

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION

LONE STAR WIFI LLC,

Plaintiff,

v.

LEGACY STONEBRIAR HOTEL, LTD. D/B/A
WESTIN STONEBRIAR HOTEL, LEGACY
STONEBRIAR HOTEL II, LTD. D/B/A
SHERATON STONEBRIAR HOTEL, HAC
PLANO PARTNERS, L.P., HAC FRISCO
PARTNERS, L.P., AIMBRIDGE
HOSPITALITY, L.P., STARWOOD HOTELS
AND RESORTS WORLDWIDE, INC.,

Defendants.

Case No. 6:13-cv-530

JURY TRIAL DEMANDED

LONE STAR WIFI'S COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Lone Star WiFi LLC ("Plaintiff"), by counsel, alleges as follows:

THE PARTIES

1. Plaintiff Lone Star WiFi LLC ("Lone Star WiFi") is a Texas limited liability company with a principal place of business at 100 E. Ferguson, Suite 714, Tyler, TX 75702.
2. Defendant Legacy Stonebriar Hotel, Ltd. d/b/a Westin Stonebriar Hotel ("Legacy Stonebriar") is a Texas limited partnership authorized to, and actually conducting business in Texas. Legacy Stonebriar is located at the address of the Westin Stonebriar Hotel, 1549 Legacy Drive, Frisco, Texas, 75034, and may be served through Ray R. Fernandez, Jr., 2525 McKinnon Street, Suite 570, Dallas, Texas, 75201.
3. Defendant Legacy Stonebriar Hotel II, Ltd. d/b/a Sheraton Stonebriar Hotel ("Legacy Stonebriar II") is a Texas limited partnership authorized to, and actually conducting

business in Texas. Legacy Stonebriar II, Ltd. is located at the address of the Sheraton Stonebriar Hotel, 5444 State Highway 121, Frisco, Texas, 75034 and may be served through Ray R.

Fernandez, Jr., 2525 McKinnon Street, Suite 570, Dallas, Texas, 75201.

4. Defendant HAC Plano Partners L.P. is a Texas limited partnership authorized to, and actually conducting business in Texas. According to the records of the Texas Comptroller for Public Accounts, HAC Plano is located at 3090 Olive Street, Suite 200, Dallas, Texas, 75219, and may be served through Corporation Service Company d/b/a CSC Lawyers Inco, 211 E. 7th Street, Suite 620, Austin, Texas, 78701.

5. Defendant HAC Frisco Partners L.P. is a Texas limited partnership authorized to, and actually conducting business in Texas. According to the records of the Texas Comptroller for Public Accounts, HAC Frisco is located at 3090 Olive Street, Suite 200, Dallas, Texas, 75219, and may be served through Corporation Service Company d/b/a CSC Lawyers Inco, 211 E. 7th Street, Suite 620, Austin, Texas, 78701.

6. Defendant Aimbridge Hospitality L.P. (“Aimbridge”) is a Texas limited partnership authorized to, and actually conducting business in Texas. Aimbridge is located at 2500 North Dallas Parkway, Suite 600, Plano, Texas, 75093, and may be served through CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas, 75201.

7. Defendant Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”) is a corporation organized under the laws of the State of Maryland, and having its principal place of business at One Star Point, Stamford, Connecticut, 06902. Starwood is registered to do business in the State of Texas and has appointed CT Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201 as its agent for service of process.

JURISDICTION AND VENUE

8. This is a civil action for patent infringement arising under the United States patent statutes, 35 U.S.C. § 1 *et seq.*

9. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331 and 1338(a).

10. Defendant Legacy Stonebriar is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) owning and operating a resort property and lodging facility within the District; (b) soliciting potential guests from within the District to patronize that property and facility; and (c) together with at least Defendant Starwood, jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within that property and facility. Legacy Stonebriar has not challenged this Court's personal jurisdiction in previous cases. *See generally* Case 4:11-cv-00122-RC-ALM.

11. Defendant Legacy Stonebriar II is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) owning and operating a resort property and lodging facility within the District; (b) soliciting potential guests from within the District to patronize that property and facility; and (c) together with at least Defendant Starwood, jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within that property and facility.

12. Defendant HAC Plano is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) owning and operating a lodging facility within the District; (b) soliciting potential guests

from within the District to patronize that facility; and (c) together with at least Defendants Aimbridge and Starwood, jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within that facility.

13. Defendant HAC Frisco is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) owning and operating a lodging facility within the District; (b) soliciting potential guests from within the District to patronize that facility; and (c) together with at least Defendants Aimbridge and Starwood, jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within that facility.

14. Defendant Aimbridge is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) managing multiple lodging facilities within the District; and (b) together with at least Defendants HAC Plano, HAC Frisco, and Starwood, jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within those facilities.

