UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NETWORK APPS, LLC, a Washington limited liability company; KYLE SCHEI, an individual; and JOHN WANTZ, an individual; Plaintiffs, -against- AT&T INC., a Delaware corporation; AT&T CORP., a New York corporation; AT&T MOBILITY LLC, a Delaware limited liability company; and AT&T SERVICES, INC., a Delaware corporation; Defendants.	Civil Action No. 21-cv-00718-KPF **AMENDED COMPLAINT FOR: BREACH OF CONTRACT, PATENT INFRINGEMENT, AND CORRECTION OF INVENTORSHIP** **DEMAND FOR JURY TRIAL**

Plaintiffs Network Apps, LLC ("Network Apps"), Kyle Schei, and John Wantz, for their Amended Complaint against Defendants AT&T Inc., AT&T Corp., AT&T Mobility LLC and AT&T Services, Inc. (all collectively referred to as "Defendants" or "AT&T"), allege as follows:

I. INTRODUCTION

1. Nowadays, we think nothing of the fact that our smart phones ring, and we can answer the call on our iPad or Apple Watch. But if we paused to reflect, we would conclude that the technology is astonishing. Think of it! Your cell phone rings *at home*, and you can answer the same call on your smartwatch, *while jogging.* And you can even make calls from that same watch or phone, and those calls appear to come from the same phone number. In fact, all of your devices appear to have a common number, no matter how far apart your devices happen to be. Just a few years ago, tablets and smartwatches were new technology. When they first appeared on the market, they did not work in sync. Each device had its own SIM card and its own number. If you

wanted to receive calls on your smartwatch, you would need to connect your smartwatch to a cell phone within close proximity or teach someone a different phone number to call. AT&T, and its Fortune 100 network providers like Cisco, Ericsson, and Alcatel Lucent (now Nokia), could not solve this problem. Someone had to develop the system necessary to handle phone calls so that the same call would reach each device. With respect to AT&T's services, that "someone" was Plaintiffs Kyle Schei, John Wantz, and their company Mya Number (now Network Apps).

2. This is not a case where Plaintiffs invented some technology that was then locked away, moldering in a drawer, and AT&T "somehow" found that technology and stole it. No. Here, the parties had a relationship. AT&T knew of Plaintiffs' expertise and existing product platform. AT&T sought out Plaintiffs *to solve this very problem* – how do we sync up a customer's smart devices so that they can use a single phone number? AT&T entered into nondisclosure, development and licensing agreements with Mya Number. AT&T was so eager to be first to market with this new, "twinning" technology that AT&T agreed that Mya Number would own all the intellectual property rights associated with the technology that Mya Number would license, extend, and make available. AT&T even agreed to pay Mya Number a royalty of $1 per user per month, plus certain maintenance fees.

3. Plaintiffs set to work. They devoted thousands of man-hours to the project, and they developed a workable, elegant "Twinning Solution." With this solution, AT&T would delegate control to a new over-the-top network created by Mya Number to handle the call controls for grouped or "Twinned" numbers. Plaintiffs demonstrated the concept with considerable technological success.

4. But AT&T gasped, not because it worked so well (which it did) but because AT&T's business people realized: (i) the market for tablets and smartwatches was exploding; (ii)

the royalty AT&T had agreed to pay Mya Number would cost AT&T a fortune; and (iii) AT&T would not even own the technology. AT&T tried desperately to retrieve the situation. AT&T sent four different teams of lawyers in succession to meet with Plaintiffs in an effort to persuade them to reduce their royalty and transfer ownership of the technology to AT&T. Plaintiffs were resolute – a deal was a deal.

5. AT&T resorted to force. AT&T told Plaintiffs that it was through with them. Approximately one year later, AT&T came out with its "own" solution, "Numbersync." The problem is that the AT&T solution uses the same concept and architecture as Plaintiffs' "Twinning Solution," and the purported "inventors" of AT&T's solution are the very AT&T personnel who liaised with Plaintiffs, while they developed their "Twinning Solution." In fact, AT&T's solution *is* Plaintiffs' solution with some cosmetic changes. Now, however, AT&T is selling "its" solution to hundreds of thousands of customers each month, in violation of Plaintiffs' patent rights and without compensating Plaintiffs under Mya Number's royalty agreement.

6. By means of the present action, Plaintiffs seek to recover from AT&T for breach of contract and patent infringement. Given AT&T's over 170 million subscribers, and the fact that AT&T has failed to pay royalties since October of 2015, Plaintiffs estimate the damages to be in excess of $450 million.

II. THE PARTIES

7. Plaintiff Network Apps is a Washington limited liability company with its principal place of business in Seattle, Washington. Network Apps is the assignee and owner of all the assets, including the confidential and proprietary information, trade secrets, patents, contracts, and claims (collectively "Assets") previously owned by Mya Number. The managing members of Network Apps are Kyle Schei and John Wantz (collectively the "Inventors").

8. Plaintiff Kyle Schei is an individual residing in the State of Washington.

9. Plaintiff John Wantz is an individual residing in the State of Texas.

10. Upon information and belief, Defendant AT&T Inc. is a Delaware corporation with its principal place of business at 208 S. Akard Street, Dallas, Texas 75202.

11. Upon information and belief, Defendant AT&T Corp. is a New York corporation, with its principal place of business at One AT&T Way, Bedminster, New Jersey 07921, and a wholly owned subsidiary of AT&T Inc. Upon information and belief, AT&T Corp. does business under at least the following names: AT&T Mobility LLC and AT&T Services, Inc.

12. Upon information and belief, Defendant AT&T Mobility LLC is a Delaware limited liability company, with its principal place of business at 1025 Lenox Park Blvd. NE, Atlanta, Georgia 30319, and a wholly owned subsidiary of AT&T Inc.

13. Upon information and belief, Defendant AT&T Services, Inc. ("AT&T Services") is a Delaware corporation, with its principal place of business at 208 S. Akard Street, Dallas, Texas 75202, and a wholly owned subsidiary of AT&T Inc.

III. JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over the patent claims under 28 U.S.C. § 1331, § 1332 and § 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq*.

15. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiffs' breach of contract claims because Plaintiffs' claims are so related to the claims within the Court's original jurisdiction that they form part of the same case or controversy under Article 3 of the U.S. Constitution.

16. Upon information and belief, at all times herein mentioned, there existed a unity of interest between AT&T Inc. and its subsidiaries, including but not limited to 100% ownership and control, common directors, officers, and managers, and participation in a common scheme of

marketing, advertising, and sale of the technology in issue in this case, that any individuality and separateness between said Defendants has ceased, and each of the Defendants is the alter ego of the other Defendants, and adherence to the fiction of the separate existence of the Defendants would permit an abuse of the corporate privilege and sanction fraud and promote injustice.

17. Upon information and belief, at all times herein mentioned, each of the Defendants was the agent and representative of the other Defendants, acting within the purpose and scope of said agency and representation, and each of the Defendants authorized and ratified the conduct of each of the other Defendants herein alleged.

18. This Court has personal jurisdiction over Defendants, because: Defendants conduct business in this District and have committed acts of infringement in violation of 35 U.S.C. § 271 in this District, and/or Defendants have consented to personal jurisdiction within this District by means of the contracts in issue.

19. Venue is proper under 28 U.S.C. § 1400 for the patent claim because Defendants have a regular and established place of business in this District and have committed acts of infringement in the District.

20. Venue is proper and convenient under 28 U.S.C. § 1391(b) for the contract claims because Defendants have consented to suit in this District by means of the contracts in issue.

21. Joinder of Defendants in this case is proper under 35 U.S.C. § 299 because Defendants act jointly and collectively to offer for sale, sell, use, and induce the use of infringing AT&T-branded products and services. At least some of Plaintiffs' right to relief is joint, several and/or in the alternative against Defendants and is with respect to or arises from the same transaction, occurrence, or series of transactions or occurrences relating to the same accused products and processes. The claims against Defendants share an aggregate of operative facts, and

common questions of fact will arise in this action, including: the design and creation of Plaintiffs' Twinning Solution and affiliated technology, the design and creation of the accused intellectual property; Defendants' collective actions in offering for sale, selling and using the accused processes; and Defendants' collective actions to induce customers to use the intellectual property in question.

IV. FACTUAL ALLEGATIONS

Mr. Schei and Mr. Wantz Found Mya Number and Successfully Develop Several Interesting Telephone Technologies

22. Mr. Schei and Mr. Wantz are Seattle natives and college friends. They have collaborated to create and manage a number of technology startups, including among others Mya Number, Corp. (previously Mya Number, LLC) ("Mya Number"). (Mya Number is now an inactive Washington corporation, having previously transferred all of its Assets to Plaintiff Network Apps.) Mya Number successfully developed and brought to market an internet protocol multimedia subsystem, or phone call management system, called myaNumber-for-Families™, which allows an unsophisticated user, such as a child or senior citizen to reach someone for help. Using myaNumber-for-Families™, the caller has to remember only a single telephone number. Calling that number would then place calls to successive recipients in a predefined order. For example, a child's phone might first ring one parent's phone, and then the other, and then a nanny or grandparent, and then possibly the family doctor, if no one else answered first. Or, at the user's option, the chosen numbers could ring all at once. After the calls were placed, an email and text message report would be sent to each of the chosen phone numbers.

