

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

THE PACID GROUP, LLC
Plaintiff,

v.

Civil Action No. _____

- (1) 2WIRE, INC;
 - (2) 3COM CORP.;
 - (3) ACER AMERICA CORP.;
 - (4) ACER, INC.;
 - (5) BROTHER INDUSTRIES, LTD.;
 - (6) BROTHER INDUSTRIES (U.S.A.) INC.;
 - (7) BROTHER INTERNATIONAL CORP.;
 - (8) CANON U.S.A., INC.;
 - (9) CANON INC.;
 - (10) CANON IMAGING SYSTEMS, INC.
 - (11) NEC COMPUTERS, INC.;
 - (12) NEC CORP.;
 - (13) NEC CORPORATION OF AMERICA;
 - (14) NEC ELECTRONICS AMERICA, INC.;
 - (15) NEC ELECTRONICS, INC;
 - (16) NEC USA, INC.;
 - (17) NOKIA CORP.;
 - (18) NOKIA, INC.;
 - (19) NOKIA MOBILE PHONES, INC.;
 - (20) PANASONIC COMMUNICATIONS
CORPORATION OF AMERICA
 - (21) PANASONIC CORP.;
 - (22) PANASONIC CORPORATION OF
NORTH AMERICA;
 - (23) PANASONIC MOBILE
COMMUNICATIONS CO. LTD.;
 - (24) PANASONIC MOBILE
COMMUNICATIONS DEVELOPMENT
CORPORATION OF USA;
 - (25) PANASONIC PERSONAL COMPUTER
CO.;
 - (26) SHARP CORP.;
 - (27) SHARP ELECTRONICS CORP.;
 - (28) THOMSON, INC.;
 - (29) THOMSON, S.A. and
 - (30) THOMSON U.S., INC.
- Defendants.

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement in which Plaintiff, The PACid Group, LLC, complains against the Defendants, 2Wire, Inc., 3Com Corp., Acer America Corp., Acer, Inc., Brother Industries, Ltd., Brother Industries (U.S.A.) Inc., Brother International Corp., Canon U.S.A., Inc., Canon Inc., Canon Imaging Systems, Inc., NEC Computers, Inc., NEC Corp., NEC Corporation of America, NEC Electronics America, Inc., NEC Electronics, Inc., NEC USA, Inc., Nokia Corp., Nokia, Inc., Nokia Mobile Phones, Inc., Panasonic Communications Corporation of America, Panasonic Corp., Panasonic Corporation of North America, Panasonic Mobile Communications Co. Ltd., Panasonic Mobile Communications Development Corporation of USA, Panasonic Personal Computer Co., Sharp Corp, Sharp Electronics Corp., Thomson, Inc., Thomson, S.A. and Thomson U.S., Inc. (collectively the “Defendants”), as follows:

PARTIES

1. The PACid Group, LLC (“PACid”) is a Texas limited liability company with its principal place of business at Energy Center, 719 West Front Street, Suite 174, Tyler, Texas 75702-7965.

2. On information and belief, Defendant 2Wire, Inc. (“2Wire”) is a Delaware corporation with its principal place of business at 1704 Automation Pkwy, San Jose, CA 95131-1873. This Defendant has appointed Incorporating Services, Ltd., 3500 South Dupont Highway, Dover, Delaware 19901 as its agent for service of process.

3. On information and belief, Defendant 3Com Corp. (“3Com”) is a Delaware corporation with its principal place of business at 350 Campus Drive, Marlborough, MA 01752. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 as its agent for service of process.

4. On information and belief, Defendant Acer America Corp. (“Acer Corp.”) is a California corporation with its principal place of business at 333 W San Carlos St, Suite 1500, San Jose, CA 95110-2738. This Defendant has appointed CT Corp System, 350 N. St. Paul Street, Dallas, TX 75201-4240 as its agent for service of process.

5. On information and belief, Defendant Acer, Inc. (“Acer”) is a Virginia corporation with its principal place of business at 8F, 88, Sec. 1, Hsin Tai Wu Rd., Hsichih, Taipei, Hsien 221, Taiwan, R.O.C. This Defendant has appointed Annie Chen, Director, 2207 Beacon Ln, Falls Church, VA 22043-1743 as its agent for service of process.

