

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 08-cv-02013-WDM-KLM

ARTHUR A. COLLINS, INC.,

Plaintiff,

v.

QWEST CORPORATION,

Defendant.

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Arthur A. Collins, Inc. (“Collins”), complains of Defendant Qwest Corporation (“Qwest”), as follows:

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has exclusive jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §1338(a). Venue is proper in this judicial district under 28 U.S.C. §§1391 and 1400(b).

THE PARTIES

2. Collins is an Iowa Corporation with its principal place of business at 1303 Chickasaw, Richardson, Texas 75080.

3. Upon information and belief, Qwest is a Colorado corporation with its principal place of business at 1801 California Street, Denver, Colorado 80202.

GENERAL ALLEGATIONS

4. Collins is the owner of United States Patent No. 4,797,589 C1 (“the ‘589 patent”).

5. The '589 patent originally issued on January 10, 1989, and was the subject of Reexamination Certificate 4637th, which issued on September 10, 2002. The '589 patent is entitled "Dynamically Reconfigurable Time-Space-Time Digital Switch and Network".

6. Qwest has infringed the '589 patent, by, *inter alia*, having used in this Judicial District SONET telecommunication networks interconnected with TST digital switches which are covered by the '589 patent.

COUNT I

PATENT INFRINGEMENT

7. Collins repeats and incorporates by reference the allegations set forth in paragraphs 1 through 6.

8. Qwest has infringed claims 1-2 of the '589 patent through, among other activities, using SONET telecommunication networks interconnected with TST digital switches, and selling and offering for sale services associated with such networks. Further, Qwest has, through its actions, knowingly contributed to or induced the infringement of the '589 patent in violation of 35 U.S.C. §§ 271(b) & (c).

9. Qwest's infringement has injured Collins, and entitles Collins to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

10. On information and belief, Qwest's infringement of the '589 patent has been willful.

11. No charge of infringement is being made by Collins herein against Qwest regarding any Lucent Equipment (defined as "any service or equipment manufactured, sold, leased or otherwise provided (directly or indirectly) by Lucent"), individually or in combination

with other Lucent Equipment or Non-Lucent Equipment (defined as “any equipment that is not Lucent Equipment”).

WHEREFORE, Collins seeks the following relief in this case:

- a. That Qwest be ordered to pay damages adequate to compensate Collins for its infringement of the ‘589 patent, together with prejudgment interest and costs;
- b. That Qwest be ordered to pay treble damages and attorneys’ fees pursuant to 35 U.S.C. §284 and 285; and
- c. That Collins be granted such other and additional relief against Qwest as the Court deems just and proper.

A JURY TRIAL IS REQUESTED

DATED this 24th day of November, 2008

Respectfully submitted,

s/brian d smith
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