

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

KONINKLIJKE KPN N.V., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ONEPLUS TECHNOLOGY (SHENZEN) CO., )  
 LTD., BBK ELECTRONICS CORPORATION, )  
 LTD, OPPO ELECTRONICS CORP., and VIVO )  
 COMMUNICATION TECHNOLOGY CO. LTD., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

C.A. No. 17-cv-89-LPS-CJB

**JURY TRIAL DEMANDED**

**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

This is an action for patent infringement in which Plaintiff Koninklijke KPN N.V. (“KPN” or “Plaintiff”) makes the following allegations against OnePlus Technology (Shenzen) Co., Ltd. (“OnePlus”), BBK Electronics Corporation, Ltd. (“BBK”), Oppo Electronics Corp. (“Oppo”), and Vivo Communication Technology Co. Ltd. (“Vivo”) (collectively “Defendants”):

**BACKGROUND**

1. KPN’s extensive research and development efforts have led to hundreds of issued patents in the United States and across the world. These patents have been licensed by leading global telecommunications companies, including many of Defendants’ mobile technology competitors.
2. Plaintiff has made its patents available for license on an individual basis through bilateral negotiations and, at the licensor’s option, collectively through joint licensing or patent pool licensing arrangements.
3. Prior to filing suit in this action, Plaintiff provided Defendants with notice of the patent at issue and engaged in lengthy negotiations with Defendants to try to resolve this dispute.

4. Despite these efforts, Defendants refused to license the patent described herein on reasonable terms. Plaintiff therefore files this suit seeking the Court's protection of its valuable intellectual property rights.

### **PARTIES**

5. Plaintiff KPN is a telecommunications (including fixed, mobile, television and internet) and ICT solution provider headquartered at Maanplein 55, NL-2516 CK, The Hague, The Netherlands.

6. On information and belief, Defendant BBK Electronics Corporation, Ltd., is a corporation organized under the laws of China, having a principal place of business at No. 126, BBK Plaza, Wusha, Dongguan, 523850, China. BBK can be served with process pursuant to the Delaware Long Arm Statute, 10 Del. C. § 3104.

7. On information and belief, Defendant Vivo Communication Technology Co. Ltd. is a corporation organized under the laws of China, having a principal place of business at No. 255, BBK Road, Wusha, Chang'an Town Dongguan 523860, China. Vivo can be served with process pursuant to the Delaware Long Arm Statute, 10 Del. C. § 3104. On information and belief, Vivo is a wholly-owned subsidiary of BBK.

8. On information and belief, Defendant Oppo Electronics Corp. is a corporation organized under the laws of the United Kingdom, having a principal place of business at No. 126, BBK Plaza, Wusha, Dongguan, 523850, China. Oppo can be served with process pursuant to the Delaware Long Arm Statute, 10 Del. C. § 3104. On information and belief, Oppo is a subsidiary of BBK.

9. On information and belief, Defendant OnePlus is a corporation organized under the laws of China, having a principal place of business at 18F Tairan Building, Block C, Tairan

8<sup>th</sup> Road, Chegongmiao, Futian District, Shenzhen, Guangdong 518040, China. OnePlus can be served with process pursuant to the Delaware Long Arm Statute, 10 Del. C. § 3104. On information and belief, OnePlus is a subsidiary of Oppo.

10. On information and belief, BBK operates through its identified subsidiaries, which it controls and which act as its agents. In addition, Oppo directs and controls OnePlus, which acts as its agent. As such Defendants jointly and collectively have acted to commit the infringing acts identified herein.

### **JURISDICTION AND VENUE**

11. This action arises under the patent laws of the United States, Title 35 of the United States Code.

12. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. This Court has personal jurisdiction over Defendants because, directly or through intermediaries, each committed acts giving rise to this action within the State of Delaware or directed at the State of Delaware. In addition, each has established sufficient minimum contacts with Delaware such that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice.

14. For example, Defendants placed infringing products into the stream of commerce via an established distribution channel with the knowledge and/or understanding that such products would be sold in the State of Delaware, including in this District.

15. On information and belief, each Defendant also has derived substantial revenues from its infringing acts directed at the State of Delaware and this District, including from the sale and use of infringing devices in the United States.

