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THE PARTIES

2. Plaintiff SecureNova is a limited liability company organized under the laws of the state of Texas with its principal place of business at 2500 Dallas Parkway, Suite 260, Plano, Texas 75093.

3. On information and belief, Samsung Electronics Co., Ltd. (“Samsung Electronics”) is a corporation organized and existing under the laws of South Korea with its principal place of business 416 Maetan-3dong, Yeongtong-gu, Suwon-City, Gyeonggi-do, Korea 443-742. Upon information and belief, Samsung Electronics conducts business in the United States through its wholly owned subsidiaries, the relevant ones of which are also names defendants in this action.

4. On information and belief, Samsung Electronics America, Inc. (“SEA”) is a New York corporation with its principal place at 85 Challenger Road, Ridgefield Park, New Jersey 07660. SEA can be served with process through its agent CT Corporation System, 111 8th Avenue, New York, New York 10011.

5. On information and belief, Samsung Telecommunications America, LLC (“STA”) is a Delaware limited liability company with its principal place at 1301 E. Lookout Drive, Richardson, Texas 75082. STA can be served with process through its agent Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. Defendant STA is a wholly owned subsidiary of Defendant SEA.

6. Defendants are in the business of making, using, selling, offering to sell and/or importing devices which enable secondary communication devices to receive communication services.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338(a) because the action arises under the patent laws of the United States, 35 U.S.C. §§ 1 *et seq.*

8. This Court has personal jurisdiction over Defendants by virtue of their systematic and continuous contacts with this jurisdiction, as well as because of the injury to SecureNova and the cause of action SecureNova has raised, as alleged herein.

9. Defendants are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long-Arm Statute, due to at least their substantial business in this forum, including: (i) at least a portion of the infringement alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in this District.

10. Defendants have conducted and do conduct business within this District, directly or through intermediaries, resellers, agents, or offer to sell, sell, and/or advertise (including the use of interactive web pages with promotional material) devices in this District that infringe U.S. Patent No. 7,792,482 (the "'482 Patent" or the "Asserted Patent").

11. In addition to Defendants' continuously and systematically conducting business in this District, the causes of action against Defendants are connected (but not limited) to Defendants' purposeful acts committed in this District, including Defendants' making, using, importing, offering to sell, or selling devices which include features that fall within the scope of at least one claim of the Asserted Patent.

12. Venue lies in this District under 28 U.S.C. §§1391 and 1400(b) because, among other reasons, Defendants are subject to personal jurisdiction in this District, and have committed and continue to commit acts of patent infringement in this District. For example, Defendants have used, sold, offered to sell, and/or imported infringing devices in this District.

THE PATENT-IN-SUIT

The '482 Patent

13. On September 7, 2010 the USPTO duly and legally issued the '482 Patent, entitled "Communication Service Subscription Management" after a full and fair examination to inventors Glenn A. Walker, Joseph R. Dockemeyer, Jr., Michael L. Hiatt, Jr., Harry Diamond, and Linda L. Miner. SecureNova is presently the owner by assignment of the '482 Patent, having received all rights, title, and interest in and to the '482 Patent. SecureNova possesses all rights of recovery under the '482 Patent, including the exclusive right to recover for past infringement. A true and correct copy of the '482 Patent is attached to this Complaint as Exhibit A.

DESCRIPTION OF THE ACCUSED INFRINGEMENT

14. Defendant uses, sells, offers to sell and/or imports into the United States devices which perform a computer implemented method that enables secondary communication devices to receive communication services (the "Accused Products"). These Accused Products also include a processor-readable medium having processor-executable instructions for enabling secondary communication device to receive communication services. For example, the Samsung Galaxy Note II serves as a portable hotspot device allowing sharing of its cellular

internet connection with other devices in the process of performing a method to enable a secondary communication device to receive communication services.

COUNT I: INFRINGEMENT OF THE '482 PATENT

15. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1-14.

