

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<p>CASSIDIAN COMMUNICATIONS, INC.,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>NG-911, INC.,</p> <p style="text-align:center">Defendant.</p>	<p>Case No. <u>3:13-cv-669</u></p> <p style="text-align:center"><b>JURY TRIAL REQUESTED</b></p>
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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Cassidian Communications, Inc. hereby sues Defendant NG-911, Inc. and alleges as follows:

**PARTIES**

1. Plaintiff Cassidian Communications, Inc. (“Cassidian”) is a California corporation with its principal place of business at 45205 Rio Nedo in Temecula, California, 92590.

Cassidian is registered to conduct business in the State of Texas and maintains a corporate office at 1301 West President George Bush Highway, Suite 150, Richardson, Texas 75080.

2. Upon information and belief, Defendant NG-911, Inc. is an Iowa corporation having its principal place of business at 815 South Highland Street, Williamsburg, Iowa, 52361.

**JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, § 100 *et seq.* Accordingly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. NG-911, Inc. is subject to personal jurisdiction in this State. NG-911, Inc. has established minimum contacts with the State of Texas, including in this judicial district, has regularly conducted and continues to regularly conduct business in the State of Texas, and has purposefully availed itself of the privilege of conducting business activities within the State of

Texas. NG-911, Inc.'s activities include, upon information and belief, the use, offer for sale, sale, and/or purchase in the State of Texas of emergency communications systems that infringe one or more claims of Cassidian's patent, causing injury to Cassidian in Texas and this judicial district. Therefore, the exercise of personal jurisdiction over NG-911, Inc. is appropriate under applicable jurisdictional statutes and would not offend traditional notions of fair play and substantial justice.

5. Venue is proper in the Northern District of Texas pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b) because, *inter alia*, NG-911, Inc. is subject to personal jurisdiction in this judicial district.

### **STATEMENT OF FACTS**

6. Cassidian is the sole and exclusive owner of all rights, title and interest in and to United States Patent No. 6,774,858, titled System and Method for Supporting Multiple Call Centers, which the United States Patent and Trademark Office ("USPTO") duly and legally issued on June 1, 2004.

7. A true and correct copy of United States Patent No. 6,774,858 is attached hereto as **Exhibit 1**.

8. The USPTO re-examined United States Patent No. 6,774,858 and, on December 2, 2008, issued its Reexamination Certificate (the "Reexamination Certificate" and, together with United States Patent No. 6,774,858, the "'858 Patent").

9. True and correct copies of the USPTO's Reexamination Certificate and its assignment of record for the '858 Patent are attached hereto as **Exhibit 2** and **Exhibit 3**, respectively.

10. The '858 Patent discloses technologies for handling emergency communications, for example telephone calls to 9-1-1, including the routing of those calls to the appropriate Public Safety Answering Point ("PSAP") based on the location of the caller.

11. Upon information and belief, NG-911, Inc. makes, uses, and sells, or offers to make, use, or sell – or otherwise provides throughout the United States and within the

geographical area covered by the United States District Court for the Northern District of Texas – products and services that practice the systems and methods described by the claims of the '858 Patent's Reexamination Certificate.

12. On March 28, 2012, Cassidian provided NG-911, Inc. with written notice of the '858 Patent. Upon information and belief, NG-911, Inc. had actual knowledge of the '858 Patent prior to that date.

13. Next Generation 9-1-1 ("NG-9-1-1") is a combined public sector and industry initiative to upgrade the emergency communications networks in the United States from legacy narrowband, circuit switched networks to broadband, packet switched technologies capable of carrying voice and large amounts of varying data types.

14. The National Emergency Number Association ("NENA") is a professional organization comprised of members of the public safety community with a focus on 9-1-1 policy, technology, operations, and education issues. NENA also formulates and promulgates emergency communications standards for the industry. On June 16, 2011, NENA's Executive Board members approved the i3 standard for implementation of NG-9-1-1 systems.

15. NG-911, Inc. is an NG-9-1-1 system and service provider that integrates components supplied by third parties, identified as "subcontractors" on NG-911, Inc.'s website, to create and offer for sale i3-compliant Next Generation 9-1-1 routing systems and services. NG-911, Inc. advertises to potential customers on its website "You choose the components, and we supply them!" and that NG-911 Inc. is "a full service Next Generation 9-1-1 integrator...."

16. On or around October 8, 2009, NG-911, Inc. responded to the Lubbock Emergency Communication District's Request for Proposals ("Lubbock RFP") concerning 9-1-1 IP Network and Conferencing Enhancements.

17. NG-911, Inc. response to the Lubbock RFP offered "an IP-centric, i3-ready NG-9-1-1 system."

18. NG-911, Inc.'s website touts the company's "Next Generation 9-1-1 deployment experience" in "Lubbock, Texas."

19. NG-911 participated in the TX NENA/APCO Joint Conference held between April 1-4, 2012 at the Fairmont Hotel in Dallas, Texas, including offering its products and services to potential customers.

