

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

RADIO TOWER NETWORKS, LLC,

Plaintiff,

vs.

CROSSPOINT COMMUNICATIONS, INC.,

Defendant.

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Case No:

JURY TRIAL DEMANDED

**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff Radio Tower Networks, LLC (“Plaintiff” or “RTN”), by and through its attorneys, files this Complaint against Crosspoint Communications, Inc. (“Defendant” or “Crosspoint”) for infringement of United States Patent Nos. 7,321,573 (“the ‘573 Patent”) and 6,690,937 (“the ‘937 Patent”).

**PARTIES AND JURISDICTION**

1. This is an action for patent infringement under Title 35 of the United States Code. Plaintiff is seeking damages.

2. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Patents) because this is a civil action for patent infringement arising under the United States patent statutes.

3. Plaintiff is a Texas limited liability company with its office located at 101 E. Park Blvd., Suite 600, Plano, TX 75074.

4. Upon information and belief, Defendant is a Texas corporation with a principal office located at 501 Duncan Perry Road, Arlington, Texas 75202. This Court has personal

jurisdiction over Defendant because Defendant has committed, and continues to commit, acts of infringement in this District, has conducted business in this District, and/or has engaged in continuous and systematic activities in this District.

5. Upon information and belief, Defendant's instrumentalities that are alleged herein to infringe were and continue to be used, imported, offered for sale, and/or sold in this District.

### **VENUE**

6. On information and belief, venue is proper in the Northern District of Texas pursuant to 28 U.S.C. § 1400(b). Defendant is deemed to be a resident of this District. Alternatively, acts of infringement are occurring in this District and Defendant has a regular and established place of business in this District.

### **COUNT I** **(INFRINGEMENT OF UNITED STATES PATENT NO. 7,321,573)**

7. Plaintiff incorporates paragraphs 1 through 6 herein by reference.

8. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, *et seq.*

9. Plaintiff is the owner by assignment of the '573 Patent with sole rights to enforce the '573 patent and sue infringers.

10. A copy of the '573 Patent, titled "Radio and Data Network System," is attached hereto as Exhibit A.

11. The '573 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

12. Upon information and belief, Defendant has infringed and continues to infringe one or more claims, including at least Claim 1 of the '573 Patent, by using radio and data network systems, and components for such systems, which are covered by one or more claims of

the '573 Patent. Defendant has infringed and continues to infringe the '573 Patent directly in violation of 35 U.S.C. § 271.

13. Defendant uses radio and data networking systems, including, without limitation, the Wave OnCloud system, the DMR Motorola Capacity Plus Multi Site system (including its components) and any similar components and systems ("Product"), which infringe at least Claim 1 of the '573 Patent. Defendant uses DMR Motorola Capacity Plus Multi Site to connect two-way radio communications in a network with a hub and tower that can communicate with one or more radios at other towers via the hub. Defendant uses this system for communication regarding power distribution in various areas including North Texas. This is a Wide-Area system that covers numerous counties in North Texas with many sites. Defendant's multi-site radio communication system is a communication network system that communicates data to a user. Certain aspects of this element are illustrated on the webpage at: <https://www.radioreference.com/apps/db/?sid=9262>.

14. The Product includes a radio. For example, each site in the multi-site radio communications systems is in communication with and includes one or more two-way radios. Certain aspects of this element are illustrated on the webpage at: <https://www.radioreference.com/apps/db/?sid=9262>.

15. Radios used in the system are operatively adapted to transmit on a data channel and a control channel and to selectively alternate between transmitting on the data channel and the control channel. The Product's radios include source radios. The DMR Motorola Capacity Plus Multi Site system uses a control channel and is a trunked system that has a data channel and a control channel. See <https://www.radioreference.com/apps/db/?sid=9262>.

16. The Product includes a data collection unit. For example, electric meter devices

have data collection units (e.g., for collecting usage data). The data collection unit is operatively adapted (e.g., by way of a transmitter) to communicate with other radios in the system. For example, “Crosspoint can design, deliver, install and maintain your organization's two-way voice and data communications to the highest of industry standards.” See at Crosspoint Communications, “Integrator Capabilities”, 1/17, found at

