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3:02-CV-00527 KYOCERA WIRELESS V. MLR, LLC

1

CMP.

1 Anthony J. Dain (Bar No. 98947)
2 Stephen C. Beuerle (Bar No. 181990)
3 Frederick K. Taylor (Bar No. 159838)
4 Frederic G. Ludwig, III (Bar No. 205332)
5 PROCOPIO, CORY, HARGREAVES
6 & SAVITCH LLP
7 530 B Street, Suite 2100
8 San Diego, California 92101-4469
9 Telephone: (619) 238-1900
10 Facsimile: (619) 235-0398

11 Attorneys for Plaintiff,
12 KYOCERA WIRELESS CORPORATION,
13 a Delaware corporation

FILED
02 MAR 20 PM 4:18
DEPUTY
[Signature]

14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

16 KYOCERA WIRELESS CORP., a Delaware
17 corporation,

18 Plaintiff,

19 v.

20 MLR, LLC, a Virginia limited liability
21 company, and DOES 1 through 20,

22 Defendants.

Case No. '02 CV 0527 W (CGA)

COMPLAINT FOR
DECLARATORY RELIEF

23 Plaintiff, KYOCERA WIRELESS CORPORATION, a Delaware corporation
24 ("KYOCERA"), brings this action and hereby alleges as follows:

25 NATURE OF ACTION

26 1. This is a Declaratory Judgment action for a declaration of invalidity and non-
27 infringement of U.S. Patent Nos. 5,353,334 (the "334 Patent"), 5,854,985 (the "985 Patent"),
28 6,134,453 (the "453 Patent"), 5,640,444 (the "444 Patent"), 5,367,563 (the "563 Patent"), and re-
issued patent number 37,141 (the "141 Patent"), collectively, the "MLR Patents."

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COMPLAINT

ORIGINAL

CV

PARTIES

2 2. KYOCERA is a corporation organized under, and existing by virtue of, the laws of
3 the state of Delaware, with its principal place of business located at 10300 Campus Point Drive,
4 San Diego, California 92121.

5 3. On information and belief, KYOCERA alleges MLR, LLC ("MLR") is a limited
6 liability company organized under, and existing by virtue of, the laws of the state of Virginia,
7 with its principal place of business located at 8180 Greensboro Drive, Suite 800, McLean,
8 Virginia 22102.

9 4. The true names and capacities of Defendants DOES 1 through 20, inclusive, are
10 unknown to KYOCERA, who therefore sues said Defendants by such fictitious names. As soon
11 as the true names of DOES 1 through 20 have been ascertained, KYOCERA will amend this
12 Complaint accordingly. KYOCERA is informed and believes and on that basis alleges that
13 DOES 1 through 20 claim an interest adverse to KYOCERA's in the inventions hereinafter
14 described.

JURISDICTION AND VENUE

15
16 5. This Court has personal jurisdiction over MLR, who has purposefully availed
17 itself of the laws of the State of California.

18 6. This Court has subject matter jurisdiction under 28 U.S.C. §§ 2201, 2202, and
19 1338, as a declaratory judgment action arising under the Patent Laws, Title 35 of the United
20 States Code, and the Declaratory Relief Act. Venue is proper in this district under 28 U.S.C. §§
21 1391 and 1400.

22 7. By letter dated February 19, 2002, attached hereto as Exhibit 1 and incorporated
23 herein by reference, MLR alleged that certain products manufactured by KYOCERA infringe one
24 or more of the claims of the MLR Patents, and stated its intention to seek legal protection from
25 infringement. This case thus presents an actual controversy within 28 U.S.C. § 2201.

FACTUAL ALLEGATIONS

26
27 8. KYOCERA is, and at all times relevant to the matters alleged in this Complaint
28 was, engaged in the business of, among other things, researching, developing, designing,

1 producing, and marketing various wireless telecommunications devices, and associated
2 technologies.

3 9. On information and belief, KYOCERA alleges that MLR is in the business of
4 developing technology related to wireless communications and computer networks, and licensing
5 such technology to businesses throughout the United States, including businesses in California.

6 10. On information and belief, MLR is the owner of all rights, title, and interest in the
7 MLR Patents set forth in paragraph 1, above.

8 11. On information and belief, KYOCERA alleges each of the MLR Patents generally
9 involves technology for telecommunications and computer networking.

10 12. The '334 Patent includes claim number 19 directed to an interface circuit for
11 connecting a computer device to an access device for a radio communications network to achieve
12 data transfer with a remote station.

