

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

TOWER REINFORCEMENT, INC.,

Plaintiff,

v.

CROWN CASTLE INTERNATIONAL, CORP.,  
CROWN CASTLE OPERATING CO., CROWN  
CASTLE USA INC., AND AERO SOLUTIONS,  
LLC,

Defendants.

Civ. Action No. 3:12-CV-60

**DEMAND FOR JURY TRIAL**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Tower Reinforcement, Inc., for its Complaint and Demand for Jury Trial against the Defendants, states and alleges the following:

**THE PARTIES**

1. Plaintiff, Tower Reinforcement, Inc. (“Tower”), is a corporation organized and existing under the laws of the state of Indiana, having its principal place of business at 4763 Rosebud Lane, Suite A, Newburgh, Indiana 47630.

2. Upon information and belief, Defendant, Crown Castle International Corporation (“Crown Int’l”), is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 1220 Augusta Dr., Suite 500, Houston, Texas 72716.

3. Upon information and belief, Defendant, Crown Castle Operating Company (“CCOC”), is a corporation existing under the laws of the State of Delaware, with its principal place of business located at 510 Bering Drive, Suite 600, Houston, Texas 77057. Upon further

information and belief, CCOC is a holding company that conducts business through its subsidiaries on behalf of Crown Int'l.

4. Upon information and belief, Defendant, Crown Castle USA Inc. ("CCUSA"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317. Upon further information and belief, CCUSA is a subsidiary of Crown Int'l and/or CCOC whose core business includes renting space on wireless infrastructure. Upon information and belief, CCUSA has registered with the Indiana Secretary of State as a For-Profit Foreign Corporation and listed its registered agent as CT Corporation System, 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

5. Crown Int'l, CCOC, and CCUSA are collectively referred to herein as "Crown."

6. Upon information and belief, Defendant, Aero Solutions, LLC ("Aero Solutions"), is a limited liability company organized and existing under the laws of the State of Colorado, with its principal place of business located at 5500 Flatiron Parkway, Suite 100, Boulder, Colorado 80301. Upon further information and belief, Aero Solutions maintains a regional office in South Bend, Indiana. Upon information and belief, Defendant Aero Solutions, LLC has registered with the Indiana Secretary of State as a Foreign Limited Liability Company and listed its registered agent as Incorp Services, Inc., 756 North Main Street, Suite K, Crown Point, Indiana 46307.

#### **JURISDICTION AND VENUE**

7. This is an action includes claims for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

8. This Court has personal jurisdiction over the Crown Defendants because they regularly conduct business in the State of Indiana and therefore have substantial and continuous contacts within this judicial district; because they have purposefully availed themselves of the privileges of conducting business in this judicial district; and/or because they have committed acts of patent infringement in this judicial district.

9. This Court has personal jurisdiction over Aero Solutions because it regularly conducts business in the State of Indiana and therefore has substantial and continuous contacts within this judicial district; because it has purposefully availed itself of the privileges of conducting business in this judicial district; and/or because it has committed acts of patent infringement in this judicial district.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 (b) and (c) and 1400(b).

### **THE ASSERTED PATENTS**

11. Tower realleges and incorporates by reference paragraphs 1 through 10 as if fully stated herein.

12. On December 14, 2010, United States Patent No. 7,849,659 (“the ’659 patent”) entitled “Tower Reinforcement Apparatus and Method” was duly and legally issued by the United States Patent and Trademark Office. Tower owns the ’659 patent by assignment of all right, title, and interest. A true and correct copy of the ’659 patent is attached as Exhibit A.

13. On November 1, 2011, United States Patent No. 8,046,972 (“the ’972 patent”) entitled “Tower Reinforcement Apparatus and Method” was duly and legally issued by the United States Patent and Trademark Office. Tower owns the ’972 patent by assignment of all right, title, and interest. A true and correct copy of the ’972 patent is attached as Exhibit B.

14. On April 17, 2012, United States Patent No. 8,156,712 (“the ’712 patent”) entitled “Tower Reinforcement Apparatus and Method” was duly and legally issued by the United States Patent and Trademark Office. Tower owns the ’712 patent by assignment of all right, title, and interest. A true and correct copy of the ’712 patent is attached as Exhibit C.

