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

JOHN R. GAMMINO

Plaintiff

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,  
VERIZON COMMUNICATIONS, INC.,  
VODAFONE GROUP PLC,  
AT&T CORP.,  
SPRINT CORPORATION,  
DAVEL COMMUNICATIONS, INC.

Defendants

CIVIL ACTION NO.

04-4303

JURY TRIAL DEMANDED

**FILED**

SEP 10 2004

MICHAEL E. KONE, Clerk  
By BJ Dep. Clerk

**COMPLAINT**

Plaintiff, John R. Gammino, ("Mr. Gammino") by his attorneys, Flamm, Boroff & Bacine, P.C., makes this Complaint against Defendants, Cellco Partnership d/b/a Verizon Wireless, Verizon Communications, Inc., Vodafone Group PLC, AT&T Corp., Sprint Corporation and Davel Communications, Inc. as follows:

**PARTIES**

1. Plaintiff, John R. Gammino, is an adult individual and a resident of the State of Florida and operates his patent licensing business out of the Commonwealth of Pennsylvania.
2. Defendant, Cellco Partnership d/b/a Verizon Wireless, Inc. ("Verizon Wireless") is a partnership existing under the laws of the State of Delaware, with a registered office address c/o The Corporation Trust Company, Corporation Trust Center, 1209

*[Handwritten signature]*

Orange Street, Wilmington, DE 19801. Defendant Verizon Wireless does business in this Judicial District. As an example, at the website "verizonwireless.com", Verizon Wireless identifies "Verizon Wireless Stores" at the following locations: Abington, Ardmore, Bensalem, Springfield, Philadelphia and Plymouth Meeting.

3. Defendant, Verizon Communications, Inc. ("Verizon Communications") is a corporation organized and existing under the laws of the State of Delaware with a registered office in Pennsylvania at 1515 Market Street, Suite 1210, Philadelphia, PA 19102. Verizon Communications' liability in this case is on account of its status as a partner of Cellco Partnership d/b/a Verizon Wireless.
4. Defendant, Vodaphone Group PLC ("Vodaphone"), is a corporation organized and existing under the laws of England and Wales with a principal place of business at Vodafone House, The Connection, Newbury, Berkshire RG614 2FN England. Vodaphone's liability in this case stems from its status as a partner of Cellco Partnership d/b/a Verizon Wireless.
5. Defendant, AT&T Corp. ("AT&T"), is a corporation organized and existing under the laws of the State of New York, with a registered office address c/o CT Corporation System, 111 Eighth Avenue, New York, NY 10011. AT&T Corp. has a principal place of

business at One AT&T Way, Bedminster, NJ 07921. AT&T Corp is registered as a Foreign Business Corporation with the Pennsylvania Department of State and has a Pennsylvania registered office c/o CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, PA 19102.

6. Defendant, Sprint Corporation ("Sprint"), is a corporation organized and existing under the laws of the State of Kansas with a registered office address of c/o Corporation Service Company, 200 SW 30<sup>th</sup> Street, Topeka, KS 66611. Sprint Corporation regularly conducts business in this Judicial District and has an established place of business at 1265 Knapp Road, North Wales, PA 19454.
7. Defendant, Davel Communications, Inc. ("Davel"), is a corporation organized and existing under the laws of the State of Delaware with a registered office address c/o Corporation Services Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. Davel Communications, Inc. regularly conducts business in Pennsylvania.

#### **JURISDICTION AND VENUE**

8. This Court has personal jurisdiction over the subject matter of this action pursuant to the provisions of 28 U.S.C. §§ 1331 and 1338, in that the claims in this action arise under the Patent Act of the United States, 35 U.S.C. § 101 et seq.
9. Venue in the Eastern District of Pennsylvania is proper pursuant to (a) 28 U.S.C. §1391(b)(2) in that a substantial part of the events or

omissions giving rise to the claim occurred in this district; and (b) 28 U.S.C. §1400(b) in that this is a civil action for patent infringement and Defendants either reside in this judicial district and/or Defendants have committed acts of patent infringement and have a regular and established place of business in this judicial district. All Defendants provide services, including telephone services, to people in the Eastern District of Pennsylvania.

