

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

GUARDIAN MEDIA TECHNOLOGIES, LTD.,

Plaintiff,

v.

- (1) AT&T OPERATIONS, INC.;
- (2) CONN'S INC.;
- (3) GAMESTOP CORP.;
- (4) HAIER AMERICA TRADING, L.L.C.;
- (5) HOPPER RADIO OF FLORIDA, INC.;
- (6) IMATION CORP.;
- (7) J & R ELECTRONICS INC.;
- (8) MEMOREX PRODUCTS, INC.;
- (9) MICRO CENTER SALES CORPORATION;
- (10) MICROSOFT CORPORATION;
- (11) MOTOROLA, INC.;
- (12) OFFICE DEPOT, INC.;
- (13) RENT-A-CENTER, INC.;
- (14) SOUND AROUND INC.;
- (15) STAPLES, INC.;
- (16) TTE TECHNOLOGY, INC.;
- (17) VERIZON ONLINE LLC.; AND
- (18) VIDEOLAND, LLC,

Defendants.

CIVIL ACTION NO. 6:10-CV-597

SECOND AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT

**JURY TRIAL DEMANDED**

Pursuant to the Agreed Docket Control Order (Doc. No. 424-1), Plaintiff GUARDIAN MEDIA TECHNOLOGIES, LTD. files this Second Amended Complaint against the above-named Defendants, alleging as follows:

**PARTIES**

1. Guardian Media Technologies, Ltd. ("Guardian") is a Texas limited partnership. Guardian has its principal place of business in Longview, TX.

2. Upon information and belief, Defendant AT&T Operations, Inc. (“AT&T”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 208 S. Akard St., Dallas, TX 75202. AT&T can be served via its registered agent for service of process: CT Corporation System, 350 N. St. Paul St., Suite 2900; Dallas, Texas 75201-4234.

3. Upon information and belief, Defendant Conn’s Inc. (“Conn’s”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 3925 College Street, Beaumont, Texas 77701. Conn’s can be served via its registered agent for service of process: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. Upon information and belief, Defendant Gamestop Corp. (“Gamestop”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 625 Westport Parkway, Grapevine, TX 76051. Gamestop can be served via its registered agent of process: CT Corporation System, 350 N. St. Paul St., Suite 2900; Dallas, Texas 75201-4234.

5. Upon information and belief, Defendant Haier America Trading, L.L.C. (“Haier”) is a limited liability company organized and existing under the laws of the State of New York with its principal place of business located at 1356 Broadway, New York, New York 10018. Haier can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701.

6. Upon information and belief, Defendant Hopper Radio of Florida, Inc., (“Hopper”) is a corporation organized and existing under the laws of the State of Florida with its principal place of business located at 5400 Baroken Sound Blvd NW, Ste 100; Boca Raton, FL 33487. Hopper can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701.

7. Upon information and belief, Defendant Imation Corp. (“Imation”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 1 Imation Place, Oakdale, Minnesota 55128. Imation can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701.

8. Upon information and belief, Defendant J & R Electronics Inc. (“J & R Electronics”) is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 23 Park Row, New York, NY 10038. J & R can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701.

9. Upon information and belief, Defendant Memorex Products, Inc. (“Memorex”) is a corporation organized and existing under the laws of the State of California with its principal place of business located at 1 Imation place, ID-28; Oakdale MN 55128. Memorex can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701. Memorex is a portfolio brand of Imation.

10. Upon information and belief, Defendant Micro Center Sales Corporation (“Micro Center”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 4055 Leap Road, Hilliard, OH 43026. Micro Center can be served via its registered agent for service of process: 16055 Space Center, Suite 235, Houston, TX 77062.

11. Upon information and belief, Defendant Microsoft Corporation (“Microsoft”) is a corporation organized and existing under the laws of the State of Washington with its principal place of business located at One Microsoft Way, Redmond, Washington 98052-6399. Microsoft can be served via its registered agent for service of process: Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company; 211 East 7<sup>th</sup> Street, Suite 620; Austin TX 78701-3218.