23. Mya Number also developed myaNumber-autoMode™, a product designed to keep new drivers safe. For a mobile phone using myaNumber-autoMode™, if the mobile phone detected that it was traveling at or above a certain speed (indicating that the owner was driving),

the text message and voice call functions on the mobile phone would be suspended until its speed was reduced. The phone would also generate a text and/or email notification that would be sent to the parent's phone number.

AT&T Takes An Interest in Mr. Schei And Mr. Wantz And Their Mya Number Technology

24. Based on their successful track record, AT&T took an interest in Mr. Schei and Mr. Wantz and their Mya Number technology. AT&T asked them to integrate myaNumber-for-Families™ into AT&T's own telecommunications offerings. For this purpose, on November 28, 2012, AT&T and Mya Number entered into a Limited Application Programming Interface Usage Agreement (the "Interface Agreement"). The Interface Agreement provides, among other things, that each party's use of the other's confidential information was strictly limited to fulfilling the purposes of the project. Moreover, the Interface Agreement specifies that each party retains exclusive rights to any exchanged information or technologies. The Interface Agreement also provides that it binds AT&T's affiliates.

25. AT&T also asked Mya Number to participate as a "Showcase Developer" at various marketing events. These events were intended to demonstrate how third-party developers could create applications that would integrate with AT&T's own telecommunications offerings. Among such events, in 2012, AT&T asked Mya Number to present during an executive keynote presentation at the AT&T Developer Summit in Las Vegas held in conjunction with the Consumer Electronics Expo in Las Vegas—the preeminent event for marketing new and upcoming consumer technology.

26. During the integration of myaNumber-for-FamiliesTM into AT&T's cellular network, Mya Number learned that although AT&T was representing to AT&T shareholders and marketing to the general public that AT&T had functioning APIs (application programming

interfaces) of the type that would allow third-parties like Mya Number to actually integrate their products into AT&T's network, this was not true.

27. Instead, Mya Number had to utilize APIs created by another company, Tropo, who had previously worked with AT&T.

AT&T Faces Technological Obstacles that Arise with the Growth of Smartwatches and Tablets

28. In the early 2010s, smartwatches were becoming affordable and popular, and tablets were becoming even more so. The problem was that each device had to have its own SIM card to connect to a cellular network, and each SIM card was associated with a unique phone number. This technology was inconvenient for several reasons.

29. For example, a single customer could have three devices, a cellphone, a smartwatch, and a tablet. In turn, each of the devices would have its own individual number. For someone to call a customer's smartwatch, the caller had to dial a phone number unique to that smartwatch. (*See*, *e.g.*, '728 Patent at 1:33-40).

30. This creates a number of problems. First, with the growth of cellphones, individuals are associated with their individual cell phone number. But with multiple devices, it caused and required customers to give their contacts multiple different phone numbers for each of the multiple devices that the customer owned. Second, for a contact to call the customer, they would have to guess and hope that they were calling the appropriate number and device to reach the customer. Or a person would have to cycle through different phone numbers in hopes of reaching the customer on the device that they happened to have in their possession.

31. What was needed was a system that would allow a caller to dial a single number, that for the customer's cellphone, and have the call ring through to a smartwatch or tablet as well.

32. Another problem was faced with outbound calling—people do not answer numbers from unknown phone numbers. Thus, a customer might want to make a call when on a bike ride from their smartwatch, but they could not reasonably expect their contact to answer from the watch's number. This required customers to give out multiple different numbers to be saved by their contacts, which is a cumbersome and unnatural social interaction.

33. What was needed was a system that would allow a customer to call from any device and have the call ring through to their contact as if it came from the customer's primary phone number associated with their cellphone.

34. But AT&T could not solve these myriad problems.

35. Although AT&T is a phone "service provider," it relies on others like Alcatel (now Nokia), Cisco, and Ericsson to actually build out the functionality of its network and telephony system, which at the time was a system of a conventional nature using conventional technology like a "plain old telephone service (e.g., POTS), a global system for mobile communications (e.g., GSM), and a code division multiple access (CDMA)," all of which were known telephony protocols. (*See*, *e.g.*, '728 Patent at.3:41-46). AT&T's network was analog, and these systems were not designed for the integrated, multi-device ecosystem that was emerging with the advent of smartwatches and tablets. AT&T had not launched its "4G LTE" network at the time it was working with Mya Number. AT&T had not deployed a data driven infrastructure. These factors limited AT&T's ability to handle high-volume data and synchronize multiple devices under a single phone number.

36. Given that Alcatel/Nokia, Cisco, and Ericsson actually supply AT&T with the primary backend equipment and network components, AT&T first turned to those providers and asked them to provide a solution to the problems arising from the growing multi-device/multi-

number ecosystem. But AT&T was left wanting. Alcatel/Nokia, Cisco, and Ericsson could not provide a solution, so AT&T looked elsewhere.

37. The problem was that AT&T's telephony network did not have call controls that would allow, for example, a call to one phone number to be routed to a different device. Instead, AT&T's network was essentially a network of "dumb pipes," that could only route a call for a phone number to the device associated with that phone number, and no more. AT&T's network did not have a programable logic layer. The absence of widespread 4G LTE on AT&T's network—which instead relied on traditional, analog-based systems and protocols like POTS, GSM, and CDMA—meant that AT&T's network was not equipped to handle the needs of advanced, high-speed data services and device synchronization. Because of this, not only did AT&T lack the ability to twin a call, it lacked many other functions that may appear routine today—like peering into the call for customer service purposes. There was simply no logic or data-centric infrastructure to do so.

38. Mya Number presented a use case for programmability for calls.

AT&T Asks Mya Number To Develop A Twinning Solution; Several Agreements Are Signed To Facilitate The Project

39. AT&T sought out the new technology it needed from Mya Number. On or about October 7, 2013, Ed Schmit, Executive Director of AT&T Mobility, LLC, and Kari Tillman, another employee of AT&T, contacted Mya Number and asked it to create and license the required technology. *See* Exhibit 3 (email from Ed Schmit). Mya Number agreed to undertake the work. The project would come to be referred to interchangeably as the "Twinning Solution," "NumberSync," "NDA 34," or simply "myaNUMBER" – after the Plaintiffs.

40. As part of the project, AT&T worked with Mya Number to source OEMs to deliver hardware to deploy the intended Twinning Solution. To facilitate this portion of the project,

beginning in or around November 2013, AT&T and Mya Number entered into several three-way non-disclosure agreements ("NDAs") with market-leading hardware OEMs. The NDAs each provide that a party receiving confidential information could "use the Information only as needed for the purposes of the Project." The NDAs also prohibit each receiving party from disclosing the acquired information to third parties.

41. After execution of the NDAs, Mr. Schei and Mr. Wantz kept a number of AT&T employees apprised of Mya Number's progress on the project, including Ed Schmit, Kari Tillman, John Powell (AT&T Lead Channel Marketing Manager), Jeff Bradley (Senior Vice President of AT&T Wireless), Carolyn Billings (Associate Vice President, AT&T Developer Program), Carlton Hill (AT&T Vice President, Device Operations and Developer Services), David Christopher (Chief Marketing Officer of AT&T Mobility). In addition, Mr. Schei and Mr. Wantz kept representatives of the OEMs apprised as well, to facilitate incorporation of the Twinning Solution into the OEM hardware.

Mya Number Develops An Elegant, Commercially Viable Solution

42. Mya Number's efforts proved successful. At its own expense, and under the direction of Mr. Schei and Mr. Wantz, Mya Number designed and developed an elegant, commercially viable, "Twinning Solution."

43. Mya Number's solution enables AT&T to group a user's multiple devices with multiple phone numbers together on its cellular network by delegating partial call control to Mya Number's over-the-top network, which for the first time allowed those various devices to function seamlessly as though they were all associated with a single telephone number, with no distinction to the user or their friends or other callers. Mya Number's over-the-top network layer was independent of AT&T's traditional systems, managing call controls and data routing across devices.

44. Calls emanating from any of the devices appear to emanate from one telephone number. This was a new and surprising result. The recipient of the phone call only knows that the call is from a friend, but there is no differentiation whether the call is from a tablet at home, a cellphone in the car, or a watch on the bike-path.

45. Likewise, Mya Number's new technology created other surprising results. Now, a person's call to a user's primary number could ring through to any grouped device. So while a person might think they are calling a user's cell phone, using Mya Number's new technology allowed the user to answer from his smartwatch at the park (and is able to leave his more bulky phone at home).

46. The Twinning Solution also permits the same grouping for incoming and outgoing text messages with new and useful results. For example, Mya Number's new technology allowed smartwatch users to receive and respond to important texts at the gym, even when their phones were secured in their locker or left at home. Likewise, during a work meeting, a smartwatch user could now casually check an incoming text message on their watch without looking distracted or disrespectful by pulling out their cell phone.

47. Importantly, the Twinning Solution accomplishes this result through the cellular network, so that the devices need not be physically proximate, connected by Bluetooth, or on the same WiFi network. *See* '728 Patent at 1:38-41.

