

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|------------------------------|---|---------------------------------|
| AGERE SYSTEMS INC., |) | |
| |) | |
| <i>Plaintiffs,</i> |) | |
| |) | |
| v. |) | Civil Action No. 03-3138 |
| |) | |
| BROADCOM CORPORATION, |) | HON. BERLE M. SCHILLER |
| |) | |
| <i>Defendant.</i> |) | JURY TRIAL DEMANDED |
| |) | |

FIRST AMENDED COMPLAINT

Plaintiff, Agere Systems Inc. (“Agere”), for its First Amended Complaint against defendant Broadcom Corporation (“Broadcom”), alleges as follows:

JURISDICTION AND VENUE

1. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. §1 et seq., alleging infringement of United States Patent Nos. 4,941,154; 5,329,551; 5,420,599; 6,011,432; 6,175,550; 6,563,786; 4,477,782; 4,990,802; 5,396,195; and 5,512,817. This action also seeks a declaration that Agere does not infringe any valid claim of United States Patent Nos. 5,940,771; 5,740,366; 6,424,194; 6,014,705; and 6,374,311.

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

3. This Court has personal jurisdiction over the defendant because Broadcom conducts business within this District and because Broadcom maintains an office in this District.

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

PARTIES

5. Agere is a Delaware corporation with its principal place of business at 1110 American Parkway N.E., Allentown, Pennsylvania 18109.

6. On information and belief, Broadcom is a California corporation with its principal place of business at 16215 Alton Parkway, Irvine, California 92619.

7. On information and belief, Broadcom designs, develops, and supplies products for the broadband communications market, including, products used in digital cable and satellite set-top boxes, cable and DSL modems, home and wireless networking, and cellular and terrestrial wireless communications.

THE PATENTS

8. U.S. Patent No. 4,941,154 (“the ‘154 patent”) entitled “Trellis Coding Method and Arrangement for Fractional Bit Rates,” duly and legally issued on July 10, 1990, to Lee-Fang Wei. A copy of the ‘154 patent is attached hereto as Exhibit A.

9. Agere is the assignee of the ‘154 patent, with the right to recover for all past and future infringement.

10. The ‘154 patent is valid and enforceable.

11. U.S. Patent No. 5,329,551 (“the ‘551 patent”) entitled “Overlapped Multilevel Codes,” duly and legally issued on July 12, 1994, to Lee-Fang Wei. A copy of the ‘551 patent is attached hereto as Exhibit B.

12. Agere is the assignee of the '551 patent, with the right to recover for all past and future infringement.

13. The '551 patent is valid and enforceable.

14. U.S. Patent No. 5,420,599 ("the '599 patent") entitled "Antenna Apparatus," duly and legally issued on May 30, 1995, to Nedim Erkocevic. A copy of the '599 patent is attached hereto as Exhibit C.

15. Agere is the assignee of the '599 patent, with the right to recover for all past and future infringement.

16. The '599 patent is valid and enforceable.

17. U.S. Patent No. 6,011,432 ("the '432 patent") entitled "Continuous Tuning of Switched Capacitor Circuits Using DC-Isolated Tuning Elements," duly and legally issued on January 4, 2000, to Roger A. Fratti and Douglas D. Lopata. A copy of the '432 patent is attached hereto as Exhibit D.

18. Agere is the assignee of the '432 patent, with the right to recover for all past and future infringement.

19. The '432 patent is valid and enforceable.

20. U.S. Patent No. 6,175,550 ("the '550 patent") entitled "Orthogonal Frequency Division Multiplexing System with Dynamically Scalable Operating Parameters and Method Thereof," duly and legally issued on January 16, 2001, to Richard D. J. van Nee. A copy of the '550 patent is attached hereto as Exhibit E.

21. Agere is the assignee of the '550 patent, with the right to recover for all past and future infringement.

22. The '550 patent is valid and enforceable.

23. U.S. Patent No. 6,563,786 ("the '786 patent") entitled "Orthogonal Frequency Division Multiplexing System with Selectable Rate," duly and legally issued on May 13, 2003, to Richard van Nee. A copy of the '786 patent is attached hereto as Exhibit F.

