

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA**

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| PRISM TECHNOLOGIES LLC, | : | Civil Action No. 8:12-cv-125-LES-TDT |
| | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | SECOND AMENDED COMPLAINT |
| | : | |
| UNITED STATES CELLULAR CORPORATION D/B/A/ U.S. CELLULAR, | : | JURY TRIAL REQUESTED |
| | : | IN OMAHA |
| Defendant. | : | |
| | : | |
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Plaintiff Prism Technologies LLC, for its Second Amended Complaint against United States Cellular Corp. d/b/a U.S. Cellular, upon information and belief as to all other matters, hereby alleges as follows:

THE PARTIES

1. Plaintiff Prism Technologies LLC (“Prism”) is a limited liability company organized and existing under the laws of the State of Nebraska, with its principal place of business at 2323 S. 171st Street, Suite 106, Omaha, Nebraska 68130.

2. Defendant United States Cellular Corp. d/b/a U.S. Cellular (“U.S. Cellular”) is a Delaware corporation with its principal place of business at 8410 West Bryn Mawr, Suite 700, Chicago, Illinois 60631. U.S. Cellular conducts substantial business in this judicial district.

JURISDICTION AND VENUE

3. This is an action for patent infringement arising under the Patent Act, 35 U.S.C. §§ 101 *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

4. This Court has specific and general personal jurisdiction over Defendant because it has committed acts giving rise to this action within this judicial district and has established

minimum contacts within Nebraska and within this judicial district such that the exercise of jurisdiction over Defendant would not offend traditional notions of fair play and substantial justice.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(b) because U.S. Cellular has conducted business in this district and/or provided service and support to U.S. Cellular's customers within this district, and has committed acts of patent infringement within this district giving rise to this action.

PRISM AND THE PATENTS

6. Prism's direct predecessor-in-interest, Prism Resources, was founded by Mr. Richard L. Gregg in 1989. In 1996, Mr. Gregg, along with Timothy Goeke, and Sandeep Giri, researched and developed novel systems and methods that included controlling access to protected computer resources. The systems and methods included a server with an associated database to store information that could authenticate a device to determine which device was authorized to access protected resources.

7. Prism Resources proceeded to file various patent applications to protect these and related inventions. On October 30, 2007, United States Letters Patent No. 7,290,288 ("the '288 patent") entitled METHOD AND SYSTEM FOR CONTROLLING ACCESS, BY AN AUTHENTICATION SERVER, TO PROTECTED COMPUTER RESOURCES PROVIDED VIA AN INTERNET PROTOCOL NETWORK was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the '288 patent is attached hereto as Exhibit A, and is incorporated herein by reference. A true and correct copy of a Certificate of Correction issued by the United States Patent and Trademark Office on September 8, 2009, in connection with the '288 patent is attached hereto as Exhibit B. On August 3, 2010, *Ex Parte*

Reexamination Certificate issued and is attached hereto as Exhibit C. On June 7, 2011, a second *Ex Parte* Reexamination Certificate issued and is attached hereto as Exhibit D. On August 23, 2011 and Certificate of Correction issued and is attached hereto as Exhibit E.

8. On February 28, 2012, United States Letters Patent No. 8,127,345 (“the ’345 patent”) entitled METHOD AND SYSTEM FOR MANAGING ACCESS TO PROTECTED COMPUTER RESOURCES PROVIDED VIA AN INTERNET PROTOCOL NETWORK was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the ’345 patent is attached hereto as Exhibit F, and is incorporated herein by reference.

9. On February 26, 2013, United States Letters Patent No. 8,387,155 (“the ’155 patent”) entitled SYSTEM FOR MANAGING ACCESS TO PROTECTED COMPUTER RESOURCES was duly and legally issued by the United States Patent and Trademark Office. A true and correct copy of the ’155 patent is attached hereto as Exhibit G, and is incorporated herein by reference.

10. Prism is the owner and assignee of all right, title and interest in and to the ’288 patent, the ’345 patent, and the ’155 patent, including the right to assert all causes of action arising under said patent and the right to any remedies for infringement of it.

