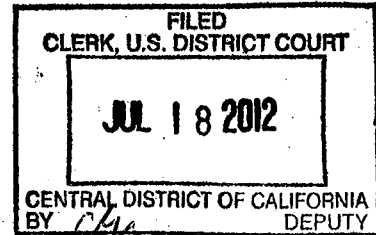


1 RODERICK G. DORMAN (SBN 96908)
rdorman@mckoolsmithhennigan.com
2 LAWRENCE M. HADLEY (SBN 157728)
lhadley@mckoolsmithhennigan.com
3 MIEKE K. MALMBERG (SBN 209992)
mmalmberg@mckoolsmithhennigan.com
4 MCKOOL SMITH HENNIGAN, P.C.
865 South Figueroa Street, Suite 2900
5 Los Angeles, California 90017
Telephone: (213) 694-1200
6 Facsimile: (213) 694-1234



7 Attorneys for Plaintiff
GOLDEN BRIDGE TECHNOLOGY, INC.

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 GOLDEN BRIDGE TECHNOLOGY,)
INC.,)

13)
14 Plaintiff,)

15 vs.)

16 APPLE, INC.; MOTOROLA MOBILITY)
17 LLC, AMAZON.COM, INC.; BARNES)
& NOBLE, INC.;)
18 BARNESANDNOBLE.COM LLC;)
BARNESANDNOBLE.COM INC.;)
19 DELL INC.; HEWLETT-PACKARD)
COMPANY; HTC CORP. a/k/a HIGH)
20 TECH COMPUTER CORP.; HTC)
(B.V.I.) CORP.; HTC AMERICA, INC.;)
21 EXEDEA, INC.; LG ELECTRONICS,)
INC.; LG ELECTRONICS USA, INC.;)
22 LG ELECTRONICS MOBILECOMM)
U.S.A., INC.; LENOVO GROUP LTD.;)
23 LENOVO HOLDING COMPANY, INC.;)
LENOVO (UNITED STATES) INC.;)
24 PALM, INC.; PANTECH CO., LTD.;)
PANTECH WIRELESS, INC.;)
25 RESEARCH IN MOTION LIMITED;)
RESEARCH IN MOTION)
26 CORPORATION; SAMSUNG)
ELECTRONICS CO., LTD.; SAMSUNG)
27 SEMICONDUCTOR, INC.; SAMSUNG)
ELECTRONICS AMERICA, INC.;)
28 SAMSUNG TELECOMMUNICATIONS)
AMERICA, LLC; SIERRA WIRELESS,)

Case No. 2:12-cv-04014-ODW-FFMx

**FIRST AMENDED COMPLAINT
FOR PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

Exhibit 1 Page 9

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1 INC.; SIERRA WIRELESS AMERICA,)
INC.; SONY KABUSHIKI KAISHA)
2 a/k/a SONY CORPORATION; SONY)
ELECTRONICS, INC.; SONY)
3 CORPORATION OF AMERICA; ZTE)
CORPORATION, ZTE (USA) INC., and)
4 ZTE SOLUTIONS INC.,)
5 Defendants.)

6)
7)
8 For its First Amended Complaint against APPLE, INC; MOTOROLA
9 MOBILITY LLC, AMAZON.COM, INC.; BARNES & NOBLE, INC.;
10 BARNESANDNOBLE.COM LLC; BARNESANDNOBLE.COM INC.; DELL INC.;
11 HEWLETT-PACKARD COMPANY; HTC CORP. a/k/a HIGH TECH COMPUTER
12 CORP.; HTC (B.V.I.) CORP.; HTC AMERICA, INC.; EXEDEA, INC.; LG
13 ELECTRONICS, INC.; LG ELECTRONICS USA, INC.; LG ELECTRONICS
14 MOBILECOMM U.S.A., INC.; LENOVO HOLDING COMPANY, INC.; LENOVO
15 GROUP LTD.; LENOVO (UNITED STATES) INC.; PALM, INC.; PANTECH CO.,
16 LTD.; PANTECH WIRELESS, INC.; RESEARCH IN MOTION LIMITED;
17 RESEARCH IN MOTION CORPORATION; SAMSUNG ELECTRONICS CO.,
18 LTD.; SAMSUNG SEMICONDUCTOR, INC.; SAMSUNG ELECTRONICS
19 AMERICA, INC.; SAMSUNG TELECOMMUNICATIONS AMERICA, LLC;
20 SIERRA WIRELESS, INC.; SIERRA WIRELESS AMERICA, INC.; SONY
21 KABUSHIKI KAISHA a/k/a SONY CORPORATION; SONY ELECTRONICS,
22 INC.; SONY CORPORATION OF AMERICA; ZTE CORPORATION, ZTE (USA)
23 INC., and ZTE SOLUTIONS INC. (collectively, "Defendants"), Plaintiff Golden
24 Bridge Technology, Inc. ("Plaintiff" or "GBT") alleges as follows:

25 **THE PARTIES**

26 1. Plaintiff Golden Bridge Technology, Inc. is a corporation duly organized
27 and existing under the laws of the State of New Jersey, with its principal place of
28 business at 198 Brighton Avenue, Long Branch, New Jersey 07740. GBT is the

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1 owner, by assignment, of all right, title and interest to U.S. Patent No. 6,075,793
2 entitled "High Efficiency Spread Spectrum System and Method" ("the '793 patent" or
3 "the Patent-in-Suit"). GBT's ownership of the '793 patent includes the rights to
4 enforce and license the patented technology.

5 2. Defendant Apple, Inc. ("Apple") is a California corporation with its
6 principal place of business located at One Infinite Loop, Cupertino, California 95014.
7 Apple's registered agent for service of process in California is CT Corporation (Agent
8 for Service of Process), 818 W. 7th Street, Suite 200, Los Angeles, California 90017.

9 3. Defendant Motorola Mobility LLC ("Motorola") is a Delaware
10 corporation with its principal place of business 1303 East Algonquin Road,
11 Schaumburg, Ill. 60196. Motorola Mobility LLC's registered agent for service of
12 process in Delaware is the Corporation Trust Company, Corporation Trust Center,
13 1209 Orange St., Wilmington, Delaware 19801.

14 4. Defendant Amazon.Com, Inc. ("Amazon") is a Delaware Corporation
15 with its principal place of business located at 1200 12th Ave. South, Suite 1200,
16 Seattle, Washington 98144. Defendant Amazon.Com, Inc.'s registered agent for
17 service of process is Corporation Service Company, 2711 Centerville Road, Suite
18 400, Wilmington, Delaware 19808.

19 5. Defendant Barnes & Noble, Inc. is a Delaware corporation and its
20 registered agent for service of process is Capital Services, Inc., 615 South DuPont
21 Highway, Dover, Delaware 19901.

22 6. Defendant Barnesandnoble.com LLC is a wholly owned subsidiary of
23 Barnes & Noble, Inc. and is a Delaware limited liability company with its principal
24 place of business at 122 Fifth Avenue, New York, NY 10011. Barnesandnoble.com
25 LLC's registered agent for service of process is Capitol Services, Inc., 615 South
26 DuPont Highway, Dover, Delaware 19901.

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1 7. Defendant Barnesandnoble.com Inc. is a subsidiary of Barnes & Noble,
2 Inc. Barnesandnoble.com Inc. is a Delaware corporation with business operations at
3 122 Fifth Avenue, New York, New York 10011. Barnesandnoble.com Inc.'s
4 registered agent for service of process is Capital Services, Inc., 615 South DuPont
5 Highway, Dover, Delaware 19901. Defendants Barnes & Noble, Inc.,
6 Barnesandnoble.com LLC, and Barnesandnoble.com Inc. are hereinafter collectively
7 referred to as "Barnes & Noble".

8 8. Defendant Dell Inc. ("Dell") is a Delaware corporation with its principal
9 place of business at One Dell Way, Round Rock, Texas 78682. Dell's agent for
10 service of process is the Corporation Service Company, 2711 Centerville Road, Suite
11 400, Wilmington, Delaware 19808.

12 9. Defendant Hewlett-Packard Company ("HP") is a Delaware corporation
13 with a principal place of business at 3000 Hanover Street, Palo Alto, California
14 94304. HP's registered agent for service of process is Corporation Trust Company,
15 Corporation Trust Center, 1209 Orange St., Wilmington, Delaware, 19801.

