

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Good Technology Corporation,

Plaintiff,

v.

Civil Action No. 3:11-cv-02373-M

Little Red Wagon Technologies, Inc., (f/k/a
LRW Digital, Inc. and LRW Digital Inc.)
d/b/a LRW Technologies, Inc. and LRW
Digital, Inc., and Fixmo U.S., Inc.,

Defendants.

JURY TRIAL DEMANDED

SECOND AMENDED COMPLAINT

Plaintiff Good Technology Corporation (f/k/a Visto Corporation d/b/a Good Technology) (“Good”), files this Second Amended Complaint against Defendants Little Red Wagon Technologies, Inc. (f/k/a LRW Digital, Inc. and LRW Digital Inc.) d/b/a LRW Technologies, Inc. and LRW Digital, Inc. (“LRW”), and Fixmo U.S., Inc. (“Fixmo”).¹

PARTIES

1. Plaintiff Good is a Delaware corporation with its principal place of business at 430 N. Mary Ave., Suite 200, Sunnyvale, CA 94085. Good has other offices, including one at 1505 LBJ Freeway, Suite 350, Farmers Branch, Texas 75234.

¹ Good files this Second Amended Complaint pursuant to the Court’s Patent Scheduling Order (ECF No. 82, ¶ 3). Good attaches as Exhibit L a red-line showing the changes made between Good’s First Amended Complaint and Good’s Second Amended Complaint.

2. Defendant LRW is a Maryland corporation, with its principal place of business at 1501 South Clinton Street, Baltimore, Maryland 21224. LRW is doing business and infringing Good's patents in Texas and elsewhere in the United States.

3. Defendant Fixmo is a Delaware corporation, with its principal place of business at 22375 Broderick Dr. Suite 227, Sterling, Virginia 20166. Fixmo is doing business and infringing Good's patents in Texas and elsewhere in the United States.

4. LRW and Fixmo are collectively referred to as "Defendants."

JURISDICTION AND VENUE

5. This is a civil action for patent infringement arising under the patent laws of the United States, Title 35, United States Code, including 35 U.S.C. §§ 271 *et seq.* and 281-285. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. §§ 1331 and 1338(a).

6. Defendants are transacting and/or have transacted business within the State of Texas. Defendants, directly or through intermediaries, are committing and/or have committed acts of infringement in the State of Texas, including at the very least, developing, distributing, selling, offering for sale, advertising, using and/or supporting products or services that fall within one or more claims of Good's patents. Defendants are therefore subject to the personal jurisdiction of this Court.

7. Defendants, directly or through intermediaries, have committed acts of infringement in this District, including at the very least, developing, distributing, selling, offering for sale, advertising, using and/or supporting products or services that fall within one or more claims of Good's patents. Accordingly, venue to adjudicate whether Good's patents are infringed is appropriate in the Northern District of Texas pursuant to 28 U.S.C. §§ 1391, 1400(b), and 1404(a).

8. For example, Defendant LRW has worked through or with a software develop-

ment company headquartered in Dallas, Texas and through or with software developers located in Dallas, Texas to develop, use, and/or support accused products and services in this State and this District. Defendant LRW also has reached out to Dallas-based AT&T Corporation and/or one or more of its employees in Dallas, Texas, to promote, sell, offer for sale, use, market and/or advertise its accused products and services.

9. Also for example, Defendant Fixmo currently is marketing and selling its products, including those products that infringe on Good's patents, in Texas (including the Northern District) and elsewhere in the United States. Fixmo develops, distributes, sells, offers for sale, advertises, uses and/or supports accused products and services in this State and in this District. Defendant Fixmo has commercial relationships with various entities in this State. Fixmo also markets and sells its products directly to customers in the State of Texas and the Northern District through its website www.fixmo.com.

10. Defendants also use websites to market accused products in Texas (including the Northern District), and enable users of their respective sites to inquire about (and receive) additional information and product support. LRW's website also allows residents of this State and this District to search for and apply for employment positions with LRW.

