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8  
9 **UNITED STATES DISTRICT COURT**  
10 **SOUTHERN DISTRICT OF CALIFORNIA**

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12 SPH AMERICA, LLC,  
13 Plaintiff,  
14 vs.  
15 SPRINT SPECTRUM L.P.,  
16 Defendant.  
17  
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Case No. 13-CV-2319-CAB-NLS

**SUPPLEMENTAL FIRST  
AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT**

**Jury Trial Demanded**

RUSS, AUGUST & KABAT

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1 This is an action for patent infringement arising under the Patent Laws of the  
2 United States of America, 35 U.S.C. § 1 *et seq.* in which Plaintiff SPH America,  
3 LLC (“SPH” or “Plaintiff”) makes the following allegations against Defendant  
4 Sprint Corporation (“Sprint” or “Defendant”).

5 **I. PARTIES**

6 1. Plaintiff SPH America, LLC is a Virginia limited liability company  
7 having a principal place of business at 8133 Leesburg Pike, Suite 310, Vienna,  
8 Virginia 22182.

9 2. On information and belief, Defendant Sprint is a Delaware  
10 Corporation with its principal place of business at 6200 Sprint Parkway, Overland  
11 Park, Kansas.

12 **II. JURISDICTION AND VENUE**

13 3. This action arises under the patent laws of the United States, Title 35  
14 of the United States Code. This Court has original subject matter jurisdiction  
15 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

16 4. On information and belief, Defendant is subject to this Court's specific  
17 and general personal jurisdiction pursuant to due process and/or the California  
18 Long Arm Statute, due to having availed itself of the rights and benefits of  
19 California by engaging in activities, including: (i) conducting substantial business  
20 in this forum; and (ii) engaging in other persistent courses of conduct, and/or  
21 deriving substantial revenue from goods and services provided to individuals in  
22 California and in this Judicial District.

23 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b), 1391(c)  
24 and 1400(b). On information and belief, Defendant has engaged in activities  
25 including: transacting business in this district and purposefully directing its  
26 business activities, including the sale of infringing goods, to this district.

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COUNT I

**INFRINGEMENT OF U.S. PATENT NO. RE 40,385**

6. Plaintiff SPH realleges and incorporates by reference paragraphs 1-5 above, as if fully set forth herein.

7. Plaintiff SPH is the exclusive licensee of United States Patent No. RE 40,385 (“the ‘385 patent”) titled “Orthogonal Complex Spreading Method For Multichannel And Apparatus Thereof.” The ‘385 patent was duly and legally issued by the United States Patent and Trademark Office on June 17, 2008. SPH is the exclusive licensee, possessing all substantial rights, to the ‘385 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘385 patent.

8. On information and belief, Sprint operates a wireless communications network, and sells mobile handsets for use on a wireless network. On information and belief, Sprint also offers wireless communications services and sells mobile handsets for use on a wireless network through its Boost mobile brand.

9. On information and belief, Sprint has infringed and continues to infringe the ‘385 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘385 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4, Galaxy S III, and Galaxy Rush, mobile phones made by Blackberry, including, without limitation the Blackberry Bold 9930 and Blackberry Curve 9310, mobile phones made by ZTE, including, without limitation the Fury, Sprint Vital, Boost Force, and Warp Sequent, and mobile phones made by Kyocera, including, without limitation the Rise, Hydro EDGE, Torque, and Milano, all of which are covered by one or more claims of the ‘385 patent, including but not limited to claim 31. By making, using, offering for sale, and/or selling such systems, and products and/or services related

1 thereto, covered by one or more claims of the '385 patent, Sprint has injured SPH  
2 and is liable to SPH for infringement of the '385 patent pursuant to 35 U.S.C. §  
3 271.

4 10. Sprint was placed on notice of its infringement of the '385 Patent no  
5 later than approximately February 10, 2012 as a result of a letter from SPH to  
6 Sprint specifically identifying the '385 Patent and informing Sprint of its infringing  
7 conduct.

8 11. On information and belief, Sprint has also infringed the '385 patent by  
9 inducing others, including users of unlicensed wireless handsets on its networks, to  
10 infringe one or more claims of the '385 patent in violation of 35 U.S.C. § 271(b).

