

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

**IN RE: UNIFIED MESSAGING
SOLUTIONS LLC AND
ADVANCED MESSAGING
TECHNOLOGIES, INC.
PATENT LITIGATION**

MDL No. 2371

Master Docket No. 12 C 6286

Regarding: Case No. 13 C 343

JURY TRIAL DEMANDED

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT
AGAINST JUNO ONLINE SERVICES, INC.,
NETZERO, INC., AND MEMORY LANE, INC.**

Plaintiffs Unified Messaging Solutions LLC and Advanced Messaging Technologies, Inc. (collectively, “Plaintiffs”) file this Complaint against Juno Online Services, Inc., NetZero, Inc., and Memory Lane, Inc. (collectively, “Defendants”) for infringement of U.S. Patent No. 6,857,074 (“the ’074 patent”), U.S. Patent No. 7,836,141 (“the ’141 patent”), U.S. Patent No. 7,895,306 (“the ’306 patent”), U.S. Patent No. 7,895,313 (“the ’313 patent”), and/or U.S. Patent No. 7,934,148 (“the ’148 patent”).

THE PARTIES

1. Unified Messaging Solutions LLC (“Unified Messaging”) is a limited liability company organized and existing under the laws of the State of Texas, with principal places of business located in Newport Beach, California and Frisco, Texas.

2. Advanced Messaging Technologies, Inc. (“AMT”) is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located in Los Angeles, California.

3. Defendant JUNO ONLINE SERVICES, INC. is a Delaware corporation with its principal place of business in Woodland Hills, California. This Defendant does business in the State of Illinois and in the Northern District of Illinois. This Defendant has been served with process through its registered agent and has appeared and participated in these proceedings.

4. Defendant NETZERO, INC. is a Delaware corporation with its principal place of business in Woodland Hills, California. This Defendant does business in the State of Illinois and in the Northern District of Illinois. This Defendant has been served with process through its registered agent and has appeared and participated in these proceedings.

5. Defendant MEMORY LANE, INC. is a Washington corporation with its principal place of business in Seattle, Washington. This Defendant does business in the State of Illinois and in the Northern District of Illinois. This Defendant has been served with process through its registered agent and has appeared and participated in these proceedings.

JURISDICTION AND VENUE

6. Plaintiffs bring this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others.

7. The United States District Court for the Northern District of Illinois has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367. It also has subject matter jurisdiction for pretrial proceedings pursuant to 28 U.S.C. § 1407.

8. Venue is proper in the United States District Court for the Northern District of Illinois pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each Defendant is deemed to reside in the Northern District of Illinois, has committed acts of infringement in the Northern District of Illinois, has purposely transacted business in the

Northern District of Illinois, and/or has regular and established places of business in the Northern District of Illinois. Venue is also proper in the United States District Court for the Northern District of Illinois for pretrial proceedings pursuant to 28 U.S.C. § 1407.

9. Each Defendant is subject to the United States District Court for the Northern District of Illinois's specific and general personal jurisdiction pursuant to due process and/or the Illinois Long Arm Statute, due at least to their substantial business in this State and judicial district, including: (A) at least part of their infringing activities alleged herein; and (B) regularly doing or soliciting business and, accordingly, deriving substantial revenue from goods and services provided to Illinois residents. With regards to pretrial proceedings, each Defendant is also subject to the United States District Court for the Northern District of Illinois's specific and general personal jurisdiction pursuant to 28 U.S.C. § 1407.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 6,857,074)

10. Plaintiffs incorporate paragraphs 1 through 9 herein by reference.

11. Plaintiffs have all substantial rights in and to the '074 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," including the right exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '074 patent is attached as Exhibit A.

12. The '074 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

13. Defendants have infringed and continue to infringe one or more claims of the '074 patent in this judicial district and elsewhere in Illinois and the United States, including at least claims 1, 2, and 4, without the consent or authorization of Plaintiffs, by or through their

making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages.

14. More particularly, Defendants have committed their direct infringements as alleged in Count I (including at least claim 1) through the operation of their various web-based messaging services/features offered and made available through their websites and/or attendant web servers. Such web-based messaging services/features include, at a minimum: (i) the “Juno Message Center” feature of Defendants’ webmail services accessible through their website, my.juno.com; (ii) the “NetZero Message Center” feature of Defendants’ webmail services accessible through their website, my.netzero.com; and (iii) the “Classmate.com Inbox” feature accessible through Defendants’ website, www.classmates.