48. How was all of this accomplished given that AT&T was utilizing an analog system of dumb pipes—a simple system of pipes that could only direct calls and messages to preset addresses (phone numbers)?

49. As part of its Twinning Solution, Mya Number created a new over-the-top network to which AT&T delegated or distributed network controls, like call controls. Because AT&T was

running an analog network, Mya Number built its system on top of nascent, digital, Voice over IP (or VoIP), network. If a user had a phone call on their twinned watch, that call actually ran through Mya Number's servers and VoIP network. Unlike AT&T's pre-existing infrastructure, Mya Number's solution was inherently data-driven, leveraging digital technologies to route calls and messages efficiently across multiple devices.

50. This enabled Mya Number to create NumberSync Grouping, Call Delivery, and Messaging Services Platform, as well as software development kits (SDKs)/Android application packages for OEM hardware integration, messaging services, other executable and non-executable code, and an end-user interface to connect the NumberSync Grouping, Call Delivery, and Messaging Services Platform to the AT&T network and the OEM hardware.

51. Mya Number modified the phones, watches, and the AT&T network at large. In doing so, unsurprisingly, new problems were discovered, and Mya Number solved those too. In brief, Mya Number built SDKs and network servers that acted routers to the grouping service, Mya Number created new software protocols and integrated with different operating systems, Mya Number controlled the grouping service so that it could control calls and direct them to any SDK, phone, device, or watch, regardless of its phone number. During this process, Mya Number masks the phone numbers so that users do not need to know or be concerned about multiple numbers from multiple devices. Instead, because of the separation of controls from AT&T to Mya Number, and the masking and redirected calls and messages, AT&T users enjoyed a seamless experience with their phones, watches, and other twinned devices. Mya Number ensured compatibility and seamless operation across AT&T's network.

52. For the first time, cellular users had control of where their calls would go. Mya Number's patented solutions allowed users to configure their system to sync and twin the devices

of their choosing. *See*, *e.g.*, '728 Patent at Claim 4. Likewise, users could also unsync and untwin their devices—e.g., if they got a new phone or watch and needed to change the twinning arrangements. This ability to sync, unsync, twin, untwin, was able to be done at the time of the users' choosing, without the need to involve of AT&T personnel to effectuate the process. Mya Number handled the technology logic and algorithms and rules, and even billing issues to make that possible.

53. Mya Number's work with AT&T began with a focus on Android type phones from Samsung and Windows. In order to create the call control system necessary to twin calls and messages, Mya Number had to newly build several separate types of software—software packages for phones and watches, as well as different software for Mya Number's servers that worked outside of AT&T's network.

54. For the phones and watches, Mya Number designed and built Software Development Kits or SDKs for each respective device. Mya Number built a separate SDKs to support each specific android device—there were numerous different watch SDKs and phone SDKs. These SDKs could be preloaded into the device kernel of software, or it could be downloaded by the user through an App. Mya Number had to create an SDK dialer integration because there was no VoLTE infrastructure to utilize. So a dialer was necessary for Mya Number to pull a call out of AT&T's existing analog network.

55. Mya Number's call management system in the cloud was device agnostic and carrier agnostic. The device SDKs were operating system dependent and had to live on each device—but even those were built so they could be as scalable as possible and be able to be easily added to new devices.

56. For the Mya Number server sitting on top of AT&T's network, Mya Number utilized an enterprise grade server that it programmed as its call control center. Mya Number used numerous programming languages, including the various different native languages required for the user devices. These programming languages included Node.js, Java, C/C++, Samsung Tizen C/C++, and HTML5/Javascript. Its call control center would interact with AT&T's network and the SDKs on the users' phones and watches. Mya Number also utilized a telecommunications hardware switch to intercept and route calls and text messages. *See*, *e.g.*, '728 Patent at 7:18-25 ("For example, a suitable telecommunication switch 204, 206, 208 may be configured to delegate service activity with respect to telephone numbers in the group of telephone numbers to the grouping service 212. . . . For example, a telecommunication switch 204, 206, 208 (FIG. 2) may detect an incoming call.").

57. Using Mya Numbers new technology implementations, for example, a call that would ordinarily be routed into a phone, would instead get intercepted and controlled by Mya Number's software in the SDKs and servers outside of AT&T's network. *See*, *e.g.*, '728 Patent at Claims 11, 12. This process is shown graphically in the flow chart contained in Figure 6 of the '728 Patent. The specification explains that after a request to delegate service activity for a group of telephone numbers (step 604), if the telecommunications switch detects an incoming call for a number whose call controls have been delegated to the grouping service (steps 608, 610, 612) that incoming call may be processed to the grouping service 212 and "service activity processing control may remain delegated for the lifetime of the service activity." *See* '728 Patent at 7:14-40.

58. Mya Number's server and software implemented call controls that using an set of rules created by Mya Number that allow for extensive rules covering every contingency.

59. Mya Number's rules system had to account for the complexities of AT&T's old analog cellular network, that had been built by utilizing and maintaining different generations of cellular technology. *See*, *e.g.*, '728 Patent at 4:57-5:14. For example, twinning a call was not as simple as making a rule whereby "all calls to User X go to both User X's phone and to User X's watch." Instead, MyaNumber's call controls system had to manage hundreds of contingencies: what if the phone is turned off; what if phones or watches were out of cellular coverage; what if the batteries were running low; what if the watch is in a 2G cellular coverage but needs 3G; etc. Based on the rules and call controls, Mya Number would send the calls to the appropriate SDKs on the phones and watches.

60. Mya Number solved these problems and created all of the business and billing rules to make the system commercially viable.

61. Additionally, Mya Number created a completely new interface so that users could manage the settings of their system. Mya Number's user-centric innovation addressed multi-device connectivity challenges that AT&T's infrastructure could not. Using Mya Number's control system, users could provision their own smartwatches onto AT&T's network such that it was responsive to a different phone number from the one on the smartwatch. *See*, *e.g.*, '728 Patent at Claims 17, 19, 20.

62. By creating a user interface or UI management layer that was configured for each device, Mya Number's system enabled users to register addresses, 911 services, location settings, and onboarding workflow without having to go to the AT&T store. *See*, *e.g.*, '728 Patent at 2:65-3:19, 3:65-4:3.

63. In addition to the advanced call controls that were delegated to and built by Mya Number, its system had to handle text messages, which was an entirely different set of protocols.

Android devices used the Stomp protocol for text message services. Stomp required the use of Google Cloud infrastructure, separate from the AWS cloud infrastructure used for call controls. Although the ability to establish a text connection between an Android device and AT&T existed, AT&T had no ability with Android devices to send texts to multiple different devices with different phone numbers. Mya Number had to build its own text control system to manage the Stomp system, and that required an entirely different system for authentication and rules of managing the primary and secondary device's texts.

64. Building out the Mya Number inventive system took months and months of work. Mya Number ran test utilizing hundreds of internal AT&T employee phones and watches, each with their own assigned number from AT&T, where Mya Number's software was embedded in the Android kernel for the devices—this was no easy task and took thousands of man-hours.

65. Additionally, Mya Number was invited to meet with Samsung personnel at AT&T's facility in Redmond, Washington to help further develop the Mya Number twinning solution.

66. After months of work, Mya Number did what no one else could do. Carrier networks around the country, including AT&T, wanted the ability to twin devices, but they could not do it. AT&T asked its lauded vendors in Ericsson and Cisco, but they could not do it.

67. But on or about January 8, 2014, Mya Number successfully demonstrated its NumberSync Grouping, Call Delivery, and Messaging Services Platform to Jeff Bradley (Senior Vice President of AT&T Wireless), Ralph De La Vega (Vice-Chairman of AT&T Inc.), David Christopher (Chief Marketing Officer of AT&T Mobility), and the OEM hardware leadership by executing inbound and outbound calls and text messages to and from grouped devices using an existing phone number.

68. Pursuant to the Interface Agreement and the NDAs, Mya Number retained the rights to all patents, copyrights, trade secrets, and other confidential and proprietary information it developed as part of the Twinning Solution.

Mya Number And AT&T Enter Into The Professional Services Agreement and Statement Of Work

69. On or about June 27, 2014, Mya Number and AT&T entered into a Professional Services Agreement ("PSA") and an accompanying Statement of Work ("SOW"). The PSA contemplates that both parties would exchange confidential information, but that each party's use of such information would be restricted and permitted only as needed for the purpose of further development of the Twinning Solution. The PSA further specified that each party would retain its own intellectual property rights to the material exchanged, including patent, copyright, trademark, service mark, and any other property rights.

