

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

**DNT LLC,**

**Plaintiff,**

**v.**

**Civil Action No.: 3:09-cv-21 (JRS)**

**SPRINT SPECTRUM, LP AND NEXTEL  
OPERATIONS, INC.,**

**CELLCO PARTNERSHIP  
d/b/a VERIZON WIRELESS,**

**T-MOBILE USA, INC.,**

**ALLTEL COMMUNICATIONS, LLC,**

**and**

**UNITED STATES CELLULAR  
CORPORATION,**

**Defendants.**

**AMENDED COMPLAINT**

DNT LLC complains against Sprint Spectrum, LP and Nextel Operations, Inc., Cellco Partnership d/b/a Verizon Wireless, T-Mobile USA, Inc., Alltel Communications, LLC, and United States Cellular Corporation and alleges the following:

**The Parties**

**DNT LLC**

1. DNT LLC (“Plaintiff”) is a Virginia company with its principal place of business at 8221 Old Courthouse Road, Suite 300, Vienna, Virginia 22182.

*Sprint Spectrum, LP and Nextel Operations, Inc.*

2. On information and belief, Sprint Spectrum, LP is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. On information and belief, Nextel Operations, Inc. is a Delaware corporation with its principal place of business in Overland Park, Kansas. Sprint Spectrum, LP and Nextel Operations, Inc. are referred to hereinafter collectively as “Sprint”.

3. On information and belief, Sprint is in the business of selling access to cellular networks and associated accessories, including wireless modem cards for computers, designed to be used in conjunction with cellular networks for the transmission of information.

*Verizon Wireless*

4. On information and belief, Cellco Partnership d/b/a Verizon Wireless (“Verizon”) is a Delaware general partnership with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920.

5. On information and belief, Verizon is in the business of selling access to cellular networks and associated accessories, including wireless modem cards for computers, designed to be used in conjunction with cellular networks for the transmission of information.

*T-Mobile USA, Inc.*

6. On information and belief, T-Mobile USA, Inc. (“T-Mobile”) is a Delaware corporation with its principal place of business at 12920 South East 38<sup>th</sup> Street, Bellevue, Washington 98006.

7. On information and belief, T-Mobile is in the business of selling access to cellular networks and associated accessories, including wireless modem cards for computers, designed to be used in conjunction with cellular networks for the transmission of information.

Alltel Communications, LLC

8. On information and belief, Alltel Communications, LLC (“Alltel”) is a Delaware limited liability company with its principal place of business at One Allied Drive, Little Rock, Arkansas 72202.

9. On information and belief, Alltel is in the business of selling access to cellular networks and associated accessories, including wireless modem cards for computers, designed to be used in conjunction with cellular networks for the transmission of information.

United States Cellular Corporation

10. On information and belief, United States Cellular Corporation (“US Cellular”) is a Delaware corporation with its principal place of business at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631.

11. On information and belief, US Cellular is in the business of selling access to cellular networks and associated accessories, including wireless modem cards for computers, designed to be used in conjunction with cellular networks for the transmission of information.

12. [PARAGRAPH OMITTED]

13. [PARAGRAPH OMITTED]

**Nature of the Case**

14. This is an action for infringement of United States Patent No. RE 37,660 (the ’660 patent), which is a reissue of U.S. Patent No. 5,452,352 (the ’352 patent). A true and correct copy of the ’660 patent is attached hereto as Exhibit A. This action is based on the Patent Laws of the United States as found in 35 U.S.C. § 100, *et seq.*

### **Jurisdiction and Venue**

15. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338. Venue is proper in this district and division pursuant to 28 U.S.C. § 1391 and § 1400, and E.D. Va. Local Civil Rule 3(C).

#### **Sprint**

16. On information and belief, Sprint has and/or does sell and/or offers to sell infringing products and service in this judicial district. Specifically, Sprint has and/or does sell and/or offers to sell wireless modem cards for computers designed to be used in conjunction with cellular networks including *at least* the following devices: Compass 597; AirCard 597E; AirCard 595; U680; USB U300; Ovation U720; Ovation U727; U760; Merlin C201; Merlin S620; Merlin E720; Merlin S720 PCMCIA; PC5740; PX-500; and PX-600 (collectively the “Sprint Products”) as well as accompanying data service in this district.