16 10. Defendant HTC Corp. a/k/a High Tech Computer Corp. ("HTC Corp.")
17 is a Chinese corporation with its principal place of business located at No. 23,
18 Xinghua Rd., Taoyuan City, Taoyuan County 330, Taiwan, Republic of China.

19 11. Defendant HTC (B.V.I.) Corp. ("HTC BVI") is a wholly-owned
20 subsidiary of Defendant HTC Corp. and is incorporated under the laws of the British
21 Virgin Islands with its principal place of business at 3F, Omar Hodge Building,
22 Wickhams Cay I, P.O. Box 362, Road Town, Tortola, British Virgin Islands.
23 Defendant HTC BVI is engaged in global investing and related activities on behalf of
24 its parent, Defendant HTC Corp., and is itself a parent company of additional named
25 defendants.

26 12. Defendant HTC America, Inc. ("HTC America") is a wholly-owned
27 subsidiary of Defendant HTC BVI and is incorporated under the laws of the State of
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1 Washington, with its principal place of business at 13920 SE Eastgate Way, Suite
2 400, Bellevue, Washington 98005. HTC America's registered agent for service of
3 process is the National Registered Agents, Inc., 16055 Space Center Blvd., Suite 235,
4 Houston, Texas 77062.

5 13. Defendant Exedea, Inc. ("Exedea") is a wholly-owned subsidiary of HTC
6 BVI and is incorporated under the laws of the State of Texas with its principal place
7 of business at 5950 Corporate Drive, Houston, Texas 77036. Exedea's registered
8 agent for service of process is HTC USA Inc., 5950 Corporate Drive, Houston, Texas
9 77036-2306. Defendants HTC Corp. a/k/a High Tech Computer Corp., HTC (B.V.I.)
10 Corp., HTC America, Inc., and Exedea, Inc. are hereinafter collectively referred to as
11 "HTC".

12 14. Defendant LG Electronics, Inc. is a Korean corporation with a principal
13 place of business at LG Twin Towers 20, Yeouido-dong, Yeongdeunspo-gu, Seoul
14 150-721, South Korea.

15 15. Defendant LG Electronics USA, Inc. is a wholly owned subsidiary of LG
16 Electronics, Inc. and is Delaware corporation with its principal place of business at
17 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. LG Electronics USA,
18 Inc.'s registered agent for service of process is United States Corporation Company,
19 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

20 16. Defendant LG Electronics MobileComm U.S.A, Inc. is a wholly owned
21 subsidiary of LG Electronics, Inc. LG Electronics MobileComm U.S.A., Inc. is a
22 California corporation with its principal place of business at 920 Sylvan Avenue,
23 Englewood Cliffs, New Jersey, 07632. LG Electronics MobileComm U.S.A., Inc.'s
24 registered agent for service of process in California is Alan K. Tse, 10101 Old Grove
25 Road, San Diego, California 92131. In New Jersey, LG Electronics Mobilecomm
26 U.S.A., Inc. may be served at National Registered Agents, Inc. of New Jersey, 100
27 Canal Pointe Blvd., Suite 212, Princeton, New Jersey, 08540. Defendants LG
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1 Electronics Inc., LG Electronics USA, Inc., and LG Electornics MobileComm U.S.A.,
2 Inc. are hereinafter collectively referred to as "LG".

3 17. Defendant Lenovo Group Ltd. is a Chinese company, with its principal
4 place of business at No. 6 ChuangYe Road, Shangdi Information Industry Base,
5 Haidan District, Beijing, China 100085.

6 18. Defendant Lenovo Holding Company, Inc. is a wholly owned subsidiary
7 of Lenovo Group Ltd. and is a corporation organized and existing under the laws of
8 the state of Delaware with a principal place of business at 1009 Think Place,
9 Morrisville, North Carolina 27560. Lenovo Holding Company, Inc.'s registered agent
10 for service of process is Corporation Trust Company, Corporation Trust Center, 1209
11 Orange St., Wilmington, Delaware 19801.

12 19. Defendant Lenovo (United States) Inc. is a wholly owned subsidiary of
13 Lenovo Group Ltd. Lenovo (United States) Inc. is a Delaware corporation with a
14 principal place of business at 1009 Think Pl., Morrisville, North Carolina 27560.
15 Lenovo (United States) Inc.'s registered agent for service of process is Corporation
16 Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, Delaware
17 19801. Defendants Lenovo Group Ltd., Lenovo Holding Company, Inc., and Lenovo
18 (United States) Inc. are hereinafter collectively referred to as "Lenovo".

19 20. Defendant Palm, Inc. ("Palm") is a Delaware corporation with its
20 principal place of business at 950 West Maude Ave., Sunnyvale, California 94085.
21 Palm's registered agent for service of process is Corporation Service Company, 2711
22 Centerville Rd., Wilmington, Delaware 19808.

23 21. Defendant Pantech Co., Ltd. is a Korean corporation with its principal
24 place of business located at Pantech R&D Center, I-2 DMC Sangam-dong, Mapo-gu,
25 Seoul, 415865, South Korea.

26 22. Defendant Pantech Wireless, Inc. is a subsidiary of Pantech Co., Ltd.
27 Pantech Wireless, Inc. is a Georgia corporation with its principal place of business
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1 located at 5607 Glendridge Drive, Atlanta, Georgia 30342. Pantech Wireless, Inc.'s
2 registered agent for service of process in Georgia is Kathleen Elizabeth Jones, 5607
3 Glenridge Drive, Suite 500, Atlanta GA 30342. Defendants Pantech Co., Ltd. and
4 Pantech Wireless, Inc. are hereinafter collectively referred to as "Pantech".

5 23. Defendant Research In Motion Limited is a Canadian corporation with a
6 principal place of business at 295 Phillip Street, Waterloo, Ontario, N2L 3W8,
7 Canada.

8 24. Defendant Research In Motion Corporation is a wholly owned subsidiary
9 of Research In Motion Limited. Research In Motion Corporation is a Delaware
10 corporation with a principal place of business at 122 W. John Carpenter Parkway,
11 Suite 430, Irving, Texas 75039. Research In Motion Corporation's agent for service
12 of process is Corporation Trust Company, Corporation Trust Center, 1209 Orange St.,
13 Wilmington, Delaware 19807. Defendants Research In Motion Limited and Research
14 In Motion Corporation are hereinafter collectively referred to as "RIM".

15 25. Defendant Samsung Electronics Co., Ltd. ("SEC") is a business entity
16 organized under the laws of South Korea with its principal place of business at
17 Samsung Electronics Building, 1320-10 Seocho 2-dong, Seocho-gu, Seoul, Korea.
18 Samsung Electronics Co., Ltd.'s agent for service of process is Corporate Creations
19 Network, Inc. 11380 Prosperity Farms Rd., Ste. 221 East Palm Beach Gardens, FL
20 33410-3465. On information and belief, Samsung Electronics Co. Ltd. conducts
21 business in the United States through its wholly owned subsidiaries, the relevant ones
22 which are also named defendants in this action.

23 26. Defendant Samsung Semiconductor, Inc. ("SSI") is a wholly owned
24 subsidiary of Samsung Electronics Co., Ltd. Samsung Semiconductor, Inc. is a
25 California corporation with its principal place of business at 3655 North First Street,
26 San Jose, California 95134-1713. Samsung Semiconductor, Inc.'s agent for service of
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1 process is National Registered Agents, Inc. 2875 Michelle Drive, Suite 100, Irvine,
2 California 92606.

3 27. Defendant Samsung Electronics America, Inc. ("SEA") is a wholly
4 owned subsidiary of Samsung Electronics Co., Ltd. Samsung Electronics America,
5 Inc. is a New York corporation with its principal place of business at 105 Challenger
6 Road, Ridgefield Park, New Jersey 07660. Samsung Electronics America, Inc.'s
7 agent for service of process is CT Corporation System, 111 8th Avenue, New York,
8 New York 10011.

