

caused infringement of the '591 patent. These acts of infringement occurred in Massachusetts as well as elsewhere within the United States.

4. On information and belief, ST-Ericsson, S.A. is a company incorporated in Geneva, Switzerland with its principal place of business at 1 Chemin du Champ-des-Filles 39, Case Postale 21, CH-1228 GENEVA, Plan-les-Ouates, Switzerland, and has been engaged in importing, marketing, offering to sell, and/or selling products that infringed and/or caused infringement of the '591 patent. These acts of infringement occurred in Massachusetts as well as elsewhere within the United States.

JURISDICTION AND VENUE

5. This action arises under the patent laws of the United States, 35 U.S.C. § 1 *et. seq.*

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

7. This Court has personal jurisdiction over Defendants because Defendants have established minimum contacts with Massachusetts. Defendants, directly and/or through third parties whom they have induced to perform infringing acts, have sold, offered for sale, and/or used products that infringe the '591 patent in Massachusetts. In addition, Defendants, directly, through their distribution networks and/or through their customers, regularly placed their products within the stream of commerce, with the knowledge and/or understanding that such products would be sold in Massachusetts. In light of the foregoing, Defendants have purposefully availed themselves of the benefits of the Commonwealth of Massachusetts and the exercise of jurisdiction over Defendants would not offend the traditional notions of fair play and substantial justice.

8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), 1391(c), and/or 1400(b).

**CLAIM FOR RELIEF
DEFENDANTS' INFRINGEMENT OF U.S. PATENT NO. 5,153,591**

9. On October 6, 1992, the '591 patent, entitled "Method and Apparatus for Encoding, Decoding and Transmitting Data in Compressed Form," was duly and legally issued by the United States Patent & Trademark Office. The '591 patent remained valid and enforceable in relation to acts of infringement that occurred prior to its expiration. A true and correct copy of the '591 patent is attached hereto as Exhibit A.

10. At all times relevant to this action, BT has been the lawful owner of the '591 patent.

11. On information and belief, Silicon Laboratories, Inc. ("Silicon Labs"), through its Cellular Communications Business, had made, used, offered to sell, sold, and/or imported products that practiced inventions claimed by the '591 patent, including, without limitation, the AeroFONE single-chip GSM/GPRS chipsets and accompanying software, until NXP Semiconductors USA, Inc. and/or NXP B.V. (collectively, "NXP") acquired Silicon Labs' Cellular Communications Business in February of 2007.

12. On information and belief, NXP had subsequently made, used, offered to sell, sold, and/or imported products that practiced inventions claimed by the '591 patent, including, without limitation, the acquired AeroFONE single-chip GSM/GPRS chipsets and accompanying software, until STMicroelectronics N.V. acquired 80 per cent of NXP's wireless chip businesses in April of 2008, the result of which was the formation of ST-NXP Wireless (Holdings) AG ("ST-NXP"). On information and believe, STMicroelectronics N.V. subsequently acquired the remaining 20 per cent of NXP's wireless chip businesses in February of 2009 and entered into a

joint venture with Ericsson Mobile Platforms AG, the result of which was the formation of ST-Ericsson, S.A. On information and belief, ST-NXP has continued its operations as part of ST-Ericsson, S.A., and ST-Ericsson, S.A. is a 50/50 joint venture between STMicroelectronics N.V. and Telefonaktiebolaget L. M. Ericsson, which is popularly known as Ericsson and was Ericsson Mobile Platforms AG's parent company.

13. On information and belief, ST-Ericsson, S.A. has infringed the '591 patent under 35 U.S.C. § 271 *et. seq.* by, without limitation, making, using, offering to sell, selling, and/or importing products that practiced inventions claimed by the '591 patent, inducing others to infringe, and/or committing acts of contributory infringement. Such products have included, without limitation, the AeroFONE single-chip GSM/GPRS chipsets and accompanying software that were acquired by ST-NXP, which was ST-Ericsson, S.A.'s predecessor, from NXP, and those other hardware and/or software products and components of ST-Ericsson, S.A. and its predecessor, including chips, chipsets, firmware, and/or software, that enable compression and decompression of data to be transmitted over wireless and/or wireline networks employing and/or using methods claimed by the '591 patent, including, but not limited to, data compression and decompression methods in accordance with the ITU-T V.42bis Recommendation (the "Infringing Products").

14. On information and belief, ST-Ericsson, Inc., like ST-Ericsson, S.A., has infringed the '591 patent under 35 U.S.C. § 271 *et. seq.* by, without limitation, making, using, offering to sell, selling, and/or importing products that practiced inventions claimed by the '591 patent, inducing others to infringe, and/or committing acts of contributory infringement. Such products have included, without limitation, the AeroFONE single-chip GSM/GPRS chipsets and accompanying software that were acquired by ST-NXP, which was ST-Ericsson, S.A.'s

predecessor, from NXP, and those other hardware and/or software products and components of ST-Ericsson, Inc., including chips, chipsets, firmware, and/or software, that enable compression and decompression of data to be transmitted over wireless and/or wireline networks employing and/or using methods claimed by the '591 patent, including, but not limited to, data compression and decompression methods in accordance with the ITU-T V.42bis Recommendation (the "Infringing Products").

15. Defendants have been placed on notice of the '591 patent and their infringement thereof, directly or indirectly through their parent and/or subsidiary companies, by BT.

16. On information and belief, notwithstanding the fact that BT had placed Defendants on actual notice of its infringement of the '591 patent, Defendants nonetheless continued to conduct its infringing activities itself and/or through joint venture activities for which it is responsible willfully and wantonly throughout the remaining life of the '591 patent.

17. BT has incurred damages as a result of Defendants' willful infringement of the '591 patent.

REQUEST FOR RELIEF

WHEREFORE, BT respectfully requests that this Court:

(a) enter judgment that Defendants infringed one or more claims of the '591 patent directly and/or by inducing or contributing to infringement by others;

(b) award BT all relief available under the patent laws of the United States based on Defendants' infringement, including, but not limited to, monetary damages and prejudgment interest;

(c) enter judgment that Defendants' acts of infringement have been willful and award BT enhanced damages under 35 U.S.C. § 284;

(d) determine that this case is exceptional under 35 U.S.C. § 285 and award BT its attorneys' fees and costs of suit; and

(e) provide BT such additional and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

BT demands a trial by jury on all issues so triable.

DATED: August 23, 2010

Respectfully Submitted,

/s/ Mark W. Batten

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Certificate of Service

I, Mark Batten, hereby certify that on this 23rd day of August, 2010, I served the forgoing **Plaintiff's Second Amended Complaint and Demand for Jury Trial** on Defendant ST-Ericsson, Inc., by International FedEx postage prepaid to the following:

Ms. Lotta Westerlund
General Counsel
ST-Ericsson
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Case Postale 21
CH-1228 GENEVA, Plan-les-Ouates
Switzerland

/s/ Mark W. Batten

Mark W. Batten