17. On information and belief, Sprint sells and/or offers to sell data service to be used in conjunction with the Sprint Products. On information and belief, Sprint usually conditions the sales of the Sprint Products requiring at least a two year service contract.

18. On information and belief, Sprint has systematic and continuous contacts with this jurisdiction.

#### **Verizon**

19. On information and belief, Verizon has and/or does sell and/or offers to sell infringing products and service in this judicial district. Specifically, Verizon has and/or does sell and/or offers to sell wireless modem cards for computers designed to be used in conjunction with cellular networks including *at least* the following devices: PC3320; PC5220; PC5740 EV-DO

PC; PC5730; PC5750; UM150; UM175 USB; S720; V620; V640; V740 ExpressCard; USB760; USB727; PC5750; KPC650; KPC680; and AirCard 595 (collectively the “Verizon Products”).

20. On information and belief, Verizon sells and/or offers to sell data service to be used in conjunction with the Verizon Products. On information and belief, Verizon often conditions the sales of the Verizon Products requiring at least a two year service contract.

21. On information and belief, Verizon has systematic and continuous contacts with this jurisdiction.

T-Mobile

22. On information and belief, T-Mobile has and/or does sell and/or offers to sell infringing products and service in this judicial district. Specifically, T-Mobile has and/or does sell and/or offers to sell wireless modem cards for computers designed to be used in conjunction with cellular networks including *at least* the following devices: GC79; GC89; and AirCard 750 (collectively the “T-Mobile Products”).

23. On information and belief, T-Mobile sells and/or offers to sell data service to be used in conjunction with the T-Mobile Products. On information and belief, T-Mobile conditions the sales of the T-Mobile Products often requiring a service contract.

24. On information and belief, T-Mobile has systematic and continuous contacts with this jurisdiction.

Alltel

25. On information and belief, Alltel has and/or does sell and/or offers to sell, infringing products and service in this judicial district. Specifically, Alltel has and/or does sell and/or offers to sell wireless modem cards for computers designed to be used in conjunction with

cellular networks including *at least* the following devices: UM150; UM175; EC168; EC228; CDU550; KPC650; KPC680; and PC5750 (collectively the “Alltel Products”).

26. On information and belief, Alltel sells and/or offers to sell data service to be used in conjunction with the Alltel Products. On information and belief, Alltel often conditions the sales of the Alltel Products requiring a service contract.

27. On information and belief, Alltel has systematic and continuous contacts with this jurisdiction.

US Cellular

28. On information and belief, US Cellular sells, and/or offers to sell, infringing products and service in this judicial district. Specifically, US Cellular has and/or does sell and/or offers to sell wireless modem cards for computers designed to be used in conjunction with cellular networks including *at least* the following devices: UM175 and KPC680 (collectively the “US Cellular Products”).

29. On information and belief, US Cellular sells and/or offers to sell data service to be used in conjunction with the US Cellular Products. On information and belief, US Cellular conditions the sales of the US Cellular Products often requiring a service contract.

30. On information and belief, US Cellular has systematic and continuous contacts with this jurisdiction.

31. [PARAGRAPH OMITTED]

32. [PARAGRAPH OMITTED]

33. [PARAGRAPH OMITTED]

### **Background**

34. On September 19, 1995, the United States Patent and Trademark Office (“PTO”) issued U.S. Patent No. 5,452,352, entitled “Automatic Dialing System” to the inventor, David Talton.

35. Mr. Talton later filed for a reissue of the ’352 patent and this application was assigned application number 08/933,951 by the PTO.

36. On April 16, 2002, the PTO issued U.S. Patent No. RE 37,660, entitled “Automatic Dialing System,” as a reissue of the ’352 patent.

37. The ’660 patent was subsequently assigned by Mr. Talton to his company Taltwell LLC.

38. On September 4, 2007, the ’660 patent was asserted against Zonet USA Corp. (“Zonet”) in *Taltwell, LLC v. Zonet USA Corp.*, Case No. 3:07CV00543-REP (E.D. Va.).

39. On March 28, 2008 The Honorable Robert E. Payne issued a claim construction opinion in *Taltwell, LLC v. Zonet USA Corp.*, and that claim construction opinion was never appealed.

