

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

WIRELESS MOBILE DEVICES LLC,

Plaintiff,

v.

LG ELECTRONICS, INC.; LG ELECTRONICS  
U.S.A., INC.; AT&T MOBILITY LLC; VERIZON  
COMMUNICATIONS INC.; CELLCO  
PARTNERSHIP D/B/A VERIZON WIRELESS;  
T-MOBILE US, INC.; SPRINT SOLUTIONS,  
INC.; and SPRINT SPECTRUM L.P.,

Defendants.

**Case No. 3:13-cv-01880-N**

**JURY TRIAL DEMANDED**

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**PLAINTIFF'S SECOND AMENDED COMPLAINT**  
**FOR PATENT INFRINGEMENT**

Plaintiff Wireless Mobile Devices LLC files this Second Amended Complaint against LG Electronics, Inc.; LG Electronics U.S.A., Inc.; AT&T Mobility LLC; Verizon Communications Inc.; Cellco Partnership d/b/a Verizon Wireless; T-Mobile US, Inc.; Sprint Solutions, Inc.; and Sprint Spectrum L.P. (collectively, "Defendants") for infringement of U.S. Patent No. 6,560,604 ("the '604 patent"); U.S. Patent No. 7,082,365 ("the '365 patent"); U.S. Patent No. 7,856,315 ("the '315 patent"); U.S. Patent No. 8,014,939 ("the '939 patent"); U.S. Patent No. 7,321,826 ("the '826 patent"); and/or U.S. Patent No. 8,301,371 ("the '371 patent").

**THE PARTIES**

1. Wireless Mobile Devices LLC is a Texas limited liability company with its principal place of business in Plano, Texas.
2. LG Electronics, Inc. is a Korea corporation with its principal place of business in Seoul, South Korea. This Defendant has waived service of process and has appeared.

3. LG Electronics U.S.A., Inc. (with LG Electronics, Inc., “LG”) is a Delaware corporation with its principal place of business in Englewood Cliffs, New Jersey. This Defendant has been served with process and has appeared.

4. AT&T Mobility LLC (“AT&T”) is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. This Defendant has been served with process and has appeared.

5. Verizon Communications Inc. is a Delaware corporation with its principal place of business in New York City, New York. This Defendant has been served with process and has appeared.

6. Cellco Partnership d/b/a Verizon Wireless (with Verizon Communications Inc., “Verizon”) is a Delaware general partnership with its principal place of business in Basking Ridge, New Jersey. This Defendant has been served with process and has appeared.

7. T-Mobile US, Inc. (“T-Mobile”) is a Delaware corporation with its principal place of business in Bellevue, Washington. This Defendant has been served with process and has appeared.

8. Sprint Solutions, Inc. is a Delaware corporation with its principal place of business in Reston, Virginia. This Defendant has been served with process and has appeared.

9. Sprint Spectrum L.P. (with Sprint Solutions, Inc., “Sprint”), is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. This Defendant has been served with process and has appeared.

## **JURISDICTION AND VENUE**

10. Wireless Mobile Devices LLC brings this action for patent infringement under the patent laws of the United States, namely 35 U.S.C. §§ 271, 281, and 284–285, among others. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1367.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Each Defendant is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving its accused products in this judicial district, and/or has regular and established places of business in this judicial district.

12. Each Defendant is subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to its substantial business in this State and judicial district, including: (A) at least part of its infringing activities alleged herein; and (B) regularly doing or soliciting business, engaging in other persistent conduct, and/or deriving substantial revenue from goods sold and services provided to Texas residents.

### **COUNT I** (INFRINGEMENT OF U.S. PATENT NO. 6,560,604)

13. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

14. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

15. Wireless Mobile Devices LLC is the exclusive licensee of the ’604 patent, entitled “System, method, and apparatus for automatically and dynamically updating options, features, and/or services available to a client device,” with ownership of all substantial rights in the ’604

patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '604 patent is attached as Exhibit A.

16. The '604 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

17. LG has directly infringed and continues to directly infringe one or more claims of the '604 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 14, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that support the Open Mobile Alliance – Device Management (OMA-DM) specification (the “LG '604 Devices”). The LG '604 Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE. LG and persons who acquire and use such devices, including LG's customers, have, at a minimum, directly infringed the '604 patent, and LG is thereby liable for direct infringement of the '604 patent pursuant to 35 U.S.C. § 271.

