



2. Defendant Apple Inc. is a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014. Apple is designing, marketing, making, using, selling, importing, and/or offering for sale cellular telephones, tablet computers, and other electronic devices with USB functionality (“Apple USB products”). Apple is doing business in the United States and, more particularly, in the Eastern District of Texas by designing, marketing, making, using, selling, importing, and/or offering for sale the Apple USB products, including but not limited to Apple’s iPhone 4 and iPad products, that infringe the patent claims involved in this action or by transacting other business in this District. Apple may be served with process by serving its registered agent, C T Corporation System, located at 350 N. St. Paul St., Suite 2900, Dallas, TX 75201-4234.

3. Defendant Samsung Electronics America, Inc. (“Samsung Electronics America”), is a corporation organized under the laws of the State of Delaware with its principal place of business at 105 Challenger Road, Ridgefield Park, New Jersey 07660. Defendant Samsung Telecommunications America L.P. (“Samsung Telecommunications”), is a corporation organized under the laws of the State of Delaware with its principal place of business at 1301 E. Lookout Drive, Richardson, Texas 75082. Defendant Samsung Electronics Co., Ltd. (“Samsung Electronics”) is a corporation organized under the laws of the country of Korea with its principal place of business at Samsung Main Building, 250, Taepyeongno 2-ga, Jung-gu, Seoul 100-742 Korea. Upon information and belief, Samsung Electronics America and Samsung Telecommunications are wholly owned subsidiaries of Samsung.

4. Samsung is designing, marketing, making, using, selling, importing, and/or offering for sale cellular telephones, tablet computers, cameras, televisions, blu-ray players, and other electronic devices with USB functionality (“Samsung USB products”). Samsung is doing business in the United States and, more particularly, in the Eastern District of Texas by

designing, marketing, making, using, selling, importing, and/or offering for sale the Samsung USB products, including but not limited to Samsung's Captivate wireless telephone, BD-D5300 blu-ray player, 8000 Series television, SH100 camera, and Galaxy Tab tablet computer products, that infringe the patent claims involved in this action or by transacting other business in this District.

5. Samsung Electronics America can be served with process by serving its registered agent, C T Corporation System, located at 350 N. St. Paul St., Suite 2900, Dallas, Texas 75201-4234. Samsung Telecommunications can be served with process by serving its registered agent, Corporation Service Company dba CSC - Lawyers Incorporating Service Company, located at 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

6. Defendant HTC Corporation ("HTC Taiwan") is incorporated in Taiwan with its principal place of business at No. 23, Xinghua Rd., Taoyuan City, Yaoyuan County 330, Taiwan. Defendant HTC America, Inc. ("HTC America") is a Washington corporation with its principal place of business at 13920 SE Eastgate Way, Suite 400, Bellevue, WA 98005. Upon information and belief, HTC America is a wholly owned subsidiary of HTC Taiwan.

7. HTC is designing, marketing making, using, selling, importing, and/or offering for sale cellular telephones and tablet computers with USB functionality ("HTC USB products"). HTC is doing business in the United States and, more particularly, in the Eastern District of Texas by designing, marketing, making, using, selling, importing, and/or offering for sale the HTC USB products, including but not limited to the HTC Thunderbolt and HTC Jetstream products, that infringe the patent claims involved in this action or by transacting other business in this District.

8. HTC may be served with process by serving National Registered Agents, Inc., located at 16055 Space Center Blvd., Suite 235 Houston, TX 77062.

9. Defendant Motorola Mobility, Inc. is a Delaware corporation with its principal place of business at 600 N. U.S. Highway 45, Libertyville, IL 60048.

10. Motorola is designing, marketing, making, using, selling, importing, and/or offering for sale cellular telephones and tablet computers with USB functionality (“Motorola USB products”). Motorola is doing business in the United States and, more particularly, in the Eastern District of Texas by designing, marketing, making, using, selling, importing, and/or offering for sale the Motorola USB products, including but not limited to Motorola’s Atrix and Xoom, that infringe the patent claims involved in this action or by transacting other business in this District.

11. Motorola may be served with process by serving its registered agent, C T Corporation System, located at 350 N. St. Paul St., Suite 2900, Dallas, TX 75201-4234.

12. Defendant Nokia Corporation (“Nokia Finland”) is incorporated under the laws of the Republic of Finland with its principal place of business at Keilalahdentie 4, P.O. Box 226, FI-00045 Nokia Group, Espoo, Finland. Defendant Nokia Incorporated (“Nokia USA”) is a Delaware corporation with its principle place of business at 102 Corporate Park Drive, White Plains, NY 10604. Upon information and belief, Nokia USA is a wholly owned subsidiary of Nokia Finland.