9 28. Defendant Samsung Telecommunications America, LLC ("STA") is a
10 wholly owned subsidiary of Samsung Electronics Co., Ltd. Samsung
11 Telecommunications America, LLC is a Delaware limited liability company with its
12 principal place of business at 1301 E. Lookout Drive, Richardson, Texas 75082.
13 Samsung Telecommunications America, LLC's agent for service of process is
14 Corporation Services Company, 2711 Centerville Road, Suite 400, Wilmington
15 Delaware 19808. Defendants Samsung Electronics Co., Ltd., Samsung
16 Semiconductor, Inc., Samsung Electronics America, Inc., and Samsung
17 Telecommunications America, LLC, are hereinafter collectively referred to as
18 "Samsung".

19 29. Defendant Sierra Wireless, Inc. is a Canadian corporation with its
20 principal place of business at 13811 Wireless Way, Richmond, B.C. VDV 3A4,
21 Canada.

22 30. Defendant Sierra Wireless America, Inc. is a subsidiary of Sierra
23 Wireless, Inc. Sierra Wireless America, Inc. is a Delaware corporation with a
24 principal place of business is at 2200 Faraday Avenue, Suite 150, Carlsbad, California
25 92008. Sierra Wireless America, Inc.'s agent for service of process is RL&F Service
26 Corp., One Rodney Square, 10th Floor, Wilmington, Delaware 19801. Defendants
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1 Sierra Wireless, Inc. and Sierra Wireless America, Inc. are hereinafter collectively
2 referred to as "Sierra Wireless".

3 31. Defendant Sony Kabushiki Kaisha a/k/a Sony Corporation is a Japanese
4 corporation with its principal place of business at 7-1 Konan 1-Come, Minato-Ku,
5 Tokyo, 108-0075, Japan.

6 32. Defendant Sony Corporation of America is a subsidiary of Sony
7 Corporation. Sony Corporation of America is a New York corporation with its
8 principal place of business at 550 Madison Ave., New York, NY 10022. Sony
9 Corporation of America's agent for service of process is The Corporation Trust
10 Company, 1209 North Orange St. Wilmington, Delaware 19801.

11 33. Defendant Sony Electronics, Inc. is a subsidiary of Sony Corporation.
12 Sony Electronics, Inc. is a Delaware corporation with its principal place of business at
13 555 Madison Avenue, Fl. C, New York, NY 10022. Sony Electronics, Inc.'s agent for
14 service of process is Corporation Service Company, 2711 Centerville Road, Suite
15 400, Wilmington, DE 19808. Defendants Sony Kabushiki Kaisha a/k/a Sony
16 Corporation, Sony Corporation of America, and Sony Electronics, Inc. are hereinafter
17 collectively referred to as "Sony".

18 34. Defendant ZTE Corporation is a Chinese corporation with its principal
19 place of business at No. 55, Hi-tech Road South, Shenzhen, P.R. China 518057. ZTE
20 Corporation maintains business operations in the United States at 2425 N. Central
21 Expressway, Suite 600, Richardson, Texas 75080.

22 35. Defendant ZTE (USA) Inc. is a subsidiary of ZTE Corporation. ZTE
23 (USA) Inc. is a New Jersey corporation with business operations at 33 Wood Ave.
24 South, Floor 2, Iselin, New Jersey 08830 and also at 2425 N. Central Expressway,
25 Richardson, Texas 75080. ZTE (USA) Inc.'s registered agent for service of process is
26 Lixin Cheng, 33 Wood Avenue South, Floor 2, Iselin, New Jersey 08830.

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1 36. Defendant ZTE Solutions Inc. is a subsidiary of ZTE Corporation. ZTE
2 Solutions Inc. is a Delaware corporation with business operations at 2425 N. Central
3 Expressway, Suite 600, Richardson, Texas 75080. ZTE Solutions Inc.'s registered
4 agent for service of process is Corporation Service Company, 2711 Centerville Road
5 Suite 400, Wilmington, Delaware 19808. Defendants ZTE Corporation, ZTE (USA)
6 Inc., and ZTE Solutions Inc. are hereinafter collectively referred to as "ZTE".

7 **NATURE OF THE ACTION**

8 37. In this civil action, Plaintiffs seek damages against Defendants for acts of
9 patent infringement in violation of the Patent Act of the United States, 35 U.S.C. §§ 1
10 et seq.

11 **JURISDICTION AND VENUE**

12 38. This Court has subject matter jurisdiction of such federal question claims
13 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

14 39. Venue is proper under 28 U.S.C. §§ 1391(c) and 1400(b), in that the acts
15 and transactions complained of herein were conceived, carried out, made effective, or
16 had effect within the State of California and within this district, among other places.
17 On information and belief, Defendants conduct business activities in this judicial
18 district including regularly doing or soliciting business, engaging in conduct and/or
19 deriving substantial revenue from goods and services provided to consumers in the
20 State of California and in this district. Furthermore, certain of the Defendants are
21 registered to do business with the California Secretary of State.

22 40. On information and belief, this Court has personal jurisdiction over the
23 Defendants. Each of the Defendants conducts continuous and systematic business in
24 California and in this district by offering to sell and/or selling mobile devices and/or
25 3G wireless services in this State in this district.

26 41. Defendants are properly joined in this action because (1) GBT's right to
27 relief is asserted against certain Defendants jointly and severally which have a parent
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1 and subsidiary relationship, (2) infringing acts of Defendants arise out of the same
2 transaction, occurrence or series of transactions or occurrences relating to the making,
3 using, offering for sale, and selling of the accused products in this action, and (3)
4 questions of fact common to all Defendants will arise in the action. More specifically,
5 on information and belief, each of the Defendants' accused products and methods use
6 one of two common baseband processors designed and manufactured by Intel
7 Corporation (formerly Infineon Corporation) and Qualcomm, Inc. to practice the
8 claimed inventions. The two baseband processors used in all the accused devices
9 operate sufficiently identically to comply with an international telecommunications
10 standard for 3G wireless communications known as the UMTS 3GPP standard. The
11 claims of the '793 patent that Plaintiff will assert all read on the UMTS 3GPP
12 standard, such that infringement in this case can be proven by establishing that (i) the
13 accused devices satisfy the UMTS 3GPP standard (which defendants all claim to
14 satisfy) and (ii) the asserted claims of the '793 patent read on the standard. For these
15 reasons, infringement issues in this case will uniformly focus for all defendants on
16 one or two common baseband processors, resulting in substantial evidentiary overlap
17 in the design and operation of the accused devices, as applied to the claims of the '793
18 patent.

19 **BACKGROUND OF THE DEVELOPMENT OF 3G WIRELESS NETWORKS**

20 42. The efficiency and quality of the wireless communication networks have
21 seen extraordinary improvements over the past few decades. Although prototypes of
22 cell phones existed as early as the 1940s, cell phones were not commercially marketed
23 in the United States until the early 1980s. The first cell phone cost almost \$4,000 per
24 unit and operated on an analog network (also known as the First Generation or "1G"
25 network). Analog networks were notoriously slow and users of the analog networks
26 often experienced distorted voices and call interferences.

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1 43. In the early 1990s, a set of standards defining the Second Generation or
2 "2G" network was introduced. The 2G digital network came with many advantages
3 including increasing the capacity of the telecommunications system by allowing
4 digital voice calls to be compressed, thereby using available bandwidth more
5 efficiently. The 2G network also allowed data transmission, enabling users to
6 transmit text messages from one mobile phone to another mobile phone.

7 44. Continued improvements to the 2G network were made, including, for
8 example, the 2.5G network and the 2.75G (EDGE) network, both of which improved
9 upon the abilities to use mobile phones to receive and transmit more advanced types
10 of data including photos, email and the internet.

11 45. Today, the third generation of wireless network standards, also known as
12 "3G", has been widely deployed and is currently in use. A 3G compliant network
13 provides high speed bandwidth to handheld devices, including mobile phones, as well
14 as other types of transmission/reception devices such as electronic readers, "smart
15 phones", and laptop cards. The 3G network expands the utility of wireless phones
16 and other 3G compatible devices because it allows users to conduct tasks more
17 quickly than in the past, including viewing video, downloading books and magazines,
18 sending and receiving text and multimedia messages, as well as making and receiving
19 voice calls. The advent of the 3G network allows users to watch mobile TV on
20 demand, conduct video conferencing, and utilize location based services which allows
21 users to find businesses or contacts nearby. 3G also allows users to simultaneously
22 use voice and data services, allowing user to browse the internet and conduct a voice
23 call at the same time from the same device.