16. In violation of 35 U.S.C. § 271, Samsung is now, and has been directly infringing and/or inducing infringement of the '482 Patent.

17. Defendants have had knowledge of infringement of the '482 Patent at least as of the service of the present complaint.

18. Samsung has directly infringed and continues to directly infringe at least one claim of the '482 Patent by making, using, importing, offering to sell, and/or selling devices, such as the Samsung Galaxy Note II, without authority in the United States, and will continue to do so unless enjoined by this Court. As a direct and proximate result of Samsung's direct infringement of the '482 Patent, Plaintiff has been and continues to be damaged.

19. Samsung has indirectly infringed and continues to indirectly infringe at least one claim of the '482 Patent by actively inducing their respective customers, users, and/or licensees to directly infringe by using, selling, offering to sell and/or import devices, such as the Samsung Galaxy Note II. Samsung engaged or will have engaged in such inducement having knowledge of the '482 Patent. Furthermore, Samsung knew or should have known that its action would induce direct infringement by others and intended that its actions would induce direct infringement by others. For example, Samsung makes, sells, offers to sell and advertises devices, such as the Samsung Galaxy Note II, in Texas specifically intending that its customers buy and use said devices. Furthermore, the Samsung Galaxy Note II includes a User Manual that

instructs, among others, its customers, users, and licensees to perform the computer implemented method disclosed in the '482 Patent. Defendants' customers, users, and/or licensees perform said method when they use the Samsung Galaxy Note II.

20. Samsung has contributorily infringed and continues to contributorily infringe at least one claim of the '482 Patent by selling and/or offering to sell devices, such as the Samsung Galaxy Note II, whose mobile hotspot feature is not a staple article of commerce and has no substantial non-infringing uses. Samsung has done this with knowledge of the '482 Patent and knowledge that this component constitutes a material part of the invention claimed in the '482 Patent. Samsung engaged or will have engaged in such contributory infringement having knowledge of the '482 Patent. As a direct and proximate result of Samsung's contributory infringement of the '482 Patent, Plaintiff has been and continues to be damaged.

21. To the extent that facts learned in discovery show that Defendants' infringement of the '482 Patent is or has been willful, SecureNova reserves the right to request such a finding at the time of trial.

22. As a result of Defendants' infringement of the '482 Patent, SecureNova has suffered monetary damages and is entitled to a monetary judgment in an amount adequate to compensate for Defendants' past infringement, together with interests and costs.

23. SecureNova will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court. As such, SecureNova is entitled to compensation for any continuing or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement.

DEMAND FOR JURY TRIAL

24. SecureNova demands a trial by jury as to all issues that are triable by a jury in this action.

PRAYER FOR RELIEF

WHEREFORE, SecureNova prays for the following relief:

- A. That Defendants be adjudged to have infringed the Asserted Patent, directly and/or indirectly, by way of inducement and/or contributory infringement, literally and/or under the doctrine of equivalents;
- B. That Defendants, their officers, directors, agents, servants, employees, attorneys, affiliates, divisions, branches, parents, and those persons in active concert or participation with any of them, be permanently enjoined from infringing the Asserted Patent;
- C. An award of damages pursuant to 35 U.S.C. §284 sufficient to compensate SecureNova for the Defendants' past infringement and any continuing or future infringement up until the date that Defendants are finally and permanently enjoined from further infringement, including compensatory damages;
- D. An assessment of pre-judgment and post-judgment interest and costs against Defendants, together with an award of such interest and costs, in accordance with 35 U.S.C. §284;
- E. That Defendants be directed to pay enhanced damages, including SecureNova's attorneys' fees incurred in connection with this lawsuit pursuant to 35 U.S.C. §285; and
- F. That SecureNova have such other and further relief as this Court may deem just and proper.

Dated: November 1, 2013

Respectfully Submitted,

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**ATTORNEYS FOR PLAINTIFF
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