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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

ORLANDO COMMUNICATIONS LLC,

Plaintiff,

vs.

CASE NO. 6:14-cv-1023-orl-22 GJK

HTC CORPORATION,
HTC AMERICA, INC., and
AT&T MOBILITY LLC,

Defendants.

**COMPLAINT OF PLAINTIFF ORLANDO
COMMUNICATIONS LLC FOR PATENT INFRINGEMENT
AND DEMAND FOR JURY TRIAL -- INJUNCTION SOUGHT**

Plaintiff, Orlando Communications LLC (“Orlando”), complains against Defendants, HTC Corporation, HTC America, Inc. (together “HTC”), and AT&T Mobility LLC (“the Carrier”) (collectively, “Defendants”), as follows:

PARTIES

1. Orlando is a Florida limited liability company with principal place of business at 2400 Dallas Parkway, Suite 200, Plano, TX 75093.
2. HTC Corporation is a Taiwanese corporation that has listed as its principal place of business 88 Section 3, Zhongxing Road, New Taipei City 231, Taiwan, R.O.C.
3. HTC America, Inc. is a Washington corporation with principal place of business at 13290 SE Eastgate Way, Suite 400, Bellevue, Washington 98005.
4. The Carrier is a Delaware corporation with its principal place of business at 1025 Lenox Park Blvd., Atlanta, Georgia 30319.

5. The Carrier offers and provides to subscribers, in return for payments by those subscribers, mobile voice and data services (“the Carrier Services”) over its 3G and 4G wireless network (“the Carrier Network”) and terms for purchasing and obtaining, from the Carrier, Carrier Handsets configured for use by the subscribers to enjoy the Carrier Services. Carrier Handsets include certain HTC provided, manufactured, or sold tablets, smartphones, and other 3G or 4G voice/data mobile units that comply with requirements of the Carrier and are configured to interoperate with the Carrier Network.

6. The Carrier Handsets include the HTC First, HTC One, HTC One (M8), HTC One mini, HTC One VX, HTC One X, HTC One X+ (HTC Era 42), HTC Titan II, HTC Vivid, HTC Windows Phone 8X, HTC Jetstream (Puccini), HTC 7 Surround, HTC Aria, HTC HD 7S (HTC HD3, HTC Gold, HTC Diamond3, HTC Mondrian), HTC Inspire, and HTC Status (American version of HTC ChaCha) devices, and possibly others.

7. HTC manufactures or sells the Carrier Handsets for subsequent sale by the Carrier to subscribers and for use by end users.

JURISDICTION

8. This action arises under the patent laws of the United States, Title 35 of the United States Code, 35 U.S.C. §§ 101, *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1332(a), and 1338(a).

9. Personal jurisdiction exists over Defendants because they have responsibility for making, using, offering for sale, selling, importing, making available,

and marketing products in this district the use of which in this district infringes each of Orlando's patents, as described below.

10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)-(c) and 1400(b).

COUNT I

Infringement of U.S. Patent No. 5,687,196

11. This Count incorporates by reference paragraphs 1 through 10, above.

12. Orlando owns United States patent number 5,687,196, entitled "Range and Bearing Tracking System with Multipath Rejection" ("the '196 patent"), which issued to inventors James Arthur Proctor, Jr. and James Carl Otto on November 11, 1997. (Exhibit A).

Direct Infringement

13. The Carrier has infringed and continues to infringe one or more claims of the '196 patent by making, using, offering for sale, selling, or importing into the United States the Carrier Services or the Carrier Handsets. Carrier thus has liability for infringement of the '196 patent under 35 U.S.C. § 271(a).

14. On information and belief, the Carrier infringes because the Carrier Network (of which the Carrier Handsets when used have become a part) performs each step of at least claim 12 of that patent, or the Carrier Network performs some of the steps of at least claim 12 while it directs and controls a Carrier Handset to perform the remaining (or all) steps of at least claim 12.

Indirect Infringement - Inducement

15. Based on the information presently available to Orlando, each end user who purchases the above listed Carrier Services or Carrier Handsets and who operates those Carrier Services or Carrier Handsets according to the Defendants' instructions necessarily causes the Carrier Handset or the Carrier Network to automatically run software Defendants have installed, which software infringes one or more claims of the '196 patent. Defendants thus have infringed, and continue to infringe, one or more claims of the '196 patent by actively inducing others to make, sell, use, or import into the United States the Carrier Services or the Carrier Handsets.

16. Based on the information presently available to Orlando, the Defendants have taken and take active steps to encourage Carrier Services customers to purchase the Carrier Handsets and use them in the Carrier Network, and have taken and take active steps to facilitate the customers' use of the Carrier Handsets in the Carrier Network.