11 12. On information and belief, Sprint takes active steps to induce its  
12 customers and network users to infringe the '385 patent by taking affirmative steps  
13 to encourage and facilitate direct infringement by others with knowledge of that  
14 infringement, such as, upon information and belief, by importing, offering for sale,  
15 and/or selling products and/or services that when used as intended infringe the  
16 '385 patent. For example, and without limitation, on information and belief, Sprint  
17 advertises that customers can utilize mobile devices to communicate using its  
18 network services for 3G communications that Sprint enables pursuant to  
19 CDMA2000 technology. Since at least the time of the written communications  
20 from SPH in February 2012, Sprint has had actual knowledge of the '385 patent  
21 and that the use of products and services by its customers constituted direct  
22 infringement of the '385 patent. Despite this knowledge, Sprint has continued to  
23 offer these services, to facilitate and encourage infringing use of its services, and to  
24 encourage its customers to use products and services from Sprint in a manner that  
25 infringes the '385 patent.

26 13. On information and belief, Sprint has also infringed the '385 patent by  
27 contributing to the infringement of others, including users of unlicensed wireless  
28

1 handsets on its networks, to infringe one or more claims of the ‘385 patent in  
2 violation of 35 U.S.C. § 271(c).

3 14. On information and belief, Sprint sells devices that are a component  
4 of the patented invention of the ‘385 patent or an apparatus for use in practicing a  
5 patented process of the ‘385 patent and they are especially made or especially  
6 adapted for use in infringement of the ‘385 patent. In particular, the unlicensed  
7 mobile handsets sold and offered for sale by Sprint are apparatus for use in  
8 practicing one or more claimed processes of the ‘385 patent and are especially  
9 made or especially adapted for use in practicing one or more claimed processes of  
10 the ‘385 patent, including through use in communications using CDMA2000  
11 technology. Sprint sold these unlicensed devices despite its knowledge that they  
12 were especially made or especially adapted for use in infringement of the ‘385  
13 patent. Sprint was put on notice of the infringing nature of these goods since at  
14 least the time of the written communications from SPH in February 2012.

15 15. Sprint undertook its actions of, *inter alia*, making, using, offering for  
16 sale, and/or selling unlicensed systems, and products and/or services related thereto  
17 despite an objectively high likelihood that such activities infringed the ‘385 patent,  
18 which has been duly issued by the United States Patent and Trademark Office, and  
19 is presumed valid. Since at least the time of the written communications from SPH  
20 in February 2012, Sprint has been aware of an objectively high likelihood that its  
21 actions constituted, and continue to constitute, infringement of the ‘385 patent and  
22 that the ‘385 patent is valid. Despite that knowledge, on information and belief,  
23 Sprint has continued its infringing activities. As such, Sprint willfully infringed  
24 the ‘385 patent.

25 16. As a result of Sprint’s infringement of the ‘385 patent, Plaintiff SPH  
26 has suffered monetary damages and is entitled to a money judgment in an amount  
27 adequate to compensate for Sprint’s infringement, but in no event less than a  
28 reasonable royalty for the use made of the invention by Sprint, enhancement of

1 damages due to Sprint's willful infringement, and interest and costs as fixed by the  
2 Court.

3 **COUNT II**

4 **INFRINGEMENT OF U.S. PATENT NO. 5,960,029**

5 17. Plaintiff SPH realleges and incorporates by reference paragraphs 1-16  
6 above, as if fully set forth herein.

7 18. Plaintiff SPH is the exclusive licensee of United States Patent No.  
8 5,960,029 ("the '029 patent") titled "Coherent Dual-Channel QPSK  
9 Modulator/Demodulator For CDMA Systems, And Modulating/Demodulating  
10 Methods Therefor." The '029 patent was duly and legally issued by the United  
11 States Patent and Trademark Office on September 28, 1999. SPH is the exclusive  
12 licensee, possessing all substantial rights, to the '029 patent pursuant to a license  
13 from the Electronics and Telecommunications Research Institute, a South Korean  
14 non-profit research organization, the owner of the '029 patent.

15 19. On information and belief, Sprint operates a wireless communications  
16 network, and sells mobile handsets for use on a wireless network. On information  
17 and belief, Sprint also offers wireless communications services and sells mobile  
18 handsets for use on a wireless network through its Boost mobile brand.