6. On information and belief, Defendant Brother Industries, Ltd. (“Brother Ltd.”) is a Japanese corporation with its principal place of business at 15-1 Naeshiro-cho, Mizuho-ku, Nagoya 467-8561. Upon information and belief, this defendant may be served via its registered agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and/or this defendant may also be served at 15-1 Naeshiro-cho, Mizuho-ku, Nagoya 467-8561, and/or at 2950 Brother Blvd, Memphis, TN 38133-3910 via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

7. On information and belief, Defendant Brother Industries (U.S.A.) Inc. (“Brother USA”) is a Delaware corporation with its principal place of business at 2950 Brother Blvd, Memphis, TN 38133-3910. This Defendant has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its agent for service of process.

8. On information and belief, Defendant Brother International Corp. (“Brother International”) is a Delaware corporation with its principal place of business at 100 Somerset Corporate Blvd, Bridgewater, New Jersey 08807-0911. This Defendant has appointed The

Prentice-Hall Corporation System, Inc., 2711 Centerville, Road Suite 400, Wilmington, DE 19808 as its agent for service of process.

9. On information and belief, Defendant Canon U.S.A., Inc. (“Canon USA”) is a New York corporation with its principal place of business at 1 Canon Plaza, Lake Success, New York, NY 11042. This Defendant has appointed CT Corporation Systems, 111 8th Avenue, New York, NY 10011 as its agent for service of process.

10. On information and belief, Defendant Canon Inc. (“Canon”) is a Japan corporation with its principal place of business at 30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan. This Defendant has appointed CT Corporation Systems, 111 8th Avenue, new York, NY 10011 as its agent for service of process.

11. On information and belief, Defendant Canon Imaging Systems, Inc. (“Canon Imaging”) is a New York corporation with its principal place of business at 4F., PLAKA2, 1-2, Sasaguchi, Niigata, Niigata 950-0911, Japan. This Defendant has appointed CT Corporation Systems, 111 8th Avenue, New York, NY 10011 as its agent for service of process.

12. On information and belief, Defendant NEC Computers, Inc. (“NEC Computers”) is a Delaware corporation with its principal place of business at 15 Business Park Way, Sacramento, CA 95828. This Defendant has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its agent for service of process.

13. On information and belief, Defendant NEC Corp. (“NEC”) is a California corporation with its principal place of business at 7-1, Shiba 5-chome, Minato-ku, Tokyo 108-8001 Japan. This Defendant has appointed Kerry Osaki, 2600 Nutwood Ave, Suite 275, Fullerton, CA 92831-3137 as its agent for service of process.

14. On information and belief, Defendant NEC Corporation of America (“NEC Corp.”) is a Delaware corporation with its principal place of business at 6535 N. State Hwy 161, Irving, TX 75039-2402. This Defendant has appointed Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 as its agent for service of process.

15. On information and belief, Defendant NEC Electronics America, Inc. (“NEC America”) is a California corporation with its principal place of business at 2880 Scott Blvd., Santa Clara, CA 95050-2554. This Defendant has appointed CT Corp, 350 N. Saint Paul Street, Dallas, TX 75201-4240 as its agent for service of process.

16. On information and belief, Defendant NEC Electronics, Inc. (“NEC Electronics”) is a California corporation with its principal place of business at 2880 Scott Blvd., Santa Clara, CA. This Defendant has appointed CT Corp, 350 N. St. Paul Street, Dallas, TX 75201-4240 as its agent for service of process.

17. On information and belief, Defendant NEC USA, Inc. (“NEC USA”) is a Delaware corporation with its principal place of business at 8 Corporate Center Dr., Melville, NY 11747-3112. This Defendant has appointed The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its agent for service of process.

