

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

STA GROUP LLC,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2:24-cv-00234
)	
MOTOROLA SOLUTIONS, INC.,)	
)	
Defendant.)	

COMPLAINT FOR PATENT INFRINGEMENT

STA Group LLC (“STA Group”) hereby brings this action for patent infringement against Motorola Solutions, Inc. (“Motorola”) as follows:

STA Group alleges infringement of U.S. Patent No. 7,324,802, entitled “Method and System for Managing Communication in Emergency Communication System” (the ’802 patent), U.S. Patent No. 8,489,134, entitled “System and Method for Providing Presence Based Trunking in a Network Environment” (the ’134 patent), U.S. Patent No. 8,994,830, entitled “Access to Video Streams on Mobile Communication Devices” (the ’830 patent), and U.S. Patent No. 8,831,664, entitled “System and Method for Providing Channel Configurations in a Communications Environment” (the ’664 patent, together with the ’802 patent, the ’134 patent, and the ’830 patent will be referred to as the “Asserted Patents”), at least by reason of Defendant’s sale and servicing of Motorola products, including Motorola ASTRO 25 Products (e.g., the ASTRO 25 system, ASTRO Core, Advanced Messaging Solution, PremierOne), CommandCentral Products (e.g., CommandCentral Aware), Kodiak Products (e.g., Kodiak’s Broadband Push-to-Talk (PTT) products), radios (e.g., MOTOTRBO, 7000XE P25 Portable Radio), and cameras (e.g., camera systems, including Avigilon Alta Products, Watchguard, and other camera systems) and the products that work within the same unified product ecosystems (the “Accused Products”). The Asserted Patents solve problems exhibited in communication systems and improve the

communication systems' functionality. True and correct copies of the '802, '134, '830, and '664 patents are attached as Exhibits A, B, C, and D, respectively.

THE PARTIES

1. Plaintiff STA Group is an Illinois corporation.
2. Defendant Motorola is a Delaware corporation. On information and belief, Motorola has at least two regular and established places of business in the Eastern District of Texas, including 1) 1501 10th Street, Suite 130, Plano, TX, 75074; and 2) 415 East Exchange Parkway, Allen, TX, 75002.

JURISDICTION AND VENUE

3. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 101 et seq. The Court therefore has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. Motorola is subject to this Court's specific and general personal jurisdiction, pursuant to constitutional due process and the Texas Long-Arm Statute, due at least to their extensive business in the jurisdiction of the United States District Court, Eastern District of Texas (this "District"), including their infringement alleged herein.

5. Motorola, directly or through subsidiaries or intermediaries, ships, distributes, makes, uses, offers for sale, sells, imports, and/or advertises its products and services in the United States and in this District.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(b).

7. Motorola maintains regular business operations in at least two facilities located within the district: 1) 1501 10th Street, Suite 130, Plano, TX, 75074; and 2) 415 East Exchange Parkway, Allen, TX, 75002. On its website, Motorola hosts literature that states it has "a total of 95,000 sq ft of warehouse/manufacturing/offices across two sites in Plano, Texas". *See* Motorola Solutions Manufacturing and Assembly in Plano, Texas, *available at* <https://www.motorolasolutions.com/content/dam/msi/docs/healthresources/us-manufacturing-capacity-to-address-urgent-pandemic-needs.pdf> (last accessed September 14, 2022).

8. Motorola owns “material property” in Allen, Texas, comprised of approximately 138,000 sq. ft., used for “[m]anufacturing and distribution and corporate administrative” purposes. *See* Motorola Solutions, Inc., Annual Report (Form 10-K) (February 16, 2022), *available at* <https://sec.report/Document/0000068505-22-000010/> (last accessed September 14, 2022).

9. Motorola also acquired Kodiak Solutions (“Kodiak”), a push-to-talk technology provider, in late 2017. According to a press release published by Motorola on August 28, 2017, “Kodiak adds a complementary, carrier-integrated PTT-over-cellular solution to Motorola Solutions’ existing mission-critical WAVE PTT portfolio. WAVE connects disparate networks to enable communication between smartphones, radios and computers via wireless or wireline broadband.” *See* Motorola Solutions Completes Acquisition of Kodiak Networks (August 28, 2017), *available at* <https://www.motorolasolutions.com/newsroom/press-releases/motorola-solutions-completes-acquisition-kodiak-networks.html> (last accessed September 29, 2022).