19 20. On information and belief, Sprint has infringed and continues to  
20 infringe the '029 patent by, among other things, making, using, offering for sale,  
21 and/or selling unlicensed systems, and products and/or services related thereto,  
22 covered by one or more claims of the '029 patent. Such unlicensed products  
23 include, by way of example and without limitation, mobile phones made by  
24 Samsung, including without limitation the Samsung Galaxy S4, Galaxy S III, and  
25 Galaxy Rush, mobile phones made by Blackberry, including, without limitation the  
26 Blackberry Bold 9930 and Blackberry Curve 9310, mobile phones made by ZTE,  
27 including, without limitation the Fury, Sprint Vital, Boost Force, and Warp  
28 Sequent, and mobile phones made by Kyocera, including, without limitation the

1 Rise, Hydro EDGE, Torque, and Milano, all of which are covered by one or more  
2 claims of the '029 patent, including but not limited to claim 1. By making, using,  
3 offering for sale, and/or selling such systems, and products and/or services related  
4 thereto, covered by one or more claims of the '029 patent, Sprint has injured SPH  
5 and is liable to SPH for infringement of the '029 patent pursuant to 35 U.S.C. §  
6 271.

7 21. Sprint was placed on notice of its infringement of the '029 Patent no  
8 later than approximately February 10, 2012 as a result of a letter from SPH to  
9 Sprint specifically identifying the '029 Patent and informing Sprint of its infringing  
10 conduct.

11 22. On information and belief, Sprint has also infringed the '029 patent by  
12 inducing others, including users of unlicensed wireless handsets on its networks to  
13 infringe one or more claims of the '029 patent in violation of 35 U.S.C. § 271(b).

14 23. On information and belief, Sprint takes active steps to induce its  
15 customers and network users to infringe the '029 patent by taking affirmative steps  
16 to encourage and facilitate direct infringement by others with knowledge of that  
17 infringement, such as, upon information and belief, by importing, offering for sale,  
18 and/or selling products and/or services that when used as intended infringe the  
19 '029 patent. For example, and without limitation, on information and belief, Sprint  
20 advertises that customers can utilize mobile devices to communicate using its  
21 network services for 3G communications that Sprint enables pursuant to  
22 CDMA2000 technology. Since at least time of the written communications from  
23 SPH in February 2012, Sprint has had actual knowledge of the '029 patent and that  
24 the use of products and services by its customers constituted direct infringement of  
25 the '029 patent. Despite this knowledge, Sprint has continued to offer these  
26 services, to facilitate and encourage infringing use of its services, and to encourage  
27 its customers to use products and services from Sprint in a manner that infringes  
28 the '029 patent.

1           24. On information and belief, Sprint has also infringed the '029 patent by  
2 contributing to the infringement of others, including users of unlicensed wireless  
3 handsets on its networks, to infringe one or more claims of the '029 patent in  
4 violation of 35 U.S.C. § 271(c).

5           25. On information and belief, Sprint sells devices that are a component  
6 of the patented invention of the '029 patent or an apparatus for use in practicing a  
7 patented process of the '029 patent and they are especially made or especially  
8 adapted for use in infringement of the '029 patent. In particular, the unlicensed  
9 mobile handsets sold and offered for sale by Sprint are apparatus for use in  
10 practicing one or more claimed processes of the '029 patent and are especially  
11 made or especially adapted for use in practicing one or more claimed processes of  
12 the '029 patent, including through use in communications using CDMA2000  
13 technology. Sprint sold these unlicensed devices despite its knowledge that they  
14 were especially made or especially adapted for use in infringement of the '029  
15 patent. Sprint was put on notice of the infringing nature of these goods since at  
16 least the time of the written communications from SPH in February 2012.

17           26. Sprint undertook its actions of, *inter alia*, making, using, offering for  
18 sale, and/or selling unlicensed systems, and products and/or services related thereto  
19 despite an objectively high likelihood that such activities infringed the '029 patent,  
20 which has been duly issued by the United States Patent and Trademark Office, and  
21 is presumed valid. Since at least the time of the written communications from SPH  
22 in February 2012, Sprint has been aware of an objectively high likelihood that its  
23 actions constituted, and continue to constitute, infringement of the '029 patent and  
24 that the '029 patent is valid. Despite that knowledge, on information and belief,  
25 Sprint has continued its infringing activities. As such, Sprint willfully infringed  
26 the '029 patent.

