

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

CLEAR WITH COMPUTERS, LLC,)	
)	
Plaintiff,)	
)	Civil Action No. _____
v.)	
)	JURY TRIAL DEMANDED
MERCEDES-BENZ USA, LLC and,)	
MERCEDES-BENZ OF PLANO,)	
)	
Defendant.)	
_____)	

COMPLAINT

For its Complaint, Plaintiff Clear With Computers, LLC ("CWC"), by and through the undersigned counsel, alleges as follows:

THE PARTIES

1. CWC is a Texas limited liability company with a place of business located at 719 West Front Street, Suite 242, Tyler, Texas 75702.
2. Defendant Mercedes-Benz USA, LLC ("MBUSA") is a Delaware limited liability company with, upon information and belief, a place of business located at One Mercedes Drive, Montvale, New Jersey 07645.
3. Defendant Mercedes-Benz of Plano ("MB of Plano") is a Mercedes-Benz dealership with, upon information and belief, a place of business located at 4464 West Plano Parkway, Plano, Texas 75093.
4. Upon information and belief, a contract exists between MBUSA and MB of Plano which contains provisions governing MB of Plano's marketing and sales of Mercedes-Benz vehicles.

JURISDICTION AND VENUE

5. This action arises under the Patent Act, 35 U.S.C. § 1 *et seq.*

6. Subject matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338.

7. Upon information and belief, MBUSA conducts substantial business in this forum, directly or through intermediaries, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct and/or deriving substantial revenue from goods and services provided to individuals in this district.

8. Venue is proper in this district pursuant to §§ 1391(b), (c) and 1400(b).

THE PATENT-IN-SUIT

9. On September 11, 2012, United States Patent No. 8,266,015 (the "'015 patent"), entitled "Inventory Sales System and Method," was duly and lawfully issued by the U.S. Patent and Trademark Office ("USPTO"). A true and correct copy of the '015 patent is attached hereto as Exhibit A.

10. CWC is the assignee and owner of the right, title and interest in and to the '015 patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

COUNT I – INFRINGEMENT OF U.S. PATENT NO. 8,266,015

11. CWC repeats and realleges the allegations of paragraphs 1 through 10 as if fully set forth herein.

12. Without license or authorization and in violation of 35 U.S.C. § 271(a), MBUSA has infringed and continues to infringe at least claim 1 of the '015 patent by making, using, owning, operating, and/or maintaining one or more websites, including

but not limited to, www.mypreownedmercedes.com, which include or incorporate certain computer program products and methods, including, but not limited to, a configuration engine, that embody subject matter claimed in the '015 patent. A copy of relevant portions of the www.mypreownedmercedes.com website is attached hereto as Exhibit B.

13. Upon information and belief, without license or authorization and in violation of 35 U.S.C. § 271(a), MB of Plano has infringed and continues to infringe claim 1 of the '015 patent by making, using, owning, operating, and/or maintaining one or more websites, including but not limited to, www.mbplano.com, which include or incorporate certain computer program products and methods, including, but not limited to, a configuration engine, that embody subject matter claimed in the '015 patent. A copy of relevant portions of the www.mbplano.com website is attached hereto as Exhibit C.

14. CWC is entitled to recover from MBUSA and MB of Plano the damages sustained by CWC as a result of their infringement of the '015 patent in an amount subject to proof at trial, 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.

JURY DEMAND

CWC hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, CWC requests that this Court enter judgment against MBUSA and MB of Plano as follows:

A. An adjudication that MBUSA and MB of Plano have infringed the '015 patent;

B. An award of damages to be paid by MBUSA and MB of Plano adequate to compensate CWC for their past infringement of the '015 patent and any continuing or

future infringement through the date such judgment is entered, including interest, costs, expenses and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;

C. A declaration that this case is exceptional under 35 U.S.C. § 285, and an award of CWC's reasonable attorneys' fees; and

D. An award to CWC of such further relief at law or in equity as the Court deems just and proper.

Dated: September 19, 2012

/s/ Andrew W. Spangler

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