

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

SYMBOL TECHNOLOGIES, INC., WIRELESS)
VALLEY COMMUNICATIONS, INC.,)
AIRDEFENSE, INC., and MOTOROLA, INC.,)

Plaintiffs and Counterclaim Defendants,)

v.)

ARUBA NETWORKS, INC.,)

Defendant and Counterclaim Plaintiff.)

C.A. No. 07-519-JJF

JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Symbol Technologies, Inc. ("Symbol"), Wireless Valley Communications, Inc. ("Wireless Valley"), AirDefense, Inc. ("AirDefense"), and Motorola, Inc. ("Motorola") (collectively "Plaintiffs"), by their counsel, as and for their Second Amended Complaint against Defendant Aruba Networks, Inc. ("Aruba"), allege as follows:

PARTIES

1. Symbol is a Delaware corporation, having its principal place of business at One Motorola Plaza, Holtsville, New York 11742-1300. Symbol develops and markets innovative, high-performance products, including, *inter alia*, wireless local area networks ("WLANs") and their components, including wireless access points and wireless switches. Symbol is a wholly-owned subsidiary of Motorola Inc.

2. Wireless Valley is a Delaware corporation, having its principal place of business at 4515 Seton Center Parkway, Suite 330, Austin, Texas 78759. Wireless Valley is a leading provider of software solutions for the design and management of WLANs. Wireless Valley is a wholly-owned subsidiary of Motorola, Inc.

3. AirDefense is a Georgia corporation, having its principal place of business at 4800 Northpoint Parkway, Suite 100, Alpharetta, Georgia 30022. AirDefense is a leading provider of wireless networks security solutions. AirDefense is a wholly-owned subsidiary of Motorola, Inc.

4. Motorola is a Delaware corporation, having its principal place of business at 1303 East Algonquin Road, Schaumburg, Illinois 60196. Motorola is a global communications leader in a wide variety of technologies, including WLAN components and software solutions. Motorola is the parent corporation of and wholly owns Symbol, Wireless Valley, and AirDefense.

5. Upon information and belief, Aruba is a Delaware corporation having its principal place of business at 1322 Crossman Ave., Sunnyvale, CA 94089-1113. Aruba maintains The Corporation Trust Company as its registered agent for the service of process in Delaware. Aruba designs, manufactures, and sells in the United States wireless switches (which it calls mobility controllers), access points, management servers, and related software for use in connection with WLANs, as well as software for designing, planning, configuring, monitoring, managing, and optimizing WLANs.

JURISDICTION AND VENUE

6. This is an action arising under the patent laws of the United States, 35 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction pursuant to 35 U.S.C. § 271 *et seq.* and 28 U.S.C. §§ 1331 and 1338.

7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400.

8. This Court has personal jurisdiction over Aruba because Aruba is a Delaware corporation with an agent for service of process in Delaware. Upon information and

belief, Aruba also places its infringing products in the stream of commerce, which stream is directed at this district.

THE PATENTS

9. Symbol is the owner by assignment of United States Letters Patent No. 7,173,922 ("the '922 Patent"), entitled "Multiple Wireless Local Area Networks Occupying Overlapping Physical Spaces." The '922 Patent duly and legally issued Feb. 6, 2007. A copy of the '922 Patent is attached to this Complaint as Exhibit A.

10. Symbol is the owner by assignment of United States Letters Patent No. 7,173,923 ("the '923 Patent"), entitled "Security In Multiple Wireless Local Area Networks." The '923 Patent duly and legally issued Feb. 6, 2007. A copy of the '923 Patent is attached to this Complaint as Exhibit B.

11. Symbol is the owner of all rights, title and interest in and to the '922 Patent and '923 Patent (collectively "the Symbol Patents"). Symbol is a wholly owned subsidiary of Motorola. Symbol and Motorola are entitled to sue for past and future infringement of those patents.

12. Wireless Valley is the owner by assignment of United States Letters Patent No. 6,625,454 ("the '454 Patent"), entitled "Method and System for Designing or Deploying a Communications Network Which Considers Frequency Dependent Effects" The '454 Patent duly and legally issued Sept. 23, 2003. A copy of the '454 Patent is attached to this Complaint as Exhibit C.

13. Wireless Valley is the owner by assignment of United States Letters Patent No. 6,973,622 ("the '622 Patent"), entitled "System and Method for Design, Tracking, Measurement, Prediction and Optimization of Data Communications Networks." The '622

Patent duly and legally issued Dec. 6, 2005. A copy of the '622 Patent is attached to this Complaint as Exhibit D.

14. Wireless Valley is the owner of all rights, title and interest in and to the '454 Patent and '622 Patent (collectively "the Wireless Valley Patents"). Wireless Valley is a wholly owned subsidiary of Motorola. Wireless Valley and Motorola are entitled to sue for past and future infringement of those patents.