20. NG-911, Inc. has sold and implemented a comprehensive i3-compliant NG9-1-1 routing system and services for the Counties of Southern Illinois (“CSI”), which was selected by NENA as a national pilot project for Next Generation 9-1-1.

## **COUNT I**

### **(Infringement of the '858 Patent)**

21. Cassidian incorporates by reference the allegations of Paragraphs 1 through 20 above as if fully set forth herein.

22. In violation of 35 U.S.C. § 271(a), NG9-1-1, Inc. is and has been – for example and without limitation to proof of other infringing acts – directly infringing, by making, using, selling, and/or offering to sell in the United States, without authority, systems or processes that practice the inventions claimed in the '858 Patent, including without limitation, NG-911, Inc.'s IP-centric, i3-ready NG-9-1-1 system and services for the Lubbock Emergency Communication District and CSI.

23. Upon information and belief, NG-911, Inc. exerts sufficient control and direction over its subcontractors in implementing its i3-compliant NG-9-1-1 routing system and services that infringement of the '858 Patent can be attributed to NG-911, Inc.

24. NG-911, Inc. has had actual knowledge of the '858 Patent since at least March 28, 2012 (if not before).

25. In violation of 35 U.S.C. § 271(b), NG-911, Inc. is and has been – for example and without limitation to proof of other infringing acts – inducing the infringement of the '858 Patent by, knowingly and with intent, actively inducing customers to use NG-911, Inc.'s infringing systems and services, including without limitation NG-911, Inc.'s IP-centric, i3-ready NG-9-1-1 system and services for the Lubbock Emergency Communication District and CSI, in a manner that constitutes direct infringement of one or more claims of the '858 Patent.

26. In violation of 35 U.S.C. § 271(c), NG-911, Inc. is and has been – for example and without limitation to proof of other infringing acts – contributing to the infringement of the '858 Patent by, knowingly and with intent, actively encouraging customers to use NG-911, Inc.'s infringing systems and services, including without limitation NG-911, Inc.'s IP-centric, i3-ready NG-9-1-1 system and services for the Lubbock Emergency Communication District and CSI, in a manner that constitutes direct infringement of one or more claims of the '858 Patent.

27. NG-911, Inc. sells or offers to sell NG-9-1-1 systems and services for use in practicing the inventions claimed in the '858 Patent, which systems and services are material to practicing those inventions; NG-911, Inc.'s NG-9-1-1 systems and services are especially made or especially adapted for use in the infringement of the '858 Patent; and NG-911, Inc.'s NG-9-1-1 systems and services have no substantial non-infringing uses.

28. NG-911, Inc. lacks any justifiable belief that there is no infringement or that the infringed claims are invalid. NG-911, Inc. has therefore continued its actions despite an objectively high likelihood that its actions constitute infringement of a valid patent, making NG-911, Inc.'s infringement of the '858 Patent willful. As a result, Cassidian is entitled to an award of exemplary damages, attorneys' fees, and costs in bringing this action.

29. NG-911, Inc. intends to continue its unlawful infringing activity related to the '858 Patent.

30. NG-911, Inc.'s acts of infringement have caused damage to Cassidian, and Cassidian is entitled to recover from NG-911, Inc. the damages sustained by Cassidian as a result of NG-911, Inc.'s wrongful acts in an amount subject to proof at trial.

### **DAMAGES**

31. As a result of NG-911, Inc.'s acts of infringement, Cassidian has suffered and will continue to suffer actual and consequential damages; however, Cassidian does not yet know the full extent of the infringement and its extent cannot be ascertained except through discovery and special accounting. To the fullest extent permitted by law, Cassidian seeks recovery of damages

for at least lost profits, reasonable royalties, unjust enrichment, and any other benefits received by NG-911, Inc. as a result of using the misappropriated technology. Cassidian further seeks any other damages to which it would be entitled in law or in equity.

#### **ATTORNEYS' FEES**

32. Cassidian is entitled to recover its reasonable and necessary attorneys' fees under applicable law.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Cassidian respectfully requests that this Honorable Court enter such preliminary and final orders and judgments against Defendant NG-911, Inc. as are necessary to provide Cassidian with the following relief:

- a. A judgment that NG-911, Inc. infringes one or more claims of the '858 Patent;
- b. Actual damages;
- c. Exemplary treble damages as allowed by law;
- d. An injunction;
- e. Attorneys' fees;
- f. Pre-judgment interest as allowed by law;
- g. Costs of suit; and
- h. Such other and further relief in law or in equity to which Cassidian may show itself justly entitled.

#### **DEMAND FOR JURY TRIAL**

Cassidian respectfully demands a trial by jury as to all matters so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: February 8, 2013

Respectfully submitted,

FULBRIGHT & JAWORSKI L.L.P.

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