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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 (San Francisco Division)

11
12 CYGNUS TELECOMMUNICATIONS)
13 TECHNOLOGY, LLC,)

14 Plaintiff,)

15 v.)

16 I CALL AROUND, INC.,)

17 Defendant.)
18)
19)

Case No.

COMPLAINT

(JURY TRIAL DEMANDED)

20 Cygnus Telecommunications Technology, LLC, a Delaware limited liability company
21 (“Plaintiff”), complains as follows:

22 1. This is a patent infringement case under the patent laws of the United States,
23 particularly 35 U.S.C. § 271 and § 281. Jurisdiction arises under 28 U.S.C. § 1338(a). Venue in
24 this judicial district arises under 28 U.S.C. 1400(b).

25 2. Plaintiff is a limited liability company of the State of Delaware, having a place of
26 business at Minneapolis Minnesota. It owns United States Patent 5,883,964, granted March 16,
27 1999, a true and correct copy of which is attached hereto as Exhibit A. It also owns United
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1 States Patent 6,035,027 granted March 7, 2000, a true and correct copy of which is attached
2 hereto as Exhibit B.

3 3. Defendant I Call Around, Inc. is a California corporation doing business in San
4 Francisco, California. Defendant resides in this judicial district, has committed acts of
5 infringement in this judicial district, and has a regular and established place of business in this
6 judicial district.

7 4. The patents in suit describe and claim a telephone service for customers outside the
8 United States using the uncompleted call signaling configuration of international call-back
9 service. I Call Around subscribers are able to make international telephone calls at low United
10 States rates by triggering a call-back from I Call Around using an uncompleted call signal, for
11 which there is no charge to the subscriber. I Call Around calls back the subscriber at the call-
12 back number the subscriber has provided to I Call Around. The subscriber enters the destination
13 number to be called and I Call Around calls the destination. When complete, I Call Around
14 bridges the two calls to the subscriber and to the destination, allowing the two to communicate.

15 5. Typically, the subscriber is in a country having relatively high rates for
16 international telephone calls, and the service provider is in a country having relatively low rates
17 for international telephone calls. Hence, international call-back describes the automatic call-
18 back by the service internationally to the subscriber. I Call Around has subscribers in many
19 foreign countries that are assigned trigger numbers by Defendant. On information and belief, the
20 business of I Call Around was started by Phoenix Network International, Inc., a subsidiary of
21 Qwest Communications, Inc., one of the Baby Bells. Cygnus sued Phoenix, and Qwest settled
22 the case by stipulating that the international call-back business of Phoenix was an infringement
23 of the Cygnus patents, and that the patents are valid. Phoenix entered into a license agreement
24 with Cygnus and agreed to pay a reasonable royalty to use the patented inventions. The man in
25 charge of the international call-back business at Phoenix was Laurie Frater. The settlement,
26 however, was negotiated by a lawyer for Qwest.

1 6. Shortly after the case settled and the license was granted, Qwest sold the
2 international call-back business of Phoenix to Call Access. On information and belief, the
3 business of Call Access was essentially the same as that of Phoenix. The same switching
4 facilities were used; many of the customers were the same, and at least some of the personnel,
5 including Laurie Frater, were the same. The offices were at 185 Berry Street, San Francisco
6 94107, the same building that Qwest and Phoenix had occupied. Call Access signed a license
7 agreement with Cygnus to use the patented inventions for payment of a reasonable royalty.

8 7. Call Access had financial difficulties and went out of business after a short time.
9 On information and belief, the business was sold to Defendant I Call Around. Laurie Frater is
10 now employed by I Call Around. The offices are either in 185 Berry Street or nearby in zip code
11 94107. On information and belief, at least some of the customers are the same, and the same
12 switching facilities are used. The business of I Call Around is a continuation of the business of
13 Phoenix and Call Access. I Call Around is liable as successor to the previously infringing
14 businesses. I Call Around has refused to take a license to use the patented inventions.

15 8. The patents are presumed to be valid under 35 U.S.C. §282. Defendant is an
16 infringer under 35 U.S.C. §271(a). Cygnus seeks damages adequate to compensate for the
17 infringement under 35 U.S.C. §284.

18 9. Plaintiff seeks preliminary and permanent injunctive relief under 35 U.S.C. §283
19 because the infringement is causing irreparable harm to Plaintiff. If Defendant is enjoined from
20 infringing, the owners of the equipment used in infringement will not render services to
21 Defendant's customers, ending the infringement caused by Defendant. The remedy at law is not
22 adequate.

23 WHEREFORE, Plaintiff prays for:

24 A. A preliminary and permanent injunction against the use of the patented system
25 and method under 35 U.S.C. § 283.

26 B. Damages adequate to compensate for the infringement of the patent by defendant
27 under 35 U.S.C. § 284.

1 C. Increased damages up to three times the amount found by the jury, under 35
2 U.S.C. § 284.

3 D. Reasonable attorney fees under 35 U.S.C. § 285.

4 E. Costs.

5 F. Such other and further relief as the court deems just.

6 Dated: September __, 2003

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JOHN P. SUTTON
9 Attorney for Plaintiff
10 Cygnus Telecommunications Technology LLC
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JURY DEMAND

Plaintiff, Cygnus Telecommunications Technology, LLC hereby demands a trial by jury in the above-captioned matter.

Dated: September __, 2003

JOHN P. SUTTON
Attorney for Plaintiff
Cygnus Telecommunications Technology LLC