18. AT&T has directly infringed and continues to directly infringe one or more claims of the '604 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 14, by, among other things, making, using, offering for sale, selling, and/or importing the LG '604 Devices. AT&T and persons who acquire and use such devices, including AT&T's customers, have, at a minimum, directly infringed the '604 patent, and AT&T is thereby liable for direct infringement of the '604 patent pursuant to 35 U.S.C. § 271.

19. Verizon has directly infringed and continues to directly infringe one or more claims of the '604 patent in this judicial district and elsewhere in Texas and the United States,

including at least claim 14, by, among other things, making, using, offering for sale, selling, and/or importing the LG '604 Devices. Verizon and persons who acquire and use such devices, including Verizon's customers, have, at a minimum, directly infringed the '604 patent, and Verizon is thereby liable for direct infringement of the '604 patent pursuant to 35 U.S.C. § 271.

20. T-Mobile has directly infringed and continues to directly infringe one or more claims of the '604 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 14, by, among other things, making, using, offering for sale, selling, and/or importing the LG '604 Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '604 patent, and T-Mobile is thereby liable for direct infringement of the '604 patent pursuant to 35 U.S.C. § 271.

21. Sprint has directly infringed and continues to directly infringe one or more claims of the '604 patent in this judicial district and elsewhere in Texas and the United States, including at least claim 14, by, among other things, making, using, offering for sale, selling, and/or importing the LG '604 Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '604 patent, and Sprint is thereby liable for direct infringement of the '604 patent pursuant to 35 U.S.C. § 271.

22. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for Defendants' infringements, 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.

**COUNT II**  
(INFRINGEMENT OF U.S. PATENT NO. 7,082,365)

23. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

24. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

25. Wireless Mobile Devices LLC is the exclusive licensee of the '365 patent, entitled "Point of interest spatial rating search method and system," with ownership of all substantial rights in the '365 patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '365 patent is attached as Exhibit B.

26. The '365 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

27. LG has directly infringed and continues to directly infringe one or more claims of the '365 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-10, 12, 13, 15, and 38-46, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Maps Application v6.x and higher and the Android Operating System v4.x (the "LG '365 Devices"). The LG '365 Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE. LG and persons who acquire and use such devices, including LG's customers, have, at a minimum, directly infringed the '365 patent, and LG is thereby liable for direct infringement of the '365 patent pursuant to 35 U.S.C. § 271.

28. AT&T has directly infringed and continues to directly infringe one or more claims of the '365 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-10, 12, 13, 15, and 38-46, by, among other things, making, using, offering for sale, selling, and/or importing the LG '365 Devices. AT&T and persons who acquire and use such devices, including AT&T's customers, have, at a minimum, directly infringed the '365 patent, and AT&T is thereby liable for direct infringement of the '365 patent pursuant to 35 U.S.C. § 271.

29. Verizon has directly infringed and continues to directly infringe one or more claims of the '365 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-10, 12, 13, 15, and 38-46, by, among other things, making, using, offering for sale, selling, and/or importing the LG '365 Devices. Verizon and persons who acquire and use such devices, including Verizon's customers, have, at a minimum, directly infringed the '365 patent, and Verizon is thereby liable for direct infringement of the '365 patent pursuant to 35 U.S.C. § 271.

30. T-Mobile has directly infringed and continues to directly infringe one or more claims of the '365 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-10, 12, 13, 15, and 38-46, by, among other things, making, using, offering for sale, selling, and/or importing the LG '365 Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '365 patent, and T-Mobile is thereby liable for direct infringement of the '365 patent pursuant to 35 U.S.C. § 271.

31. Sprint has directly infringed and continues to directly infringe one or more claims of the '365 patent in this judicial district and elsewhere in Texas and the United States, including

at least claims 1-10, 12, 13, 15, and 38-46, by, among other things, making, using, offering for sale, selling, and/or importing the LG '365 Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '365 patent, and Sprint is thereby liable for direct infringement of the '365 patent pursuant to 35 U.S.C. § 271.

32. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for Defendants' infringements, 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.