10. This Court has jurisdiction over Defendants and venue is proper because Defendants regularly conduct business in Pennsylvania and this District by providing services to its customers situated therein. It is these services, provided by Defendants, which serve as the basis for the patent infringement claim against Defendants.
11. Defendants all have customers situated in Pennsylvania who use the Defendants' phone services in Pennsylvania. Also, Defendants, Verizon Wireless, Inc. and Sprint sell mobile phones in Pennsylvania which are used in Pennsylvania. Verizon Wireless, Inc. and Sprint both service many mobile phones in Pennsylvania.

#### **BACKGROUND FACTS AND INVENTION**

12. In this country, there had been a major problem of people making fraudulent international telephone calls on payphones and other devices. That fraud led to losses of billions of dollars to phone companies. The international pay phone fraud escalated in the early 1990s after the FCC prohibited the blocking of access codes

that permit the consumer to reach the operator service provider of the consumer's choice. Once the phones were opened up, the fraudulent use of payphones for international calls skyrocketed. At certain payphone sites, losses due to international calls were reaching an average of \$1,500 a month per phone. Fortunately, Mr. Gammino has invented a solution that blocks that fraud.

13. In 1991, The Port Authority of New York and New Jersey (the "Port Authority") had massive fraud problems with international calls on payphones. The Port Authority brought in major phone companies including New York Telephone (which is now part of Verizon Communications and will be referred to herein as "Verizon Communications") to solve the problem. Verizon Communications could not solve the Port Authority's fraud problem. Verizon Communications told the Port Authority that a solution to the problem was not technically possible.
14. In 1991, John Gammino was hired by the Port Authority to try and do what no one else could do – stop the fraud.
15. Mr. Gammino virtually eliminated international payphone fraud at the Port Authority Bus Terminal. The solution invented by Mr. Gammino comprises an algorithm that can distinguish international calls from other types of calls and can selectively block international calls (the "Solution"). The Solution received extensive positive press coverage in 1992 and 1993. More specifically, a leading

publication in the industry, Public Communications Magazine, in May 1993 recognized that it was Mr. Gammino's solution that solved the problem. Other press reports also recognized Mr. Gammino's solution to the Port Authority's fraud problem.

16. The Port Authority recognized Mr. Gammino's solution when it stated the following in a letter to Mr. Gammino:

[T]he telephone hustler problem has been virtually eliminated at the Bus Terminal due to the technological changes you [Mr. Gammino] were able to have implemented. This problem had been plaguing us for several years and we were frustrated by the lack of a technological solution.

See Port Authority letter of July 28, 1992, attached as Exhibit "A". (Emphasis supplied).

17. Only Mr. Gammino solved the fraudulent international payphone problem while the telecommunications giants could not solve the problem.
18. In 1992, Mr. Gammino's solution was placed into all of the payphones at the Bus Terminal, including those owned by TCG, which has been merged into Defendant, AT&T (TCG will be referred to herein as "AT&T").

### PATENTS

19. Mr. Gammino filed for patent protection for the Solution, which ultimately resulted in U.S. Patent No. 5,809,125 ("the '125 Patent") being duly and legally issued to Mr. Gammino on September 15,

1998, and U.S. Patent No. 5,812,650 (“the ‘650 Patent”) being duly and legally issued to Mr. Gammino on September 22, 1998 (collectively, the “Gammino Patents”). Copies of the Gammino Patents are attached hereto, made a part hereof, and marked as Exhibits “B” and “C”, respectively. Hereinafter, for the time period after September 15, 1998, the Solution shall be referred to as the “Patented Solution” which can have application to many types of telecommunications devices and switches in addition to payphones.

20. The ‘125 Patent and ‘650 Patent relate to methods and apparatus for preventing potentially fraudulent international telephone calls.