GENERAL ALLEGATIONS

11. Good holds all right, title, and interest in and to United States Patent No. 6,023,708, entitled "System And Method For Using A Global Translator To Synchronize Workspace Elements Across A Network" ("708 Patent"), which was duly and legally issued by the United States Patent & Trademark Office ("USPTO") on February 8, 2000 in the name of Daniel J. Mendez, *et al.* A copy of the '708 Patent is attached as Exhibit A to this Complaint. A Reexamination Certificate for the '708 Patent was duly and legally issued by the USPTO on June 2,

2009. A copy of the Reexamination Certificate of the '708 Patent is attached as Exhibit B to this Complaint.

12. Good holds all right, title, and interest in and to United States Patent No. 6,085,192, entitled "System And Method For Securely Synchronizing Multiple Copies Of A Workspace Element In A Network" ("192 Patent"), which was duly and legally issued by the USPTO on July 4, 2000 in the name of Daniel J. Mendez et al. A copy of the '192 Patent is attached as Exhibit C. A Reexamination Certificate for the '192 Patent was duly and legally issued by the USPTO on November 22, 2005. A copy of the Reexamination Certificate of the '192 Patent is attached as Exhibit D. A second Reexamination Certification for the '192 Patent was duly and legally issued by the USPTO on April 28, 2009. A copy of the second Reexamination Certificate of the '192 Patent is attached as Exhibit E.

13. Good holds all right, title, and interest in and to United States Patent No. 6,151,606, entitled "System And Method For Using A Workspace Data Manager to Access, Manipulate and Synchronize Network Data" ("606 Patent"), which was duly and legally issued by the USPTO on November 21, 2000 in the name of Daniel J. Mendez. A copy of the '606 Patent is attached as Exhibit F. A Reexamination Certificate for the '606 Patent was duly and legally issued by the USPTO on March 24, 2009. A copy of the Reexamination Certificate of the '606 Patent is attached as Exhibit G.

14. Good holds all right, title, and interest in and to United States Patent No. 6,708,221, entitled "System And Method For Globally And Securely Accessing Unified Information In A Computer Network" ("221 Patent"), which was duly and legally issued by the USPTO on March 16, 2004 in the name of Daniel J. Mendez et al. A copy of the '221 Patent is attached as Exhibit H. A Reexamination Certificate for the '221 Patent was duly and legally is-

sued by the USPTO on June 30, 2009. A copy of the Reexamination Certificate of the '221 Patent is attached as Exhibit I.

15. Good holds all right, title, and interest in and to United States Patent No. 7,039,679, entitled "System And Method For Globally And Securely Accessing Unified Information In A Computer Network" ("679 Patent"), which was duly and legally issued by the USPTO on May 2, 2006 in the name of Daniel J. Mendez et al. A copy of the '679 Patent is attached as Exhibit J. A Reexamination Certificate for the '679 Patent was duly and legally issued by the USPTO on March 24, 2009. A copy of the Reexamination Certificate of the '679 Patent is attached as Exhibit K.

COUNT 1: INFRINGEMENT OF U.S. PATENT NO. 6,023,708

16. Good refers to and incorporates herein the allegations of Paragraphs 1-15 above.

17. LRW makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States, products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices, including at least one or more versions of its Pinecone, Extensia, and/or similar products and/or services. In addition, LRW provides these products and/or services to distributors, resellers, developers and/or users.

18. Fixmo makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices. Among such products is Fixmo's SafeZone product, which, upon information and belief, is a rebranding of LRW's Pinecone product and which Fixmo sells or offers to sell with its Sentinel and other products. Also among such products is Fixmo's modified SafeZone product, which, upon information and belief, incorporates rebranded software from other entities. In addition, upon information and belief, Fixmo provides

its SafeGuard SDK and partners with third parties to integrate third party applications into SafeZone that allow for over-the-air synchronization of data with smartphone and/or other devices. These applications are sold and/or offered for sale by Fixmo and/or its partners. In addition, Fixmo provides these products and/or services to distributors, resellers, developers and/or users. With respect to the SafeZone/Pinecone product, Good's right to relief is asserted against Fixmo and LRW jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences.

19. Collectively, the products and/or services identified in paragraphs 17-18 above are referred to in this Second Amended Complaint as the "'708 Accused Products."