15. Plaintiffs have been damaged as a result of Defendants’ infringing conduct described in this Count I. Defendants are, thus, liable to Plaintiffs in an amount that adequately compensates them for Defendants’ infringements, 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.

COUNT II

(INFRINGEMENT OF U.S. PATENT NO. 7,836,141)

16. Plaintiffs incorporate paragraphs 1 through 9 herein by reference.

17. Plaintiffs have all substantial rights in and to the ’141 patent, entitled “Systems and Methods for Storing, Delivering, and Managing Messages,” including the right exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the ’141 patent is attached as Exhibit B.

18. The ’141 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

19. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '141 patent in this judicial district and elsewhere in Illinois and the United States, including at least claims 21, 24, and 29, without the consent or authorization of Plaintiffs, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages.

20. Defendants have committed direct infringements as alleged in Count II (including at least claims 21, 24, and 29) through the operation of their various web-based messaging services/features offered and made available through their websites and/or attendant web servers. Such web-based messaging services/features include, at a minimum: (i) the "Juno Message Center" feature of Defendants' webmail services accessible through their website, my.juno.com; (ii) the "NetZero Message Center" feature of Defendants' webmail services accessible through their website, my.netzero.com; and (iii) the "Classmate.com Inbox" feature accessible through Defendants' website, www.classmates.com.

21. In the alternative, Defendants have committed indirect infringements as alleged in Count II (including at least claims 21, 24, and 29) through operation of the "Juno Message Center," "NetZero Message Center," and/or "Classmate.com Inbox" features.

22. Indeed, Defendants and other persons who use these web-based messaging features/services, including Defendants' subscribers/customers, directly infringe the '141 patent, including at least claims 21, 24, and 29, and Defendants have possessed the requisite knowledge of the '141 patent since at least the time of service of the original Complaint in this action. *See, e.g., Radiation Stabilization Solutions LLC v. Accuray Inc.*, No. 11-CV-7700, 2012 U.S. Dist. LEXIS 117978, at *12 (N.D. Ill. Aug. 21, 2013) ("Courts in this district agree that a defendant's

knowledge of a patent through the filing of the complaint does not defeat a plaintiff's inducement infringement claims") (citations omitted); *Trading Tech. Int'l, Inc. v. BCG Partners, Inc.*, No. 10-CV-715, 2011 U.S. Dist. LEXIS 99415, **15-16 (N.D. Ill. Sept. 2, 2011) ("The Court sees no reason why a defendant who is directly infringing on a product should avoid liability for an indirect infringement claim when it continues to sell the allegedly infringing product and encourages others to infringe, simply because it happened to learn of the patent in connection with a lawsuit.").

23. Despite having such knowledge of the '141 patent, Defendants have specifically intended for their subscribers/customers to use the "Juno Message Center," "NetZero Message Center," and/or "Classmate.com Inbox" features in a manner that infringes at least claims 21, 24, and 29. This is evident when Defendants encourage and instruct their subscribers/customers in the use and operation of these features.

24. In particular, despite having knowledge of the '141 patent, Defendants have provided, and continue to provide, instructional materials (e.g., Juno Email Help on the Web,¹ Net Zero Message Center Help,² and the Classmates Help Center³) that specifically teach their subscribers/customers to use the "Juno Message Center," "NetZero Message Center," and/or

¹ Juno "Email Help on the Web" is available at <http://help.juno.com/support/webmail/help-frame.html?index=1&cf=eow>.

² NetZero "Message Center Help" is available a <http://help.netzero.net/support/webmail/help-frame.html?index=1&cf=eow>.

³ Classmates Help Center (Receiving Classmates Email) is available at <http://www.classmates.com/sitesearch/help/article?articleId=1541>.

“Classmate.com Inbox” features in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions are inducing their subscribers’/customers’ infringements.

25. Plaintiffs have been damaged as a result of Defendants’ infringing conduct described in this Count II. Defendants are, thus, liable to Plaintiffs in an amount that adequately compensates them for Defendants’ infringements, 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.

COUNT III

(INFRINGEMENT OF U.S. PATENT NO. 7,895,306)

26. Plaintiffs incorporate paragraphs 1 through 9 herein by reference.

27. Plaintiffs have all substantial rights in and to the ’306 patent, entitled “Systems and Methods for Storing, Delivering, and Managing Messages,” including the right exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the ’306 patent is attached as Exhibit C.