12. Upon information and belief, Defendant Motorola, Inc. (“Motorola”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 1303 E. Algonquin Road, Schaumburg, Illinois. Motorola can be served via its registered agent for service of process: CT Corporation System, 350 N. St. Paul St., Suite 2900; Dallas, Texas 75201-4234.

13. Upon information and belief, Defendant Office Depot, Inc. (“Office Depot”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 6600 North Military Trail, Boca Raton, FL 33496. Office Depot can be served via its registered agent for service of process: Corporate Creations Network Inc., 4265 San Felipe, #1100, Houston, TX 77027.

14. Upon information and belief, Defendant Rent-A-Center, Inc. (“Rent-A-Center”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 5501 Headquarters Drive, Plano, Texas 75024. Rent-A-Center’s registered agent for service in Texas is CT Corporation System, 350 N. St. Paul, Ste. 2900, Dallas, TX 75201-4234.

15. Upon information and belief, Defendant Sound Around Inc. (“Sound Around”) is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 1600 63rd Street, Brooklyn, New York 11204. Sound Around can be served via its agent for service of process: Office of the Secretary of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701. Sound Around sells DVD players and other products under the Pyle brand.

16. Upon information and belief, Defendant Staples, Inc. (“Staples”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at Five Hundred Staples Drive Framingham, MA 01702. Staples can be served via its agent for service of process: Office of the Secretary

of State; Statutory Documents Section—Citations Unit; 1019 Brazos Street; Austin, TX 78701.

17. Upon information and belief, Defendant TTE Technology, Inc. (“TTE”) is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 101 W 103rd Street, INH-620 Indianapolis, Indiana 46290. TTE can be served via its registered agent for service of process: CT Corporation System, 350 N. St. Paul St., Suite 2900; Dallas, Texas 75201-4234.

18. Upon information and belief, Defendant Verizon Online LLC (“Verizon”) is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business located at 22001 Loudoun City Parkway #C1-3-507, Ashburn, Virginia 20147. Verizon can be served via its registered agent for service of process: CT Corporation System, 350 N. St. Paul St., Suite 2900; Dallas, Texas 75201-4234..

19. Upon information and belief, Defendant Videoland, LLC (“Videoland”) is a Texas limited liability company with its principal place of business located at 6808 Hornwood Dr., Houston, TX 77074. Videoland can be served via its registered agent for service of process: Prashant K. Mody, 6808 Hornwood Dr., Houston, TX 77074. Videoland operates several stores throughout Texas under the MODIA brand.

### **JURISDICTION AND VENUE**

20. This is an action for infringement of a United States patent arising under 35 U.S.C. §§ 271, 281, and 284-285, among others. This Court has subject matter jurisdiction of the action under 28 U.S.C. §1331 and §1338(a).

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

22. Upon information and belief, each Defendant is 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 each Defendant's 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 district.

### **COUNT I**

#### **INFRINGEMENT OF U.S. PATENT NO. 4,930,158**

23. On May 29, 1990, United States Patent No. 4,930,158 ("the '158 patent") was duly and legally issued by the United States Patent and Trademark Office for an invention entitled "Selective Video Playing System." A true and correct copy of the '158 patent is attached hereto as Exhibit A.

24. On November 4, 2008, the United States Patent and Trademark Office issued a Reexamination Certificate for the '158 patent, which confirmed the patentability of Claims 8-11 and 19-22 of the '158 patent. A true and correct copy of this Reexamination Certificate is attached hereto as Exhibit B.

25. Guardian is the owner of the '158 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '158 patent against infringers, and to collect damages for all relevant times. The '158 patent is expired.

26. As it pertains to this lawsuit, the '158 patent generally relates to parental control features contained in DVD players, digital video recorders ("DVRs") and other set-top boxes, personal computers, hand-held electronic devices, and other items that can play stored video offered for sale by Defendants that allow owners of the players to restrict the types of video viewed by others.