21. A telephone call is initiated by dialing a sequence of digits. Each dialing sequence is made up of a “plurality” of dialing signals. A plurality is a set of two or more signals. As examples, the plurality of dialing signals are further shown in the following formulas (X is a “don’t care”<sup>1</sup> value):

101  
First plurality  
of dialing signals

XXXX  
Second plurality  
of dialing signals

011  
Third plurality  
of dialing signals

950  
First plurality  
of dialing signals

XXXX  
Second plurality  
of dialing signals

011  
Third plurality  
of dialing signals

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<sup>1</sup> “Don’t care” value means that, for purposes of determining whether to block a call, it does not matter what the value is in that position. Of course, a caller and a carrier like AT&T care about the don’t care” values for other purposes, such as identifying the carrier.

1-8XX<sup>2</sup>  
First plurality  
of dialing signals

XXX-XXXX  
Second plurality  
of dialing signals

011  
Third plurality  
of dialing signals

As an example, in at least one of the claims of the '125 or '650 Patents a call is blocked if, inter alia, both the first plurality of dialing signals are determined to be predetermined signals used for international dialing and the third plurality of dialing signals are determined to be predetermined signals used for international dialing.

22. Verizon Wireless, AT&T, Sprint and Davel have used and continue to use Mr. Gammino's Patented Solution across the United States in order to prevent fraudulent international telephone calls, resulting in millions of dollars in savings to those entities.
23. Verizon Wireless, AT&T, Sprint and Davel are using methods in the claims of '125 Patent and '650 Patent in their payphones, network switches, PBX lines, Centrex lines, Business Exchange lines, cell phones and cellular phone networking, and/or other lines. Defendants' use of the solution of the Gammino Patents is massive.

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<sup>2</sup> 8XX includes any toll free 8XX number that consumers may use to reach the carrier of their choice such as 866, 877, 888, etc.



**COUNT I  
GAMMINO v. VERIZON WIRELESS**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,809,125**

24. The averments in paragraphs 1 through 23 above are incorporated herein by reference.
25. Testing of Verizon Wireless phones by using dialing sequences revealed that Verizon Wireless blocks international calls by using the Patented Solution.
26. Verizon Wireless infringes the claims of the '125 Patent by using the Patented Solution.
27. As a result of the foregoing conduct, Verizon Wireless infringes one or more of the claims of the '125 Patent under 35 U.S.C. §271(a) and has caused Mr. Gammino damages as a direct and proximate result thereby. Verizon Wireless is liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of Verizon Wireless' infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, and other damages.
28. Mr. Gammino's damages from Verizon Wireless' infringement of claims of both the '125 Patent and '650 Patent include, but are not limited to, royalty fees resulting from Verizon Wireless' use of the Patented Solution in the operation of its cellular phone network and 40 million mobile phones. The royalty fees due from Verizon

Wireless on the 40 million phones in its cellular phone network are in the hundreds of millions of dollars and the amount due increases with the passage of every month.

29. In addition, Mr. Gammino has suffered additional damages as a result of an infringement of the '125 patent, including lost income, profits and/or royalties, the elimination and/or reduction of business opportunities, market erosion, and other damages.

**COUNT II  
GAMMINO v. VERIZON WIRELESS**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,812,650**

30. The averments in paragraphs 1 through 29 above are incorporated herein by reference.
31. Verizon Wireless infringes the claims of the '650 Patent by using the Patented Solution.
32. Mr. Gammino's damages for Verizon Wireless' infringement of claims of both the '125 Patent and '650 Patent include, but are not limited to royalty fees resulting from Verizon Wireless' use of the Patented Solution in the operation of its cellular phone network and 40 million mobile phones. The royalty fees due from Verizon Wireless on the 40 million phones and its cellular phone network are in the hundreds of millions of dollars and the amount due increases with the passage of every month.

33. In addition, Mr. Gammino has suffered additional damages as a result of an infringement of the '650 patent, including lost income, profits and/or royalties, the elimination and/or reduction of business opportunities, market erosion, and other damages.

**COUNT III**  
**GAMMINO v. VERIZON COMMUNICATIONS, INC.**

**PATENT INFRINGEMENT OF UNITED STATES**  
**PATENT NO. 5,809,125**

34. The averments in paragraphs 1 through 33 above are incorporated herein by reference.
35. Verizon Communications, Inc., as a partner of Verizon Wireless, infringes the claims of the '125 Patent by using the Patented Solution. All of the averments by Plaintiff against Verizon Wireless apply to the cause of action against Verizon Communications.
36. All of the damages caused Mr. Gammino by Verizon Wireless apply to the claim against Verizon Communications.

