

prevent Defendants from continuing infringement of Plaintiff's patent rights. Plaintiff CNS further seeks monetary damages and prejudgment interest for Defendants' past infringement of the '551 Patent.

4. This is an exceptional case, and CNS is entitled to damages, enhanced damages, attorneys' fees, costs, and expenses.

II. THE PARTIES

5. Plaintiff CNS is a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business located at 6136 Frisco Square Boulevard, Suite 385, Frisco, TX 75034.

6. Upon information and belief, Defendant AT&T Inc. is a Delaware corporation with its principal place of business located at 208 S. Akard Street, Dallas, Texas 75202. AT&T Inc. has appointed The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington Delaware 19801 as its agent for service of process. AT&T Inc. does business within the State of Texas and this District.

7. Upon information and belief, Defendant AT&T Mobility LLC is a Delaware corporation with its principal place of business located at Glenridge Highlands Two, 5565 Glenridge Connector, Atlanta, Georgia 30342. AT&T Mobility LLC has appointed C T Corporation System, 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201 as its agent for service of process. AT&T Mobility LLC does business within the State of Texas and this District. Together with AT&T Inc., AT&T Mobility LLC is referenced herein as "AT&T."

8. Upon information and belief, Defendant HTC Corporation is a Taiwanese corporation with its principal place of business located in Taoyuan City, Taiwan, R.O.C. HTC Corporation may be served with process at may be served with process at 23 Xinghau Road,

Taoyuan City, Taoyuan 330, Taiwan, R.O.C. HTC Corporation does business within the State of Texas and this District.

9. Upon information and belief, Defendant HTC America, Inc. is a Washington corporation with its principal place of business located in Bellevue, Washington. HTC America, Inc. has appointed National Registered Agents, Inc., 16055 Space Center Boulevard, Suite 235, Houston, Texas 77062 as its agent for service of process. HTC America, Inc. does business within the State of Texas and this District. Together with HTC Corporation, HTC America, Inc. is referenced herein as "HTC."

III. JURISDICTION AND VENUE

10. This is an action for patent infringement which arises under the Patent Laws of the United States, in particular, 35 U.S.C. §§271, 281, 283, 284, and 285. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

11. This Court has personal jurisdiction over each of the Defendants, and venue is proper in this Court pursuant to 28 U.S.C. §§1391(b), (c), and 1400.

IV. PLAINTIFF'S '551 PATENT

12. The '551 Patent relates to automated cellular communication systems. In accordance with the '551 Patent, a system is provided in which efficient handoff occurs between multiple base stations with respect to which a portable device such as a cellular handset is in communication range. If the mobile device detects a pilot channel signal from another base station that is sufficiently stronger than that of the current base station and other circumstances indicate a handoff is advantageous, the mobile device determines that an idle handoff should occur and effects such a handoff.

13. CNS holds all substantial rights in and to the '551 Patent, including all rights to

recover for all past and future infringements thereof.

VI. DEFENDANTS' ACTS

AT&T

14. AT&T provides, makes, uses, sells, offers for sale, and/or distributes infringing systems. The infringing systems include, for example, LTE (4G) phones and other devices as deployed with HTC. AT&T launched LTE service in at least Atlanta, Chicago, Dallas, Houston and San Antonio. With knowledge of the '551 Patent, AT&T provides related services and instructions for the infringing operation of such systems to its customers.

15. Through its actions, AT&T has directly infringed the '551 Patent and actively induced others including its customers to infringe and contributed to the infringement by others of the '551 Patent throughout the United States.

16. CNS has been and will continue to suffer damages as a result of Defendant AT&T's infringing acts unless and until enjoined.

HTC

17. HTC provides, makes, uses, sells, offers for sale, and/or distributes infringing systems. The infringing systems include, for example, LTE (4G) phones and other devices deployed with AT&T. With knowledge of the '551 Patent, HTC provides related services and instructions for the infringing operation of such systems to its customers.

18. Through its actions, HTC has directly infringed the '551 Patent and actively induced others including its customers to infringe and contributed to the infringement by others of the '551 Patent throughout the United States.

19. CNS has been and will continue to suffer damages as a result of Defendant HTC's

infringing acts unless and until enjoined.

COUNT ONE

PATENT INFRINGEMENT—U.S. PATENT NO. 6,195,551

20. Plaintiff CNS realleges and incorporates herein paragraphs 1–19.
21. Defendants have directly infringed the '551 Patent in violation of 35 U.S.C. §271(a).
22. Defendants have indirectly infringed the '551 Patent by inducing the infringement of the '551 Patent and contributing to the infringement of the '551 Patent in violation of 35 U.S.C. §§271(b) and (c), including by their respective customers.
23. Upon information and belief, Defendants have jointly infringed the '551 Patent, including by controlling, instructing and/or directing others to perform one or more of the claimed method steps.
24. Defendants' aforementioned acts have caused damage to CNS and will continue to do so unless and until enjoined.

VII. JURY DEMAND

25. Plaintiff CNS hereby demands a jury on all issues so triable.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff CNS respectfully requests that the Court:

- A. Enter judgment that each Defendant infringes one or more claims of the '551 Patent literally and/or under the doctrine of equivalents;
- B. Permanently enjoin each Defendant, its agents, servants, and employees, and all those in privity with each Defendant or in active concert and participation with any of the Defendants, from engaging in acts of infringement of the '551 Patent;

- C. Award Plaintiff CNS past and future damages together with prejudgment and post-judgment interest to compensate for the infringement by Defendants of the '551 Patent in accordance with 35 U.S.C. §284, and increase such award by up to three times the amount found or assessed in accordance with 35 U.S.C. §284;
- D. Declare this case exceptional pursuant to 35 U.S.C. §285; and
- E. Award Plaintiff CNS its costs, disbursements, attorneys' fees, and such further and additional relief as is deemed appropriate by this Court.

Dated: December 29, 2011

Respectfully submitted,

By: 

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