24 **THE GLOBAL STANDARDIZATION OF 3G NETWORKS**

25 46. 3G is a compilation of technologies, the standards for which are
26 articulated by the International Telecommunication Union ("ITU"), a global standards
27 setting organization. The ITU, through the International Mobile Telecommunications-

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1 2000 (IMT-2000) initiative mandated the necessity of, and the requirements for, a
2 single global wireless standard. Many groups and committees worked together to
3 develop mobile phone systems that are compliant with IMT-2000. Those groups
4 included the Telecommunications Industry Association (“TIA”) and the European
5 Telecommunications Standards Institute (“ETSI”).

6 47. In or around late 1998, various regional standards organizations and
7 committees, including ETSI, formed a standards setting group with the purpose of
8 creating uniform standards for 3G wireless networks and the Wideband Code
9 Division Multiple Access/Universal Mobile Telecommunications System (known as
10 WCDMA/UMTS or sometimes just UMTS) that were compliant with the IMT-2000.
11 This standards setting organization was named the Third Generation Partnership
12 Project (“3GPP”).

13 48. Currently, all 3G networks claiming to be UMTS compliant must comply
14 with the IMT-2000 global initiative as articulated by 3GPP.

15 49. UMTS improved upon previous platforms by efficiently supporting
16 increased speeds and capacity, thereby allowing even more robust uses of mobile
17 devices.

18 **GBT’S CONTRIBUTIONS TO THE TELECOMMUNICATIONS**
19 **STANDARDS REQUIRED BY THE IMT-2000 AND ARTICULATED BY**
20 **3GPP FOR 3G NETWORKS**

21 50. GBT’s ’793 patent, also known as the “Multicode patent,” relates to 3G
22 compliant mobile devices utilizing UMTS compliant technology.

23 51. The technology claimed in the ’793 patent was developed by GBT, an
24 innovator in the mobile telecommunications field.

25 52. Founded in 1995, GBT was formed for the purpose of developing
26 wireless solutions. Originally, GBT focused upon developing solutions relating to
27 making wireless connections to broadband data networks.

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1 53. GBT assisted in developing wireless solutions in the wireless
2 marketplace and certain wireless technologies, including a wireless multi-media
3 service using GBT's technology known as Code Division Multiple Access technology
4 or "GB-CDMA". GBT also co-chaired a standardization committee that developed
5 3G technologies.

6 54. In 1998, after the announcement that 3G would be standardized based on
7 UMTS, GBT invested additional resources designed to make the 3G UMTS
8 environment more efficient and faster.

9 55. In 2001, many of GBT's technical innovations and contributions were
10 ultimately adopted by 3GPP as an important and necessary part of the 3G and UMTS
11 standards. 3GPP articulated these global standards in several documents, including
12 one document entitled "3GPP; Technical Specification Group Radio Access Network;
13 Physical Layer Procedures (FDD)", of which there have been several releases.

14 56. GBT's contributions to the 3G UMTS global standards greatly enhanced
15 the efficiency with which data could be transmitted and was integral in enabling rapid,
16 efficient connections of UMTS compliant mobile devices to a UMTS compliant 3G
17 network.

18 57. As a result of being adopted as part of the standard for 3G and UMTS,
19 certain of GBT's technology is necessarily required for any use of a 3G UMTS
20 compliant mobile device.

21 58. GBT, desiring to protect its technology, sought patents from the United
22 States Patent and Trademark Office.

23 59. On February 6, 1998, GBT filed the '793 patent application and on June
24 13, 2000, the United States Patent & Trademark Office duly and legally issued United
25 States Letters Patent No. 6,075,793 entitled "HIGH EFFICIENCY SPREAD
26 SPECTRUM SYSTEM AND METHOD". A true and correct copy of the '793 patent
27 is attached hereto as Exhibit 1 and incorporated herein by reference.

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1 60. The '793 patent describes a multichannel-spread-spectrum system for
2 communicating a plurality of data -sequence signals from a plurality of data channels
3 using parallel chip-sequence signals in which fewer than all of the channels include
4 header information. A header device concatenates a header to a first data sequence
5 signal on a first channel. Data -sequence signals in parallel channels are sent without
6 a header, and are timed from the header in the first channel. By sending data through
7 parallel spread-spectrum channels, while including headers in fewer than all of the
8 channels, the invention increases data transmission efficiency.

9 61. The '793 patent claims certain of GBT's contributions to the 3G UMTS
10 standards required by the IMT-2000 and articulated by 3GPP.

11 **DEFENDANT APPLE'S UNAUTHORIZED USE**
12 **OF THE MULTICODE PATENT**

13 62. Apple is a leader in providing user-friendly mobile devices to the public.
14 Apple's most well-known products include mobile music players, personal computers
15 and laptops, and the iPhone.

16 63. The iPhone, first introduced in 2007, provided users easy access to an
17 interface which allowed users to not only make phone calls easily but also to play
18 games, take and send photographs, play music, among other functions.

19 64. On June 11, 2008, Apple released the iPhone 3G, which utilizes UMTS
20 compliant technology. The iPhone 3G supports faster 3G data speeds via UMTS
21 compliant technology and quickly became a favorite among wireless services
22 subscribers.

23 65. In 2009, Apple released the iPhone 3GS, which continues to operate on
24 UMTS compliant 3G networks but sported upgrades and improvements, including a
25 video camera, as compared to the iPhone 3G.

26 66. To date, Apple continues to make, offer for sale, and sell mobile devices
27 that are specifically configured to operate on UMTS compliant 3G wireless networks,
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1 including the Apple iPhone 3G, the iPhone 3GS, and versions of a mobile reader with
2 a 3G 4G connectivity option marketed as the Apple iPad. Millions of the iPhones and
3 iPads are active in the U.S. alone and the iPhone and iPad continue to increase in
4 popularity.

5 67. At least as early as April 15, 2009, GBT contacted Apple by letter,
6 informing Apple that certain of GBT's patented technology was required by the
7 standard articulated by 3GPP, and offering Apple the opportunity to license GBT's
8 patents. Apple has not, to date, taken a license or otherwise obtained GBT's
9 permission to use GBT's patented technology.

10 **DEFENDANT MOTOROLA'S UNAUTHORIZED USE**
11 **OF THE MULTICODE PATENT**

12 68. Defendant Motorola is a Fortune 100 telecommunications company
13 based in Schaumburg, Illinois. It is a manufacturer of cellular phones, as well as many
14 other products.

15 69. Motorola makes, sells, offers for sale and/or imports certain mobile
16 stations which are configured to allow connection to 3G UMTS compliant wireless
17 networks. Those mobile stations manufactured by Motorola that are configured to
18 allow connection to UMTS compliant 3G wireless networks include the Motorola
19 Tundra, Backflip, Karma, and Cliq XT devices.

20 70. At least as early as April 15, 2009, GBT contacted Motorola by letter,
21 informing Motorola that certain of GBT's patented technology was required by the
22 standard articulated by 3GPP and offering Motorola the opportunity to license GBT's
23 patents.

24 71. Motorola has not, to date, taken a license or otherwise obtained GBT's
25 permission to use GBT's patented technology.

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DEFENDANT AMAZON'S UNAUTHORIZED USE
OF THE MULTICODE PATENT

72. Amazon is an online retailer and sells books, e-readers, DVDs, CDs, computer software, video games, electronics, apparel and other items through its online website operating at <http://www.amazon.com>.

73. Amazon makes, uses, sells, offers for sale and/or imports into the United States certain mobile stations which are configured to allow connection to 3G UMTS compliant wireless networks. Those mobile stations manufactured, used, sold, offered for sale and/or imported by Amazon that are configured to allow connection to UMTS compliant 3G wireless networks include the Amazon e-reader marketed as the Kindle 3G + Wifi.

DEFENDANT BARNES & NOBLE'S UNAUTHORIZED USE
OF THE MULTICODE PATENT

74. Barnes & Noble is a retailer selling books, magazines and e-readers, among other items. Barnes & Noble makes its sales through its retail facilities as well as online through its website operating at <http://www.barnesandnoble.com>.

