



Corporate Veil.

## II. PARTIES

2. Plaintiff ALLIANCE WIRELESS TECHNOLOGIES, INC. (“AWTI”) is a Texas Corporation with a principal place of business at 9940 W. Sam Houston Parkway, Suite 330, Houston, Texas 77099.

3. Defendant WIRELESS VILLAGE, INC. (“WVI”) is a Nevada Corporation doing business as 3rd Eye Cam with its principal place of business located at 31 Airport Blvd., Suite G2, South San Francisco, California 94080-6529 and may be served with process to its registered agent, Corporate Services of America, located at 800 E. Charleston, Blvd., Las Vegas, Nevada 89104.

4. Defendant PLANET HALO, INC. (“PHI”) is a Nevada Corporation with an unknown principal place of business and may be served with process to its registered agent, Corporate Services of America, located at 800 E. Charleston Blvd., Las Vegas, Nevada 89104.

5. Defendant CONCIERGE TECHNOLOGIES, INC. (“CTI”) is a Nevada Corporation with its principal place of business located at 3615 Superior Ave., Suite 3100A, Cleveland, Ohio 44114 and may be served with process to its registered agent, Corporate Services of America, located at 800 E. Charleston Blvd., Las Vegas, Nevada 89104.

## III. JURISDICTION AND VENUE

6. This Court has jurisdiction over AWTI’s claims pursuant to 28 U.S.C. §§ 1331, 1338, and 1367.

7. Venue is proper in this district with respect to AWTI’s claims pursuant to 28 U.S.C. §§ 1391.

#### IV. FACTUAL BACKGROUND

8. AWTI is the owner of multiple trademarks for “3rd Eye,” including Federal Trademark Application, United States Patent and Trademark Serial Number 85529998 (the “Text Mark”), and Federal Trademark Application, United States Patent and Trademark Serial Number 85530641 (the “Graphic Mark”) (the Text Mark and Graphic Mark are hereinafter collectively referred to as the “Marks”). A true and correct copy of said applications is attached hereto as “Exhibit A,” and is incorporated by reference as if fully set forth herein.

9. WVI and PHI are sister companies specializing in the field of on-board vehicular surveillance and video monitors. PHI works in concert with WVI and actively promotes and endorses WVI, its products, and its website and marketing.

10. WVI and PHI are subsidiaries of CTI; PHI is a wholly owned subsidiary of CTI, and WVI is a majority owned subsidiary of CTI. CTI actively promotes and endorses WVI, its products, and its website and marketing and directly profits thereby.

11. WVI has been using and, upon information and belief, continues to use the Marks and selling products marketed under and/or bearing the Marks without AWTI’s authorization.

12. WVI’s unauthorized use of the Marks have caused consumers to believe that WVI is sponsored by, connected with, and/or otherwise affiliated with AWTI when they are not.

13. WVI’s unauthorized use of the Marks has caused consumers to believe that WVI’s goods are sponsored by, connected with, and/or otherwise affiliated with AWTI when such goods are not.

14. WVI’s unauthorized use of the Marks has caused consumers to believe that WVI’s websites are sponsored by, connected with, and/or otherwise affiliated with AWTI when such websites are not.

15. WVI has purposely used the Marks to cause confusion in the marketplace with regard to the sponsorship, approval, and/or affiliation of WVI's goods with products made, sold, and/or distributed by AWTI.

16. WVI has intentionally and fraudulently held their goods out to be the products of AWTI.

17. WVI, by its unauthorized use of the Marks and marketing and/or sale of goods under the Marks, has tortuously interfered with AWTI's ability to consummate sales with customers who are attempting to purchase products marketed under, sold under, and/or bearing the Marks and/or products sponsored, approved, and/or otherwise connected with AWTI.

18. On or about February 7, 2012, counsel for AWTI issued a cease and desist letter to WVI, under its fictitious business name, 3rd Eye Cam, at its location at 31 Airport Boulevard, Ste. G2, South San Francisco, CA 94080, directing it to stop selling and/or marketing products under the Marks and/or products bearing the Marks (the "3rd Eye C&D Letter"). A true and correct copy of said 3rd Eye C&D Letter is attached hereto as "Exhibit B," and is incorporated by reference as if fully set forth herein.