**COUNT III**  
(INFRINGEMENT OF U.S. PATENT NO. 7,856,315)

33. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

34. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

35. Wireless Mobile Devices LLC is the exclusive licensee of the '315 patent, entitled "Method and system for enabling an off board navigation solution," with ownership of all substantial rights in the '315 patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '315 patent is attached as Exhibit C.

36. The '315 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.



37. LG has directly infringed and continues to directly infringe one or more claims of the '315 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-14 and 16, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Maps Application v6.x and higher and the Android Operating System v4.x (the "LG '315 Devices"). The LG '315 Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE. LG and persons who acquire and use such devices, including LG's customers, have, at a minimum, directly infringed the '315 patent, and LG is thereby liable for direct infringement of the '315 patent pursuant to 35 U.S.C. § 271.

38. AT&T has directly infringed and continues to directly infringe one or more claims of the '315 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-14 and 16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '315 Devices. AT&T and persons who acquire and use such devices, including AT&T's customers, have, at a minimum, directly infringed the '315 patent, and AT&T is thereby liable for direct infringement of the '315 patent pursuant to 35 U.S.C. § 271.

39. Verizon has directly infringed and continues to directly infringe one or more claims of the '315 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-14 and 16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '315 Devices. Verizon and persons who acquire and use such devices, including Verizon's customers, have, at a minimum, directly infringed the '315 patent, and Verizon is thereby liable for direct infringement of the '315 patent pursuant to 35 U.S.C. § 271.

40. T-Mobile has directly infringed and continues to directly infringe one or more claims of the '315 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-14 and 16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '315 Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '315 patent, and T-Mobile is thereby liable for direct infringement of the '315 patent pursuant to 35 U.S.C. § 271.

41. Sprint has directly infringed and continues to directly infringe one or more claims of the '315 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-14 and 16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '315 Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '315 patent, and Sprint is thereby liable for direct infringement of the '315 patent pursuant to 35 U.S.C. § 271.

42. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for Defendants' infringements, 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.

**COUNT IV**  
(INFRINGEMENT OF U.S. PATENT NO. 8,014,939)

43. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

44. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

45. Wireless Mobile Devices LLC is the exclusive licensee of the '939 patent, entitled "Point of interest spatial rating search," with ownership of all substantial rights in the '939 patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '939 patent is attached as Exhibit D.

46. The '939 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

47. LG has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-16, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Maps Application v6.x and the Android Operating System v4.x (the "LG '939-A Devices"). The LG '939-A Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE. LG and persons who acquire and use such devices, including LG's customers, have, at a minimum, directly infringed the '939 patent, and LG is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

48. AT&T has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '939-A Devices. AT&T and persons who acquire and use such devices, including AT&T's customers, have, at a minimum, directly infringed the '939 patent, and AT&T is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

49. Verizon has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '939-A Devices. Verizon and persons who acquire and use such devices, including Verizon's customers, have, at a minimum, directly infringed the '939 patent, and Verizon is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

50. T-Mobile has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '939-A Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '939 patent, and T-Mobile is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

51. Sprint has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 9-16, by, among other things, making, using, offering for sale, selling, and/or importing the LG '939-A Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '939 patent, and Sprint is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

52. LG has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24, 25, 27, and 30, by, among other things, making, using, offering for sale, selling,

and/or importing mobile devices that run the Google Now Service and the Android Operating System v4.1 and higher (the “LG ’939-B Devices”). The LG ’939-B Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Lucid 2, Google Nexus 4, Optimus F6, Optimus F7, and Venice. LG and persons who acquire and use such devices, including LG’s customers, have, at a minimum, directly infringed the ’939 patent, and LG is thereby liable for direct infringement of the ’939 patent pursuant to 35 U.S.C. § 271.

53. AT&T has directly infringed and continues to directly infringe one or more claims of the ’939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24, 25, 27, and 30, by, among other things, making, using, offering for sale, selling, and/or importing the LG ’939-B Devices. AT&T and persons who acquire and use such devices, including AT&T’s customers, have, at a minimum, directly infringed the ’939 patent, and AT&T is thereby liable for direct infringement of the ’939 patent pursuant to 35 U.S.C. § 271.