70. The SOW sets forth terms under which Mya Number would provide its Twinning Solution to AT&T. The Twinning Solution was acknowledged as Mya Number's proprietary hardware, software, and services-based solution that enables a mobile smartphone and a separate device (such as a tablet or smartwatch) to link for purposes of mobile voice, text, and data over the network by using a unique subscription identification number. The definition of the Twinning Solution in the SOW, which discusses the use of an "over the top" network, such as via the Internet or other IP based transmission path, is to establish a communication link using the phone's unique subscription identification number (called the MSISDN) between the phone and associated smart device:

> 1.9 "Twinning Solution" means MyaNumber's proprietary software and services based solution that enables a mobile smartphone (e.g., an Android OS handset) and a separate device (e.g., a watch, a car stereo or a television with functionality and capabilities similar to that of a smartphone, such device hereinafter to be referred to as a "smart device") operating over a communications network (e.g., a telecommunications carrier's network) and/or integrating with an "over the top" network (e.g., via the Internet or other Internet Protocol (IP)-based transmission path), to establish a communications link between them, thereby enabling such smart device to send and receive mobile voice and data transmissions over the network via the unique subscription identification number (e.g., Mobile Subscriber Integrated Services Digital Network-Number (MSISDN)) assigned to the mobile smartphone to which the smart device is associated.

71. The contract required Mya Number to build its own control platform which sits on top of AT&T's network. This platform—the "over the top" network—would be separately built, maintained, and hosted by Mya Number. In other words, Mya Number's solution for AT&T was specifically contemplated to be something new and separate from the AT&T network, and AT&T could "plug into" the Mya Number network solution.

72. The contract further required not only that Mya Number deploy its own hosted Twinning Solution, the use of which AT&T would be able to license, but it also provides for an exclusivity period, during which Mya Number could not license a "Twinning Solution" to any other mobile carrier. The SOW further memorialized AT&T's agreement that Mya Number retains all rights to the Twinning Solution. Moreover, the SOW stated that, even if AT&T obtained any rights to the Twinning Solution during its work with Mya Number, AT&T must transfer and assign all such rights to Mya Number.

73. Further, the SOW provides that AT&T would pay Mya Number support, maintenance and license fees. The license fees include $1 per twinned device per month for all active twinning devices over the initial 30,000 (for which no payment was required.) In addition, Mya Number would receive maintenance/support fees per twinned device ranging from $1.48 for

the first 30,000 devices to $0.15 per device for every device over 75,000 devices. In exchange, Mya Number agreed to grant AT&T a non-transferrable license.

74. As Mya Number was fulfilling its obligations under the SOW by implementing the Twinning Solution in AT&T's network, Mya Number filed U.S. Patent Application number 14/525,039 on October 27, 2014, which encompassed the Twinning Solution. The application was duly and legally granted by the U.S. Patent and Trademark Office on September 6, 2016 as United States Patent No. 9,438,728 (the "'728 Patent"), entitled "Telephone Number Grouping Service for Telephone Service Providers." The '728 Patent is attached hereto as Exhibit 1.

AT&T Employees Contemporaneously Recognize Mya Number's Intellectual Property Rights

75. Throughout Mya Number's engagement under the Interface Agreement, the PSA and the SOW, AT&T employees recognized that Mya Number had retained ownership over every aspect of the Twinning Solution.

76. For example, in October 2013, Mya Number sent an email to certain AT&T executives describing Mya Number's proposed Twinning Solution. Responsive emails confirm that AT&T had "bought off" on the idea and wanted Mya Number to move quickly, targeting a December 2015 launch date.

77. In another email, AT&T employee Kari Tillman introduced Mr. Schei to OEM manufacturers by noting that Mya Number developed the Twinning Solution AT&T was seeking to implement: "Kyle is the CEO of myaNUMBER, the developer with a very promising solution that allows the mobile number of the watch and smartphone to bet [sic] 'twinned' and allows the customer to keep their existing number, while also 'masking' the outgoing calls from the watch." A copy of an email thread between Kari Tilmann and Mya Number is attached hereto as Exhibit 4.

78. As AT&T and Mya Number were negotiating the licensing fees that Mya Number would receive, Mr. Schmit wrote in a December 23, 2013 email that Mya Number "built this for AT&T," and "You guys are in a great position—our execs and others at AT&T know this. We are paying you to build up unique expertise and AT&T is viewed as carrier leader." A copy of the email thread between Mr. Schmit and Mr. Schei is attached hereto as Exhibit 5.

79. In February 2014, when Mya Number was introduced to other device manufacturers, AT&T asked Mya Number to provide explanations, documents, diagrams, and code that could help AT&T and OEM manufacturers understand how the Twinning Solution worked and how it could be extended to work with equivalents manufactured by other OEMs.

80. AT&T continued to acknowledge that Mya Number had developed and designed the Twinning Solution by referring third-party device manufacturers to Mya Number. For example, in March of 2014, an employee working on a high-profile smartwatch contacted Mya Number because he understood that Mya Number had developed the Twinning Solution and wrote, "My name is Ed Campbell and I am a Systems Engineer . . . and I received some documentation today on the myaNUMBER service that your company provides for AT&T."

AT&T Terminates Mya Number And Launches NumberSync

81. Starting in the fall of 2014, AT&T started complaining to Mya Number about the projected royalties that it would incur, by using Mya Number's Twinning Solution. Thereafter, AT&T sent, one after another, four sets of lawyers to negotiate with Mya Number about: (i) reducing the royalty and (ii) transferring the technology rights to AT&T. Mya Number refused to be bullied. On or about October 23, 2014, AT&T informed Mya Number that it would "no longer be pursuing the launch of the NumberSync service." Exhibit 6 (email from John Powell). At no point had AT&T expressed any complaints or concerns to Mya Number regarding the Twinning

Solution itself, and AT&T provided no explanation as to why the NumberSync service was terminated.

82. Exactly one year later, AT&T began deploying "AT&T NumberSync." *See, e.g.*, https://www.fiercewireless.com/ wireless/at-t-to-let-customers-link-their-smartphone-number-to-wearables-and-other-devices-through; https://about.att.com/innovationblog/erik_sundelof. Upon information and belief, AT&T continues to provide AT&T NumberSync as a standard value-add for all its subscribers. *See, e.g.*, https://www.att.com/shop/wireless/features/numbersync.html.

83. Upon information and belief, AT&T assigned employees, who had access to Mya Number's intellectual property and confidential information, to replicate Mya Number's Twinning Solution and launch AT&T's own NumberSync service. As one example, Kari Tillman worked with Mya Number on behalf of AT&T during the Mya Number "Twinning Solution" project. Ms. Tillman had access to Mya Number's trade secrets, confidential information, hardware designs, software code, and innovative solution during the project and was subject to the provisions of the PSA, SOW, NDAs and Interface Agreement. Ms. Tillman indicates on her LinkedIn profile that she directed the development of AT&T NumberSync. Exhibit 7 (https://www.linkedin.com/in/karitillman ("Direct the development of complementary services for connected wearables, including AT&T NumberSync")). Upon information and belief, other individuals at AT&T, who had access to Mya Number's confidential and proprietary information, also worked to develop and launch AT&T NumberSync.

84. Upon information and belief, AT&T used without permission Mya Number's proprietary intellectual property and information, disclosed to AT&T pursuant to the Interface Agreement, NDAs, and PSA, in connection with the development of its NumberSync.

85. In addition, on information and belief, AT&T took the intellectual property and proprietary information obtained from Mya Number under the PSA, NDAs and Interface Agreement to pursue AT&T's own patent related to "twinning." In this respect, AT&T filed U.S. Patent Application number 14/536,418 on November 7, 2014, which issued as U.S. Patent Number 9,723,462 (the "'462 Patent"), entitled "Cloud-Based Device Twinning." *See* Exhibit 2. The '462 Patent application was granted on August 1, 2017. Ed Schmit and Jayanta Das are improperly listed as the named inventors on the '462 Patent. But Ed Schmit and Jayanta Das did not invent the technology disclosed in the '462 Patent.

86. Kyle Schei and John Wantz are the true inventors of the technology disclosed in the '462 Patent, and they are the only individuals who should be listed as inventors on the '462 Patent.

87. Mr. Schmit worked with Mya Number on behalf of AT&T during the Mya Number "Twinning Solution" project and had access to and knowledge of Mya Number's confidential information and innovative technology under the provisions of the PSA, NDAs and Interface Agreement, but he himself did not invent or contribute to the inventions that are disclosed in the '462 Patent. Upon information and belief, Mr. Schmit improperly used such information obtained from Mya Number in pursuit of the patent application that issued as the '462 Patent.

88. Likewise, Jayanta Das did not invent or contribute to the inventions that are disclosed in the '462 Patent. Upon information and belief, Jayanta Das had access to and knowledge of Mya Number's confidential information and innovative technology under the provisions of the PSA, NDAs and Interface Agreement, and Jayanta Das improperly used such information obtained from Mya Number in pursuit of the patent application that issued as the '462 Patent.

89. Because the solution described in the ’462 Patent restates the Twinning Solution invented by Mr. Schei and Mr. Wantz and assigned to Mya Number, as embodied in the ’728 Patent, Mr. Schei and Mr. Wantz are the only true inventors, and Mya Number is the true owner of the ’462 Patent.

90. AT&T has not assigned the ’462 Patent and the related family of patents to Mya Number.

91. AT&T has not paid any royalties to Mya Number in conjunction with AT&T’s deployment of AT&T’s NumberSync, in violation of Mya Number’s contractual and intellectual property rights.