18. On information and belief, Defendant Nokia Corp. (“Nokia”) is incorporated in Finland, with a principal place of business at Nokia House, Keilalahdentie 4, Espoo 02150, Finland. On information and belief, this defendant may be served via its registered agent, National Registered Agents, Inc. – DE at 160 Greentree Drive, Suite 101, Dover, Delaware, and/or this Defendant may also be served at Nokia House, Keilalahdentie 2-4, P.O. Box 226, FIN-00045 Nokia Group, Finland, and/or at 6000 Connection Drive, Irving, Texas 75039, via an

officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

19. On information and belief, Defendant Nokia, Inc. (“Nokia, Inc.”) is a Delaware corporation with its principal place of business at 6000 Connection Drive, Irving, Texas 75039-2600. This Defendant has appointed National Registered Agents, Inc., 160 Greentree Drive Suite 101, Dover, Delaware 19904 as its agent for service of process.

20. On information and belief, Defendant Nokia Mobile Phones, Inc. (“Nokia Mobile”) is a Delaware corporation with its principal place of business at 6000 Connection Drive, Irving, Texas 75039-2600. This Defendant has appointed United States Corporation Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its agent for service of process.

21. On information and belief, Defendant Panasonic Communications Corporation of America (“Panasonic Communications”) is a Delaware corporation with its principal place of business at 7625 Panasonic Way 31B, San Diego, CA 92154-8204. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

22. On information and belief, Defendant Panasonic Corp. (“Panasonic”) is a Delaware corporation with its principal place of business at 1006 Oaza Kadoma, Kadoma, Osaka 571-850, Japan. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

23. On information and belief, Defendant Panasonic Corporation of North America (“Panasonic NA”) is a Delaware corporation with its principal place of business at 1 Panasonic

Way, Secaucus, NJ 07094-2917. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

24. On information and belief, Defendant Panasonic Mobile Communications Co. Ltd. (“Panasonic Mobile”) is a Delaware corporation with its principal place of business at One Panasonic Way, Secaucus, NJ 07094. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

25. On information and belief, Defendant Panasonic Mobile Communications Development Corporation of USA (“Panasonic Development”) is a Delaware corporation with its principal place of business at One Panasonic Way, Secaucus, NJ 07094. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

26. On information and belief, Defendant Panasonic Personal Computer Co. (“Panasonic Personal”) is a Delaware corporation with its principal place of business at 1 Panasonic Way, Secaucus, NJ 07094-2917. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

27. On information and belief, Defendant Sharp Corp. (“Sharp”) is a Delaware corporation with its principal place of business at 22-22 Hagiike-cho, Abeno-ku, Osaka, 545-8522, Japan. This Defendant has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 as its agent for service of process.

28. On information and belief, Defendant Sharp Electronics Corp. (“Sharp Electronics”) is a New York corporation with its principal place of business at Sharp Plaza, Mahwah, NJ 07495. This Defendant has appointed C T Corporation System, 111 8th Avenue, New York, NY 10011-5201 as its agent for service of process.

29. On information and belief, Defendant Thomson, Inc. (“Thomson”) is a Delaware corporation with its principal place of business at 10330 N. Meridan Street, Carmel, IN. This Defendant has appointed The Company Corporation, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

30. On information and belief, Defendant Thomson, S.A. (“Thomson SA”) is incorporated in France with a principal place of business at 46, quai A. Le Gallo, 92100, Boulogne-Billancourt, France. Upon information and belief, this defendant may be served via its registered agent The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and/or this defendant may also be served at 46, quai A. Le Gallo, 92100, Boulogne-Billancourt, France, and/or at 1165 Northchase Parkway SE, Marietta, GA 30067, via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

31. On information and belief, Defendant Thomson U.S., Inc. (“Thomson US”) is a Delaware corporation with its principal place of business at 10330 N. Meridan Street, Carmel, IN. This Defendant has appointed The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 as its agent for service of process.

JURISDICTION AND VENUE

32. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

33. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, each Defendant has transacted business in this district, and has committed and/or induced acts of patent infringement in this district.