**COUNT I: INFRINGEMENT OF THE ’659 PATENT**  
**(CROWN)**

15. Tower realleges and incorporates by reference paragraphs 1 through 14 as if fully stated herein.

16. Crown directly infringes the ’659 patent by using a process that infringes the ’659 patent in this district and elsewhere in the United States and by making, using, selling, and/or offering to sell an apparatus that infringes the ’659 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).

17. With knowledge of the ’659 patent, Crown has instructed and/or encouraged the design, certification, and/or construction of infringing tower reinforcement projects. Through at least these activities, Crown infringes, actively induces others to infringe, and/or contributes to the infringement of the ’659 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

18. Crown had and has actual notice of the ’659 patent, and has infringed and is infringing the ’659 patent with knowledge of Tower’s patent rights. Crown’s acts of infringement have been and are willful and deliberate.

19. Tower has suffered and will suffer monetary damages as a result of Crown’s infringement of the ’659 patent in an amount to be determined at trial.

20. Upon information and belief, Crown will continue to infringe the ’659 patent unless and until Crown is enjoined by this Court.

21. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Crown's infringing activities are enjoined by this Court.

**COUNT II: INFRINGEMENT OF THE '972 PATENT**  
**(CROWN)**

22. Tower realleges and incorporates by reference paragraphs 1 through 21 as if fully stated herein.

23. Crown directly infringes the '972 patent by making, using, selling, and/or offering to sell an apparatus that infringes the '972 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).

24. With knowledge of the '972 patent, Crown has instructed and/or encouraged the design, certification, and/or construction of infringing tower reinforcement projects. Through at least these activities, Crown infringes, actively induces others to infringe, and/or contributes to the infringement of the '972 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

25. Crown had and has actual notice of the '972 patent, and has infringed and is infringing the '972 patent with knowledge of Tower's patent rights. Crown's acts of infringement have been and are willful and deliberate.

26. Tower has suffered and will suffer monetary damages as a result of Crown's infringement of the '972 patent in an amount to be determined at trial.

27. Upon information and belief, Crown will continue to infringe the '972 patent unless and until Crown is enjoined by this Court.

28. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Crown's infringing activities are enjoined by this Court.

**COUNT III: INFRINGEMENT OF THE '712 PATENT**  
**(CROWN)**

29. Tower realleges and incorporates by reference paragraphs 1 through 28 as if fully stated herein.

30. Crown directly infringes the '712 patent by making, using, selling, and/or offering to sell an apparatus and/or system that infringes the '712 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).

31. With knowledge of the '712 patent, Crown has instructed and/or encouraged the design, certification, and/or construction of infringing tower reinforcement projects. Through at least these activities, Crown infringes, actively induces others to infringe, and/or contributes to the infringement of the '712 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

32. Upon information and belief, Crown has actual notice of the claims of the '712 patent and is infringing the '712 patent with knowledge of Tower's patent rights. Crown's acts of infringement are willful and deliberate.

33. Tower has suffered and will suffer monetary damages as a result of Crown's infringement of the '712 patent in an amount to be determined at trial.

34. Upon information and belief, Crown will continue to infringe the '712 patent unless and until Crown is enjoined by this Court.

35. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Crown's infringing activities are enjoined by this Court.

**COUNT IV: INFRINGEMENT OF THE '659 PATENT**  
**(AERO SOLUTIONS)**

36. Tower realleges and incorporates by reference paragraphs 1 through 35 as if fully stated herein.

37. Aero Solutions directly infringes the '659 patent by using a process that infringes the '659 patent in this district and elsewhere in the United States and by making, using, selling, and/or offering to sell an apparatus that infringes '659 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).

38. With knowledge of the '659 patent, Aero Solutions designs and/or certifies for construction infringing tower reinforcement projects. Through at least these activities, Aero Solutions infringes, actively induces others to infringe, and/or contributes to the infringement of the '659 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

39. Aero Solutions had and has actual notice of the '659 patent, and has infringed and is infringing the '659 patent with knowledge of Tower's patent rights. Aero Solutions's acts of infringement have been and are willful and deliberate.

40. Tower has suffered and will suffer monetary damages as a result of Aero Solutions's infringement of the '659 patent in an amount to be determined at trial.

41. Upon information and belief, Aero Solutions will continue to infringe the '659 patent unless and until Aero Solutions is enjoined by this Court.

42. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Aero Solutions's infringing activities are enjoined by this Court.

**COUNT V: INFRINGEMENT OF THE '972 PATENT**  
**(AERO SOLUTIONS)**

43. Tower realleges and incorporates by reference paragraphs 1 through 42 as if fully stated herein.

44. Aero Solutions directly infringes the '972 patent by making, using, selling, and/or offering to sell an apparatus that infringes the '972 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).

45. With knowledge of the '972 patent, Aero Solutions designs and/or certifies for construction infringing tower reinforcement projects. Through at least these activities, Aero Solutions infringes, actively induces others to infringe, and/or contributes to the infringement of the '972 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

46. Aero Solutions had and has actual notice of the '972 patent, and has infringed and is infringing the '972 patent with knowledge of Tower's patent rights. Aero Solutions's acts of infringement have been and are willful and deliberate.

47. Tower has suffered and will suffer monetary damages as a result of Aero Solutions's infringement of the '972 patent in an amount to be determined at trial.

48. Upon information and belief, Aero Solutions will continue to infringe the '972 patent unless and until Aero Solutions is enjoined by this Court.

49. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Aero Solutions's infringing activities are enjoined by this Court.

**COUNT VI: INFRINGEMENT OF THE '712 PATENT**  
**(AERO SOLUTIONS)**

50. Tower realleges and incorporates by reference paragraphs 1 through 49 as if fully stated herein.

51. Aero Solutions directly infringes the '712 patent by making, using, selling, and/or offering to sell an apparatus and/or system that infringes the '712 patent in this district and elsewhere in the United States, in violation of 35 U.S.C. § 271(a).



52. With knowledge of the '712 patent, Aero Solutions designs and/or certifies for construction infringing tower reinforcement projects. Through at least these activities, Aero Solutions infringes, actively induces others to infringe, and/or contributes to the infringement of the '712 patent, in violation of 35 U.S.C. §§ 271(b) and (c).

53. Upon information and belief, Aero Solutions has actual notice of the claims of the '712 patent and is infringing the '712 patent with knowledge of Tower's patent rights. Aero Solutions's acts of infringement are willful and deliberate.

54. Tower has suffered and will suffer monetary damages as a result of Aero Solutions's infringement of the '712 patent in an amount to be determined at trial.

55. Upon information and belief, Aero Solutions will continue to infringe the '712 patent unless and until Aero Solutions is enjoined by this Court.

56. Tower will be damaged and will be irreparably injured, for which Tower has no adequate remedy at law, unless and until Aero Solutions's infringing activities are enjoined by this Court.

**PRAYER FOR RELIEF**

WHEREFORE, Tower respectfully requests that this Court:

(1) Enter judgment that Defendants have infringed the '659, '972, and '712 patents under 35 U.S.C. § 271;

(2) Enter an order permanently enjoining Defendants and their officers, agents, employees, attorneys, and all persons in active concert or participation with any of them, from infringing the '659, '972, and '712 patents in violation of 35 U.S.C. § 271;

(3) Award Tower damages in an amount sufficient to compensate it for Defendants' infringement of the '659, '972, and '712 patents, together with pre-judgment and post-judgment interest and costs under 35 U.S.C. § 284;

(4) Perform an accounting of Defendants' infringing use, sales, and offers for sale through trial and judgment;

(5) Find that Defendant's infringement has been willful, and treble the damages awarded to Tower under 35 U.S.C. § 284;

(6) Declare this case to be "exceptional" under 35 U.S.C. § 285 and award Tower its attorneys' fees, expenses, and costs incurred in this action; and

(7) Award Tower such other and further relief as this Court deems just and proper.

**JURY TRIAL DEMAND**

Tower hereby demands a jury trial on all issues so triable.

Dated: April 27, 2012

Respectfully submitted,

/s/ Ross E. Rudolph

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**CERTIFICATE OF SERVICE**

I hereby certify that on **April 27, 2012**, a copy of the forgoing **Complaint and Demand for Jury Trial** was filed electronically. Notice of this filing will be sent to the following party via U.S. First Class Mail, Certified – Return Receipt Requested:

Crown Castle International, Corp.  
c/o The Corporation Trust Company, Registered Agent  
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/s/ Ross E. Rudolph  
Ross E. Rudolph