11. Today, various wireless networks allow computer devices, such as smartphones, tablets and mobile broadband cards, to access protected resources of the wireless networks, such as web servers. These wireless networks implement systems and methods for controlling access to the wireless networks that Prism pioneered and patented.

COUNT 1
INFRINGEMENT OF U.S. PATENT NO. 7,290,288

12. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 11 above as if fully set forth herein.

13. U.S. Cellular owns, operates, and/or controls one or more wireless networks. On information and belief, U.S. Cellular uses, sells and offer for sale various data services provided through its wireless networks.

14. U.S. Cellular implements authentication systems and methods for controlling and protecting unauthorized access to its wireless networks.

15. U.S. Cellular's authentication systems and methods are used every time a computer or wireless device accesses U.S. Cellular's wireless network and data services.

16. On information and belief, U.S. Cellular's systems and methods for controlling and protecting unauthorized access to its wireless networks and data services operate in the same manner as the systems and methods that Prism pioneered and patented in the '288 patent, '345 patent, and '155 patent.

U.S. Cellular's Wireless Network and Data Services

17. U.S. Cellular owns, controls, operates and/or uses one or more wireless networks that include a complex infrastructure of network computers and telecommunication systems.

18. On information and belief, U.S. Cellular owns, controls, operates and/or uses wireless networks that are based on various technologies including third generation (3G) code division multiple access (CDMA), fourth generation (4G) services utilizing Long Term Evolution (LTE) technology (individually and collectively referred to as the U.S. Cellular "Wireless Networks").

19. U.S. Cellular owns, controls, operates, uses, sells and/or offers for sale access to its Wireless Networks, including data communications services made available through its Wireless Networks.

20. U.S. Cellular's data communication services, made available through its Wireless Networks, include mobile productivity applications, such as Internet access, messaging and email services; wireless photo and video offerings, location-based capabilities, including asset and fleet management, dispatch services and navigation tools; and mobile entertainment applications, including the ability to listen to internet radio, download and listen to music, and game play with full-color graphics and polyphonic and real-music sounds from a wireless handset computing device that are made available through its Wireless Networks (individually and collectively referred to as U.S. Cellular's "Data Services").

21. U.S. Cellular authorizes customers' devices to access U.S. Cellular's Wireless Networks and Data Services if customers purchase and/or subscribe to U.S. Cellular's Data Service plans. These Data Service plans include, for example, Smartphone Data Plans with Tethering in 10 GB (with tethering), 5 GB (with tethering), and 2 GB (with tethering), Smartphone Data Plans (without tethering) in 2 GB and 300 MB, Feature Phone Data Plans in 10 GB (with tethering), 5 GB (with tethering) 2 GB, 300 MB and 100 MB, Prepaid Data Plans 2 GB and 1 GB, Wireless Modem Data Plans in 1 GB, 5 GB, and 2 GB, Tablet Data Plans in 10 GB, 5 GB, 2 GB, and 300 MB (collectively referred to as U.S. Cellular "Data Plans").

22. On information and belief, U.S. Cellular requires all Data Plan subscribers to enter into an agreement (of varying term/length) with U.S. Cellular in which customers must comply with U.S. Cellular's terms of use in order to access U.S. Cellular's Wireless Network and Data Services. Further, U.S. Cellular describes its management of its Data Services with customers in its Mobile Broadband Open Internet Practices. An exemplary copy of such an Agreement and Mobile Broadband Open Internet Practices are attached as Exhibit H (collectively referred to as "Agreement" or "Customer Agreement").

U.S. Cellular's Authentication Systems

23. U.S. Cellular's Wireless Network complies with one or more various industry standards, including, for example, CDMA2000 and 3GPP2 standards.

24. Industry standards such as CDMA2000 and 3GPP2 include authentication systems and methods for controlling and protecting access to data resources.