27           27. As a result of Sprint's infringement of the '029 patent, Plaintiff SPH  
28 has suffered monetary damages and is entitled to a money judgment in an amount



1 adequate to compensate for Sprint’s infringement, but in no event less than a  
2 reasonable royalty for the use made of the invention by Sprint, enhancement of  
3 damages due to Sprint’s willful infringement, and interest and costs as fixed by the  
4 Court.

5 **COUNT III**

6 **INFRINGEMENT OF U.S. PATENT NO. RE 44,507**

7 28. Plaintiff SPH realleges and incorporates by reference paragraphs 1-27  
8 above, as if fully set forth herein.

9 29. Plaintiff SPH is the exclusive licensee of United States Patent No. RE  
10 44,507 (“the ‘507 patent”) titled “Orthogonal Complex Spreading Method for  
11 Multichannel and Apparatus Thereof.” The ‘507 patent was duly and legally  
12 issued by the United States Patent and Trademark Office on September 24, 2013.  
13 SPH is the exclusive licensee, possessing all substantial rights, to the ‘507 patent  
14 pursuant to a license from the Electronics and Telecommunications Research  
15 Institute, a South Korean non-profit research organization, the owner of the ‘507  
16 patent.

17 30. On information and belief, Sprint operates a wireless communications  
18 network, and sells mobile handsets for use on a wireless network. On information  
19 and belief, Sprint also offers wireless communications services and sells mobile  
20 handsets for use on a wireless network through its Boost mobile brand.

21 31. On information and belief, Sprint has infringed and continues to  
22 infringe the ‘507 patent by, among other things, making, using, offering for sale,  
23 and/or selling unlicensed systems, and products and/or services related thereto,  
24 covered by one or more claims of the ‘507 patent. Such unlicensed products  
25 include, by way of example and without limitation, mobile phones made by  
26 Samsung, including without limitation the Samsung Galaxy S4, Galaxy S III, and  
27 Galaxy Rush, mobile phones made by Blackberry, including, without limitation the  
28 Blackberry Bold 9930 and Blackberry Curve 9310, mobile phones made by ZTE,

1 including, without limitation the Fury, Sprint Vital, Boost Force, and Warp  
2 Sequent, and mobile phones made by Kyocera, including, without limitation the  
3 Rise, Hydro EDGE, Torque, and Milano, all of which are covered by one or more  
4 claims of the '507 patent, including but not limited to claim 104. By making,  
5 using, offering for sale, and/or selling such systems, and products and/or services  
6 related thereto, covered by one or more claims of the '507 patent, Sprint has  
7 injured SPH and is liable to SPH for infringement of the '507 patent pursuant to 35  
8 U.S.C. § 271.

9 32. As a result of Sprint's infringement of the '507 patent, Plaintiff SPH  
10 has suffered monetary damages and is entitled to a money judgment in an amount  
11 adequate to compensate for Sprint's infringement, but in no event less than a  
12 reasonable royalty for the use made of the invention by Sprint, and interests and  
13 costs as fixed by the Court.

14 33. Sprint was placed on notice of its infringement of the '507 Patent no  
15 later than the filing of the first amended complaint in this matter specifically  
16 identifying the '507 Patent and informing Sprint of its infringing conduct.

17 34. On information and belief, Sprint has also infringed the '507 patent by  
18 inducing others, including users of unlicensed wireless handsets on its networks to  
19 infringe one or more claims of the '507 patent in violation of 35 U.S.C. § 271(b).