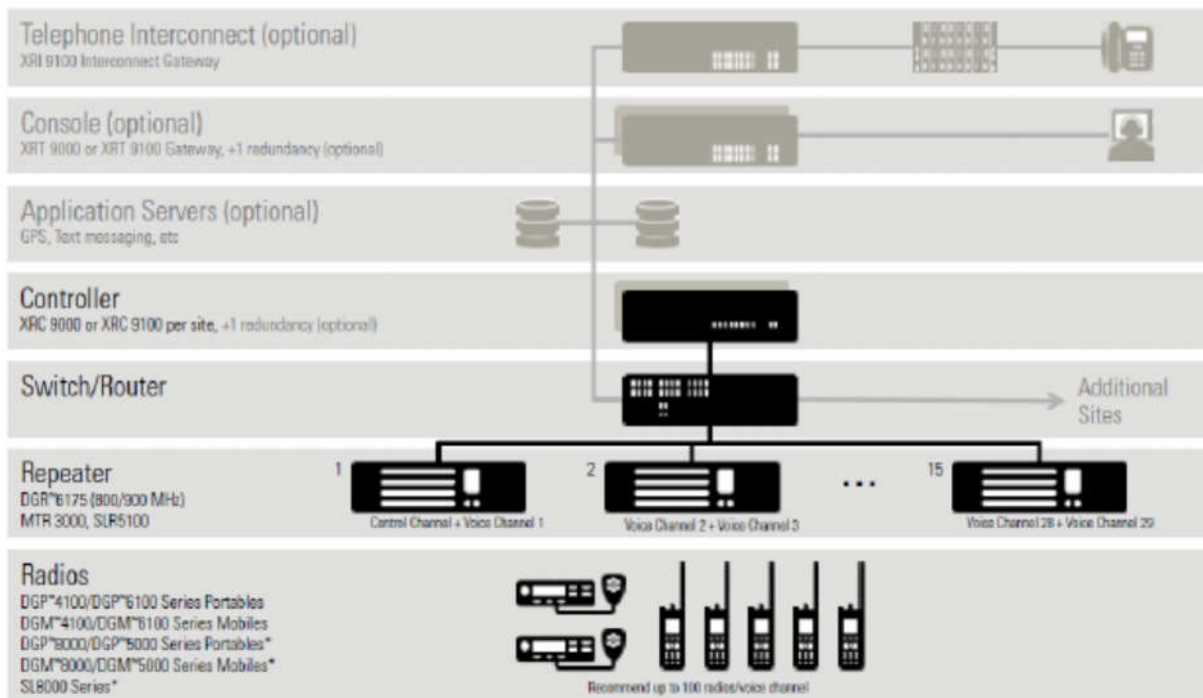
[https://www.crosspointcomm.com/uploads/file/Crosspoint%20Capabilities%20Brochure\\_r5\\_1213.pdf](https://www.crosspointcomm.com/uploads/file/Crosspoint%20Capabilities%20Brochure_r5_1213.pdf)

17. The Product has multiple towers, including a first tower having a defined first coverage area and capable of communication with source radios when the radios are in the coverage area of the first tower. Defendant has sites in many different counties, each designed to communicate with source radios in the respective area. Id.

18. The Product has and/or utilizes a hub and a computer network, and the hub communicates with the first tower and with the computer network. Crosspoint uses DMR Motorola Capacity Plus Multisite. This allows the source radios at a first tower to communicate with the two-way radios connected to a second tower. See [https://www.motorolasolutions.com/content/dam/msi/docs/business/product\\_lines/motrbo\\_documents/\\_static\\_files/motrbo\\_ataglance\\_brochure.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/business/product_lines/motrbo_documents/_static_files/motrbo_ataglance_brochure.pdf) (“It’s a cost effective way to provide capacity for a single campus site. And if the planned merger with a neighboring healthcare facility goes ahead, they can simply link the two Capacity Plus sites over IP. Even as your organization grows larger, you need to ensure that you stay efficient. Capacity Plus Single Site and Capacity Plus Multi-Site (formerly known as Linked Capacity Plus) utilize Motorola innovation to pool radio resources and allocate them efficiently.”). The local hub comprises at least a switch/router that connects different towers. See

[https://www.motorolasolutions.com/content/dam/msi/docs/en-xl/mot\\_connectplus\\_product\\_broch\\_en.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/en-xl/mot_connectplus_product_broch_en.pdf) (picture reproduced below):

### MOTOTRBO CONNECT PLUS SYSTEM ARCHITECTURE



19. The Product's data collection unit, radio, towers and hub so configured so that data from the collection unit is transmittable by the radio to the first tower when the radio is in said first coverage area, is transmittable from the first tower to the hub, and is accessible to a user via the computer network. The Product's components link the towers and the local hub so that a source radio at one tower can communicate with one or more two-way radios at a second tower via the hub.