25. U.S. Cellular controls and limits unauthorized access to its Wireless Network and Data Services by implementing authentication systems and methods so only authorized devices may access at least a portion of U.S. Cellular's Wireless Networks and Data Services (collectively referred to as U.S. Cellular's "Authentication Systems").

26. On information and belief, U.S. Cellular's Authentication Systems include: one or more access servers, authentication servers, and databases for storing at least the digital identifications associated with customers' wireless devices (e.g., smartphone, tablet or broadband card) and associated authorized Data Services.

27. On information and belief, U.S. Cellular's Authentication Systems requires that any wireless devices used to access U.S. Cellular's Data Services include an associated hardware key/access key and digital identification that may be associated with such wireless device.

28. U.S. Cellular uses its Authentication Systems when a device accesses the U.S. Cellular Wireless Network and Data Services.

29. On information and belief, if customers choose not to subscribe to U.S. Cellular's Data Plans, U.S. Cellular does not authorize the customers' wireless device(s) to access, at least a portion of, U.S. Cellular Wireless Networks and Data Services.

U.S. Cellular's Wireless Devices

30. The Wireless Networks and Data Services operated, offered, sold, and marketed by U.S. Cellular are accessed by U.S. Cellular's customers using a wide variety of wireless devices including smartphones, mobile broadband devices such as aircards and hotspots, and embedded tablets and laptops manufactured by various suppliers for use with U.S. Cellular's Data Services.

31. On information and belief, U.S. Cellular, as identified in its Customer Agreement and Mobile Broadband Open Internet Practices, controls at least portions of the hardware, software and operation of customers' wireless devices to ensure each wireless device can access U.S. Cellular's Wireless Network and Data Services by using the systems and methods claimed in the '288 patent. For example, U.S. Cellular's Agreement with its customers states "Mobile Broadband service ("Mobile Broadband") refers to any of our data services that you may use with a Smartphone, aircard modem, tablet or other wireless device that are appropriately configured to work on our network for connection to the Internet. It provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the service..." (Exhibit H). U.S. Cellular further states in its Agreement with customers:

Retail customers may only activate CDMA devices that are GPS capable on our network. These devices must have been acquired directly from U.S. Cellular or one of its agents.

Our resellers are required to have the devices that they provide to their customers approved by us before activating the device on our network. Resellers must send us their industry certification documentation as a requirement of the approval process

Third party applications where U.S. Cellular has a direct relationship with the application developer are selected based on a business case that includes consideration for customer needs and user experience. U.S. Cellular specific applications are tested by us for user experience and device compatibility. Applications designed for easyedgeSM Wireless Data (powered by BREW™) are also certified by National Software Testing

Laboratories, a Qualcomm® third party. Applications designed for Windows® Mobile are also certified by Microsoft®. There are other mechanisms for third party applications that are not selected by U.S. Cellular to be distributed on devices that have Android™, Windows® Mobile, or BlackBerry® operating systems. These applications are certified through the following parties:

Android™ – certified by Google Inc.

Windows® Mobile – certified by Microsoft®

BlackBerry® – certified by Research in Motion Corporation (RIM®)

We will promptly inform device and application providers of any decisions to deny access to our network or of a failure to approve their particular devices or applications.

(Exhibit H)

32. On information and belief, U.S. Cellular requires that any wireless devices used to access U.S. Cellular's Data Services include an associated hardware key/access key and digital identification that may be associated with such wireless device necessary to work with U.S. Cellular's Authentication System.

33. At this time, U.S. Cellular offers, sells and markets wireless devices capable of accessing U.S. Cellular's Data Services. These wireless devices include at least the following examples: Samsung Galaxy Note II, Samsung Galaxy S III, Motorola Electrify 2, Samsung Galaxy S II, HTC One V, Samsung Repp, Samsung Galaxy Metrix 4G, Samsung Freeform 4, Motorola Defy XT, LG Splendor, Samsung Galaxy S Aviator, Alcatel One Touch Premiere, HTC Merge, Samsung Chrono 2, BlackBerry Curve 9350, Pantech Verse, Motorola Quantico, BlackBerry Torch 9850, Huawei 7Pro, Samsung Character, Samsung Galaxy Tab 10.1, HTC Flyer, Samsung Galaxy Tab, Motorola Xoom, and Samsung SCH-LC11 Mobile Hotspot, (individually and collectively "Data Enabled Wireless Devices"). Prism expects, through discovery, to learn of additional devices that are provided, sold and/or offered for sale by U.S. Cellular that are capable of accessing U.S. Cellular's Data Services through its Wireless Networks.

