

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

MOBILE TELECOMMUNICATIONS	§	
TECHNOLOGIES, LLC,	§	
Plaintiff,	§	Civil Act. No. 2:13-cv-947-JRG-RSP
v.	§	
	§	
LG ELECTRONICS MOBILECOMM U.S.A.,	§	JURY TRIAL REQUESTED
INC.,	§	
Defendant.	§	

**PLAINTIFF MOBILE TELECOMMUNICATIONS
TECHNOLOGIES, LLC'S SECOND AMENDED COMPLAINT**

Plaintiff Mobile Telecommunications Technologies, LLC (“MTel” or “Plaintiff”) by and through its undersigned attorneys, hereby pleads the following claims for patent infringement against Defendant LG Electronics MobileComm U.S.A., Inc. (“LG” or “Defendant”) and alleges as follows.

THE PARTIES

1. Plaintiff MTel is a Delaware limited liability company having a principal place of business at 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057. MTel is a wholly owned subsidiary of United Wireless Holdings, Inc. (“United Wireless”). In 2008, United Wireless, through another of its wholly owned subsidiaries, Velocita Wireless, LLC, purchased the SkyTel wireless network from Bell Industries, including assets related to SkyTel’s more than twenty-year history as a wireless data company. Velocita Wireless, LLC, continued to operate the SkyTel wireless data network after the acquisition. As a result of that transaction, United Wireless gained ownership and control over the portfolio of intellectual property, including patents, developed over the years by several SkyTel-related entities, including Mobile Telecommunication Technologies Corp. (“MTEL Corp.”), Destineer Corporation, and SkyTel Communications. United Wireless subsequently assigned certain of the patent assets, including

the patents-in-suit, together with all rights of recovery related to those patent assets to its wholly owned subsidiary, MTel, which is the plaintiff here.

2. MTEL Corp. was a pioneer of two-way wireless data communications and launched the world's first two-way wireless paging service, dubbed SkyTel 2-Way. The SkyTel paging operations and business are currently based out of Lewisville, Texas.

3. MTel asserts against Defendant LG in this action U.S. Patent Nos. 5,754,946 (the "'946 Patent") and 5,894,506 (the "'506 Patent") (together, the "Patents-in-Suit" or the "asserted patents"). With respect to the '946 Patent, MTel asserts claims 1, 3, 4, and 8. With respect to the '506 Patent, MTel asserts claim 19.

4. MTel is informed and believes, and thereon alleges, that defendant LG (which does business as LG Mobile Phones) is a corporation organized under the laws of the State of California with its headquarters at 10101 Old Grove Road, San Diego, California 92131.

JURISDICTION AND VENUE

5. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. §1 et. seq. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§1331 and 1338(a).

6. This Court has personal jurisdiction over LG under the laws of the State of Texas, including the Texas long-arm statute, TEX. CIV. PRAC. & REM. CODE §17.042. LG has been, and currently is, continuously and systematically conducting business in this jurisdiction and throughout Texas. LG has systematically, continuously, and purposefully harmed MTel in this jurisdiction by making, using, importing, offering for sale, or selling infringing communication networks, network operations centers, mobile units, related hardware, or related software that infringe one or more claims of the '946 Patent, and/or the '506 Patent. LG has systematically,

continuously, and purposefully harmed MTel in this jurisdiction by knowingly contributing to or inducing infringement of one or more claims of the '946 Patent and/or the '506 Patent.

7. Venue is proper under 28 U.S.C. §§1391(a) & (c), and 1400(b).

FIRST CLAIM FOR RELIEF

(Infringement of United States Patent No. 5,754,946)

8. Plaintiff reincorporates Paragraphs 1 through 7 of as though fully set forth herein.

9. The USPTO duly and lawfully issued the '946 Patent, entitled "Nationwide Communication System" on May 19, 1998. MTel is the assignee of all right, title, and interest in and to the '946 Patent and possesses the exclusive right of recovery, including the exclusive right to recover for past, present, and future infringement. Each and every claim of the '946 Patent is valid and enforceable and each enjoys a statutory presumption of validity separate, apart, and in addition to the statutory presumption of validity enjoyed by every other of its claims. 35 U.S.C. §282. A true and correct copy of the '946 Patent is attached hereto as Exhibit 1.

10. The '946 Patent describes and claims, *inter alia*, devices and networks that provide for the transmission of unreceived portions of a message.

11. MTel is informed and believes, and thereon alleges, that LG, without authorization or license, has been and is now directly or indirectly infringing one or more patents claims of the '946 Patent in violation of 35 U.S.C. § 271, including as stated below.