75. Barnes & Noble makes, uses, sells, offers for sale and/or imports into the United States certain mobile stations which are configured to allow connection to 3G UMTS compliant wireless networks. Those mobile stations manufactured, used, sold, offered for sale and/or imported by Barnes & Noble that are configured to allow connection to 3G UMTS compliant wireless networks include the Barnes & Noble e-reader marketed as the Nook 3G + Wifi device.

DEFENDANT DELL'S UNAUTHORIZED USE
OF THE MULTICODE PATENT

76. Dell designs and markets personal computing solutions including computers, desktop personal computers, notebook computers, servers and displays.

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1 77. Dell makes, uses, sells, offers for sale and/or imports into the United
2 States certain mobile stations which are configured to allow connection to 3G UMTS
3 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
4 for sale and/or imported by Dell that are configured to allow connection to 3G UMTS
5 compliant wireless networks include the Dell Inspiron Mini 10 HD, the Dell Streak 7,
6 and the Dell Inspiron Mini 10 4G devices.

7 **DEFENDANT HP'S UNAUTHORIZED USE**
8 **OF THE MULTICODE PATENT**

9 78. HP is a leading global provider of products, technologies, software,
10 solutions and services to individual consumers, small- and medium-sized businesses
11 and large enterprises. HP provides personal computers, workstations, handheld
12 computing devices, calculators and other related accessories, software and services for
13 the commercial and consumer markets. These products range from basic PDAs to
14 advanced "smartphone" devices with voice and data capability.

15 79. HP makes, uses, sells, offers for sale and/or imports into the United
16 States certain mobile stations which are configured to allow connection to 3G UMTS
17 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
18 for sale and/or imported by HP that are configured to allow connection to 3G UMTS
19 compliant wireless networks include the HP Mini 110 and the iPaq Glisten devices.

20 **DEFENDANT HTC'S UNAUTHORIZED USE**
21 **OF THE MULTICODE PATENT**

22 80. HTC is designs and manufacturers electronic products, including
23 smartphones. HTC's sales revenue totaled \$2.2 billion for 2005, a 102% increase
24 from the previous year. It has been listed as the fastest growing technology company
25 in BusinessWeek's Info Tech 100.

26 81. HTC makes, uses, sells, offers for sale and/or imports into the United
27 States certain mobile stations which are configured to allow connection to 3G UMTS
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1 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
2 for sale and/or imported by HTC that are configured to allow connection to 3G UMTS
3 compliant wireless networks include the HD2 and HD7 devices.

4 82. HTC makes, uses, sells, offers for sale and/or imports into the United
5 States certain mobile stations which are configured to allow connection to 3G UMTS
6 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
7 for sale and/or imported by HTC that are configured to allow connection to 3G UMTS
8 compliant wireless networks include the Surround, Aria, Pure and Tilt2 devices.

9 83. At least as early as April 15, 2009, GBT contacted HTC by letter,
10 informing HTC that certain of GBT's patented technology was required by the
11 standard articulated by 3GPP and offering HTC the opportunity to license GBT's
12 patents.

13 84. HTC has not, to date, taken a license or otherwise obtained GBT's
14 permission to use GBT's patented technology.

15 **DEFENDANT LG'S UNAUTHORIZED USE**
16 **OF THE MULTICODE PATENT**

17 85. LG designs and manufactures electronics, home appliances and mobile
18 phones. LG is extremely successful, earning \$38.6 billion in global sales and
19 employing more than 82,000 people in over 80 subsidiaries worldwide.

20 86. LG makes, uses, sells, offers for sale and/or imports into the United
21 States certain mobile stations which are configured to allow connection to 3G UMTS
22 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
23 for sale and/or imported by LG that are configured to allow connection to 3G UMTS
24 compliant wireless networks include the LG CF360, Incite, Shine II, Arena, Neon,
25 Xenon, expo, GU295, Quantum, Encore and VU Plus devices.

26 87. LG makes, uses, sells, offers for sale and/or imports into the United
27 States certain mobile stations which are configured to allow connection to 3G UMTS

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1 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
2 for sale and/or imported by LG that are configured to allow connection to 3G UMTS
3 compliant wireless network include the LG Sentio, dLite and Optimus T devices.

4 88. At least as early as April 15, 2009, GBT contacted LG by letter,
5 informing LG that certain of GBT's patented technology was required by the standard
6 articulated by 3GPP and offering LG the opportunity to license GBT's patents.

7 89. LG has not, to date, taken a license or otherwise obtained GBT's
8 permission to use GBT's patented technology.

9 **DEFENDANT LENOVO'S UNAUTHORIZED USE**
10 **OF THE MULTICODE PATENT**

11 90. Lenovo designs and manufacturers electronic products including
12 desktops, notebook personal computers, workstations, servers, storage drives,
13 software and other services. Lenovo is located worldwide and in 2009 Lenovo
14 became the fourth largest vendor of personal computers in the world.

15 91. Lenovo makes, uses, sells, offers for sale and/or imports into the United
16 States certain mobile stations which are configured to allow connection to 3G UMTS
17 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
18 for sale and/or imported by Lenovo that are configured to allow connection to 3G
19 UMTS compliant wireless networks include the Lenovo S10 device.

20 **DEFENDANT PALM'S UNAUTHORIZED USE**
21 **OF THE MULTICODE PATENT**

22 92. Palm is well-known for designing and manufacturing personal digital
23 assistant products, including electronic organizers and smart phones.

24 93. Palm makes, uses, sells, offers for sale and/or imports into the United
25 States certain mobile stations which are configured to allow connection to 3G UMTS
26 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
27 for sale and/or imported by Palm that are configured to allow connection to 3G
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1 UMTS compliant wireless networks include the Palm Pre Plus and the Palm Pixi Plus
2 devices.

3 94. At least as early as April 15, 2009, GBT contacted Palm by letter,
4 informing Palm that certain of GBT's patented technology was required by the
5 standard articulated by 3GPP and offering Palm the opportunity to license GBT's
6 patents.

7 95. Palm has not, to date, taken a license or otherwise obtained GBT's
8 permission to use GBT's patented technology.

9 **DEFENDANT PANTECH'S UNAUTHORIZED USE**
10 **OF THE MULTICODE PATENT**

11 96. Pantech designs and manufactures electronics, including dual-sliding,
12 double-keyboard mobile devices, as well as camera flip phones.

13 97. Pantech makes, uses, sells, offers for sale and/or imports into the United
14 States certain mobile stations which are configured to allow connection to 3G UMTS
15 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
16 for sale and/or imported by Pantech that are configured to allow connection to 3G
17 UMTS compliant wireless networks include the Pantech Impact, Breeze II, Link,
18 Pursuit, Ease, Reveal and Laser devices.

19 **DEFENDANT RIM'S UNAUTHORIZED USE**
20 **OF THE MULTICODE PATENT**

21 98. RIM designs and manufactures electronics and is perhaps best known as
22 the developer of the BlackBerry branded mobile devices used by millions of people
23 worldwide.

24 99. RIM makes, uses, sells, offers for sale and/or imports into the United
25 States certain mobile stations which are configured to allow connection to 3G UMTS
26 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
27 for sale and/or imported by RIM that are configured to allow connection to 3G UMTS
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1 compliant wireless networks include the Blackberry Bold 9700, Blackberry Bold
2 9000, Blackberry Curve 8310, Blackberry Pearl 8110, Blackberry Curve 8900,
3 Blackberry Curve 8320, Blackberry Pearl 3G and Blackberry Torch devices.

4 100. RIM makes, uses, sells, offers for sale and/or imports into the United
5 States certain mobile stations which are configured to allow connection to 3G UMTS
6 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
7 for sale and/or imported by RIM that are configured to allow connection to 3G UMTS
8 compliant wireless networks include the Blackberry Bold 9700, Blackberry Bold
9 9780 and Blackberry Curve 3G devices.

10 101. At least as early as April 15, 2009, GBT contacted RIM by letter,
11 informing RIM that certain of GBT's patented technology was required by the
12 standard articulated by 3GPP and offering RIM the opportunity to license GBT's
13 patents.

14 102. RIM has not, to date, taken a license or otherwise obtained GBT's
15 permission to use GBT's patented technology.