13 13. The '985 Patent includes claim number 1 directed to a multi-modal device for
14 facilitating wireless communications over any one of a plurality of wireless communication
15 networks at least some of which may be available and operating at a given time and location
16 using differing radio frequency modulation protocols and over differing radio frequencies.

17 14. The '453 Patent includes claim number 1 directed to a multi-modal device for
18 facilitating wireless communications over any one of a plurality of wireless communication
19 networks at least some of which may be available and operating at a given time and location
20 using differing radio frequency modulation protocols and over differing radio frequencies.

21 15. The '444 Patent includes claim number 36 directed to a method of connecting a
22 portable personal data processing device to one of a plurality of public communications networks,
23 including at least one public radio network, to achieve transfer of data with a remote station.

24 16. The '563 Patent includes claim numbers 50 through 53 and 59, and 60 directed to
25 a method for upgrading a programmable interface device which drives a radio network interface
26 device for transfer of a data set between the programmable interface device and a remotely
27 located computing device over a radio network, so that the programmable interface device will
28 drive a specific new radio network interface device.

1 17. The '563 Patent includes claim number 62 directed to a kit for upgrading a
2 programmable interface device which drives a radio network interface device for transfer of a
3 data set between the programmable interface device and a remotely located computing device
4 over a radio network, so that the programmable interface device will drive a specific new radio
5 network interface device.

6 18. The '141 Patent includes claim numbers 26, 27, 29, and 37 directed to a cellular
7 computer data transmission interface device for allowing a portable computer having a
8 conventional data output terminal to operate a mobile cellular telephone having a cellular
9 transceiver linked via radio signals to a cellular system in response to bus-compatible control
10 signals generated by a control unit in response to direct operator input and supplied to the cellular
11 transceiver over a bus directly connected to the control unit and the cellular transceiver.

12 19. KYOCERA manufactures and sells a wireless communications device known as
13 the "QCP 6035 Smartphone" (the "Smartphone"), as well as other wireless communications
14 devices and personal digital assistants, collectively the "KYOCERA Products." The technology
15 for manufacturing the KYOCERA Products is highly confidential and proprietary.

16 20. On July 14, 2000, MLR notified KYOCERA in writing, at its corporate
17 headquarters in San Diego, alleging that KYOCERA's sale and distribution of multi-modal
18 cellular telephones, with digital and analogue data transfer capabilities, infringed one or more of
19 the MLR Patents. MLR offered no specifics as to which of its patents lay at the heart of this
20 dispute, but rather MLR explained that it had entered into license agreements, relating to the same
21 patents it alleged KYOCERA infringed, with at least 40 other businesses throughout the U.S.,
22 including the California-based companies 3Com Corporation and Smart Modular, Inc.

23 21. In this July 14th letter, MLR touted its prior successes in prosecuting patent
24 infringement cases, and attempted to coerce KYOCERA into entering into a blanket license
25 agreement for MLR's entire portfolio of patents, whereby KYOCERA would ostensibly acquire
26 rights to the MLR Patents it allegedly infringed. To facilitate this proposed transaction with
27 KYOCERA, MLR's president, Salvatore T. Marino ("Marino") offered to travel to California,
28 stating that he "would welcome telephone inquiries and suggest an early personal meeting."

1 22. KYOCERA responded to MLR's charges in a letter dated September 14, 2000,
2 stating that it would investigate this MLR's claims further.

3 23. On October 30, 2000, MLR sent a second letter to KYOCERA stating that the U.S.
4 Patent and Trademark Office issued MLR an additional patent on October 17, 2000 (Patent No.:
5 6,134,453). MLR again attempted to solicit a blanket license transaction with KYOCERA,
6 promising that this latest patent "adds further value to the portfolio of patent rights being offered
7 to Kyocera by MLR, LLC."

8 24. MLR sent a third letter to KYOCERA on December 7, 2000. In this letter, MLR
9 reiterated its charges of patent infringement by KYOCERA, claiming now that the Smartphone
10 infringed the MLR Patents. MLR further prompted KYOCERA to enter into a blanket license
11 agreement. MLR encouraged KYOCERA to act quickly, saying "the early licensees will get the
12 better deal. Therefore, if we can enter into an agreement, sooner as opposed to later, your client
13 can enjoy a competitive advantage."

14 25. On April 25, 2001, KYOCERA requested, in writing, that MLR clarify its claims
15 of patent infringement, and asked that MLR provide KYOCERA with claim charts supporting its
16 allegations of infringement.

