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**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MLR, LLC,)
)
Plaintiff,)
)
v.)
)
TOSHIBA CORPORATION,)
TELEFONAKTIEBOLAGET LM)
ERICSSON, SONY-ERICSSON)
MOBILE COMMUNICATIONS AB,)
NOKIA CORPORATION,)
HANDSPRING, INC. AND)
SIERRA WIRELESS, INC.,)
)
Defendants.)

Civil Action No. 02 C 2898

Honorable Amy J. St. Eve
Mag.-Judge Ian H. Levin

JURY TRIAL DEMANDED

RECEIVED
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SECOND AMENDED COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff, MLR, LLC ("MLR"), complains of defendants, Toshiba Corporation ("Toshiba"), Telefonaktiebolaget LM Ericsson ("Ericsson"), Sony-Ericsson Mobile Communications AB ("Sony-Ericsson"), Nokia Corporation ("Nokia"), Handspring, Inc. ("Handspring") and Sierra Wireless, Inc. ("Sierra"), as follows:

NATURE OF LAWSUIT

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has exclusive jurisdiction over the subject matter of the Complaint under 28 U.S.C. § 1338(a).

PARTIES

2. MLR is a Virginia limited liability company with its principal place of business at 8180 Greensboro Drive, Suite 950, McLean, Virginia 22102. MLR owns all right, title and interest in and has standing to sue for infringement of the following United

States Patents: United States Patent No. 5,353,334 ("the '334 Patent"), entitled "Interface for Connecting Computers To Radio Telephone Networks"; United States Patent No. Re. 37,141 ("the '141 Patent"), entitled "Cellular Telephone Data Communication System And Method"; United States Patent No. 5,367,563 ("the '563 Patent"), entitled "Programmable Universal Modem System And Method For Using The Same"; United States Patent No. Re. 34,034 ("the '034 Patent"), entitled "Cellular Telephone Data Communication System and Method"; United States Patent No. 5,249,218 ("the '218 Patent") entitled "Programmable Universal Interface System"; United States Patent No. 5,640,444 ("the '444 Patent"), entitled "Methods And Apparatus For Controlling Data Transmission Using Radio Devices"; United States Patent No. 5,854,985 ("the '985 Patent"), entitled "Adaptive Omni-Modal Radio Apparatus And Methods"; and United States Patent No. 6,134,453 ("the '453 Patent"), entitled "Adaptive Omni-Modal Radio Apparatus And Methods" (a divisional of the '985 Patent) (collectively the "MLR Patents").

3. Defendant Toshiba is a Japanese corporation with a principal place of business at 1-1 Shibura 1-chome, Minato-ku, Tokyo 105-8001 Japan. Toshiba has committed acts of infringement in this judicial district and does regular business in this judicial district, including importing into the United States and selling the cellular telephones accused of infringement in this judicial district directly and through subsidiaries it controls. Toshiba has submitted and obtained a Grant Of Equipment Authorization Certification from the Federal Communications

Commission for the cellular telephones accused of infringement in this lawsuit.

4. Defendant Ericsson is a Swedish company with a principal place of business at SE-126 25, Stockholm, Sweden. Ericsson has committed acts of infringement in this judicial district and does regular business in this judicial district. Also, in obtaining a registered trademark for "Ericsson," Ericsson represented to the United States Patent and Trademark Office that it intended to use (and has used) the mark "Ericsson" in the United States (including within this judicial district), in connection with sales of its full line of data communication and telecommunication equipment.

5. Defendant Sony-Ericsson is a foreign corporation having a principal place of business at Sony Ericsson House, London, United Kingdom. Sony-Ericsson has committed acts of infringement in this judicial district.

6. For example, as a result of the marketing, distribution and sales channels established by Sony-Ericsson in the United States and this district, the Sony-Ericsson phones at issue in this case are sold for use throughout this judicial district. Sony-Ericsson has used or permitted the Sony-Ericsson trademarks to be used within this judicial district for the promotion and sales of Sony-Ericsson's products, including, for example, through AT&T Wireless and other wireless providers in this district. Sony-Ericsson permits advertisements to be prominently displayed throughout this judicial district using the Sony-Ericsson

trademarks and product images, including marketing and promotional materials for the specific telephones identified herein.

7. Sony-Ericsson markets services and products throughout the United States and this judicial district using its website, www.sonyericsson.com. Sony-Ericsson also markets its products through vendors and distribution channels with presences in and throughout this judicial district.

8. Defendant Nokia is a Finnish corporation having its principal executive offices at Keilalahdentie 4, P.O. Box 226, FIN-00045 NOKIA GROUP, Espoo, Finland. Nokia has committed acts of infringement in this judicial district and has regular and systematic contacts with this judicial district, as well as throughout the United States.

9. As a result of the marketing, distribution and sales channels established by Nokia in the United States and this district, the Nokia phones at issue in this case are sold throughout this district for use in a variety of wireless networks, including Cingular and AT&T.