10. Kodiak’s website now forwards to Motorola’s WAVE Products webpage. *See* <http://kodiakptt.com> (last accessed July 26, 2022).

11. Kodiak was founded and headquartered in Plano, Texas. On information and belief, since the acquisition, Kodiak’s former office has served as a regular and established place of business of Motorola.

12. Motorola actively advertises job openings in the District, posted as recently as August 10, 2022. *See* <https://motorolasolutions.wd5.myworkdayjobs.com/Careers?locations=dc87e0de602f103e7e0ebca15a89779a> (last accessed August 11, 2022).

13. Motorola employees work in the District.

14. On information and belief, Motorola makes, sells, and offers for sale the accused products from places of business located in this District.

15. On information and belief, Motorola, directly and through subsidiaries or intermediaries, has purposefully and voluntarily placed one or more of its infringing products into the stream of commerce with the expectation that those products will be purchased and used

by customers or consumers in this District, including the Accused Products. On information and belief, Motorola customers in Texas and this District have purchased and used the Accused Products. Motorola therefore has committed acts of infringement within the Eastern District of Texas giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction over Motorola would not offend traditional notions of fair play and substantial justice.

THE ASSERTED PATENTS

A. The '802 Patent

16. U.S. Patent No. 7,324,802 (the '802 patent), entitled "Method and System for Managing Communication in Emergency Communication System," was duly and legally issued on Jan. 29, 2008 by the U.S. Patent and Trademark Office. The underlying application, U.S. Patent Application No. 11/039,569, was filed on January 20, 2005. A true and correct copy of the '802 patent is attached as Exhibit A and incorporated by reference.

17. The '802 patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

18. The '802 patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

19. STA Group is the assignee of all rights, titles, and interests in the '802 patent, including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the '802 patent. Accordingly, STA Group possesses the exclusive right and has standing to prosecute the present action for infringement of the '802 patent by Motorola.

B. The '134 Patent

20. U.S. Patent No. 8,489,134 (the '134 patent), entitled "System and Method for Providing Presence Based Trunking in a Network Environment," was duly and legally issued on July 16, 2013 by the U.S. Patent and Trademark Office. The underlying application, U.S. Patent

Application No. 12/202,450, was filed on September 2, 2008. A true and correct copy of the '134 patent is attached as Exhibit B and incorporated by reference.

21. The '134 patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

22. The '134 patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

23. STA Group is the assignee of all rights, titles, and interests in the '134 patent, including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the '134 patent. Accordingly, STA Group possesses the exclusive right and has standing to prosecute the present action for infringement of the '134 patent by Motorola.

C. The '830 Patent

24. U.S. Patent No. 8,994,830 (the '830 patent), entitled "Access to Video Streams on Mobile Communication Devices," was duly and legally issued on March 31, 2015 by the U.S. Patent and Trademark Office. The underlying application, U.S. Patent Application No. 12/188,982, was filed on August 8, 2008. A true and correct copy of the '830 patent is attached as Exhibit C and incorporated by reference.

25. The '830 patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

26. The '830 patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

27. STA Group is the assignee of all rights, titles, and interests in the '830 patent, including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the '830 patent. Accordingly, STA Group possesses the exclusive right and has standing to prosecute the present action for infringement of the '830 patent by Motorola.

D. The '664 Patent

28. U.S. Patent No. 8,831,664 (the '664 patent), entitled "System and Method for Providing Channel Configurations in a Communications Environment," was duly and legally issued on September 9, 2014 by the U.S. Patent and Trademark Office. The underlying application, U.S. Patent Application No. 13/210,967, was filed on August 16, 2011. A true and correct copy of the '664 patent is attached as Exhibit D and incorporated by reference.

