

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

<p>Optima Direct, LLC, Plaintiff, v. Broadcom Incorporated, Defendant.</p>	<p>Case No. 2:19-cv-00381 Patent Case Jury Trial Demanded</p>
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FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Optima Direct, LLC ("Optima"), through its attorneys, complains of Broadcom Incorporated ("Broadcom"), and alleges the following:

PARTIES

1. Plaintiff Optima Direct, LLC is a corporation organized and existing under the laws of Wyoming that maintains its principal place of business at 30 N. Gould St. STE R, Sheridan, WY 82801.

2. Defendant Broadcom Incorporated is a corporation organized and existing under the laws of Delaware that maintains its principal place of business in San Jose, CA. Broadcom also maintains a regional office in this District, located at 5465 Legacy Dr, Plano, TX 75024.

JURISDICTION

3. This is an action for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code.

4. This Court has exclusive subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Defendant because it has engaged in systematic and continuous business activities in this District. As described below, Defendant has committed acts of patent infringement giving rise to this action within this District.

VENUE

6. Venue is proper in this District under 28 U.S.C. § 1400(b) because Defendant has committed acts of patent infringement in this District, and has an established place of business in this District. In addition, Optima has suffered harm in this district.

PATENT-IN-SUIT

7. Optima is the assignee of all right, title and interest in United States Patent No. 6,963,971 (the "'971 Patent"); (the "Patent-in-Suit"); including all rights to enforce and prosecute actions for infringement and to collect damages for all relevant times against infringers of the Patent-in-Suit. Accordingly, Optima possesses the exclusive right and standing to prosecute the present action for infringement of the Patent-in-Suit by Defendant.

The '971 Patent

8. The '971 Patent is entitled "Method for authenticating electronic documents," and issued 11/8/2005. The application leading to the '971 Patent was filed on 12/18/1999. A true and correct copy of the '971 Patent is attached hereto as Exhibit 1 and incorporated herein by reference.

9. The '971 Patent is valid and enforceable.

COUNT 1: INFRINGEMENT OF THE '971 PATENT

10. Optima incorporates the above paragraphs herein by reference.

11. **Direct Infringement.** Defendant has been and continues to directly infringe one or more claims of the '971 Patent in at least this District by making, using, offering to sell, selling

and/or importing, without limitation, at least Broadcom's NortonLifeLock PGP Desktop (among the "Exemplary Broadcom Products") that infringe at least exemplary claims 32 of the '971 Patent (the "Exemplary '971 Patent Claims") literally or by the doctrine of equivalents. On information and belief, numerous other devices that infringe the claims of the '971 Patent have been made, used, sold, imported, and offered for sale by Defendant and/or its customers.

12. Defendant also has and continues to directly infringe, literally or under the doctrine of equivalents, the Exemplary '971 Patent Claims, by having its employees internally test and use these Exemplary Products.

13. The service of this Complaint upon Defendant constitutes actual knowledge of infringement as alleged here.

14. Despite such actual knowledge, Defendant continues to make, use, test, sell, offer for sale, market, and/or import into the United States, products that infringe the '971 Patent. On information and belief, Defendant has also continued to sell the Exemplary Broadcom Products and distribute product literature and website materials inducing end users and others to use its products in the customary and intended manner that infringes the '971 Patent. Thus, on information and belief, Defendant is contributing to and/or inducing the infringement of the '971 Patent.

15. **Induced Infringement.** Defendant actively, knowingly, and intentionally has been and continues to induce infringement of the '971 Patent, literally or by the doctrine of equivalents, by selling Exemplary Broadcom Products to their customers for use in end-user products in a manner that infringes one or more claims of the '971 Patent.

16. **Contributory Infringement.** Defendant actively, knowingly, and intentionally has been and continues materially contribute to their own customers' infringement of the '971

Patent, literally or by the doctrine of equivalents, by selling Exemplary Broadcom Products to their customers for use in end-user products in a manner that infringes one or more claims of the '971 Patent. Moreover, the Exemplary Broadcom Products are not a staple article of commerce suitable for substantial noninfringing use.

17. Exhibit 2 includes charts comparing the Exemplary '971 Patent Claims to the Exemplary Broadcom Products. As set forth in these charts, the Exemplary Broadcom Products practice the technology claimed by the '971 Patent. Accordingly, the Exemplary Broadcom Products incorporated in these charts satisfy all elements of the Exemplary '971 Patent Claims.

18. Optima therefore incorporates by reference in its allegations herein the claim charts of Exhibit 2.

19. Optima is entitled to recover damages adequate to compensate for Defendant's infringement.

JURY DEMAND

20. Under Rule 38(b) of the Federal Rules of Civil Procedure, Optima respectfully requests a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Optima respectfully requests the following relief:

- A. A judgment that the '971 Patent is valid and enforceable;
- B. A judgment that Defendant has infringed, contributorily infringed, and/or induced infringement of one or more claims of the '971 Patent;
- C. An accounting of all damages not presented at trial;
- D. A judgment that awards Optima all appropriate damages under 35 U.S.C. § 284 for Defendant's past infringement, and any continuing or future infringement of the

Patent-in-Suit, up until the date such judgment is entered, including pre- or post-judgment interest, costs, and disbursements as justified under 35 U.S.C. § 284 and, if necessary, to adequately compensate Optima for Defendant's infringement, an accounting:

- i. that this case be declared exceptional within the meaning of 35 U.S.C. § 285 and that Optima be awarded its reasonable attorneys' fees against Defendant that it incurs in prosecuting this action;
- ii. that Optima be awarded costs, and expenses that it incurs in prosecuting this action; and
- iii. that Optima be awarded such further relief at law or in equity as the Court deems just and proper.

Dated: December 17, 2019

Respectfully submitted,

/s/ Isaac Rabicoff
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**Counsel for Plaintiff
Optima Direct, LLC**