10. Nokia has a stated goal to establish a market-leading presence in every major global market. Major global markets for Nokia include the United States and this judicial district. Nokia also has a stated goal to sustain and enhance the Nokia brand through aggressive advertising, sponsorship, and marketing activities in all of Nokia's principal markets, including the United States. Nokia has used or permitted the Nokia trademarks to

be used within this judicial district for the promotion and sales of Nokia's products, as well as enhancement of the Nokia brand.

11. On information and belief, Nokia has had advertisements placed, displayed, or transmitted sustaining and enhancing its brand within this judicial district. Nokia has entered into agreements for the provision of services and equipment, including entering into an agreement with Cingular Wireless to provide a significant portion of its GSM/EDGE network in the United States. Cingular Wireless serves the market in this judicial district among the markets it serves.

12. Nokia also markets services and products throughout the United States and this judicial district using its website, www.nokia.com and the 'Club Nokia' marketing and loyalty channel.

13. Nokia has held sales meetings in Chicago, to assist salespeople in promoting sales of the wireless products. Nokia has also attended and presented products at trade shows in Chicago, as well as providing keynote addresses and participating broadly in trade presentations in Chicago, such as, for example, at the annual Comdex trade shows.

14. Defendant Handspring is a Delaware corporation having its principal place of business at 189 Bernardo Avenue, Mountain View, California 94043. Handspring has committed acts of infringement in this judicial district and has regular contacts with this judicial district.

15. As a result of the marketing, distribution and sales channels established by Handspring in the United States and this

district, the Handspring phones at issue in this case are sold for use throughout this judicial district. Handspring has used or permitted the Handspring trademarks to be used within this judicial district for the promotion and sales of Handspring's products.

16. Handspring also markets services and products throughout the United States and this judicial district using its website, www.handspring.com. Handspring also markets its products through vendors and distribution channels with presences in and throughout this judicial district, including Best Buy, CompUSA, Target, WalMart and Staples. Handspring specifically identifies vendors of its products in this judicial district, and also directly sells products specifically to customers in this judicial district.

17. Handspring has also attended and presented products at trade shows in Chicago, as well as participating in trade presentations in Chicago, such as, for example, at the annual Comdex trade shows.

18. On information and belief, Handspring has entered into contracts with the Chicago-based Leo Burnett for brand building advertising throughout the United States and this judicial district.

19. Defendant Sierra is a Canadian corporation having its head office at 13811 Wireless Way, Richmond, BC, Canada V6V 3A4. Sierra has committed acts of infringement in this judicial district and has regular contacts with this judicial district, as well as throughout the United States.

20. As a result of the marketing, distribution and sales channels established by Sierra in the United States and this district, the Sierra wireless modems at issue in this case are sold throughout this district for use in a variety of wireless networks, including Sprint, AT&T Wireless, and Verizon.

21. Sierra specifically supports Chicago-based wireless networks, including Verizon's Chicago networks.

22. Sierra markets and sells services and products throughout the United States and this judicial district using its website, www.sierrawireless.com.

23. Sierra has attended and presented products at trade shows in Chicago, such as, for example, at the annual Comdex trade shows.

24. Each defendant transacts business in this district, including the importation into the United States, sale and offer for sale of infringing products in this judicial district and throughout Illinois and the United States.

25. This Court has personal jurisdiction over each defendant by virtue of each defendant's tortious acts of patent infringement, which have been committed in Illinois, and each defendant's transaction of business in Illinois.

DEFENDANTS' ACTS OF PATENT INFRINGEMENT

26. Toshiba has infringed six of the MLR Patents through, among other activities, the manufacture, use, importation, sale and/or offer for sale of cellular telephones. Toshiba has also knowingly and intentionally induced others to infringe (such as its customers and end-users in this judicial district and throughout

the United States) by willfully and intentionally aiding, assisting and encouraging their infringement.

27. Specifically, Toshiba's manufacture, use, importation, offer for sale and/or sale of the CDM 9100 cellular telephone constitutes an infringement of at least the following: claim 36 of the '444 Patent; claim 26 of the '141 Patent; claim 1 of the '453 Patent; claim 1 of the '985 Patent; claim 19 of the '334 Patent; and claim 50 of the '563 Patent.

28. Toshiba's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

29. Ericsson has infringed six of the MLR Patents through, among other activities, knowingly and intentionally inducing others to infringe (such as its wholly owned subsidiaries, including Ericsson, Inc., in this judicial district and throughout the United States) by willfully and intentionally directing, aiding, assisting and encouraging their infringement.

30. Specifically, Ericsson owns and controls the design and research of its Ericsson brand cellular telephones through, at a minimum, its wholly owned subsidiary, Ericsson Mobile Platforms, which designed the R380 cellular telephone that infringes at least the following: claim 36 of the '444 Patent; claim 26 of the '141 Patent; claim 1 of the '453 Patent; claim 1 of the '985 Patent; claim 19 of the '334 Patent; and claim 50 of the '563 Patent. Ericsson directs, aids, assists and encourages its wholly owned

subsidiaries, including Ericsson, Inc., to manufacture, use, import, offer for sale and/or sell the R380 cellular telephone.