29. The '664 patent is directed to patent-eligible subject matter pursuant to 35 U.S.C. § 101.

30. The '664 patent is valid and enforceable, and presumed as such, pursuant to 35 U.S.C. § 282.

31. STA Group is the assignee of all rights, titles, and interests in the '664 patent, including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the '664 patent. Accordingly, STA Group possesses the exclusive right and has standing to prosecute the present action for infringement of the '664 patent by Motorola.

E. Assignment of the Asserted Patents

32. On May 29, 2019, Cisco Systems, Inc., Cisco Technology, Inc., and STA Group executed a Patent Assignment Agreement (the "Assignment Agreement") wherein STA Group as Assignee obtained all rights, title, and interest in and to the Asserted Patents.

33. The Assignment Agreement explicitly granted STA Group the right to sue for injunctive relief and damages for infringement of any of the Asserted Patents accruing on and after the effective date of the Assignment Agreement.

34. On January 26, 2024, the Assignment Agreement was amended to, among other things, clarify and confirm the conveyance to STA Group of the right to sue for injunctive relief and damages for infringement of any of the Asserted Patents ("Amended Assignment Agreement").

35. Pursuant to the Assignment Agreement and/or the Amended Assignment Agreement, STA Group is the exclusive owner of all rights, title, and interest in and to the Asserted Patents and possesses all rights to enforce them, including the right to sue for past, present, and future infringement.

ALLEGATIONS OF PATENT INFRINGEMENT

36. Motorola makes, uses, sells, offers for sale, and services certain products, including the Accused Products.

37. The Accused Products infringe one or more claims of the Asserted Patents. The Accused Products directly and indirectly infringe, literally or under the doctrine of equivalents, one or more claims of each of the Asserted Patents.

38. On information and belief acquired through conversations between STA Group and Motorola, by at least 2018, Motorola learned of the Asserted Patents. After learning of the Asserted Patents, Motorola infringed the Asserted Patents, and in doing so, it knew or should have known that its conduct amounted to infringement of the Asserted Patents.

39. STA Group has, to the extent required, complied with the marking statute, 35 U.S.C. § 287.

40. As set forth below, the Accused Products incorporate technology protected by the Asserted Patents without any license or permission from STA Group.

COUNT 1: INFRINGEMENT OF U.S. PATENT NO. 7,324,802

41. STA Group incorporates by reference and realleges each and every preceding allegation as if set forth herein.

42. STA Group owns all substantial rights, interests, and titles in and to the '802 patent, including the sole and exclusive right to prosecute this action, enforce the '802 patent against infringers, and collect damages for all relevant times.

43. Without a license or permission from STA Group, Motorola has infringed and will continue to infringe one or more claims of the '802 patent, directly or indirectly, by making,

having made, using, offering for sale, or selling the Accused Products in violation of 35 U.S.C. § 271.

44. Motorola enables and induces its customers to infringe one or more claims of the '802 patent by providing documentation and support services to its customers, which directs its customers to directly infringe one or more claims of the '802 patent. Motorola aids, instructs, supports, and otherwise acts with the intent to cause an end user to use the Accused Products in a manner that infringes one or more claims of the '802 patent. Motorola has known about the '802 patent at least since September of 2022.

45. Motorola's infringement is willful.

46. Motorola's acts of infringement of the '802 patent have caused and will continue to cause STA Group damages for which STA Group is entitled compensation pursuant to 35 U.S.C. § 284, in the form of lost profits, a reasonable royalty, or some other method to be proved at trial.

47. Motorola's suite of communication products, including hardware, software, and various communication devices directly and indirectly infringes one or more claims of the '802 patent under 35 U.S.C. § 271(a) in the Eastern District of Texas, the State of Texas, and elsewhere in the United States, by at least making, using, testing, selling, offering for sale, and servicing the Accused Products that satisfy every limitation of at least claims 1, 2, 4, 6-10, 14-19, and 21 of the '802 patent, which details an advanced method for managing emergency communications. If any limitation of these claims is not practiced in a literal sense, then that limitation is present under the doctrine of equivalents.

48. Specifically, Motorola's products infringe on at least claims 1, 2, 4, 6-10, 14-19, and 21 by executing patented processes for message prioritization, storage, and playback, a direct appropriation of the innovative communication system the '802 Patent seeks to protect, across claims 1, 2, 4, 6-10, 14-19, and 21.

