

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<b>PHAZR, INC.</b>	§	<b>CIVIL ACTION NO.: 3:19-cv-01188-S</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>v.</b>	§	
	§	
<b>SUDHIR RAMAKRISHNA,</b>	§	
<b>BALA BALASEKAR,</b>	§	
<b>AN TUYEN BANH and</b>	§	
<b>MAVENIR SYSTEMS, INC.</b>	§	
	§	
<b>Defendants.</b>	§	

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**PLAINTIFF'S FIRST AMENDED COMPLAINT**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff PHAZR, Inc., (hereinafter “PHAZR” or “Plaintiff”) and files this its *First Amended Complaint* against Defendants SUDHIR RAMAKRISHNA (hereinafter “Ramakrishna”), BALA BALASEKAR (hereinafter “Balasekar”), AN TUYEN BANH (hereinafter “Banh”) and MAVENIR SYSTEMS, INC. (hereinafter “Mavenir”) (collectively, “Defendants”), showing as follows:

**I. PARTIES**

1. Plaintiff PHAZR, Inc., is a Delaware corporation licensed to do business in the State of Texas with a primary business address of 8 Prestige Circle #104, Allen, Texas 75002.
2. Defendant Sudhir Ramakrishna is a natural person who, upon information and belief, resides and may be served at 5708 Arrow Point Drive, Plano, Texas 75093.

3. Defendant Mavenir Systems, Inc., is a Delaware corporation licensed to do business in the State of Texas with a primary business address of 1700 International Parkway, Suite 200, Richardson, Texas 75081-1840 and may be served at CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

4. Defendant Bala Balaksekhar is a natural person who, upon information and belief, resides and may be served at 6108 Palomino Drive, Plano, Texas, 75082.

5. Defendant An Tuyen Banh is a natural person who, upon information and belief, resides and may be served at 135 Wentwood Drive, Murphy, Texas, 75094.

#### V. JURISDICTION AND VENUE

6. This Court has jurisdiction over this action under 28 U.S.C. §1331, because one or more of Plaintiff's claims arises under the Constitution, laws or treaties of the United States.

7. Venue is proper in the Northern District of Texas pursuant to 28 U.S.C. §1391(b) based upon the residence of one or more defendants.

#### VI. CONDITIONS PRECEDENT

8. All conditions precedent to Plaintiff's recovery against Defendants have been fulfilled.

#### VII. FACTUAL BACKGROUND

9. The following facts are supported by the affidavit of Farooq Khan, Ph.D., President of PHAZR, Inc., which is attached hereto as **Exhibit "A"** and incorporated for all purposes herein.

10. Plaintiff PHAZR, Inc. (hereinafter "Plaintiff" or "PHAZR"), is a producer and provider of millimeter wave ("mmwave"), virtualized Radio Access Network ("vRAN") and Radio Frequency ("RF") products and technology for the wireless communications industry.

11. Since its founding in 2016, PHAZR has marketed its products and technologies for use in the national and international markets for construction and operation of fifth generation (5G) wireless communication networks.

12. PHAZR developed the specific technologies and algorithms needed to produce the hardware and software it currently markets for use in 5G wireless communications over the course of several years of research.

13. In or about December of 2018, PHAZR was purchased by John Mezzalingua Associates, Inc. (“JMA Wireless”) and continues to operate as a subsidiary of JMA Wireless.

14. Defendant Mavenir is also currently a producer and provider of various products for use in the development of 5G wireless networks. Prior to sometime in 2018, upon information and belief, Mavenir was primarily engaged in development of products and services for use in 4G LTE wireless networks.

15. Both companies are presently engaged in the development and offering of 5G NR (new radio) access network and virtualized Radio Access Network (vRAN) hardware and software products.

16. PHAZR and Mavenir compete in markets throughout the United States and in numerous foreign countries for contracts to provide hardware and software products to companies engaged in the construction of 5G wireless networks.