15. Defendant Starwood is subject to this Court's general and specific personal jurisdiction because it does and has done substantial business in this judicial District, including: (a) partnering with the other named Defendants to provide resort properties and lodging facilities within the District; (b) soliciting potential guests within the District to patronize those properties and facilities; (c) together with the other named Defendants jointly infringing the asserted Patents-in-Suit by way of operating multiple, overlapping wireless streams with multiple levels of access within those properties and facilities; and (d) advertising and promoting the infringing wireless networks to potential guests as a reason to patronize those properties and facilities.

Starwood has, for limited purposes, conceded this Court has had personal jurisdiction over it in previous litigations. *See, .e.g.*, Answer to Pl.’s Original Compl., Case 2:10-cv-00151-DF-CE.

16. Venue is proper in this judicial District under 28 U.S.C. §§ 1391(b)-(c) and 1400(b). Legacy Stonebriar has agreed that it is amenable to venue in this judicial district. *See, .e.g.*, Answer to Pl.’s Original Compl., Case 4:11-cv-00122-RC-ALM.

BACKGROUND FACTS & PATENTS-IN-SUIT

Wireless Access and the Patents-in-Suit.

17. The Patents-in-Suit are generally directed to particular implementations of wireless networks in which multiple, overlapping wireless streams provide varying levels of access to content and resources.

18. On March 17, 2003, inventor Scott C. Harris filed Provisional Patent Application No. 60/454,694.

19. On the basis of that priority, Mr. Harris filed Patent Application No. 10/800,472 on March 15, 2004.

20. On February 10, 2009, the United States Patent and Trademark Office granted Mr. Harris’s application, duly and legally issuing United States Patent No. 7,490,348 (“the ’348 Patent”), entitled “Wireless Network Having Multiple Communication Allowances,” to Harris Technology LLC. A copy of the ’348 Patent is attached as Exhibit A.

21. On November 13, 2012, the United States Patent and Trademark Office duly and legally issued United States Patent No. 8,312,286 (“the ’286 Patent”), entitled “Wireless Network Having Multiple Communication Allowances,” to Harris Technology LLC. A copy of the ’286 Patent is attached as Exhibit B.

22. All rights, title and interest in and to the '348 and '286 Patents (collectively, the “Patents-in-Suit”), including the right to sue for past infringement, have been assigned to Plaintiff.

Hotels Need to Provide Multiple Wireless Networks to Satisfy Their Guests and Remain Competitive.

23. Wireless Internet access has become one of the most critical amenities—if not the most critical amenity—hotels offer to their guests.

24. Several national publications and news services run periodic surveys regarding the hospitality industry.

25. Hotel chains, hotel owners, and hotel management companies such as Defendants participate in and trust the results of such surveys to help inform their business decision-making.

26. Indeed, hotels often cite positive findings from such surveys in their own advertising and marketing materials as evidence to potential customers why their brands and/or properties are superior.

27. Such surveys have found overwhelming growth in the need for, and the provision of, wireless Internet access in hotel guest rooms.

28. For example, J.D. Power and Associates is a well-known, global marketing information services company that provides customer satisfaction research and market research regarding a number of industries.

29. Each year for the past sixteen years, J.D. Power and Associates has conducted and published a study of consumer satisfaction with various hotel chains.

30. Starwood has cited complementary results from the J.D. Power annual survey.

31. For each of the last five years, the J.D. Power survey has found the trend regarding wireless Internet access at hotels important enough to report on it as part of the primary press release regarding the survey.

32. In its 2010 annual survey, J.D. Power found that wireless Internet access led the “top five ‘must-have’ amenities for hotel guests.”

33. The 2010 survey reported that hotel properties had “increased offerings of wireless Internet access during the past several years, with 77 percent of guests in 2010 indicating they have used Wi-Fi rather than cable Internet connections in their guest room, compared with 55 percent in 2007.”

34. Mark Schwartz, director of the global hospitality and travel practice at J.D. Power, commented regarding the 2010 survey that, “guests are starting to expect wireless Internet access in their hotel rooms,” because “[i]n today’s digitally connected world, being able to use mobile devices or computers without interruption is considered a comfort of home that should extend to the hotel experience.”

35. In its 2011 annual survey, J.D. Power noted the disproportionately high report rate for problems with hotel Internet service: “[N]oise is the problem most commonly experienced by guests, with 16 percent indicating experiencing the issue. However, only 43 percent of these guests indicate they reported the noise to hotel staff. In contrast, just 13 percent of guests say they experienced a problem with the Internet connection or speed at their hotel, but 60 percent reported the problem.”

36. Indeed, guests cared so much about the wireless Internet access at hotels in 2012, J.D. Power found they “use[d] social media to complain about how slow Internet connections are at hotels,” and also “to praise hotel brands that are known for fast, reliable Internet service.”

37. Another example of a national service reporting data regarding the hotel industry is TripAdvisor. TripAdvisor claims to be the world's largest travel website, aggregating reviews and advice regarding airlines, hotels, restaurants, and other travel features worldwide.

