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6 Attorneys for Plaintiff
CORNING OPTICAL COMMUNICATIONS WIRELESS
7 LTD.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION
11

12 CORNING OPTICAL COMMUNICATIONS
13 WIRELESS LTD., an Israeli corporation,

14 Plaintiff,

15 v.

16 LGC WIRELESS, INC. a California corporation;
17 ADC TELECOMMUNICATIONS, INC., a
Minnesota corporation; and TE CONNECTIVITY
18 LTD., a Swiss corporation.

19 Defendants.

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

20
21 Plaintiff Corning Optical Communications Wireless Ltd. (“Corning Wireless”), for its
22 Complaint against Defendants LGC Wireless, Inc. (“LGC”), ADC Telecommunications, Inc.
23 (“ADC”), and TE Connectivity Ltd. (“TEC”), alleges and states as follows:

24 **THE PARTIES**

25 1. Corning Wireless is a corporation organized under the laws of the country of Israel
26 with its principal place of business in Airport City, Israel.

27 2. Upon information and belief, LGC is a California corporation with offices in San
28 Jose, California.

1 14. Upon information and belief, each of the Defendants has made, used, sold, offered
2 for sale and/or imported into the United States Distributed Antenna Systems (“DAS”) products.

3 15. Upon information and belief, one of the DAS products made, used, sold, offered
4 for sale and/or imported into the United States by the Defendants is the InterReach Fusion DAS
5 product.

6 16. Each of the Defendants has been and/or is engaged in competition with Corning
7 Wireless in the United States DAS market.

8 **CORNING WIRELESS’ BUSINESS AND INTELLECTUAL PROPERTY**

9 17. Corning Wireless manufactures and sells, *inter alia*, communications systems,
10 including DAS. Corning Wireless’ communications systems, including its DAS, are exclusively
11 distributed in the United States through Corning Optical Communications Wireless Inc., a
12 Delaware corporation with its principal place of business in Herndon, Virginia.

13 18. Corning Wireless is the owner of U.S. Patent No. 5,969,837 (“the ’837 patent”),
14 which is directed to communications systems.

15 19. Corning Wireless is the owner of U.S. Patent No. 7,822,148 (“the ’148 patent”),
16 which is directed to MIMO-adapted DAS.

17 **THE DEFENDANTS’ KNOWLEDGE OF THE ’837 AND ’148 PATENTS**

18 20. On or about November 7, 2011, if not earlier, Corning Wireless provided the
19 Defendants with actual notice of the ’837 patent and of the Defendants’ infringement of the ’837
20 patent.

21 21. On or about March 28, 2012, if not earlier, Corning Wireless provided the
22 Defendants with actual notice of the ’148 patent and of the Defendants’ infringement of the ’148
23 patent.

24 22. Upon information and belief, the Defendants possessed knowledge and
25 understanding of the ’837 and ’148 patents and their contents prior to at least some of the accused
26 acts of infringement.

27 **FIRST CAUSE OF ACTION**

28 (Infringement of U.S. Patent No. 5,969,837)

1 23. Corning Wireless incorporates the allegations of Paragraphs 1 through 22 above as
2 if fully set forth herein.

3 24. LGC directly infringes and/or has directly infringed at least one claim of the '837
4 patent, and will continue to directly infringe at least one claim of the '837 patent by making,
5 using, selling, offering for sale, and/or importing one or more DAS products, including its
6 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

7 25. Upon information and belief, LGC has provided customers, potential customers,
8 and/or end users with instructions on the configuration and operation of one or more DAS
9 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
10 claim of the '837 patent.

11 26. Upon information and belief, LGC has provided customers, potential customers,
12 and/or end users with such instructions with knowledge of the '837 patent and a specific intent
13 that one or more DAS products, including at least its InterReach Fusion DAS products, will be
14 configured and used in a manner that infringes at least one claim of the '837 patent.

15 27. LGC has and/or continues to indirectly infringe and will continue to indirectly
16 infringe the '837 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

17 28. Upon information and belief, one or more LGC DAS products, including its
18 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
19 any substantial uses that do not infringe the '837 patent.