16 **DEFENDANT SAMSUNG'S UNAUTHORIZED USE**
17 **OF THE MULTICODE PATENT**

18 103. Samsung is a leading global provider of telecommunications equipment
19 and networking solutions.

20 104. Samsung makes, uses, sells, offers for sale and/or imports into the United
21 States certain mobile stations which are configured to allow connection to 3G UMTS
22 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
23 for sale and/or imported by Samsung that are configured to allow connection to 3G
24 UMTS compliant wireless networks include the Samsung a777, Captivate, Evergreen,
25 Flight II, DoubleTime, Focus Flash, Infuse, Galaxy S II, Rugby Smart, Captivate
26 Glide, Galaxy S II Skyrocket, Focus S, Galaxy Note, Galaxy Tab, Exhibit II, Gravity
27 Smart, Dart, Gravity TXT, t259, and Gravity T devices.

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1 105. GBT and Samsung were parties to a May 24, 2002 license agreement
2 covering GBT's patented technologies. By its terms, the license expired on May 23,
3 2011. On or about May 10, 2011, GBT contacted Samsung by letter, informing
4 Samsung that certain of GBT's patented technology was required by the standard
5 articulated by 3GPP, informing Samsung that its license to GBT's patented
6 technologies was set to expire, and offering Samsung the opportunity to renew the
7 license. Samsung did not respond and allowed the license to expire without renewal.

8 106. Samsung has not, to date, renewed that license or otherwise obtained
9 GBT's permission to use GBT's patented technology.

10 **DEFENDANT SIERRA WIRELESS' UNAUTHORIZED USE**
11 **OF THE MULTICODE PATENT**

12 107. Sierra Wireless offers wireless technologies, solutions and wireless
13 device applications. Its products include aircards, data cards and mobile hotspots to
14 connect people wirelessly over 3G UMTS compliant networks worldwide.

15 108. Sierra Wireless makes, uses, sells, offers for sale and/or imports into the
16 United States certain mobile stations which are configured to allow connection to 3G
17 UMTS compliant wireless networks. Those mobile stations manufactured, used, sold,
18 offered for sale and/or imported by Sierra Wireless that are configured to allow
19 connection to 3G UMTS compliant networks include the Sierra Wireless Aircard 881
20 PC Card Modem.

21 **DEFENDANT SONY'S UNAUTHORIZED USE**
22 **OF THE MULTICODE PATENT**

23 109. Sony designs and manufacturers electronic products including
24 televisions, cameras, home theater equipment and e-readers.

25 110. Sony makes, uses, sells, offers for sale and/or imports into the United
26 States certain mobile stations which are configured to allow connection to 3G UMTS
27 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
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1 for sale and/or imported by Sony that are configured to allow connection to 3G
2 UMTS compliant wireless networks include the e-reader marketed as the Daily
3 Edition PRS-900 with 3G wireless access device.

4 **DEFENDANT ZTE'S UNAUTHORIZED USE**
5 **OF THE MULTICODE PATENT**

6 111. ZTE is a leading global provider of telecommunications equipment and
7 networking solutions. It offers products applicable to voice, data, multimedia and
8 wireless broadband services and has shipped more than 200 million mobile stations
9 worldwide, including to the United States.

10 112. ZTE makes, uses, sells, offers for sale and/or imports into the United
11 States certain mobile stations which are configured to allow connection to 3G UMTS
12 compliant wireless networks. Those mobile stations manufactured, used, sold, offered
13 for sale and/or imported by ZTE that are configured to allow connection to 3G UMTS
14 compliant wireless networks include the ZTE F160 device.

15 **FIRST CLAIM FOR RELIEF AGAINST APPLE FOR**
16 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

17 113. Plaintiff incorporates herein by reference the allegations set forth in
18 paragraphs 1-112 of this Complaint as though fully set forth herein.

19 114. Plaintiff GBT is the owner by assignment of the entire right, title, and
20 interest, including the right to enforce the '793 patent.

21 115. Apple has directly infringed and continues to directly infringe the '793
22 patent by making, using, selling, or offering for sale in or importing into the United
23 States mobile station devices used in UMTS compliant 3G wireless communication
24 networks, which embodies or otherwise practices one or more of the claims of the
25 '793 patent. These mobile devices include but are not limited to the Apple iPhone 3G
26 and the Apple iPhone 3GS and the Apple iPad, which can be purchased with a 3G
27 connectivity option.

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1 116. As a direct and proximate result of Apple's infringement of the '793
2 patent, Plaintiff has been and continues to be damaged in an amount yet to be
3 determined.

4 117. Apple has actual notice of the '793 patent owned by GBT.

5 118. Apple has not had, nor does it have a reasonable basis for believing that
6 it had or has the right to engage in the acts complained of herein.

7 119. Apple's infringement has been willful and deliberate, making this an
8 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
9 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

10 **SECOND CLAIM FOR RELIEF AGAINST MOTOROLA FOR**
11 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

12 120. Plaintiff incorporates herein by reference the allegations set forth in
13 paragraphs 1-112 of this Complaint as though fully set forth herein.

14 121. Plaintiff GBT is the owner by assignment of the entire right, title, and
15 interest, including the right to enforce the '793 patent.

16 122. Motorola has directly infringed and continues to directly infringe the
17 '793 patent by making, using, selling, or offering for sale in or importing into the
18 United States mobile station devices used within UMTS compliant 3G wireless
19 communication networks, which embodies or otherwise practices one or more of the
20 claims of the '793 patent. These mobile devices include but are not limited to the
21 Tundra, Backflip, Karma and CliqXT devices.

22 123. As a direct and proximate result of Motorola's infringement of the '793
23 patent, Plaintiff has been and continues to be damaged in an amount yet to be
24 determined.

25 124. Motorola has actual notice of the '793 patent owned by GBT.

26 125. Motorola has not had, nor does it have a reasonable basis for believing
27 that it had or has the right to engage in the acts complained of herein.

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1 126. Motorola's infringement has been willful and deliberate, making this an
2 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
3 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

4 **THIRD CLAIM FOR RELIEF AGAINST AMAZON FOR**
5 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

6 127. Plaintiff incorporates herein by reference the allegations set forth in
7 paragraphs 1-112 of this Complaint as though fully set forth herein.

8 128. Plaintiff GBT is the owner by assignment of the entire right, title, and
9 interest, including the right to enforce the '793 patent.

10 129. Amazon has directly infringed and continues to directly infringe the '793
11 patent by making, using, selling, or offering for sale in or importing into the United
12 States mobile station devices used within UMTS compliant 3G wireless
13 communication networks, which embodies or otherwise practices one or more of the
14 claims of the '793 patent. These mobile devices include but are not limited to the
15 Kindle 3G + Wifi device.

16 130. As a direct and proximate result of Amazon's infringement of the '793
17 patent, Plaintiff has been and continues to be damaged in an amount yet to be
18 determined.

19 131. Amazon has actual notice of the '793 patent owned by GBT.

20 132. Amazon has not had, nor does it have a reasonable basis for believing
21 that it had or has the right to engage in the acts complained of herein.

22 **FOURTH CLAIM FOR RELIEF AGAINST BARNES & NOBLE FOR**
23 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

24 133. Plaintiff incorporates herein by reference the allegations set forth in
25 paragraphs 1-112 of this Complaint as though fully set forth herein.

26 134. Plaintiff GBT is the owner by assignment of the entire right, title, and
27 interest, including the right to enforce the '793 patent.

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1 135. Barnes & Noble has directly infringed and continues to directly infringe
2 the '793 patent by making, using, selling, or offering for sale in or importing into the
3 United States mobile station devices used within UMTS compliant 3G wireless
4 communication networks, which embodies or otherwise practices one or more of the
5 claims of the '793 patent. These mobile devices include but are not limited to the
6 Nook 3G + Wifi device.

7 136. As a direct and proximate result of Barnes & Noble's infringement of the
8 '793 patent, Plaintiff has been and continues to be damaged in an amount yet to be
9 determined.

10 137. Barnes & Noble has actual notice of the '793 patent owned by GBT.

11 138. Barnes & Noble has not had, nor does it have a reasonable basis for
12 believing that it had or has the right to engage in the acts complained of herein.