19. As of the date of this Complaint, AWTI has received no response to the 3rd Eye C&D Letter. Upon information and belief, despite receiving the 3rd Eye C&D Letter, WVI has continued its unauthorized use of the Marks and sale and/or marketing of goods under the Marks and/or goods bearing the Marks.

20. On or about May 16, 2012, counsel for AWTI issued a cease and desist letter to WVI and its registered agents in California and Nevada, directing it to stop selling and/or marketing products under the Marks and/or products bearing the Marks (the "WVI C&D Letter"). A true and correct copy of said WVI C&D Letter is attached hereto as "Exhibit C," and

is incorporated by reference as if fully set forth herein.

21. As of the date of this Complaint, AWTI has received no response to the WVI C&D Letter. Upon information and belief, despite receiving the WVI C&D Letter, WVI has continued its unauthorized use of the Marks and sale and/or marketing of goods under the Marks and/or goods bearing the Marks.

22. On or about May 16, 2012, counsel for AWTI issued a cease and desist letter to CTI and its registered agents in California and Nevada, directing it and its subsidiaries to stop selling and/or marketing products under the Marks and/or products bearing the Marks (the “CTI C&D Letter”). A true and correct copy of said CTI C&D Letter is attached hereto as “Exhibit D,” and is incorporated by reference as if fully set forth herein.

23. As of the date of this Complaint, AWTI has received no response to the CTI C&D Letter. Upon information and belief, despite receiving the CTI C&D Letter, CTI and its subsidiaries have continued their unauthorized use of the Marks and sale and/or marketing of goods under the Marks and/or goods bearing the Marks.

24. On or about May 16, 2012, counsel for AWTI issued a cease and desist letter to PHI and its registered agents in Nevada and Delaware, directing it to stop endorsing, promoting, approving, and/or contributing to WVI’s unauthorized use of the Marks (the “PHI C&D Letter”). A true and correct copy of said PHI C&D Letter is attached hereto as “Exhibit E,” and is incorporated by reference as if fully set forth herein.

25. As of the date of this Complaint, AWTI has received no response to the PHI C&D Letter. Upon information and belief, despite receiving the PHI C&D Letter, PHI has continued its endorsement, promotion, approval, and/or contribution to WVI’s unauthorized use of the Marks.

26. WVI has sold goods in and throughout the United States.

**V. FIRST CAUSE OF ACTION—TRADEMARK INFRINGEMENT UNDER  
15 U.S.C §1114(1)(a) (SECTION 32 OF THE LANHAM ACT)**

27. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

28. AWTI has a protectable right in its Marks. AWTI owns applications for the registration of the Marks with the United States Patent and Trademark Office, specifically United States Patent and Trademark Serial Number 85529998 and United States Patent and Trademark Serial Number 85530641.

29. AWTI's use of the Marks and related stylistic designs predates WVI's use of the Marks.

30. WVI's use of the Marks and related stylistic designs is in the same class as AWTI's use.

31. AWTI is the owner of valid, protectable, and/or registerable trademarks, namely the Marks. In addition and/or in the alternative, in the minds of the public, the primary significance of the Marks is to identify the source of the product in addition to the product itself.

32. WVI infringed upon AWTI's exclusive rights to use the proprietary Marks by, among other things, placing into commerce, offering to sell, selling, and/or distributing goods under the Marks and/or colorable imitations of the Marks and/or goods bearing reproductions, counterfeits, and/or colorable imitations of the Marks without AWTI's consent or authorization.

33. Such unauthorized use by WVI has caused actual confusion and is likely to continue causing confusion, mistake, or deception to the public.

34. WVI's conduct constitutes trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. §1114(1)(a).

35. In accordance with Section 34 of the Lanham Act, 15 U.S.C. §1116, WVI should be preliminarily and permanently enjoined, upon notice and hearing, from using AWTI's Marks and any confusingly similar variant thereof, alone or in combination with other words, as a trademark, corporate name, trade name component, domain name, or to otherwise market, advertise, distribute, or identify products or services.

