

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

NORMAN IP HOLDINGS, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 6:13-cv-384-LED-JDL
	§	
	§	
TP-LINK TECHNOLOGIES, CO., ET AL.	§	<b>LEAD CASE</b>
	§	
Defendants.	§	Civil Action No. 6:13-cv-394-LED-JDL
	§	
	§	

**FIRST AMENDED COMPLAINT**

Norman IP Holdings, LLC (“Norman”), by and through its attorneys, for its First Amended Complaint against Defendant Crestron Electronics, Inc. (“Crestron” or “Defendant”), hereby alleges as follows:

**I. NATURE OF THE ACTION**

1. This is a patent infringement action to end Defendant’s unauthorized and infringing manufacture, use, sale, offering for sale, and/or importation of methods and products incorporating Plaintiff Norman’s patented inventions.

2. Norman is owner of all right, title, and interest in and to United States Patent No. 5,592,555 (the “555 Patent”), issued January 7, 1997, for “Wireless Communications Privacy Method and System.” A true and correct copy of the ‘555 Patent is attached hereto as Exhibit 1.

3. Defendant manufactures, provides, sells, offers for sale, imports, and/or distributes infringing products and services; and/or induces others to make and use its products

and services in an infringing manner, including their customers, who directly infringe the '555 Patent.

4. Plaintiff Norman seeks injunctive relief to prevent Defendant from continuing infringement of Plaintiff's valuable patent rights. Plaintiff Norman further seeks monetary damages and prejudgment interest for Defendant's past infringement of the '555 Patent.

## **II. THE PARTIES**

5. Plaintiff Norman is a corporation organized and existing under the laws of the State of Texas, with its principal place of business located at 100 E. Ferguson, Suite 900, Tyler, Texas 75702.

6. Upon information and belief, Crestron Electronics, Inc. is a New Jersey corporation with its principal place of business located at 15 Volvo Drive Rockleigh, New Jersey 07647. Upon information and belief, Crestron Electronics, Inc. is authorized to do business in Texas and has appointed Corporation Service Company d/b/a/ CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701 as its agent for service of process.

## **III. JURISDICTION AND VENUE**

7. This is an action for patent infringement which arises under the Patent Laws of the United States, in particular, 35 U.S.C. §§271, 281, 283, 284, and 285. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1338(a).

8. This Court has personal jurisdiction over Defendant, and venue is proper in this Court pursuant to 28 U.S.C. §§1391(b), (c), and 1400.

## **IV. PLAINTIFF'S '555 PATENT**

9. The '555 Patent discloses a system and method for processing and securing

communication signals over a wireless communications network. An enciphering algorithm may be programmatically selected and applied to the signals for secure transmission.

10. Norman has obtained all substantial right and interest to the '555 Patent, including all rights to recover for all past and future infringements thereof.

## **VI. DEFENDANT'S ACTS**

11. Crestron manufactures, provides, sells, offers for sale, and/or distributes infringing systems. Examples of infringing products include Creston's wireless touch screen devices with wireless functionality compliant with IEEE 802.11 and IEEE 802.15.4/Zigbee security standards (*e.g.*, those incorporating Freescale and Ember wireless chipsets), as well as products with embedded processors (*e.g.*, ARM9, ARM11, Cortex-A and Cortex-M, PowerPC, or MIPS32) and multicore-SOCs using such processors (*e.g.*, Freescale iMX family), and all substantially similar products.

12. Crestron identifies the infringing products as compliant with IEEE 802.11 and/or IEEE 802.15.4. IEEE 802.11 provides, *inter alia*, for the programmatic selection from among a plurality of wireless security algorithms, including for example WPA1, WPA2, TKIP, EAP and/or LEAP, in accordance with the asserted claims of the '555 Patent. Similar programmatic selection is present in the infringing products held out by Crestron as compliant with IEEE 802.15.4/Zigbee. *See, e.g.*, 802.15.4-2003, §7.6.

13. Accordingly, with knowledge of the '555 Patent, Crestron has intended infringing acts in accordance with the foregoing standards, and provided services, specifications, and instructions for the installation and infringing operation of such systems to its customers, who directly infringe.

14. Further with respect to the '555 Patent, Crestron intentionally implements

relevant provisions of the IEEE 802.11 specification relating to wireless security. Crestron specifies wireless controllers that are compliant with these aspects of IEEE 802.11. The subject controllers are designed and manufactured to operate in a manner which infringes the '555 Patent during normal operation. Crestron installs those controllers so as to operate in an infringing manner. The infringing controllers have no substantial non-infringing uses.

15. Crestron has had knowledge of the '555 Patent at least since its having been served written notice on March 25, 2013. A true and correct copy of the written notice is attached hereto as Exhibit 2. A true and correct copy of the return receipt of the written notice is attached hereto as Exhibit 3.

16. With knowledge of the '555 Patent, Crestron has provided and continues to provide related services, specifications, and instructions for the installation and infringing operation of such systems to the customers of its products, who directly infringe through the operation of those products.

17. With knowledge of the '555 Patent, Crestron has purposefully and voluntarily placed infringing products in the stream of commerce with the expectation that its products will be purchased by customers in the Eastern District of Texas.

18. Through its actions, Crestron has infringed the '555 Patent and actively induced others to infringe the '555 Patent throughout the United States, including by customers within the Eastern District of Texas.

19. Norman has been and will continue to suffer damages as a result of Defendant Crestron's infringing acts unless and until enjoined.

**COUNT ONE**  
**PATENT INFRINGEMENT—U.S. PATENT NO. 5,592,555**

20. Plaintiff Norman realleges and incorporates herein paragraphs 1–19.

21. Defendant has infringed the '555 Patent.

22. Defendant has indirectly infringed the '555 Patent by inducing the infringement of the '555 Patent.

23. Upon information and belief, Defendant has jointly infringed the '555 Patent, including by controlling and/or directing others to perform one or more of the claimed method steps.

24. Defendant's aforementioned acts have caused damage to Norman and will continue to do so unless and until enjoined.

#### **VII. JURY DEMAND**

25. Plaintiff Norman hereby demands a jury on all issues so triable.

#### **VIII. REQUEST FOR RELIEF**

WHEREFORE, Plaintiff Norman respectfully requests that the Court:

- A. Enter judgment that Defendant infringes one or more claims of the '555 Patent literally and/or under the doctrine of equivalents;
- B. Permanently enjoin Defendant, its agents, servants, and employees, and all those in privity with Defendant or in active concert and participation with Defendant, from engaging in acts of infringement of the '555 Patent;
- C. Award Plaintiff Norman past and future damages together with prejudgment and post-judgment interest to compensate for the infringement by Defendant of the '555 Patent in accordance with 35 U.S.C. §284, and increase such award by up to three times the amount found or assessed in accordance with 35 U.S.C. §284;
- D. Declare this case exceptional pursuant to 35 U.S.C. §285; and
- E. Award Plaintiff Norman its costs, disbursements, attorneys' fees, and such further and additional relief as is deemed appropriate by this Court.

Respectfully submitted,

Dated: March 19, 2014

By: /s/ Adam G. Price  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to FED. R. Civ. P. 5(d) and Local Rule CV-5(d) and (e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email, on this the 19<sup>th</sup> day of March, 2014.

/s/ Adam G. Price  
Adam G. Price