34. On information and belief, Defendants are subject to this Court's specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

COUNT I

INFRINGEMENT OF U.S. PATENT NO. 5,963,646

35. PACid is the owner by assignment of United States Patent No. 5,963,646 ("the '646 Patent") entitled "Secure Deterministic Encryption, Key Generator System and Method." The '646 Patent issued on October 5, 1999. A true and correct copy of the '646 Patent is attached as Exhibit A.

36. Guy Fielder and Paul Alito are the named inventors on the '646 Patent.

37. Upon information and belief, Defendant 2Wire has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing

to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain 2Wire products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain 2Wire products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant 2Wire. Defendant 2Wire is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

38. Upon information and belief, Defendant 3Com has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain 3Com products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain 3Com products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by

Defendant 3Com. Defendant 3Com is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

39. Upon information and belief, Defendant Acer Corp. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Acer Corp. products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Acer Corp. products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Acer Corp. Defendant Acer Corp. is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

40. Upon information and belief, Defendant Acer has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Acer products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Acer products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash

operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Acer. Defendant Acer is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

41. Upon information and belief, Defendant Brother Ltd. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother Ltd. products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Brother Ltd. products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother Ltd. Defendant Brother Ltd. is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

42. Upon information and belief, Defendant Brother USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother USA products employing methods for generating pseudo-random,

symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Brother USA products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother USA. Defendant Brother USA is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

43. Upon information and belief, Defendant Brother International has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother International products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Brother International products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother International. Defendant Brother International is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

44. Upon information and belief, Defendant Canon USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Canon USA products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Canon USA products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Canon USA. Defendant Canon USA is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

45. Upon information and belief, Defendant Canon has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Canon products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Canon products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over

wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Canon. Defendant Canon is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

46. Upon information and belief, Defendant Canon Imaging has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Canon Imaging products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Canon Imaging products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Canon Imaging. Defendant Canon Imaging is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

47. Upon information and belief, Defendant NEC Computers has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC Computers products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC Computers products include program instructions

executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Computers. Defendant NEC Computers is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

48. Upon information and belief, Defendant NEC has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC. Defendant NEC is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

49. Upon information and belief, Defendant NEC Corp. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or

offering to sell certain NEC Corp. products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC Corp. products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Corp. Defendant NEC Corp. is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

50. Upon information and belief, Defendant NEC America has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC America products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC America products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC America. Defendant NEC America is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

51. Upon information and belief, Defendant NEC Electronics has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC Electronics products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC Electronics products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Electronics. Defendant NEC Electronics is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

52. Upon information and belief, Defendant NEC USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC USA products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain NEC USA products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data

transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC USA. Defendant NEC USA is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

53. Upon information and belief, Defendant Nokia has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Nokia products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia. Defendant Nokia is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

54. Upon information and belief, Defendant Nokia, Inc. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia, Inc. products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Nokia, Inc. products include program instructions executable to

generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia, Inc. Defendant Nokia, Inc. is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

55. Upon information and belief, Defendant Nokia Mobile has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia Mobile products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Nokia Mobile products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia Mobile. Defendant Nokia Mobile is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

56. Upon information and belief, Defendant Panasonic Communications has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing,

selling or offering to sell certain Panasonic Communications products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Panasonic Communications products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Communications. Defendant Panasonic Communications is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

57. Upon information and belief, Defendant Panasonic has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Panasonic products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic. Defendant Panasonic is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

58. Upon information and belief, Defendant Panasonic NA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic NA products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Panasonic NA products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic NA. Defendant Panasonic NA is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

59. Upon information and belief, Defendant Panasonic Mobile has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Mobile products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Panasonic Mobile products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and

decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Mobile. Defendant Panasonic Mobile is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

60. Upon information and belief, Defendant Panasonic Development has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Development products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Panasonic Development products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Development. Defendant Panasonic Development is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

61. Upon information and belief, Defendant Panasonic Personal has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Personal products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the

injury of PACid. For example, certain Panasonic Personal products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Personal. Defendant Panasonic Personal is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

62. Upon information and belief, Defendant Sharp has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Sharp products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Sharp products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Sharp. Defendant Sharp is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

