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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

<p>GPNE CORP.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>PANTECH CO. LTD. AND PANTECH WIRELESS, INC.,</p> <p style="text-align: center;">Defendants.</p>		<p style="text-align: center;">Civil No. 4:12-CV-03056-LHK</p> <p style="text-align: center;"><b>JURY TRIAL DEMANDED</b></p>
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**FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Pursuant to the Court’s Case Management Order (Dkt. No. 46), Plaintiff GPNE Corp. submits this First Amended Complaint as follows:

**PARTIES**

1. Plaintiff GPNE is a corporation organized and existing under the laws of the state of Delaware with its principal place of business in Honolulu, Hawai‘i.

2. Defendant Pantech Co. Ltd. (“Pantech Co.”) is a corporation organized and existing under the laws of the Republic of Korea with its principal place of business in Seoul, Korea. Pantech Co. has been served with process and has appeared.

3. Defendant Pantech Wireless, Inc. (“Pantech Wireless”) is a corporation organized and existing under the laws of the state of Georgia with a principal place of business in Atlanta, Georgia. Pantech Wireless has been served with process and has appeared.

4. Pantech Co. and Pantech Wireless are collectively referred to as “Pantech” or “Defendants.”

5. On information and belief, this Court has personal jurisdiction over Pantech because Pantech has committed, and continues to commit, acts of infringement in this judicial district, has conducted business in this judicial district and/or has engaged in continuous and systematic activities in this judicial district. Pantech’s cellular phones and tablets are sold and offered for sale throughout this judicial district.

**JURISDICTION AND VENUE**

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2           6.       This action arises under the patent laws of the United States, Title 35 of the United  
3 States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and  
4 1338(a).

5           7.       Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and  
6 1400(b). On information and belief, Defendants are deemed to reside in this judicial district,  
7 have committed acts of infringement in this judicial district, have purposely transacted business  
8 in this judicial district and/or have regular and established places of business in this judicial  
9 district.

10          8.       Defendants are subject to this Court’s specific and general personal jurisdiction  
11 pursuant to due process and/or the California Long Arm Statute, due at least to their substantial  
12 business in this State and judicial district, including: (A) at least part of their infringing activities  
13 alleged herein; and (B) regularly doing or soliciting business and, accordingly, deriving  
14 substantial revenue from goods and services provided to California residents.

**FACTUAL BACKGROUND AND ALLEGATIONS**

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16          9.       On June 30, 2009, United States Patent No. 7,555,267 (“the ‘267 patent”) was  
17 duly and legally issued for a “Network Communication System Wherein A Node Obtains  
18 Resources For Transmitting Data By Transmitting Two Reservation Requests.” A true and  
19 correct copy of the ‘267 patent is attached hereto as Exhibit “A.”

20          10.      The ‘267 patent is valid, enforceable and was duly issued in full compliance with  
21 Title 35 of the United States Code.

22          11.      On August 4, 2009, United States Patent No. 7,570,954 (“the ‘954 patent”) was  
23 duly and legally issued for a “Communication System Wherein A Clocking Signal From A  
24 Controller, A Request From A Node, Acknowledgement Of The Request, And Data Transferred  
25 From The Node Are All Provided On Different Frequencies, Enabling Simultaneous  
26 Transmission Of These Signals.” A true and correct copy of the ‘954 patent is attached hereto as  
27 Exhibit “B.”  
28



1           23.     Pantech's Breeze can transmit and receive data over GPRS networks, such as  
2 those operated by AT&T or T-Mobile in the United States.

3           24.     Pantech's Breeze II is advertised as having the ability to operate with GPRS  
4 networks.

5           25.     Pantech's Breeze II can transmit and receive data over GPRS networks, such as  
6 those operated by AT&T or T-Mobile in the United States.

7           26.     Pantech's Breeze III is advertised as having the ability to operate with GPRS  
8 networks.

9           27.     Pantech's Breeze III can transmit and receive data over GPRS networks, such as  
10 those operated by AT&T or T-Mobile in the United States.

