

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

CRYSTAL MOUNTAIN
COMMUNICATIONS, LLC,

Plaintiff,

v.

D-LINK CORPORATION,

Defendant.

CIVIL ACTION NO. 4:24-cv-99

ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Crystal Mountain Communications, LLC (“CMC” or “Plaintiff”) files this original complaint against Defendant D-Link Corporation (“D-Link”) alleging, based on its own knowledge as to itself and its own actions and based on information and belief as to all other matters, as follows:

PARTIES

1. CMC is a limited liability company formed under the laws of the State of Texas, with a registered address of 17350 State Hwy 249, Ste 220, Houston, TX 77064.

2. D-Link Corporation is a corporation duly organized and existing under the laws of Taiwan, with a place of business located at No. 289, Xinhua 3rd Road, Neihu District, Taipei, 11494 Taiwan. D-Link may also be served with process by serving the Texas Secretary of State, 1019 Brazos Street, Austin, Texas 78701, as its agent for service because it engages in business in Texas but has not designated or maintained a resident agent for service of process or a regular place of business in Texas as required by statute. This action arises out of that business.

JURISDICTION AND VENUE

3. This is an action for infringement of United States patents arising under 35 U.S.C. §§ 271, 281, and 284–85, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. § 1331 and § 1338(a).

4. This Court has personal jurisdiction over D-Link pursuant to due process and/or the Texas Long Arm Statute because, inter alia, (i) D-Link has done and continues to do business in Texas; and (ii) D-Link has committed and continues to commit acts of patent infringement in the State of Texas, including making, using, offering to sell, and/or selling accused products in Texas, and/or importing accused products into Texas, including by Internet sales and sales via retail and wholesale stores, inducing others to commit acts of patent infringement in Texas, and/or committing a least a portion of any other infringements alleged herein. In the alternative, D-Link is subject to this Court’s specific personal jurisdiction consistent with the principles of due process and the Federal Long-Arm Statute of Fed. R. Civ. P. 4(k)(2) because: (1) it has substantial contacts with the United States and committed and/or induced acts of patent infringement in the United States; and (2) it is not subject to jurisdiction in any state’s courts of general jurisdiction.

5. Venue is proper as to D-Link because it is organized under the laws of a foreign jurisdiction. 28 U.S.C. § 1391(c)(3) provides that “a defendant not resident in the United States may be sued in any judicial district, and the joinder of such a defendant shall be disregarded in determining where the action may be brought with respect to other defendants.” *See also In re HTC Corp.*, 889 F.3d 1349 (Fed. Cir. 2018).

BACKGROUND

6. U.S. Patent No. 7,103,313 (“the ’313 Patent”), titled “Automatic Determination of Access Point Content and Services for Short-Range Wireless Terminals,” teaches methods for the automatic determination of access point content and services.

7. U.S. Patent No. 7,266,121 (“the ’121 Patent”), titled “Flow Labels” teaches methods and systems for allocating a flow label for a packet data flow.

8. U.S. Patent No. 7,746,824 (“the ’824 Patent”), titled “Method and Apparatus for Establishing Multiple Bandwidth-Limited Connections for a Communication Device,” teaches methods and systems for establishing multiple bandwidth-limited connections for a communication device.

COUNT I: DIRECT INFRINGEMENT OF U.S. PATENT NO. 7,103,313

9. On September 5, 2006, the ’313 Patent was duly and legally issued by the United States Patent and Trademark Office for an invention entitled “Automatic Determination of Access Point Content and Services for Short-Range Wireless Terminals.”

10. CMC is the owner of the ’313 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the ’313 Patent against infringers, and to collect damages for all relevant times.

11. D-Link made, had made, used, imported, provided, supplied, distributed, sold, and/or offered various devices with WiFi capabilities. For example, D-Link makes, uses, and sells access points that support WiFi 6. D-Link’s devices with WiFi 6 capability include software and hardware on the devices that implement the inventions claimed in the ’313 Patent.

12. By doing so, D-Link has directly infringed (literally and/or under the doctrine of equivalents) at least Claim 1 of the ’313 Patent. The infringing activities in this regard are ongoing.

13. The Accused Products include all D-Link products that comply with the 802.11 - 2012 Standard (and subsequent standards that are backwards compatible with such standard).

14. CMC has been damaged as a result of the infringing conduct by D-Link. Thus, D-Link is liable to CMC in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

15. CMC and/or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '313 Patent.

16. Exhibit A sets forth CMC's illustrative claim chart for claim 1 of the '313 Patent.

COUNT II: DIRECT INFRINGEMENT OF U.S. PATENT NO. 7,266,121

17. On September 4, 2007, the '121 Patent was duly and legally issued by the United States Patent and Trademark Office for an invention entitled "Flow Labels."

18. CMC is the owner of the '121 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '121 Patent against infringers, and to collect damages for all relevant times.

19. D-Link made, had made, used, imported, provided, supplied, distributed, sold, and/or offered various devices with WiFi capabilities. For example, D-Link makes, uses, and sells access points that support WiFi 6. D-Link's devices with WiFi 6 capability include software and hardware on the devices that implement the inventions claimed in the '121 Patent.

20. By doing so, D-Link has directly infringed (literally and/or under the doctrine of equivalents) at least Claim 1 of the '121 Patent. The infringing activities in this regard are ongoing.

21. The Accused Products include all D-Link products that comply with the 802.11n - 2009 Standard (and subsequent standards that are backwards compatible with such standard).