17. Defendants' inducement creates liability under 35 U.S.C. § 271(b).

18. Defendants have been put on notice that their activities practice these patents. At a minimum, Defendants will have had notice of the '196 patent since at least service of the complaint in this action. By the time of trial, Defendants will thus have known and intended (since receiving such notice) that their continued actions would induce actual infringement of one or more claims of the '196 patent.

19. Defendants' infringement as set forth above has damaged Orlando.

20. Each Defendant's infringement and consequent damage will continue unless that Defendant is enjoined.

21. Defendants are liable in an amount that adequately compensates Orlando for the infringement, 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. 6,009,553

22. This Count incorporates by reference paragraphs 1 through 10, above.

23. Orlando owns United States patent number 6,009,553, entitled “Adaptive Error Correction for a Communication Link” (“the ’553 patent”), which issued to inventors Dennis Martinez, Thomas Hengeveld, and Michael Axford on December 28, 1999. (Exhibit B).

Direct Infringement

24. The Carrier has infringed and continues to infringe one or more claims of the ’553 patent by making, using, offering for sale, selling, or importing into the United States the Carrier Services or the Carrier Handsets. Carrier thus has liability for infringement of the ’553 patent under 35 U.S.C. § 271(a).

25. The Carrier infringes because the Carrier Network (of which the Carrier Handsets when used have become a part) performs each step of at least claims 1 and 5, or the Carrier Network performs some of the steps of claims 1 and 5 while it directs and controls a Carrier Handset to carry out the remaining (or all) steps of claims 1 and 5.

Indirect Infringement - Inducement

26. Based on the information presently available to Orlando, each end user who purchases the above listed Carrier Services and Carrier Handsets and who operates

those Carrier Services and Carrier Handsets according to the Defendants' instructions necessarily causes the Carrier Handset or the Carrier Network to automatically run software Defendants have installed, which software infringes one or more claims of the '553 patent. Defendants thus have infringed, and continue to infringe, one or more claims of the '553 patent by actively inducing others to make, sell, use, or import into the United States the Carrier Services and the Carrier Handsets.

27. Based on the information presently available to Orlando, the Defendants have taken and take active steps to encourage Carrier Services customers to purchase the Carrier Handsets and use them in the Carrier Network, and have taken and take active steps to facilitate the customers' use of the Carrier Handsets in the Carrier Network.

28. Defendants' inducement creates liability under 35 U.S.C. § 271(b).

29. Defendants have been put on notice that their activities practice these patents. At a minimum, Defendants will have had notice of the '553 patent since at least service of the complaint in this action. By the time of trial, Defendants will thus have known and intended (since receiving such notice) their continued actions would induce actual infringement of one or more claims of the '553 patent.

Indirect Infringement – Contributory

30. Based on the information presently available to Orlando, Defendants, by supplying Carrier Handsets that are used to infringe one or more claims of the '553 patent, have contributed to, and continue to contribute to, the infringement by others, including end users of the Carrier Services and the Carrier Handsets.

31. Defendants contribute by offering to sell, selling, or importing an apparatus or article of manufacture with distinct and separate portions of software (“the Components”) for use only in practicing the patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringement of the ’553 patent and not a staple article or commodity of commerce suitable for substantial non-infringing use. The Components are one or more portions of software on the Carrier Handsets, software updates for the Carrier Handsets, or software on individual chips or chipsets forming part of the Carrier Handsets or of a base station of the Carrier Network, or software to configure the Carrier Network.

32. Defendants’ conduct creates liability under 35 U.S.C. § 271(c).

33. Through service of the complaint in this action, Defendants will have been provided with written notice of Orlando’s allegations of infringement and written identification of the Carrier Network and the Carrier Handsets, which contain distinct and separate portions of software that infringe one or more claims of the ’553 patent and written notice of the Components especially made or especially adapted for use in infringing the ’553 patent and which are not staple articles or commodities of commerce suitable for substantial non-infringing use. By the time of trial, Defendants will thus have known and intended (since receiving such notice) that their continued actions would contribute to infringement of one or more claims of the ’553 patent.

34. Defendants' infringement as set forth above has damaged Orlando.

35. Each Defendant's infringement and consequent damage will continue unless that Defendant is enjoined.

36. Defendants are liable in an amount that adequately compensates Orlando for the infringement, 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.

DEMAND FOR JURY TRIAL

Orlando requests a trial by jury.

PRAYER FOR RELIEF

For the above reasons, Orlando respectfully requests that this Court enter judgment:

- A. That each Defendant has infringed the '196 and '553 patents;
- B. Enjoining each Defendant, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or privity with it from infringement of the '196 and '553 patents, under 35 U.S.C. § 283;
- C. That each Defendant pay Orlando damages with interest and costs, under 35 U.S.C. § 284;

D. Declaring this case exceptional under 35 U.S.C. § 285 and awarding attorneys fees; and

E. Granting any further relief that the Court may deem appropriate.

Date: June 26, 2014



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