54. Verizon has directly infringed and continues to directly infringe one or more claims of the ’939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24, 25, 27, and 30, by, among other things, making, using, offering for sale, selling, and/or importing the LG ’939-B Devices. Verizon and persons who acquire and use such devices, including Verizon’s customers, have, at a minimum, directly infringed the ’939 patent, and Verizon is thereby liable for direct infringement of the ’939 patent pursuant to 35 U.S.C. § 271.

55. T-Mobile has directly infringed and continues to directly infringe one or more claims of the ’939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24, 25, 27, and 30, by, among other things, making, using, offering for

sale, selling, and/or importing the LG '939-B Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '939 patent, and T-Mobile is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

56. Sprint has directly infringed and continues to directly infringe one or more claims of the '939 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 24, 25, 27, and 30, by, among other things, making, using, offering for sale, selling, and/or importing the LG '939-B Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '939 patent, and Sprint is thereby liable for direct infringement of the '939 patent pursuant to 35 U.S.C. § 271.

57. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for Defendants' infringements, 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.

**COUNT V**  
(INFRINGEMENT OF U.S. PATENT NO. 7,321,826)

58. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

59. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

60. Wireless Mobile Devices LLC is the exclusive licensee of the '826 patent, entitled "Point of interest spatial rating search," with ownership of all substantial rights in the '826

patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '826 patent is attached as Exhibit E.

61. The '826 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

62. LG has directly infringed and continues to directly infringe one or more claims of the '826 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-5 and 11-15, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Maps Application v6.x and the Android Operating System v4.x (the "LG '826 Devices"). The LG '826 Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE. LG and persons who acquire and use such devices, including LG's customers, have, at a minimum, directly infringed the '826 patent, and LG is thereby liable for direct infringement of the '826 patent pursuant to 35 U.S.C. § 271.

63. AT&T has directly infringed and continues to directly infringe one or more claims of the '826 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-5 and 11-15, by, among other things, making, using, offering for sale, selling, and/or importing the LG '826 Devices. AT&T and persons who acquire and use such devices, including AT&T's customers, have, at a minimum, directly infringed the '826 patent, and AT&T is thereby liable for direct infringement of the '826 patent pursuant to 35 U.S.C. § 271.

64. Verizon has directly infringed and continues to directly infringe one or more claims of the '826 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-5 and 11-15, by, among other things, making, using, offering for sale, selling, and/or importing the LG '826 Devices. Verizon and persons who acquire and use such devices, including Verizon's customers, have, at a minimum, directly infringed the '826 patent, and Verizon is thereby liable for direct infringement of the '826 patent pursuant to 35 U.S.C. § 271.

65. T-Mobile has directly infringed and continues to directly infringe one or more claims of the '826 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-5 and 11-15, by, among other things, making, using, offering for sale, selling, and/or importing the LG '826 Devices. T-Mobile and persons who acquire and use such devices, including T-Mobile's customers, have, at a minimum, directly infringed the '826 patent, and T-Mobile is thereby liable for direct infringement of the '826 patent pursuant to 35 U.S.C. § 271.

66. Sprint has directly infringed and continues to directly infringe one or more claims of the '826 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-5 and 11-15, by, among other things, making, using, offering for sale, selling, and/or importing the LG '826 Devices. Sprint and persons who acquire and use such devices, including Sprint's customers, have, at a minimum, directly infringed the '826 patent, and Sprint is thereby liable for direct infringement of the '826 patent pursuant to 35 U.S.C. § 271.

67. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for



Defendants' infringements, 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.

**COUNT VI**  
(INFRINGEMENT OF U.S. PATENT NO. 8,301,371)

68. Wireless Mobile Devices LLC incorporates paragraphs 1 through 12 herein by reference.

69. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

70. Wireless Mobile Devices LLC is the exclusive licensee of the '371 patent, entitled "Point of interest spatial rating search method and system," with ownership of all substantial rights in the '371 patent. Wireless Mobile Devices LLC has the exclusive right to exclude others and the exclusive right to enforce, sue, and recover damages for past and future infringement, including the exclusive right to exclude Defendants and exclusive right to sue Defendants. A true and correct copy of the '371 patent is attached as Exhibit F.