12. MTel is informed and believes, and thereon alleges, that LG's customers and all end-users of LG devices, equipment, products, or services are direct infringers of the '946 Patent.

13. MTel is informed and believes, and thereon alleges, that LG directly infringes, literally and/or under the doctrine of equivalents, and will continue to directly infringe each claim of the '946 Patent by making, using, selling, offering to sell, and/or importing into the United States mobile devices (*i.e.*, LG Android or Windows phones, tablets, and other wireless

devices such as Ally, Apex, Axis, Connect 4G, Escape, Esteem, Genesis , Ignite, Lucid , Mach, Motion 4G, Nexus 4 , Optimus 2, Optimus 2X, Optimus 3D, Optimus Black, Optimus S, Optimus C, Optimus Elite, Optimus G, Optimus G Pro, Optimus G2, Optimus M, Optimus M+, Optimus Pad LTE, Optimus Q, Optimus U, Optimus V, Optimus Slider, Phoenix, Splendor, Thrill 4G, Thrive, Viper) that include or are compatible with messaging services and other applications that allow for message retransmission (*e.g.*, Gmail, Calendar) and embody claims and/or practice the methods of the '946 Patent.

14. MTel is informed and believes, and thereon alleges, that the use by end users of messaging services and other applications that allow for message retransmission on the accused mobile devices and networks also directly infringes each of the claims of the '946 Patent. LG has and will continue to contribute to and induce the infringement of end users by intentionally instructing and otherwise encouraging infringement by end users by providing manuals and similar instructions on the operation of its mobile units and compatible messaging services and other applications that allow for message retransmission. For example, LG instructs end users on ways and methods of retrieving portions of email and other messages. The messaging features utilized by the mobile units to infringe the '946 Patent have no substantial non-infringing uses other than to operate as claimed by one or more claims of the '946 Patent. LG intentionally contributes to and induces direct infringement of the '946 Patent with knowledge that its actions constitute infringement of the '946 Patent since at least the filing or service of this action.

15. MTel is informed and believes, and thereon alleges, that LG also intentionally encourages and instructs Mobile Network Operators (*e.g.*, AT&T, Sprint, Verizon) and/or retailers to make, use, import, sell, and/or offer to sell LG mobile devices running the Android or Windows operating system and communication networks that LG knows infringe each claim of

the '946 Patent. LG provides detailed instructions and support regarding how to operate mobile devices, communication networks, and network operation centers in manners that infringe the '946 Patent. LG also induces infringement by, for example, entering marketing and sales agreements and by providing components used in infringement, technical support, advertisements, marketing materials, instruction booklets, user guides, email services, messaging services, and/or service manuals.

Willful Infringement of the '946 Patent

16. Any further infringing activity demonstrates a deliberate and conscious decision to infringe the '946 Patent or, at the very least, a reckless disregard of MTel's patent rights. LG continuing to make, use, offer to sell, sell, or import infringing products constitutes willful infringement for which MTel is entitled to up to treble damages as well as attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§284, 285.

SECOND CLAIM FOR RELIEF

(Infringement of United States Patent No. 5,894,506)

17. Plaintiff incorporates Paragraphs 1 through 7 as though fully set forth herein.

18. The USPTO duly and lawfully issued the '506 Patent, entitled "Method and Apparatus for Generating and Communicating Messages Between Subscribers to an Electronic Messaging Network" on April 13, 1999. MTel is the assignee of all right, title, and interest in and to the '506 Patent and possesses the exclusive right of recovery, including the exclusive right to recover for past, present, and future infringement. Each and every claim of the '506 Patent is valid and enforceable and each enjoys a statutory presumption of validity separate, apart, and in addition to the statutory presumption of validity enjoyed by every other of its claims. 35 U.S.C. §282. A true and correct copy of the '506 Patent is attached hereto as Exhibit 2.

19. The '506 Patent describes and claims, *inter alia*, an electronic messaging network comprising a network operations center and message terminals, including memory for storing corresponding files of canned messages and associated message codes, which improves message compression and conserves communications link capacity.

20. MTel is informed and believes, and thereon alleges, that LG, without authorization or license, has been and is now directly or indirectly infringing one or more patents claims of the '506 Patent in violation of 35 U.S.C. §271, including as stated below.

21. MTel is informed and believes, and thereon alleges, that LG's customers and all end-users of LG devices, equipment, products, or services are direct infringers of the '506 Patent.