22. CMC has been damaged as a result of the infringing conduct by D-Link. Thus, D-Link is liable to CMC in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

23. CMC and/or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '121 Patent.

24. Exhibit B sets forth CMC's illustrative claim chart for claim 1 of the '121 Patent.

COUNT III: DIRECT INFRINGEMENT OF U.S. PATENT NO. 7,746,824

25. On June 29, 2010, the '824 Patent was duly and legally issued by the United States Patent and Trademark Office for an invention entitled "Method and Apparatus for Establishing Multiple Bandwidth-Limited Connections for a Communication Device."

26. CMC is the owner of the '824 Patent, with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '824 Patent against infringers, and to collect damages for all relevant times.

27. D-Link made, had made, used, imported, provided, supplied, distributed, sold, and/or offered various devices utilizing a 5G Modem. For example, D-Link makes, uses, and sells access points that include a 5G Modem. D-Link's devices with 5G Modems include software and hardware on the devices that implement the inventions claimed in the '824 Patent.

28. By doing so, D-Link has directly infringed (literally and/or under the doctrine of equivalents) at least Claim 21 of the '824 Patent. The infringing activities in this regard are ongoing.

29. The Accused Products include all D-Link products that include 802.11ax and/or 4G and/or 5G Modem.

30. CMC has been damaged as a result of the infringing conduct by D-Link. Thus, D-Link is liable to CMC in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

31. CMC and/or its predecessors-in-interest have satisfied all statutory obligations required to collect pre-filing damages for the full period allowed by law for infringement of the '824 Patent.

32. Exhibit C and Exhibit D set forth CMC's illustrative claim chart for claim 21 of the '824 Patent.

ADDITIONAL ALLEGATIONS REGARDING INFRINGEMENT

33. D-Link has also directly infringed the '313, '121, and '824 Patents by exercising direction or control over the use of the accused products by its customers. When D-Link's customers use the accused products, D-Link is putting the accused products into service and conditions the benefit received by each customer from using the accused products (which utilize the methods taught by the '313, '121, and '824 Patents). Use of the accused products in such manner infringes the '313, '121, and '824 Patents.

34. D-Link has also indirectly infringed the '313, '121, and '824 Patents by inducing others to directly infringe these patents. D-Link has induced the end-users, D-Link's customers, to directly infringe (literally and/or under the doctrine of equivalents) the '313, '121, and '824 Patents by using the accused products. D-Link took active steps, directly and/or through contractual relationships with others, with the specific intent to cause them to use the accused products in a manner that infringes Claim 1 of the '313 Patent, Claim 1 of the '121 Patent, and

Claim 21 of the '824 Patent. Such steps by D-Link included, among other things, advising or directing customers and end-users to use the accused products in an infringing manner; advertising and promoting the use of the accused products in an infringing manner; and/or distributing instructions that guide users to use the accused products in an infringing manner. D-Link is performing these steps, which constitute induced infringement with the knowledge of the '313, '121, and '824 Patents and with the knowledge that the induced acts constitute infringement. D-Link is aware that the normal and customary use of the accused products by D-Link's customers would infringe the '313, '121, and '824 Patents. D-Link's inducement is ongoing.

35. D-Link has also indirectly infringed by contributing to the infringement of the '313, '121, and '824 Patents. D-Link has contributed to the direct infringement of the '313, '121, and '824 Patents by the end-user of the accused products. The accused products have special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe Claim 1 of the '313 Patent, Claim 1 of the '121 Patent, and Claim 21 of the '824 Patent. The special features constitute a material part of the invention of one or more of the claims of the '313, '121, and '824 Patents and are not staple articles of commerce suitable for substantial non-infringing use. D-Link's contributory infringement is ongoing.

36. D-Link has knowledge of the '313, '121, and '824 Patents at least as of the date when it was notified of the filing of this action.

37. Furthermore, on information and belief, D-Link has a policy or practice of not reviewing the patents of others (including instructing its employees to not review the patents of others), and thus has been willfully blind of CMC's patent rights.

38. D-Link's actions are at least objectively reckless as to the risk of infringing a valid patent and this objective risk was either known or should have been known by D-Link. D-Link's direct and indirect infringement one or more of the '313, '121, and '824 Patents is, has been, and continues to be willful, intentional, deliberate, and/or in conscious disregard of CMC's rights under the patent.

39. CMC has been damaged as a result of the infringing conduct by defendant alleged above. Thus, D-Link is liable to CMC in an amount that adequately compensates it for such infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

JURY DEMAND

CMC hereby requests a trial by jury on all issues so triable by right.

PRAYER FOR RELIEF

CMC requests that the Court find in its favor and against D-Link, and that the Court grant CMC the following relief:

a. Judgment that one or more claims of the '313, '121, and '824 Patents have been infringed, either literally and/or under the doctrine of equivalents, by D-Link and/or all others acting in concert therewith;

b. A permanent injunction enjoining D-Link and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in concert therewith from infringement of one or more of the '313, '121, and '824 Patents; or, in the alternative, an award of a reasonable ongoing royalty for future infringement of one or more of the '313, '121, and '824 Patents by such entities;

c. Judgment that D-Link account for and pay to CMC all damages to and costs incurred by CMC because of D-Link's infringing activities and other conduct complained of

herein, including an award of all increased damages to which CMC is entitled under 35 U.S.C. § 284;

d. That CMC be granted pre-judgment and post-judgment interest on the damages caused by D-Link's infringing activities and other conduct complained of herein;

e. That this Court declare this an exceptional case and award CMC its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

f. That CMC be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: February 5, 2024

Respectfully submitted,

/s/ Zachariah S. Harrington

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