38. Starwood has cited complementary results from TripAdvisor.

39. In a February 17, 2011 survey, TripAdvisor polled over 1,000 U.S. accommodation owners—hoteliers, B&B owners, and innkeepers—regarding their plans to attract travelers in 2011 and increase repeat customers.

40. In the February 2011 survey, only four percent of the owners indicated they had no plans to offer in-room Internet access, which TripAdvisor referred to as “a key consumer demand.”

41. In January 2012, TripAdvisor conducted a “360 degree survey,” which polled 1,248 U.S. travelers and 622 U.S. hotel managers and owners.

42. TripAdvisor's 360 degree survey found that wireless Internet access was the most important hotel amenity among eighty-five percent of travelers who most often booked hotels.

43. Moreover, in that same 360 degree survey, TripAdvisor found that ninety-nine percent of hotel owners and managers considered wireless Internet access the most important amenity.

44. Even more recently, in July 2012 TripAdvisor released the results of its biannual “Industry Index,” incorporating responses from 25,517 accommodation owners and managers worldwide.

45. Eighty-one percent of hoteliers in North America reported being profitable over the six month period prior to the Industry Index survey, conducted during June 2012, while thirty

percent of U.S. accommodation owners reported their businesses were “extremely profitable” or “very profitable” over that period.

46. Of the properties that did not currently offer in-room WiFi in June 2012, thirty-six percent indicated they planned to add that feature in the next six months.

47. Like TripAdvisor, Hotels.com is an Internet service that provides reservation services and information for travelers about prospective destinations. Hotels.com conducts periodic surveys on traveler satisfaction and opinions.

48. In January 2012, Hotels.com conducted a survey regarding travelers’ preferences in hotel amenities. In response to “[q]uestion after question, guests reported that free Wi-Fi [wa]s a must when choosing a hotel room and that this amenity overwhelmingly factored into the decision on which hotel to book.”

49. But it is not just third parties who have noticed the ever-increasing importance of providing wireless Internet access in hotel guest rooms. Hotel chains and their executives—including Starwood itself—have also noticed the trend themselves.

50. In its periodic governmental filings, such as its 10-K annual reports filed with the United States Securities and Exchange Commission, Starwood is obligated to indicate to its investors, *inter alia*, the risks related to hotel operations.

51. In each of its 10-K’s since 2009, Starwood has listed “the impact of internet intermediaries on pricing and our increasing reliance on technology” among the risks “common to the hotel and vacation ownership and residential industries.”

52. On February 14, 2012, the Travel section of USA Today reported the results of a roundtable discussion between five hotel CEOs the newspaper had conducted when they were gathered together for the Americas Lodging Investment Summit in January. Each CEO was

asked what his hotel was doing in response to Internet access becoming a top amenity for travelers.

53. Marriott CEO J.W. “Bill” Marriott Jr. commented that, “It’s a huge problem. Everyone wants to talk in the room and they want to download everything they can. It’s getting to be quite a challenge.”

54. Richard Solomons, CEO of InterContinental Hotels Group, agreed that, “We all see it as an issue. It’s one of the big dissatisfiers that you see in a lot of hotels.”

55. Carlson CEO Hubert Joly responded that, “Free Internet is the greatest demand in terms of amenities of the travelers. It’s almost like having water or air conditioning in the room.”

56. Choice Hotels CEO Steve Joyce added that, “Whether you charge [for wireless Internet access] or whether it’s free, you’d better have some dependability and reliability because it will become the single source of complaints.”

57. When asked by the Wall Street Journal in a June 15, 2012 interview what amenities she saw spreading in the industry, Four Seasons Chief Executive Officer Kathleen Taylor responded that, “Technology is one of the leading edge issues for consumers in all segments. It’s less an amenity and more like hot water, in the sense that everyone is expected to have it.”

58. Consistent with its long-stated goal of being “the hospitality industry’s technology leader,” Starwood has been conducting its own research regarding wireless access trends.

59. On August 20, 2012, Starwood issued a press release entitled, “Four Points by Sheraton Survey Reveals Mobile Device Habits of Business Travelers Worldwide.” *See*,

<<http://www.businesswire.com/news/home/20120820005808/en/Points-Sheraton-Survey-Reveals-Mobile-Device-Habits>>.

60. In the August 2012 release, Starwood explained that its brand Four Points by Sheraton had commissioned a hotel business and technology study in which 6,000 business travelers, including 1,000 from the United States, were surveyed.

61. According to the August 2012 press release, the Four Points by Sheraton survey found that, irrespective of nationality, the majority of respondents brought three or four mobile, wireless-capable devices with them on the road.

62. Those devices most often included a smartphone, followed by tablet computers, music players, and laptops.

63. The Four Points by Sheraton survey found that checking their smartphone was the most common activity respondents undertook first upon waking up in their hotel. Checking Facebook and Twitter also ranked among the top five post-wake up activities.