17. An example of the ways in which PHAZR and Mavenir currently compete nationally for contracts with businesses engaged in the construction of 5G wireless networks is the request for proposals from Verizon, a national provider of wireless communication services, for which responses were sought in early March of 2019. Upon information and belief, both PHAZR

(through its corporate parent, John Mezzalingua Associates, LLC) and Mavenir submitted proposals to supply Verizon with materials for this project.

18. PHAZR and Mavenir are also presently in competition to provide hardware and software products to British Telecom in its buildout of its 5G wireless network using virtualized RAN (vRAN) technologies in the United Kingdom. 5G equipment from both Mavenir and PHAZR is currently being tested at the BT Labs in Adastral Park, Ipswich, UK.

19. Upon information and belief, representatives of both PHAZR and Mavenir recently attended the 5G World Summit trade show in London, England that occurred June 11, 12 and 13, 2019. Representatives of both PHAZR and Mavenir also attended the Big 5G Event 2019 from May 6 – 8, 2019 in Denver, Colorado. Both companies presented at these conferences and marketed their products and services for use in the construction of 5G wireless networks.

20. Ramakrishna was hired as an employee of PHAZR on or about July 12, 2016, with the title of Principal Engineer – Wireless Systems. At the commencement of his employment by PHAZR, Ramakrishna executed an Employee Confidentiality and Assignment Agreement (“the Confidentiality Agreement”). A copy of the Confidentiality Agreement is attached hereto as **Exhibit “B”** and incorporated for all purposes herein.

21. Balasekar was hired as an employee of PHAZR on or about June 23, 2017, with the title of Vice President. At the commencement of his employment by PHAZR, Balasekar executed an Employee Confidentiality and Assignment Agreement (“the Confidentiality Agreement”). A copy of the Confidentiality Agreement is attached hereto as **Exhibit “C”** and incorporated for all purposes herein.

22. Banh was hired as an employee of PHAZR on or about October 30, 2017, with the

title of Principal RF Engineer. At the commencement of his employment by PHAZR, Banh executed an Employee Confidentiality and Assignment Agreement (“the Confidentiality Agreement”). A copy of the Confidentiality Agreement is attached hereto as **Exhibit “D”** and incorporated for all purposes herein.

23. Paragraph 9 of the Confidentiality Agreement executed by Ramakrishna, Balasekar and Banh contains several key agreements by Ramakrishna, including that:

- Each employee will not, at any time during or after his employment, disclose any Proprietary Information or permit Proprietary Information to be used for any purpose other than the performance of his duties as an employee of PHAZR.
- Each employee “will not, directly or indirectly ... participate or invest in business activity anywhere in the United States that ... (is) otherwise competitive with (PHAZR)” for a period of one (1) year following termination of his employment with PHAZR.
- for a period of two (2) years following the termination of his employment with PHAZR, each employee must provide a copy of the Confidentiality Agreement to any prospective employer, partner or co-venture before entering into such employment, partnership or venture.

24. Paragraph 10 of the Confidentiality Agreement executed by Balasekar, Ramakrishna and Banh sets forth a Non-Solicitation Restriction, in which those employees agreed that, during employment with PHAZR and for a period of one (1) year following termination of such employment, that they would not call upon, solicit, divert or take away any business from or with any of the customers with whom those employees developed a relationship or became acquainted with while employed by PHAZR.

25. Balasekar, Ramakrishna and Banh further agreed to a Non-Solicitation Restriction

in paragraph 10 of the Confidentiality Agreement executed by each of them that they would not solicit, entice or attempt to persuade any other employee of PHAZR to leave PHAZR for any reason or otherwise participate in or facilitate the hire, directly or through another entity, of any person employed by PHAZR.

26. While employed by PHAZR, Balasekar was involved in the development of products for use in 5G wireless systems, including product builds in collaboration with the contract manufacturer Flextronics, production testing and product regulatory, safety and environmental certifications.

27. In or about September of 2018, Balasekar resigned his employment with PHAZR.

28. Upon information and belief, Balasekar became employed by Mavenir as its Vice President for Hardware Development, Radio Access Products in or about October of 2018 and is currently so employed by Mavenir.

