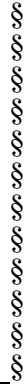


**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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ADVANCED MEDIA NETWORKS, LLC,  
  
Plaintiff,  
  
v.  
  
AT&T INC. AND  
AT&T MOBILITY LLC,  
  
Defendants.

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Civil Action No. 3:15-cv-\_\_\_\_  
  
**JURY TRIAL DEMANDED**

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Advanced Media Networks, LLC (“Advanced Media”) files this Complaint for patent infringement against Defendants AT&T Inc. and AT&T Mobility LLC, and alleges as follows:

**PARTIES**

1. Plaintiff Advanced Media is a California limited liability company having a place of business at 5900 Wilshire Boulevard, Suite 2600, Los Angeles, CA, 90036.
2. Advanced Media (formerly NeTune Communications Inc.) is in the business of designing and building advanced visual communications systems, integrated collaborative systems, and converged networks and systems. It was formed in the mid-1990's by the inventor Curtis Clark and others for the express purpose of developing mobile systems that would enable the streaming of video and other data from remote locations. Advanced Media's development efforts are reflected in the eleven (11) U.S. and European patents, including the patent-in-suit, which it owns and practices today. Advanced Media has worked closely with Hollywood Studios providing mobile WiFi networks on location for productions such as the *Harry Potter* series of motion pictures, *Blackhawk Down*, *Spiderman*, and numerous other motion picture and

television productions, and continues to offer these services to the motion picture and other industries. Advanced Media has licensed the patent-in-suit to multiple mobile wireless network equipment and service providers. As to some of these providers, Advanced Media is currently a global certified reseller of such equipment and services.

3. AT&T Inc. is a corporation organized under the laws of the State of Delaware, and has a principal place of business at 208 S. Akard Street, Dallas, Texas, 75202 and/or is conducting business through an affiliate located at this address. AT&T Inc. has a registered agent for service, CT Corporation System, located at 1999 Bryan Street, Suite 900, Dallas, TX 75201.

4. AT&T Mobility, LLC (“AT&T Mobility”) is a limited liability company organized under the laws of the State of Delaware with a principal place of business at 1025 Lenox Park Blvd NE, Ste. 5046, Atlanta, GA 30319. AT&T Mobility has a registered agent for service, CT Corporation System, located at Corporation Trust Center, 1999 Bryan St., Suite 900, Dallas, TX, 75201.. AT&T Mobility is a wholly owned subsidiary of AT&T Inc. (AT&T Inc. and AT&T Mobility are collectively referred to herein as “AT&T” or “Defendant”).

### **JURISDICTION AND VENUE**

5. This civil action for patent infringement arises under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.* This Court has jurisdiction over the claims presented herein pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. On information and belief, AT&T makes, imports, uses, sells, and/or offers for sale the Accused Instrumentalities and Services (as defined below) within the United States, including this District, that infringe one or more claims of United States Patent No. 5,960,074 entitled “MOBILE TELE-COMPUTER NETWORK FOR MOTION PICTURE, TELEVISION AND TV ADVERTISING PRODUCTION ” (the “’074 Patent” or “Asserted Patent”). The

`074 Patent was duly and legally issued by the United States Patent and Trademark Office on September 28, 1999. A true and correct copy of the `074 Patent is attached hereto as Exhibit 1.

7. On May 11, 2010, a request for reexamination was filed. On November 22, 2011, a reexamination certificate was issued that, among other things, confirmed the patentability of Claims 1, 10-14, 21-28, and 37-38. Other claims were confirmed as amended, and new claims were added. A true and correct copy of the first reexamination certificate is shown in Exhibit 1.

8. On November 29, 2012 and February 6, 2013, two additional reexamination requests were filed. These requests were merged. On April 23, 2014, a reexamination certificate was issued that, among other things, confirmed the patentability of Claims 1-23, 28-37, 41-42, 44-63, 67-70, 72-73, 75-76, 91-99, 101-107, 123-124, and 126. The patentability of other claims was confirmed as amended, and new claims were added. A true and correct copy of the second reexamination certificate is shown in Exhibit 1.

9. On October 24, 2014, yet another reexamination request was filed. On October 6, 2015, the United States Patent and Trademark Office issued its intent to issue a reexamination certificate, which will be the third reexamination certificate to issue, confirming the patentability of all of the 147 existing claims and allowing newly added claims 148 – 171.