36. As a direct and proximate result of WVI's infringement, AWTI has suffered damages within the jurisdictional limits of the Court. Under Section 35 of the Lanham Act, 15 U.S.C. §1117, AWTI is entitled to recover from WVI: i) WVI's profits from its unauthorized use of the Marks; ii) actual damages sustained by AWTI; and, iii) the costs of this action.

37. Due to the knowing, intentional, and purposeful manner of WVI's infringement, this is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117, and, therefore, AWTI is entitled to recover damages of treble the amount of AWTI's actual damages and attorneys' fees, pursuant to Section 35(b) of the Lanham Act, 15 U.S.C. §1117(b).

**VI. SECOND CAUSE OF ACTION—COUNTERFEITING IN VIOLATION OF 15 U.S.C. §1114(1)(b) (SECTION 32 OF THE LANHAM ACT)**

38. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

39. AWTI has a protectable right in its Marks. AWTI owns applications for the registration of the Marks with the United States Patent and Trademark Office, specifically United States Patent and Trademark Serial Number 85529998 and United States Patent and Trademark Serial Number 85530641.

40. In violation of 15 U.S.C. §1114(1)(b), WVI offered to sell, distributed, sold, and/or advertised goods under reproductions, counterfeits, and/or colorable copies of the Marks and/or goods bearing reproductions, counterfeits, and/or colorable copies of the Marks for

ultimate sale and/or distribution to the public.

41. WVI's offer to sell, sale, distribution, and/or advertisement of such goods is likely to cause confusion or mistake and/or to deceive the public.

42. WVI reproduced, copied, or colorably imitated AWTI's Marks and stamped or otherwise fixed such reproductions, counterfeits, copies, or colorable imitation to goods intended to be used in commerce and/or in connection with the sale, offering for sale, distribution, and/or advertising of goods, which is likely to cause confusion or mistake and to deceive the public.

43. WVI's actions as described herein were done with WVI's knowledge that the goods and the imitation marks were likely to cause confusion, mistake, and/or deception.

44. As a direct and proximate result of WVI's violations, AWTI has been damaged in an amount within the jurisdictional limits of this Court. Under Section 35 of the Lanham Act, 15 U.S.C. §1117, AWTI is entitled to recover from WVI: i) WVI's profits from such violations; ii) the actual damages sustained by AWTI; and iii) the costs of this action. Alternatively, AWTI may elect to recover statutory damages not to exceed \$1,000,000.00 per counterfeit mark per type of good sold in place of actual damages and profits, pursuant to 15 U.S.C. §1117(c)

**VII. THIRD CAUSE OF ACTION – FALSE DESIGNATION OF ORIGIN OR SPONSORSHIP, FALSE ADVERTISING, AND TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. §1125(A)**

45. AWTI hereby re-incorporates paragraphs 1 through 26 hereinabove.

46. AWTI is the owner of a valid and protectable or registerable mark, namely the Marks. In addition and/or in the alternative, in the minds of the public, the primary significance of the Marks is to identify the source of the product rather than the product itself.

47. AWTI has developed valuable goodwill associated with its Marks.

48. Without AWTI's permission or authorization, WVI knowingly and intentionally



used and continues to use AWTI's Marks and trade dress and/or counterfeits, reproductions, copies, or colorable imitations thereof in commerce in connection with the products and services that WVI manufactures, advertises, promotes, and/or sells.

49. WVI's willful and knowing actions render this case exceptional within the meaning of 15 U.S.C §1117(a).

50. WVI's use of AWTI's Marks and/or trade dress alleged above is likely to cause and/or has caused customers, purchasers, and members of the public to be confused, misled, and/or deceived as to the origin, source, sponsorship, or affiliation of WVI's goods and/or services and is likely to cause people to believe in error that WVI's goods and/or services have been authorized, sponsored, endorsed, and/or licensed by AWTI or are in some way affiliated with AWTI or its products.

51. WVI's acts constitute false and misleading descriptions, false advertising, and false designations of the origin and/or sponsorship of WVI's goods and/or services and constitutes trade dress infringement in violation of 15 U.S.C. §1125(a).