13 **FIFTH CLAIM FOR RELIEF AGAINST DELL FOR**
14 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

15 139. Plaintiff incorporates herein by reference the allegations set forth in
16 paragraphs 1-112 of this Complaint as though fully set forth herein.

17 140. Plaintiff GBT is the owner by assignment of the entire right, title, and
18 interest, including the right to enforce the '793 patent.

19 141. Dell has directly infringed and continues to directly infringe the '793
20 patent by making, using, selling, or offering for sale in or importing into the United
21 States mobile station devices used within UMTS compliant 3G wireless
22 communication networks, which embodies or otherwise practices one or more of the
23 claims of the '793 patent. These mobile devices include but are not limited to the Dell
24 Inspiron Mini 10 HD, the Dell Streak 7, and the Dell Inspiron Mini 10 4G devices.

25 142. As a direct and proximate result of Dell's infringement of the '793
26 patent, Plaintiff has been and continues to be damaged in an amount yet to be
27 determined.

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1 143. Dell has actual notice of the '793 patent owned by GBT.

2 144. Dell has not had, nor does it have a reasonable basis for believing that it
3 had or has the right to engage in the acts complained of herein.

4 **SIXTH CLAIM FOR RELIEF AGAINST HP FOR**
5 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

6 145. Plaintiff incorporates herein by reference the allegations set forth in
7 paragraphs 1-112 of this Complaint as though fully set forth herein.

8 146. Plaintiff GBT is the owner by assignment of the entire right, title, and
9 interest, including the right to enforce the '793 patent.

10 147. HP has directly infringed and continues to directly infringe the '793
11 patent by making, using, selling, or offering for sale in or importing into the United
12 States mobile station devices used within UMTS compliant 3G wireless
13 communication networks, which embodies or otherwise practices one or more of the
14 claims of the '793 patent. These mobile devices include but are not limited to the iPaq
15 Glisten and the HP Mini 110 devices.

16 148. As a direct and proximate result of HP's infringement of the '793 patent,
17 Plaintiff has been and continues to be damaged in an amount yet to be determined.

18 149. HP has actual notice of the '793 patent owned by GBT.

19 150. HP has not had, nor does it have a reasonable basis for believing that it
20 had or has the right to engage in the acts complained of herein.

21 **SEVENTH CLAIM FOR RELIEF AGAINST HTC FOR**
22 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

23 151. Plaintiff incorporates herein by reference the allegations set forth in
24 paragraphs 1-112 of this Complaint as though fully set forth herein.

25 152. Plaintiff GBT is the owner by assignment of the entire right, title, and
26 interest, including the right to enforce the '793 patent.

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1 153. HTC has directly infringed and continues to directly infringe the '793
2 patent by making, using, selling, or offering for sale in or importing into the United
3 States mobile station devices used within UMTS compliant 3G wireless
4 communication networks, which embodies or otherwise practices one or more of the
5 claims of the '793 patent. These mobile devices include but are not limited to the
6 HTC HD2, HD7, Surround, Aria, Pure and Tilt2 devices.

7 154. As a direct and proximate result of HTC's infringement of the '793
8 patent, Plaintiff has been and continues to be damaged in an amount yet to be
9 determined.

10 155. HTC has actual notice of the '793 patent owned by GBT.

11 156. HTC has not had, nor does it have a reasonable basis for believing that it
12 had or has the right to engage in the acts complained of herein.

13 157. HTC's infringement has been willful and deliberate, making this an
14 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
15 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

16 **EIGHTH CLAIM FOR RELIEF AGAINST LG FOR**
17 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

18 158. Plaintiff incorporates herein by reference the allegations set forth in
19 paragraphs 1-112 of this Complaint as though fully set forth herein.

20 159. Plaintiff GBT is the owner by assignment of the entire right, title, and
21 interest, including the right to enforce the '793 patent.

22 160. LG has directly infringed and continues to directly infringe the '793
23 patent by making, using, selling, or offering for sale in or importing into the United
24 States mobile station devices used within UMTS compliant 3G wireless
25 communication networks, which embodies or otherwise practices one or more of the
26 claims of the '793 patent. These mobile devices include but are not limited to the LG
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1 CF360, Incite, Shine II, Arena, Neon, Xenon, expo, GU295, Quantum, Encore, VU
2 Plus, LG Sentio, dLite and Optimus T devices.

3 161. As a direct and proximate result of LG's infringement of the '793 patent,
4 Plaintiff has been and continues to be damaged in an amount yet to be determined.

5 162. LG has actual notice of the '793 patent owned by GBT.

6 163. LG has not had, nor does it have a reasonable basis for believing that it
7 had or has the right to engage in the acts complained of herein.

8 164. LG's infringement has been willful and deliberate, making this an
9 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
10 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

11 **NINTH CLAIM FOR RELIEF AGAINST LENOVO FOR**
12 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

13 165. Plaintiff incorporates herein by reference the allegations set forth in
14 paragraphs 1-112 of this Complaint as though fully set forth herein.

15 166. Plaintiff GBT is the owner by assignment of the entire right, title, and
16 interest, including the right to enforce the '793 patent.

17 167. Lenovo has directly infringed and continues to directly infringe the '793
18 patent by making, using, selling, or offering for sale in or importing into the United
19 States mobile station devices used within UMTS compliant 3G wireless
20 communication networks, which embodies or otherwise practices one or more of the
21 claims of the '793 patent. These mobile devices include but are not limited to the
22 Lenovo S10 device.

23 168. As a direct and proximate result of Lenovo's infringement of the '793
24 patent, Plaintiff has been and continues to be damaged in an amount yet to be
25 determined.

26 169. Lenovo has actual notice of the '793 patent owned by GBT.
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1 170. Lenovo has not had, nor does it have a reasonable basis for believing that
2 it had or has the right to engage in the acts complained of herein.

3 **TENTH CLAIM FOR RELIEF AGAINST PALM FOR**
4 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

5 171. Plaintiff incorporates herein by reference the allegations set forth in
6 paragraphs 1-112 of this Complaint as though fully set forth herein.

7 172. Plaintiff GBT is the owner by assignment of the entire right, title, and
8 interest, including the right to enforce the '793 patent.

9 173. Palm has directly infringed and continues to directly infringe the '793
10 patent by making, using, selling, or offering for sale in or importing into the United
11 States mobile station devices used within UMTS compliant 3G wireless
12 communication networks, which embodies or otherwise practices one or more of the
13 claims of the '793 patent. These mobile devices include but are not limited to the
14 Palm Pre Plus and the Palm Pixi Plus devices.

15 174. As a direct and proximate result of Palm's infringement of the '793
16 patent, Plaintiff has been and continues to be damaged in an amount yet to be
17 determined.

18 175. Palm has actual notice of the '793 patent owned by GBT.

19 176. Palm has not had, nor does it have a reasonable basis for believing that it
20 had or has the right to engage in the acts complained of herein.

21 177. Palm's infringement has been willful and deliberate, making this an
22 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
23 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

24 **ELEVENTH CLAIM FOR RELIEF AGAINST PANTECH FOR**
25 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

26 178. Plaintiff incorporates herein by reference the allegations set forth in
27 paragraphs 1-112 of this Complaint as though fully set forth herein.

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LOS ANGELES, CALIFORNIA

McKool Smith Hennigan, P.C.
LOS ANGELES, CALIFORNIA

1 179. Plaintiff GBT is the owner by assignment of the entire right, title, and
2 interest, including the right to enforce the '793 patent.

3 180. Pantech has directly infringed and continues to directly infringe the '793
4 patent by making, using, selling, or offering for sale in or importing into the United
5 States mobile station devices used within UMTS compliant 3G wireless
6 communication networks, which embodies or otherwise practices one or more of the
7 claims of the '793 patent. These mobile devices include but are not limited to the
8 Pantech Impact, Breeze II, Link, Pursuit, Ease, Reveal and Laser devices.

9 181. As a direct and proximate result of Pantech's infringement of the '793
10 patent, Plaintiff has been and continues to be damaged in an amount yet to be
11 determined.

12 182. Pantech has actual notice of the '793 patent owned by GBT.

13 183. Pantech has not had, nor does it have a reasonable basis for believing that
14 it had or has the right to engage in the acts complained of herein.