64. Business traveler respondents to the Four Points by Sheraton survey explained their primary purposes for traveling with mobile devices were to keep up with e-mail, Internet browsing and social networking, and maintaining communications with their office.

65. Over sixty percent of the business traveler respondents to the Four Points by Sheraton survey said they believed traveling with technology makes their lives significantly easier and more convenient.

66. In the August 2012 press release about the Four Points by Sheraton survey, Starwood's senior vice president, specialty select brands, Brian McGuinness, called the results of the study "compelling."

67. Mr. McGuinness concluded the Four Points by Sheraton survey “affirms that the Four Points brand is meeting a continued need by offering complimentary WiFi or in-room Internet access, and by continuing to expand bandwidth throughout the portfolio.”

68. The availability and reliability of wireless Internet access is not only important with respect to the ability to fill guest rooms. It also impacts the ability to book meeting spaces as an additional source of revenue.

69. In 2010, the late Steve Jobs was famously forced to ask the audience at Apple’s developer conference to shut off their laptops and phones after his introduction of the iPhone 4 was derailed because of an overloaded Wi-Fi network. Since then, venues that hold meetings and trade shows have been increasingly cognizant of their wireless Internet capabilities.

70. Earlier this year, the New York Times published an article entitled, “The Trade Show, Updated,” which reported *inter alia* that, “[h]otels that do lucrative meetings and conference business are also increasingly seeing the need to improve their technology.”

71. In particular, Brad Weaber, the executive vice president for event services at SmithBucklin, a company that arranges conventions and meetings of all kinds, commented that “Today, you can’t not have full connectivity for your attendees or they won’t come.”

72. Moreover, in an effort to keep guests and meeting attendees—and their associated spending on drinks, food, and other incidentals—within the bounds of their properties, hotel chains have increasingly sought to make their lobbies and common spaces more desirable as places to work and socialize. Part of this effort has been ensuring the availability of wireless Internet access in such common areas.

73. For example, when asked by USA Today about the effort to “reinvent[] lobbies to make them inviting, social places,” Bill Marriott Jr. confirmed that, “The feedback is terrific,

because it's an opportunity to socialize, have something quick to eat, sit in the lobby and work on your computer. At this hotel here (LA Live), you look at the people in all their little pods and areas talking, meeting, visiting and eating. It's a socialization of the lobby, which has never happened before in our industry, because people used to go in the lobby, check in, check out and then leave. Today, they're all over the lobby, and they're coming back to the hotel and using the lobby for a drink afterward."

Defendants Cooperate in the Ownership, Operation, and Management of the Starwood Hotels within this Judicial District, and Elsewhere.

74. Starwood is one of the most visible, best known hotel chains in the world.

75. Starwood controls a series of hotel and resort brands, including: Sheraton, Four Points by Sheraton, W Hotels, Aloft hotels, The Luxury Collection, Le Méridien, element, Westin, and St. Regis.

76. But Starwood owns only a fraction of the hotels that bear its brand names. Of the 1,076 hotels and 315,300 rooms in its worldwide network as of December 31, 2011, Starwood itself only owned, leased, or had a majority equity interest in 59 properties, representing 19,400 rooms worldwide.

77. The remaining hotels in the Starwood network are owned by other entities, such as Legacy Stonebriar, Legacy Stonebriar II, HAC Plano, and HAC Frisco. In such instances, the individual hotel owners enter into either franchise contracts with Starwood or management contracts with Starwood and/or its affiliates.

78. Under its management contracts, the responsibilities of Starwood and/or its affiliates typically include hiring, training and supervising the managers and employees that

operate the facilities. This would include technical employees that would design, implement, and maintain the facilities' wireless networks and/or oversee vendors performing such services.

79. For managed hotels, Starwood and/or its affiliates also provide centralized reservation services and coordinated national and international advertising and certain marketing and promotional services.

80. Starwood and/or its affiliates also prepare and implement annual budgets for the hotels it manages and is responsible for allocating property-owner funds for periodic maintenance and repair of buildings and furnishings.

81. In return for its efforts with respect to managed hotels, Starwood and/or its affiliates are paid fees by the hotel owners. Typically such fees include base amounts tied to gross revenue and incentive fees tied to profits, as well as fees for services, including centralized reservations, national and international advertising, and sales and marketing.

82. In its franchise arrangements, Starwood and/or its affiliates license the Starwood brand names to the hotel owner in exchange for fees based on a fixed percentage of the franchised hotel's room revenue.

83. Starwood and/or its affiliates also receive fees from other services it provides to franchised hotels, including centralized reservations, national and international advertising and sales and marketing.

84. Starwood and/or its affiliates review plans and designs of its franchised hotels.

85. For such Starwood-franchised hotels, hotel owners typically retain the services of a third party management company, such as Aimbridge, to perform day-to-day operations akin to those handled by Starwood and/or its affiliates in its managed scenarios.