20 29. Upon information and belief, LGC has made, used, sold, offered for sale and/or
21 imported one or more DAS products, including its InterReach Fusion DAS products, with
22 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
23 one claim of the '837 patent.

24 30. LGC has indirectly infringed and will continue to indirectly infringe at least one
25 claim of the '837 patent by contributing to the direct infringement by others, in violation of 35
26 U.S.C. § 271(c).

27 31. LGC will continue to directly and/or indirectly infringe the '837 patent unless
28 enjoined by this Court.

1 32. Corning Wireless has suffered and will continue to suffer monetary damages as a
2 result of LGC's infringing activities.

3 33. Corning Wireless has suffered and will continue to suffer irreparable harm as a
4 result of LGC's infringing activities.

5 34. LGC's infringements of the '837 patent have been with actual knowledge of the
6 '837 patent and, thus, have been willful.

7 35. ADC directly infringes and/or has directly infringed at least one claim of the '837
8 patent, and will continue to directly infringe at least one claim of the '837 patent by making,
9 using, selling, offering for sale, and/or importing one or more DAS products, including its
10 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

11 36. Upon information and belief, ADC has provided customers, potential customers,
12 and/or end users with instructions on the configuration and operation of one or more DAS
13 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
14 claim of the '837 patent.

15 37. Upon information and belief, ADC has provided customers, potential customers,
16 and/or end users with such instructions with knowledge of the '837 patent and a specific intent
17 that one or more DAS products, including at least its InterReach Fusion DAS products, will be
18 configured and used in a manner that infringes at least one claim of the '837 patent.

19 38. ADC has and/or continues to indirectly infringe and will continue to indirectly
20 infringe the '837 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

21 39. Upon information and belief, one or more ADC DAS products, including its
22 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
23 any substantial uses that do not infringe the '837 patent.

24 40. Upon information and belief, ADC has made, used, sold, offered for sale and/or
25 imported one or more DAS products, including its InterReach Fusion DAS products, with
26 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
27 one claim of the '837 patent.
28

1 41. ADC has indirectly infringed and will continue to indirectly infringe at least one
2 claim of the '837 patent by contributing to the direct infringement by others, in violation of 35
3 U.S.C. § 271(c).

4 42. ADC will continue to directly and/or indirectly infringe the '837 patent unless
5 enjoined by this Court.

6 43. Corning Wireless has suffered and will continue to suffer monetary damages as a
7 result of ADC's infringing activities.

8 44. Corning Wireless has suffered and will continue to suffer irreparable harm as a
9 result of ADC's infringing activities.

10 45. ADC's infringements of the '837 patent have been with actual knowledge of the
11 '837 patent and, thus, have been willful.

12 46. TEC directly infringes and/or has directly infringed at least one claim of the '837
13 patent, and will continue to directly infringe at least one claim of the '837 patent by making,
14 using, selling, offering for sale, and/or importing one or more DAS products, including its
15 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

16 47. Upon information and belief, TEC has provided customers, potential customers,
17 and/or end users with instructions on the configuration and operation of one or more DAS
18 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
19 claim of the '837 patent.

20 48. Upon information and belief, TEC has provided customers, potential customers,
21 and/or end users with such instructions with knowledge of the '837 patent and a specific intent
22 that one or more DAS products, including its InterReach Fusion DAS products, will be
23 configured and used in a manner that infringes at least one claim of the '837 patent.

24 49. TEC has and/or continues to indirectly infringe and will continue to indirectly
25 infringe the '837 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

26 50. Upon information and belief, one or more TEC DAS products, including its
27 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
28 any substantial uses that do not infringe the '837 patent.

1 51. Upon information and belief, TEC has made, used, sold, offered for sale and/or
2 imported one or more DAS products, including its InterReach Fusion DAS products, with
3 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
4 one claim of the '837 patent.

5 52. TEC has indirectly infringed and will continue to indirectly infringe at least one
6 claim of the '837 patent by contributing to the direct infringement by others, in violation of 35
7 U.S.C. § 271(c).

8 53. TEC will continue to directly and/or indirectly infringe the '837 patent unless
9 enjoined by this Court.

10 54. Corning Wireless has suffered and will continue to suffer monetary damages as a
11 result of TEC's infringing activities.