13. Nokia is designing, marketing, making, using, selling, importing, and/or offering for sale cellular telephones and other electronic devices with USB functionality (“Nokia USB products”). Nokia is doing business in the United States and, more particularly, in the Eastern

District of Texas by designing, marketing, making, using, selling, importing, and/or offering for sale the Nokia USB products, including but not limited to the Nokia Astound and Nokia N8 products, that infringe the patent claims involved in this action or by transacting other business in this District.

14. Nokia may be served with process by serving its registered agent, National Registered Agents, Inc., located at 16055 Space Center Blvd., Suite 235 Houston, TX 77062.

15. Defendant Research in Motion Ltd. (“RIM LTD”) is a Canadian corporation incorporated under the laws of Ontario with its principal place of business at 295 Phillip Street, Waterloo, Ontario, Canada N2L 3W8. Defendant Research in Motion Corporation (“RIM USA”) is a Delaware corporation with its principal place of business at 122 West John Carpenter Parkway, Suite 430, Irving, TX 75039. Upon information and belief, RIM USA is a wholly owned subsidiary of RIM LTD.

16. RIM is designing, marketing, making, using, selling, importing, and/or offering for cellular telephones and tablet computers with USB functionality (“RIM USB products”). RIM is doing business in the United States and, more particularly, in the Eastern District of Texas by designing, marketing, making, using, selling, importing, and/or offering for sale the RIM USB products, including but not limited to the BlackBerry Torch and the BlackBerry Playbook products, that infringe the patent claims involved in this action or by transacting other business in this District.

17. RIM may be served with process by serving its registered agent, C T Corporation System, located at 350 N. St. Paul St., Suite 2900, Dallas, TX 75201-4234.

**JURISDICTION AND VENUE**

18. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. §§ 271 and 281-285. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

19. Venue is proper in the Marshall Division of the Eastern District of Texas pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b).

20. This Court has personal jurisdiction over Apple. Apple has conducted and does conduct business within the State of Texas. Apple, directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises Apple USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. Apple has purposefully and voluntarily placed one or more of its Apple USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The Apple USB products have been and continue to be purchased by consumers in the Eastern District of Texas. Apple has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

21. This Court has personal jurisdiction over Samsung. Samsung has conducted and does conduct business within the State of Texas. Samsung, directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises Samsung USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. Samsung has purposefully and voluntarily placed one or more of its Samsung USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The Samsung USB products have been and continue to be purchased by consumers in the Eastern

District of Texas. Samsung has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

22. This Court has personal jurisdiction over HTC. HTC has conducted and does conduct business within the State of Texas. HTC, directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises HTC USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. HTC has purposefully and voluntarily placed one or more of its HTC USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The HTC USB products have been and continue to be purchased by consumers in the Eastern District of Texas. HTC has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

23. This Court has personal jurisdiction over Motorola. Motorola has conducted and does conduct business within the State of Texas. Motorola, directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises Motorola USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. Motorola has purposefully and voluntarily placed one or more of its Motorola USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The Motorola USB products have been and continue to be purchased by consumers in the Eastern District of Texas. Motorola has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

24. This Court has personal jurisdiction over Nokia. Nokia has conducted and does conduct business within the State of Texas. Nokia, directly or through intermediaries (including

distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises Nokia USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. Nokia has purposefully and voluntarily placed one or more of its Nokia USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The Nokia USB products have been and continue to be purchased by consumers in the Eastern District of Texas. Nokia has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

25. This Court has personal jurisdiction over RIM. RIM has conducted and does conduct business within the State of Texas. RIM, directly or through intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises RIM USB products that infringe the patent claims involved in this action in the United States, the State of Texas, and the Eastern District of Texas. RIM has purposefully and voluntarily placed one or more of its RIM USB products into the stream of commerce with the expectation that it will be purchased by consumers in the Eastern District of Texas. The RIM USB products have been and continue to be purchased by consumers in the Eastern District of Texas. RIM has committed the tort of patent infringement within the State of Texas and, more particularly, within the Eastern District of Texas.

### **GENERAL ALLEGATIONS**

26. On November 1, 1994, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 5,361,261 (“the ‘261 Patent”), entitled “Frame-Based Transmission of Data,” to Brian C. Edem and Debra J. Worsley. Negotiated Data Solutions, Inc. is the owner by assignment of the ‘261 Patent.