16. In addition, each Defendant knowingly induced infringement by others within this District by advertising, marketing, offering for sale, and/or selling devices containing infringing functionality within this District to consumers, customers, manufacturers, distributors, resellers, partners, and/or end users, and by providing instructions, user manuals, advertising, and/or marketing materials which facilitate, direct, or encourage the use of infringing functionality with knowledge thereof.

17. Venue is proper under 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400.

### **THE ASSERTED PATENT**

18. This lawsuit asserts causes of action for infringement of United States Patent No. 6,212,662 (“’662 patent”).

19. The ’662 patent previously was the subject of litigation captioned *Koninklijke KPN N.V., v. Samsung Electronics Co., Ltd.*, Civil Action Nos. 2:14-cv-1165 and 2:15-cv-948 (E.D. Tex.). On September 21, 2016, the parties filed a “Joint Stipulation to Dismiss” that lawsuit.

20. On July 8, 2016, the United States Patent and Trademark Office, Patent Trial and Appeal Board (“PTAB”) largely declined to institute *inter partes* review of the ’662 patent—finding “no reasonable likelihood” that any of the invalidity contentions directed at claims 3 and 4 of the ’662 patent had merit.

21. Defendants have been on notice of the ’662 patent, have been invited to take a license to the ’662 patent, and have declined to license the ’662 patent.

22. OnePlus received notice of the ’662 patent at least as early as July 10, 2015, when Nick Webb, Managing Director of Sisvel UK Limited, sent a letter to the Legal Division of OnePlus, informing OnePlus that its Long-Term Evolution radio platform (“LTE,” also

commonly referred to as “4G” and/or “4G LTE” and/or “LTE-Advanced”) devices and technology infringed the ’662 patent. This letter also identified a non-exhaustive list of infringing products, including the OnePlus One smartphone. The letter further provided licensing information for the patent pool, including the ’662 patent.

23. On August 5, 2015, Bingo Hu, of OnePlus, replied to Sisvel UK Limited regarding the notice letter sent about the LTE patent pool license.

24. OnePlus received additional notice of the ’662 patent and its infringement by way of an on August 25, 2015 email sent by Francis Kwan, Deputy Licensing Manager of Sisvel Hong Kong Ltd. to Bingo Hu, of OnePlus. Mr. Kwan’s email reiterated the points of Mr. Webb’s July 10, 2015 letter to OnePlus.

25. Mr. Kwan followed up again with Mr. Hu to request feedback as to whether OnePlus would be entering into a license regarding the patent pool, including the ’662 patent.

26. OnePlus received further notice of the ’662 patent and its infringement of it at least by way of a November 4, 2015 letter KPN sent to Zuoho Liu, CEO of OnePlus, describing KPN’s patent portfolio. In that letter, KPN identified the ’662 patent and informed OnePlus that its LTE and UMTS (also commonly referred to as “3G” and/or “W-CDMA”) devices and technology infringed the ’662 patent—also providing OnePlus a non-exhaustive list of such infringing products. In addition, KPN provided OnePlus a copy of the ’662 patent and claim charts demonstrating how OnePlus’s LTE and UMTS products infringed the ’662 patent. Moreover, in the same letter, KPN informed OnePlus that the ’662 patent had been recognized by others as essential to LTE and UMTS 3GPP standards that govern the generation of data for error checking in LTE and UMTS data networks.

27. Similarly, Oppo Electronics Corp. received notice of the '662 patent and its infringement of it at least by way of a November 4, 2015 letter sent to Mingyong Chan, CEO of Oppo Electronics Corp., describing KPN's patent portfolio. In that letter, KPN identified the '662 patent and enclosed claim charts describing how Oppo's LTE and UMTS devices infringed the '662 patent. In the same letter, KPN also identified exemplary infringing Oppo smartphones products and invited it to obtain a license to the '662 patent.

28. Moreover, in the same letter, KPN informed Oppo Electronics Corp that the '662 patent had been recognized as essential to various standards, including at least the LTE and UMTS standards, which governs the generation of data for error checking and must be complied with to be interoperable with standard LTE and UMTS data networks.

29. Similarly, Vivo received notice of the '662 patent and its respective of it at least by way of a November 4, 2015 letter sent to Weishen, CEO of Vivo Communication Technology Co. Ltd., describing KPN's patent portfolio. In the letter, KPN identified the '662 patent and enclosed claim charts describing how Vivo's LTE and UMTS devices infringed the '662 patent. In the same meeting, KPN identified exemplary infringing Vivo smartphones products and invited it to obtain a license to the '662 patent.