24. Agere is the assignee of the '786 patent, with the right to recover for all past and future infringement.

25. The '786 patent is valid and enforceable.

26. U.S. Patent No. 4,477,782 ("the '782 patent") entitled "Compound Current Mirror," duly and legally issued on October 16, 1984, to Eric J. Swanson. A copy of the '782 patent is attached hereto as Exhibit G.

27. Agere is the assignee of the '782 patent, with the right to recover for all past and future infringement.

28. The '782 patent is valid and enforceable.

29. U.S. Patent No. 4,990,802 ("the '802 patent") entitled "ESD Protection for Output Buffers," duly and legally issued on February 5, 1991, to Yehuda Smooha. A copy of the '802 patent is attached hereto as Exhibit H.

30. Agere is the assignee of the '802 patent, with the right to recover for all past and future infringement.

31. The '802 patent is valid and enforceable.

32. U.S. Patent No. 5,396,195 ("the '195 patent") entitled "Low-Power-Dissipation CMOS Oscillator Circuits," duly and legally issued on March 7, 1995, to Thaddeus J. Gabara. A copy of the '195 patent is attached hereto as Exhibit I.

33. Agere is the assignee of the '195 patent, with the right to recover for all past and future infringement.

34. The '195 patent is valid and enforceable.

35. U.S. Patent No. 5,512,817 ("the '817 patent") entitled "Bandgap Voltage Reference Generator," duly and legally issued on April 30, 1996, to Krishnaswamy Nagaraj. A copy of the '817 patent is attached hereto as Exhibit J.

36. Agere is the assignee of the '817 patent, with the right to recover for all past and future infringement.

37. The '817 patent is valid and enforceable.

38. Broadcom claims to be the owner of all right, title and interest in U.S. Patent No. 5,940,771 ("the '771 patent") entitled "Network Supporting Roaming, Sleeping Terminals." A copy of the '771 patent is attached hereto as Exhibit K.

39. Broadcom claims to be the owner of all right, title, and interest in U.S. Patent No. 5,740,366 ("the '366 patent") entitled "Communication Network Having a Plurality of Bridging Nodes Which Transmit a Beacon to Terminal Nodes in Power Saving State That It Has Messages Awaiting Delivery." A copy of the '366 patent is attached hereto as Exhibit L.

40. Broadcom claims to be the owner of all right, title, and interest in U.S. Patent No. 6,424,194 (“the ‘194 patent”) entitled “Current-Controlled CMOS Logic Family.” A copy of the ‘194 patent is attached hereto as Exhibit M.

41. Broadcom claims to be the owner of all right, title, and interest in U.S. Patent No. 6,014,705 (“the ‘705 patent”) entitled “Modular Portable Data Processing Terminal Having a Higher Layer and Lower Layer Partitioned Communication Protocol Stack for Use in a Radio Frequency Communications Network.” A copy of the ‘705 patent is attached hereto as Exhibit N.

42. Broadcom claims to be the owner of all right, title, and interest in U.S. Patent No. 6,374,311 (“the ‘311 patent”) entitled “Communication Network Having a Plurality of Bridging Nodes Which Transmit a Beacon to Terminal Nodes in Power Saving State That It Has Messages Awaiting Delivery.” A copy of the ‘311 patent is attached hereto as Exhibit O.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 4,941,154

43. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

44. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the ‘154 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the ‘154 patent.

45. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '154 patent.

46. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing such infringement and/or contributory infringement.

47. Upon information and belief, Broadcom's infringement of the '154 patent is willful and deliberate.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 5,329,551

48. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

49. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '551 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '551 patent.

50. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '551 patent.

51. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

52. Upon information and belief, Broadcom's infringement of the '551 patent is willful and deliberate.

COUNT III

INFRINGEMENT OF U.S. PATENT NO. 5,420,599

53. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

54. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '599 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '599 patent.

55. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '599 patent.

56. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

57. Upon information and belief, Broadcom's infringement of the '599 patent is willful and deliberate.

COUNT IV

INFRINGEMENT OF U.S. PATENT NO. 6,011,432

58. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

59. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '432 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '432 patent.

60. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '432 patent.

61. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

62. Upon information and belief, Broadcom's infringement of the '432 patent is willful and deliberate.

COUNT V

INFRINGEMENT OF U.S. PATENT NO. 6,175,550

63. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

64. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '550 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '550 patent.

65. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '550 patent.

66. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

67. Upon information and belief, Broadcom's infringement of the '550 patent is willful and deliberate.

COUNT VI

INFRINGEMENT OF U.S. PATENT NO. 6,563,786

68. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

69. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '786 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '786 patent.

70. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '786 patent.

71. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

72. Upon information and belief, Broadcom's infringement of the '786 patent is willful and deliberate.

**COUNT VII
INFRINGEMENT OF U.S. PATENT NO. 4,477,782**

73. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

74. Broadcom infringed, induced infringement and/or contributed to the infringement of the '782 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '782 patent.

75. Broadcom has caused Agere substantial damage and irreparable injury by virtue of its infringement, induced infringement and/or contributory infringement of the '782 patent.

76. Upon information and belief, Broadcom's infringement of the '782 patent was willful and deliberate.

COUNT VIII

INFRINGEMENT OF U.S. PATENT NO. 4,990,802

77. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

78. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '802 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '802 patent.

79. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '802 patent.

80. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

81. Upon information and belief, Broadcom's infringement of the '802 patent is willful and deliberate.

COUNT IX

INFRINGEMENT OF U.S. PATENT NO. 5,396,195

82. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

83. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '195 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '195 patent.

84. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '195 patent.

85. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

86. Upon information and belief, Broadcom's infringement of the '195 patent is willful and deliberate.

COUNT X

INFRINGEMENT OF U.S. PATENT NO. 5,512,817

87. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

88. Broadcom has infringed, and is currently infringing, inducing infringement and/or contributing to the infringement of the '817 patent, by among other things, making, using, selling, and/or offering to sell products that incorporate the inventions of the '817 patent.

89. Broadcom has caused and will continue to cause Agere substantial damage and irreparable injury by virtue of its continuing infringement, inducing infringement and/or contributory infringement of the '817 patent.

90. Agere will suffer further damage and irreparable injury unless and until Broadcom is enjoined by this Court from such continuing infringement, inducing infringement and/or contributory infringement.

91. Upon information and belief, Broadcom's infringement of the '817 patent is willful and deliberate.

COUNT XI

INVALIDITY AND NON-INFRINGEMENT OF U.S. PATENT NO. 5,940,771

92. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

93. On May 9, 2003, Broadcom filed a Complaint in the United States District Court for the Northern District of California against Agere, alleging that Agere is willfully infringing the '771 patent. On July 25, 2003, Broadcom filed a Counterclaim in the United States District Court for the Eastern District of Pennsylvania against Agere alleging that Agere is willfully infringing the '771 patent.

94. Agere does not infringe the '771 patent.

95. Agere believes that, after a reasonable opportunity for further investigation or discovery, it will be able to demonstrate that the '771 patent is invalid in view of the prior art, which predates the filing of the application of the '771 patent, and further in view of basic deficiencies in the '771 patent and in the manner in which the '771 patent was filed, prosecuted and/or examined in the U.S. Patent Office, that each asserted claim of the '771 patent is invalid

and void for failure to meet the requirements of the Patent Laws of the United States, including particularly one or more of 35 U.S.C. §§102, 103 and 112.

96. An actual controversy exists between Agere and Broadcom as to whether the '771 patent is invalid, unenforceable, and not infringed by Agere.