29. As part of his employment duties at PHAZR, Ramakrishna was responsible for the development of system design and algorithm development for vRAN components to be used in building 5G wireless networks, which duties necessarily involved the handling and creation of materials and information that were proprietary and confidential to PHAZR. PHAZR took reasonable efforts to protect the secrecy of its proprietary materials and information, including utilizing password-protected access to this shared database.

30. In addition to the work Ramakrishna directly performed to develop PHAZR's unique, proprietary systems and equipment, he had access to all of the company's confidential, proprietary designs, drawings, specifications and information through a shared company database of such information and materials.

31. Ramakrishna was also primarily responsible for preparation of PHAZR's responses to Requests for Proposals from businesses engaged in the development of wireless communication networks. In preparing such responses, Ramakrishna was in contact with representatives of these businesses in locations throughout the United States and abroad and became acutely aware of the competitive advantages that PHAZR's products enjoyed over those of its competitors. On or about January 2, 2019, Ramakrishna was promoted to the title of Vice President, Systems Engineering, of PHAZR.

32. On or about January 15, 2019, Ramakrishna e-mailed PHAZR President Farooq Khan, stating his intent to resign his employment with PHAZR. In a responding e-mail, Farooq Khan reminded Ramakrishna of his obligations under the Confidentiality Agreement, including the prohibition against disclosing Plaintiff's Proprietary Information and the prohibition against him working for a competing business. Ramakrishna's employment with Plaintiff terminated as of January 21, 2019.

33. Ramakrishna soon thereafter commenced employment with Mavenir, as Vice President of 5G RAN Systems. Mavenir is a direct competitor of PHAZR in the business of producing RAN technology and related solutions for the creations of 5G wireless networks.

34. As part of his employment duties at PHAZR, Banh was responsible for the development of system design and algorithm development for RF components to be used in building 5G wireless networks, which duties necessarily involved the handling and creation of materials and information that were proprietary and confidential to PHAZR. PHAZR took reasonable efforts to protect the secrecy of the proprietary materials and information, including utilizing password-protected access to this shared database.

35. On or about April 29, 2019, Banh submitted a letter of resignation of his employment with PHAZR. Thereafter, on May 1, 2019, Banh verbally confirmed his intent to resign to PHAZR President Farooq Khan.

36. Upon information and belief, Banh accepted employment with Mavenir shortly after termination of his employment with PHAZR.

37. Upon information and belief, prior to hiring Balasekar, Ramakrishna and Banh, Mavenir had not developed products for use in 5G wireless network that utilized mmwave, vRAN or RF technology.

38. Upon information and belief, Mavenir has engaged in a course of conduct of soliciting PHAZR's employees to build its own capacity to develop products and services to compete with PHAZR and its parent JMA Wireless for business developing 5G wireless networks.

39. Mavenir is currently marketing products that compete with those offered by PHAZR and its parent, JMA Wireless, to parties seeking to develop 5G wireless networks, which products it lacked the capacity to develop or produce prior to hiring former PHAZR employees.

### VIII. CAUSES OF ACTION

#### A. **Count 1 – Trade Secret Misappropriation Under Texas Uniform Trade Secrets Act (against Ramakrishna, Balasekar, Banh and Mavenir)**

40. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

41. Defendants have misappropriated Plaintiff's trade secrets.

42. Plaintiff owned numerous trade secrets and proprietary information, which it actively seeks to protect through written agreements with its employees and consultants, as well as through other means. As evidenced by the fact that Plaintiff contractually protects its trade secrets

and proprietary designs and takes reasonable measures to keep them secret, Plaintiff's trade secrets and proprietary information are generally unknown to and not readily ascertainable through proper means by third parties.

43. Actual or threatened misappropriation may be enjoined if the order does not prohibit a person from using general knowledge, skill, and experience that person acquired during employment. TEX. CIV. PRAC. & REM. CODE § 134A.003. Misappropriation means the "acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means." *Id.* at 134A.002(3). Misappropriation also occurs when a person "disclos[es] or use[s] a trade secret of another without express or implied consent by a person who... used improper means to acquire knowledge of the trade secret... [or] knew or had reason to know that the person's knowledge of the trade secret was... acquired under circumstances giving rise to a duty to maintain the secrecy of or limit the use of the trade secret." *Id.* § 134A.002.