30. Moreover, in the same letter, KPN informed Vivo that the '662 patent had been recognized as essential to various standards, including at least the LTE and UMTS standards, which governs the generation of data for error checking and must be complied with to be interoperable with standard LTE and UMTS data networks.

31. On information and belief, due to the interrelated nature of each Defendant's operations and their joint and collective efforts to manufacture and distribute smartphone and

other telecommunications products, each Defendant knew or was informed of the substance of each letter identified above in paragraphs 22-30 at or around the time of its receipt.

**COUNT 1**  
**INFRINGEMENT OF U.S. PATENT NO. 6,212,662**

32. Plaintiff repeats and incorporates by reference each preceding paragraph as if fully set forth herein and further state:

33. On April 3, 2001, the U.S. Patent and Trademark Office duly and legally issued U.S. Patent No. 6,212,662, which is entitled, “Method and Devices for the Transmission of Data With the Transmission Error Checking.” A true and correct copy of the ’662 patent is attached as Exhibit A.

34. Since it issued, KPN has been the owner by assignment of the ’662 patent and held all rights, title and interest to the ’662 patent, including the sole right to sue and recover for any and all infringements.

35. The devices claimed in the ’662 patent have proved to be of great importance to the field of error detection and correction.

36. For example, in 2011, Sisvel International, which manages the LTE/LTE-A patent pool, recognized claims 1-3 of the ’662 patent to be essential to §§ 5, 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.3.2, 5.1.3.2.1, and 5.1.3.2.3, including Figure 5.1.3-2, Tables 5.1.3-1 and 5.1.3-3, of the 3GPP TS 36.212 LTE communications standard. Shortly thereafter, the International Patent Evaluation Committee recognized claims 1-4 of the ’662 patent to be essential to §§ 1, 4.1, 4.2.2.2, 4.2.3, 4.2.3.2.1, 4.2.3.2.3, 4.2.3.2.3.1, and 4.2.3.2.3.2, including Figure 4 and Tables 1 and 2, of the 3GPP TS 25.212 standard for UMTS (W-CDMA) communications.

37. The '662 patent also has been treated as essential by both Sisvel International, which managed the cdma2000 patent pool, and Sipro Lab Telecom, Inc., which managed a pool of telecommunications patents essential to the W-CDMA 3GPP standard.

38. At least by November 4, 2015, KPN told OnePlus Technology (Shenzen) Co., Ltd. and Oppo Electronics Corp. that the '662 patent had been recognized as essential to the standard for LTE communications.

39. Consistent with this recognition of its importance to the field of error detection and correction, the '662 patent has been licensed extensively by many of Defendants' mobile technology competitors.

40. The '662 patent also has been the subject of prior litigation, including in *Koninklijke KPN N.V. v. Samsung Electronics Co., Ltd.*, Civil Action No. 2:14-cv-1165 (E.D. Tex.), in which the Court construed terms expected to be at issue in this matter. Plaintiffs rely on those constructions herein in support of their allegations.

41. Further, in the course of that prior litigation, Samsung Electronics Co., Ltd., et al., ("Samsung") filed a request for *inter partes* review—arguing claims 1-4 of the '662 patent were anticipated and/or obvious in light of multiple prior art references. After thorough consideration, the Patent Trial and Appeals Board ("PTAB") declined to institute *inter partes* review as to claims 3 and 4 of the '662 patent on any ground—concluding on the lengthy record before it that no "reasonable likelihood" existed that claims 3 and 4 were invalid. Regarding claims 1 and 2, the PTAB concluded that no "reasonable likelihood" existed that the claims were anticipated.

42. Samsung filed a Petition for Rehearing of the PTAB's decision. The PTAB subsequently issued another lengthy decision denying the request.

43. Defendants have directly infringed the '662 patent in violation 35 U.S.C. § 271(a) by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, without authorization, products that practice claims 1-4 of the '662 patent literally or under the doctrine of equivalents (hereafter "'662 Accused Products"). At a minimum, such '662 Accused Products include all Defendants smartphones and other mobile telecommunication devices configured to send or receive data over an LTE, UMTS, or cdma2000 data network making use of or incorporating error checking technology as described in Ex. A. This includes products like the OnePlus One, including at least model number A0001 (hereafter "OnePlus One"), and the Vivo Y51, which, on information and belief, are configured to transmit data on LTE, and UMTS data networks, and the Oppo R9, which, on information and belief, is configured to transmit data on LTE, UMTS, and cdma2000 data networks.