63. Upon information and belief, Defendant Sharp Electronics has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district,

and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Sharp Electronics products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Sharp Electronics products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Sharp Electronics. Defendant Sharp Electronics is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

64. Upon information and belief, Defendant Thomson has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Thomson products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Thomson. Defendant Thomson is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

65. Upon information and belief, Defendant Thomson SA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson SA products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Thomson SA products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Thomson SA. Defendant Thomson SA is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

66. Upon information and belief, Defendant Thomson US has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '646 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson US products employing methods for generating pseudo-random, symmetric encryption keys covered by one or more claims of the '646 Patent to the injury of PACid. For example, certain Thomson US products include program instructions executable to generate encryption keys by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a message digest from which the encryption key is extracted. The encryption keys are used to encrypt and decrypt data

transmitted over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Thomson US. Defendant Thomson US is thus liable for infringement of the '646 Patent pursuant to 35 U.S.C. § 271.

COUNT II

INFRINGEMENT OF U.S. PATENT NO. 6,049,612

67. PACid is the owner by assignment of United States Patent No. 6,049,612 (“the ‘612 Patent”) entitled “File Encryption Method and System.” The ‘612 Patent issued on April 11, 2000. A true and correct copy of the ‘612 Patent is attached as Exhibit B.

68. Guy Fielder and Paul Alito are the named inventors on the ‘612 Patent.

69. Upon information and belief, Defendant 2Wire has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the ‘612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain 2Wire products employing methods for protecting information files from unauthorized access covered by one or more claims of the ‘612 Patent to the injury of PACid. For example, certain 2Wire products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant 2Wire. Defendant 2Wire is thus liable for infringement of the ‘612 Patent pursuant to 35 U.S.C. § 271.

70. Upon information and belief, Defendant 3Com has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain 3Com products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain 3Com products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant 3Com. Defendant 3Com is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

71. Upon information and belief, Defendant Acer Corp. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Acer Corp. products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Acer Corp. products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to

produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Acer Corp. Defendant Acer Corp. is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

72. Upon information and belief, Defendant Acer has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Acer products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Acer products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Acer. Defendant Acer is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

73. Upon information and belief, Defendant Brother Ltd. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district,

and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother Ltd. products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Brother Ltd. products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother Ltd. Defendant Brother Ltd. is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

74. Upon information and belief, Defendant Brother USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother USA products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Brother USA products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate

the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother USA. Defendant Brother USA is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

75. Upon information and belief, Defendant Brother International has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Brother International products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Brother International products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Brother International. Defendant Brother International is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

76. Upon information and belief, Defendant Canon USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or

offering to sell certain Canon USA products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Canon USA products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Canon USA. Defendant Canon USA is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

77. Upon information and belief, Defendant Canon has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Canon products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Canon products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by

the hardware/software made, used, sold and/or offered for sale by Defendant Canon. Defendant Canon is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

78. Upon information and belief, Defendant Canon Imaging has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Canon Imaging products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Canon Imaging products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Canon Imaging. Defendant Canon Imaging is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

79. Upon information and belief, Defendant NEC Computers has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC Computers products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of

PACid. For example, certain NEC Computers products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Computers. Defendant NEC Computers is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

80. Upon information and belief, Defendant NEC has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain NEC products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC. Defendant NEC is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

81. Upon information and belief, Defendant NEC Corp. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC Corp. products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain NEC Corp. products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Corp. Defendant NEC Corp. is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

82. Upon information and belief, Defendant NEC America has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC America products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain NEC America products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a

secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC America. Defendant NEC America is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

83. Upon information and belief, Defendant NEC Electronics has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC Electronics products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain NEC Electronics products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC Electronics. Defendant NEC Electronics is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

84. Upon information and belief, Defendant NEC USA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain NEC USA products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain NEC USA products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant NEC USA. Defendant NEC USA is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

85. Upon information and belief, Defendant Nokia has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Nokia products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and

performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia. Defendant Nokia is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

86. Upon information and belief, Defendant Nokia, Inc. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia, Inc. products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Nokia, Inc. products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia, Inc. Defendant Nokia, Inc. is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