27. Upon information and belief, prior to the expiration of the '158 patent, AT&T directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, AT&T induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. AT&T's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

28. Upon information and belief, prior to the expiration of the '158 patent, Conn's directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least Initial portable DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Conn's induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Conn's' infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

29. Upon information and belief, prior to the expiration of the '158 patent, Gamestop directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Gamestop induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Gamestop's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

30. Upon information and belief, prior to the expiration of the '158 patent, Haier directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at

least DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Haier induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Haier's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

31. Upon information and belief, prior to the expiration of the '158 patent, Hopper directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Hopper induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Hopper's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

32. Upon information and belief, prior to the expiration of the '158 patent, Imation directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Imation induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Imation's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

33. Upon information and belief, prior to the expiration of the '158 patent, J & R Electronics directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least ASUS laptop computers and Apex Digital DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, J & R Electronics induced infringement and/or contributed to the infringement of one or more



of the claims of the '158 patent by its customers. J & R Electronics' infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

34. Upon information and belief, prior to the expiration of the '158 patent, Memorex directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Memorex induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Memorex's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

35. Upon information and belief, prior to the expiration of the '158 patent, Micro Center directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least OQO laptop computers and XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Micro Center induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Micro Center's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

36. Upon information and belief, prior to the expiration of the '158 patent, Microsoft directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Microsoft induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Microsoft's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

37. Upon information and belief, prior to the expiration of the '158 patent, Motorola directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Motorola induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Motorola's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

38. Upon information and belief, prior to the expiration of the '158 patent, Office Depot directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least OOO laptop computers) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Office Depot induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Office Depot's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

39. Upon information and belief, prior to the expiration of the '158 patent, Rent-A-Center directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Rent-A-Center induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Rent-A-Center's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

40. Upon information and belief, prior to the expiration of the '158 patent, Sound Around directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or

systems (including at least Pyle DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Sound Around induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Sound Around's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

41. Upon information and belief, prior to the expiration of the '158 patent, Staples directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least ASUS laptop computers) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Staples induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Staples' infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

42. Upon information and belief, prior to the expiration of the '158 patent, Verizon directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Verizon induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers. Verizon's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

43. Upon information and belief, prior to the expiration of the '158 patent, Videoland directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least Rotel DVD players) that infringed or, when used, infringed one or more claims of the '158 patent. In addition, Videoland induced infringement and/or contributed to the infringement of one or more of the claims of the '158 patent by its customers.

Videoland's infringements were willful and with full knowledge of the '158 patent and/or with reckless indifference to its existence.

44. Guardian has been damaged as a result of the infringing conduct by Defendants alleged above and, thus, such Defendants are liable to Guardian in an amount that adequately compensates it for their infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

## **COUNT II**

### **INFRINGEMENT OF U.S. PATENT NO. 4,930,160**

45. On May 29, 1990, United States Patent No. 4,930,160 ("the '160 patent") was duly and legally issued by the United States Patent and Trademark Office for an invention entitled "Automatic Censorship of Video Programs." A true and correct copy of the '160 patent is attached hereto as Exhibit C.

46. On April 7, 2009, the United States Patent and Trademark Office issued a Reexamination Certificate for the '160 patent, which confirmed the patentability of Claims 3, 6, 7, 16, 19, and 20 of the '160 Patent. A true and correct copy of this Reexamination Certificate is attached hereto as Exhibit D.

47. Guardian is the owner of the '160 patent with all substantive rights in and to that patent, including the sole and exclusive right to prosecute this action and enforce the '160 patent against infringers, and to collect damages for all relevant times. The '160 patent is expired.

48. As it pertains to this lawsuit, the '160 patent generally relates to parental control features contained in televisions, DVRs and other set-top boxes, personal computers, hand-held electronic devices, and other items offered for sale by Defendants that allow owners of such devices to restrict viewing of certain movies and other video content based on the particular program's rating. *See* 47 C.F.R. 15.120.