20. Defendants have been and are now directly infringing the '708 Patent in this District and elsewhere by making, using, offering for sale, selling, importing, exporting, supplying and/or distributing within, to, and/or from the United States the '708 Accused Products, in violation of 35 U.S.C. § 271(a). Alternatively, Defendants have indirectly infringed one or more claims of the '708 Patent by inducing such use of the claimed methods and systems by their end user customers using the '708 Accused Products in violation of 35 U.S.C. § 271(b). Alternatively, Defendants have contributorily infringed one or more claims of the '708 Patent by providing the '708 Accused Products directly or by way of distributors and/or resellers to end users, who in turn combine the '708 Accused Products, which have no substantial non-infringing uses, with available hardware and/or software to infringe one or more claims of the '708 Patent in violation of 35 U.S.C. § 271(c). Alternatively, Defendants have supplied in or from the United States the '708 Accused Products, which comprise all or a substantial portion of the components of the claims of the '708 Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United

States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1). Alternatively, Defendants have supplied in or from the United States the '708 Accused Products, uncombined in whole or in part, which products are especially made or especially adapted for use in practicing the claims of the '708 Patent and are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(2).

21. Good has provided notice of the '708 Patent to Defendants.

22. Upon information and belief, Defendants had and have knowledge of the '708 Patent, Defendants have been and are aware of their infringement, and Defendants' infringement has been and continues to be willful.

23. Good has been irreparably harmed by Defendants' acts of infringement of the '708 Patent, and will continue to be harmed unless and until Defendants' acts of infringement are enjoined and restrained by order of this Court. Good has no adequate remedy at law to redress Defendants' continuing acts of infringement. The hardships that would be imposed upon Defendants by an injunction are less than those faced by Good should an injunction not issue. Furthermore, the public interest would be served by issuance of an injunction.

24. As a result of Defendants' acts of infringement, Good has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT 2: INFRINGEMENT OF U.S. PATENT NO. 6,085,192

25. Good refers to and incorporates herein the allegations of Paragraphs 1-24 above.

26. LRW makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States, products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices, including at least one or more versions of its Pinecone, Extensia, and/or similar products and/or services. In addition, LRW provides these products and/or services to distributors, resellers, developers and/or users.

27. Fixmo makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices. Among such products is Fixmo's SafeZone product, which, upon information and belief, is a rebranding of LRW's Pinecone product and which Fixmo sells or offers to sell with its Sentinel and other products. Also among such products is Fixmo's modified SafeZone product, which, upon information and belief, incorporates rebranded software from other entities and which Fixmo sells or offers to sell with its Sentinel and other products. In addition, upon information and belief, Fixmo provides its SafeGuard SDK and partners with third parties to integrate third party applications into SafeZone that allow for over-the-air synchronization of data with smartphone and/or other devices. These applications are sold and/or offered for sale by Fixmo and/or its partners. In addition, Fixmo provides these products and/or services to distributors, resellers, developers and/or users. With respect to the SafeZone/Pinecone product, Good's right to relief is asserted against Fixmo and LRW jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences.

28. Collectively, the products and/or services identified in paragraphs 26-27 above are referred to in this Second Amended Complaint as the "192 Accused Products."

29. Defendants have been and are now directly infringing the '192 Patent in this District and elsewhere by making, using, offering for sale, selling, importing, exporting, supplying and/or distributing within, to, and/or from the United States the '192 Accused Products, in violation of 35 U.S.C. § 271(a). Alternatively, Defendants have indirectly infringed one or more claims of the '192 Patent by inducing such use of the claimed methods and systems by its end user customers using the '192 Accused Products in violation of 35 U.S.C. § 271(b). Alternatively, Defendants have contributorily infringed one or more claims of the '192 Patent by providing the '192 Accused Products directly or by way of distributors and/or resellers to end users, who in turn combine the '192 Accused Products, which have no substantial non-infringing uses, with available hardware and/or software to infringe one or more claims of the '192 Patent in violation of 35 U.S.C. § 271(c). Alternatively, Defendants have supplied in or from the United States the '192 Accused Products, which comprise all or a substantial portion of the components of the claims of the '192 Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1). Alternatively, Defendants have supplied in or from the United States the '192 Accused Products, uncombined in whole or in part, which products are especially made or especially adapted for use in practicing the claims of the '192 Patent and are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(2).

30. Good has provided notice of the '192 Patent to Defendants.

31. Upon information and belief, Defendants had and have knowledge of the '192 Patent, Defendants have been and are aware of their infringement, and Defendants' infringement has been and continues to be willful.