20 35. On information and belief, Sprint takes active steps to induce its  
21 customers and network users to infringe the '507 patent by taking affirmative steps  
22 to encourage and facilitate direct infringement by others with knowledge of that  
23 infringement, such as, upon information and belief, by importing, offering for sale,  
24 and/or selling products and/or services that when used as intended infringe the  
25 '507 patent. For example, and without limitation, on information and belief, Sprint  
26 advertises that customers can utilize mobile devices to communicate using its  
27 network services for 3G communications that Sprint enables pursuant to  
28 CDMA2000 technology. Since at least the filing of the first amended complaint in

1 this matter, Sprint has had actual knowledge of the ‘507 patent and that the use of  
2 products and services by its customers constituted direct infringement of the ‘507  
3 patent. Despite this knowledge, Sprint has continued to offer these services, to  
4 facilitate and encourage infringing use of its services, and to encourage its  
5 customers to use products and services from Sprint in a manner that infringes the  
6 ‘507 patent.

7 36. On information and belief, Sprint has also infringed the ‘507 patent by  
8 contributing to the infringement of others, including users of unlicensed wireless  
9 handsets on its networks, to infringe one or more claims of the ‘507 patent in  
10 violation of 35 U.S.C. § 271(c).

11 37. On information and belief, Sprint sells devices that are a component  
12 of the patented invention of the ‘507 patent or an apparatus for use in practicing a  
13 patented process of the ‘507 patent and they are especially made or especially  
14 adapted for use in infringement of the ‘507 patent. In particular, the unlicensed  
15 mobile handsets sold and offered for sale by Sprint are apparatus for use in  
16 practicing one or more claimed processes of the ‘507 patent and are especially  
17 made or especially adapted for use in practicing one or more claimed processes of  
18 the ‘507 patent, including through use in communications using CDMA2000  
19 technology. Sprint sold these unlicensed devices despite its knowledge that they  
20 were especially made or especially adapted for use in infringement of the ‘507  
21 patent. Sprint was put on notice of the infringing nature of these goods since at  
22 least the time of the filing of the initial complaint in this matter.

23 38. Sprint undertook its actions of, *inter alia*, making, using, offering for  
24 sale, and/or selling unlicensed systems, and products and/or services related thereto  
25 despite an objectively high likelihood that such activities infringed the ‘507 patent,  
26 which has been duly issued by the United States Patent and Trademark Office, and  
27 is presumed valid. Since at least the time of the filing of the first amended  
28 complaint in this action, Sprint has been aware of an objectively high likelihood

1 that its actions constituted, and continue to constitute, infringement of the ‘507  
2 patent and that the ‘507 patent is valid. Despite that knowledge, on information  
3 and belief, Sprint has continued its infringing activities. As such, Sprint willfully  
4 infringed the ‘507 patent.

5 39. As a result of Sprint’s indirect infringement of the ‘507 patent,  
6 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment  
7 in an amount adequate to compensate for Sprint’s infringement, but in no event  
8 less than a reasonable royalty for the use made of the invention by Sprint,  
9 enhancement of damages due to Sprint’s willful infringement, and interest and  
10 costs as fixed by the Court.

#### 11 **COUNT IV**

#### 12 **INFRINGEMENT OF U.S. PATENT NO. 8,565,346**

13 40. Plaintiff SPH realleges and incorporates by reference paragraphs 1-39  
14 above, as if fully set forth herein.

15 41. Plaintiff SPH is the exclusive licensee of United States Patent No.  
16 8,565,346 (“the ‘346 patent”) titled “Apparatus for Transmitting and Receiving  
17 Data to Provide High-Speed Data Communication and Method Thereof.” The  
18 ‘346 patent was duly and legally issued by the United States Patent and Trademark  
19 Office on October 22, 2013. SPH is the exclusive licensee, possessing all  
20 substantial rights, to the ‘346 patent pursuant to a license from the Electronics and  
21 Telecommunications Research Institute, a South Korean non-profit research  
22 organization, the owner of the ‘346 patent.

23 42. On information and belief, Sprint sells mobile handsets capable of  
24 wireless local area network connectivity. On information and belief, Sprint also  
25 sells mobile handsets capable of wireless local area network connectivity through  
26 its Boost mobile brand.