U.S. Cellular's Authentication Systems And Methods Infringe Prism's Patents

34. U.S. Cellular uses its Authentication Systems to control and protect access to its Wireless Network and Data Services. For example, a Data Enabled Wireless Device that is not associated with a customer subscribing to one of U.S. Cellular's Data Plans will not be authorized by U.S. Cellular to access at least a portion of U.S. Cellular's Wireless Network and Data Services.

35. U.S. Cellular's Authentication Systems may further be used to control access to its Wireless Network and Data Services in such a way that U.S. Cellular may "limit throughput and to suspend/terminate service, without notice, if using the plan in a prohibited manner or if usage adversely impacts or potentially impacts our network or service levels. Using more than 5 GB/month is presumed to be using the service in a manner prohibited above. No more than 200 MB of your data usage in any month may be used in U.S. Cellular's non-licensed markets High Speed, Nationwide Network coverage not available on certain devices or in certain areas." (See Exhibit H).

36. On information and belief, U.S. Cellular's Wireless Networks implement the systems and methods that are claimed in the '288 patent, including at least claims 186 and 187, when a Data Enabled Wireless Device accesses U.S. Cellular's Data Services through Wireless Networks.

37. U.S. Cellular has been and now is directly infringing the '288 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by implementing systems and methods for controlling Data Enabled Wireless Devices from accessing its Wireless Network and Data Service as claimed in the '288 patent.

38. To the extent others are acting with U.S. Cellular to use the systems and methods for controlling access to U.S. Cellular's Wireless Network and Data Services, U.S. Cellular is the mastermind behind the use of the systems and methods that are implemented for controlling access to U.S. Cellular's Wireless Network and Data Services. For example, on information and belief, U.S. Cellular requires that Data Enabled Wireless Devices include an access/key hardware key and/or digital identification that is transmitted to U.S. Cellular's Wireless Network so that U.S. Cellular's Authentication Systems can control and limit use of U.S. Cellular's Data Services. (Exhibit H).

39. Further, on information and belief, through its Customer Agreements, U.S. Cellular requires that all customers subscribing to a Data Plan use a Data Enabled Wireless Device that works with U.S. Cellular's Wireless Network and Data Services. Failure to comply with a Customer Agreement may (at U.S. Cellular's discretion) result in termination of services.

40. U.S. Cellular and its customers have been and now are jointly infringing the '288 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by implementing and using systems and methods for controlling access to U.S. Cellular's protected computer resources as claimed in the '288 patent.

41. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

42. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '288 patent, Prism will be greatly and irreparably harmed.

COUNT II
INDIRECT CONTRIBUTORY INFRINGEMENT OF U.S. PATENT NO. 7,290,288

43. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 42 above as if fully set forth herein.

44. On information and belief, when U.S. Cellular sells Data Enabled Wireless Devices to customers, U.S. Cellular also sells a Data Plan that allows his or her device to access U.S. Cellular's Wireless Network and Data Services.

45. On information and belief, the Data Enabled Wireless Devices sold by U.S. Cellular necessarily include software and hardware that allows the device to use U.S. Cellular's authentication systems and methods controlling access to U.S. Cellular's Wireless Network and Data Services. On information and belief, a Data Enabled Wireless Device includes software controlled by U.S. Cellular to ensure that the Data Enabled Wireless Device attempts to access U.S. Cellular's Wireless Network and Data Services when the Data Enabled Wireless Device is powered-on.

46. On information and belief, these Data Enabled Wireless Devices are specifically designed to work with U.S. Cellular's Wireless Network, Data Services and Authentication Systems and have no substantial non-infringing use as sold and authorized by U.S. Cellular.