87. Upon information and belief, Defendant Nokia Mobile has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or

contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Nokia Mobile products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Nokia Mobile products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Nokia Mobile. Defendant Nokia Mobile is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

88. Upon information and belief, Defendant Panasonic Communications has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Communications products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic Communications products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption

key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Communications. Defendant Panasonic Communications is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

89. Upon information and belief, Defendant Panasonic has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic. Defendant Panasonic is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

90. Upon information and belief, Defendant Panasonic Corp. has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or

contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Corp. products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic Corp. products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Corp. Defendant Panasonic Corp. is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

91. Upon information and belief, Defendant Panasonic Mobile has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Mobile products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic Mobile products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The

executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Mobile. Defendant Panasonic Mobile is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

92. Upon information and belief, Defendant Panasonic Development has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Development products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic Development products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Development. Defendant Panasonic Development is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

93. Upon information and belief, Defendant Panasonic Personal has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district,

and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Panasonic Personal products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Panasonic Personal products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Panasonic Personal. Defendant Panasonic Personal is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

94. Upon information and belief, Defendant Sharp has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Sharp products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Sharp products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of

the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Sharp. Defendant Sharp is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

95. Upon information and belief, Defendant Sharp Electronics has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Sharp Electronics products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Sharp Electronics products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Sharp Electronics. Defendant Sharp Electronics is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

96. Upon information and belief, Defendant Thomson has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson products employing methods for protecting information files

from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Thomson products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Thomson. Defendant Thomson is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

97. Upon information and belief, Defendant Thomson SA has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson SA products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Thomson SA products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for

sale by Defendant Thomson SA. Defendant Thomson SA is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

98. Upon information and belief, Defendant Thomson US has been and now is directly and jointly infringing, and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '612 Patent in the State of Texas, in this judicial district, and elsewhere in the United States, by, among other things, making, using, importing, selling or offering to sell certain Thomson US products employing methods for protecting information files from unauthorized access covered by one or more claims of the '612 Patent to the injury of PACid. For example, certain Thomson US products include program instructions executable to generate encryption keys and encrypt information files by combining a constant value with a secret plural bit sequence, and performing a secure hash operation on the shuffled bit result to produce a pseudo-random result from which the encryption key is extracted. The executable program instructions then use the encryption keys to encrypt information files and concatenate the constant value to a beginning of the encrypted information file prior to transmission over wireless networks that are enabled by the hardware/software made, used, sold and/or offered for sale by Defendant Thomson US. Defendant Thomson US is thus liable for infringement of the '612 Patent pursuant to 35 U.S.C. § 271.

99. On information and belief, to the extent any marking was required by 35 U.S.C. § 287, all predecessors in interest to the '646, and/or '612 Patents complied with any such requirements.

100. To the extent that facts learned in discovery show that Defendants' infringement of the '646 and/or '612 Patents is or has been willful, PACid reserves the right to request such a finding at time of trial.

101. As a result of these Defendants' infringement of the '646 and/or 612 Patents, PACid has suffered monetary damages in an amount not yet determined, and will continue to suffer damages in the future unless Defendants' infringing activities are enjoined by this Court.

102. Unless a permanent injunction is issued enjoining these Defendants and their agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '646 and/or '612 Patents, PACid will be greatly and irreparably harmed.

PRAYER FOR RELIEF

WHEREFORE, PACid respectfully requests that this Court enter:

1. A judgment in favor of PACid that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '646 and/or '612 Patents, and that such infringement was willful;

2. A judgment and order requiring Defendants to pay PACid its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '646 and/or '612 Patents as provided under 35 U.S.C. § 284;

3. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '646 and/or '612 Patents;

4. A judgment and order requiring Defendants to pay PACid its damages, enhanced damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '646 and/or '612 Patents;

5. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to PACid its reasonable attorneys' fees; and

6. Any and all other relief to which PACid may show itself to be entitled.

DEMAND FOR JURY TRIAL

PACid, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

December 19, 2008

Respectfully submitted,

THE PACIDGROUP, LLC

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