11           28.     Pantech's Burst is advertised as having the ability to operate with GPRS networks.

12           29.     Pantech's Burst can transmit and receive data over GPRS networks, such as those  
13 operated by AT&T or T-Mobile in the United States.

14           30.     Pantech's Burst is advertised as having the ability to operate with LTE networks.

15           31.     Pantech's Burst can transmit and receive data over LTE networks, such as those  
16 operated by AT&T or Verizon in the United States.

17           32.     Pantech's C610 is advertised as having the ability to operate with GPRS networks.

18           33.     Pantech's C610 can transmit and receive data over GPRS networks, such as those  
19 operated by AT&T or T-Mobile in the United States.

20           34.     Pantech's C630 is advertised as having the ability to operate with GPRS networks.

21           35.     Pantech's C630 can transmit and receive data over GPRS networks, such as those  
22 operated by AT&T or T-Mobile in the United States.

23           36.     Pantech's Caper is advertised as having the ability to operate with GPRS  
24 networks.

25           37.     Pantech's Caper can transmit and receive data over GPRS networks, such as those  
26 operated by AT&T or T-Mobile in the United States.

27           38.     Pantech's CDM 8635 is advertised as having the ability to operate with GPRS  
28 networks.

1           39.     Pantech's CDM 8635 can transmit and receive data over GPRS networks, such as  
2 those operated by AT&T or T-Mobile in the United States.

3           40.     Pantech's Crossover is advertised as having the ability to operate with GPRS  
4 networks.

5           41.     Pantech's Crossover can transmit and receive data over GPRS networks, such as  
6 those operated by AT&T or T-Mobile in the United States.

7           42.     Pantech's Crux is advertised as having the ability to operate with GPRS networks.

8           43.     Pantech's Crux can transmit and receive data over GPRS networks, such as those  
9 operated by AT&T or T-Mobile in the United States.

10          44.     Pantech's Ease is advertised as having the ability to operate with GPRS networks.

11          45.     Pantech's Ease can transmit and receive data over GPRS networks, such as those  
12 operated by AT&T or T-Mobile in the United States.

13          46.     Pantech's Element is advertised as having the ability to operate with GPRS  
14 networks.

15          47.     Pantech's Element can transmit and receive data over GPRS networks, such as  
16 those operated by AT&T or T-Mobile in the United States.

17          48.     Pantech's Element is advertised as having the ability to operate with LTE  
18 networks.

19          49.     Pantech's Element can transmit and receive data over LTE networks, such as  
20 those operated by AT&T or Verizon in the United States.

21          50.     Pantech's Flex is advertised as having the ability to operate with GPRS networks.

22          51.     Pantech's Flex can transmit and receive data over GPRS networks, such as those  
23 operated by AT&T or T-Mobile in the United States.

24          52.     Pantech's Flex is advertised as having the ability to operate with LTE networks.

25          53.     Pantech's Flex can transmit and receive data over LTE networks, such as those  
26 operated by AT&T or Verizon in the United States.

27          54.     Pantech's Hotshot is advertised as having the ability to operate with GPRS  
28 networks.

1           55.     Pantech's Hotshot can transmit and receive data over GPRS networks, such as  
2 those operated by AT&T or T-Mobile in the United States.

3           56.     Pantech's Impact is advertised as having the ability to operate with GPRS  
4 networks.

5           57.     Pantech's Impact can transmit and receive data over GPRS networks, such as  
6 those operated by AT&T or T-Mobile in the United States.

7           58.     Pantech's Jest is advertised as having the ability to operate with GPRS networks.

8           59.     Pantech's Jest can transmit and receive data over GPRS networks, such as those  
9 operated by AT&T or T-Mobile in the United States.

10          60.     Pantech's Jest 2 is advertised as having the ability to operate with GPRS networks.

11          61.     Pantech's Jest 2 can transmit and receive data over GPRS networks, such as those  
12 operated by AT&T or T-Mobile in the United States.