27. On July 2, 1996, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 5,533,018 (“the ‘018 Patent”), entitled “Multi-Protocol Packet Framing over an Isochronous Network,” to Gregory L. Dejager and Erik R. Swenson. Pursuant to a broadening reissue application filed on the ‘018 patent on July 2, 1998, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. RE 38,820 (“the ‘820 Patent”). Negotiated Data Solutions, Inc. is the owner by assignment of the ‘820 Patent.

28. On October 15, 1996, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 5,566,169 (“the ‘169 Patent”), entitled “Data Communication Network with Transfer Port, Cascade Port, and/or Frame Synchronizing Signal,” to Geetha N. K. Rangan, Debra J. Worsley, Richard Thaik, and Brian C. Edem. Pursuant to a broadening reissue application filed on the ‘169 patent on October 15, 1998, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. RE 39,395 (“the ‘395 Patent”). Negotiated Data Solutions, Inc. is the owner by assignment of the ‘395 Patent.

29. On January 14, 1997, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 5,594,734 (“the ‘734 Patent”), entitled “Asynchronous Processor Access to a Switch Table in a Network with Isochronous Capability,” to Debra J. Worsley, Michael T. Werstlein, and Richard W. Thaik. Pursuant to a broadening reissue application filed on the ‘734 patent on January 14, 1999, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. RE 39,216 (“the ‘216 Patent”). Negotiated Data Solutions, Inc. is the owner by assignment of the ‘216 Patent.

30. Negotiated Data Solutions, Inc. is the owner of all rights, title, and interest in and to the ‘261 Patent, ‘820 Patent, ‘395 Patent, and ‘216 Patent (“the NData Patents”). NData possesses all rights to sue and recover for past and future infringement.

31. Each of the NData Patents is valid and enforceable.

32. Defendants have infringed, and continue to infringe, directly, contributorily, and/or through the inducement of others, the claimed apparatuses of the NData Patents through the USB-capable products they make, use, import, export, sell, and/or offer for sale.

33. NData has been damaged as a result of Defendants' infringing conduct. Defendants are, therefore, liable to NData in an amount that adequately compensates NData for Defendants' infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

### **Infringement of the NData Patents**

34. Apple has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the Apple USB products that practice or embody one or more claims of each of the NData Patents. Apple also has been and is now contributing to and/or inducing others, such as end users of such Apple USB products, to directly infringe one or more claims of each of the NData Patents.

35. Apple indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). Apple provides Apple USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the Apple USB Products. Accordingly, Apple indirectly infringes because Apple has been and is now actively inducing others, such as end users of Apple USB products, to directly infringe one or more claims of each of the NData Patents.

36. Apple also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of Apple USB Products, in accordance with 35 U.S.C. § 271(c), because Apple offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a

material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Apple's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

37. Apple received actual notice that its actions infringed the NData Patents prior to the filing of this complaint. Apple has had knowledge that its actions infringed the NData Patents and that its actions induced infringement of the NData Patents since it received notice. Apple's subsequent infringement of the NData Patents has been willful and deliberate, entitling NData to enhanced damages and attorney's fees incurred in this action.

38. Samsung has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the Samsung USB products that practice or embody one or more claims of each of the NData Patents. Samsung also has been and is now contributing to and/or inducing others, such as end users of such Samsung USB products, to directly infringe one or more claims of each of the NData Patents.

39. Samsung indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). Samsung provides Samsung USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the Samsung USB Products. Accordingly, Samsung indirectly infringes because Samsung has been and is now actively inducing others, such as end users of Samsung USB products, to directly infringe one or more claims of each of the NData Patents.

40. Samsung also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of Samsung USB Products, in accordance with 35 U.S.C. § 271(c), because Samsung offers to sell or sells within the United

States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Samsung's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

41. Samsung received actual notice that its actions infringed the NData Patents prior to the filing of this complaint. Samsung has had knowledge that its actions infringed the NData Patents and that its actions induced infringement of the NData Patents since it received notice. Samsung's subsequent infringement of the NData Patents has been willful and deliberate, entitling NData to enhanced damages and attorney's fees incurred in this action.

42. HTC has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the HTC USB products that practice or embody one or more claims of each of the NData Patents. HTC also has been and is now contributing to and/or inducing others, such as end users of such HTC USB products, to directly infringe one or more claims of each of the NData Patents.

43. HTC indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). HTC provides HTC USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the HTC USB Products. Accordingly, HTC indirectly infringes because HTC has been and is now actively inducing others, such as end users of HTC USB products, to directly infringe one or more claims of each of the NData Patents.

44. HTC also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of HTC USB Products, in accordance with

35 U.S.C. § 271(c), because HTC offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. HTC's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

45. Motorola has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the Motorola USB products that practice or embody one or more claims of each of the NData Patents. Motorola also has been and is now contributing to and/or inducing others, such as end users of such Motorola USB products, to directly infringe one or more claims of each of the NData Patents.