12 55. Corning Wireless has suffered and will continue to suffer irreparable harm as a
13 result of TEC's infringing activities.

14 56. TEC's infringements of the '837 patent have been with actual knowledge of the
15 '837 patent and, thus, have been willful.

16 57. Corning Wireless is entitled to all remedies at law and equity, including, but not
17 limited to, an injunction pursuant to 35 U.S.C. § 283.

18 58. Corning Wireless is entitled to damages for the Defendants' direct and/or indirect
19 infringements, including, but not limited to, all damages available at law and equity, including
20 damages pursuant to 35 U.S.C. §§ 284 and 285.

21 **SECOND CAUSE OF ACTION**

22 (Infringement of U.S. Patent No. 7,822,148)

23 59. Corning Wireless incorporates the allegations of Paragraphs 1 through 58 above as
24 if fully set forth herein.

25 60. LGC directly infringes and/or has directly infringed at least one claim of the '148
26 patent, and will continue to directly infringe at least one claim of the '148 patent by making,
27 using, selling, offering for sale, and/or importing one or more DAS products, including its
28 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

1 61. Upon information and belief, LGC has provided customers, potential customers,
2 and/or end users with instructions on the configuration and operation of one or more DAS
3 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
4 claim of the '148 patent.

5 62. Upon information and belief, LGC has provided customers, potential customers,
6 and/or end users with such instructions with knowledge of the '148 patent and a specific intent
7 that one or more DAS products, including at least its InterReach Fusion DAS products, will be
8 configured and used in a manner that infringes at least one claim of the '148 patent.

9 63. LGC has and/or continues to indirectly infringe and will continue to indirectly
10 infringe the '148 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

11 64. Upon information and belief, one or more LGC DAS products, including its
12 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
13 any substantial uses that do not infringe the '148 patent.

14 65. Upon information and belief, LGC has made, used, sold, offered for sale and/or
15 imported one or more DAS products, including its InterReach Fusion DAS products, with
16 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
17 one claim of the '148 patent.

18 66. LGC has indirectly infringed and will continue to indirectly infringe at least one
19 claim of the '148 patent by contributing to the direct infringement by others, in violation of 35
20 U.S.C. § 271(c).

21 67. LGC will continue to directly and/or indirectly infringe the '148 patent unless
22 enjoined by this Court.

23 68. Corning Wireless has suffered and will continue to suffer monetary damages as a
24 result of LGC's infringing activities.

25 69. Corning Wireless has suffered and will continue to suffer irreparable harm as a
26 result of LGC's infringing activities.

27 70. LGC's infringements of the '148 patent have been with actual knowledge of the
28 '148 patent and, thus, have been willful.

1 71. ADC directly infringes and/or has directly infringed at least one claim of the '148
2 patent, and will continue to directly infringe at least one claim of the '148 patent by making,
3 using, selling, offering for sale, and/or importing one or more DAS products, including its
4 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

5 72. Upon information and belief, ADC has provided customers, potential customers,
6 and/or end users with instructions on the configuration and operation of one or more DAS
7 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
8 claim of the '148 patent.

9 73. Upon information and belief, ADC has provided customers, potential customers,
10 and/or end users with such instructions with knowledge of the '148 patent and a specific intent
11 that one or more DAS products, including at least its InterReach Fusion DAS products, will be
12 configured and used in a manner that infringes at least one claim of the '148 patent.

13 74. ADC has and/or continues to indirectly infringe and will continue to indirectly
14 infringe the '148 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

15 75. Upon information and belief, one or more ADC DAS products, including its
16 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
17 any substantial uses that do not infringe the '148 patent.

18 76. Upon information and belief, ADC has made, used, sold, offered for sale and/or
19 imported one or more DAS products, including its InterReach Fusion DAS products, with
20 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
21 one claim of the '148 patent.

22 77. ADC has indirectly infringed and will continue to indirectly infringe at least one
23 claim of the '148 patent by contributing to the direct infringement by others, in violation of 35
24 U.S.C. § 271(c).

25 78. ADC will continue to directly and/or indirectly infringe the '148 patent unless
26 enjoined by this Court.

27 79. Corning Wireless has suffered and will continue to suffer monetary damages as a
28 result of ADC's infringing activities.