47. U.S. Cellular has been and now is indirectly infringing the '288 patent (by contributory infringement) in the State of Nebraska, in this judicial district, and elsewhere in the

United States, by making, using, selling and offering to sell Data Enabled Wireless Devices that use and practice the systems and methods claimed in the '288 patent.

48. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

49. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '288 patent, Prism will be greatly and irreparably harmed.

COUNT III
INDIRECT INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 7,290,288

50. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 49 above as if fully set forth herein.

51. On information and belief, U.S. Cellular sells Data Enabled Wireless Devices at prices below U.S. Cellular's cost to attract and induce new customers to subscribe to U.S. Cellular's Wireless Network and Data Services. U.S. Cellular offers, sells and markets these Data Enabled Wireless Devices through its web site and through various channels including U.S. Cellular agents and other third parties. Further, on information and belief, U.S. Cellular sells accessories, such as carrying cases, hands-free devices, batteries, battery chargers and other items to U.S. Cellular customers, to U.S. Cellular agents and other third-party distributors for resale so that they may be used by U.S. Cellular customers (with Data Enabled Device) who access U.S. Cellular's Wireless Networks and Data Services.

52. On information and belief, U.S. Cellular markets and sells Data Services and Data Enabled Wireless Devices, targeting groups of retail subscribers: individual consumers, businesses and governments. On information and belief, U.S. Cellular uses a variety of sales channels to attract new subscribers of wireless services, including: direct sales representatives whose efforts are focused on marketing and selling wireless data communication services; primarily to mid-sized to large businesses and government agencies, retail outlets owned and operated by or on behalf of U.S. Cellular, that focus on sales to the consumer market as well as third-party retailers; indirect sales agents that primarily consist of local and national non-affiliated dealers and independent contractors that market and sell services to businesses and the consumer market, and are generally paid through commissions; and subscriber-convenient channels, including web sales and telesales.

53. On information and belief, on April 4, 2012, Prism filed a complaint against U.S. Cellular alleging infringement of the '288 patent and '345 patent. On April 7, 2012, U.S. Cellular received a copy of the April 4, 2012 Complaint and has known of the '288 patent.

54. On information and belief, to the extent others, such as U.S. Cellular's customers (and their Data Enabled Devices), are acting with U.S. Cellular to use systems and methods for accessing U.S. Cellular's Wireless Networks and Data Services, U.S. Cellular controls the design, function and operation of the Wireless Networks, including Data Enabled Devices, to ensure that customers' Data Enabled Devices will work with U.S. Cellular's Wireless Networks and Data Services. For example, as illustrated in Customer Agreements, U.S. Cellular requires that customers use Data Enabled Devices that use U.S. Cellular's systems and methods for controlling access to U.S. Cellular's Wireless Networks. Further, on information and belief, at least as early as April 7, 2012, U.S. Cellular has induced and continued to induce others,

including its customers, to use Data Enabled Devices to practice one or more steps in the systems and methods claimed in the '288 patent.

55. U.S. Cellular has been, at least as early as April 7, 2012, and now is indirectly infringing the '288 patent (by inducement) in the State of Nebraska, in this judicial district, and elsewhere in the United States, by inducing its customers, in combination with U.S. Cellular, to continue to use Data Enabled Device and practice the methods claimed in the '288 patent. Further, on information and belief, at least as early as April 7, 2012, U.S. Cellular has recklessly, knowingly, and willfully continued to implement and use systems and methods claimed in the '288 patent and '345 patent to control access to its wireless network and data connection service despite knowing of its infringing activity.

56. On information and belief, this use of U.S. Cellular's Authentication Systems by U.S. Cellular and its customers have occurred and will continue to occur at U.S. Cellular's active behest, and with its intent, knowledge and encouragement, and with U.S. Cellular's aid and support to its customers, with knowledge that it is in contravention of Prism's rights under the '288 patent.

57. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

58. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '288 patent, Prism will be greatly and irreparably harmed.

COUNT IV
DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,127,345

59. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 58 above as if fully set forth herein.

60. On information and belief, U.S. Cellular's Wireless Network and Data Services use authentication methods that are claimed in the '345 patent, including at least claims 1 and 49.

61. U.S. Cellular has been and now is directly infringing the '345 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by implementing authentication systems and methods for controlling access to protected computer resources as claimed in the '345 patent.

62. To the extent others are acting with U.S. Cellular to use the systems and methods for controlling access to U.S. Cellular's Wireless Network and Data Services, U.S. Cellular is the mastermind behind the use of the systems and methods that are implemented for controlling access to U.S. Cellular's Wireless Network and Data Services. For example, on information and belief, U.S. Cellular requires that Data Enabled Wireless Devices include identity data that is transmitted to U.S. Cellular's Wireless Network so that U.S. Cellular's Authentication Systems can control and limit use of U.S. Cellular's Data Services. (Exhibit H).

63. Further, on information and belief, through its Customer Agreements, U.S. Cellular requires that all customer subscribing to a Data Plan use a Data Enabled Wireless Device that works with U.S. Cellular's Wireless Network and Data Services. Failure to comply with a Customer Agreement may (at U.S. Cellular's discretion) result in termination of services.

64. U.S. Cellular and its customers have been and now are jointly infringing the '345 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by

implementing and using authentication systems and methods for controlling access to protected computer resources as claimed in the '345 patent.

65. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

66. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '345 patent, Prism will be greatly and irreparably harmed.

COUNT V
INDIRECT CONTRIBUTORY INFRINGEMENT OF U.S. PATENT NO. 8,127,345

67. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 66 above as if fully set forth herein.

68. When U.S. Cellular sells Data Enabled Wireless Devices to customers, U.S. Cellular also sells a Data Plan that allows his or her device to access U.S. Cellular's Wireless Network and Data Services.

69. On information and belief, the Data Enabled Wireless Devices sold by U.S. Cellular necessarily include software and hardware that allows the device to use U.S. Cellular's authentication systems and methods controlling access to U.S. Cellular's Wireless Network and Data Services. On information and belief, a Data Enabled Wireless Device includes software controlled by U.S. Cellular to ensure that the Data Enabled Wireless Device attempts to access U.S. Cellular's Wireless Network and Data Services when the Data Enabled Wireless Device is powered-on. On information and belief.

70. On information and belief, these Data Enabled Wireless Device are specifically designed to work with U.S. Cellular's Wireless Network, Data Services and Authentication Systems and have no substantial non-infringing use as sold and authorized by U.S. Cellular.

71. U.S. Cellular has been and now is indirectly infringing the '345 patent (by contributory infringement) in the State of Nebraska, in this judicial district, and elsewhere in the United States, by making, using, selling and offering to sell Data Enabled Wireless Devices that use and practice the systems and methods claimed in the '345 patent.

72. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

73. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '345 patent, Prism will be greatly and irreparably harmed.

COUNT VI
INDIRECT INDUCEMENT OF INFRINGEMENT OF U.S. PATENT NO. 8,127,345

74. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 73 above as if fully set forth herein.

75. On information and belief, U.S. Cellular sells Data Enabled Wireless Devices at prices below U.S. Cellular's cost to attract and induce new customers to subscribe to U.S. Cellular's Wireless Network and Data Services. U.S. Cellular offers, sells and markets these Data Enabled Wireless Devices through its web site and through various channels including U.S. Cellular agents and other third parties. Further, on information and belief, U.S. Cellular sells

accessories, such as carrying cases, hands-free devices, batteries, battery chargers and other items to U.S. Cellular customers, to U.S. Cellular agents and other third-party distributors for resale so that they may be used by U.S. Cellular customers (with Data Enabled Device) who access U.S. Cellular's Wireless Networks and Data Services.