15. AirDefense is the owner by assignment of United States Letters Patent No. 7,359,676 ("the '676 Patent" or the "AirDefense Patent"), entitled "Systems and methods for adaptively scanning for wireless communications." The '676 Patent duly and legally issued Apr. 15, 2008. A copy of the '676 Patent is attached to this Complaint as Exhibit E.

16. AirDefense is the owner of all rights, title and interest in and to the AirDefense Patent. AirDefense is a wholly owned subsidiary of Motorola. AirDefense and Motorola are entitled to sue for past and future infringement of those patents.

**FIRST CLAIM FOR RELIEF
(INFRINGEMENT OF THE '922 PATENT)**

17. Plaintiffs repeat and reallege the allegations in paragraphs 1-15 as if fully set forth herein.

18. Aruba has imported into the United States, made, used, sold and/or offered for sale in the United States, products covered by the '922 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '922 Patent.

19. Aruba has had actual and/or constructive notice and knowledge of the '922 Patent. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, Aruba continues to import, make, use, sell and/or offer for sale in the

United States products covered by the '922 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '922 Patent.

20. Aruba has infringed and/or induced the infringement of and/or contributed to the infringement of the '922 Patent by importing, making, using, offering for sale, or selling in the United States, or by intending that others import, make, use, offer for sale, or sell in the United States, products that are covered by the '922 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '922 Patent.

21. On information and belief, Aruba's infringement of the '922 Patent is willful. The continued infringement of the '922 Patent by Aruba has damaged and will continue to damage Symbol and Motorola.

22. The infringement of the '922 Patent by Aruba has caused and will continue to cause Symbol and Motorola irreparable harm unless preliminarily and permanently enjoined by the Court. Symbol and Motorola have no adequate remedy at law.

**SECOND CLAIM FOR RELIEF
(INFRINGEMENT OF THE '923 PATENT)**

23. Plaintiffs repeat and reallege the allegations in paragraphs 1-15 as if fully set forth herein.

24. Aruba has imported into the United States, made, used, sold and/or offered for sale in the United States, products covered by the '923 Patent.

25. Aruba has had actual and/or constructive notice and knowledge of the '923 Patent. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, Aruba continues to import, make, use, sell and/or offer for sale in the United States products covered by the '923 Patent.

26. Aruba has infringed and/or induced the infringement of and/or contributed to the infringement of the '923 Patent by importing, making, using, offering for sale, or selling in the United States, or by intending that others import, make, use, offer for sale, or sell in the United States, products that are covered by the '923 Patent.

27. On information and belief, Aruba's infringement of the '923 Patent is willful. The continued infringement of the '923 Patent by Aruba has damaged and will continue to damage Symbol and Motorola.

28. The infringement of the '923 Patent by Aruba has caused and will continue to cause Symbol and Motorola irreparable harm unless preliminarily and permanently enjoined by the Court. Symbol and Motorola have no adequate remedy at law.

**THIRD CLAIM FOR RELIEF
(INFRINGEMENT OF THE '454 PATENT)**

29. Plaintiffs repeat and reallege the allegations in paragraphs 1-15 as if fully set forth herein.

30. Aruba has imported into the United States, made, used, sold and/or offered for sale in the United States, products covered by the '454 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '454 Patent.

31. Aruba has had actual and/or constructive notice and knowledge of the '454 Patent. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, Aruba continues to import, make, use, sell and/or offer for sale in the United States products covered by the '454 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '454 Patent.

32. Aruba has infringed and/or induced the infringement of and/or contributed to the infringement one or more claims of the '454 Patent by importing, making, using, offering

for sale, or selling in the United States, or by intending that others import, make, use, offer for sale, or sell in the United States, products covered by the '454 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '454 Patent.

33. On information and belief, Aruba's infringement of the '454 Patent is willful. The continued infringement of the '454 Patent by Aruba has damaged and will continue to damage Wireless Valley and Motorola.

34. The infringement of the '454 Patent by Aruba has caused and will continue to cause Wireless Valley and Motorola irreparable harm unless preliminarily and permanently enjoined by the Court. Wireless Valley and Motorola have no adequate remedy at law.

**FOURTH CLAIM FOR RELIEF
(INFRINGEMENT OF THE '622 PATENT)**

35. Plaintiffs repeat and reallege the allegations in paragraphs 1-15 as if fully set forth herein.

36. Aruba has imported into the United States, made, used, sold and/or offered for sale in the United States, products covered by the '622 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '622 Patent.

37. Aruba has had actual and/or constructive notice and knowledge of the '622 Patent. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, Aruba continues to import, make, use, sell and/or offer for sale in the United States products covered by the '622 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '622 Patent.

38. Aruba has infringed and/or induced the infringement of and/or contributed to the infringement of one or more claims of the '622 Patent by importing, making, using,

offering for sale, or selling in the United States, or by intending that others import, make, use, offer for sale, or sell in the United States, products that are covered by the '622 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '622 Patent.

39. On information and belief, Aruba's infringement of the '622 Patent is willful. The continued infringement of the '622 Patent by Aruba has damaged and will continue to damage Wireless Valley and Motorola.