17 26. On February 19, 2002, through its counsel, MLR sent KYOCERA a final letter
18 further alleging patent infringement from KYOCERA's sale of the Smartphone, and the
19 KYOCERA Products. MLR's counsel boasted of its legal prowess in field of patent litigation,
20 and proclaimed having obtained over \$400 million dollars for its clients in "22 consecutive multi-
21 million dollar jury verdicts." Within the letter, MLR threatened KYOCERA, stating "[t]he long
22 delay in addressing the issues and determining whether or not a settlement can be reached has to
23 end." As such, MLR gave KYOCERA until March 20, 2002 to meet its demand to pay a "fully
24 paid-up lump-sum" \$108 million royalty and enter into a license agreement with MLR, or
25 presumably face defending a lawsuit for patent infringement.

26 27. KYOCERA continues to make, use, sell, and/or offer for sale the Smartphone, and
27 other KYOCERA Products, that MLR incorrectly claims infringe the MLR Patents. Since
28 KYOCERA does not infringe the MLR Patents, and such patents are unenforceable and invalid,

1 KYOCERA does not wish to enter into a \$108 million license agreement with MLR for the MLR
2 Patents. Thus, KYOCERA is under a reasonable and serious apprehension that it will imminently
3 face a lawsuit by MLR for infringement of one or more of the MLR Patents. An actual
4 controversy exists between KYOCERA and MLR concerning whether KYOCERA infringes the
5 MLR Patents, and whether such patents are unenforceable and invalid.

6 **FIRST CLAIM FOR RELIEF**
7 **(NON-INFRINGEMENT)**

8 28. KYOCERA hereby realleges and incorporates by this reference paragraphs 1
9 through 27 above as though fully set forth herein.

10 29. Each of the claims of each of the MLR Patents must be restricted to a combination
11 that includes all of the particular, specific structural, method, protocol, and process details called
12 for in the specifications, certain details of which are not embodied in the Smartphone, or the
13 KYOCERA Products, or the process used to manufacture the Smartphone or any other product or
14 process used or sold by KYOCERA.

15 30. The process used by KYOCERA for producing the Smartphone, and the
16 KYOCERA Products, are substantially different from any of the processes taught and claimed in
17 the MLR Patents, do not include all of the elements of any of the claims of the MLR Patents, and
18 hence do not infringe any of the claims of the MLR Patents.

19 31. The Smartphone product, as well as the KYOCERA Products, also differ
20 substantially from any of the products taught and claimed in the MLR Patents, do not include all
21 of the elements of any of the claims of the MLR Patents, and hence do not infringe any of the
22 claims of the MLR Patents.

23 32. KYOCERA seeks a declaration that the MLR Patents are not, and have not been,
24 infringed by KYOCERA, the Smartphone, or any other KYOCERA Products.

25 **SECOND CLAIM FOR RELIEF**
26 **(INVALIDITY)**

27 33. KYOCERA hereby realleges and incorporates by this reference paragraphs 1
28 through 32 above as though fully set forth herein.

1 34. KYOCERA alleges that each of the MLR Patents are invalid for one or more of
2 the following reasons:

3 a. The alleged inventors of the MLR Patents were not the first, true, and joint
4 inventors of the alleged improvements purportedly described in such patents, but on the contrary,
5 the same methods and products in all material and substantial respects were invented, known to,
6 or used by others in this country before the inventors' alleged invention thereof, were patented
7 and/or described in a printed publication in this or a foreign country before the alleged invention
8 thereof by the applicants for the MLR Patents, or were patented and/or described in a printed
9 publication in this or a foreign country or in public use or on sale in this country before the
10 respective filing dates of the applications which became the MLR Patents.

11 b. By reason of the proceedings in the Patent and Trademark Office during
12 the prosecution of the applications which resulted in the MLR Patents as shown by the file
13 histories thereof, MLR is estopped to claim for such patents a construction that would cause said
14 patents to cover or include any product manufactured, used, or sold or any process or method
15 used by KYOCERA.

16 c. The alleged invention of each of the MLR Patents was made by another in
17 this country before the inventors' alleged inventions, and such other person had not abandoned,
18 suppressed, or concealed it.

19 d. The MLR Patents, and each of the claims thereof, are invalid under Title
20 35 U.S.C. § 103 because the differences between the subject matter of the claims that MLR seeks
21 to enforce and the prior art are such that the subject matter as a whole would have been obvious at
22 the time the alleged invention was made to a person having ordinary skill in the art to which the
23 subject matter of the respective alleged inventions pertain.