15 184. As a direct and proximate result of Pantech's infringement of the '793
16 patent, Plaintiff has been and continues to be damaged in an amount yet to be
17 determined.

18 **TWELFTH CLAIM FOR RELIEF AGAINST RIM FOR**
19 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

20 185. Plaintiff incorporates herein by reference the allegations set forth in
21 paragraphs 1-112 of this Complaint as though fully set forth herein.

22 186. Plaintiff GBT is the owner by assignment of the entire right, title, and
23 interest, including the right to enforce the '793 patent.

24 187. RIM has directly infringed and continues to directly infringe the '793
25 patent by making, using, selling, or offering for sale in or importing into the United
26 States mobile station devices used within UMTS compliant 3G wireless
27 communication networks, which embodies or otherwise practices one or more of the
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1 claims of the '793 patent. These mobile devices include but are not limited to the
2 Blackberry Bold 9700, Blackberry Bold 9780 and Blackberry Curve 3G, Blackberry
3 Bold 9700, Blackberry Bold 9000, Blackberry Curve 8310, Blackberry Pearl 8110,
4 Blackberry Curve 8900, Blackberry Curve 8320, Blackberry Pearl 3G and Blackberry
5 Torch devices.

6 188. As a direct and proximate result of RIM's infringement of the '793
7 patent, Plaintiff has been and continues to be damaged in an amount yet to be
8 determined.

9 189. RIM has actual notice of the '793 patent owned by GBT.

10 190. RIM has not had, nor does it have a reasonable basis for believing that it
11 had or has the right to engage in the acts complained of herein.

12 191. RIM's infringement has been willful and deliberate, making this an
13 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
14 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

15 **THIRTEENTH CLAIM FOR RELIEF AGAINST SAMSUNG FOR**
16 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

17 192. Plaintiff incorporates herein by reference the allegations set forth in
18 paragraphs 1-112 of this Complaint as though fully set forth herein.

19 193. Plaintiff GBT is the owner by assignment of the entire right, title, and
20 interest, including the right to enforce the '793 patent.

21 194. Samsung has directly infringed and continues to directly infringe the
22 '793 patent by making, using, selling, or offering for sale in or importing into the
23 United States mobile station devices used within UMTS compliant 3G wireless
24 communication networks, which embodies or otherwise practices one or more of the
25 claims of the '793 patent. These mobile devices include but are not limited the
26 Samsung a777, Captivate, Evergreen, Flight II, DoubleTime, Focus Flash, Infuse,
27 Galaxy S II, Rugby Smart, Captivate Glide, Galaxy S II Skyrocket, Focus S, Galaxy
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1 Note, Galaxy Tab, Exhibit II, Gravity Smart, Dart, Gravity TXT, t259, and Gravity T
2 devices.

3 195. As a direct and proximate result of Samsung's infringement of the '793
4 patent, Plaintiff has been and continues to be damaged in an amount yet to be
5 determined.

6 196. Samsung has actual notice of the '793 patent owned by GBT.

7 197. Samsung has not had, nor does it have a reasonable basis for believing
8 that it had or has the right to engage in the acts complained of herein

9 198. Samsung's infringement has been willful and deliberate, making this an
10 exceptional case and justifying the award of treble damages pursuant to 35 U.S.C. §
11 284 and attorneys' fees pursuant to 35 U.S.C. § 285.

12 **FOURTEENTH CLAIM FOR RELIEF AGAINST SIERRA WIRELESS FOR**
13 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

14 199. Plaintiff incorporates herein by reference the allegations set forth in
15 paragraphs 1-112 of this Complaint as though fully set forth herein.

16 200. Plaintiff GBT is the owner by assignment of the entire right, title, and
17 interest, including the right to enforce the '793 patent.

18 201. Sierra Wireless has directly infringed and continues to directly infringe
19 the '793 patent by making, using, selling, or offering for sale in or importing into the
20 United States mobile station devices used within UMTS compliant 3G wireless
21 communication networks, which embodies or otherwise practices one or more of the
22 claims of the '793 patent. These mobile devices include but are not limited to the
23 Sierra Wireless 881 PC Card Modem.

24 202. As a direct and proximate result of Sierra Wireless' infringement of the
25 '793 patent, Plaintiff has been and continues to be damaged in an amount yet to be
26 determined.

27 203. Sierra Wireless has actual notice of the '793 patent owned by GBT.
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1 204. Sierra Wireless has not had, nor does it have a reasonable basis for
2 believing that it had or has the right to engage in the acts complained of herein.

3 **FIFTEENTH CLAIM FOR RELIEF AGAINST SONY FOR**
4 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

5 205. Plaintiff incorporates herein by reference the allegations set forth in
6 paragraphs 1-112 of this Complaint as though fully set forth herein.

7 206. Plaintiff GBT is the owner by assignment of the entire right, title, and
8 interest, including the right to enforce the '793 patent.

9 207. Sony has directly infringed and continues to directly infringe the '793
10 patent by making, using, selling, or offering for sale in or importing into the United
11 States mobile station devices used within UMTS compliant 3G wireless
12 communication networks, which embodies or otherwise practices one or more of the
13 claims of the '793 patent. These mobile devices include but are not limited to the
14 Sony e-reader Daily Edition PRS-900 with 3G wireless access device.

15 208. As a direct and proximate result of Sony's infringement of the '793
16 patent, Plaintiff has been and continues to be damaged in an amount yet to be
17 determined.

18 209. Sony has actual notice of the '793 patent owned by GBT.

19 210. Sony has not had, nor does it have a reasonable basis for believing that it
20 had or has the right to engage in the acts complained of herein.

21 **SIXTEENTH CLAIM FOR RELIEF AGAINST ZTE FOR**
22 **INFRINGEMENT OF U.S. PATENT NO. 6,075,793**

23 211. Plaintiff incorporates herein by reference the allegations set forth in
24 paragraphs 1-112 of this Complaint as though fully set forth herein.

25 212. Plaintiff GBT is the owner by assignment of the entire right, title, and
26 interest, including the right to enforce the '793 patent.

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1 213. ZTE has directly infringed and continues to directly infringe the '793
2 patent by making, using, selling, or offering for sale in or importing into the United
3 States mobile station devices used within UMTS compliant 3G wireless
4 communication networks, which embodies or otherwise practices one or more of the
5 claims of the '793 patent. These mobile devices include but are not limited to the
6 ZTE F160 device.

7 214. As a direct and proximate result of ZTE's infringement of the '793
8 patent, Plaintiff has been and continues to be damaged in an amount yet to be
9 determined.

10 215. ZTE has actual notice of the '793 patent owned by GBT.

11 216. ZTE has not had, nor does it have a reasonable basis for believing that it
12 had or has the right to engage in the acts complained of herein.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment against each Defendant as follows:

15 1. For a judicial determination and declaration that each of the Defendants
16 has infringed and continues to infringe the Patent-in-Suit by making, using, importing,
17 offering for sale, and/or selling mobile devices that are used to connect to UMTS
18 compliant 3G networks in the United States;

19 2. For a judicial determination and decree that each of the Defendants'
20 infringement of the Patent-in-Suit is willful;

21 3. For damages resulting from each of the Defendants' past and present
22 infringement of the Patent-in-Suit and the trebling of such damages because of the
23 willful and deliberate nature of its infringement;

24 4. For a declaration that this is an exceptional case under 35 U.S.C. § 285
25 and for an award of attorneys' fees and costs in this action;

26 5. For an assessment of prejudgment interest; and
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1 6. For such other and further relief as the Court may deem just and proper
2 under the circumstances.

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4 DATED: July --, 2012

McKool SMITH HENNIGAN, P.C.

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6
7 By _____

Lawrence M. Hadley

8 Attorneys for Plaintiff, GOLDEN BRIDGE
9 TECHNOLOGY, INC.
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LOS ANGELES, CALIFORNIA

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial pursuant to Rule 38 of the Federal Rules of Civil Procedure as to all issues in this lawsuit.

DATED: July --, 2012

McKool Smith Hennigan, P.C.

By

Lawrence M. Hadley

Attorneys for Plaintiff GOLDEN BRIDGE TECHNOLOGY, INC.

McKool Smith Hennigan, P.C.
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