49. Motorola possesses detailed knowledge of its infringing acts, by virtue of disclosures made during the course of litigation in *STA Group, LLC v. Motorola Solutions, Inc.*, 2:22-cv-00381-JRG (E.D. Tex.).

COUNT 2: INFRINGEMENT OF U.S. PATENT NO. 8,489,134

50. STA Group incorporates by reference and realleges each and every preceding allegation as if set forth herein.

51. STA Group owns all substantial rights, interests, and titles in and to the '134 patent, including the sole and exclusive right to prosecute this action, enforce the '134 patent against infringers, and collect damages for all relevant times.

52. Without a license or permission from STA Group, Motorola has infringed and will continue to infringe one or more claims of the '134 patent, directly or indirectly, by making, having made, using, offering for sale, or selling the Accused Products in violation of 35 U.S.C. § 271.

53. Motorola enables and induces its customers to infringe one or more claims of the '134 patent by providing documentation and support services to its customers, which directs its customers to directly infringe one or more claims of the '134 patent. Motorola aids, instructs, supports, and otherwise acts with the intent to cause an end user to use the Accused Products in a manner that infringes one or more claims of the '134 patent. Motorola has known about the '134 patent at least since September of 2022.

54. Motorola's infringement is willful.

55. Motorola's acts of infringement of the '134 patent have caused and will continue to cause STA Group damages for which STA Group is entitled compensation pursuant to 35 U.S.C. § 284.

56. On information and belief, Motorola has directly and indirectly infringed one or more claims of the '134 patent in the Eastern District of Texas, the State of Texas, and elsewhere in the United States, by at least making, using, testing, selling, offering for sale, and servicing the Accused Products that satisfy every limitation of at least claims 1-5, and 7-11 of the '134 patent.

If any limitation of these claims is not practiced in a literal sense, then that limitation is present under the doctrine of equivalents.

57. Specifically, Motorola's products infringe on at least claims 1-5, and 7-11 by performing functionalities such as communication on channels provisioned via a communication system supported by the Accused Products, creating a trunked, multicast network for communications between multiple zones, and facilitating integrated voice and data communications, a direct appropriation of the innovative communication system the '134 Patent seeks to protect, across claims 1-5, and 7-11.

58. Motorola possesses detailed knowledge of its infringing acts, by virtue of disclosures made during the course of litigation in *STA Group, LLC v. Motorola Solutions, Inc.*, 2:22-cv-00381-JRG (E.D. Tex.).

COUNT 3: INFRINGEMENT OF U.S. PATENT NO. 8,994,830

59. STA Group incorporates by reference and realleges each and every preceding allegation as if set forth herein.

60. STA Group owns all substantial rights, interests, and titles in and to the '830 patent, including the sole and exclusive right to prosecute this action, enforce the '830 patent against infringers, and collect damages for all relevant times.

61. Without a license or permission from STA Group, Motorola has infringed and will continue to infringe one or more claims of the '830 patent, directly or indirectly, by making, having made, using, offering for sale, or selling the Accused Products in violation of 35 U.S.C. § 271.

62. Motorola enables and induces its customers to infringe one or more claims of the '830 patent by providing documentation and support services to its customers, which directs its customers to directly infringe one or more claims of the '830 patent. Motorola aids, instructs, supports, and otherwise acts with the intent to cause an end user to use the Accused Products in a manner that infringes one or more claims of the '830 patent. Motorola has known about the '830 patent at least since September of 2022.

63. Motorola's infringement is willful.

64. Motorola's acts of infringement of the '830 patent have caused and will continue to cause STA Group damages for which STA Group is entitled compensation pursuant to 35 U.S.C. § 284.

65. On information and belief, Motorola has directly and indirectly infringed one or more claims of the '830 patent in the Eastern District of Texas, the State of Texas, and elsewhere in the United States, by at least making, using, testing, selling, offering for sale, and servicing the Accused Products that satisfy every limitation of at least claims 1, 5, 8, and 15 of the '830 patent. If any limitation of these claims is not practiced in a literal sense, then that limitation is present under the doctrine of equivalents.