86. This would include technical employees that would design, implement, and maintain the facilities' wireless networks and/or oversee vendors performing such services.

87. Pursuant to management contracts like those described above, Starwood manages the Westin Stonebriar and Sheraton Stonebriar hotels itself through two affiliates for the hotels' respective owners, Legacy Stonebriar and Legacy Stonebriar II.

88. On information and belief, Starwood manages the Starwood-branded hotels it owns outside the district using these same two affiliates, as well as other, additional affiliates.

89. On information and belief, Starwood manages other Starwood-branded hotels outside the district that it does not own using these same two affiliates, as well as other, additional affiliates.

90. The Aloft Plano and Aloft Frisco hotels are Starwood franchises that their respective owners, HAC Plano and HAC Frisco, have hired Aimbridge to manage.

91. On information and belief, additional Starwood-branded hotels outside the district are managed by Aimbridge and other management companies like Aimbridge.

92. On information and belief, Starwood maintains standards and profiles regarding the technology offerings within the hotels bearing its brands. Such technology offerings include, *inter alia*, the wired and wireless networks within the hotels.

93. On information and belief, Starwood and Starwood's affiliates are required to comply with these standards and profiles.

94. On information and belief, the owners of Starwood-branded hotels, such as the HAC entities named herein, and the companies retained by those owners to manage Starwood-branded hotels, such as Aimbridge, also comply with Starwood's standards and profiles.

The Multiple, Overlapping Wireless Networks Maintained at the Starwood Hotels within this Judicial District Infringe the Patents-in-Suit.

95. The Westin Stonebriar is a hotel and resort facility located at 1549 Legacy Drive in Frisco, Texas, within the boundaries of this judicial District.

96. The Westin Stonebriar has 301 guest rooms, including thirteen suites.

97. Room rates at the Westin Stonebriar vary from \$309.00 per night for a traditional room with a single bed, to several thousand dollars per night for the Chairman's suite.

98. The Westin Stonebriar also includes twelve conference rooms and three ballrooms, a collective 24,000 square feet of meeting space used to host events ranging from small board meetings to wedding receptions to major sales functions.

99. Starwood and Legacy Stonebriar maintain wireless networks at the Westin Stonebriar using at least three names: "WESTIN-GUEST," "WESTIN-LOBBY," and "WESTIN-MEETING."

100. At various locations within the Westin Stonebriar property, two or more networks overlap.

101. A network named "WESTIN-GUEST" is broadcasted from a device with a MAC address of 00:3A:99:02:1F:80. At least eight other devices with different MAC addresses also transmit a network named WESTIN-GUEST within the Westin Stonebriar property.

102. A network named "WESTIN-LOBBY" is broadcasted from a device with a MAC address of 00:3A:99:05:90:50. At least two other devices with different MAC addresses also transmit a network named WESTIN-LOBBY within the Westin Stonebriar property.

103. A network named “WESTIN-MEETING” is broadcasted from a device with a MAC address of 00:3A:98:E6:07:08. At least ten other devices with different MAC addresses also transmit a network named WESTIN-MEETING within the Westin Stonebriar property.

104. A network named “WESTIN-GUEST” broadcasted from a device with a MAC address of 00:3A:99:02:1F:80 is not encrypted and provides access to one or more webpages without an access code, or a last name and room number.

105. The network named “WESTIN-GUEST” broadcasted from a device with a MAC address of 00:3A:99:02:1F:80 provides access to additional webpages with an access code or a last name and room number.

106. A network named “WESTIN-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:90:50 is not encrypted and provides access to one or more webpages without an access code.

107. A network named “WESTIN-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:90:50 provides access to additional webpages with an access code.

108. A network named “WESTIN-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:90:50 also provides complimentary Internet access.

109. A network named “WESTIN-MEETING” broadcasted from a device with a MAC address of 00:3A:98:E6:07:08 is not encrypted and provides access to one or more webpages with an access code.

110. A network named “WESTIN-MEETING” broadcasted from a device with a MAC address of 00:3A:98:E6:07:08 provides access to additional webpages with an access code.

111. Additional unencrypted and encrypted wireless networks with varying network names are transmitted within the Westin Stonebriar property from multiple devices with varying MAC addresses and providing different levels of access.

112. As Starwood displays on its website, for access to the wireless network in and around the Westin Stonebriar's public areas, Starwood and Legacy Stonebriar charge \$9.95 per day. *See*, <<http://www.starwoodhotels.com/westin/property/features/internet.html?propertyID=1193>>.

113. As Starwood displays on its website, for access to the wireless network in and around its meeting rooms, Starwood and Legacy Stonebriar charge \$9.95 per day. *See*, <<http://www.starwoodhotels.com/westin/property/features/internet.html?propertyID=1193>>.