92. And now, AT&T is claiming credit for Mya Number’s work. For example, AT&T now claims to have developed NumberSync from ideation through to the solution:

> ***Describe a project you saw from concept to implementation.***
>
> *Project Cascade*, now known as NumberSync, was taken from an idea to concept and, ultimately, to an implemented solution. NumberSync lets you call and text from your smartwatch, tablet or connected car using the same mobile number your family, friends and colleagues already know.

See https://about.att.com/innovationblog/erik_sundelof.

93. AT&T also claims credit for Mya Number’s myaNumber-autoMode™ product:

> You’ve probably used – or at least heard of – DriveMode, a mobile app that sends automated replies to people texting you while you’re on the road. It was a cornerstone of our *It Can Wait* campaign. *The idea for that app originated from one of our AT&T call center employees who was personally affected by texting while driving*. It’s just one of many innovations that have come through [The Innovation Pipeline] that have cut costs, improved efficiencies, and enhanced the way we and our customers live, work and play.

https://about.att.com/innovationblog/2019/05/innovation_pipeline_anniversary.html (emphasis added). In the same press release, AT&T again claims credit for creating NumberSync:

> Additional projects that have come through our TIP program include:

> . . .
>
> NumberSync: This solution enabled customers to use their mobile numbers on any compatible device. While it's a fairly standard feature today, the concept of being able to receive calls using your mobile number on any device was a revolutionary one just a few years back.

Id.

94. On December 2, 2016, Mya Number assigned all of its intellectual property, assets and claims to Network Apps.

COUNT 1 – BREACH OF CONTRACT FOR FAILURE TO PAY ROYALTY AND MAINTENANCE FEES

95. Paragraphs 1-84 and 90-94 are incorporated by reference as if fully set forth herein.

96. The SOW expressly states that Mya Number retains the intellectual property it developed for the Twinning Solution. Furthermore, AT&T agreed that it would not reverse engineer, decompile, or disassemble the Twinning Solution or any other aspect of the Twinning Solution.

97. AT&T has used and continues to use Mya Number's intellectual property in its AT&T NumberSync product.

98. AT&T agreed to pay Mya Number a royalty and maintenance fees in consideration for use of Mya Number's intellectual property.

99. From the launch of NumberSync to present, AT&T has failed to pay any royalty or maintenance fees to Mya Number pursuant to the SOW.

100. AT&T has breached the terms of the Interface Agreement, the NDAs, the PSA and the SOW by failing to pay a royalty and maintenance fees to Mya Number and/or its assignee, Network Apps.

101. As a result of AT&T's failure to pay royalties and maintenance fees, Network Apps has suffered and will continue to suffer damage. Network Apps is entitled to recover from AT&T

the damages it has suffered as a result of AT&T's breach in an amount in excess of $450 million to be proven at trial.

COUNT 2 – BREACH OF CONTRACT FOR FAILURE TO ASSIGN ISSUED PATENTS

102. Paragraphs 1-84 and 90-94 are incorporated by reference as if fully set forth herein.

103. The SOW expressly states that Mya Number retains the intellectual property it developed for the Twinning Solution. Furthermore, AT&T agreed that it would not reverse engineer, decompile, or disassemble the Twinning Solution or any other aspect of the Twinning Solution.

104. AT&T agreed to assign to Mya Number any intellectual property rights to the Twinning Solution that AT&T obtains.

105. Since the first of AT&T's patents issued on August 1, 2017, AT&T has failed to assign to Mya Number U.S. Pat. No. 9,723,462, (and a series of follow-on continuation patents, namely, U.S. Patent Nos. 10,057,738, 10,200,832, 10,484,846 and 10,750,332), which cover the Twinning Solution.

106. By failing to assign U.S. Pat. Nos. 9,723,462, 10,057,738, 10,200,832, 10,484,846 and 10,750,332 to Mya Number or its assignee Network Apps, AT&T has breached the terms of the SOW.

107. As a result of AT&T's breach of the SOW, Network Apps has suffered and will continue to suffer damage.

108. Network Apps is further entitled to an injunction causing AT&T to assign full ownership, right, title, and interests to U.S. Pat. Nos. 9,723,462; 10,057,738; 10,200,832; 10,484,846; and 10,750,332 (and all other related patents and applications) to Network Apps.

COUNT 3 – PATENT INFRINGEMENT UNDER 35 U.S.C. § 271

109. Paragraphs 1-108 are hereby incorporated by reference as if fully set forth herein.

110. The ’728 Patent generally relates to a method and system for associating multiple telephone numbers with distinct physical devices, grouping at least two of the telephone numbers for incoming and outgoing calls and text messages, providing controls such that the grouped telephone numbers are capable of activating one or more of the multiple physical devices in response to an incoming call on one of the numbers and allowing outgoing calls from any of the devices to appear to come from a selected number.

111. Before Plaintiffs developed the Twinning Solution which is embodied in the claims of the ’728 Patent, the use of cellular devices had been limited to a one-to-one match between one device and one number, because a single telephone number was provisioned to a particular “subscriber identity module” aka “SIM card” of a cellular device. (’728 Patent at 2:42-45). Each device was uniquely identifiable by its phone number that was associated with the SIM card. (See id.).

112. As disclosed in the ’728 Patent, in the prior art there was a problem of an increasing numbers of people having multiple devices with multiple phone numbers, which created frustration and confusion. *See* ’728 Patent at 1:30-41. Prior to the development of new smart devices like smart watches, it was typical for a person to have a single phone number, so by adding new devices with new numbers, it was unclear what number to call to reach a person at any given time. *See Id*.

113. Cellular networks like AT&T, and its backend equipment providers like Alcatel/Nokia, Cisco, and Ericsson, at the time could not route the same calls and messages to multiple cellular devices—the calls and messages could only be routed to one specific device, uniquely identified by the phone number on the SIM card. Attempts to address this problem were complex, inefficient, ineffective and had undesirable side effects or other drawbacks. *Id*. at 1:42-47.

114. Some conventional approaches are poorly integrated with telephone service provider infrastructure. *Id*. For example, instead of utilizing network-based infrastructure, other efforts to group devices required the devices to be physically close together so they could communicate through Bluetooth signals—making it impossible to take a call from your watch if you left your phone in another room. Other prior grouping efforts, such as grouping devices on the same WiFi network still limited users to the small footprint of a home or office before the grouping failed. These earlier efforts did not provide the solution of a truly "Twinned" second device. *See*, *e.g*., '728 Patent at 1:38-41.

115. Additionally, in the SOW, AT&T disclosed a problem to be solved by Mya Number, namely that users wanted to be able to use their watches as standalone devices, and keep their smartphones at home and not in close physical proximity: "However, consumers and analysts agree these early products are still lacking certain functions necessary for this new product category to truly break out to the mass market. Consumers are looking for a companion device that allows them to leave their primary smartphone behind, but remain connected and maintain their mobile lifestyle. Launching the first connected Smartwatch will help AT&T maintain the position as industry leader for innovative products and services."

116. With its invention, Mya Number invented "smartphone twinning" or simply "twinning" by creating an over-the-top network that worked in conjunction with AT&T's cellular network that enabled users to share one mobile number across multiple end-user devices that each have individual and unique MSISDNs (or Mobile Subscriber Integrated Services Digital Network-Numbers), phone numbers, and their own SIM. *See*, *e.g*., '728 Patent at claim 3. With this inventive concept, devices need not be physically proximate, connected by Bluetooth, or on the same WiFi network. *See* '728 Patent at 1:38-41.

117. Moreover, Mya Number's inventions overcame the problem in the prior art that if a user's phone was off, then no information, calls, or texts could be routed to the watch. The watch would not know anything about the phone's activities. But with Mya Number's inventive system, Mya Number could use APIs to detected, intercept, and route the call to a watch even if the phone was off, and Mya Number managed this entire process through the claimed call controls.

118. Mya Number's "Twinning" invention, created during its work on the AT&T project, is embodied in claims and specification of the '728 patent.

119. Plaintiffs solved the problems in the prior art by adapting existing telephone systems to associate a phone number with multiple devices. ('728 Patent at 2:36-39) ("The existing telephone service provider network may be adapted to associate a single telephone number with multiple telephone numbers and/or multiple telephone service user devices.")).

120. This was a technological problem that could not be solved by simply telling the underlying providers to group telephone numbers. The claims of '728 Patent disclose a technological improvement to telecommunication networks. The claimed inventions create new network functionality—including twinning by controlling calls through a delegation of partial call controls to an over-the-top network outside of the provider network—that did not exist before, improving communication capabilities in a telecommunications network. In the '728 Patent, various aspects of Mya Number's new over-the-top network are included in the claims as the "telephone number grouping service."

121. In the context of multiple devices, each with its own phone number in a one-to-one ratio (one device to one phone number), the claims then elaborate on the improved system architecture of the telecommunications network, which includes a new telephone number grouping service outside of the conventional telephony network that is given partial call control for incoming

and outgoing calls from the telephone service provider with respect to numbers that are grouped and that uses that partial call control with respect to incoming calls to activate one or more of the grouped devices based on an incoming call policy, which may be configured by the user.