10. AT&T operates a nationwide digital wireless telecommunications system, and in particular, operates the system to offer wireless services, including wireless broadband services, to subscribers. “In the United States, we [AT&T and AT&T Mobility] now cover all major metropolitan areas and nearly 300 million people with [AT&T’s] LTE technology.” Exhibit 2, Form 10-K for AT&T Inc. dated December 31, 2014, p. 2. As of December 31, 2014, AT&T served more than 120 million subscribers in this country. *Id.* Hence, AT&T markets and sells its wireless services throughout the United States, including within this District.

11. On information and belief, AT&T directly and/or indirectly imports, manufactures, uses, offers for sale, and/or sells the Accused Instrumentalities and Services (as defined below) within the United States, including this District, that infringe one or more claims of the `074 Patent.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1400(b) and 1391(c).

### **GENERAL ALLEGATIONS**

13. Advanced Media is the owner by assignment of the Asserted Patent, and is entitled to sue for past and future infringement thereof.

### **AT&T's Accused Wireless Telecommunications Network**

14. AT&T is engaged in the business of selling digital wireless services to subscribers. AT&T operates a vast wireless telecommunications network over which subscribers are able to communicate voice data as well as other data. AT&T's network consists of a large multitude of cells that communicate with mobile devices via microwaves. The cells typically provide redundant overlapping coverage for a given area such that a subscriber moving with an AT&T device from one area to the next may seamlessly be handed-off from one cell to the next without dropping service. *See, e.g.,* Newton's Telecom Dictionary, 16th Edition, p. 165 (16th Ed. 2000) (attached hereto as Exhibit 3) (under the definition of "Cell Switching"). Hence, the AT&T digital wireless telecommunications system (the "AT&T Accused System") constitutes a "redundant digital microwave communication system" as this phrase is used in claims of the `074 Patent.

### **AT&T's Accused Consumer Devices**

15. A subscriber to AT&T's services over the AT&T Accused System typically buys or leases a digital communications device such as a smart phone, tablet computer ("tablet"),

router, gateway, or other mobile device containing a WLAN network access point (i.e. “HotSpot”).

### **AT&T’s Accused Smart Phones**

16. Examples of smart phones currently imported, offered for sale, and/or sold by AT&T are the Amazon Fire Phone, Apple iPhone 4s, Apple iPhone 5c, Apple iPhone 5s, Apple iPhone 6, Apple iPhone 6 Plus, Apple iPhone 6s, Apple iPhone 6s Plus, ASUS Padfone X, Blackberry Bold 9900, Blackberry Q10, Blackberry Z10, HTC First, HTC One, HTC One M8, HTC Windows Phone 8X, LG G Flex, LG G2, LG G3, LG Optimus G Pro, Motorola Moto X, NEC Terrain, Nokia Lumia 920, Nokia Lumia 925, Nokia Lumia 1020, Nokia Lumia 1520, Samsung ATIV S Neo, Samsung Galaxy Mega, Samsung Galaxy Note 3, 4, and 5, Samsung Galaxy Rugby Pro, Samsung Galaxy S III Mini, Samsung Galaxy S 4, Samsung Galaxy S 4 Active, Samsung Galaxy S 4 Mini, Samsung Galaxy S 5, Samsung Galaxy S 5 Active, Samsung Galaxy S6 edge and edge+, and all past, present and future cellular phones that offer connectivity to other devices to the AT&T network over a local area network provided by the cellular phone (these and all similar cellular phones referred to herein as the “Accused Phones”). Each of these Accused Phones may be configured to constitute a “mobile hub station configured to transfer information as a single nomadic transmission/reception point between the microwave communication system”, *i.e.*, the AT&T telecommunications system, and a “wireless LAN [local area network] using an Ethernet packet switching protocol,” “the TCP/IP protocol,” and/or “an Internet protocol” (as these terms are used in the claims, *e.g.*, Claims 1, 3, and 128, of the `074 Patent). Whether or not a subscriber may utilize the mobile hotspot or tethering feature of an Accused Phone is controlled by AT&T.

