtue of its proper claim to priority, the '326 Patent has an effective filing date of October 31, 2005.

39. Evolved owns by assignment the entire right, title, and interest in and to the '326 Patent.

40. The '326 Patent is valid, enforceable, and currently in full force and effect. The '326 Patent expires on October 27, 2026.

41. The '679 and '326 Patents generally relate to the handover of an LTE cellular device from one cell tower base station (the source base station) to another cell tower base station (the target base station). The patented systems and methods relate to a more efficient—and faster—handover process.

42. Handovers are fundamental to the cellular architecture of LTE wireless telecommunication systems. Cellular coverage in a network relies on base stations. When a mobile

device (like a cellular phone, tablet, or smartwatch) moves from the coverage area of one base station to the coverage area of a new base station, the mobile device must establish a connection with the target base station in a process called a handover. In the prior art, the mobile device would send a signal to establish synchronization and make scheduling requests. The signal included information related to a random-access preamble selected randomly by the mobile device. However, the signal was susceptible to collision and disruption during the handover process due to, *inter alia*, multiple devices using the same preamble. As more and more devices enter and leave a cellular coverage area, the likelihood of such a collision increases. Collisions between mobile devices increase service interruptions, ultimately reducing the quality and/or availability of service.

43. The '679 and '326 Patents address problems arising out of the use of a limited number of preambles in a random-access process. Specifically, the '679 and '326 Patents disclose an LTE mobile device that receives preamble information—such as a preamble index—related to a device-specific random-access channel (“RACH”) preamble sent from the target base station via the source base station to the mobile device, and then uses that information to establish a connection with the target base station during the handover process. The use of the device-specific preamble eliminates the likelihood of collision between mobile devices, which reduces handover processing time and results in a faster and more efficient method of accessing a target base station.

**United States Patent No. 10,517,120**

44. United States Patent No. 10,517,120 (the “'120 Patent”), entitled “Data Transmission Method and User Equipment for the Same,” duly and legally issued on December 24, 2019, from United States Patent Application No. 15/664,686, filed on July 31, 2017, and naming Sung Jun Park, Seung June Yi, Young Dae Lee, and Sung Duck Chun as co-inventors. A copy of the '120 Patent is attached hereto as **Exhibit 3** and is incorporated by reference.

45. The '120 Patent is a continuation of United States Patent Application No. 15/294,351, filed on October 14, 2016, and issued as United States Patent No. 9,775,177 on September 26, 2017, which is itself a continuation of United States Patent Application No. 13/801,529, filed on March 13, 2013, and issued as United States Patent No. 9,532,336 on December 27, 2016, which is itself a continuation of United States Patent Application No. 12/972,366, filed on December 17, 2010, and issued as United States Patent No. 8,422,410 on April 16, 2013, which is itself a continuation of United States Patent Application No. 12/538,514, filed on August 10, 2009, and issued as United States Patent No. 7,881,236 on February 1, 2011. The '120 Patent also claims priority to United States Provisional Patent Application No. 61/087,988, filed on August 11, 2008, and Korean Application No. 10-2009-0057128, filed on June 25, 2009. By virtue of its proper claim to priority, the '120 Patent has an effective filing date of August 11, 2008.

46. Evolved owns by assignment the entire right, title, and interest in and to the '120 Patent.

47. The '120 Patent is valid, enforceable, and currently in full force and effect. The '120 Patent expires on August 10, 2029.

48. The '120 Patent generally addresses problems arising from transmission errors when data stored in an LTE mobile device's Message 3 ("Msg3") buffer is transmitted regardless of the reception mode of the Uplink Grant signal. As described in the '120 Patent, problems occur "if the data stored in the Msg3 buffer is transmitted in correspondence with the reception of *all* UL grant signals." **Exhibit 3** at 4:46–47 (emphasis added). The '120 Patent claims technical solutions to this particular problem arising in mobile device uplink grants. "An object of the present invention is to provide a data transmission method and a user equipment for the same, which is

capable of solving a problem which may occur when data stored in a message 3 (Msg3) buffer is transmitted according to a reception mode of an Uplink (UL) Grant signal.” **Exhibit 3** at 4:57–62.

### **GENERAL ALLEGATIONS**

49. Evolved incorporates by reference the allegations in paragraphs 1–48.

50. Upon information and belief, Motorola makes, uses, sells, offers to sell, and/or imports into the United States LTE-compliant cellular communication devices including cellular phones, tablets, and smartwatches that infringe one or more claims of each of the Asserted Patents. Motorola directly infringes the Asserted Claims literally and/or under the doctrine of equivalents in violation of 35 U.S.C. § 271(a).

51. The following table summarizes the claims of each Asserted Patent that are infringed by Motorola (“Asserted Claims”):

Patent	Asserted Claims <sup>1</sup>
RE46,679	<b><u>6</u></b> , 8
RE48,326	<b><u>18</u></b> , 19, 20
10,517,120	<b><u>12</u></b> , 16, 17, 18

### **Identification of Accused Products**

52. This Complaint asserts infringement by Motorola LTE-compliant cellular communication devices, including cellular phones (collectively, “Accused Products”). Additionally, upon information and belief, Motorola has in the past sold tablets and/or smartwatches that implement the accused functionality. Accordingly, Evolved accuses such products to the extent they were made, used, sold, offered for sale, and/or imported into the United

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<sup>1</sup> Independent claims are bold-faced and underlined.