122. The first limitation of claim 1, for example, sets up the problem of a conventional telecommunications system with individual numbers being provisioned to each distinct, individual device, creating a multi-number/multi-device system (i.e, the conventional system that AT&T was employing at the time it engaged Mya Number):

> provisioning, by a telephone service provider, a plurality of telephone numbers including associating each of the plurality of telephone numbers with a distinct physical telephone service user device of a grouped plurality of physical telephone service user devices, the quantity of the plurality of telephone numbers being no greater than the quantity of the grouped plurality of physical telephone service user devices

('728 Patent, Claim 1, at 12:18-25).

123. The remainder of the claim limitations of claim 1 set forth Mya Number's technological solutions and architectures, which allow for the grouping of numbers, delegated and distributed controls from AT&T's network to Mya Number's over-the-top network, and unconventional activation and origination of phone/devices in accordance with governing call control policies for inbound and outbound communications. See claim 1 for example:

> registering, with a telephone number grouping service, at least two telephone numbers of the plurality of telephone numbers as grouped telephone numbers with respect to incoming and outgoing telephone calls to and from the grouped plurality of physical telephone service user devices;
>
> providing, by the telephone service provider to the telephone number grouping service, at least partial call control for incoming and outgoing telephone calls with respect to the grouped telephone numbers;

> with respect to incoming telephone calls to the grouped telephone numbers, activating one or more of the grouped plurality of physical telephone service user devices associated with the grouped telephone numbers in accordance with a grouped telephone number incoming call policy that governs incoming telephone calls to the grouped plurality of physical telephone service user devices, the grouped telephone number incoming call policy being capable of causing activation of multiple of the grouped plurality of physical telephone service user devices responsive to an incoming call; and
>
> with respect to an outgoing telephone call from a physical telephone service user device associated with the grouped telephone numbers, causing the outgoing telephone call to appear to originate from a selected telephone number of the grouped telephone numbers in accordance with a grouped telephone number outgoing call policy that governs outgoing telephone calls from the grouped plurality of physical telephone service user devices, the grouped telephone number outgoing call policy being capable of designating each of the grouped telephone numbers associated with the grouped plurality of physical telephone service user devices as the selected telephone number.

('728 Patent at 12:26-60) (emphasis added).

124. Mya Number's invention resulted in new technology that was unachievable by the largest players in the telecom space—AT&T, Nokia/Alcatel, Cisco, and Ericsson. A variety of different devices with different phone numbers could be used as if they had a single number.

125. Mya Number's invention was a new and surprising technology for not only users of the technology—like AT&T's customers—but also AT&T's customers' contacts who were now able to communicate with those customers on multiple different devices using just a single number.

126. With respect to outgoing calls, the patent claim allows the call to appear to come from a person's cell phone when it actually originates from another device with a different phone number, by utilizing the grouping service with the delegated call controls based on the outgoing call policy. *See* claim 1. Claim 4 allows for the user to configure its own incoming and outgoing call policies. Claim 7 elaborates that the outgoing telephone call appears to originate from the

selected telephone number independent of which of the grouped plurality of physical telephone service user devices is used to originate the outgoing telephone call.

127. While Claim 1 includes a "telephone number grouping service," Independent Claim 8 describes steps performed by a telephone number grouping service, such as registering two phone numbers as grouped phone numbers, receiving partial call control from the telephone service provider with respect to the grouped phone numbers, and processing the telephone service activity. Claim 9 makes clear that the telephone service activity can include both telephone calls and text messages ("short message service "SMS" message[s]"). Claims 10-12 describe the details of the service control that can be provided by the telephone number grouping service.

128. Independent Claim 17 claims a system including components of the telephone number grouping service itself, including a graphical user interface ("a user interface component") and a telephone service provider interface that receives at least partial service control for telephone service activity from the telephone service provider. Claim 18 adds that the telephone service provider interface must be a new component that is coupled to the telecommunications switch of the telephone service provider. Claim 19 requires that the user interface component includes a graphical user interface that enables users to specify the numbers that they want to register into the grouping service. And Claim 20 requires that the users be enabled to set the call policies of their grouped telephone numbers.

129. Thus, the claims of the '728 Patent themselves encompass the inventive functionality of the Twinning Solution, which far exceeds simple call masking and grouping. The claims require a "telephone service provider interface" and "telephone service activity handling component" (Claim 17) and a "telephone number grouping service" (Claim 1), which are delegated "call control" (Claim 1) or "service control" (Claim 17), and which are improved hardware and

software systems that the specification describes as being a delegated telephone service control for the twinned numbers.

130. The specification described the solution of partial control being delegated from the conventional network of the telephone service provider and given to the new "grouping service," by using call intercepts:

> the telephone service provider may at least partially delegate telephone service control to the grouping service. The grouping service may process intercepted telephone service activity in accordance with one or more configured service activity processing policies. . . ."

Id. at 3:4-8.

131. The specification further described the solution of delegated control by providing, receiving, routing, transforming, and processing service activity control to the grouping service:

> Where a *telephone service activity* includes distinct service activity control and service activity data aspects, delegation may include *delegation of service activity control* and/or service activity data. Such delegation may include providing, receiving, routing, transforming and/or processing service activity control and/or service activity data. Upon receiving delegated telephone service activity, the *telephone number grouping service* 302 may process the delegated telephone service activity with a *telephone service activity handling module* 314.

('728 Patent at 4:42-51) (emphasis added).

132. The specification also described that the delegated call controls of the grouping service could be set by the users themselves:

> the user interface component maintains a graphical user interface configured at least to *enable users of the system to specify the grouped telephone number call policy* for the grouped telephone numbers.

('728 Patent at 10:65-11:3) (emphasis added).

133. Delegation of call and service controls was not routine or conventional at the time of the invention; neither was allowing users to set their own control policies.

134. Thus, the patent claims embody the inventive concept, which creates an entire technological system providing phone services on top of the existing phone system.

135. In addition, the ’728 Patent specification describes the invention of the over-the-top network as, for example, a “grouping service” (claim 1) or “telephone service activity handling component” (claim 17). The ability to have multiple provisioned telephone numbers associated with distinct devices capable of ringing simultaneously is implemented by virtue of a telephone number grouping service, which is a technological improvement to telephone service provider architecture, allowing for a seamless integration of the grouping service with an existing telephone provider network. ’728 Patent, col. 3, l. 54- col. 4, l. 32.The claims of the ’728 patent recite technology required to put the invention into practice.

136. For example, Claim 1 requires a telephone number grouping service and delegation of call control to the grouping service, which is a new over-the-top network.

137. The ’728 patent describes how the claimed “telephone number grouping service” with its delegated control is implemented. The specification says that the grouping service may be implemented with a number of different technological components, including components located in a telephone service provider network (e.g., by a telecommunications switch), components independent of telephone service provider networks (e.g., at “cloud” hosted servers), or components on a telephone service user device (e.g., smart phone apps and/or lower-level telephone network functionality). ’728 at 3:11-13.

138. Likewise, the claims encompass a technological improvement, as shown in Figures 2-5, of using an over-the-top network architecture and its components, where the grouping service

is connected via the public internet to the user device to perform the "twinning" functionality. The '728 Patent describes that the telephone number grouping service may utilize a datastore to store user details and preferences. '728 Patent, col. 4, ll. 24-27; Figs. 2-5. It may include an interface with a telephone service provider to tie into the telecommunications network which allows it to be delegated phone service activity away from the telephone service provider. *Id*. col. 4, ll. 27-32. That delegation of functionality includes intercepting calls and SMS messages, and sending and receiving signals and messages for the various phone protocols. *Id*. col. 4, ll. 37-47, claims 11 and 12. Delegation of telephone service activity to the grouping service may include "providing, receiving, routing, transforming and/or processing service activity control and/or service activity data." *Id*. col. 4, ll. 45-47. For an incoming a call, once the call is answered by one of the grouped devices, the grouping service can continue to process the answered call by one of the grouped devices and act as a "call bridge," or it can return the call control to the telephone service provider. *Id.* col. 6, ll. 43-47.

139. A person of ordinary skill in the art, in light of the specification, would understand that the "telephone number grouping service" with "partial call control" delegated from the telephone service provider, as required by Claim 1 is an innovative concept that does not operate in conventional manner because the grouping service utilizes a non-conventional and non-generic arrangement of technological pieces. This is consistent with AT&T's inability to find its own technological solution and its statement that the invention was "revolutionary."

140. Similarly, Claim 8 describes steps performed by a telephone number grouping service, such as registering two phone numbers as grouped phone numbers, receiving partial call control from the telephone service provider with respect to the grouped phone numbers, and processing the telephone service activity.

141. Claims 10 and 13, for example, disclose and require additional technological improvements. The conventional telephony protocols known at the time were telephony systems like AT&T's and other telephone providers utilizing a "plain old telephone service (e.g., POTS), a global system for mobile communications (e.g., GSM), and a code division multiple access (CDMA). (*See* '728 Pat. at 3:41-46). Those conventional telephony protocols governed with the understanding that each individual device would have its own individual number. Mya Number modified those conventional call control and telephony protocols as part of creating the grouping service. Claims 10 and 13 require modifying the conventional call controls or "telephony protocol" or becoming a proxy with respect to the telephone service activity. Likewise, the specification describes an exemplary modification, where two devices with two numbers are registered as grouped devices, and when a call comes into a primary phone number x, the "grouping service 412 forks the call into two new calls destined for telephone numbers y and z." (*See* '728 Pat. at 6:29-43). In doing so, it causes the grouped devices to act in unconventional ways, by both receiving calls for a number other than their own.