**COUNT IV**  
**GAMMINO v. VERIZON COMMUNICATIONS, INC.**

**PATENT INFRINGEMENT OF UNITED STATES**  
**PATENT NO. 5,812,650**

37. The averments in paragraphs 1 through 36 above are incorporated herein by reference.
38. Verizon Communications as a partner of Verizon Wireless, infringes the claims of the '650 Patent by using the Patented Solution. All of

the averments by Plaintiff against Verizon Wireless apply to the cause of action against Verizon Communications.

39. All of the damages caused Mr. Gammino by Verizon Wireless apply to the claims against Verizon Communications.

**COUNT V  
GAMMINO v. VODAPHONE GROUP PLC**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,809,125**

40. The averments in paragraphs 1 through 39 above are incorporated herein by reference.
41. Vodaphone Group PLC, as a partner of Verizon Wireless, infringes the claims of the '125 Patent by using the Patented Solution. All of the averments by Plaintiff against Verizon Wireless apply to the cause of action against Vodaphone.
42. All of the damages caused Mr. Gammino by Verizon Wireless apply to the claim against Vodaphone.

**COUNT VI  
GAMMINO v. VODAPHONE GROUP PLC**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,812,650**

43. The averments in paragraphs 1 through 42 above are incorporated herein by reference.
44. Vodaphone Group PLC, as a partner of Verizon Wireless, infringes the claims of the '650 Patent by using the Patented Solution. All of

the averments by Plaintiff against Verizon Wireless would apply to the cause of action against Vodaphone.

45. All of the damages caused Mr. Gammino by Verizon Wireless apply to the claim against Vodaphone.

**COUNT VII  
GAMMINO v. AT&T**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,809,125**

46. The averments in paragraphs 1 through 45 above are incorporated herein by reference.
47. In 1992, AT&T received Mr. Gammino's Solution and AT&T put the Solution in its payphones.
48. Onsite testing of AT&T's payphones has confirmed that AT&T continues to block international calls by using the Patented Solution.
49. AT&T as a Local Exchange Carrier ("LEC") has also offered the Patented Solution for a profit and collects revenues from others in connection with the deployment of the Patented Solution in pay phones and other devices.
50. AT&T infringed claims of the '125 Patent by using the Patented Solution.
51. As a result of the foregoing conduct, AT&T infringes one or more of the claims of the '125 Patent under 35 U.S.C. §271(a) and has caused Mr. Gammino damages as a direct and proximate result

thereby. AT&T is liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of AT&T's infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, and other damages.

52. Based upon AT&T's own data concerning the number of its phones or number of public lines, Mr. Gammino's damages for AT&T's infringement of claims of both the '125 Patent and '650 Patent include, but are not limited to: \$4,152,000 in royalty fees resulting from AT&T's use of the Patented Solution in 30,000 public phones ("AT&T Public Phone Use Damages"). Mr. Gammino's damages further include the loss of millions of dollars in royalty fees resulting from AT&T's use of the Patented Solution in network switches, PBX lines, Centrex lines, business lines and consumer lines plus royalty fees if AT&T is using the Patented Solution in wireless phones or other service.

**COUNT VIII  
GAMMINO v. AT&T**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,812,650**

53. The averments in paragraphs 1 through 52 above are incorporated herein by reference.
54. The actions of AT&T as set forth above constitute infringements of one or more of the claims of the '650 patent under 35 USC § 271(a)

and has caused Mr. Gammino damages as a direct and proximate result thereby. AT&T is liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of an infringement of the '650 patent, including lost income, profits and/or royalties, the elimination and/or reduction of business opportunities, market erosion, the AT&T Public Line Use Damages, damages stated in paragraph 52 above and other damages.