32. Good has been irreparably harmed by Defendants' acts of infringement of the '192 Patent, and will continue to be harmed unless and until Defendants' acts of infringement are enjoined and restrained by order of this Court. Good has no adequate remedy at law to redress Defendants' continuing acts of infringement. The hardships that would be imposed upon Defendants by an injunction are less than those faced by Good should an injunction not issue. Furthermore, the public interest would be served by issuance of an injunction.

33. As a result of Defendants' acts of infringement, Good has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT 3: INFRINGEMENT OF U.S. PATENT NO. 6,151,606

34. Good refers to and incorporates herein the allegations of Paragraphs 1-33 above.

35. LRW makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States, products and/or services that allow for the remote disabling, locking and/or wiping of information from smartphone and/or other devices, including at least one or more versions of its Pinecone, Extensia, RemoteKill, RemoteLock, and/or similar products and/or services. In addition, LRW provides these products and/or services to distributors, resellers, developers and/or users.

36. Fixmo makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States products and/or services that allow for the remote disabling, locking and/or wiping of information from smartphone and/or other devices. Among such products is Fixmo's SafeZone product, which, upon information and belief, is a rebranding of LRW's

Pinecone product and which Fixmo sells or offers to sell with its Sentinel and other products. Also among such products is Sentinel and Fixmo's modified SafeZone product, which, upon information and belief, incorporates rebranded software from other entities. In addition, upon information and belief, Fixmo provides its SafeGuard SDK and partners with third parties to integrate third party applications into SafeZone and allow for the remote disabling, locking and/or wiping of information from smartphone and/or other devices. These applications are sold and/or offered for sale by Fixmo and/or its partners. In addition, Fixmo provides these products and/or services to distributors, resellers, developers and/or users. With respect to the SafeZone/Pinecone product, Good's right to relief is asserted against Fixmo and LRW jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences.

37. Collectively, the products and/or services identified in paragraphs 35-36 above are referred to in this Second Amended Complaint as the "'606 Accused Products."

38. Defendants have been and are now directly infringing the '606 Patent in this District and elsewhere by making, using, offering for sale, selling, importing, exporting, supplying and/or distributing within, to, and/or from the United States the '606 Accused Products, in violation of 35 U.S.C. § 271(a). Alternatively, Defendants have indirectly infringed one or more claims of the '606 Patent by inducing such use of the claimed methods and systems by its end user customers using the '606 Accused Products in violation of 35 U.S.C. § 271(b). Alternatively, Defendants have contributorily infringed one or more claims of the '606 Patent by providing the '606 Accused Products directly or by way of distributors and/or resellers to end users, who in turn combine the '606 Accused Products, which have no substantial non-infringing uses, with available hardware and/or software to infringe one or more claims of the '606 Patent in vio-

lation of 35 U.S.C. § 271(c). Alternatively, Defendants have supplied in or from the United States the '606 Accused Products, which comprise all or a substantial portion of the components of the claims of the '606 Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1). Alternatively, Defendants have supplied in or from the United States the '606 Accused Products, uncombined in whole or in part, which products are especially made or especially adapted for use in practicing the claims of the '606 Patent and are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(2).

39. Good has provided notice of the '606 Patent to Defendants.

40. Upon information and belief, Defendants had and have knowledge of the '606 Patent, Defendants have been and are aware of their infringement, and Defendants' infringement has been and continues to be willful.

41. Good has been irreparably harmed by Defendants' acts of infringement of the '606 Patent, and will continue to be harmed unless and until Defendants' acts of infringement are enjoined and restrained by order of this Court. Good has no adequate remedy at law to redress Defendants' continuing acts of infringement. The hardships that would be imposed upon Defendants by an injunction are less than those faced by Good should an injunction not issue. Furthermore, the public interest would be served by issuance of an injunction.

42. As a result of Defendants' acts of infringement, Good has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT 4: INFRINGEMENT OF U.S. PATENT NO. 6,708,221

43. Good refers to and incorporates herein the allegations of Paragraphs 1-42 above.

44. LRW makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States, products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices, including at least one or more versions of its Pinecone, Extensia, and/or similar products and/or services. In addition, LRW provides these products and/or services to distributors, resellers, developers and/or users.