28. The ’306 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

29. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the ’306 patent in this judicial district and elsewhere in Illinois and the United States, including at least claims 5, 25, 37, and 40, without the consent or authorization of Plaintiffs, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages.

30. Defendants have committed direct infringements as alleged in Count II (including at least claims 5, 25, 37, and 40) through the operation of their various web-based messaging services/features offered and made available through their websites and/or attendant web servers. Such web-based messaging services/features include, at a minimum: (i) the “Juno Message Center” feature of Defendants’ webmail services accessible through their website, my.juno.com; (ii) the “NetZero Message Center” feature of Defendants’ webmail services accessible through their website, my.netzero.com; and (iii) the “Classmate.com Inbox” feature accessible through Defendants’ website, www.classmates.com.

31. In the alternative, Defendants have committed indirect infringements as alleged in Count II (including at least claims 5, 25, 37, and 40) through operation of the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features.

32. Indeed, Defendants and other persons who use these web-based messaging features/services, including Defendants’ subscribers/customers, directly infringe the ’306 patent, including at least claims 5, 25, 37, and 40, and Defendants have possessed the requisite knowledge of the ’306 patent since at least the time of service of the original Complaint in this action. *See, e.g., Radiation Stabilization Solutions LLC v. Accuray Inc.*, No. 11-CV-7700, 2012 U.S. Dist. LEXIS 117978, at *12 (N.D. Ill. Aug. 21, 2013) (“Courts in this district agree that a defendant’s knowledge of a patent through the filing of the complaint does not defeat a plaintiff’s inducement infringement claims”) (citations omitted); *Trading Tech. Int’l, Inc. v. BCG Partners, Inc.*, No. 10-CV-715, 2011 U.S. Dist. LEXIS 99415, **15-16 (N.D. Ill. Sept. 2, 2011) (“The Court sees no reason why a defendant who is directly infringing on a product should avoid liability for an indirect infringement claim when it continues to sell the allegedly infringing

product and encourages others to infringe, simply because it happened to learn of the patent in connection with a lawsuit.”).

33. Despite having such knowledge of the '306 patent, Defendants have specifically intended for their subscribers/customers to use the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features in a manner that infringes at least claims 5, 25, 37, and 40. This is evident when Defendants encourage and instruct their subscribers/customers in the use and operation of these features.

34. In particular, despite having knowledge of the '306 patent, Defendants have provided, and continue to provide, instructional materials (e.g., Juno Email Help on the Web,⁴ Net Zero Message Center Help,⁵ and the Classmates Help Center⁶) that specifically teach their subscribers/customers to use the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions are inducing their subscribers'/customers' infringements.

35. Plaintiffs have been damaged as a result of Defendants' infringing conduct described in this Count III. Defendants are, thus, liable to Plaintiffs in an amount that adequately

⁴ Juno “Email Help on the Web” is available at <http://help.juno.com/support/webmail/help-frame.html?index=1&cf=eow>.

⁵ NetZero “Message Center Help” is available a <http://help.netzero.net/support/webmail/help-frame.html?index=1&cf=eow>.

⁶ Classmates Help Center (Receiving Classmates Email) is available at <http://www.classmates.com/sitesearch/help/article?articleId=1541>.

compensates them for Defendants' infringements, 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.

COUNT IV

(INFRINGEMENT OF U.S. PATENT NO. 7,895,313)

36. Plaintiffs incorporate paragraphs 1 through 9 herein by reference.

37. Plaintiffs have all substantial rights in and to the '313 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," including the right exclude others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '313 patent is attached as Exhibit D.

38. The '313 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

39. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '313 patent in this judicial district and elsewhere in Illinois and the United States, including at least claims 10 and 11, without the consent or authorization of Plaintiffs, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages.

40. Defendants have committed direct infringements as alleged in Count II (including at least claims 10 and 11) through the operation of their various web-based messaging services/features offered and made available through their websites and/or attendant web servers. Such web-based messaging services/features include, at a minimum: (i) the "Juno Message Center" feature of Defendants' webmail services accessible through their website, my.juno.com; (ii) the "NetZero Message Center" feature of Defendants' webmail services accessible through

their website, my.netzero.com; and (iii) the “Classmate.com Inbox” feature accessible through Defendants’ website, www.classmates.com.