**COUNT IX  
GAMMINO v. SPRINT**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,809,125**

55. The averments in paragraphs 1 through 54 above are incorporated herein by reference.
56. Sprint has offered the Patented Solution in mobile phones, payphones, in its phone networks, and other devices.
57. Testing of Sprint payphones and Sprint mobile phones reveals that Sprint blocks international calls by using the Patented Solution in the payphones and mobile phones.
58. Sprint infringes the claims of the '125 Patent by using the Patented Solution.
59. As a result of the foregoing conduct, Sprint infringes one or more of the claims of the '125 Patent under 35 U.S.C. §271(a) and has caused Mr. Gammino damages as a direct and proximate result thereby. Sprint is liable to Mr. Gammino for all damages suffered

by Mr. Gammino as a result of Sprint's infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, and other damages.

60. Mr. Gammino's damages for Sprint's infringement of claims of both the '125 Patent and '650 Patent are (a) in the many millions of dollars in royalty fees resulting from Sprint's use of the Patented Solution in public phones ("Sprint Public Line Use Damages") and (b) are in the hundreds of millions of dollars in connection with the the operation of its 22.2 million mobile phones ("Sprint Mobile Phone Damages"). The amount due increases with the passage of every month. Mr. Gammino's damages further include the loss of millions of dollars in royalty fees resulting from Sprint's use of the Patented Solution in network switches, PBX lines, Centrex lines, business lines and consumer lines.

**COUNT X  
GAMMINO v. SPRINT**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,812,650**

61. The averments in paragraphs 1 through 60 above are incorporated herein by reference.
62. The actions of Sprint constitute of one or more of the claims of the '650 patent under 35 USC § 271(a) and has caused Mr. Gammino damages as a direct and proximate result thereby. Sprint is liable



to Mr. Gammino for all damages suffered by Mr. Gammino as a result of an infringement of the '650 patent, including lost income, profits and/or royalties, the elimination and/or reduction of business opportunities, market erosion, the Sprint Public Use Damages and Sprint Mobile Phone Damages and all damages stated in paragraph 62 above and other damages.

**COUNT XI**  
**GAMMINO v. DAVEL COMMUNICATIONS, INC.**  
**PATENT INFRINGEMENT OF UNITED STATES**  
**PATENT NO. 5,809,125**

63. The averments in paragraphs 1 through 62 above are incorporated herein by reference.
64. Testing of Davel Communications, Inc. payphones reveals that Davel Communications, Inc. blocks international calls by using the Patented Solution.
65. Davel Communications, Inc. infringes the claims of the '125 Patent by using the Patented Solution.
66. As a result of the foregoing conduct, Davel Communications, Inc. infringes one or more of the claims of the '125 Patent under 35 U.S.C. §271(a) and has caused Mr. Gammino damages as a direct and proximate result thereby. Davel Communications, Inc. is liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of Davel Communications, Inc.'s infringement of the '125 Patent including lost income, profits, and/or royalties, the

elimination and/or reduction of business opportunities, market erosion, and other damages.

67. Based upon Davel Communications, Inc.'s own data concerning the number of its phones, Mr. Gammino's damages for Davel Communications, Inc.'s infringement of claims of both the '125 Patent and '650 Patent include, but are not limited to \$7.58 million in royalty fees for 72 months resulting from Davel Communications, Inc.'s use of the Patented Solution in its phones, which currently is 47,000 phones (it once had 80,000 phones). ("Davel Public Use Damage") Mr. Gammino's damages further include the loss of millions of dollars in royalty fees resulting from Davel Communications' use of the Patented Solution if Davel Communications is using the Patented Solution in wireless phones or other devices or switches.

**COUNT XII  
GAMMINO v. DAVEL COMMUNICATIONS, INC.**

**PATENT INFRINGEMENT OF UNITED STATES  
PATENT NO. 5,812,650**

68. The averments in paragraphs 1 through 67 above are incorporated herein by reference.
69. The actions of Davel Communications, Inc. constitute infringement of one or more of the claims of the '650 patent under 35 USC § 271(a) and has caused Mr. Gammino damages as a direct and proximate result thereby. Davel Communications, Inc. is liable to

Mr. Gammino for all damages suffered by Mr. Gammino as a result of an infringement of the '650 patent, including lost income, profits and/or royalties, the elimination and/or reduction of business opportunities, market erosion, the Davel Public Use Damages and all damages stated in paragraph 67 and other damages.