142. Plaintiffs' inventive concept and technological improvement was not conventional call "forking," which could direct a call to multiple home phones on a land line. Instead, the forking in the specification describes a solution that enables a user with multiple devices (each with its own conventional telephone number) to group them together on a cellular network and have those various devices function seamlessly as though they were all associated with a single telephone number, with no distinction to the user, even though those devices have their own respective SIM cards and their own respective phone numbers.

143. For claim 17, it describes the components of the technological improvement of a telephone number grouping service, including a user interface, a telephone service provider interface, and a telephone service activity handling component.

144. The ’728 patent describes how the “telephone service activity handling component” is implemented. The “telephone service activity handling component” implements the modified telephony protocols and policies through the delegated the partial call controls. In an exemplary embodiment, the “telephone service activity handling component” is capable of processing calls in accordance with processing policies. ’728 Patent at 4:57-61. The specification says that the “telephone service activity handling component” may be implemented through a number of different technological solutions. The telephone service activity processing policies are disclosed to be at least partially implemented utilizing a rules engine that can interpret, process and/or execute one or more activity handling rules. *Id.* Such rules may be configured and stored in an activity handling rule datastore 318. *Id.* at 4:61-64. Activity handling rules may be of any suitable type, including statements of an interpreted or compiled computer programming language. Activity handling rules may specify any suitable telephony protocol state, action and/or parameter, and/or modifications thereof. The telephone service activity handling module 314 may include one or more sub-modules for handling particular types of telephone service activity such as the inbound telephone service activity handling module 320, the outbound telephone service activity handling module 322, and the emergency telephone service activity module 324.

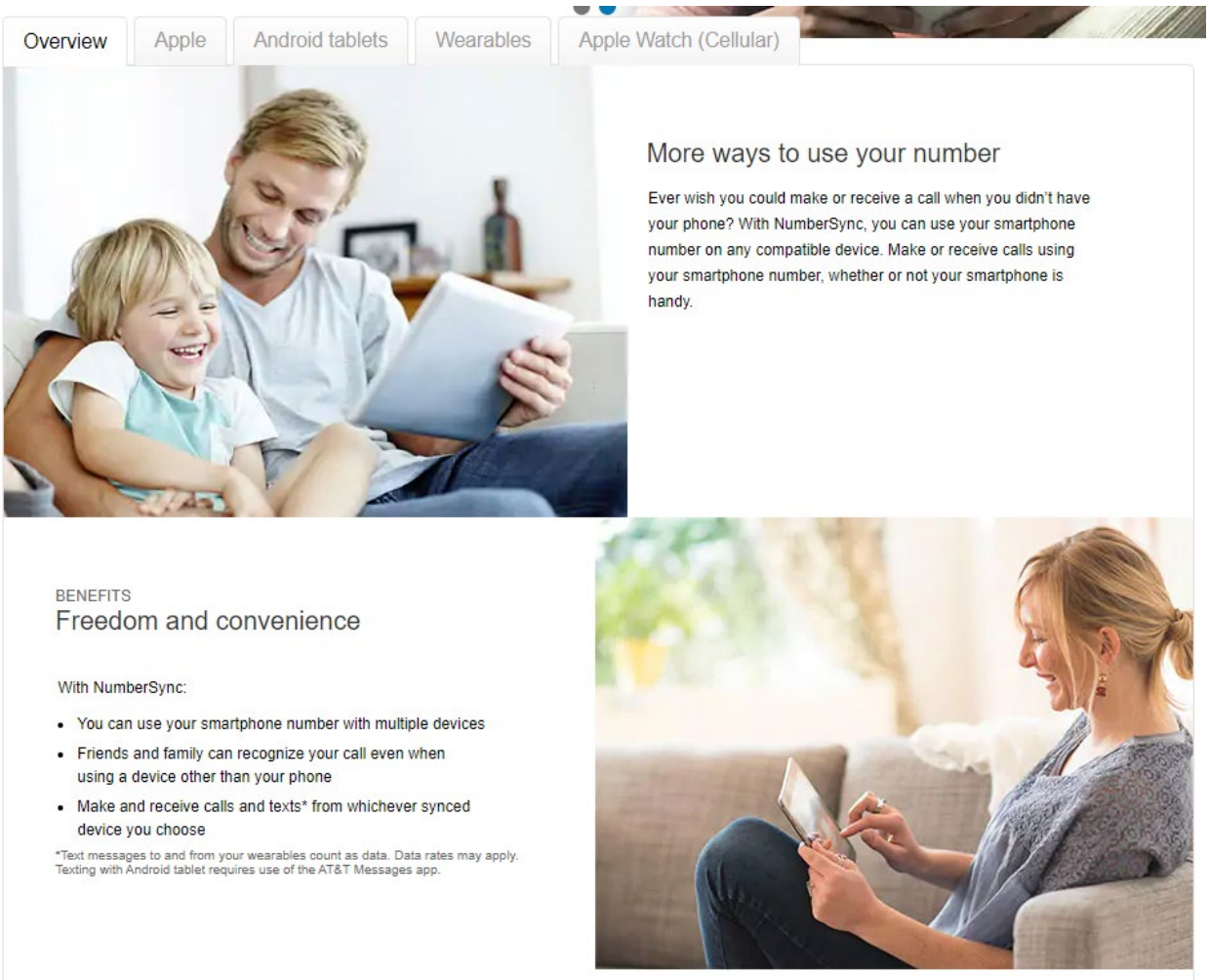
145. The ’728 Patent describes the grouping service, its components, and how it may be implemented in great detail (*e.g.*, column 3-8, Figure 2-5, claim 17).

146. This is not invoking known technology as a tool—the ’728 Patent discloses and claims new technology created to do something that had not been done before. AT&T itself said that this technology was “revolutionary.”

147. AT&T, when launching the accused NumberSync product and service, deployed Plaintiff’s invention, which it patented in the claims of the ’728 patent.

148. AT&T is and has been literally or under the doctrine of equivalents directly infringing, contributing to the infringement of, and/or inducing others to infringe the one or more claims of the ’728 Patent, including at least claims 1, 8 and 17 (“the independent claims”), by making, using, selling, and/or offering to sell in the United States, or importing into the United States products or processes that practice the inventions claimed in the ’728 Patent, including without limitation the offering of AT&T NumberSync to all subscribers to the AT&T network.

149. According to AT&T’s website, AT&T NumberSync allows AT&T customers to “use your smartphone number on any compatible device,” “[y]ou can use your smartphone number with multiple devices,” “[f]riends and family can recognize your call even when using a device other than your phone” and “[m]ake and receive calls and texts from whichever synced device you choose”:



https://www.att.com/shop/wireless/features/numbersync.html. AT&T's website explains that the AT&T NumberSync can be used with Apple products, Android tablets, and wearables. *See id.*

150. AT&T directly infringes, either literally or under the doctrine of equivalents, claims 1, 8, and 17 of the '728 Patent, for example, by making, using, selling, and/or offering to sell and/or importing the AT&T NumberSync. For example, claim 1 of the '728 patent is recited below, along with bracketed annotations providing preliminary details of AT&T's infringement:

A method for telephone number grouping, comprising:

provisioning, by a telephone service provider [*AT&T*], a plurality of telephone numbers including associating each of the plurality of telephone numbers with a distinct physical

telephone service user device of a grouped plurality of physical telephone service user devices [*AT&T provides unique telephone numbers for a user's smartphone and a user's smartwatch*], the quantity of the plurality of telephone numbers being no greater than the quantity of the grouped plurality of physical telephone service user devices [*AT&T provides a single telephone number for each unique smartphone and smartwatch, such that the quantity of the telephone numbers does not exceed the quantity of the devices*];

registering, with a telephone number grouping service [*AT&T's NumberSync*], at least two telephone numbers of the plurality of telephone numbers as grouped telephone numbers with respect to incoming and outgoing telephone calls to and from the grouped plurality of physical telephone service user devices [*AT&T's NumberSync groups together a user's telephone number for her/his smartphone and the telephone number for her/his smartwatch*];

providing, by the telephone service provider to the telephone number grouping service [*AT&T provides NumberSync with the call control described below*], at least partial call control for incoming and outgoing telephone calls with respect to the grouped telephone numbers [*NumberSync controls the user's telephone numbers such that ingoing and outgoing calls from the same telephone number can be made on multiple devices*];

with respect to incoming telephone calls to the grouped telephone numbers [*the user's telephone numbers registered with NumberSync]*, activating one or more of the grouped plurality of physical telephone service user devices associated with the grouped telephone numbers [*NumberSync allows for both the user's smartphone and*

smartwatch to ring when receiving an incoming call to the user's main "personal" telephone number, which is the telephone number associated with the user's smartphone] in accordance with a grouped telephone number incoming call policy that governs incoming telephone calls to the grouped plurality of physical telephone service user devices [a *user registers her/his devices to use NumberSync and initiates settings for incoming calls to the same phone number to be received by the user's smartphone and smartwatch*], the grouped telephone number incoming call policy being capable of causing activation of multiple of the grouped plurality of physical telephone service user devices responsive to an incoming call [*NumberSync allows for simultaneous ringing of a user's smartphone and smartwatch*]; and

with respect to an outgoing telephone call from a physical telephone service user device associated with the grouped telephone numbers [*outgoing calls from a user's smartphone or smartwatch*], causing the outgoing telephone call to appear to originate from a selected telephone number of the grouped telephone numbers in accordance with a grouped telephone number outgoing call policy that governs outgoing telephone calls from the grouped plurality of physical telephone service user devices [*NumberSync allows for all calls originating from a user's smartphone or smartwatch to appear that they all come from the user's main "personal" number associated with the user's smartphone*], the grouped telephone number outgoing call policy being capable of designating each of the grouped telephone numbers associated with the grouped plurality of physical telephone service user devices as the selected telephone number [*NumberSync is capable of designating one of the user's telephone numbers as the selected telephone number, such as the user's main "personal" number*].