24 e. The MLR Patents do not particularly point out and distinctly point out and
25 distinctly claim the part, improvement, or combination which the patentees claim as their
26 invention, as required by Title 35, United States Code.

27 f. The specification of each of the MLR Patents does not contain a written
28 description of the alleged invention and of the manner and process of making and using it, in such

1 full, clear, concise, and exact terms as to enable any person skilled in the art or science to which it
2 pertains, or with which it is most nearly connected, to make, construct, and/or use the same, and
3 the description does not adequately explain the principle or the best mode in which the patentee
4 contemplated applying the principle so as to distinguish it from the other inventions, as required
5 by Title 35, United States Code.

6 g. The claims, and each of them, of the MLR Patents are excessively vague
7 and indefinite and do not distinctly point out and define the invention.

8 h. The alleged invention or discovery of each of the MLR Patents was
9 disclosed in a United States patent of another, the application for which was filed before the
10 alleged invention by the patentee of each of the patents in this suit.

11 i. Before the alleged invention or discovery by each of the inventors, the
12 alleged invention of each of the MLR Patents was known or used by others than the alleged
13 inventors and was on sale in this country or was patented or described in printed publications in
14 this or a foreign country.

15 35. KYOCERA seeks a declaration that the MLR Patents are invalid and/or
16 unenforceable.

17 WHEREFORE, Plaintiff KYOCERA requests judgment as follows:

- 18 1. U.S. Patent Nos. 5,353,334, 5,854,985, 6,134,453, 5,640,444, 5,367,563, and re-
19 issued patent number 37,141 are invalid and/or unenforceable;
- 20 2. KYOCERA has not infringed, induced others to infringe, or contributed to
21 infringement of any of the claims of U.S. Patent Nos. 5,353,334, 5,854,985,
22 6,134,453, 5,640,444, 5,367,563, and re-issued patent number 37,141;
- 23 3. MLR, its officers, directors, agents, counsel, servants, and employees and all
24 persons in active concert or participation with any of them, be enjoined from
25 charging infringement of or instituting any action for infringement of U.S. Patent
26 Nos. 5,353,334, 5,854,985, 6,134,453, 5,640,444, 5,367,563, and re-issued patent
27 number 37,141 against KYOCERA or any of this customers;

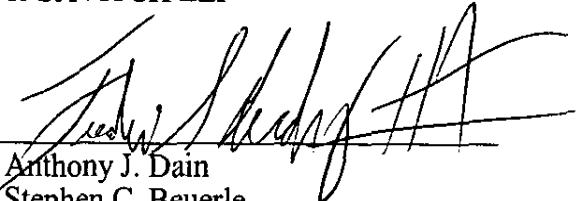
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- 4. This is an exceptional case under 35 U.S.C. § 285 and KYOCERA be awarded its reasonable attorneys' fees, expenses, and costs in this action; and
- 5. For such other and further relief as the court deems just and proper.

DATED: March 20, 2002

PROCOPIO CORY HARGREAVES
& SAVITCH LLP

By: 

Anthony J. Dain
Stephen C. Beuerle
Frederick K. Taylor
Frederic G. Ludwig, III
Attorneys for Plaintiff,
KYOCERA WIRELESS CORPORATION,
a Delaware corporation

NIRO, SCAVONE, HALLER & NIRO

RAYMOND P. NIRO
THOMAS G. SCAVONE
TIMOTHY J. HALLER
WILLIAM L. NIRO
JOSEPH N. HOSTENY, III
ROBERT A. VITALE, JR.
JOHN C. JANKA
PAUL K. VICKREY
MICHAEL P. MAZZA
DEAN D. NIRO
RAYMOND P. NIRO, JR.
KEITH A. VOGT
PATRICK F. SOLON

181 WEST MADISON STREET-SUITE 4600
CHICAGO, ILLINOIS 60602-4515

TELEPHONE (312) 236-0733

FACSIMILE (312) 236-3137

February 19, 2002

ARTHUR A. GASEY
CHRISTOPHER J. LEE
DAVID J. SHEIKH
VASILIOS D. DOSSAS
ROBERT P. GREENSPOON
SALLY WIGGINS
RICHARD B. MEGLEY, JR.
PAUL C. GIBBONS
WILLIAM W. FLACHSBART
GREGORY P. CASIMER
DOUGLAS M. HALL
DINA M. PASCARELLI
FREDERICK C. LANEY

This letter contains information being disclosed as part of settlement discussions. Neither the document nor its contents can be used in any litigation and will be treated as coming under Fed.R.Evid. 408.