66. Specifically, Motorola's products infringe on at least claims 1, 5, 8, and 15 by executing patented processes for monitoring communication channels, providing radio frequencies, and allowing access to video feeds, a direct appropriation of the innovative communication system the '830 Patent seeks to protect, across claims 1, 5, 8, and 15.

67. Motorola possesses detailed knowledge of its infringing acts, by virtue of disclosures made during the course of litigation in *STA Group, LLC v. Motorola Solutions, Inc.*, 2:22-cv-00381-JRG (E.D. Tex.).

COUNT 4: INFRINGEMENT OF U.S. PATENT NO. 8,831,664

68. STA Group incorporates by reference and realleges each and every preceding allegation as if set forth herein.

69. STA Group owns all substantial rights, interests, and titles in and to the '664 patent, including the sole and exclusive right to prosecute this action, enforce the '664 patent against infringers, and collect damages for all relevant times.

70. Without a license or permission from STA Group, Motorola has infringed and will continue to infringe one or more claims of the '664 patent, directly or indirectly, by making, having made, using, offering for sale, or selling the Accused Products in violation of 35 U.S.C. § 271.

71. Motorola enables and induces its customers to infringe one or more claims of the '664 patent by providing documentation and support services to its customers, which direct its customers to directly infringe one or more claims of the '664 patent. Motorola aids, instructs, supports, and otherwise acts with the intent to cause an end user to use the Accused Products in a manner that infringes one or more claims of the '664 patent. Motorola has known about the '664 patent at least since September of 2022.

72. Motorola's infringement is willful.

73. Motorola's acts of infringement of the '664 patent have caused and will continue to cause STA Group damages for which STA Group is entitled compensation pursuant to 35 U.S.C. § 284.

74. On information and belief, Motorola has directly and indirectly infringed one or more claims of the '664 patent in the Eastern District of Texas, the State of Texas, and elsewhere in the United States, by at least making, using, testing, selling, offering for sale, and servicing the Accused Products that satisfy every limitation of at least claim 1, 9, and 16 of the '664 patent. If any limitation of these claims is not practiced in a literal sense, then that limitation is present under the doctrine of equivalents.

75. Specifically, Motorola's products infringe on at least claims 1, 9, and 16 by monitoring media streams, receiving alerts in media streams, and elevating priority associated with the media stream, a direct appropriation of the innovative communication system the '664 Patent seeks to protect, across claims 1, 9, and 16.

76. Motorola possesses detailed knowledge of its infringing acts, by virtue of disclosures made during the course of litigation in *STA Group, LLC v. Motorola Solutions, Inc.*, 2:22-cv-00381-JRG (E.D. Tex.).

F. JURY DEMAND

77. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, STA Group respectfully requests a trial by jury of any issues so triable by right.

PRAYER FOR RELIEF

Wherefore, STA Group requests judgment against Motorola as follows:

- A. Adjudging that Motorola has directly infringed the '802, '134, '830, and the '664 patents, in violation of 35 U.S.C. § 271(a);
- B. Adjudging that Motorola has indirectly infringed the Asserted Patents by inducing its customers' direct infringement of the Asserted Patents and holding Motorola liable for such infringement;
- C. Ordering Motorola to account for and pay damages adequate to compensate STA Group for Motorola's infringement of the '802, '134, '830, and the '664 patents, including pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284;
- D. Ordering an accounting by Motorola for any infringing activity not presented at trial and an award by the Court of additional damages for any such infringing activity to STA Group;
- E. Ordering that the damages award be increased up to three times the actual amount assessed, pursuant to 35 U.S.C. § 284;
- F. Declaring this case exceptional and ordering Motorola to pay the cost of this action, including all disbursements and attorneys' fees as provided by 35 U.S.C. § 285, together with pre-judgment interest;
- G. In accordance with 35 U.S.C. §283, Motorola and all affiliates, employees, agents, officers, directors, attorneys, successors, and assigns, and all those acting on behalf of or in active concert or participation with any of them, be permanently enjoined from infringing the Asserted Patents; and
- H. Awarding such other and further relief as this Court deems just and proper.

Dated: April 8, 2024

Respectfully submitted,

K&L GATES LLP

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