114. As Starwood displays on its website, for access to the wireless network in and around its guest rooms, Starwood and Legacy Stonebriar charge rates ranging from \$9.95 to \$14.95 per day. *See*, <<http://www.starwoodhotels.com/westin/property/features/internet.html?propertyID=1193>>.

115. Often, these wireless access fees are imposed per device, *e.g.*, a hotel guest wishing to use their laptop computer, cellular smartphone, and tablet on the Westin Stonebriar's network might be assessed a fee of as much as \$44.85 per day in addition to the cost of their room.

116. The Westin Stonebriar's wireless infrastructure was the subject of an August 10, 2011 article by the online hospitality industry news service Hospitality Net. *See*, <<http://www.hospitalitynet.org/news/4052506.html>>.

117. In the August 2011 article, Westin Stonebriar's General Manager, Craig Sundell, described the hotel's prior system as "old and tired....[i]t simply couldn't keep up with the demand from guests and meeting goers."

118. Westin Stonebriar retained PSAV Presentation Services, a meeting and event technology firm, to assist in re-architecting its network infrastructure as well as the audio/visual capabilities of its meeting facilities.

119. Sundell has been pleased with the results of the overhaul, telling Hospitality Net that, "[t]oday...we continue to exceed guests' expectations by providing a robust solution that keeps everyone online, and without frustration."

120. Westin Stonebriar's Director of IT, Roger To, agreed, describing Westin Stonebriar's new wireless networking arrangements as "terrific."

121. The Sheraton Stonebriar is a hotel and resort facility located at 5444 State Highway 121, in Frisco, Texas, within the boundaries of this judicial District.

122. The Sheraton Stonebriar has 119 guest rooms.

123. Room rates at the Sheraton Stonebriar range from \$99.00 to several hundred dollars per night.

124. The Sheraton Stonebriar also contains two meeting spaces, a collective 480 square feet for corporate meetings and events.

125. Starwood and Legacy Stonebriar II maintain wireless networks at the Sheraton Stonebriar using at least three names: "SHERATON-GUEST," "SHERATON-LOBBY," and "SHERATON-MEETING."

126. At various locations within the Sheraton Stonebriar property, two or more networks overlap.

127. A network named “SHERATON-GUEST” is broadcasted from a device with a MAC address of 00:3A:99:05:91:00. At least three other devices with different MAC addresses also transmit a network named “SHERATON-GUEST” within the Sheraton Stonebriar property.

128. A network named “SHERATON-LOBBY” is broadcasted from a device with a MAC address of 00:3A:99:05:A7:D0. At least one other device with a different MAC address also transmits a network named “SHERATON-LOBBY” within the Sheraton Stonebriar property.

129. A network named “SHERATON-MEETING” is broadcasted from a device with a MAC address of 00:3A:98:EA:BB:70. At least one other device with a different MAC address also transmits a network named “SHERATON-MEETING” within the Sheraton Stonebriar property.

130. A network named “SHERATON-GUEST” broadcasted from a device with a MAC address of 00:3A:99:05:91:00 is not encrypted and provides access to one or more webpages without an access code, or a last name and room number.

131. A network named “SHERATON-GUEST” broadcasted from a device with a MAC address of 00:3A:99:05:91:00 provides access to additional webpages with an access code, or a last name and room number.

132. A network named “SHERATON-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:A7:D0 is not encrypted and provides access to one or more webpages without an access code.

133. A network named “SHERATON-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:A7:D0 provides access to additional webpages with an access code.

134. A network named “SHERATON-LOBBY” broadcasted from a device with a MAC address of 00:3A:99:05:A7:D0 also provides complimentary Internet access.

135. A network named “SHERATON-MEETING” broadcasted from a device with a MAC address of 00:3A:98:EA:BB:70 is not encrypted and provides access to one or more webpages without an access code.

136. A network named “SHERATON-MEETING” broadcasted from a device with a MAC address of 00:3A:98:EA:BB:70 provides access to additional webpages with an access code.

137. Additional unencrypted and encrypted wireless networks with varying network names are transmitted within the Sheraton Stonebriar property from multiple devices with varying MAC addresses and providing different levels of access.

138. As Starwood displays on its website, Starwood and Legacy Stonebriar II provide complimentary access to “SHERATON-GUEST,” “SHERATON-LOBBY,” and “SHERATON-MEETING,” *i.e.*, there is no charge for access to these networks separate from the guest room rate. *See*, <<http://www.starwoodhotels.com/sheraton/property/features/internet.html?propertyID=3023>>.

139. The Aloft Plano is a hotel located at 6853 North Dallas Parkway in Plano, Texas, within the boundaries of this judicial District.

140. The Aloft Plano has 136 guest rooms.

141. Room rates at the Aloft Plano range from \$84.00 to several hundred dollars per night.

142. The Aloft Plano also contains a 518 square foot space for corporate meetings and events.

143. HAC Plano, Aimbridge, and Starwood maintain wireless networks at the Aloft Plano using at least the “aloft_Plano” name.