Via Federal Express

Scott C. Harris, Esq.
Fish & Richardson P.C.
4350 La Jolla Village Drive
Suite 500
San Diego, CA 92122

Re: MLR, LLC Wireless Data Patents/Kyocera Wireless

Dear Mr. Harris:

As you may know, we were recently retained by MLR, LLC to represent it in the licensing and enforcement of its patents in the field of wireless data communication. We understand that you were representing Kyocera, and had extensive communication directly with MLR until April 2001, at which time MLR's CEO, Sal Marino, was referred back to Kyocera. Subsequent letters sent by MLR directly to Kyocera, on May 16, 2001, and August 8, 2001, went unanswered. Given this history, we thought it best to contact you first; but please advise us if you feel we should communicate directly with Kyocera who, as a courtesy, we are copying on this letter. Our hope is to quickly open a dialog aimed at an amicable resolution with Kyocera.

As you know from your prior communications with MLR, it owns a portfolio of significant patent rights in wireless data communication technology, including interfacing computers with radio network access devices and radio frequency sharing. MLR's patents cover commercial interface circuits that enable a portable computer (such as a laptop, palmtop, etc.) to send or receive data or to place a call over a cellular telephone (whether analog or digital). MLR's patents cover commercial modems such as those that include

Scott C. Harris, Esq.
February 19, 2002
Page 2

circuitry and/or software for facilitating the transmission of data over a cellular telephone link. The patents also cover commercially important features relating to portable wireless devices having the capacity to access a variety of different wireless networks and to methods for sharing radio frequency among independent networks serving the same geographic community.

MLR retained our firm because of our prior successful efforts in licensing and enforcing the patents of Dr. Kazuo Hashimoto and PhoneTel Communications in the telephony and voice mail areas, the patent of Soundview Technology in the V-chip television area and the patents of IMS Technology and Frank Calabrese in the machine tool and industrial automation areas. We previously were able to reach agreement with Kyocera on behalf of PhoneTel Communications. Our firm has also had considerable success enforcing our clients' patents through the litigation process, with 22 consecutive, multi-million dollar jury verdicts during the past seven years, including a number of verdicts which were ranked in the top ten in the country. In all, these litigated cases have a total value to our clients in excess of \$400 million and with settled cases, much more.

As you no doubt appreciate with your experience, the litigation process can sometimes prove to be more destructive than it is productive. While litigation can result in enormous recoveries after trial, as it has for many of our clients, the costs and burdens involved for both sides in any lawsuit are considerable. Because of these considerations, MLR would very much like to amicably and promptly resolve all issues with Kyocera through a settlement, rather than through litigation. The long delay in addressing the issues and determining whether or not a settlement can be reached has to end.

MLR's August 8, 2001 letter, sent to Yasuo Nishiguchi at Kyocera, included a number of claim charts for a sample Kyocera phone, the QCP 6035. We are enclosing another copy of those charts. The MLR patents also implicate other products that have the capability (with or without accessories) to send or receive wireless data, especially those having multi-mode features.

MLR is prepared to offer Kyocera license terms that will fully release Kyocera from any and all liability under MLR's patent rights, including all of its related foreign patents, and will grant a covenant not to sue and fully paid-up license for the future. In addition, MLR will grant a license under any patents resulting from its pending patent applications. This license will be personal to Kyocera in that it may not be transferred to any other entity without MLR's authorization.

In return, MLR seeks from Kyocera a royalty at an extremely modest rate of 1/2 of 1% of Kyocera's net sales of licensed products through 2013 on a fully paid-up lump-sum basis. To simplify and expedite the valuation of the proposed license terms, MLR is

Scott C. Harris, Esq.
February 19, 2002
Page 3

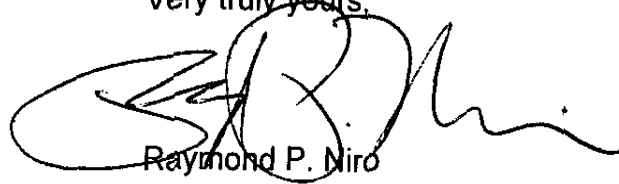
prepared to focus solely on the present value of actual and projected sales figures for the United States only.