44. As detailed in paragraphs 45-49 below, the OnePlus One, Vivo Y51, and Oppo R9 are LTE, UMTS, and—in the case of the Oppo R9—cdma2000 compatible devices that meet every element of claims 1-4 of the '662 patent literally or under the doctrine of equivalents.<sup>1</sup> Further, the identified components and functionality of the OnePlus One, Vivo Y51, and Oppo R9 are representative of the components and functionality present in all '662 Accused Products, including but not limited to the OnePlus OnePlusX, OnePlus3, OnePlus2, OnePlusOne; the Vivo Y51, V3Max, and Y21L; and the Oppo R9, Oppo R7s Plus, Oppo R7 Lite, Oppo Neo 7, Oppo Neo 5, Oppo Neo 5s, Oppo A31, Oppo R7, Oppo Find 7, and Oppo Find 7a.

45. Claim 1 of the '662 patent is illustrative of the device claims of the '662 patent. It claims a device configured to generate supplementary data for use in checking for errors,

---

<sup>1</sup> This description of Defendants' infringement of the '662 patent is illustrative and not intended to be an exhaustive or limiting explanation of every manner in which each '662 Accused Product infringes the '662 patent.

including in transmitted data, from data provided in blocks comprised of plural bits received in a particular ordered sequence. The device includes at least one varying device configured to vary this original data, including through its incorporation of an interleaver or other permutating device configured to reorder at least some of the bits of the original data input to it without reordering any of the blocks of original data it receives, prior to supplying it that now varied data to at least one generating device. The device further includes at least one generating device configured to generate supplementary data (check data) from the data it receives from the at least one permutating device.

46. The OnePlus One, Vivo Y51, and Oppo R9 are devices configured to operate on data provided in the form of blocks comprised of plural bits in a particular ordered sequence that can be used to generate data for error checking. The OnePlus One, Vivo Y51, and Oppo R9 also are devices configured to use such data to check for errors in such transmitted data. Further, the OnePlus One, Vivo Y51, and Oppo R9 include a varying device configured to vary the original data it receives, including through its incorporation of an interleaver configured to reorder the bit position of at least some of the bits of the original data provided to it without reordering any of the blocks of that original data, prior to supplying that now varied data to at least one generating device. Further, the OnePlus One, Vivo Y51, and Oppo R9 further include at least one device configured to generate supplementary data for use in error checking (i.e., check data), including through its use of an encoder.

47. Further, the OnePlus One, Vivo Y51, and Oppo R9 include at least one varying device, including, for example, an interleaver, configured to change from time to time the manner in which it reorders at least some of the data bits it receives as disclosed in claim 2 of the '662 patent.

48. The OnePlus One, Vivo Y51, and Oppo R9 further include at least one varying device, including, for example, an interleaver, configured to change the manner in which it reorders at least some of the bits it receives based on the characteristics of at least some of the bits it receives as disclosed in claim 3 of the '662 patent.

49. The OnePlus One, Vivo Y51, and Oppo R9 further include at least one permutating device, including, for example, an interleaver, that includes or makes use of data storage in which subsequent re-orderings of the members of the given set are stored as disclosed in claim 4 of the '662 patent.

50. OnePlus Technology (Shenzen) Co., Ltd. therefore directly infringed each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, prior to the expiration of the '662 patent and without authorization, '662 Accused Products like the OnePlus One.

51. On information and belief, OnePlus operates under the direction and control of at least BBK and Oppo, each of which therefore also directly infringed each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, prior to the expiration of the '662 patent and without authorization, '662 Accused Products like the OnePlus One.

52. Oppo also directly infringed each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, prior to the expiration of the '662 patent and without authorization, '662 Accused Products like the Oppo R9.

53. Vivo also directly infringed each element of claims 1-4 of the '662 patent by selling and offering to sell in the United States, and by importing into the United States, prior to

the expiration of the '662 patent and without authorization, '662 Accused Products like the Vivo Y51.