52. As a direct and proximate result of WVI's improper actions, AWTI has been damaged in an amount within the jurisdictional limits of the Court. Under Section 35 of the Lanham Act, 15 U.S.C. §1117, AWTI is entitled to recover from WVI: i) WVI's profits; ii) the actual damages sustained by AWTI; and, iii) the costs of this action.

53. Due to the knowing, intentional, and purposeful nature of WVI's improper conduct, this is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117; therefore, AWTI is entitled to recover treble damages under Section 35(b) of the Lanham Act, 15 U.S.C. §1117(b).

**VIII. FOURTH CAUSE OF ACTION – UNFAIR COMPETITION UNDER THE LANHAM ACT**

54. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

55. AWTI is the owner of a valid and protectable or registerable mark, namely the Marks. In addition and/or in the alternative, in the minds of the public, the primary significance of the Marks is to identify the source of the product rather than the product itself.

56. AWTI has developed valuable goodwill associated with its Marks.

57. As alleged hereinabove, WVI unlawfully misappropriated AWTI's valuable Marks to its commercial benefit and AWTI's commercial detriment.

58. WVI's unlawful actions constitute unfair competition in violation of 15 U.S.C. §1125(a).

59. Upon information and belief, WVI's unfair competition has been willful and malicious, constituting an exceptional case under 15 U.S.C. §1117(a).

60. As a direct result of WVI's unlawful misappropriation and unfair competition, AWTI has suffered damages within the jurisdictional limits of this Court. As such, AWTI is entitled to recover damages in an amount to be proven at trial, including enhanced damages as allowed by law, as well as recovery of reasonable and necessary attorneys' fees and costs incurred in bringing this suit.

**IX. FIFTH CAUSE OF ACTION – UNJUST ENRICHMENT**

61. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

62. AWTI is the owner of a valid and protectable or registerable mark, namely the Marks. In addition and/or in the alternative, in the minds of the public, the primary significance of the Marks is to identify the source of the product rather than the product itself.

63. AWTI has developed valuable goodwill associated with its Marks.

64. As alleged hereinabove, WVI unlawfully misappropriated AWTI's valuable Marks to its benefit and AWTI's detriment.

65. WVI has been unjustly enriched, to AWTI's detriment, by its unlawful misappropriation of the Marks. WVI has knowingly and willfully profited and caused harm to AWTI by its unauthorized use of the Marks.

66. As a result, AWTI is entitled to recover all valuable considerations WVI has gained by its unlawful misappropriation and use of the Marks.

**X. SIXTH CAUSE OF ACTION – TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS**

67. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

68. AWTI, by and through its use of the Marks, was reasonably likely to enter into business relations with consumers.

69. WVI, by its continued unauthorized use of the Marks after receiving notice of AWTI's ownership thereof through the 3rd Eye C&D Letter and WVI C&D Letter, intentionally interfered with AWTI's prospective, foreseeable business relations by diluting the Marks and creating confusion about the Marks in the market.

70. WVI's unauthorized use of the Marks was and is independently tortious and unlawful.

71. WVI's tortious interference has caused injury to AWTI by diluting the Marks and creating confusion about the Marks in the market, directly and detrimentally impacting AWTI's ability to consummate its prospective business relations with consumers.

**XI. SEVENTH CAUSE OF ACTION – CIVIL CONSPIRACY**

72. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

73. Both CTI and PHI have actively worked to endorse, approve, sponsor, and

promote WVI's unauthorized use of the Marks, as alleged hereinabove.

74. By working in concert to defraud and circumvent the legal rights of AWTI, Defendants WVI, CTI, and PHI became members of a combination that sought to achieve an unlawful purpose and to achieve lawful purposes by unlawful means, which included trademark infringement, trade dress infringement, violations under the Lanham Act, unfair competition, unjust enrichment, and tortious interference with prospective business relations.

75. As members of this combination, WVI, CTI, and PHI had a meeting of the minds on the object of this combination and on the course of action that they were undertaking.

76. WVI, CTI, and PHI committed unlawful acts, as detailed hereinabove, to further the object of the combination and to further the course of action undertaken by the combination. WVI, CTI, and PHI's unlawful, overt acts included trademark and trade dress infringement and unfair competition.