76. U.S. Cellular markets and sells Data Services and Data Enabled Wireless Devices, targeting groups of retail subscribers: individual consumers, businesses and government. On information and belief, U.S. Cellular uses a variety of sales channels to attract new subscribers of wireless services, including: direct sales representatives whose efforts are focused on marketing and selling wireless data communication services; primarily to mid-sized to large businesses and government agencies, retail outlets owned and operated by or on behalf of U.S. Cellular, that focus on sales to the consumer market as well as third-party retailers; indirect sales agents that primarily consist of local and national non-affiliated dealers and independent contractors that market and sell services to businesses and the consumer market, and are generally paid through commissions; and subscriber-convenient channels, including web sales and telesales.

77. On information and belief, on April 4, 2012, Prism filed a complaint against U.S. Cellular alleging infringement of the '288 patent and '345 patent. On April 7, 2012, U.S. Cellular received a copy of the April 4, 2012 Complaint and has known of the '345 patent.

78. On information and belief, at least as early as April 7, 2012, U.S. Cellular has recklessly, knowingly, and willfully continued to implement and use authentications systems and methods claimed in the '288 patent and '345 patent to control access to its wireless network and data connection service despite knowing of its infringing activity.

79. On information and belief, to the extent others, such as U.S. Cellular's customers (and their Data Enabled Devices), are acting with U.S. Cellular to use systems and methods for

accessing U.S. Cellular's Wireless Networks and Data Services, U.S. Cellular controls the design, function and operation of the Wireless Networks, including Data Enabled Devices, to ensure that customers' Data Enabled Devices will work with U.S. Cellular's Wireless Networks and Data Services. For example, as illustrated in Customer Agreements, U.S. Cellular requires that customers use Data Enabled Devices that use U.S. Cellular's systems and methods for controlling access to U.S. Cellular's Wireless Networks. Further, on information and belief, at least as early as April 7, 2012, U.S. Cellular has induced and continued to induce others, including its customers, to use Data Enabled Devices to practice one or more steps in the systems and methods claimed in the '288 patent.

80. U.S. Cellular has been, at least as early as April 7, 2012, and now is indirectly infringing the '345 patent (by inducement) in the State of Nebraska, in this judicial district, and elsewhere in the United States, by inducing its customers, in combination with U.S. Cellular, to continue to use Data Enabled Device and practice the methods claimed in the '345 patent. Further, on information and belief, at least as early as April 7, 2012, U.S. Cellular has recklessly, knowingly, and willfully continued to implement and use systems and methods claimed in the '288 patent and '345 patent to control access to its wireless network and data connection service despite knowing of its infringing activity.

81. On information and belief, this use of U.S. Cellular's Authentication Systems by U.S. Cellular and its customers have occurred and will continue to occur at U.S. Cellular's active behest, and with its intent, knowledge and encouragement, and with U.S. Cellular's aid and support to its customers, with knowledge that it is in contravention of Prism's rights under the '345 patent.

82. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

83. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '345 patent, Prism will be greatly and irreparably harmed.

COUNT VII
DIRECT INFRINGEMENT OF U.S. PATENT NO. 8,387,155

84. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 83 above as if fully set forth herein.

85. U.S. Cellular has been and now is directly infringing the '155 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by implementing authentication systems for controlling access to protected computer resources as claimed in the '155 patent.

86. To the extent others are acting with U.S. Cellular to use the systems for controlling access to U.S. Cellular's Wireless Network and Data Services, U.S. Cellular is the mastermind behind the use of the systems that are implemented for controlling access to U.S. Cellular's Wireless Network and Data Services. For example, on information and belief, U.S. Cellular requires that Data Enabled Wireless Devices include identity data that is transmitted to U.S. Cellular's Wireless Network so that U.S. Cellular's Authentication Systems can control and limit use of U.S. Cellular's Data Services. (Exhibit H).

87. Further, on information and belief, through its Customer Agreements, U.S. Cellular requires that all customer subscribing to a Data Plan use a Data Enabled Wireless Device that works with U.S. Cellular's Wireless Network and Data Services. Failure to comply with a Customer Agreement may (at U.S. Cellular's discretion) result in termination of services.