44. Balasekar misappropriated Plaintiff's trade secrets by taking trade secrets learned during his employment and stored on a password-protected shared database and has or will potentially use them during his employment with Mavenir to Plaintiff's detriment.

45. Ramakrishna misappropriated Plaintiff's trade secret by taking trade secrets learned during his employment and stored on a password-protected shared database and has or will potentially use them during his employment with Mavenir to Plaintiff's detriment

46. Banh misappropriated Plaintiff's trade secrets by taking trade secrets learned during his employment and stored on a password-protected shared database and has or will potentially use them during his employment with Mavenir to Plaintiff's detriment.

47. The duties that Balasekar, Ramakrishna and Banh are performing or can be

expected to perform for Mavenir make it highly probable that they have disclosed or will disclose Plaintiff's trade secret information to its competitor, Mavenir, to Plaintiff's detriment and to the benefit of Mavenir.

48. Defendants' misappropriation of Plaintiff's trade secrets has caused Plaintiff to suffer damages, such as the loss of customers, business, reputation and goodwill and competitive business position for which Plaintiff has no adequate remedy at law, and which cannot be adequately compensated by money damages.

49. Plaintiff is entitled to injunctive relief prohibiting the disclosure of trade secret and proprietary information obtained by Balasekar, Ramakrishna and Banh during their employment with Plaintiff.

50. Defendants willfully and maliciously misappropriated Plaintiff's trade secrets and proprietary information, which misappropriation entitles Plaintiff to exemplary damages pursuant to the Texas Uniform Trade Secrets Act.

51. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said actions by Defendants, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**B. Count 2 – Trade Secret Misappropriation Under the Defend Trade Secrets Act, 18 U.S.C. § 1836 (against Defendants Ramakrishna, Balasekar and Banh and Mavenir)**

52. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

53. Plaintiff owned numerous trade secrets and proprietary information at the time of Ramakrishna's employment with Plaintiff which were known to Ramakrishna, Balasekar and Banh and are subject to protection under the law.

54. Plaintiff's trade secrets were and continue to be used in interstate commerce.

55. Plaintiff took reasonable steps to maintain the secrecy of its trade secrets and proprietary information.

56. Ramakrishna misappropriated and used or disclosed Plaintiff's trade secrets and proprietary information without authorization and in violation of his contractual and fiduciary relationship with Plaintiff to maintain the confidentiality of such trade secrets and proprietary information.

57. Balasekar misappropriated and used or disclosed Plaintiff's trade secrets and proprietary information without authorization and in violation of his contractual and fiduciary relationship with Plaintiff to maintain the confidentiality of such trade secrets and proprietary information.

58. Banh misappropriated and used or disclosed Plaintiff's trade secrets and proprietary information without authorization and in violation of his contractual and fiduciary relationship with Plaintiff to maintain the confidentiality of such trade secrets and proprietary information.

59. Mavenir has misappropriated Plaintiff's trade secrets and proprietary information by obtaining such information from Ramakrishna, Balasekar and Banh without Plaintiff's authorization or consent.

60. Mavenir knew or had reason to know that Ramakrishna, Balasekar and Banh had acquired Plaintiff's trade secrets and proprietary information through their employment with Plaintiff and that such knowledge was obtained under circumstances giving rise to a duty for Ramakrishna, Balasekar and Banh to maintain the secrecy of such trade secrets and proprietary information.

61. As a result of Defendants' actions, Plaintiff has suffered damages, including the loss of customers, loss of business, reputation and goodwill and competitive position in the marketplace and will continue to suffer damages in the future.

62. Plaintiff is entitled to injunctive relief pursuant to the Defend Trade Secrets Act to prevent the actual or threatened misappropriation of its trade secrets and proprietary information.

63. Defendants willfully and maliciously misappropriated Plaintiff's trade secrets and proprietary information, which misappropriation entitles Plaintiff to exemplary damages pursuant to the Defend Trade Secrets Act.

64. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said actions by Defendants, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**C. Count 3 – Breach of Covenant Not to Compete (against Defendant Ramakrishna)**

65. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

66. At the commencement of, and inconsideration for his employment with Plaintiff, Ramakrishna entered into an enforceable agreement to, among other things, maintain and protect the confidentiality of Plaintiff's proprietary information and trade secrets.

67. As part of this enforceable confidentiality agreement, Ramakrishna agreed to a covenant not to compete against Plaintiff. The covenant was made at the same time as the enforceable agreement.

68. The limitations placed on Ramakrishna by the covenant imposed no greater restraint than necessary to protect Plaintiff's interests in competing for business in the nationwide

market to supply materials and technology to companies engaged in the construction of 5G wireless communication networks.

69. Ramakrishna breached the covenant not to compete by accepting employment with Plaintiff's competitor, Mavenir, within the restricted period contained in the Confidentiality Agreement.

70. Ramakrishna's breach has directly and proximately caused and will continue to cause injury to Plaintiff. Such injuries cannot be ascertained at this time but are natural, probable and foreseeable consequences of Ramakrishna's breach as described herein.

71. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said breach, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**D. Count 4 – Breach of Covenant Not to Compete (against Defendant Balasekar)**

72. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

73. At the commencement of, and inconsideration for his employment with Plaintiff, Balasekar entered into an enforceable agreement to, among other things, maintain and protect the confidentiality of Plaintiff's proprietary information and trade secrets.

74. As part of this enforceable confidentiality agreement, Balasekar agreed to a covenant not to compete against Plaintiff. The covenant was made at the same time as the enforceable agreement.

75. The limitations placed on Balasekar by the covenant imposed no greater restraint than necessary to protect Plaintiff's interests in competing for business in the nationwide market to

supply materials and technology to companies engaged in the construction of 5G wireless communication networks.

76. Balasekar breached the covenant not to compete by accepting employment with Plaintiff's competitor, Mavenir, within the restricted period contained in the Confidentiality Agreement.

77. Balasekar's breach has directly and proximately caused and will continue to cause injury to Plaintiff. Such injuries cannot be ascertained at this time but are natural, probable and foreseeable consequences of Balasekar's breach as described herein.

78. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said breach, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**C. Count 5 – Breach of Covenant Not to Compete (against Defendant Banh)**

79. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

80. At the commencement of, and in consideration for his employment with Plaintiff, Banh entered into an enforceable agreement to, among other things, maintain and protect the confidentiality of Plaintiff's proprietary information and trade secrets.

81. As part of this enforceable confidentiality agreement, Banh agreed to a covenant not to compete against Plaintiff. The covenant was made at the same time as the enforceable agreement.

82. The limitations placed on Banh by the covenant imposed no greater restraint than necessary to protect Plaintiff's interests in competing for business in the nationwide market to

supply materials and technology to companies engaged in the construction of 5G wireless communication networks.

83. Banh breached the covenant not to compete by accepting employment with Plaintiff's competitor, Mavenir, within the restricted period contained in the Confidentiality Agreement.

84. Banh's breach has directly and proximately caused and will continue to cause injury to Plaintiff. Such injuries cannot be ascertained at this time but are natural, probable and foreseeable consequences of Banh's breach as described herein.

85. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said breach, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**C. Count 6 – Breach of Non-Solicitation Covenant (against Defendant Balasekar)**

86. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

87. At the commencement of, and inconsideration for his employment with Plaintiff, Ramakrishna entered into an enforceable agreement to, among other things, maintain and protect the confidentiality of Plaintiff's proprietary information and trade secrets.

88. As part of this enforceable confidentiality agreement, Balasekar agreed to a covenant not to solicit, entice or attempt to persuade Plaintiff's employees to leave employment with Plaintiff. The covenant was made at the same time as the enforceable agreement.

89. The limitations placed on Ramakrishna by the covenant imposed no greater restraint than necessary to protect Plaintiff's interests in competing for business in the nationwide

market to supply materials and technology to companies engaged in the construction of 5G wireless communication networks.