40. On May 21, 2008, the eve of trial, Zonet and Taltwell entered into a settlement agreement, and shortly thereafter the case was jointly dismissed.

41. The ’660 patent was thereafter ultimately and is currently assigned to DNT LLC.

### **Count I – Direct Infringement of the ’660 Patent**

#### **By Sprint**

42. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-41 above.

43. Sprint's use, sale, offer for sale and/or importation of the Sprint Products constitutes infringement of at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

**By Verizon**

44. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-43 above.

45. Verizon's use, sale, offer for sale and/or importation of the Verizon Products constitutes infringement of at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

**By T-Mobile**

46. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-45 above.

47. T-Mobile's use, sale, offer for sale and/or importation of the T-Mobile Products constitutes infringement of at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

**By Alltel**

48. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-47 above.

49. Alltel's use, sale, offer for sale and/or importation of the Alltel Products constitutes infringement of at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

**By US Cellular**

50. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-49 above.

51. US Cellular's use, sale, offer for sale and/or importation of the US Cellular Products constitutes infringement of at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

52. [PARAGRAPH OMITTED]

53. [PARAGRAPH OMITTED]

**Count II – Indirect Infringement of the '660 Patent**

**By Sprint**

54. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-51 above.

55. Sprint's customers use the Sprint Products thereby infringing at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

56. Sprint knowingly encourages such use by its customers, and Sprint had notice of the '660 patent at least as early as January 13, 2009. Sprint is thus liable for ongoing inducement of infringement under 35 U.S.C. § 271(b).

57. [PARAGRAPH OMITTED]

**By Verizon**

58. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-56 above.

59. Verizon's customers use the Verizon Products thereby infringing at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

60. Verizon knowingly encourages such use by its customers, and Verizon had notice of the '660 patent at least as of the date of service of the original complaint. Verizon is thus liable for ongoing inducement of infringement under 35 U.S.C. § 271(b).

**By T-Mobile**

61. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-60 above.

62. T-Mobile's customers use the T-Mobile Products thereby infringing at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

63. T-Mobile knowingly encourages such use by its customers, and T-Mobile had notice of the '660 patent at least as early as January 13, 2009. T-Mobile is thus liable for ongoing inducement of infringement under 35 U.S.C. § 271(b).

**By Alltel**

64. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-63 above.

65. Alltel's customers use the Alltel Products thereby infringing at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

66. Alltel knowingly encourages such use by its customers, and Alltel had notice of the '660 patent at least as early as January 16, 2009. Alltel is thus liable for ongoing inducement of infringement under 35 U.S.C. § 271(b).

**By US Cellular**

67. Plaintiff incorporates by reference and repeats the allegations in paragraphs 1-66 above.

68. US Cellular's customers use the US Cellular Products thereby infringing at least claim 21 of the '660 patent under 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents.

69. US Cellular knowingly encourages such use by its customers, and US Cellular had notice of the '660 patent at least as early as January 16, 2009. US Cellular is thus liable for ongoing inducement of infringement under 35 U.S.C. § 271(b).

70. [PARAGRAPH OMITTED]

71. [PARAGRAPH OMITTED]

72. [PARAGRAPH OMITTED]

#### **Demand for Jury Trial**

DNT demands a trial by jury on all issues so triable.

#### **Prayer for Relief**

In view of the foregoing, DNT respectfully requests the following relief:

A. A judgment that Defendants have infringed one or more of the claims of the '660 patent;

B. A judgment awarding Plaintiff damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for each product (including bundled services) sold by each Defendant which falls within the scope of one or more claims of the '660 patent;

C. An injunction under 35 U.S.C. § 283 restraining each Defendant, as well as their officers, agents, servants, employees, and any person in active concert or participation with any Defendant or any of the foregoing, from the commercial manufacture, use, import, offer to sell or

sale within the United States of the Defendant's Products or any products within the scope of one or more claims of the '660 patent;

D. Costs and expenses incurred in pursuing this action; and

E. Any other relief the Court deems just and proper.

Dated: April 9, 2009.

Respectfully submitted,

DNT LLC,

By Counsel

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## **CERTIFICATE OF SERVICE**

I hereby certify that on the 9<sup>th</sup> day of April, 2009, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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