States during the relevant damages time period. The Accused Products include—but are not limited to—the following:

<b>Accused Product</b>
Edge
Edge+
Edge S
Moto 5G Ace
Moto C
Moto C Plus
Moto E (2020)
Moto E (3d. Gen.)
Moto E4
Moto E4 Plus
Moto E4 XLTE
Moto E5
Moto E5 Play
Moto E5 Plus
Moto E6
Moto E6 (2020)
Moto E6 Play
Moto E6 Plus
Moto E7
Moto E7 Plus
Moto G 5G
Moto G 5G Plus
Moto G Fast
Moto G Play (2021)
Moto G Power
Moto G Power (2021)
Moto G Pro
Moto G Stylus
Moto G Stylus (2021)
Moto G5
Moto G5 Plus
Moto G5S
Moto G5S Plus

<b>Accused Product</b>
Moto G6
Moto G6 Dual Sim
Moto G6 Play
Moto G6 Plus
Moto G7
Moto G7 Play
Moto G7 Plus
Moto G7 Power
Moto G8
Moto G8 Play
Moto G8 Plus
Moto G8 Power
Moto G8 Power Lite
Moto G9 Play
Moto G9 Plus
Moto G9 Power
Moto One
Moto One Power
Moto Tab
Moto X4
Moto X4 Dual Sim
Moto Z Play
Moto Z2 Force
Moto Z2 Play
Moto Z3
Moto Z3 Play
Moto Z4
One
One 5G
One 5G UW
One Action
One Fusion
One Fusion Plus
One Hyper
One Macro
One Power

Accused Product
One Vision
One Vision Pllus
One Zoom
razr
razr 5G

53. Evolved has provided charts that demonstrate how a Representative Product (the Motorola Moto G8 Play) infringes the Asserted Claims of the Asserted Patents. *See* **Exhibits 4–6**. These charts are supported by **Exhibits 7–15**, which are also incorporated by reference. Upon information and belief, the Accused Products infringe the Asserted Claims due to the common designs and functionality of the products as they relate to the claim language of the Asserted Patents and the common ways in which the Accused products implement and are compliant with the relevant LTE standards.

54. Motorola’s products that contain Qualcomm baseband chipsets were previously covered by a covenant not to sue in an agreement between LG Electronics and Qualcomm. That agreement was terminated effective December 31, 2018. Therefore, Evolved accuses Motorola’s products that contain Qualcomm baseband chipsets of infringing the Asserted Patents only for activities occurring on or after January 1, 2019. Evolved accuses Motorola’s products that do not contain Qualcomm baseband chipsets of infringing the Asserted Patents during the entire available damages period.

### **COUNT I – INFRINGEMENT OF THE ’679 PATENT**

55. Evolved incorporates by reference the allegations in paragraphs 1–54.

56. Examination of the Representative Product demonstrates that the Accused Products directly infringe at least Claims 6 and 8 of the ’679 Patent. A representative chart that applies independent Claim 6 and dependent Claim 8 of the ’679 Patent to the Representative Product and

the relevant LTE standards is attached to the Complaint as **Exhibit 4**. As demonstrated in this claim chart, the Accused Products satisfy each limitation of independent Claim 6 and dependent Claim 8 of the '679 Patent and therefore infringe those claims.

57. As a result of Motorola's infringement of the '679 Patent, Evolved has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

### **COUNT II – INFRINGEMENT OF THE '326 PATENT**

58. Evolved incorporates by reference the allegations in paragraphs 1–54.

59. Examination of the Representative Product demonstrates that the Accused Products directly infringe at least Claims 18, 19, and 20 of the '326 Patent. A representative chart that applies independent Claim 18 and dependent Claims 19 and 20 of the '326 Patent to the Representative Product and the relevant LTE standards is attached to the Complaint as **Exhibit 5**. As demonstrated in this claim chart, the Accused Products satisfy each limitation of independent Claim 18 and dependent Claims 19 and 20 of the '326 Patent and therefore infringe those claims.

60. As a result of Motorola's infringement of the '326 Patent, Evolved has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

### **COUNT III – INFRINGEMENT OF THE '120 PATENT**

61. Evolved incorporates by reference the allegations in paragraphs 1–54.

62. Examination of the Representative Product demonstrates that the Accused Products directly infringe at least Claims 12, 16, 17, and 18 of the '120 Patent. A representative chart that applies independent Claim 12 and dependent Claims 16, 17, and 18 of the '120 Patent to the Representative Product and the relevant LTE standards is attached to the Complaint as **Exhibit 6**. As demonstrated in this claim chart, the Accused Products satisfy each limitation of independent



Claim 12 and dependent Claims 16, 17, and 18 of the '120 Patent and therefore infringe those claims.

63. As a result of Motorola's infringement of the '120 Patent, Evolved has suffered and is owed monetary damages that are adequate to compensate it for the infringement under 35 U.S.C. § 284, but in no event less than a reasonable royalty.

**DEMAND FOR A JURY TRIAL**

64. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Evolved demands a trial by jury on all issues triable of right by a jury.

**PRAYER FOR RELIEF**

65. WHEREFORE, Evolved respectfully requests that this Court enter judgment in its favor and grant the following relief:

- a. a judgment that Motorola has directly infringed one or more claims of each of the Asserted Patents;
- b. a judgment and order requiring Motorola to pay Evolved past and future damages under 35 U.S.C. § 284, including for supplemental damages arising from any continuing post-verdict infringement for the time between trial and entry of the final judgment with an accounting, as needed, as provided by 35 U.S.C. § 284;
- c. a judgment and order requiring Motorola to pay Evolved reasonable ongoing royalties on a going-forward basis after final judgment;
- d. a judgment and order requiring Motorola to pay Evolved pre-judgment and post-judgment interest on the damages award;
- e. a judgment and order requiring Motorola to pay Evolved's costs; and
- f. such other and further relief as the Court may deem just and proper.

Dated: February 1, 2021

Respectfully submitted,

/s/ Timothy E. Grochocinski

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