27 43. On information and belief, Sprint has infringed and continues to  
28 infringe the ‘346 patent by, among other things, making, using, offering for sale,

1 and/or selling unlicensed systems, and products and/or services related thereto,  
2 covered by one or more claims of the ‘346 patent. Such unlicensed products  
3 include, by way of example and without limitation, mobile phones made by  
4 Samsung, including without limitation the Samsung Galaxy S4, Galaxy S III, and  
5 Galaxy Rush, mobile phones made by Blackberry, including, without limitation the  
6 Blackberry Bold 9930 and Blackberry Curve 9310, mobile phones made by ZTE,  
7 including, without limitation the Sprint Vital, Boost Force, and Warp Sequent, and  
8 mobile phones made by Kyocera, including, without limitation the Rise, Hydro  
9 EDGE, Torque, and Milano, all of which are covered by one or more claims of the  
10 ‘346 patent, including but not limited to claim 1. By making, using, offering for  
11 sale, and/or selling such systems, and products and/or services related thereto,  
12 covered by one or more claims of the ‘346 patent, Sprint has injured SPH and is  
13 liable to SPH for infringement of the ‘346 patent pursuant to 35 U.S.C. § 271.

14 44. As a result of Sprint’s infringement of the ‘346 patent, Plaintiff SPH  
15 has suffered monetary damages and is entitled to a money judgment in an amount  
16 adequate to compensate for Sprint’s infringement, but in no event less than a  
17 reasonable royalty for the use made of the invention by Sprint, and interests and  
18 costs as fixed by the Court.

19 45. Sprint was placed on notice of its infringement of the ‘346 Patent no  
20 later than the filing of the first amended complaint in this matter specifically  
21 identifying the ‘346 Patent and informing Sprint of its infringing conduct.

22 46. On information and belief, Sprint has also infringed the ‘346 patent by  
23 inducing others, including users of unlicensed wireless handsets to infringe one or  
24 more claims of the ‘346 patent in violation of 35 U.S.C. § 271(b).

25 47. On information and belief, Sprint takes active steps to induce its  
26 customers to infringe the ‘346 patent by taking affirmative steps to encourage and  
27 facilitate direct infringement by others with knowledge of that infringement, such  
28 as, upon information and belief, by importing, offering for sale, and/or selling

1 products and/or services that when used as intended infringe the ‘346 patent. For  
2 example, and without limitation, on information and belief, Sprint advertises that  
3 customers can utilize mobile devices to communicate using WiFi communications  
4 protocols. Since at least the filing of the first amended complaint in this matter,  
5 Sprint has had actual knowledge of the ‘346 patent and that the use of products and  
6 services by its customers constituted direct infringement of the ‘346 patent.  
7 Despite this knowledge, Sprint has continued to offer these services, to facilitate  
8 and encourage infringing use of its services, and to encourage its customers to use  
9 products and services from Sprint in a manner that infringes the ‘346 patent.

10 48. On information and belief, Sprint has also infringed the ‘346 patent by  
11 contributing to the infringement of others, including users of unlicensed wireless  
12 handsets, to infringe one or more claims of the ‘346 patent in violation of 35  
13 U.S.C. § 271(c).

14 49. On information and belief, Sprint sells devices that are a component  
15 of the patented invention of the ‘346 patent or an apparatus for use in practicing a  
16 patented process of the ‘346 patent and they are especially made or especially  
17 adapted for use in infringement of the ‘346 patent. In particular, the unlicensed  
18 mobile handsets sold and offered for sale by Sprint are apparatus for use in  
19 practicing one or more claimed processes of the ‘346 patent and are especially  
20 made or especially adapted for use in practicing one or more claimed processes of  
21 the ‘346 patent, including through use in communications using WiFi  
22 communications protocols. Sprint sold these unlicensed devices despite its  
23 knowledge that they were especially made or especially adapted for use in  
24 infringement of the ‘346 patent. Sprint was put on notice of the infringing nature  
25 of these goods since at least the time of the filing of the initial complaint in this  
26 matter.

27 50. Sprint undertook its actions of, *inter alia*, making, using, offering for  
28 sale, and/or selling unlicensed systems, and products and/or services related thereto

1 despite an objectively high likelihood that such activities infringed the ‘346 patent,  
2 which has been duly issued by the United States Patent and Trademark Office, and  
3 is presumed valid. Since at least the time of the filing of the first amended  
4 complaint in this action, Sprint has been aware of an objectively high likelihood  
5 that its actions constituted, and continue to constitute, infringement of the ‘346  
6 patent and that the ‘346 patent is valid. Despite that knowledge, on information  
7 and belief, Sprint has continued its infringing activities. As such, Sprint willfully  
8 infringed the ‘346 patent.