22. MTel is informed and believes, and thereon alleges, that LG directly infringes, literally and/or under the doctrine of equivalents, and will continue to directly infringe each claim of the '506 Patent by making, using, selling, offering to sell, and/or importing into the United States mobile devices (*i.e.*, LG Android or Windows phones, tablets, and other wireless devices such as Ally, Apex, Axis, Connect 4G, Escape, Esteem, Genesis , Ignite, Lucid , Mach, Motion 4G, Nexus 4 , Optimus 2, Optimus 2X, Optimus 3D, Optimus Black, Optimus S, Optimus C, Optimus Elite, Optimus G, Optimus G Pro, Optimus G2, Optimus M, Optimus M+, Optimus Pad LTE, Optimus Q, Optimus U, Optimus V, Optimus Slider, Phoenix, Splendor, Thrill 4G, Thrive, Viper) that include or are compatible with messaging services and other applications that allow these message terminals to send messages that include a predefined sequence of characters such as emoticons, calendar invitations, contact cards, and similar messages, and embody claims and/or practice the methods of the '506 Patent.

23. MTel is informed and believes, and thereon alleges, that the use by end users of messaging services and other applications that allow for message retransmission on the accused

mobile devices and networks also directly infringes each of the claims of the '506 Patent. LG has and will continue to contribute to and induce the infringement of end users by intentionally instructing and otherwise encouraging infringement by end users by providing manuals and similar instructions on the operation of its mobile units and compatible messaging services and other applications that allow for message retransmission. For example, LG instructs end users on ways and methods of using the Calendar application to send a calendar invitation or the messages application to send a message containing an emoticon. The messaging features utilized by the mobile units to infringe the '506 Patent have no substantial non-infringing uses other than to operate as claimed by one or more claims of the '506 Patent. LG intentionally contributes to and induces direct infringement of the '506 Patent with knowledge that its actions constitute infringement of the '506 Patent since at least the filing or service of this action.

24. MTel is informed and believes, and thereon alleges, that LG also intentionally encourages and instructs Mobile Network Operators (*e.g.*, AT&T, Sprint, Verizon) and/or retailers to make, use, import, sell, and/or offer to sell LG mobile devices running the Android or Windows operating systems and communication networks that LG knows infringe each claim of the '506 Patent. LG provides detailed instructions and support regarding how to operate mobile devices, communication networks, and network operation centers in manners that infringe the '506 Patent. LG also induces infringement by, for example, entering marketing and sales agreements and by providing components used in infringement, technical support, advertisements, marketing materials, instruction booklets, user guides, email services, messaging services, and/or service manuals.

Willful Infringement of the '506 Patent

25. Any further infringing activity demonstrates a deliberate and conscious decision to infringe the '506 Patent or, at the very least, a reckless disregard of MTel's patent rights. LG continuing to make, use, offer to sell, sell, or import infringing products constitutes willful infringement for which MTel is entitled to up to treble damages as well as attorneys' fees and costs incurred in this action, along with prejudgment interest under 35 U.S.C. §§ 284, 285.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff MTel prays for entry of judgment against LG as follows:

- A. That LG has directly infringed each of the asserted Patents under 35 U.S.C. §271(a);
- B. That LG has induced the infringement by others of each of the asserted Patents under 35 U.S.C. §271(b);
- C. That LG has contributed to the infringement by others of each of the asserted Patents under 35 U.S.C. §271(c);
- D. That LG provide to MTel an accounting of all gains, profits, savings, and advantages derived by LG's direct or indirect infringement of the asserted Patents, and that MTel be awarded damages adequate to compensate for the wrongful infringement by LG, in accordance with 35 U.S.C. §284;
- E. That the damages awarded to MTel with respect to each of the asserted Patents be increased up to three times, in view of LG's willful infringement, in accordance with 35 U.S.C. §284;
- F. That this case be declared an exceptional one in favor of MTel under 35 U.S.C. §285, and that MTel be awarded its reasonable attorneys' fees and all other costs and expenses

incurred in connection with this civil action in accordance with 35 U.S.C. §285 and Rule 54(d) of the Federal Rules of Civil Procedure;

G. That LG, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with any of them, be preliminarily and permanently restrained and enjoined from infringing any of the asserted Patents; and

H. That MTel receive all other or further relief as this Court may deem just or proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), MTel hereby demands a trial by jury on all issues triable to a jury.

Dated: August 19, 2015

Respectfully Submitted,

/s/ Dustin L. Taylor

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was filed electronically in compliance with Local Rule CV-5(a). Therefore, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed.R.Civ.P. 5(d) and Local Rule CV-5(e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of this document via email, facsimile and/or U.S. First Class Mail this 19th day of August, 2015.

/s/ Dustin L. Taylor _____
Dustin L. Taylor