1 80. Corning Wireless has suffered and will continue to suffer irreparable harm as a
2 result of ADC's infringing activities.

3 81. ADC's infringements of the '148 patent have been with actual knowledge of the
4 '148 patent and, thus, have been willful.

5 82. TEC directly infringes and/or has directly infringed at least one claim of the '148
6 patent, and will continue to directly infringe at least one claim of the '148 patent by making,
7 using, selling, offering for sale, and/or importing one or more DAS products, including its
8 InterReach Fusion DAS products, all in violation of 35 U.S.C. § 271(a).

9 83. Upon information and belief, TEC has provided customers, potential customers,
10 and/or end users with instructions on the configuration and operation of one or more DAS
11 products, including its InterReach Fusion DAS products, in a manner that infringes at least one
12 claim of the '148 patent.

13 84. Upon information and belief, TEC has provided customers, potential customers,
14 and/or end users with such instructions with knowledge of the '148 patent and a specific intent
15 that one or more DAS products, including at least its InterReach Fusion DAS products, will be
16 configured and used in a manner that infringes at least one claim of the '148 patent.

17 85. TEC has and/or continues to indirectly infringe and will continue to indirectly
18 infringe the '148 patent by inducing infringement by others, in violation of 35 U.S.C. § 271(b).

19 86. Upon information and belief, one or more TEC DAS products, including its
20 InterReach Fusion DAS products, are not staple articles or commodities of commerce suitable for
21 any substantial uses that do not infringe the '148 patent.

22 87. Upon information and belief, TEC has made, used, sold, offered for sale and/or
23 imported one or more DAS products, including its InterReach Fusion DAS products, with
24 knowledge that the DAS products are especially adapted for use in a manner that infringes at least
25 one claim of the '148 patent.

26 88. TEC has indirectly infringed and will continue to indirectly infringe at least one
27 claim of the '148 patent by contributing to the direct infringement by others, in violation of 35
28 U.S.C. § 271(c).

89. TEC will continue to directly and/or indirectly infringe the '148 patent unless enjoined by this Court.

90. Corning Wireless has suffered and will continue to suffer monetary damages as a result of TEC's infringing activities.

91. Corning Wireless has suffered and will continue to suffer irreparable harm as a result of TEC's infringing activities.

92. TEC's infringements of the '148 patent have been with actual knowledge of the '148 patent and, thus, have been willful.

93. Corning Wireless is entitled to damages for the Defendants' direct and/or indirect infringements, including, but not limited to, all damages available at law and equity, including damages pursuant to 35 U.S.C. §§ 284 and 285.

94. Corning Wireless is entitled to all remedies at law and equity, including, but not limited to, an injunction pursuant to 35 U.S.C. § 283.

JURY DEMAND

95. Corning Wireless requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Corning Wireless prays that this Court grant the following relief:

A. Enter judgment in favor of Corning Wireless and against the Defendants on all claims, counterclaims, and defenses at issue in this dispute, and hold that the Defendants have directly and/or indirectly infringed the '837 patent and/or the '148 patent;

B. Preliminarily and permanently enjoin the Defendants and their officers, agents, servants, employees, and attorneys, and those in active concert or participation with them who receive actual notice of the Order (“their Affiliates”) from manufacturing, using, offering for sale, selling and/or importing devices which infringe the ’837 patent and the ’148 patent and from contributing to or inducing infringement of the ’837 patent and the ’148 patent;

C. Award Corning Wireless monetary damages adequate to compensate it for the Defendants' infringements of the '837 patent and/or the '148 patent, direct or indirect, consistent with 35 U.S.C. § 284 and to the fullest extent allowed by law;

1 D. Declare this case exceptional and award up to and including treble the amount of
2 damages, together with fees, costs, and prejudgment interest;

3 E. Award Corning Wireless its costs and expenses of this suit, including reasonable
4 attorneys' and expert fees, pursuant to 35 U.S.C. § 285; and

5 F. Award Corning Wireless all other just and proper relief.

6
7 Dated: August 31, 2015

RACHEL KREVANS
NATHAN B. SABRI
MORRISON & FOERSTER LLP

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10 By: /s/ Rachel Krevans

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