9 51. As a result of Sprint’s indirect infringement of the ‘346 patent,  
10 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment  
11 in an amount adequate to compensate for Sprint’s infringement, but in no event  
12 less than a reasonable royalty for the use made of the invention by Sprint,  
13 enhancement of damages due to Sprint’s willful infringement, and interest and  
14 costs as fixed by the Court.

#### 15 **COUNT V**

#### 16 **INFRINGEMENT OF U.S. PATENT NO. 8,532,231**

17 52. Plaintiff SPH realleges and incorporates by reference paragraphs 1-51  
18 above, as if fully set forth herein.

19 53. Plaintiff SPH is the exclusive licensee of United States Patent No.  
20 8,532,231 (“the ‘231 patent”) titled “Apparatus for Transmitting and Receiving  
21 Data to Provide High-Speed Data Communication and Method Thereof.” The  
22 ‘231 patent was duly and legally issued by the United States Patent and Trademark  
23 Office on September 10, 2013. SPH is the exclusive licensee, possessing all  
24 substantial rights, to the ‘231 patent pursuant to a license from the Electronics and  
25 Telecommunications Research Institute, a South Korean non-profit research  
26 organization, the owner of the ‘231 patent.

27 54. On information and belief, Sprint sells mobile handsets capable of  
28 wireless local area network connectivity. On information and belief, Sprint also

1 sells mobile handsets capable of wireless local area network connectivity through  
2 its Boost mobile brand.

3 55. On information and belief, Sprint has infringed and continues to  
4 infringe the '231 patent by, among other things, making, using, offering for sale,  
5 and/or selling unlicensed systems, and products and/or services related thereto,  
6 covered by one or more claims of the '231 patent. Such unlicensed products  
7 include, by way of example and without limitation, mobile phones made by  
8 Samsung, including without limitation the Samsung Galaxy S4, Galaxy S III, and  
9 Galaxy Rush, mobile phones made by Blackberry, including, without limitation the  
10 Blackberry Bold 9930 and Blackberry Curve 9310, mobile phones made by ZTE,  
11 including, without limitation the Sprint Vital, Boost Force, and Warp Sequent, and  
12 mobile phones made by Kyocera, including, without limitation the Rise, Hydro  
13 EDGE, Torque, and Milano, all of which are covered by one or more claims of the  
14 '231 patent, including but not limited to claim 35. By making, using, offering for  
15 sale, and/or selling such systems, and products and/or services related thereto,  
16 covered by one or more claims of the '231 patent, Sprint has injured SPH and is  
17 liable to SPH for infringement of the '231 patent pursuant to 35 U.S.C. § 271.

18 56. As a result of Sprint's infringement of the '231 patent, Plaintiff SPH  
19 has suffered monetary damages and is entitled to a money judgment in an amount  
20 adequate to compensate for Sprint's infringement, but in no event less than a  
21 reasonable royalty for the use made of the invention by Sprint, and interests and  
22 costs as fixed by the Court.

23 57. Sprint was placed on notice of its infringement of the '231 Patent no  
24 later than the filing of the first amended complaint in this matter specifically  
25 identifying the '231 Patent and informing Sprint of its infringing conduct.

26 58. On information and belief, Sprint has also infringed the '231 patent by  
27 inducing others, including users of unlicensed wireless handsets to infringe one or  
28 more claims of the '231 patent in violation of 35 U.S.C. § 271(b).



1           59. On information and belief, Sprint takes active steps to induce its  
2 customers to infringe the ‘231 patent by taking affirmative steps to encourage and  
3 facilitate direct infringement by others with knowledge of that infringement, such  
4 as, upon information and belief, by importing, offering for sale, and/or selling  
5 products and/or services that when used as intended infringe the ‘231 patent. For  
6 example, and without limitation, on information and belief, Sprint advertises that  
7 customers can utilize mobile devices to communicate using WiFi communications  
8 protocols. Since at least the filing of the first amended complaint in this matter,  
9 Sprint has had actual knowledge of the ‘231 patent and that the use of products and  
10 services by its customers constituted direct infringement of the ‘231 patent.  
11 Despite this knowledge, Sprint has continued to offer these services, to facilitate  
12 and encourage infringing use of its services, and to encourage its customers to use  
13 products and services from Sprint in a manner that infringes the ‘231 patent.

