

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

**MOBILE ENHANCEMENT SOLUTIONS
LLC,**

Plaintiff,

v.

**APPLE, INC.; AT&T INC.; AT&T
MOBILITY LLC; VERIZON
COMMUNICATIONS INC.; CELLCO
PARTNERSHIP INC. D/B/A VERIZON
WIRELESS; SPRINT NEXTEL
CORPORATION; AND SPRINT
SPECTRUM L.P.**

Defendants.

Civil Action No. ____

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Mobile Enhancement Solutions LLC files this Complaint against Apple, Inc., AT&T Inc., AT&T Mobility LLC; Verizon Communications Inc., CellCo Partnership Inc. d/b/a Verizon Wireless, Sprint Nextel Corporation, and Sprint Spectrum L.P. (collectively, “Defendants”) for infringement of U.S. Patent No. 7,096,033 (“the ’033 patent”), U.S. Patent No. 6,879,838 (“the ’838 patent”), U.S. Patent No. 7,317,687 (“the ’687 patent”), U.S. Patent No. 6,415,325 (“the ’325 patent”), U.S. Patent No. 6,148,080 (“the ’080 patent”), and/or U.S. Patent No. 6,094,648 (“the ’648 patent”).

THE PARTIES

1. Mobile Enhancement Solutions LLC (“MES”) 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. Apple Inc. (“Apple”) is a California corporation with a principal place of business in Cupertino, California. This Defendant may be served with process through its registered agent, CT Corporation System, 350 N. St. Paul St., Dallas, Texas 75201. This Defendant does business in the State of Texas and in the Northern District of Texas.

3. AT&T Inc. is a Delaware corporation with its principal place of business in Dallas, Texas. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Northern District of Texas.

4. AT&T Mobility LLC (with AT&T Inc., “AT&T”) is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Northern District of Texas.

5. Verizon Communications Inc. is a Delaware corporation with its principal place of business in New York, New York. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. This Defendant does business in the State of Texas and in the Northern District of Texas.

6. Cellco Partnership Inc. d/b/a Verizon Wireless (with Verizon Communications Inc., “Verizon”) is a Delaware general partnership with its principal place of business in Basking Ridge, New Jersey. This Defendant may be served with process through its registered agent, The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington,

Delaware 19801. This Defendant does business in the State of Texas and in the Northern District of Texas.

7. Sprint Nextel Corporation is a Kansas corporation with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its registered agent, Corporation Service Company, 200 S.W. 30th Street, Topeka, Kansas 66611. This Defendant does business in the State of Texas and in the Northern District of Texas.

8. Sprint Spectrum L.P. (with Sprint Nextel Corporation, “Sprint”) is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. This Defendant may be served with process through its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. This Defendant does business in the State of Texas and in the Northern District of Texas.

JURISDICTION AND VENUE

9. MES brings 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.

10. This Court has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business in this judicial district, and/or has regular and established places of business in this judicial district.

12. Each Defendant is subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas 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 Texas residents.

COUNT I

(INFRINGEMENT OF U.S. PATENT NO. 7,096,033)

13. MES incorporates paragraphs 1 through 12 herein by reference.

14. MES is the assignee of the '033 patent, entitled "Mobile Apparatus Enabling Inter-Network Communication," with ownership of all substantial rights in the '033 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '033 patent is attached as Exhibit A.

15. The '033 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

16. Defendants have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, one or more claims of the '033 patent in this judicial district and elsewhere in Texas and the United States by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices. Defendants have been, and now are, directly infringing claims of the '033 patent, including (for example) at least claims 1 and 3 through 8 of the '033 patent, by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices (*e.g.*, the iPhone 3GS, iPhone 4, iPhone 4S, and the new iPad (a/k/a iPad HD)) that are configurable to communicate data received from a first communication network (*e.g.*, cellular network, WiFi network) to a second communication network (*e.g.*, WiFi network, cellular network). Additionally, Defendants have been and now are inducing and/or contributing to direct infringement of claims of the '033 patent, including (for example) at least claim 9 of the '033 patent, by end users of Apple devices (*e.g.*, the iPhone 3GS, iPhone 4, iPhone

4S, and the new iPad (a/k/a iPad HD)) that are configurable to communicate data received from a first communication network (*e.g.*, cellular network, WiFi network) to a second communication network (*e.g.*, WiFi network, cellular network) in accordance with Defendants' instructions.