41. In the alternative, Defendants have committed indirect infringements as alleged in Count II (including at least claims 10 and 11) through operation of the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features.

42. Indeed, Defendants and other persons who use these web-based messaging features/services, including Defendants’ subscribers/customers, directly infringe the ’313 patent, including at least claims 10 and 11, and Defendants have possessed the requisite knowledge of the ’313 patent since at least the time of service of the original Complaint in this action. *See, e.g., Radiation Stabilization Solutions LLC v. Accuray Inc.*, No. 11-CV-7700, 2012 U.S. Dist. LEXIS 117978, at *12 (N.D. Ill. Aug. 21, 2013) (“Courts in this district agree that a defendant’s knowledge of a patent through the filing of the complaint does not defeat a plaintiff’s inducement infringement claims”) (citations omitted); *Trading Tech. Int’l, Inc. v. BCG Partners, Inc.*, No. 10-CV-715, 2011 U.S. Dist. LEXIS 99415, **15-16 (N.D. Ill. Sept. 2, 2011) (“The Court sees no reason why a defendant who is directly infringing on a product should avoid liability for an indirect infringement claim when it continues to sell the allegedly infringing product and encourages others to infringe, simply because it happened to learn of the patent in connection with a lawsuit.”).

43. Despite having such knowledge of the ’313 patent, Defendants have specifically intended for their subscribers/customers to use the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features in a manner that infringes at least claims 10 and 11. This is evident when Defendants encourage and instruct their subscribers/customers in the use and operation of these features.

44. In particular, despite having knowledge of the '313 patent, Defendants have provided, and continue to provide, instructional materials (e.g., Juno Email Help on the Web,⁷ Net Zero Message Center Help,⁸ and the Classmates Help Center⁹) that specifically teach their subscribers/customers to use the "Juno Message Center," "NetZero Message Center," and/or "Classmate.com Inbox" features in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions are inducing their subscribers'/customers' infringements.

45. Plaintiffs have been damaged as a result of Defendants' infringing conduct described in this Count IV. Defendants are, thus, liable to Plaintiffs in an amount that adequately compensates them for Defendants' infringements, 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.

COUNT V

(INFRINGEMENT OF U.S. PATENT NO. 7,934,148)

46. Plaintiffs incorporate paragraphs 1 through 9 herein by reference.

47. Plaintiffs have all substantial rights in and to the '148 patent, entitled "Systems and Methods for Storing, Delivering, and Managing Messages," including the right exclude

⁷ Juno "Email Help on the Web" is available at <http://help.juno.com/support/webmail/help-frame.html?index=1&cf=eow>.

⁸ NetZero "Message Center Help" is available a <http://help.netzero.net/support/webmail/help-frame.html?index=1&cf=eow>.

⁹ Classmates Help Center (Receiving Classmates Email) is available at <http://www.classmates.com/sitesearch/help/article?articleId=1541>.

others and to enforce, sue and recover damages for past and future infringements. A true and correct copy of the '148 patent is attached as Exhibit E.

48. The '148 patent is valid, enforceable and was duly issued in full compliance with Title 35 of the United States Code.

49. Defendants have directly and/or indirectly infringed and continue to directly and/or indirectly infringe one or more claims of the '148 patent in this judicial district and elsewhere in Illinois and the United States, including at least claims 1, 7, 39, 90-91, 140, and 147, without the consent or authorization of Plaintiffs, by or through their making, having made, offer for sale, sale, and/or use of the patented systems and methods for storing, delivering, and managing messages.

50. Defendants have committed direct infringements as alleged in Count II (including at least claims 1, 7, 39, 90-91, 140, and 147) through the operation of their various web-based messaging services/features offered and made available through their websites and/or attendant web servers. Such web-based messaging services/features include, at a minimum: (i) the "Juno Message Center" feature of Defendants' webmail services accessible through their website, my.juno.com; (ii) the "NetZero Message Center" feature of Defendants' webmail services accessible through their website, my.netzero.com; and (iii) the "Classmate.com Inbox" feature accessible through Defendants' website, www.classmates.com.

51. In the alternative, Defendants have committed indirect infringements as alleged in Count II (including at least claims 1, 7, 39, 90-91, 140, and 147) through operation of the "Juno Message Center," "NetZero Message Center," and/or "Classmate.com Inbox" features.