40. The infringement of the '622 Patent by Aruba has caused and will continue to cause Wireless Valley and Motorola irreparable harm unless preliminarily and permanently enjoined by the Court. Wireless Valley and Motorola have no adequate remedy at law.

**FIFTH CLAIM FOR RELIEF
(INFRINGEMENT OF THE '676 PATENT)**

41. Plaintiffs repeat and reallege the allegations in paragraphs 1-15 as if fully set forth herein.

42. Aruba has imported into the United States, made, used, sold and/or offered for sale in the United States, products covered by the '676 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '676 Patent.

43. Aruba has had actual and/or constructive notice and knowledge of the '676 Patent. The filing of this Complaint also constitutes notice in accordance with 35 U.S.C. § 287. Despite such notice, Aruba continues to import, make, use, sell and/or offer for sale in the United States products covered by the '676 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '676 Patent.

44. Aruba has infringed and/or induced the infringement of and/or contributed to the infringement of one or more claims of the '676 Patent by importing, making, using, offering for sale, or selling in the United States, or by intending that others import, make, use, offer for sale, or sell in the United States, products that are covered by the '676 Patent and/or products that when used in accordance with their instructions practice the methods covered by the '676 Patent.

45. On information and belief, Aruba's infringement of the '676 Patent is willful. The continued infringement of the '676 Patent by Aruba has damaged and will continue to damage AirDefense and Motorola.

46. The infringement of the '676 Patent by Aruba has caused and will continue to cause AirDefense and Motorola irreparable harm unless preliminarily and permanently enjoined by the Court. AirDefense and Motorola have no adequate remedy at law.

WHEREFORE, Symbol, Wireless Valley, AirDefense, and Motorola pray for a relief and judgment against Aruba as follows:

- A. Adjudging that Aruba is infringing the Symbol Patents, the Wireless Valley Patents and the AirDefense Patent;
- B. Adjudging that the infringement by Aruba of the Symbol Patents, the Wireless Valley Patents and the AirDefense Patent was willful, and that the continued infringement by Aruba of the Symbol Patents, Wireless Valley Patents and AirDefense Patent is willful;
- C. Entering an order preliminarily and permanently enjoining Aruba from any further acts of infringement of the Symbol Patents, the Wireless Valley Patents and the AirDefense Patent;

- D. Awarding Symbol and Motorola damages in an amount adequate to compensate for the infringement by Aruba of the Symbol Patents, but in no event less than a reasonable royalty under 35 U.S.C. § 284;
- E. Entering an order trebling any and all damages awarded to Symbol and Motorola by reason of the willful infringement by Aruba of the Symbol Patents, pursuant to 35 U.S.C. § 284;
- F. Awarding Wireless Valley and Motorola damages in an amount adequate to compensate for the infringement by Aruba of the Wireless Valley Patents, but in no event less than a reasonable royalty under 35 U.S.C. § 284;
- G. Entering an order trebling any and all damages awarded to Wireless Valley and Motorola by reason of the willful infringement by Aruba of the Wireless Valley Patents, pursuant to 35 U.S.C. § 284;
- H. Awarding AirDefense and Motorola damages in an amount adequate to compensate for the infringement by Aruba of the AirDefense Patent, but in no event less than a reasonable royalty under 35 U.S.C. § 284;
- I. Entering an order trebling any and all damages awarded to AirDefense and Motorola by reason of the willful infringement by Aruba of the AirDefense Patent, pursuant to 35 U.S.C. § 284;
- J. Entering an order awarding Symbol, Wireless Valley, AirDefense, and Motorola interest on the damages awarded and their costs pursuant to 35 U.S.C. § 284;

- K. Declaring this an exceptional case and awarding Symbol, Wireless Valley, AirDefense, and Motorola their costs, expenses, and reasonable attorneys' fees pursuant to 35 U.S.C. § 285 and all other applicable statutes, rules, and common law; and
- L. Awarding Symbol, Wireless Valley, AirDefense, and Motorola such other and further relief as the Court may deem just and proper.

JURY DEMAND

Symbol, Wireless Valley, AirDefense, and Motorola hereby demand trial by jury on all issues in its Complaint.

Respectfully submitted,

POTTER ANDERSON & CORROON LLP

OF COUNSEL

Eric J. Lobenfeld
Ira J. Schaefer
Arun Chandra
HOGAN & HARTSON L.L.P.
875 Third Avenue
New York, NY 10022
Tel: (212) 918-3000

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By: /s/ David E. Moore
Richard L. Horwitz (#2246)
David E. Moore (#3983)
D. Fon Muttamara-Walker (#4646)
Hercules Plaza, 6th Floor
1313 N. Market Street
Wilmington, DE 19801
Tel: (302) 984-6000
rhorwitz@potteranderson.com
dmoore@potteranderson.com
fmuttamara-walker@potteranderson.com

*Attorneys for Symbol Technologies, Inc.
Wireless Valley Communications, Inc.,
AirDefense, Inc. and Motorola, Inc.*