90. Balasekar breached his non-solicitation covenant by solociting, enticing or persuading Ramakrishna to leave his employment with Plaintiff's and to accept employment with Plaintiff's competitor, Mavenir, within the non-solicitation restricted period contained in the Confidentiality Agreement.

91. Balasekar's breach has directly and proximately caused and will continue to cause injury to Plaintiff. Such injuries cannot be ascertained at this time but are natural, probable and foreseeable consequences of Balasekar's breach as described herein.

92. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said breach, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

**G. Count 7 – Tortious Interference with Existing Contract (against Defendant Mavenir)**

93. Plaintiff reasserts and incorporates by reference for all purposes the allegations contained in the preceding paragraphs.

94. Plaintiff had valid contracts with Ramakrishna, Balasekar and Banh.

95. Mavenir knew or had reason to know of Plaintiff's contract with Ramakrishna, Balasekar and Banh and Plaintiff's interest in those contracts.

96. Mavenir willfully and intentionally interfered with Plaintiff's contracts with Ramakrishna, Balasekar and Banh.

97. Mavenir's interference proximately caused injury to Plaintiff, which injuries cannot reasonably be ascertained by Plaintiff at this time but which are reasonably foreseeable

consequences of such interference.

98. Plaintiff seeks to recover all actual and consequential damages sustained as a result of said actions by Defendants, plus attorney's fees, costs, and pre- and postjudgment interest at the highest rate allowed by law.

#### **X. ACTUAL, CONSEQUENTIAL, AND EXEMPLARY DAMAGES**

99. As a consequence of Defendants' wrongful conduct described above, Plaintiff has suffered actual and consequential damages (including lost profits) exceeding the minimum jurisdictional limits of this Court. Plaintiff pleads both actual and consequential damages on all causes of action. Moreover, Plaintiff pleads exemplary damages on its tortious interference cause of action against Mavenir.

#### **XI. ATTORNEY'S FEES, COSTS, AND INTEREST**

100. Plaintiff is entitled to receive its reasonable attorney's fees and legal expenses through trial and appeal, if any, from Defendants pursuant to Paragraph 14 of the Confidentiality Agreement. TEX. CIV. PRAC. & REM. CODE § 38.001. This lawsuit is based, among other things, on written contracts between PHAZR and Ramakrishna, Balasekar and Banh. In addition to reimbursement of its legal expenses and attorney's fees, Plaintiff is entitled to costs of Court and pre- and post-judgment interest at the maximum rate permitted by law and/or the parties' agreements.

#### **XII. JURY DEMAND**

101. Plaintiff demands a trial by jury.

#### XIV. PRAYER

Plaintiff respectfully requests the Court to cite Sudhir Ramakrishna, Bala Baleksar, An Tuyen Banh and Mavenir Systems, Inc., to appear and answer herein, and grant Plaintiff the following relief:

- (a) Upon hearing, a temporary injunction restraining and enjoining Ramakrishna, Balasekar, Banh and Mavenir as well as their agents, servants, employees, and those persons and entities in active concert or participation with them from engaging in the wrongful activities described above;
- (b) Upon final trial, a permanent injunction restraining and enjoining Ramakrishna and Mavenir as well as their agents, servants, employees, and those persons or entities in active concert or participation with them from engaging in the wrongful activities described above;
- (c) Actual and consequential damages as determined at trial on the merits;
- (d) Judgment against Mavenir for exemplary damages as determined at trial on the merits;
- (e) Costs of suit, including costs of Court and reasonable legal expenses and attorney's fees;
- (f) Pre- and post-judgment interest at the maximum rate provided by agreement of the parties or permitted by law; and
- (g) Any such other and further relief, at law or in equity, to which Plaintiff may show themselves justly entitled.

DATED: June 24, 2019

Respectfully submitted,

*/s/ Henry S. Wehrmann*

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HENRY S. WEHRMANN  
State Bar No. 21076400

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ATTORNEY FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

The undersigned counsel hereby certifies that on June 24, 2019, the foregoing document was served upon all counsel via the Electronic Case Filing system.

s/Henry S. Wehrmann  
**HENRY S. WEHRMANN**