45. Fixmo makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States products and/or services that allow for over-the-air synchronization of data with smartphone and/or other devices. Among such products is Fixmo's SafeZone product, which, upon information and belief, is a rebranding of LRW's Pinecone product and which Fixmo sells or offers to sell with its Sentinel and other products. Also among such products is Sentinel and Fixmo's modified SafeZone product, which, upon information and belief, incorporates rebranded software from other entities. In addition, upon information and belief, Fixmo provides its SafeGuard SDK and partners with third parties to integrate third party applications into SafeZone that allow for over-the-air synchronization of data with smartphone and/or other devices. These applications are sold and/or offered for sale by Fixmo and/or its partners. In addition, Fixmo provides these products and/or services to distributors, resellers, developers and/or users. With respect to the SafeZone/Pinecone product, Good's right to relief is asserted against Fixmo and LRW jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences.

46. Collectively, the products and/or services identified in paragraphs 44-45 above are referred to in this Second Amended Complaint as the “’221 Accused Products.”

47. Defendants have been and are now directly infringing the ’221 Patent in this District and elsewhere by making, using, offering for sale, selling, importing, exporting, supplying and/or distributing within, to, and/or from the United States the ’221 Accused Products, in violation of 35 U.S.C. § 271(a). Alternatively, Defendants have indirectly infringed one or more claims of the ’221 Patent by inducing such use of the claimed methods and systems by its end user customers using the ’221 Accused Products in violation of 35 U.S.C. § 271(b). Alternatively, Defendants have contributorily infringed one or more claims of the ’221 Patent by providing the ’221 Accused Products directly or by way of distributors and/or resellers to end users, who in turn combine the ’221 Accused Products, which have no substantial non-infringing uses, with available hardware and/or software to infringe one or more claims of the ’221 Patent in violation of 35 U.S.C. § 271(c). Alternatively, Defendants have supplied in or from the United States the ’221 Accused Products, which comprise all or a substantial portion of the components of the claims of the ’221 Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1). Alternatively, Defendants have supplied in or from the United States the ’221 Accused Products, uncombined in whole or in part, which products are especially made or especially adapted for use in practicing the claims of the ’221 Patent and are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted and intending that such component will be

combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(2).

48. Good has provided notice of the '221 Patent to Defendants.

49. Upon information and belief, Defendants had and have knowledge of the '221 Patent, Defendants have been and are aware of their infringement, and Defendants' infringement has been and continues to be willful.

50. Good has been irreparably harmed by Defendants' acts of infringement of the '221 Patent, and will continue to be harmed unless and until Defendants' acts of infringement are enjoined and restrained by order of this Court. Good has no adequate remedy at law to redress Defendants' continuing acts of infringement. The hardships that would be imposed upon Defendants by an injunction are less than those faced by Good should an injunction not issue. Furthermore, the public interest would be served by issuance of an injunction.

51. As a result of Defendants' acts of infringement, Good has suffered and will continue to suffer damages in an amount to be proved at trial.

COUNT 5: INFRINGEMENT OF U.S. PATENT NO. 7,039,679

52. Good refers to and incorporates herein the allegations of Paragraphs 1-51 above.

53. LRW makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States, products and/or services that allow for over-the-air synchronization of e-mail with smartphone and/or other devices, including at least one or more versions of its Pinecone, Extensia, and/or similar products and/or services. In addition, LRW provides these products and/or services to distributors, resellers, developers and/or users.

54. Fixmo makes, uses, sells, offers for sale, exports, supplies, and/or distributes within and from the United States products and/or services that allow for over-the-air synchroni-

zation of data with smartphone and/or other devices. Among such products is Fixmo's SafeZone product, which, upon information and belief, is a rebranding of LRW's Pinecone product and which Fixmo sells or offers to sell with its Sentinel and other products. Also among such products is Fixmo's modified SafeZone product, which, upon information and belief, incorporates rebranded software from other entities. In addition, upon information and belief, Fixmo provides its SafeGuard SDK and partners with third parties to integrate third party applications into SafeZone that allow for over-the-air synchronization of data with smartphone and/or other devices. These applications are sold and/or offered for sale by Fixmo and/or its partners. In addition, Fixmo provides these products and/or services to distributors, resellers, developers and/or users. With respect to the SafeZone/Pinecone product, Good's right to relief is asserted against Fixmo and LRW jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences.