77. As a direct and proximate result of WVI, CTI, and PHI's wrongful conspiracy and related unlawful acts, AWTI has suffered damages within the jurisdictional limits of this Court.

## **XII. EIGHTH CAUSE OF ACTION – PIERCING THE CORPORATE VEIL**

78. AWTI hereby reincorporates paragraphs 1 through 26 hereinabove.

79. WVI is a majority owned subsidiary of CTI; CTI has a controlling interest in WVI and directly profits from WVI's actions and sales. A recent press release, dated April 11, 2012, which includes statements of WVI's president and CTI's chief executive officer, evidences the close relationship between CTI and WVI. A true and correct copy of said press release is attached hereto as "Exhibit F," and is incorporated by reference as if fully set forth herein.

80. Further, CTI and WVI share corporate officers, as evidenced by their respective filings with the Nevada Secretary of State. A true and correct copy of said filings with the

Nevada Secretary of State is attached hereto as “Exhibit G,” and is incorporated by reference as if fully set forth herein.

81. Further, CTI and WVI have shared and/or currently share offices with each other, as evidenced by WVI’s fictitious business name filing with Clark County Nevada and CTI’s contact information on its website. A true and correct copy of said fictitious business name filing and contact information is attached hereto as “Exhibit H,” and is incorporated by reference as if fully set forth herein.

82. CTI has directly benefitted and profited from WVI’s wrongful acts as plead hereinabove, including trademark and trade dress infringement, unfair competition, unjust enrichment, and tortious interference with prospective business relations.

83. Because of CTI’s controlling interest in WVI and the unity between WVI and CTI’s assets, WVI must be considered an “alter ego” of CTI, and/or CTI and WVI must be considered to comprise a single business enterprise. As such, CTI ought to be held vicariously liable, jointly and severally, for WVI’s wrongful acts as plead hereinabove, and AWTI is entitled to recover its actual and statutory damages and costs from CTI.

**XIII. DEMAND FOR ACCOUNTING, REQUEST FOR TURN OVER, AND REQUEST TO HOLD HARMLESS**

84. AWTI demands an accounting of WVI’s sales resulting from WVI’s wrongful actions, as plead hereinabove, and unjust enrichment and, after such accounting, that CTI and WVI’s profits resulting from such wrongful actions be paid over to AWTI, increased as the Court finds to be just under the circumstances of this case. AWTI further demands that all goods and advertisements bearing the Marks and/or confusingly similar marks or trade dress in WVI, CTI, and/or PHI’s possession, custody, or control be properly disposed of as the Court finds to be just under the circumstances of this case, including, but not limited to, turning over such items

to AWTI.

85. AWTI requests that the Court order WVI, CTI, and PHI to indemnify and hold harmless AWTI against any and all potential claims of third parties arising out of the unauthorized sale, offer of sale, distribution, or use of goods bearing the Marks or any confusingly similar mark; goods advertised under the Marks or any confusingly similar mark; goods bearing any trade dress of AWTI or any trade dress confusingly similar thereto; or goods in any other way likely to cause consumers to erroneously believe such goods to be endorsed, sponsored, or approved of by AWTI or otherwise affiliated with AWTI. AWTI further requests that the Court order WVI, CTI, and PHI to identify and disclose the vendors used to produce the infringing goods and any clientele that have purchased the infringing goods.

#### **XIV. APPLICATION FOR TEMPORARY RESTRAINING ORDER**

86. Because of WVI's unauthorized use of the Marks and CTI and PHI's sponsorship and endorsement of such unauthorized use, WVI, CTI, and PHI have undermined AWTI's business by selling goods and/or products that bear the Marks and/or products that bear the Marks and/or confusingly similar designs; marketing goods and/or products under the Marks or confusingly similar designs; and/or, by falsely representing goods produced and/or sold by WVI, CTI, and/or PHI to have the sponsorship of AWTI or to be otherwise affiliated with AWTI.

87. WVI, CTI, and PHI's unauthorized actions in regards to the Marks have caused and continue to cause AWTI irreparable harm for which there is no adequate remedy at law.