17. Upon information and belief, Apple and AT&T test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 16, including the iPhone 3GS, iPhone 4, iPhone 4S, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

18. Upon information and belief, Apple and Sprint test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 16, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

19. Upon information and belief, Apple and Verizon test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 16, including the iPhone 4, iPhone 4S, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

20. MES has been damaged as a result of Defendants' infringing conduct described in this Count I. Defendants are, thus, liable to MES in an amount that adequately compensates it 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. 6,879,838)

21. MES incorporates paragraphs 1 through 20 herein by reference.

22. MES is the assignee of the '838 patent, entitled "Distributed Location Based Service System," with ownership of all substantial rights in the '838 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '838 patent is attached as Exhibit B.

23. The '838 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

24. Defendants have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, one or more claims of the '838 patent in this judicial district and elsewhere in Texas and the United States by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices. Defendants have been, and now are, directly infringing claims of the '838 patent, including (for example) at least claims 1, 3, and 9 of the '838 patent, by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices (*e.g.*, the iPhone, iPhone 3G, iPhone 3GS, iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD)) that provide location services and store location information. Additionally, Defendants have been and now are inducing and/or contributing to direct infringement of claims of the '838 patent, including (for example) at least claim 1 of the '838 patent, by end users of Apple devices (*e.g.*, the iPhone, iPhone 3G, iPhone 3GS, iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD)) that are configured to provide location services and store location information in accordance with Defendants' instructions.

25. Upon information and belief, Apple and AT&T test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 24, including the iPhone, iPhone 3G, iPhone 3GS, iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

26. Upon information and belief, Apple and Sprint test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 24, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

27. Upon information and belief, Apple and Verizon test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 24, including the iPhone 4, iPhone 4S, iPad 2, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

28. MES has been damaged as a result of Defendants' infringing conduct described in this Count II. Defendants are, thus, liable to MES in an amount that adequately compensates it 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. 7,317,687)

29. MES incorporates paragraphs 1 through 28 herein by reference.

30. MES is the assignee of the '687 patent, entitled "Transmitting Data Frames with Less Interframe Space (IFS) Time," with ownership of all substantial rights in the '687 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '687 patent is attached as Exhibit C.

31. The '687 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

32. Defendants have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, one or more claims of the '687 patent in this judicial district and elsewhere in Texas and the United States by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices. Defendants have been, and now are, directly infringing claims of the '687 patent, including (for example) at least claims 1 and 5 of the '687 patent, by or through their testing and/or using of Apple devices that communicate information over a data network (*e.g.*, an 802.11 network) using reduced interframe spacing (RIFS) (*e.g.*, the iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD)). Additionally, Defendants have been and now are inducing and/or contributing to direct infringement of at least claims 1 and 5 of the '687 patent by selling or otherwise providing to end users Apple devices that communicate information over a data network (*e.g.*, an 802.11 network) using reduced interframe spacing (RIFS) (*e.g.*, the iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD)).

33. Upon information and belief, Apple and AT&T test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 32, including the iPhone 4, iPhone 4S, iPad, iPad 2, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

34. Upon information and belief, Apple and Sprint test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 32, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

35. Upon information and belief, Apple and Verizon test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 32, including the iPhone 4, iPhone 4S, iPad 2, and the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

36. MES has been damaged as a result of Defendants' infringing conduct described in this Count III. Defendants are, thus, liable to MES in an amount that adequately compensates it 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. 6,415,325)

37. MES incorporates paragraphs 1 through 36 herein by reference.

38. MES is the assignee of the '325 patent, entitled "Transmission System with Improved Synchronization," with ownership of all substantial rights in the '325 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '325 patent is attached as Exhibit D.

39. The '325 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

40. Defendants Apple, AT&T, and Verizon have infringed and continue to infringe, directly, contributorily, and/or through the inducement of others, one or more claims of the '325 patent in this judicial district and elsewhere in Texas and the United States by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices. Defendants Apple, AT&T, and Verizon have been, and now are, directly infringing claims of the '325 patent, including (for example) at least claim 7 of the '325 patent, by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices (*e.g.*, the new iPad (a/k/a iPad HD)) configured to operate on a communication network (*e.g.*, an LTE network) and extract a timing signal from data communicated over the network. Additionally, Defendants Apple, AT&T, and Verizon have been and now are inducing and/or contributing to direct infringement of at least claim 1 of the '325 patent by selling or otherwise providing Apple devices (*e.g.*, the new iPad (a/k/a iPad HD)) configured to operate on a communication network (*e.g.*, an LTE network) and extract a timing signal from data communicated over the network.