88. U.S. Cellular and its customers have been and now are jointly infringing the '155 patent in the State of Nebraska, in this judicial district, and elsewhere in the United States, by implementing and using authentication systems for controlling access to protected computer resources as claimed in the '155 patent.

89. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

90. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '155 patent, Prism will be greatly and irreparably harmed.

COUNT VIII
INDIRECT CONTRIBUTORY INFRINGEMENT OF U.S. PATENT NO. 8,387,155

91. Prism re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 90 above as if fully set forth herein.

92. When U.S. Cellular sells Data Enabled Wireless Devices to customers, U.S. Cellular also sells a Data Plan that allows his or her device to access U.S. Cellular's Wireless Network and Data Services.

93. On information and belief, the Data Enabled Wireless Devices sold by U.S. Cellular necessarily include software and hardware that allows the device to use U.S. Cellular's authentication systems controlling access to U.S. Cellular's Wireless Network and Data Services. On information and belief, a Data Enabled Wireless Device includes software controlled by U.S. Cellular to ensure that the Data Enabled Wireless Device attempts to access U.S. Cellular's Wireless Network and Data Services when the Data Enabled Wireless Device is powered-on. On information and belief.

94. On information and belief, these Data Enabled Wireless Device are specifically designed to work with U.S. Cellular's Wireless Network, Data Services and Authentication Systems and have no substantial non-infringing use as sold and authorized by U.S. Cellular.

95. U.S. Cellular has been and now is indirectly infringing the '155 patent (by contributory infringement) in the State of Nebraska, in this judicial district, and elsewhere in the United States, by making, using, selling and offering to sell Data Enabled Wireless Devices that use and practice the systems claimed in the '155 patent.

96. Prism has been injured by U.S. Cellular's infringing activities, and is entitled to recover money damages from U.S. Cellular adequate to compensate it for U.S. Cellular's infringement, but in no event less than a reasonable royalty together with interest and costs as fixed by the Court, and Prism will continue to suffer damages in the future unless U.S. Cellular's infringing activities are enjoined by this Court.

97. Unless a permanent injunction is issued enjoining U.S. Cellular and its respective agents, servants, employees, representatives, affiliates, and all others acting in active concert therewith from infringing the '155 patent, Prism will be greatly and irreparably harmed.

PRAYER FOR RELIEF

Wherefore, Prism respectfully requests judgment in its favor and against Defendant, as follows:

- a. A judgment in favor of Prism that U.S. Cellular has infringed the '288 patent;
- b. A judgment in favor of Prism that U.S. Cellular has infringed the '345 patent;
- c. A judgment in favor of Prism that U.S. Cellular has infringed the '155 patent;
- d. A permanent injunction against U.S. Cellular and its respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringing the '288 patent.
- e. A permanent injunction against U.S. Cellular and its respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringing the '345 patent;
- f. A permanent injunction against U.S. Cellular and its respective officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringing the '155 patent;
- g. A judgment and order requiring U.S. Cellular to pay Prism its damages, costs, expenses, and pre- and post-judgment interest for its infringement of the '288 patent as provided under 35 U.S.C. § 284;
- h. A judgment and order requiring U.S. Cellular to pay Prism its damages, costs, expenses, and pre- and post-judgment interest for its infringement of the '345 patent as provided under 35 U.S.C. § 284;

- i. A judgment and order requiring U.S. Cellular to pay Prism its damages, costs, expenses, and pre- and post-judgment interest for its infringement of the '155 patent as provided under 35 U.S.C. § 284;
- j. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Prism its reasonable attorneys' fees; and
- k. Such other relief in law and equity as this Court may deem just and proper.

DEMAND FOR A JURY TRIAL

Prism demands a trial by jury in Omaha of all issues triable by a jury.

Dated: March 1, 2013

Respectfully submitted,

By: *sl Daniel J. Fischer*

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CERTIFICATE OF SERVICE

I hereby certify that on March 1, 2013 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

s/ Daniel J. Fischer