52. Indeed, Defendants and other persons who use these web-based messaging features/services, including Defendants' subscribers/customers, directly infringe the '148 patent,

including at least claims 1, 7, 39, 90-91, 140, and 147, and Defendants have possessed the requisite knowledge of the '148 patent since at least the time of service of the original Complaint in this action. *See, e.g., Radiation Stabilization Solutions LLC v. Accuray Inc.*, No. 11-CV-7700, 2012 U.S. Dist. LEXIS 117978, at *12 (N.D. Ill. Aug. 21, 2013) (“Courts in this district agree that a defendant’s knowledge of a patent through the filing of the complaint does not defeat a plaintiff’s inducement infringement claims”) (citations omitted); *Trading Tech. Int’l, Inc. v. BCG Partners, Inc.*, No. 10-CV-715, 2011 U.S. Dist. LEXIS 99415, **15-16 (N.D. Ill. Sept. 2, 2011) (“The Court sees no reason why a defendant who is directly infringing on a product should avoid liability for an indirect infringement claim when it continues to sell the allegedly infringing product and encourages others to infringe, simply because it happened to learn of the patent in connection with a lawsuit.”).

53. Despite having such knowledge of the '148 patent, Defendants have specifically intended for their subscribers/customers to use the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features in a manner that infringes at least claims 1, 7, 39, 90-91, 140, and 147. This is evident when Defendants encourage and instruct their subscribers/customers in the use and operation of these features.

54. In particular, despite having knowledge of the '148 patent, Defendants have provided, and continue to provide, instructional materials (e.g., Juno Email Help on the Web,¹⁰

¹⁰ Juno “Email Help on the Web” is available at <http://help.juno.com/support/webmail/help-frame.html?index=1&cf=eow>.

Net Zero Message Center Help,¹¹ and the Classmates Help Center¹²) that specifically teach their subscribers/customers to use the “Juno Message Center,” “NetZero Message Center,” and/or “Classmate.com Inbox” features in an infringing manner. By providing such instructions, Defendants know (and have known), or should know (and should have known), that their actions are inducing their subscribers’/customers’ infringements.

55. Plaintiffs have been damaged as a result of Defendants’ infringing conduct described in this Count V. Defendants are, thus, liable to Plaintiffs in an amount that adequately compensates them for Defendants’ infringements, 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.

JURY DEMAND

Plaintiffs hereby request a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

Plaintiffs request that the Court find in their favor and against Defendants, and that the Court grant Plaintiffs the following relief:

- a. Judgment that one or more claims of the ’074, ’141, ’306, ’313, and ’148 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendants;

¹¹ NetZero “Message Center Help” is available at <http://help.netzero.net/support/webmail/help-frame.html?index=1&cf=eow>.

¹² Classmates Help Center (Receiving Classmates Email) is available at <http://www.classmates.com/sitesearch/help/article?articleId=1541>.

- b. Judgment that Defendants account for and pay to Plaintiffs all damages to and costs incurred by Plaintiffs because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to Plaintiffs a reasonable, on-going, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That Plaintiffs be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and
- e. That Plaintiffs be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: October 16, 2013

Respectfully submitted,

/s/ Edward R. Nelson, III

Edward R. Nelson, III

Texas State Bar No. 00797142

Lead Counsel

Brent N. Bumgardner

Texas State Bar No. 00795272

Christie B. Lindsey

Texas State Bar No. 24041918

Thomas C. Cecil

Texas State Bar No. 24069489

Jonathan H. Rastegar

Texas State Bar No. 24064043

NELSON BUMGARDNER CASTO, P.C.

3131 West 7th Street, Suite 300

Fort Worth, Texas 76107

(817) 377-9111

enelson@nbclaw.net

bbumgarnder@nbclaw.net

clindsey@nbclaw.net

tcecil@nbclaw.net

jrastegar@nbclaw.net

Timothy E. Grochocinski

Illinois State Bar No. 6295055

INNOVALAW, P.C.

1900 Ravina Place

Orland Park, IL 60462
(708) 675-1974
teg@innovalaw.com

**Attorneys for Plaintiff
Unified Messaging Solutions LLC and
Advanced Messaging Technologies, Inc.**

CERTIFICATE OF SERVICE

I hereby certify that on October 16, 2013, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Edward R. Nelson, III
Edward R. Nelson, III