151. Upon information and belief, AT&T NumberSync includes each of the recited steps of claim 1 of the ’728 Patent, as shown above.

152. In addition, AT&T knowingly induces its customers to directly infringe, either literally or under the doctrine of equivalents, claims 1, 8, and 17 of the ’728 Patent. AT&T has been on notice of the ’728 Patent before the filing of this Complaint and since no later than the time of the filing of the previous lawsuit against AT&T on December 3, 2016, *Network Apps, LLC v. AT&T Inc., et al.*, Case No. 2:16-cv-01852-TSZ (WDWA). AT&T advertises and promotes its NumberSync system online (https://www.att.com/features/numbersync/). AT&T directs, instructs, and supports its business customers, small business customers, and retail customers for using the NumberSync system through websites such as https://www.business.att.com/solutions/service/mobility-services/mobile-rate-plans/numbersync.html, https://www.att.com/support/article/wireless/KM1223159/, and https://www.att.com/support/smallbusiness/article/smb-wireless/KM1225992/. In particular, AT&T instructs its customers to use the infringing AT&T NumberSync system “user interface . . . to register at least two telephone numbers of a plurality of telephone numbers as grouped telephone numbers . . . .”, with knowledge of the ’728 Patent and its scope.

153. AT&T also indirectly infringes by contributing to the infringement of the ’728 Patent by the end-users of the NumberSync system, either literally or under the doctrine of equivalents. NumberSync has special features that are specially designed to be used in an infringing way and that have no substantial uses other than ones that infringe the claims of the ’728 Patent. The special features include registering multiple phone numbers associated with multiple physical devices, and allowing incoming and outgoing calls to be made from a single number on those multiple devices. The special features constitute a material part of the invention

of one or more of the claims of the ’728 Patent and are not staple articles of commerce suitable for substantial non-infringing use.

154. As a result of AT&T’s unlawful infringement of the ’728 Patent, Network Apps has suffered and will continue to suffer damage. Network Apps is entitled to recover from AT&T the damages suffered by Network Apps as a result of AT&T’s unlawful acts.

155. AT&T was aware of and has been on notice of the ’728 Patent before the filing of this Complaint and its infringement has been willful and egregious. AT&T has been aware of the ’728 Patent since no later than the time of the filing of the previous lawsuit against AT&T on December 3, 2016, *Network Apps, LLC v. AT&T Inc., et al.*, Case No. 2:16-cv-01852-TSZ (WDWA).

156. Because of AT&T’s willful and egregious infringement, Network is entitled to enhanced damages, in the form of treble damages, under 35 U.S.C. § 284.

157. Further, because AT&T’s infringement of the ’728 Patent is willful, this action is “exceptional” within the meaning of 35 U.S.C. § 285, entitling Network Apps to its attorneys’ fees and expenses.

158. On information and belief, AT&T intends to continue its unlawful infringing activity, and Network Apps will suffer irreparable harm for which there is no adequate remedy at law unless this court enjoins AT&T from further infringing activity.

COUNT 4 – CORRECTION OF INVENTORSHIP – 35 U.S.C. § 256

159. Paragraphs 1-158 are hereby incorporated by reference as if fully set forth herein.

160. Mr. Schei and Mr. Wantz alone co-invented and developed the Twinning Solution described and embodied in the ’728 Patent. The invention described in the ’462 Patent is the same solution described and claimed in the ’728 Patent. Moreover, AT&T unlawfully used information

disclosed by Mya Number pursuant to the Interface Agreement, PSA, NDAs, and SOW to develop and file its application for the ’462 Patent.

161. Ed Schmit is improperly named as an inventor on the ’462 patent because he himself did not invent or provide any contributions to the inventions that are disclosed in the ’462 Patent.

162. Likewise, Jayanta Das did not invent or provide any contributions to the inventions that are disclosed in the ’462 Patent, and as such, is improperly named as inventor on the ’462 patent.

163. Instead, Mr. Schei and Mr. Wantz alone conceived of and co-invented the entirety of the inventions disclosed in the ’462 Patent.

164. As a result, Mr. Schei and Mr. Wantz are the only true inventors and Mya Number is the true original assignee of the ’462 Patent.

165. Ed Schmit and Jayanta Das should be removed as inventors on the ’462 and the remaining continuations, including U.S. Patent Nos. 10,057,738; 10,200,832; 10,484,846; and 10,750,332.

166. Under 35 U.S.C. § 256, Mr. Schei and Mr. Wantz should be named as the only inventors on the ’462 Patent and the remaining continuations, including U.S. Patent Nos. 10,057,738; 10,200,832; 10,484,846; and 10,750,332.

167. The omission of Mr. Schei and Mr. Wantz as inventors arose without any deceptive intent on the part of Plaintiffs.

168. As a result of AT&T’s unlawful and erroneous claim of inventorship of the ’462 Patent, Mr. Schei and Mr. Wantz have suffered and will continue to suffer damage. They have been deprived of their proper ownership interest and financial interest in the ’462 Patent and other

related patents. They have been unable to license or enforce those patents to their financial detriment.

169. Likewise, Mr. Schei and Mr. Wantz, who both work in the technology industry, have been harmed by being unable to capitalize on the reputational gains resulting from being named inventors on numerous additional patents.

170. As a result of AT&T's unlawful and erroneous claim of inventorship of the '462 Patent, Network Apps has suffered and will continue to suffer damage. Network Apps is entitled to a judgment adjudicating that Network Apps is the lawful assignee of the '462 Patent recover from AT&T the damages suffered by Network Apps as a result of AT&T's unlawful acts.

VI. PRAYER FOR RELIEF

WHEREFORE, Network Apps prays for judgment in its favor and against Defendants as follows:

A. A judgment against Defendants for breach of contract;

B. An award of general and actual damages from AT&T, jointly and severally, including license fees, maintenance fees, royalties, and other direct damages, consequential damages, economic damages, out-of-pocket expenses or damages, reliance damages, lost profits, restitution damages, unjust enrichment damages, and disgorgement, in excess of $450 million, according to proof;

C. An award of pre- and post-judgment interest, as allowed by law;

D. A judgment that Defendants have infringed one or more claims of the '728 Patent;

E. An award of enhanced damages under 35 U.S.C. § 284, in the form of treble damages.

F. An award of on-going royalties for any continuing or future breach of contract and infringement of Plaintiff's intellectual property;

G. An award of Plaintiff's reasonable attorneys' fees, costs, and expenses pursuant to 35 U.S.C. §§ 284 and 285 or as otherwise permitted by law;

H. An injunction against Defendants prohibiting Defendants and their officers, agents, servants, employees, and all persons acting in concert with them, from directly or indirectly: (1) using, manufacturing, offering to sell or selling any products falling within the scope of the claims of the '728 patent; (2) actively inducing others to infringe any of the claims of the '728 patent; (3) engaging in acts constituting contributory infringement of any of the claims of the '728 patent; (4) engaging in all other acts of infringement of any of the claims of the '728 patent; and

I. A judgment declaring that Mr. Schei and Mr. Wantz are the only true inventors of the '462 Patent and any and all other related continuation and divisional patents, including U.S. Patent Nos. 10,057,738; 10,200,832; 10,484,846; and 10,750,332; and directing the Director of the U.S. Patent & Trademark Office to issue a Certificate of Correction reflecting the same;

J. A judgment declaring that Network Apps is the true assignee of the '462 Patent and any and all other related continuation and divisional patents, including U.S. Patent Nos. 10,057,738; 10,200,832; 10,484,846; and 10,750,332, pursuant to 35 U.S.C. § 256 or as otherwise permitted by law;

K. Such other and further relief at law or in equity as the Court determines is just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all claims and issues so triable.

Dated: March 4, 2024

By: */s/ Kevin E. Cadwell*
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on this the 4th day of March 2024 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system.

/s/ Kevin E. Cadwell
Kevin E. Cadwell