**COUNT XIII  
GAMMINO v. VERIZON WIRELESS**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

70. The averments set forth in paragraphs 1 through 69 above are incorporated herein by reference.
71. The actions of Verizon Wireless as set forth above constitute an active inducement of its cell phone customers "to infringe" the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. Verizon Wireless is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion and damages set forth above and other damages.

**COUNT XIV  
GAMMINO v. VERIZON COMMUNICATIONS, INC.**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

72. The averments set forth in paragraphs 1 through 71 above are incorporated herein by reference.
73. The actions of Verizon Wireless, as set forth above constitute an active inducement to infringe the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. Verizon Communications, as a partner of Verizon Wireless, is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion and damages set forth above and other damages.

**COUNT XV  
GAMMINO v. VODAPHONE GROUP PLC**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

74. The averments set forth in paragraphs 1 through 73 above are incorporated herein by reference.
75. The actions of Verizon Wireless as set forth above constitute an active inducement to infringe the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. Vodaphone, as a partner of Verizon

Wireless is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion and damages set forth above and other damages.

**COUNT XVI  
GAMMINO v. SPRINT**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

76. The averments set forth in paragraphs 1 through 75 above are incorporated herein by reference.
77. The actions of Sprint constitutes an active inducement of its cell phone customers, LECs, payphone customers and other customers to infringe the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. Sprint is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion and other damages.

**COUNT XVII  
GAMMINO v. AT&T**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

78. The averments set forth in paragraphs 1 through 77 above are incorporated herein by reference.
79. The actions of AT&T as set forth above constitute an active inducement of LECs, payphone customers and other customers to infringe the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. AT&T is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion and damages set forth above and other damages.

**COUNT XVIII  
GAMMINO v. DAVEL COMMUNICATIONS, INC.**

**INDUCEMENT TO INFRINGE UNITED  
STATES PATENT NO. 5,809,125**

80. The averments set forth in paragraphs 1 through 79 above are incorporated herein by reference.
81. The actions of Davel Communications, Inc. as set forth above constitute an active inducement of LECs to infringe the '125 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct and proximate result thereby. Davel Communications,

Inc. is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '125 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XIX  
GAMMINO v. VERIZON WIRELESS**

**INDUCEMENT TO INFRINGE UNITED STATES  
PATENT NO. 5,812,650**

82. The averments set forth in paragraphs 1 through 81 above are incorporated herein by reference.
83. The actions of Verizon Wireless as set forth above constitute an active inducement of its cell phone customers to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result and proximate result thereby. Verizon Wireless is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XX**  
**GAMMINO v. VERIZON COMMUNICATIONS, INC.**

**INDUCEMENT TO INFRINGE UNITED STATES**  
**PATENT NO. 5,812,650**

84. The averments set forth in paragraphs 1 through 83 above are incorporated herein by reference.
85. The actions of Verizon Wireless as set forth above constitute an active inducement to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result and proximate result thereby. Verizon Communications as a partner of Verizon Wireless is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XXI**  
**GAMMINO v. VODAPHONE GROUP PLC**

**INDUCEMENT TO INFRINGE UNITED STATES**  
**PATENT NO. 5,812,650**

86. The averments set forth in paragraphs 1 through 85 above are incorporated herein by reference.
87. The actions of Verizon Wireless as set forth above constitute an active inducement to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result



and proximate result thereby. Vodaphone as a partner of Verizon Wireless is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XXII  
GAMMINO v. SPRINT**

**INDUCEMENT TO INFRINGE UNITED STATES  
PATENT NO. 5,812,650**

88. The averments set forth in paragraphs 1 through 87 above are incorporated herein by reference.
89. The actions of Sprint constitute an active inducement of its cell phone customers, LECs, payphone customers and other customers to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result and proximate result thereby. Sprint is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XXIII  
GAMMINO v. AT&T**

**INDUCEMENT TO INFRINGE UNITED STATES  
PATENT NO. 5,812,650**

90. The averments set forth in paragraphs 1 through 89 above are incorporated herein by reference.
91. The actions of AT&T as set forth above constitute an active inducement of LECs, payphone customers and other customers to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result and proximate result thereby. AT&T is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