COUNT XII

INVALIDITY AND NON-INFRINGEMENT OF U.S. PATENT NO. 5,740,366

97. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

98. On May 9, 2003, Broadcom filed a Complaint in the United States District Court for the Northern District of California against Agere alleging that Agere is willfully infringing the '366 patent. On July 25, 2003, Broadcom filed a Counterclaim in the United States District Court for the Eastern District of Pennsylvania against Agere alleging that Agere is willfully infringing the '366 patent.

99. Agere does not infringe the '366 patent.

100. Agere believes that, after a reasonable opportunity for further investigation or discovery, it will be able to demonstrate that the '366 patent is invalid in view of the prior art, which predates the filing of the application of the '366 patent, and further in view of basic deficiencies in the '366 patent and in the manner in which the '366 patent was filed, prosecuted and/or examined in the U.S. Patent Office, that each asserted claim of the '366 patent is invalid and void for failure to meet the requirements of the Patent Laws of the United States, including particularly one or more of 35 U.S.C. §§102, 103 and 112.

101. An actual controversy exists between Agere and Broadcom as to whether the '366 patent is invalid, unenforceable, and not infringed by Agere.

COUNT XIII

INVALIDITY AND NON-INFRINGEMENT OF U.S. PATENT NO. 6,424,194

102. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

103. On May 9, 2003, Broadcom filed a Complaint in the United States District Court for the Northern District of California against Agere alleging that Agere is willfully infringing the '194 patent. On July 25, 2003, Broadcom filed a Counterclaim in the United States District Court for the Eastern District of Pennsylvania against Agere alleging that Agere is willfully infringing the '194 patent.

104. Agere does not infringe the '194 patent.

105. Agere believes that, after a reasonable opportunity for further investigation or discovery, it will be able to demonstrate that the '194 patent is invalid in view of the prior art, which predates the filing of the application of the '194 patent, and further in view of basic deficiencies in the '194 patent and in the manner in which the '194 patent was filed, prosecuted and/or examined in the U.S. Patent Office, that each asserted claim of the '194 patent is invalid and void for failure to meet the requirements of the Patent Laws of the United States, including particularly one or more of 35 U.S.C. §§102, 103 and 112.

106. An actual controversy exists between Agere and Broadcom as to whether the '194 patent is invalid, unenforceable, and not infringed by Agere.

COUNT XIV

INVALIDITY AND NON-INFRINGEMENT OF U.S. PATENT NO. 6,014,705

107. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

108. On May 9, 2003, Broadcom filed a Complaint in the United States District Court for the Northern District of California against Agere alleging that Agere is willfully infringing the '705 patent. On July 25, 2003, Broadcom filed a Counterclaim in the United States District Court for the Eastern District of Pennsylvania against Agere alleging that Agere is willfully infringing the '705 patent.

109. Agere does not infringe the '705 patent.

110. Agere believes that, after a reasonable opportunity for further investigation or discovery, it will be able to demonstrate that the '705 patent is invalid in view of the prior art, which predates the filing of the application of the '705 patent, and further in view of basic deficiencies in the '705 patent and in the manner in which the '705 patent was filed, prosecuted and/or examined in the U.S. Patent Office, that each asserted claim of the '705 patent is invalid and void for failure to meet the requirements of the Patent Laws of the United States, including particularly one or more of 35 U.S.C. §§102, 103 and 112.

111. An actual controversy exists between Agere and Broadcom as to whether the '705 patent is invalid, unenforceable, and not infringed by Agere.

COUNT XV

INVALIDITY AND NON-INFRINGEMENT OF U.S. PATENT NO. 6,374,311

112. Agere repeats and re-alleges the allegations in paragraphs 1-42 as though fully set forth herein.

113. On July 25, 2003, Broadcom filed a Counterclaim in the United States District Court for the Eastern District of Pennsylvania against Agere alleging that Agere is willfully infringing the '311 patent.