13          62.     Pantech's Laser is advertised as having the ability to operate with GPRS networks.

14          63.     Pantech's Laser can transmit and receive data over GPRS networks, such as those  
15 operated by AT&T or T-Mobile in the United States.

16          64.     Pantech's Link is advertised as having the ability to operate with GPRS networks.

17          65.     Pantech's Link can transmit and receive data over GPRS networks, such as those  
18 operated by AT&T or T-Mobile in the United States.

19          66.     Pantech's Link II is advertised as having the ability to operate with GPRS  
20 networks.

21          67.     Pantech's Link II can transmit and receive data over GPRS networks, such as  
22 those operated by AT&T or T-Mobile in the United States.

23          68.     Pantech's Marauder is advertised as having the ability to operate with LTE  
24 networks.

25          69.     Pantech's Marauder can transmit and receive data over LTE networks, such as  
26 those operated by AT&T or Verizon in the United States.

27          70.     Pantech's Matrix is advertised as having the ability to operate with GPRS  
28 networks.

1           71.     Pantech's Matrix can transmit and receive data over GPRS networks, such as  
2 those operated by AT&T or T-Mobile in the United States.

3           72.     Pantech's Matrix Pro is advertised as having the ability to operate with GPRS  
4 networks.

5           73.     Pantech's Matrix Pro can transmit and receive data over GPRS networks, such as  
6 those operated by AT&T or T-Mobile in the United States.

7           74.     Pantech's Pocket is advertised as having the ability to operate with GPRS  
8 networks.

9           75.     Pantech's Pocket can transmit and receive data over GPRS networks, such as  
10 those operated by AT&T or T-Mobile in the United States.

11          76.     Pantech's Pursuit is advertised as having the ability to operate with GPRS  
12 networks.

13          77.     Pantech's Pursuit can transmit and receive data over GPRS networks, such as  
14 those operated by AT&T or T-Mobile in the United States.

15          78.     Pantech's Pursuit II is advertised as having the ability to operate with GPRS  
16 networks.

17          79.     Pantech's Pursuit II can transmit and receive data over GPRS networks, such as  
18 those operated by AT&T or T-Mobile in the United States.

19          80.     Pantech's Renue is advertised as having the ability to operate with GPRS  
20 networks.

21          81.     Pantech's Renue can transmit and receive data over GPRS networks, such as those  
22 operated by AT&T or T-Mobile in the United States.

23          82.     Pantech's Reveal is advertised as having the ability to operate with GPRS  
24 networks.

25          83.     Pantech's Reveal can transmit and receive data over GPRS networks, such as  
26 those operated by AT&T or T-Mobile in the United States.

27          84.     Pantech's Swift is advertised as having the ability to operate with GPRS networks.  
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1 85. Pantech's Swift can transmit and receive data over GPRS networks, such as those  
2 operated by AT&T or T-Mobile in the United States.

3 **COUNT ONE**

4 (INFRINGEMENT OF THE '267 PATENT)

5 86. GPNE incorporates paragraphs 1 through 85 herein by reference.

6 87. This cause of action arises under the patent laws of the United States, and in  
7 particular, 35 U.S.C. §§ 271, *et seq.*

8 88. On information and belief, Defendant are directly infringing one or more claims of  
9 the '267 patent in this judicial district and elsewhere in the United States, including at least  
10 claims 1, 4, 8-9, 11-14, 18-23, 30-32, 39-42 and 45, by, among other things, making, using,  
11 offering for sale, selling and/or importing cellular phones and tablets with the ability to send and  
12 receive data via GPRS including, without limitation, the (1) 4G USB Modem, (2) Breeze, (3)  
13 Breeze II, (4) Breeze III, (5) Burst, (6) C610, (7) C630, (8) Caper, (9) CDM 8635, (10)  
14 Crossover, (11) Crux, (12) Ease, (13) Element, (14) Flex, (15) Hotshot, (16) Impact, (17) Jest,  
15 (18) Jest 2, (19) Laser, (20) Link, (21) Link II, (22) Matrix, (23) Matrix Pro, (24) Pocket, (25)  
16 Pursuit, (26) Pursuit II, (27) Renue, (28) Reveal, and (29) Swift, to customers.