144. At various locations within the Aloft Plano property, two or more networks overlap.

145. A network named “aloft_Plano” is broadcasted from a device with a MAC Address of 00:22:55:F1:9C:00.

146. A network named “aloft_Plano” is broadcasted from a device with a MAC Address of 00:22:55:A5:B8:30.

147. At least twenty other devices with different MAC Addresses also transmit a network named “aloft_Plano” within the Aloft Plano property.

148. A network named “aloft_Plano” broadcasted from a device with a MAC Address of 00:22:55:F1:9C:00 is not encrypted and provides access to one or more webpages without a username and password, or a last name and room number.

149. A network named “aloft_Plano” broadcasted from a device with a MAC Address of 00:22:55:F1:9C:00 provides access to additional webpages with a username and password, or a last name and room number.

150. A network named “aloft_Plano” broadcasted from a device with a MAC Address of 00:22:55:A5:B8:30 is not encrypted and provides access to one or more webpages without a username and password, or a last name and room number.

151. A network named “aloft_Plano” broadcasted from a device with a MAC Address of 00:22:55:A5:B8:30 provides access to additional webpages with a username and password or a last name and room number.

152. Additional unencrypted and encrypted wireless networks with varying network names are transmitted within the Aloft Plano property from multiple devices with varying MAC addresses and providing different levels of access.

153. As Starwood displays on its website, HAC Plano, Aimbridge, and Starwood provide complimentary access,” *i.e.*, there is no charge for access to these networks separate from the guest room rate. *See*, <<http://www.starwoodhotels.com/alofthotels/property/overview/index.html?propertyID=3155>>.

154. The Aloft Frisco is a hotel located at 3202 Parkwood Boulevard in Frisco, Texas, within the boundaries of this judicial District.

155. The Aloft Frisco has 136 guest rooms.

156. Room rates at the Aloft Frisco range from \$84.00 to several hundred dollars per night.

157. The Aloft Frisco also contains a 518 square foot space for corporate meetings and events.

158. HAC Frisco, Aimbridge, and Starwood maintain wireless networks at the Aloft Frisco using at least the “aloft_Frisco” name.

159. At various locations within the Aloft Frisco property, two or more networks overlap.

160. A network named “aloft_Frisco” is broadcasted from a device with a MAC Address of 00:22:55:43:BB:B0.

161. A network named “aloft_Frisco” is broadcasted from a device with a MAC Address of 00:23:04:6F:E9:60.

162. At least twenty other devices with different MAC Addresses also transmit a network named “aloft_Frisco” within the Aloft Frisco property.

163. A network named “aloft_Frisco” broadcasted from a device with a MAC Address of 00:22:55:43:BB:B0 is not encrypted and provides access to one or more webpages without a username and password, or a last name and room number.

164. A network named “aloft_Frisco” broadcasted from a device with a MAC Address of 00:22:55:43:BB:B0 provides access to additional webpages with a username and password, or a last name and room number.

165. A network named “aloft_Frisco” broadcasted from a device with a MAC Address of 00:23:04:6F:E9:60 is not encrypted and provides access to one or more webpages without a username and password, or a last name and room number.

166. A network named “aloft_Frisco” broadcasted from a device with a MAC Address of 00:23:04:6F:E9:60 provides access to additional webpages with a username and password or a last name and room number.

167. Additional unencrypted and encrypted wireless networks with varying network names are transmitted within the Aloft Frisco property from multiple devices with varying MAC addresses and providing different levels of access.

168. As Starwood displays on its website, HAC Frisco, Aimbridge, and Starwood provide complimentary access, *i.e.*, there is no charge for access to these networks separate from the guest room rate. *See*, <<http://www.starwoodhotels.com/aloft-hotels/property/overview/index.html?propertyID=3130>>.

Defendants' Ongoing Infringement Is Knowing and Willful.

169. Each of the Defendants has been aware of the Patents-in-Suit since at least December 20, 2012.

170. Starwood has not sought or obtained a license to any of the Patents-in-Suit.

171. Legacy Stonebriar has not sought or obtained a license to any of the Patents-in-Suit.

172. Legacy Stonebriar II has not sought or obtained a license to any of the Patents-in-Suit.

173. HAC Plano has not sought or obtained a license to any of the Patents-in-Suit.

174. HAC Frisco has not sought or obtained a license to any of the Patents-in-Suit.

175. Aimbridge has not sought or obtained a license to any of the Patents-in-Suit.

176. An examination of the publicly-facing Starwood websites regarding the Westin Stonebriar, Sheraton Stonebriar, Aloft Plano, and Aloft Frisco indicate the network offerings at those hotels have not changed since December 2012.

177. On information and belief, Defendants continue to offer and maintain the same infringing network configurations today as when they were notified of the Patents-in-Suit in December 2012.