20. Defendant's actions complained of herein will continue unless Defendant is enjoined by this court.

21. Defendant's actions complained of herein are causing irreparable harm and

monetary damage to Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

22. Plaintiff is in compliance with 35 U.S.C. § 287.

**COUNT II**  
**(INFRINGEMENT OF UNITED STATES PATENT NO. 6,690,937)**

23. Plaintiff incorporates paragraphs 1 through 22 herein by reference.

24. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, et seq.

25. Plaintiff is the owner by assignment of the ‘937 Patent with sole rights to enforce the ‘893 Patent and sue infringers.

26. A copy of the ‘937 Patent, titled “Radio Network System,” is attached hereto as Exhibit B.

27. The ‘937 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

28. Upon information and belief, Defendant has infringed and continues to infringe one or more claims, including at least Claims 1, 21, and 24 of the ‘937 Patent by making, using, importing, selling, and/or offering for sale radio network systems and components for such systems covered by one or more claims of the ‘937 Patent. Defendant has infringed and continues to infringe the ‘937 Patent directly in violation of 35 U.S.C. § 271.

29. Regarding Claim 1, Defendant uses radio and data networking systems, including, without limitation, the Wave OnCloud system, the DMR Motorola Capacity Plus Multi Site system (including its components) and any similar components and systems (“Product”), which infringe at least Claim 1 of the ‘573 Patent. Defendant uses DMR Motorola Capacity Plus Multi Site to connect two-way radio communications in a network with a hub and tower that can

communicate with one or more radios at other towers via the hub. Defendant uses this system for communication regarding power distribution in various areas including North Texas. This is a Wide-Area system that covers numerous counties in North Texas with many sites. Defendant's multi-site radio communication system is a communication network system that communicates data to a user. Certain aspects of this element are illustrated on the webpage at: <https://www.radioreference.com/apps/db/?sid=9262>.

30. The Product's multi-site radio communication system is in communication with and includes two or more two-way radios. Each site in the multi-site radio communications system is in communication with and includes at least two or more two-way radios. See <https://www.radioreference.com/apps/db/?sid=9262>. Defendant's radio network systems link the towers so that the radio can communicate with one or more radios at other towers via the hub.

31. The Product includes at least one source radio. The Defendant's radios in connection with the communication system include source radios. See <https://www.radioreference.com/apps/db/?sid=9262>.

32. The Product includes multiple towers, including a first tower having a defined first coverage area and capable of communication with source radios when the source radio is in the first coverage area of the first tower. For example, Defendant has sites in many different counties, each designed to communicate with source radios in the particular area. See <https://www.radioreference.com/apps/db/?sid=9262>.

33. Defendant has multiple towers, including a second tower having a defined second coverage area and capable of communication with two or more two-way radios when the radios are in the coverage area of the second tower. See <https://www.radioreference.com/apps/db/?sid=9262>.

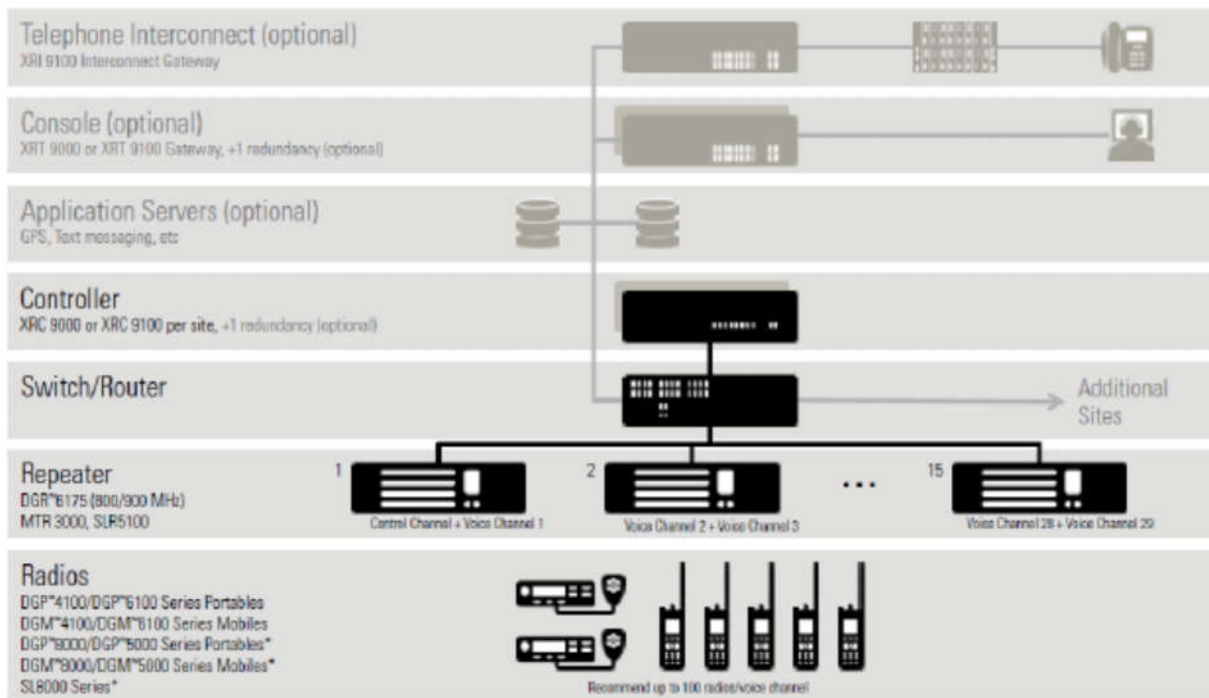
34. The Defendant has and/or utilizes a local hub and a computer network, and the hub communicates with the first tower and with the computer network. For example, the Product includes DMR Motorola Capacity Plus Multi-site, which allows source radios within the coverage area of a first tower to communicate with two-way radios connected to a second tower. See

