

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION**

GLOBAL COMMUNICATIONS, INC.,

Plaintiff,

v.

DISH NETWORK CORP.,  
ECHOSTAR TECHNOLOGIES, CORP., and  
ECHOSTAR DBS CORP.

Defendants.

CIVIL ACTION NO. \_\_\_\_\_

JURY TRIAL REQUESTED

**PLAINTIFF GLOBAL COMMUNICATIONS INC.'S ORIGINAL COMPLAINT**

Plaintiff Global Communications, Inc. ("Global") files this complaint against Defendants Dish Network Corp., EchoStar Technologies Corp., and EchoStar DBS Corp. (collectively "EchoStar") for patent infringement of U.S. Patent No. 7,542,717, under 35 U.S.C. § 271, and in support thereof would respectfully show the Court the following:

**THE PARTIES**

1. Plaintiff Global is a corporation organized and existing under the laws of the State of Florida, and maintains its principal place of business at Global One Centre, 472 Capital Circle N.W., Tallahassee, Florida 32304.

2. Defendant Dish Network Corp. is a Nevada corporation with its principal place of business at 9601 South Meridian Boulevard, Englewood, Colorado; Defendant EchoStar Technologies Corp. is a Texas corporation with its principal place of business at 90 Inverness Circle, East Englewood, CO 80112; and Defendant EchoStar DBS Corp. is a Colorado

corporation with its principal place of business at 9601 South Meridian Boulevard, Englewood, Colorado. On information and belief, EchoStar regularly conducts and transacts business in Florida, throughout the United States, and within the Northern District of Florida, and as set forth below, has committed and continues to commit, tortious acts of patent infringement within and outside of Florida and within the Northern District of Florida. EchoStar offers for sale, sells, advertises, markets, provides, and operates satellite television service to consumers in the United States and, more particularly, in the Northern District of Florida.

### **JURISDICTION AND VENUE**

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code. This Court has exclusive subject matter jurisdiction over this case for patent infringement under 28 U.S.C. § 1338.

4. Venue is proper in the Northern District of Florida under 28 U.S.C. §§ 1391 and 1400(b).

5. This Court has personal jurisdiction over EchoStar. EchoStar has conducted and does conduct business within the State of Florida. EchoStar, directly or through subsidiaries or intermediaries (including distributors, retailers, and others), ships, distributes, offers for sale, sells, and advertises (including the provision of an interactive web page) its products and/or services in the United States, the State of Florida, and the Northern District of Florida. EchoStar, directly and through subsidiaries or intermediaries (including distributors, retailers, and others), has purposefully and voluntarily placed one or more of its infringing products and/or services, as described below, into the stream of commerce with the expectation that they will be purchased and used by consumers in the Northern District of Florida. These infringing products and/or services have been and continue to be purchased and used by

consumers in the Northern District of Florida. EchoStar has committed acts of patent infringement within the State of Florida and, more particularly, within the Northern District of Florida.

**COUNT ONE**

**PATENT INFRINGEMENT**

6. Global incorporates by reference paragraphs 1- 5 as if fully set forth herein.

7. On June 2, 2009, United States Patent No. 7,542,717 (“the ‘717 patent”) entitled “Satellite Broadcast Receiving and Distribution System” was duly and legally issued with James A. Green, Sr. and Austin S. Coker, Jr. as the named inventors after full and fair examination. Global is the owner of all rights, title, and interest in and to the ‘717 patent and possesses all rights of recovery under the ‘717 patent.

8. EchoStar is infringing the ‘717 patent under 35 U.S.C. § 271 by performing, without authority, one or more of the following acts: (a) making, using, offering to sell, and selling within the United States products and services (including, but not limited to satellite products that include Dish Pro Plus technology) that practice the inventions of the ‘717 patent; (b) importing into the United States the inventions of the ‘717 patent; (c) on information and belief, contributing to the infringement of the ‘717 patent by others in the United States; and/or (d) on information and belief, inducing others to infringe the ‘717 patent within the United States.

9. EchoStar’s acts of infringement have caused damage to Global. Global is entitled to recover from EchoStar the damages sustained by Global as a result of EchoStar’s wrongful acts in an amount subject to proof at trial. EchoStar’s infringement of Global’s rights

under the '717 patent will continue to damage Global's business, causing irreparable harm, for which there is no adequate remedy of law, unless enjoined by this Court.

10. Plaintiff has complied with 35 U.S.C. § 287.

**DEMAND FOR JURY TRIAL**

Global hereby demands a jury for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Global prays for the following relief:

1. A judgment that EchoStar has directly infringed the '717 patent, contributorily infringed the '717 patent, and/or induced the infringement of the '717 patent;
2. An injunction preventing EchoStar and its officers, directors, agents, servants, employees, attorneys, licensees, successors, and assigns, and those in active concert or participation with any of them, from directly infringing, contributorily infringing, and/or inducing the infringement of the '717 patent;
3. This case be found an exceptional case, entitling Global to attorneys' fees incurred in prosecuting this action;
4. A judgment and order requiring EchoStar to pay Global damages under 35 U.S.C. § 284, including supplemental damages for any continuing post-verdict infringement up until entry of the final judgment, with an accounting, as needed, and treble damages for willful infringement as provided by 35 U.S.C. § 284;
5. A judgment and order requiring EchoStar to pay Global the costs of this action (including all disbursements);

6. A judgment and order requiring EchoStar to pay Global pre-judgment and post-judgment interest on the damages awarded;

7. A judgment and order requiring that in the event a permanent injunction preventing future acts of infringement is not granted, that Global be awarded a compulsory ongoing licensing fee; and

8. Such other and further relief as the Court may deem just and proper.

Satelliteguys.us

DATED: June 2, 2009.

Respectfully submitted,

/s/ Virginia Iglesia

Virginia Iglesia  
Florida State Bar No. 30407  
[viglesia@mckoolsmith.com](mailto:viglesia@mckoolsmith.com)  
McKool Smith, P.C.  
399 Park Avenue, Suite 3200  
New York, NY 10022  
TEL: 212.402.9400  
FAX: 212.402.9444

*Of Counsel:*

Theodore Stevenson, III (not yet admitted)  
Texas State Bar No. 19196650  
[tstevenson@mckoolsmith.com](mailto:tstevenson@mckoolsmith.com)  
Luke F. McLeroy (not yet admitted)  
Texas State Bar No. 24041455  
[lmcleroy@mckoolsmith.com](mailto:lmcleroy@mckoolsmith.com)  
McKool Smith, P.C.  
300 Crescent Court, Suite 1500  
Dallas, Texas 75201  
Telephone: (214) 978-4000  
Telecopier: (214) 978-4044

**ATTORNEYS FOR PLAINTIFF  
GLOBAL COMMUNICATIONS, INC.**