55. Collectively, the products and/or services identified in paragraphs 53-54 above are referred to in this Second Amended Complaint as the "'679 Accused Products."

56. Defendants have been and are now directly infringing the '679 Patent in this District and elsewhere by making, using, offering for sale, selling, importing, exporting, supplying and/or distributing within, to, and/or from the United States the '679 Accused Products, in violation of 35 U.S.C. § 271(a). Alternatively, Defendants have indirectly infringed one or more claims of the '679 Patent by inducing such use of the claimed methods and systems by its end user customers using the '679 Accused Products in violation of 35 U.S.C. § 271(b). Alternatively, Defendants have contributorily infringed one or more claims of the '679 Patent by providing the '679 Accused Products directly or by way of distributors and/or resellers to end users, who in turn combine the '679 Accused Products, which have no substantial non-infringing uses,

with available hardware and/or software to infringe one or more claims of the '679 Patent in violation of 35 U.S.C. § 271(c). Alternatively, Defendants have supplied in or from the United States the '679 Accused Products, which comprise all or a substantial portion of the components of the claims of the '679 Patent, where such components are uncombined in whole or in part, in such manner as to actively induce the combination of such components outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(1). Alternatively, Defendants have supplied in or from the United States the '679 Accused Products, uncombined in whole or in part, which products are especially made or especially adapted for use in practicing the claims of the '679 Patent and are not staple articles or commodities of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted and intending that such component will be combined outside of the United States in a manner that would infringe the patent if such combination occurred within the United States, in violation of 35 U.S.C. § 271(f)(2).

57. Good has provided notice of the '679 Patent to Defendants.

58. Upon information and belief, Defendants had and have knowledge of the '679 Patent, Defendants have been and are aware of their infringement, and Defendants' infringement has been and continues to be willful.

59. Good has been irreparably harmed by Defendants' acts of infringement of the '679 Patent, and will continue to be harmed unless and until Defendants' acts of infringement are enjoined and restrained by order of this Court. Good has no adequate remedy at law to redress Defendants' continuing acts of infringement. The hardships that would be imposed upon Defendants by an injunction are less than those faced by Good should an injunction not issue. Furthermore, the public interest would be served by issuance of an injunction.

60. As a result of Defendants' acts of infringement, Good has suffered and will continue to suffer damages in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Good requests the following relief:

A. That Defendants and their parents, affiliates, subsidiaries, officers, agents, servants, employees, attorneys, successors, and assigns, and all those persons in active concert or participation with them, or any of them, be enjoined from making, using, importing, exporting, distributing, supplying, offering for sale, selling, or causing to be sold any product, system, method or service falling within the scope of any claim of the '708, '192, '606, '221 and '679 Patents, or otherwise infringing or contributing to or inducing infringement of any claim thereof;

B. A finding that Defendants have infringed the '708, '192, '606, '221 and '679 Patents;

C. That Good be awarded its actual damages;

D. That Good be awarded pre-judgment interest and post-judgment interest at the maximum rate allowed by law, including an award of prejudgment interest, pursuant to 35 U.S.C. § 284, from the date of each act of infringement of the '708, '192, '606, '221 and '679 Patents by Defendants to the day a damages judgment is entered, and a further award of post-judgment interest, pursuant to 28 U.S.C. § 1961, continuing until such judgment is paid, at the maximum rate allowed by law;

E. That the Court order an accounting for damages through judgment and post-judgment until Defendants are permanently enjoined from further infringing activities;

F. That the Court declare this to be an exceptional case pursuant to 35 U.S.C. § 285 and requiring Defendants to pay the costs of this action (including all disbursements) and attorney's fees as provided by 35 U.S.C. § 285;

G. That the Court award enhanced damages pursuant to 35 U.S.C. § 284;

H. That the Court award supplemental damages for any continuing post-verdict infringement up until Defendants are permanently enjoined from further infringing activities;

I. That the Court award a compulsory future royalty in the event an injunction is not awarded; and

J. That Good be awarded such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Good demands a trial by jury on all issues triable of right by a jury.

DATED: November 9, 2012

Respectfully submitted,

By: 

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically pursuant to LR 5.1(d) on November 9, 2012. As such, this document was served on each party who is a registered user of ECF.

A handwritten signature in black ink, appearing to read 'St Callahan', written over a horizontal line.

STEVEN CALLAHAN