54. In addition, each Defendant indirectly infringed the '662 patent in violation 35 U.S.C. § 271(b) by taking active steps to encourage and facilitate direct infringement by third parties, including OEMs, partners, service providers, manufacturers, importers, resellers, customers, and/or end users, in this District and elsewhere in the United States, through the dissemination of the '662 Accused Products and the creation and dissemination of promotional and marketing materials, supporting materials, instructions, product manuals, and/or technical information relating to such products prior to the expiration of the '662 patent with knowledge and the specific intent that its efforts will result in the direct infringement of the '662 patent.

55. For example, OnePlus took active steps to encourage end users of the OnePlus One to use the product in the United States in a manner it knew would directly infringe each element of claims 1-4 of the '662 patent as described above in paragraphs 45-49, including by encouraging users to utilize the OnePlus One to transmit data over LTE data networks despite knowing of the '662 patent and the fact that such data transmissions will cause an end user to use the OnePlus One in a manner that infringes the '662 patent.

56. Such active steps included, for example, advertising and marketing the OnePlus One as a smartphone capable of transmitting data on an LTE data network and instructing OnePlus One users how to utilize the OnePlus One to transmit data on such data networks in the written manuals it has provided, and continues to provide, despite its knowledge of the '662 patent and the fact that such data transmissions cause OnePlus One users to directly infringe the '662 patent. *See, e.g.*, <https://s3.amazonaws.com/oneplussupport/OnePlus-One-Quick-Start.pdf> (instructing users at pages 2, 8, and 10 how to connect to an LTE network and transmit data over

such networks). OnePlus thus actively induced the direct infringement of the '662 patent by end users by, among other things, publishing OnePlus One manuals and promotional literature describing and instructing the configuration and operation by its customers of the OnePlus One in an infringing manner and by offering support and technical assistance to its customers that encourage use of the OnePlus One in ways that directly infringe claims 1-4 of the '662 patent.

57. Further, OnePlus undertook such active steps despite receiving notice from KPN of the '662 patent at least by July 10, 2015, and also having been provided claim charts by November 4, 2015, showing how such use by end users infringed the '662 patent.

58. In addition, on information and belief, OnePlus operates under the direction and control of at least BBK and Oppo and each participated OnePlus's active steps to encourage end users to use the OnePlus One in the United States in a manner each knew would directly infringe each element of claims 1-4 of the '662 patent as described above in paragraphs 45-49 prior to the expiration of the '662 patent, including by encouraging users to utilize the OnePlus One to transmit data over LTE data networks despite knowing that such data transmissions will cause an end user to use the OnePlus One in a manner that infringes the '662 patent.

59. Further, BBK and Oppo participated in the undertaking of such active steps despite having notice of the '662 patent at least by July 10, 2015, and also having been provided claim charts by November 4, 2015, showing how such use by end users would infringe the '662 patent.

60. In addition, Vivo has taken active steps to encourage end users of the Vivo Y51 to use the product in the United States in a manner it knew would directly infringe each element of claims 1-4 of the '662 patent as described above in paragraphs 45-49 prior to the expiration of the '662 patent, including by encouraging users to utilize the Vivo Y51 to transmit data over

LTE data networks despite knowing of the '662 patent and the fact that such data transmissions will cause an end user to use the Vivo Y51 in a manner that infringes the '662 patent.

61. Such active steps included, for example, advertising and marketing the Vivo Y51 as a smartphone capable of transmitting data on an LTE data network and instructing Vivo Y51 users how to utilize the Vivo Y51 to transmit data on such data networks in the written manuals it has provided, and continues to provide, despite its knowledge of the '662 patent and the fact that such data transmissions cause Vivo Y51 users to directly infringe the '662 patent. *See, e.g.*, <https://www.vivoglobal.com/manual/6> (instructing users how to connect to an LTE network and transmit data over such networks). In short, Vivo actively induced the direct infringement of the '662 patent by its end users by, among other things, publishing Vivo Y51 manuals and promotional literature describing and instructing the configuration and operation by its customers of the Vivo Y51 in an infringing manner and by offering support and technical assistance to its customers that encourage use of the Vivo Y51 in ways that directly infringe claims 1-4 of the '662 patent.

62. Further, Vivo undertook such active steps despite receiving notice from KPN of the '662 patent at least by July 10, 2015, and also having been provided claim charts by November 4, 2015, and also having been provided claim charts by that same date showing how such use by end users infringed the '662 patent.