46. Motorola indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). Motorola provides Motorola USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the Motorola USB Products. Accordingly, Motorola indirectly infringes because Motorola has been and is now actively inducing others, such as end users of Motorola USB products, to directly infringe one or more claims of each of the NData Patents.

47. Motorola also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of Motorola USB Products, in accordance with 35 U.S.C. § 271(c), because Motorola offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process,

constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Motorola's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

48. Nokia has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the Nokia USB products that practice or embody one or more claims of each of the NData Patents. Nokia also has been and is now contributing to and/or inducing others, such as end users of such Nokia USB products, to directly infringe one or more claims of each of the NData Patents.

49. Nokia indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). Nokia provides Nokia USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the Nokia USB Products. Accordingly, Nokia indirectly infringes because Nokia has been and is now actively inducing others, such as end users of Nokia USB products, to directly infringe one or more claims of each of the NData Patents.

50. Nokia also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of Nokia USB Products, in accordance with 35 U.S.C. § 271(c), because Nokia offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. Nokia's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

51. RIM has been and is now directly infringing the NData Patents by making, using, selling, offering for sale, importing into the United States, and/or exporting the RIM USB products that practice or embody one or more claims of each of the NData Patents. RIM also has been and is now contributing to and/or inducing others, such as end users of such RIM USB products, to directly infringe one or more claims of each of the NData Patents.

52. RIM indirectly infringes the NData Patents by inducement of infringement in accordance with 35 U.S.C. § 271(b). RIM provides RIM USB products to consultants, companies, and/or end-user customers in the United States who, in turn, use the RIM USB Products. Accordingly, RIM indirectly infringes because RIM has been and is now actively inducing others, such as end users of RIM USB products, to directly infringe one or more claims of each of the NData Patents.

53. RIM also indirectly infringes the NData Patents by contributing to infringement by consultants, companies, and/or end-user customers of RIM USB Products, in accordance with 35 U.S.C. § 271(c), because RIM offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial non-infringing use. RIM's actions are in violation of one or more of the provisions of 35 U.S.C. § 271(a), (b), (c), (f), and (g).

54. Defendants' acts have caused, and unless restrained and enjoined, will continue to cause, irreparable injury and damage to NData for which there is no adequate remedy at law. Unless enjoined by this Court, Defendants will continue to infringe the NData Patents.

**PRAYER FOR RELIEF**

55. WHEREFORE, NData requests the following relief:

56. a judgment that Defendants and their parents, affiliates, subsidiaries, officers, agents, servants, employees, attorneys, successors, and assigns, and all those persons in active concert or participation with them, or any of them, be enjoined from making, importing, using, offering for sale, selling, or causing to be sold any product or service falling within the scope of any claim of the NData Patents, or otherwise infringing or contributing to or inducing infringement of any claim of the NData Patents;

57. a judgment that Defendants have directly infringed, and/or indirectly infringed by way of inducement and/or contributory infringement, the NData Patents;

58. a judgment and order that NData be awarded its actual damages under 35 U.S.C. § 284, including supplemental damages for any continuing post-verdict infringement until Defendants are enjoined from further infringing activities;

59. that NData be awarded enhanced damages pursuant to 35 U.S.C. § 284;

60. a judgment and order requiring Defendants to pay NData pre-judgment and post-judgment interest on the damages awarded, including an award of prejudgment interest, pursuant to 35 U.S.C. § 284, from the date of each act of infringement of the NData Patents by Defendants to the day a damages judgment is entered, and further award of post-judgment interest, pursuant to 28 U.S.C. § 1961, continuing until such judgment is paid, at the maximum rate allowed by law;

61. that the Court order an accounting for damages through verdict and thereafter until Defendants are enjoined from further infringing activities;

62. a judgment and order finding this to be an exceptional case and requiring Defendants to pay the costs of this action (including all disbursements), attorneys' fees as provided by 35 U.S.C. § 285;

63. alternatively, that the Court award a compulsory ongoing royalty, in the event that an injunction does not issue; and

64. that NData be awarded such other and further relief as the Court deems just and proper.

**DEMAND FOR A JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, NData demands a trial by jury on all issues triable of right by a jury.

Dated: September 7, 2011

Respectfully submitted,

**MCKOOL SMITH, P.C.**

By: /s/ Theodore Stevenson III

Theodore Stevenson III

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**ATTORNEYS FOR PLAINTIFFS  
NEGOTIATED DATA  
SOLUTIONS, INC.**