14           60. On information and belief, Sprint has also infringed the ‘231 patent by  
15 contributing to the infringement of others, including users of unlicensed wireless  
16 handsets, to infringe one or more claims of the ‘231 patent in violation of 35  
17 U.S.C. § 271(c).

18           61. On information and belief, Sprint sells devices that are a component  
19 of the patented invention of the ‘231 patent or an apparatus for use in practicing a  
20 patented process of the ‘231 patent and they are especially made or especially  
21 adapted for use in infringement of the ‘231 patent. In particular, the unlicensed  
22 mobile handsets sold and offered for sale by Sprint are apparatus for use in  
23 practicing one or more claimed processes of the ‘231 patent and are especially  
24 made or especially adapted for use in practicing one or more claimed processes of  
25 the ‘231 patent, including through use in communications using WiFi  
26 communications protocols. Sprint sold these unlicensed devices despite its  
27 knowledge that they were especially made or especially adapted for use in  
28 infringement of the ‘231 patent. Sprint was put on notice of the infringing nature

1 of these goods since at least the time of the filing of the initial complaint in this  
2 matter.

3 62. Sprint undertook its actions of, *inter alia*, making, using, offering for  
4 sale, and/or selling unlicensed systems, and products and/or services related thereto  
5 despite an objectively high likelihood that such activities infringed the '231 patent,  
6 which has been duly issued by the United States Patent and Trademark Office, and  
7 is presumed valid. Since at least the time of the filing of the first amended  
8 complaint in this action, Sprint has been aware of an objectively high likelihood  
9 that its actions constituted, and continue to constitute, infringement of the '231  
10 patent and that the '231 patent is valid. Despite that knowledge, on information  
11 and belief, Sprint has continued its infringing activities. As such, Sprint willfully  
12 infringed the '231 patent.

13 63. As a result of Sprint's indirect infringement of the '231 patent,  
14 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment  
15 in an amount adequate to compensate for Sprint's infringement, but in no event  
16 less than a reasonable royalty for the use made of the invention by Sprint,  
17 enhancement of damages due to Sprint's willful infringement, and interest and  
18 costs as fixed by the Court.

### 19 **III. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff SPH respectfully requests that this Court enter:

21 1. A judgment in favor of Plaintiff SPH that Sprint has infringed, either  
22 literally and/or under the doctrine of equivalents, the '385 patent, the '029 patent,  
23 the '507 patent, the '346 patent, and the '231 patent;

24 2. A judgment in favor of Plaintiff SPH that Sprint has induced  
25 infringement of the '385 patent, the '029 patent, the '507 patent, the '346 patent,  
26 and the '231 patent;

27  
28

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1           3.     A judgment in favor of Plaintiff SPH that Sprint has contributed to the  
2 infringement of the ‘385 patent, the ‘029 patent, the ‘507 patent, the ‘346 patent,  
3 and the ‘231 patent;

4           4.     A judgment in favor of Plaintiff SPH that Sprint has willfully  
5 infringed the ‘385 patent, the ‘029 patent, the ‘507 patent, the ‘346 patent, and the  
6 ‘231 patent;

7           5.     A judgment and order requiring Sprint to pay Plaintiff SPH its  
8 damages, costs, expenses, and pre-judgment and post-judgment interest as  
9 provided under 35 U.S.C. § 284 for Sprint’s infringement of the ‘385 patent, the  
10 ‘029 patent, the ‘507 patent, the ‘346 patent, and the ‘231 patent;

11           6.     A judgment and order for treble damages pursuant to 35 U.S.C. § 284;

12           7.     A judgment and order that this case is exceptional and requiring  
13 Sprint to pay Plaintiff SPH reasonable experts’ fees and attorneys’ fees pursuant to  
14 35 U.S.C. § 285; and

15           8.     Any and all other relief as the Court may deem appropriate and just  
16 under the circumstances.

17 **IV. DEMAND FOR JURY TRIAL**

18                     Plaintiff SPH requests a trial by jury of any issues so triable.

19  
20 DATED: June 27, 2014

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