63. In addition, each Defendant indirectly infringed the '662 patent in violation 35 U.S.C. § 271(c) by selling or offering to sell in the United States, or importing into the United States, prior to the expiration of the '662 patent the '662 Accused Products with knowledge that they are especially designed or adapted to operate in a manner that infringes the '662 patent and

despite the fact that the infringing technology or aspects of each '662 Accused Products are not a staple article of commerce suitable for substantial non-infringing use.

64. For example, each Defendant knew at least by July 10, 2015, and no later than November 4, 2015, that the functionality included in the '662 Accused Products that enabled each to perform error checking in accordance with the 3GPP TS 36.212 standard for LTE communications and the 3GPP TS 25.212 standard for UMTS (W-CDMA) communications infringes the '662 patent. Further, on information and belief, Defendants knew that the '662 Accused Products, including the OnePlus One, Vivo Y51, and Oppo R9 were designed to ensure that they would be interoperable with standard LTE and UMTS data networks, which KPN had shown required them to operate in a manner that would infringe the '662 patent.

65. Further, on information and belief, the infringing aspects of the '662 Accused Products can only be used in a manner that infringes the '662 patent and thus have no substantial non-infringing uses. For example, the OnePlus One, Vivo Y51, and Oppo R9 each include the devices described above at paragraphs 45-49 specifically so that each can generate check data in accordance with the invention claimed in the '662 patent in order to be interoperable with standard LTE and UMTS data networks. The infringing aspects of these products otherwise have meaningful use, let alone any meaningful non-infringing use.

66. In addition, Defendants' infringement of the '662 patent was willful. At least by November 4, 2015, Defendants each had received not just notice of the '662 patent, but detailed claim charts demonstrating how and why '662 Accused Products infringe the '662 patent. Nevertheless, without authorization, Defendants deliberately continued to infringe the '662 patent in the manners described above, including by, on information and belief, selling and offering to sell in the United States, and importing into the United States, '662 Accused Products

like the OnePlus One, Vivo Y51, and Oppo R9 in order to market such products as capable of utilizing LTE, UMTS, and—in the case of the Oppo R9—cdma2000 data networks to promote the sale of those products.

67. Defendants' acts of infringement have caused damage to KPN, and KPN is entitled to recover from Defendants the damages it has sustained as a result of Defendants' wrongful acts in an amount subject to proof at trial.

**DEMAND FOR JURY TRIAL**

68. Plaintiffs hereby demand a jury trial for all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment as follows:

A. Declaring that Defendants have infringed the '662 patent, contributed to infringement of the '662 patent, and induced infringement of the the '662 patent;

B. Awarding damages to Plaintiffs arising out of this infringement of the '662 patent, including enhanced damages pursuant to 35 U.S.C. § 284 and prejudgment and post-judgment interest, in an amount according to proof;

C. Awarding attorneys' fees to Plaintiffs pursuant to 35 U.S.C. § 285 or as otherwise permitted by law;

D. Awarding such other costs and further relief as the Court may deem just and proper.

Date: September 20, 2017

Respectfully submitted,

FARNAN LLP

/s/ Brian E. Farnan

Joseph J. Farnan, Jr. (Bar No. 100245)

Brian E. Farnan (Bar No. 4089)

Michael J. Farnan (Bar No. 5165)

919 N. Market St., 12th Floor

Wilmington, DE 19801

Tel: (302) 777-0300

Fax: (302) 777-0301

farnan@farnanlaw.com

bfarnan@farnanlaw.com

mfarnan@farnanlaw.com

Of Counsel:

Lexie G. White

Texas State Bar No. 24048876

lwhite@susmangodfrey.com

Jeffrey S. David

Texas State Bar No. 24053171

jdavid@susmangodfrey.com

SUSMAN GODFREY L.L.P.

1000 Louisiana Street, Suite 5100

Houston, Texas 77002

Telephone: (713) 651-9366

Facsimile: (713) 654-6666

Andres C. Healy

Washington State Bar No. 45578

ahealy@susmangodfrey.com

SUSMAN GODFREY L.L.P.

1201 Third Avenue Suite 3800

Seattle, WA 98101-3000

Telephone: (206) 505-3843

Facsimile: (206) 516-3883

Attorneys for Plaintiff