49. Upon information and belief, prior to the expiration of the '160 patent, AT&T directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, AT&T induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. AT&T's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

50. Upon information and belief, prior to the expiration of the '160 patent, Conn's directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least Initial portable DVD players) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Conn's induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Conn's' infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

51. Upon information and belief, prior to the expiration of the '160 patent, Gamestop directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Gamestop induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Gamestop's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

52. Upon information and belief, prior to the expiration of the '160 patent, Haier directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at

least televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Haier induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Haier's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

53. Upon information and belief, prior to the expiration of the '160 patent, Hopper directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Hopper induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Hopper's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

54. Upon information and belief, prior to the expiration of the '160 patent, Imation directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Imation induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Imation's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

55. Upon information and belief, prior to the expiration of the '160 patent, J & R Electronics directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least ASUS laptop computers and Soyo televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, J & R Electronics induced infringement and/or contributed to the infringement of one or more of the claims

of the '160 patent by its customers. J & R Electronics' infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

56. Upon information and belief, prior to the expiration of the '160 patent, Memorex directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Memorex induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Memorex's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

57. Upon information and belief, prior to the expiration of the '160 patent, Micro Center directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least OQO laptop computers and Soyo televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Micro Center induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Micro Center's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

58. Upon information and belief, prior to the expiration of the '160 patent, Microsoft directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Microsoft induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Microsoft's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

59. Upon information and belief, prior to the expiration of the '160 patent, Motorola directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Motorola induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Motorola's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

60. Upon information and belief, prior to the expiration of the '160 patent, Office Depot directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least OOO laptop computers) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Office Depot induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Office Depot's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

61. Upon information and belief, prior to the expiration of the '160 patent, Rent-A-Center directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least XBOX 360 systems) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Rent-A-Center induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Rent-A-Center's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

62. Upon information and belief, prior to the expiration of the '160 patent, Sound Around directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or



systems (including at least Pyle televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Sound Around induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Sound Around's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

63. Upon information and belief, prior to the expiration of the '160 patent, Staples directly or through intermediaries, made, had made, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least ASUS laptop computers and Envision televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Staples induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Staples' infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

64. Upon information and belief, prior to the expiration of the '160 patent, TTE directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, TTE induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. TTE's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

65. Upon information and belief, prior to the expiration of the '160 patent, Verizon directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least DVRs and other set-top boxes) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Verizon induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its

customers. Verizon's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

66. Upon information and belief, prior to the expiration of the '160 patent, Videoland directly or through intermediaries, made, had made, installed, used, imported, provided, supplied, distributed, sold, and/or offered for sale products and/or systems (including at least Loewe televisions) that infringed or, when used, infringed one or more claims of the '160 patent. In addition, Videoland induced infringement and/or contributed to the infringement of one or more of the claims of the '160 patent by its customers. Videoland's infringements were willful and with full knowledge of the '160 patent and/or with reckless indifference to its existence.

67. Guardian has been damaged as a result of the infringing conduct by Defendants alleged above and, thus, such Defendants are liable to Guardian in an amount that adequately compensates it for their infringements, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

### **JURY DEMAND**

Guardian hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure of any issues so triable by right.

### **PRAYER FOR RELIEF**

Guardian requests that the Court find in its favor and against Defendants, and that the Court grant Guardian the following relief:

a. Judgment that one or more claims of United States Patent No. 4,930,158 and/or 4,930,160 have been infringed, either literally and/or under the doctrine of equivalents, by one or more Defendants and/or by others to whose infringement Defendants have contributed and/or by others whose infringement has been induced by

Defendants;

b. Judgment that Defendants account for and pay to Guardian all damages to and costs incurred by Guardian because of Defendants' infringing activities and other conduct complained of herein;

c. That Defendants' infringements be found to be willful, and that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;

d. That Guardian be granted pre-judgment and post-judgment interest on the damages caused by Defendants' infringing activities and other conduct complained of herein;

e. That this Court declare this an exceptional case and award Guardian its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

f. That Guardian be granted such other and further relief as the Court may deem just and proper under the circumstances.

Dated: November 18, 2011

Respectfully submitted,

/s/ Larry D. Thompson, Jr.  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 18th day of November, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Larry D. Thompson, Jr.  
Larry D. Thompson, Jr.