To place MLR's licensing proposal in context, we have prepared the enclosed calculation of Kyocera's potential liability for royalties at \$3.00 per handset. The chart forecasts Kyocera's potentially infringing handset sales in the United States through 2013, then calculates a present value (NPV) of royalties at \$3.00 per unit. Note that the damages chart includes cellular handset royalties only. Sales of other devices that fall within MLR's patents, such as certain PDAs and telematics equipment that Kyocera may offer, also would have to be considered.

Because of the substantial delays which have already taken place and the evaluation Kyocera must already have completed, we must set a 30-day deadline for response to this proposal. Hence, we must learn Kyocera's intentions by March 20, 2002.

Absent some indication that a settlement is possible, the present offer will have to be withdrawn.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. P. Niro', written over the typed name 'Raymond P. Niro'.

Raymond P. Niro

RPN/dlw

Enclosures

cc: President

Kyocera International, Inc.

8611 Balboa Avenue

San Diego, California 92123-1580

Royalties - NPV Evaluation (Kyocera's Potential Liability)

	2001	2002	2003	2004	2005	2006	2007
<i>Free Cash Flow:</i>							
Units (see Note below)	2,927,808	3,176,672	3,446,689	3,739,657	4,057,528	4,402,418	4,776,624
Royalty per unit	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Annual Royalties	\$8,783,424	\$9,530,015	\$10,340,067	\$11,218,972	\$12,172,585	\$13,207,255	\$14,329,888

CF - Evaluation:

Discounted Cash Flow	\$8,783,424	\$8,824,088	\$8,864,941	\$8,905,982	\$8,947,213	\$8,988,636	\$9,030,250
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Free Cash Flow:

	2008	2009	2010	2012	2013	Totals
Units (see Note below)	5,182,637	5,623,161	6,101,130	6,619,726	7,182,402	57,236,452
Royalty per unit	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Annual Royalties	\$15,547,910	\$16,869,483	\$18,303,389	\$19,859,177	\$21,547,207	\$171,709,356

CF - Evaluation:

Discounted Cash Flow	\$9,072,056	\$9,114,057	\$9,156,251	\$9,198,641	\$9,241,228	\$108,126,767
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NPV (Discounted Annually) \$108,126,767

Annual Discount Rate 8.00%

Royalty rate per unit \$ 3.00

Growth Rate 8.5%

TO: Commissioner of Patents and Trademarks Washington, D.C. 20231	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT
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In compliance with the Act of July 19, 1952 (66 Stat. 814; 35 U.S.C. 290) you are hereby advised that a court action has been filed on the following patent(s) in the U.S. District Court:

DOCKET NO. 02cv527 W (CGA)	DATE FILED 3/20/02	U.S. DISTRICT COURT United States District Court, Southern District of California
PLAINTIFF Kyocera Wireless Corp		DEFENDANT MLR, LLC
PATENT NO.	DATE OF PATENT	PATENTEE
1. 5,353,334		
2. 5,854,985		
3. 6,134,453		
4. 5,640,444		
5. 5,367,563	0	

In the above-entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
PATENT NO.	DATE OF PATENT	PATENTEE		
1. 37,141				
2				
3				
4				
5				

In the above-entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT		
CLERK	(BY) DEPUTY CLERK	DATE

Copy 1 - Upon initiation of action, mail this copy to Commissioner Copy 3 - Upon termination of action, mail this copy to Commissioner
 Copy 2 - Upon filing document adding patent(s), mail this copy to Commissioner Copy 4 - Case file copy

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KYOCERA WIRELESS CORPORATION, a Delaware corporation

DEFENDANTS

MLR, LLC, a Virginia limited liability company, and DOES 1 through 20.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Fairfax, VA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

Niro, Scavone, Haller & Niro 181 West Madison Street, Suite 4600 Chicago, IL 60602-4515

312/236-3137

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Procopio, Cory, Hargreaves & Savitch LLP 530 B Street, Suite 2100 San Diego, CA 92101-4469

619/238-1900

II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

Table with columns for Plaintiff (PT) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business in This State, Incorporated and Principal Place of Business in Another State, Foreign Nation.

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Patent Infringement; 35 U.S.C. 183 JAL

V. NATURE OF SUIT (PLACE AN 'X' IN ONE BOX ONLY)

Large table with categories: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal claims.

VI. ORIGIN

- 1 Original Proceeding, 2 Removal from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See instructions):

DATE: March 20, 2002 SIGNATURE OF ATTORNEY OF RECORD: [Handwritten Signature]

ORIGINAL