71. The '371 patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

72. LG has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-3 and 5-9, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Maps Application v6.x and the Android Operating System v4.x (the "LG '371-A Devices"). The LG '371-A Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Intuition, Lucid 2, Mach, Google Nexus 4, Optimus F3, Optimus F6, Optimus F7, Optimus L9, Spirit 4G, Venice, and Viper 4G LTE, where such devices are a material component of the inventions claimed in the '371 patent. The

infringing hardware and software components of the LG '371-A Devices are used to retrieve information associated to a point of interest and have no substantial non-infringing uses as such hardware and software relate to the '371 patent.

73. End users of the LG '371-A Devices directly infringe at least claims 1-3 and 5-9 of the '371 patent when they use these devices to retrieve information associated to a point of interest and otherwise use the LG '371-A Devices to perform the method as described in the claims, including claims 1-3 and 5-9, of the '371 patent.

74. LG had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing in the United States of the computerized communications devices, including the LG '371-A Devices, constituted contributory infringement of the '371 patent, including at least claims 1-3 and 5-9.

75. AT&T has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-3 and 5-9, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-A Devices.

76. End users of the LG '371-A Devices directly infringe at least claims 1-3 and 5-9 of the '371 patent when they use these devices to retrieve information associated to a point of interest and otherwise use the LG '371-A Devices to perform the method as described in the claims, including claims 1-3 and 5-9, of the '371 patent.

77. AT&T had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-A Devices constituted contributory infringement of the '371 patent, including at least claims 1-3 and 5-9.

78. Verizon has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-3 and 5-9, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-A Devices.

79. End users of the LG '371-A Devices directly infringe at least claims 1-3 and 5-9 of the '371 patent when they use these devices to retrieve information associated to a point of interest and otherwise use the LG '371-A Devices to perform the method as described in the claims, including claims 1-3 and 5-9, of the '371 patent.

80. Verizon had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-A Devices constituted contributory infringement of the '371 patent, including at least claims 1-3 and 5-9.

81. T-Mobile has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-3 and 5-9, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-A Devices.

82. End users of the LG '371-A Devices directly infringe at least claims 1-3 and 5-9 of the '371 patent when they use these devices to retrieve information associated to a point of interest and otherwise use the LG '371-A Devices to perform the method as described in the claims, including claims 1-3 and 5-9, of the '371 patent.

83. T-Mobile had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG

'371-A Devices constituted contributory infringement of the '371 patent, including at least claims 1-3 and 5-9.

84. Sprint has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 1-3 and 5-9, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-A Devices.

85. End users of the LG '371-A Devices directly infringe at least claims 1-3 and 5-9 of the '371 patent when they use these devices to retrieve information associated to a point of interest and otherwise use the LG '371-A Devices to perform the method as described in the claims, including claims 1-3 and 5-9, of the '371 patent.

86. Sprint had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-A Devices constituted contributory infringement of the '371 patent, including at least claims 1-3 and 5-9.

87. LG has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 10-14 and 17, by, among other things, making, using, offering for sale, selling, and/or importing mobile devices that run the Google Now Service and the Android Operating System v4.1 and higher (the "LG '371-B Devices"). The LG '371-B Devices include, but are not limited to, the Enact, Optimus G, Optimus G Pro, G2, Lucid 2, Google Nexus 4, Optimus F6, Optimus F7, and Venice, where such devices are a material component of the inventions claimed in the '371 patent. The infringing hardware and software components of the

LG '371-B Devices are used to collect rating information for a point of interest and have no substantial non-infringing uses as such hardware and software relate to the '371 patent.

88. End users of the LG '371-B Devices directly infringe at least claims 10-14 and 17 of the '371 patent when they use these devices to collect rating information for a point of interest and otherwise use the LG '371-B Devices to perform the method as described in the claims, including claims 10-14 and 17, of the '371 patent.

89. LG had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing in the United States of the computerized communications devices, including the LG '371-B Devices, constituted contributory infringement of the '371 patent, including at least claims 10-14 and 17.

90. AT&T has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 10-14 and 17, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-B Devices.

91. End users of the LG '371-B Devices directly infringe at least claims 10-14 and 17 of the '371 patent when they use these devices to collect rating information for a point of interest and otherwise use the LG '371-B Devices to perform the method as described in the claims, including claims 10-14 and 17, of the '371 patent.