17. For example, the Apple iPhone 5s provides a local area network to which another device may connect the iPhone acting as a wireless hub to provide connectivity to the AT&T

telecommunications network when the “Personal Hotspot” is enabled. *See* iPhone User Guide For iOS 7.1 Software (attached hereto as Exhibit 4), pp. 33 – 34 (under “Personal Hotspot”: “Use Personal Hotspot to share your iPhone Internet connection. Computers can share your Internet connection using Wi-Fi....”). The manual for the Apple iPhone 5s notes “[The Personal Hotspot] feature may not be available with all carriers. Additional fees may apply. Contact your carrier for more information.” *Id.* at p. 33. Hence, AT&T controls whether or not a user may utilize the Apple iPhone 5s as a mobile hotspot.

18. As another example, the ASUS Padfone X for AT&T provides a local area network to which another device may connect the ASUS Padfone X acting as a wireless hub to provide connectivity to the AT&T telecommunications network through the AT&T application referred to as the AT&T Mobile Hotspot. *See* ASUS Padfone X Manual (attached hereto as Exhibit 5), p. 55. AT&T offers the application known as Mobile Hotspot, which enables a subscriber to “[t]urn your phone into a mobile Wi-Fi hotspot and share your phone’s Internet connection with other devices.” *Id.*

19. As another example, the BlackBerry Bold 9900 provides a local area network to which another device may connect through the BlackBerry Bold 9900 acting as a wireless hub to provide connectivity to the AT&T telecommunications network when the “Mobile Hotspot” mode is enabled. *See* BlackBerry Bold Series Manual (attached hereto as Exhibit 6), p. 271 (under heading “Mobile Hotspot mode”, “About Mobile hotspot mode”). As noted in the manual for the Blackberry Bold 9900, a subscriber must have an appropriate data plan from the wireless service provider in order to use the Mobile Hotspot feature. *Id.* at p. 274 (“Verify that your wireless service plan is set up to use Mobile Hotspot mode.”). Hence, AT&T controls whether or not a user may utilize the BlackBerry Bold 9900 as a mobile hotspot.

20. As another example, the HTC First phone provides a local area network to which another device may connect through the HTC First acting as a wireless hub to provide connectivity to the AT&T telecommunications network when the “Internet Sharing” is enabled. *See* HTC First User Guide (attached hereto as Exhibit 7), p. 63 (under “Using HTC First as a Wi-Fi hotspot.”). As noted in the manual for the HTC First, a subscriber “must have an approved data plan associated with your account from your mobile service provider to use this service.” *Id.* Hence, AT&T controls whether or not a user may utilize the HTC First as a mobile hotspot.

21. As another example, the LG G Flex phone provides a local area network to which another device may connect through the LG G Flex acting as a wireless hub to provide connectivity to the AT&T telecommunications network when the “Mobile Hotspot” is enabled. *See* LG G Flex User Guide (attached hereto as Exhibit 8), pp. 85 – 86 (under “Tethering and networks,” under the subheading “Mobile Hotspot”).

22. As another example, the Nokia Lumia 920 phone provides a local area network to which another device may connect through the Nokia Lumia 920 acting as a wireless hub to provide connectivity to the AT&T telecommunications network when the “Internet Sharing” feature is enabled. *See* Nokia Lumia 920 User Guide (attached hereto as Exhibit 9), pp. 66 – 67 (“You can use your phone’s mobile data connection with your laptop or other devices. A Wi-Fi connection is then created.”).

23. As another example, the Samsung Galaxy Mega phone provides a local area network to which another device may connect through the Samsung Galaxy Mega acting as a wireless hub to provide connectivity to the AT&T telecommunications network when the “Mobile Hotspot” feature is enabled. *See* Samsung Galaxy Mega User Manual (attached hereto as Exhibit 10), p. 96 (under “Tethering & portable hotspot”: “This option allows you to share

your [sic] phones' mobile data connection ... as a portable Wi-Fi hotspot"); *see also* p. 162 (“This application allows you to share your phone’s mobile data connection ... as a portable Wi-Fi hotspot.”).

#### **AT&T’s Accused Tablets**

24. In addition to the Accused Phones and Accused Tablets, AT&T also offers for sale and sells the following tablet devices that have the capability to connect to the AT&T broadband wireless network as well as providing a local area network (LAN) over which other devices may connect to the AT&T wireless network: Apple iPad Air and Apple iPad Air 2, Apple iPad Pro, Apple iPad Mini, Apple iPad Mini with Retina display, Apple iPad with Retina display, Samsung Galaxy Note 8.0, Samsung Galaxy Note Pro 12.2, and all past, present and future tablets that offer connectivity to other devices to the AT&T network over a local area network provided by the tablet (these and all similar mobile tablets referred to herein as the “Accused Tablets”). Each of these Accused Tablets may be configured to constitute a “mobile hub station configured to transfer information as a single nomadic transmission/reception point between the microwave communication system”, *i.e.*, the AT&T telecommunications system, and a “wireless LAN [local area network] using an Ethernet packet switching protocol,” “the TCP/IP protocol,” and/or “an Internet protocol” (as terms are used in the claims, *e.g.* Claims 1, 3, and 128, of the `074 Patent).