**COUNT XXIV  
GAMMINO v. DAVEL COMMUNICATIONS, INC.**

**INDUCEMENT TO INFRINGE UNITED STATES  
PATENT NO. 5,812,650**

92. The averments set forth in paragraphs 1 through 91 above are incorporated herein by reference.
93. The actions of Davel Communications, Inc. as set forth above constitute an active inducement of LECs to infringe the '650 Patent under 35 U.S.C. §271(b) and have caused Mr. Gammino damages as a direct result and proximate result thereby. Davel

Communications, Inc. is jointly and severally liable to Mr. Gammino for all damages suffered by Mr. Gammino as a result of the infringement of the '650 Patent including lost income, profits, and/or royalties, the elimination and/or reduction of business opportunities, market erosion, damages set forth above, and other damages.

WHEREFORE, Plaintiff John R. Gammino prays:

- (a) that Verizon Wireless be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (b) that Verizon Communications be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (c) that Vodaphone be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (d) that Sprint be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (e) that AT&T be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (f) that Davel Communications, Inc. be adjudged to have infringed United States Letters Patent No. 5,809,125;
- (g) that Verizon Wireless be adjudged to have infringed United States Letters Patent No. 5,812,650;
- (h) that Verizon Communications be adjudged to have infringed United States Letters Patent No. 5,812,650;

- (i) that Vodaphone be adjudged to have infringed United States Letters Patent No. 5,812,650;
- (j) that Sprint be adjudged to have infringed United States Letters Patent No. 5,812,650;
- (k) that AT&T be adjudged to have infringed United States Letters Patent No. 5,812,650;
- (l) that Davel be adjudged to have infringed United States Letters Patent No. 5,812,650;
- (m) that Verizon Wireless, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (n) that Verizon Communications, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (o) that Vodaphone, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice

- of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (p) that Sprint, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (q) that AT&T, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (r) that Davel, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,809,125;
- (s) that Verizon Wireless, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;

- (t) that Verizon Communications, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;
- (u) that Vodaphone, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;
- (v) that Sprint, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;
- (w) that AT&T, their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;
- (x) that Davel Communications, Inc., their respective officers, agents, servants, employees and attorneys, and those

persons in active concert or participation with them who receive actual notice of the Order, be preliminarily and permanently enjoined from infringing United States Letters Patent No. 5,812,650;

- (y) that Verizon Wireless account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (z) that Verizon Communications account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (aa) that Vodaphone account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (bb) that Sprint account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (cc) that AT&T account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (dd) that Davel Communications, Inc. account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,809,125;
- (ee) that Verizon Wireless account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;

- (ff) that Verizon Communications account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;
- (gg) that Vodaphone account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;
- (hh) that Sprint account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;
- (ii) that AT&T account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;
- (jj) that Davel account for damages to John R. Gammino for its infringement of United States Letters Patent No. 5,812,650;
- (kk) that the damages in this judgment be trebled in accordance with 35 U.S.C. §284 for the willful and deliberate infringement of United States Letters Patent No. 5,809,125;
- (ll) that the damages in this judgment be trebled in accordance with 35 U.S.C. §284 for the willful and deliberate infringement of United States Letters Patent No. 5,812,650;
- (mm) that John R. Gammino be awarded punitive and exemplary damages against Verizon Wireless;
- (nn) that John R. Gammino be awarded punitive and exemplary damages against Verizon Communications;



- (oo) that John R. Gammino be awarded punitive and exemplary damages against Vodaphone;
- (pp) that John R. Gammino be awarded punitive and exemplary damages against Sprint;
- (qq) that John R. Gammino be awarded punitive and exemplary damages against AT&T;
- (rr) that John R. Gammino be awarded punitive and exemplary damages against Davel;
- (ss) that an assessment be awarded to plaintiff of interest on the damages so computed;
- (tt) that the Court declare this case exceptional and award John R. Gammino his reasonable attorney fees and costs pursuant to 35 U.S.C. §285; and


(uu) that John R. Gammino receive such other and further relief  
as this Honorable Court shall deem just and proper.

JURY TRIAL DEMANDED

FLAMM, BOROFF & BACINE, P.C.

Date: 9-10-04

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