31. Ericsson's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

32. Sony-Ericsson has infringed at least six of the MLR patents through, among other activities, its manufacture, sale, offer for sale, use and/or importation into the United States of the T68i cellular telephone product. Sony-Ericsson has also knowingly and intentionally induced others to infringe (such as its customers and end-users in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement.

33. Specifically, Sony-Ericsson's manufacture, use, importation, offer for sale and/or sale of the T68i product constitutes an infringement of at least the following: claims 26 and 29 of the '141 Patent; claim 36 of the '444 Patent; claim 1 of the '985 Patent; claim 1 of the '453 Patent; claim 19 of the '334 Patent; and claim 50 of the '563 Patent. Sony-Ericsson's manufacture, use, importation, offer for sale and/or sale of the GC75 PC card modem constitutes infringement of at least the following: claims 26 and 35 of the '141 Patent; and claims 1, 12 and 15 of the '034 Patent.

34. Sony-Ericsson's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it, but in no event less than a reasonable royalty.

35. Nokia has infringed at least six of the MLR patents through, among other activities, its manufacture, sale, offer for sale, use and/or importation into the United States of cellular telephones. Nokia has also knowingly and intentionally induced others to infringe (such as its customers and end-users in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement.

36. Specifically, Nokia's manufacture, use, importation, offer for sale and/or sale of the 2160, 3285, 3395, 5180i, 6160 and similar cellular telephone products constitutes an infringement of at least the following: claim 36 of the '444 Patent; claim 29 of the '141 Patent; claim 1 of the '985 Patent; claim 1 of the '453 Patent; claim 19 of the '334 Patent; and claim 50 of the '563 Patent. Nokia's manufacture, use, importation, offer for sale and/or sale of the 9290 Personal Communicator constitutes an infringement of at least the following: claim 36 of the '444 Patent; and claims 26, 29 and 35 of the '141 Patent. Nokia also directs, aids, assists and encourages its wholly owned subsidiaries, including Nokia Inc., to manufacture, use, import, offer for sale and/or sell infringing cellular telephones.

37. Nokia's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it, but in no event less than a reasonable royalty.

38. Handspring has infringed at least four of the MLR patents through, among other activities, its manufacture, sale, offer for

sale, use and/or importation into the United States of the Treo PDA/cellular telephone product. Handspring has also knowingly and intentionally induced others to infringe (such as its customers and end-users in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement.

39. Specifically, Handspring's manufacture, use, importation, offer for sale and/or sale of the Treo product constitutes an infringement of at least the following: claims 26, 29, and 37 of the '141 Patent; claim 36 of the '444 Patent; claim 1 of the '985 Patent; and claim 1 of the '453 Patent.

40. Handspring's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it, but in no event less than a reasonable royalty.

41. Sierra has infringed at least two of the MLR patents through, among other activities, its manufacture, sale, offer for sale, use and/or importation into the United States of its wireless modem products. Sierra has also knowingly and intentionally induced others to infringe (such as its customers and end-users in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement.

42. Specifically, Sierra's manufacture, use, importation, offer for sale and/or sale of the Sierra Wireless AirCard 210, 300, 350, 510, 550, 555, 710 and 750 constitute infringement of at least

the following: claims 26 and 35 of the '141 Patent; and claims 1, 12 and 15 of the '034 Patent.

43. Sierra's infringement has injured MLR and MLR is entitled to recover damages adequate to compensate it, but in no event less than a reasonable royalty.

NOTICE AND WILLFULNESS

44. MLR has given each defendant actual and/or constructive notice of each defendant's infringement of the MLR Patents and, in some instances, has provided detailed claim charts showing why infringement has occurred.

45. Each defendant's infringement has been willful in violation of 35 U.S.C. § 284, ¶ 2, and has injured and will continue to injure MLR, unless and until this Court enters an injunction prohibiting further infringement and, specifically, enjoining further manufacture, use, importation, offers for sale and/or sale of cellular telephones and/or modems that fall within the scope of any of the MLR Patents.

VENUE

46. Venue is proper in this district under 28 U.S.C. §§ 1391(c)-(d) and 1400(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, MLR, asks this Court to enter judgment against each defendant and against its subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with them, granting the following relief:

A. An award of damages adequate to compensate MLR for the infringement that has occurred, together with prejudgment interest from the date infringement of the MLR Patents began;

B. An award to MLR of all remedies available under 35 U.S.C. § 284;

C. An award to MLR of all remedies available under 35 U.S.C. § 285;

D. A permanent injunction prohibiting further infringement, inducement and contributory infringement of the MLR Patents; and,

E. Such other and further relief as this Court or a jury may deem proper and just.

JURY DEMAND

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

MLR, LLC



Raymond P. Niro
Paul K. Vickrey
Raymond P. Niro, Jr.
Richard B. Megley, Jr.
William W. Flachsbart
NIRO, SCAVONE, HALLER & NIRO
181 West Madison Street, Suite 4600
Chicago, Illinois 60602
(312) 236-0733