17 89. On information and belief, Defendant are directly infringing one or more claims of  
18 the '267 patent in this judicial district and elsewhere in the United States, including at least  
19 claims 1, 2, 4, 7-8, 10, 19-21, 39-43, and 45, by, among other things, making, using, offering for  
20 sale, selling and/or importing cellular phones and tablets with the ability to send and receive data  
21 via LTE including, without limitation, the (1) 4G USB Modem, (2) Breakout, (3) Burst, (4)  
22 Element, (5) Flex, and (6) Marauder, to customers.

23 90. GPNE has been damaged as a result of Defendants' infringing conduct described  
24 in this Count. Defendants are, thus, liable to GPNE in an amount that adequately compensates it  
25 for Defendants' infringements, which, by law, cannot be less than a reasonable royalty, together  
26 with interest and costs as fixed by this Court under 35 U.S.C. § 284.

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**COUNT TWO**

(INFRINGEMENT OF THE '954 PATENT)

91. GPNE incorporates paragraphs 1 through 90 herein by reference.

92. This cause of action arises under the patent laws of the United States, and in particular, 35 U.S.C. §§ 271, *et seq.*

93. On information and belief, Defendants are directly infringing one or more claims of the '954 patent in this judicial district and elsewhere in the United States, including at least claims 13, 15-20, and 22-26, by, among other things, making, using, offering for sale, selling and/or importing cellular phones and tablets with the ability to send and receive data via GPRS including, without limitation, the (1) 4G USB Modem, (2) Breeze, (3) Breeze II, (4) Breeze III, (5) Burst, (6) C610, (7) C630, (8) Caper, (9) CDM 8635, (10) Crossover, (11) Crux, (12) Ease, (13) Element, (14) Flex, (15) Hotshot, (16) Impact, (17) Jest, (18) Jest 2, (19) Laser, (20) Link, (21) Link II, (22) Matrix, (23) Matrix Pro, (24) Pocket, (25) Pursuit, (26) Pursuit II, (27) Renue, (28) Reveal, and (29) Swift, to customers.

94. On information and belief, Defendants are directly infringing one or more claims of the '954 patent in this judicial district and elsewhere in the United States, including at least claims 13, 16-17, and 22, by, among other things, making, using, offering for sale, selling and/or importing cellular phones and tablets with the ability to send and receive data via LTE including, without limitation, the (1) 4G USB Modem, (2) Breakout, (3) Burst, (4) Element, (5) Flex, and (6) Marauder, to customers.

95. GPNE has been damaged as a result of Defendants' infringing conduct described in this Count. Defendants are, thus, liable to GPNE in an amount that adequately compensates it for Defendants' 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 THREE**

(INFRINGEMENT OF THE '492 PATENT)

96. GPNE incorporates paragraphs 1 through 95 herein by reference.



1 B. Judgment that Defendants account for and pay to GPNE all damages to and costs  
2 incurred by GPNE, including attorneys' fees, because of Defendants' infringing activities and  
3 other conduct complained of herein;

4 C. Judgment that Defendants account for and pay to GPNE a reasonable, on-going,  
5 post judgment royalty because of Defendants' infringing activities and other conduct complained  
6 of herein;

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

9 E. That GPNE be granted such other and further relief as the Court may deem just  
10 and proper under the circumstances.

11 Dated: October 24, 2012

Respectfully Submitted,

12  
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**ATTORNEYS FOR PLAINTIFF GPNE CORP.**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 24, 2012, I electronically submitted the foregoing FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT using the electronic case files system of the court. The electronic case files system sent a “Notice of Electronic Filing” to individuals who have consented in writing to accept this Notice as service of this document by electronic means.

/s/ Randall Garteiser  
Randall T. Garteiser