178. On information and belief, Starwood and its affiliates have not altered or amended their standards and profiles regarding technology in Starwood-branded hotels to eliminate infringement of the Patents-in-Suit by their networks.

CLAIM I: DIRECT INFRINGEMENT OF THE '348 PATENT

179. Plaintiff realleges and incorporates by reference paragraphs 1-178 of this Complaint as if fully set forth herein.

180. Plaintiff is the sole holder of all substantial rights to the '348 Patent.

181. By owning, operating, managing, and franchising hotels in a way that includes maintaining multiple, overlapping wireless networks with differing levels of access as detailed above, Defendants have acted jointly and severally to directly infringe one or more claims of the '348 Patent.

182. Defendants' infringement is ongoing, despite their knowledge of the '348 Patent since December 20, 2012.

183. By continuing to offer and maintain such infringing networks even after being informed of the '348 Patent, Defendants' actions demonstrate objective recklessness with respect to the '348 Patent.

184. Accordingly, Defendants' direct infringement of the '348 Patent is willful.

185. Plaintiff Lone Star WiFi has been, and continues to be, damaged and irreparably harmed by the Defendants' infringement, which will continue unless Defendants are enjoined by this Court.

CLAIM II: DIRECT INFRINGEMENT OF THE '286 PATENT

186. Plaintiff realleges and incorporates by reference paragraphs 1-185 of this Complaint as if fully set forth herein.

187. Plaintiff is the sole holder of all substantial rights to the '286 Patent.

188. By owning, operating, managing, and franchising hotels in a way that includes maintaining multiple, overlapping wireless networks with differing levels of access as detailed above, Defendants have acted jointly and severally to directly infringe one or more claims of the '286 Patent.

189. Defendants' infringement is ongoing, despite their knowledge of the '286 Patent since December 20, 2012.

190. By continuing to offer and maintain infringing networks even after being informed of the '286 Patent, Defendants' actions demonstrate objective recklessness with respect to the '286 Patent.

191. Accordingly, Defendants' direct infringement of the '286 Patent is willful.

192. Plaintiff Lone Star WiFi has been, and continues to be, damaged and irreparably harmed by the Defendants' infringement, which will continue unless Defendants are enjoined by this Court.

CLAIM III: INDIRECT INFRINGEMENT OF THE '348 PATENT

193. Plaintiff realleges and incorporates by reference paragraphs 1-192 of this Complaint as if fully set forth herein.

194. On information and belief, by way of its standards and profiles regarding technology in the hotels bearing its brands, Starwood induces the owners and management companies of such hotels to infringe one or more claims of the '348 Patent.

195. By complying with the Starwood standards and profiles, hotel owners including HAC Plano, HAC Frisco, Legacy Stonebriar, and Legacy Stonebriar II and hotel management companies including Aimbridge directly infringe the '348 Patent at their Starwood-branded hotels.

196. By continuing to infringe and to induce others to infringe after being informed of the '348 Patent in December 2012, Starwood has demonstrated the knowing intent necessary to constitute inducement.

CLAIM IV: INDIRECT INFRINGEMENT OF THE '286 PATENT

197. Plaintiff realleges and incorporates by reference paragraphs 1-196 of this Complaint as if fully set forth herein.

198. On information and belief, by way of its standards and profiles regarding technology in the hotels bearing its brands, Starwood induces the owners and management companies of such hotels to infringe one or more claims of the '286 Patent.

199. By complying with the Starwood standards and profiles, hotel owners including HAC Plano, HAC Frisco, Legacy Stonebriar, and Legacy Stonebriar II and hotel management companies including Aimbridge directly infringe the '286 Patent at their Starwood-branded hotels.

200. By continuing to infringe and to induce others to infringe after being informed of the '286 Patent in December 2012, Starwood has demonstrated the knowing intent necessary to constitute inducement.

JURY DEMAND

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

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Lone Star WiFi respectfully requests the following relief:

A. A judgment holding the Defendants liable for infringement of the Patents-in-Suit asserted against them;

B. An accounting for damages resulting from the Defendants' infringement of the Patents-in-Suit asserted against them, together with pre-judgment and post-judgment interest;

C. A judgment holding this Action to be an exceptional case, and an award to Plaintiff for its attorneys' fees and costs pursuant to 35 U.S.C. § 285;

D. A judgment finding Defendants' infringement willful, and ordering a trebling of damages as a result;

E. A permanent injunction against the Defendants, their officers, agents, servants, employees, attorneys, parent and subsidiary corporations, assigns and successors in interest, and those persons in active concert or participation with them, enjoining them from continued acts of infringement of the Patents-in-Suit asserted against them;

F. Such other and further relief as this Court deems just and proper.

Dated: 07/09/2013

WARD & SMITH LAW FIRM.

By: /s/ T. John Ward, Jr. _____

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