[https://www.motorolasolutions.com/content/dam/msi/docs/business/product\\_lines/motrbo\\_documents/static\\_files/motrbo\\_ataglace\\_brochure.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/business/product_lines/motrbo_documents/static_files/motrbo_ataglace_brochure.pdf) (“It’s a cost effective way to provide capacity for a single campus site. And if the planned merger with a neighboring healthcare facility goes ahead, they can simply link the two Capacity Plus sites over IP. Even as your organization grows larger, you need to ensure that you stay efficient. Capacity Plus Single Site and Capacity Plus Multi-Site (formerly known as Linked Capacity Plus) utilize Motorola innovation to pool radio resources and allocate them efficiently.”). The local hub comprises at least a switch/router that connects different towers. See

[https://www.motorolasolutions.com/content/dam/msi/docs/enxl/mot\\_connectplus\\_product\\_broch\\_en.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/enxl/mot_connectplus_product_broch_en.pdf) (picture reproduced below):



## MOTOTRBO CONNECT PLUS SYSTEM ARCHITECTURE



35. Defendant uses multiple towers and hub(s) configured to link the towers and the local hub(s) so that a source radio within the coverage area of one tower can communicate with one or more two-way radios at a second tower via the hub. Thus, the first tower, second tower, and local hub are configured that a signal from a source radio when the source radio is in the first coverage area may be received by the first tower and communicated to the local hub. The signal may also be communicated from the local hub to a second tower, and communicated from the second tower to at least two of the two-way radios at substantially the same time when those radios are in the second coverage area. For example, Private call, Group call, Multi-group call, Site all call, and Network all call are various features of the network illustrating the ability to communicate with all the other two-way radios on the network.

36. Regarding Claim 21, the first tower includes a site controller. Each of the

Product's towers includes a site controller. See *Id.*

37. Regarding Claim 24, the Product includes a third tower which communicates with the local hub and has a defined third coverage area. See <https://www.radioreference.com/apps/db/?sid=8649>. The first, second, and third towers are configured and arranged such that communications with the first tower are transmitted to both the second and third towers at substantially the same time.

38. Defendant's actions complained of herein will continue unless Defendant is enjoined by this court.

39. Defendant's actions complained of herein are causing irreparable harm and monetary damage to Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

40. Plaintiff is in compliance with 35 U.S.C. § 287.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff asks the Court to:

(a) Enter judgment for Plaintiff on this Complaint on all causes of action asserted herein;

(b) Award Plaintiff past and future damages, costs, and expenses resulting from Defendant's infringement in accordance with 35 U.S.C. § 284;

(c) Award Plaintiff pre-judgment and post-judgment interest and costs;

(d) That this case be declared exceptional and Plaintiff be awarded its costs, expenses, and reasonable attorneys' fees in this action pursuant to 35 U.S.C. § 285; and

(e) Award Plaintiff such further relief to which the Court finds Plaintiff entitled under law or equity.

Dated: November 8, 2018

Respectfully submitted,

*/s/Jay Johnson*

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**ATTORNEYS FOR PLAINTIFF**

## **EXHIBIT A**

## **EXHIBIT B**