92. AT&T had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-B Devices constituted contributory infringement of the '371 patent, including at least claims 10-14 and 17.

93. Verizon has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 10-14 and 17, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-B Devices.

94. End users of the LG '371-B Devices directly infringe at least claims 10-14 and 17 of the '371 patent when they use these devices to collect rating information for a point of interest and otherwise use the LG '371-B Devices to perform the method as described in the claims, including claims 10-14 and 17, of the '371 patent.

95. Verizon had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-B Devices constituted contributory infringement of the '371 patent, including at least claims 10-14 and 17.

96. T-Mobile has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 10-14 and 17, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-B Devices.

97. End users of the LG '371-B Devices directly infringe at least claims 10-14 and 17 of the '371 patent when they use these devices to collect rating information for a point of interest and otherwise use the LG '371-B Devices to perform the method as described in the claims, including claims 10-14 and 17, of the '371 patent.

98. T-Mobile had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG

'371-B Devices constituted contributory infringement of the '371 patent, including at least claims 10-14 and 17.

99. Sprint has contributorily infringed and continues to contributorily infringe one or more claims of the '371 patent in this judicial district and elsewhere in Texas and the United States, including at least claims 10-14 and 17, by, among other things, making, using, offering for sale, selling, and/or importing the LG '371-B Devices.

100. End users of the LG '371-B Devices directly infringe at least claims 10-14 and 17 of the '371 patent when they use these devices to collect rating information for a point of interest and otherwise use the LG '371-B Devices to perform the method as described in the claims, including claims 10-14 and 17, of the '371 patent.

101. Sprint had notice, at least through Wireless Mobile Devices LLC's filing of its Original Complaint, that its making, using, offering for sale, selling, and/or importing the LG '371-B Devices constituted contributory infringement of the '371 patent, including at least claims 10-14 and 17.

102. Wireless Mobile Devices LLC has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to Wireless Mobile Devices LLC in an amount that adequately compensates Wireless Mobile Devices LLC for Defendants' infringements, 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.

#### **JOINDER OF PARTIES**

103. Wireless Mobile Devices LLC incorporates paragraphs 1 through 102 herein by reference.

104. On information and belief, each of AT&T, Verizon, Sprint, and T-Mobile has purchased or otherwise obtained from LG devices for sale, resale, and/or distribution to consumers that are the subject of Counts I, II, III, IV, V, and/or VI. Thus, for these Counts, the right to relief against AT&T, Verizon, Sprint, and/or T-Mobile is asserted jointly, severally, or in the alternative against LG.

105. The alleged infringement of Counts I through VI arises out of the same transaction, occurrence, or series of transactions or occurrences relating to the testing, making, using, offering for sale, selling, and/or importing of the LG devices that are the subjects of Counts I through VI.

106. Questions of fact common to all Defendants will arise in this action including, for example, infringement by the LG devices.

107. Thus, joinder of LG, AT&T, Verizon, Sprint, and T-Mobile is proper in this litigation pursuant to 35 U.S.C. § 299(a).

#### **JURY DEMAND**

Wireless Mobile Devices LLC hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

#### **PRAYER FOR RELIEF**

Wireless Mobile Devices LLC requests that the Court find in its favor and against Defendants, and that the Court grant Wireless Mobile Devices LLC the following relief:

a. Judgment that one or more claims of the '604, '365, '315, '939, '826, and/or '371 patents have been infringed, either literally and/or under the doctrine of equivalents, by Defendants and/or by others to whose infringements Defendants have contributed;



b. Judgment that Defendants account for and pay to Wireless Mobile Devices LLC all damages to and costs incurred by Wireless Mobile Devices LLC because of Defendants' infringing activities and other conduct complained of herein;

c. Judgment that Defendants account for and pay to Wireless Mobile Devices LLC a reasonable, ongoing, post-judgment royalty because of Defendants' infringing activities and other conduct complained of herein;

d. That Wireless Mobile Devices LLC be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein; and

e. That Wireless Mobile Devices LLC be granted such other and further relief as the Court may deem just and proper under the circumstances.

**Dated: December 12, 2013**

Respectfully submitted,

/s/ Barry J. Bumgardner

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