#### **AT&T’s Accused Mobile Access Points**

25. In addition to the Accused Phones, AT&T also offers for sale and sells base stations, including but not limited to the AT&T Home Base (*See* AT&T Home Base webpage, attached hereto as Exhibit 11), the AT&T Unite Pro (*See* AT&T Unite Pro webpage, attached hereto as Exhibit 12), and the AT&T Mobile Hotspot Elevate 4G, each of which connects to the AT&T wireless network and provides a mobile local area network (LAN) through which other



devices may connect to the AT&T network. All past, present and future mobile stations that offer connectivity to other devices to the AT&T network over a local area network provided by the base station are referred to herein as the “Accused Mobile Access Points.” The Accused Phones, Accused Tablets, and Accused Mobile Access Points are collectively referred to herein as the “Accused Devices.” Each of these Accused Mobile Access Points may be configured to constitute a “mobile hub station configured to transfer information as a single nomadic transmission/reception point between the microwave communication system”, *i.e.*, the AT&T telecommunications system, and a “wireless LAN [local area network] using an Ethernet packet switching protocol,” “the TCP/IP protocol,” and/or “an Internet protocol” (as these terms are used in the claims, *e.g.*, Claims 1, 3, and 128, of the `074 Patent).

#### **AT&T Controls Access to its Telecommunications System**

26. A subscriber who purchases one of the Accused Devices must subscribe to an AT&T data plan to use the device to connect to the internet over AT&T’s wireless network. In order for an Accused Device to be connected to AT&T’s wireless system, the device must have a SIM card provided by AT&T that contains information that is associated with a subscriber’s account and that enables the Accused Device to be used on AT&T’s wireless network. Each Accused Device is enabled or activated by AT&T through information stored on a SIM card. In fact, a SIM card can be purchased by or reprogrammed for a subscriber to enable a device not purchased through AT&T to be used on AT&T’s wireless network (any such phone, tablet or other device utilizing an AT&T SIM card providing a LAN for tethering or otherwise connecting other devices to AT&T’s wireless network is also included within the definition of “Accused Devices”). The SIM card is the key by which AT&T controls which devices may connect to the AT&T wireless network. Without AT&T’s SIM card, an Accused Device is useless for its intended purpose of facilitating wireless communications over a wireless network, although

certain features such as calculator or camera functionality may still be used. The code, data, and/or other information stored on the SIM card facilitate AT&T's control over which devices may be connected to the AT&T wireless communications network. The SIM card identifies the subscriber to AT&T's network and facilitates AT&T in billing the user for the services that the subscriber uses. In addition, in the event the subscriber's service or subscription is terminated, AT&T may de-activate the device via the use of the code, data, and/or other information stored on the SIM card so that the device cannot connect to the AT&T telecommunications network.

27. At least as to the Accused Phones and the Accused Tablets, the data plan typically, without additional fees, only allows the device itself to connect to the AT&T wireless network. In order to connect other devices through the LAN provided by one of the Accused Phones or the Accused Tablets, historically, a subscriber has paid an additional fee or subscribed to a more expensive and a higher capacity data plan for the ability to "tether" additional devices through the Accused Phone or Accused Tablet over the LAN provided by same. *See, e.g.,* Exhibit 8 (LG G Flex User Guide) ("Mobile Hotspots requires an appropriate Datapro plan..."). AT&T has typically charged fifteen dollars (\$15.00) a month for this additional "tethering" capability. More recently, while AT&T continues to offer plans with an extra monthly charge for "tethering," "tethering" appears to be included in some AT&T data plans, which also refer to "tethering" as a "mobile hotspot." *See, e.g.,* Exhibit 13 ("Your data plan is about to change to a plan that includes tethering. Find the plan that meets your needs, and includes mobile hotspot capability."). As another example, attached as Exhibit 14 is a true and correct copy of a webpage from AT&T's website [www.wireless.att.com](http://www.wireless.att.com) as it existed at least on June 23, 2015, offering a smartphone data plan to business customers under which mobile hotspot/tethering could be added for an additional twenty dollars (\$20) per month. Even when an additional fee is not