88. Because AWTI can readily establish itself as owner of the Marks, AWTI is likely to succeed on the merits of the case prohibiting WVI, CTI, and PHI's unauthorized actions in regards to the Marks.

89. The injury faced by AWTI outweighs the injury that would be sustained by

enjoining WVI, CTI, and PHI from their unauthorized actions in regards to the Marks.

90. Furthermore, the Court's granting of a temporary restraining order against WVI, CTI, and PHI's unauthorized actions in regards to the Marks would not adversely affect public policy or public interest.

91. AWTI respectfully demands that WVI, CTI, and PHI be restrained from selling any goods and/or products bearing the Marks and/or confusingly similar designs; from marketing goods and/or products under the Marks and/or confusingly similar designs; and, from promoting, endorsing, sponsoring, and/or otherwise approving of such sales and/or marketing. If necessary, AWTI is willing to post a bond in order for the Court to issue the temporary restraining order against WVI, CTI, and PHI.

#### **XV. ATTORNEYS' FEES**

92. Because of the conduct of WVI, CTI, and PHI, AWTI has been compelled to engage the services of an attorney to prosecute this action. As a result, AWTI is entitled to recover, both jointly and severally, from WVI, CTI, and PHI a reasonable sum for the necessary services of Wilson Legal Group P.C. in the preparation and trial of this action and for any appeals related thereto.

#### **XVI. PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff ALLIANCE WIRELESS TECHNOLOGIES, INC. prays:

- i. that judgment be entered in favor of Plaintiff against Defendants for actual damages in an amount in excess of the minimum jurisdictional limits of the Court as can be shown;
- ii. that the Court enter an Order enjoining Defendants from:

- a. manufacturing, marketing, or selling products or offering services based on, bearing, incorporating, or derived from Plaintiff's trademarks and trade dress;
  - b. endorsing, sponsoring, contributing to, or otherwise approving of the manufacture, marketing, or sale of products or offering of services based on, bearing, incorporating, or derived from Plaintiff's trademarks and trade dress; and,
  - c. using Plaintiff's Marks or any deceptively similar variation thereof, alone or in combination with other words, as a trademark, service mark, corporate name, fictitious business name, trade name component, internet domain name, or otherwise to market, advertise, or identify Defendants' services or products;
- iii. that the Court enter an Order requiring Defendants to forthwith deliver to Plaintiff all materials in Defendants' possession, custody, or control, the possession and/or use of which would violate Plaintiff's proprietary rights including, without limitation, its right to the Marks and trade dress, including an Order requiring Plaintiff to identify vendors used to produce their infringing goods and clients who have purchased the infringing goods;
- iv. that the Court enter an Order requiring Defendants to prepare, at their sole expense, a true and accurate audited accounting of all of the activities of Defendants, including, without limitation, all activities related to their acquisition, marketing, and disposal, sale, or transfer of any goods or any other product bearing Plaintiff's Marks or incorporating Plaintiff's proprietary rights;



- v. for an award of Plaintiff's actual and special damages as plead within the jurisdictional limits of the Court;
- vi. for an award to Plaintiff of Defendants' ill-gotten profits and treble damages under 15 U.S.C. §1117;
- vii. for an award of exemplary damages against Defendants;
- viii. that the Court declare this case to be exceptional and award Plaintiff its reasonable and necessary attorneys' fees and court costs in prosecuting this action;
- ix. for an award of costs in an amount to be determined by the Court;
- x. that the Court enter an Order requiring Defendants to indemnify and hold harmless Plaintiff against any and all possible claims of third parties arising out of the sale, offer of sale, distribution, or use of the goods bearing and/or marketed under a mark or trade dress confusingly similar to Plaintiff's or otherwise based on or incorporating Plaintiff's proprietary designs;
- xi. that Plaintiff recover all pre-judgment and post-judgment interest on all sums awarded at the highest rate permitted by law; and,
- xii. for such further relief, at law or in equity, to which Plaintiff may show itself to be justly entitled.

DATED: July 10, 2012.

Respectfully submitted,  
**WILSON LEGAL GROUP P.C.**

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