41. Upon information and belief, Apple and AT&T test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 40, including the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the

distribution and sale of such devices. Accordingly, Apple and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

42. Upon information and belief, Apple and Verizon test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 40, including the new iPad (a/k/a iPad HD), pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

43. MES has been damaged as a result of Apple's, AT&T's, and Verizon's infringing conduct described in this Count IV. Defendants Apple, AT&T, and Verizon are, thus, liable to MES in an amount that adequately compensates it for their 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. 6,148,080)

44. MES incorporates paragraphs 1 through 43 herein by reference.

45. MES is the assignee of the '080 patent, entitled "Mobile Telephone with Amplified Listening," with ownership of all substantial rights in the '080 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '080 patent is attached as Exhibit E.

46. The '080 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

47. Defendants have infringed and continue to directly infringe one or more claims of the '080 patent in this judicial district and elsewhere in Texas and the United States by or

through their testing, making, using, offering for sale, selling, and/or importing of Apple devices. Defendants have been, and now are, directly infringing claims of the '080 patent, including (for example) at least claims 6 and 9 of the '080 patent, by or through their testing, making, using, offering for sale, selling, and/or importing of Apple devices, including the iPhone 4 and iPhone 4S.

48. Upon information and belief, Apple and AT&T test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 47, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and AT&T are jointly, severally, or alternatively liable for infringements described in this Count.

49. Upon information and belief, Apple and Sprint test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 47, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Sprint are jointly, severally, or alternatively liable for infringements described in this Count.

50. Upon information and belief, Apple and Verizon test, make, use, offer for sale, sell, and/or import Apple devices described in paragraph 47, including the iPhone 4 and iPhone 4S, pursuant to one or more contractual agreements between them relating to, at least, the distribution and sale of such devices. Accordingly, Apple and Verizon are jointly, severally, or alternatively liable for infringements described in this Count.

51. MES has been damaged as a result of Defendants' infringing conduct described in this Count V. Defendants are, thus, liable to MES in an amount that adequately compensates it

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 VI

(INFRINGEMENT OF U.S. PATENT NO. 6,094,648)

52. MES incorporates paragraphs 1 through 51 herein by reference.

53. MES is the assignee of the '648 patent, entitled "User Interface for Document Retrieval," with ownership of all substantial rights in the '648 patent, including the right exclude others and to enforce, sue and recover damages for past and future infringement. A true and correct copy of the '648 patent is attached as Exhibit F.

54. The '648 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

55. Apple has infringed and continues to infringe, directly, contributorily, and/or through the inducement of others, one or more claims of the '648 patent in this judicial district and elsewhere in Texas and the United States. Apple has directly infringed, and continues to directly infringe, for example, at least claims 1 and 2 of the '648 patent by or through its testing, making, using, offering for sale, selling, and/or importing of devices and/or software that provide a search interface that includes a relevance, or rank, indicator (*e.g.*, devices that include Apple Mail). Additionally, Apple has been and now is inducing and/or contributing to direct infringement of at least claims 1 and 2 of the '648 patent by selling or otherwise providing to end users devices and/or software that allow users to perform a search that returns a relevance, or rank, indicator (*e.g.*, a search performed using Apple Mail).

56. MES has been damaged as a result of Apple's infringing conduct described in this Count VI. Apple is, thus, liable to MES in an amount that adequately compensates it for Apple's

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.

JOINDER OF PARTIES

57. MES incorporates paragraphs 1 through 56 herein by reference.

58. On information and belief, each of AT&T, Verizon, and Sprint have purchased or otherwise obtained from Apple devices for sale, resale, and/or distribution to their customers that are the subject of Counts I, II, III, IV, and/or V. Thus, for these Counts, the right to relief against AT&T, Verizon, and/or Sprint is asserted jointly, severally, or in the alternative against Apple.

59. The alleged infringement of counts I through V arises out of the same transaction, occurrence, or series of transactions or occurrences relating to the testing, making, using, offering for sale, selling, and/or importing of the Apple devices that are the subject of Counts I through V.

60. Questions of fact common to all defendants will arise in this action including, for example, infringement by Apple devices.

61. Thus, Joinder of Apple, AT&T, Verizon, and Sprint is proper in this litigation pursuant to 35 U.S.C. § 299(a).

JURY DEMAND

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

PRAYER FOR RELIEF

MES requests that the Court find in its favor and against Defendants, and that the Court grant MES the following relief:

- a. Judgment that one or more claims of the '033, '838, '687, '325, '080, and '648 patents have been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants;
- b. Judgment that Defendants account for and pay to MES all damages to and costs incurred by MES because of Defendants' infringing activities and other conduct complained of herein;
- c. Judgment that Defendants account for and pay to MES a reasonable, on-going, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;
- d. That MES 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 MES be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: March 15, 2012

Respectfully submitted,

/s/ Brent N. Bumgardner

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