charged by AT&T for tethering and/or mobile hotspot service, the use of tethering and/or mobile hotspot service results in a higher amount of data downloaded by a subscriber which, in turn, results in higher fees to AT&T. Telecommunications services offered for sale and sold by AT&T in connection with the Accused Devices, including but not limited to the “tethering” services, the “mobile hotspot” service, and the services sold in connection with data plans associated with the Accused Mobile Access Points, are referred to herein as the “Accused Services.”

### **AT&T’s Infringing Acts**

28. AT&T has directly infringed and continues to directly infringe one or more claims of the `074 Patent by making, having made, importing, using, offering for sale, and/or selling the Accused Instrumentalities and Services.

29. For example, but not as a limitation, AT&T’s direct infringement of Claims 1, 3, and 128 of the `074 Patent is shown in each of the claim charts of Exhibits 15-25.

30. AT&T’s nationwide wireless telecommunications network is a redundant microwave communications system.

31. Each of the Accused Instrumentalities is capable of providing a wireless local area network.

32. Each of the Accused Instrumentalities is capable of providing a mobile Wi-Fi Hotspot.

33. Each of the Accused Instrumentalities is capable of acting as a mobile hub station.

34. Each of the Accused Instrumentalities is capable of transferring information between AT&T’s microwave communication system and a wireless LAN using an ethernet packet switching protocol.

35. Each of the Accused Instrumentalities is capable of transferring information between AT&T's microwave communication system and a wireless LAN using the TCP/IP protocol.

36. Each of the Accused Instrumentalities is capable of transferring information between AT&T's microwave communication system and a wireless LAN using an Internet protocol.

37. Therefore, by way of example, but not as a limitation, AT&T has and continues to directly infringe Claims 1, 3, and 128 of the '074 Patent. In addition, AT&T has and continues to infringe other Claims of the '074 Patent.

38. Furthermore, AT&T has engaged in indirect infringement since at least as early as November 6, 2012, the date it received actual notice (as set forth below), and continues to indirectly infringe one or more claims of the '074 Patent by providing its customers with the infringing Accused Instrumentalities and Services in order to enable those customers to use the AT&T Accused System in connection with one or more of the Accused Devices, in a manner covered by one or more of the claims of the Asserted Patent. AT&T has and continues to actively promote tethering and/or mobile hotspot functionality to its subscribers knowing that the subscriber's utilization of such tethering or mobile hotspot functionality on one or more of the Accused Devices constitutes infringement of one or more claims of the Asserted Patent. Each subscriber that has tethering or mobile hotspot capability as part of their AT&T data plan or that pays an extra fee for tethering or mobile hotspot service in connection with an Accused Device directly infringes one or more claims of the Asserted Patent by their use of the Accused Instrumentalities in connection with tethering or mobile hotspot service.

**AT&T Received Actual Notice**

39. On or about November 6, 2012, Advanced Media sent a letter to AT&T, which letter was actually received by AT&T, a true and correct copy of which is attached hereto as Exhibit 26 (the “Letter”). By the Letter, AMN notified AT&T that its smartphones and Mobile Hotspot Elevate devices infringed the ’074 Patent. Furthermore, the Letter provided AT&T notice that Advanced Media was in litigation with Gogo, Inc., which litigation was subsequently resolved in July, 2013, by a licensing agreement. A copy of the ’074 Patent and its prosecution history were provided to AT&T with the Letter.

40. AT&T responded to the Letter on or about December 21, 2012 (the “Response”).  
*See* Exhibit 27.

41. Advanced Media sent to AT&T a second letter on October 31, 2014, again informing AT&T that it infringed one or more claims of the ’074 Patent, which letter was received.

42. In spite of such actual knowledge of the ’074 Patent, AT&T continued and continues to infringe one or more claims of the ’074 Patent.

**FIRST CLAIM FOR RELIEF**  
**(Infringement of the `074 Patent)**

43. Advanced Media incorporates paragraphs 1 through 42 as though fully set forth herein.

44. Upon information and belief, Defendant AT&T has been, and is now, directly and/or indirectly infringing one or more claims of the `074 Patent by (1) making, importing, using, offering for sale, and/or selling the patented inventions, (2) by actively inducing others to use the patented inventions, and/or (3) by contributing to the use of the patented inventions in the United States.