114. Agere does not infringe the '311 patent.

115. Agere believes that, after a reasonable opportunity for further investigation or discovery, it will be able to demonstrate that the '311 patent is invalid in view of the prior art, which predates the filing of the application of the '311 patent, and further in view of basic deficiencies in the '311 patent and in the manner in which the '311 patent was filed, prosecuted and/or examined in the U.S. Patent Office, that each asserted claim of the '311 patent is invalid and void for failure to meet the requirements of the Patent Laws of the United States, including particularly one or more of 35 U.S.C. §§102, 103 and 112.

116. An actual controversy exists between Agere and Broadcom as to whether the '311 patent is invalid, unenforceable, and not infringed by Agere.

COUNT XVI

EXCEPTIONAL CASE

117. Agere repeats and re-alleges the allegations in paragraphs 1-116 as though fully set forth herein.

118. Broadcom has committed acts and will continue to commit acts that make this case exceptional under 35 U.S.C. §285.

WHEREFORE, Agere prays for the entry of judgment as follows:

A. Declaring that Broadcom has infringed the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents;

B. Permanently enjoining and restraining Broadcom, its officers, directors, agents, servants, employees, licensees, successors, assigns, those in active concert and participation with them, and all persons acting on their behalf or within their control from:

1. Further acts of infringing the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents, including, but not limited to, making, using, selling, offering to sell, importing, exporting, advertising or otherwise using, contributing to the use of, or inducing the use of all products found to infringe the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents.

2. Transferring, moving, or otherwise disposing of all products found to infringe the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents.

C. Requiring Broadcom to:

1. Send a copy of any decision in this case in favor of Agere to each person or entity to whom Broadcom has sold, or otherwise distributed all products found to infringe the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents, and informing such persons or entities of the judgment and that the sale or solicited commercial transaction was wrongful.

2. Take all necessary steps within their power to recall and collect from all persons and entities any and all products found to infringe the '154, '551, '599, '432, '550, '786, '802, '817, '195, and '782 patents, that were made, sold, or otherwise distributed by Broadcom or anyone acting on their behalf.

3. File with the Court and serve upon Agere, within 30 days after entry of final judgment in this case, a report in writing and subscribed under oath setting forth in detail the form and manner in which Broadcom has complied with the Court's orders as prayed for.

D. Awarding Agere its patent infringement damages and pre-judgment interest pursuant to 35 U.S.C. § 284;

E. Awarding Agere treble damages for willful infringement pursuant to 35 U.S.C. § 284;

F. Declaring that the '771, '366, '194, '705, and '311 patents are invalid;

G. Declaring that Agere does not infringe the '771, '366, '194, '705, and '311 patents;

H. Declaring this case exceptional and awarding Agere its reasonable costs and attorneys fees pursuant to 35 U.S.C. § 285; and

I. Granting Agere such other and further relief as justice and equity may require.

JURY DEMAND

Agere requests a jury trial.

Dated: August 28, 2003

Respectfully Submitted,



Paul Kennedy
Vincent V. Carissimi
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799
(215) 981-4000

John M. Desmarais
KIRKLAND & ELLIS LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
(312) 446-4800

David K. Callahan
Christian Chadd Taylor
William E. Devitt
Michael P. Bregenzer
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, Illinois 60601
(312) 861-2000

Attorneys for Agere Systems Inc.

CERTIFICATE OF SERVICE

I, Vincent V. Carissimi, hereby certify that on this 28th day of August 2003,
copies of the foregoing PLAINTIFF'S FIRST AMENDED COMPLAINT was served on counsel
for Broadcom Corporation as listed below:

BY HAND DELIVERY

Wayne A. Graver
Lavin, Coleman, O'Neill, Ricci
Finarelli & Gray
510 Walnut Street, Suite 1000
Philadelphia, PA 19106

BY FEDERAL EXPRESS

Edward R. Reines
Weil, Gotshal & Manges, LLP
Silicon Valley Office
201 Redwood Shores Parkway
Redwood Shores, CA 94065



Vincent V. Carissimi