45. More particularly, without limitation, AT&T has been and is now directly infringing one or more claims of the '074 Patent by making, importing, using (including use for testing purposes), offering for sale, and/or selling the Accused Instrumentalities and Services, all in violation of 35 U.S.C. § 271(a).

46. In addition and/or in the alternative, AT&T has been, and is now, indirectly infringing one or more claims of the '074 Patent by (1) inducing customers to use the Accused Instrumentalities and Services to directly infringe one or more claims of the '074 Patent in violation of 35 U.S.C. § 271(b), and/or by (2) contributing to customers' direct infringement of one or more claims of the '074 Patent by their use of the Accused Instrumentalities and Services in violation of 35 U.S.C. § 271(c).

47. More particularly, AT&T has engaged in indirect infringement by its conduct since at least as early as November 6, 2012, in providing its subscribers with infringing Accused Instrumentalities in order to enable those customers to use the Accused Instrumentalities and Services in a way that directly infringes one or more claims of the Asserted Patent. On information and belief, AT&T has intended, and continues to intend, to induce patent infringement by its customers, and has either had knowledge of the '074 Patent and knowledge that the induced acts would constitute infringement or has been willfully blind to the possibility that the induced acts would constitute infringement. Alternatively, on information and belief, AT&T has made, imported, used, sold and/or offered for sale one or more of the Accused Instrumentalities and Services with knowledge of the '074 Patent and with the intent that such Accused Instrumentalities and Services be used in connection with an infringing system with the knowledge that such system would infringe, or in the alternative, being willfully blind that such system would infringe.

48. Advanced Media has been damaged by the infringing activities of AT&T, and will be irreparably harmed unless those infringing activities are preliminarily and permanently enjoined by this Court. Advanced Media does not have an adequate remedy at law.

49. AT&T was given actual notice of the existence of the `074 Patent. Despite such notice, AT&T has continued in willful acts of infringement without regard to the `074 Patent, and will likely continue to do so unless otherwise enjoined by this Court.

50. Because of their use of the same telecommunications network (i.e. AT&T's wireless telecommunications network) and because Defendant AT&T Mobility is a wholly owned subsidiary of AT&T Inc., the Defendants' actions are part of the same transaction, occurrence, or series of transactions or occurrences and there is a logical relationship between the claims asserted against the Defendants such that there is a substantial evidentiary overlap in the facts giving rise to the cause of action against each Defendant.

### **REQUEST FOR RELIEF**

WHEREFORE, Advanced Media requests the following relief:

(a) A judgment in favor of Advanced Media that AT&T has directly infringed and/or has indirectly infringed by way of inducement and/or contributory infringement of one or more claims of the Asserted Patents;

(b) A judgment that Advanced Media has been irreparably harmed by the infringing activities of AT&T, and is likely to continue to be irreparably harmed by AT&T's continued infringement;

(c) Preliminary and permanent injunctions prohibiting AT&T and its officers, agents, servants, employees and those persons in active concert or participation with any of them, as well as all successors or assignees of the interests or assets related to the Accused Instrumentalities, from further infringement, direct and indirect, of the Asserted Patents;

(d) A judgment and order requiring AT&T to pay Advanced Media damages adequate to compensate for infringement under 35 U.S.C. § 284, which damages may include lost profits but in no event shall be less than a reasonable royalty for their usage made of the inventions of the Asserted Patents, including pre- and post-judgment interest and costs, including expenses and disbursements;

(e) A judgment for treble damages for willful infringement as provided by 35 U.S.C. § 284;

(f) A judgment declaring this an exceptional case and awarding Advanced Media its attorneys' fees as provided by 35 U.S.C. § 285;

(g) A judgment awarding Advanced Media its costs as provided under Fed. R. Civ. P. 54(d)(1);

(h) A judgment for pre- and post-judgment interest on all damages awarded;

(i) A judgment awarding Advanced Media post-judgment royalties; and

(j) Any and all such further necessary or proper relief as this Court may deem just.

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

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Advanced Media hereby demands a trial by jury of all issues so triable.



Dated: October 27, 2015

Respectfully submitted,

**BUETHER JOE & CARPENTER, LLC**

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