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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SPH AMERICA, LLC,
Plaintiff,
vs.
AT&T MOBILITY, L.L.C.,
Defendant.

Case No. 3:13-cv-2318-CAB-NLS

**SUPPLEMENTAL FIRST
AMENDED COMPLAINT FOR
PATENT INFRINGEMENT**

Jury Trial Demanded

RUSS, AUGUST & KABAT

1 This is an action for patent infringement arising under the Patent Laws of the
2 United States of America, 35 U.S.C. § 1 *et seq.* in which Plaintiff SPH America,
3 LLC (“SPH” or “Plaintiff”) makes the following allegations against Defendant
4 AT&T Mobility, L.L.C. (“AT&T” or “Defendant”).

5 **I. PARTIES**

6 1. Plaintiff SPH America, LLC is a Virginia limited liability company
7 having a principal place of business at 8133 Leesburg Pike, Suite 310, Vienna,
8 Virginia 22182.

9 2. On information and belief, Defendant AT&T is a Delaware Limited
10 Liability Company with its principal place of business at 1025 Lenox Park
11 Boulevard, Atlanta, Georgia, 30319.

12 **II. JURISDICTION AND VENUE**

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

16 4. On information and belief, Defendant is subject to this Court's specific
17 and general personal jurisdiction pursuant to due process and/or the California
18 Long Arm Statute, due to having availed itself of the rights and benefits of
19 California by engaging in activities, including: (i) conducting substantial business
20 in this forum; and (ii) engaging in other persistent courses of conduct, and/or
21 deriving substantial revenue from goods and services provided to individuals in
22 California and in this Judicial District.

23 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b), 1391(c)
24 and 1400(b). On information and belief, Defendant has engaged in activities
25 including: transacting business in this district and purposefully directing its
26 business activities, including the sale of infringing goods, to this district.

COUNT I**INFRINGEMENT OF U.S. PATENT NO. RE 40,385**

6. Plaintiff SPH realleges and incorporates by reference paragraphs 1-5 above, as if fully set forth herein.

7. Plaintiff SPH is the exclusive licensee of United States Patent No. RE 40,385 (“the ‘385 patent”) titled “Orthogonal Complex Spreading Method For Multichannel And Apparatus Thereof.” The ‘385 patent was duly and legally issued by the United States Patent and Trademark Office on June 17, 2008. SPH is the exclusive licensee, possessing all substantial rights, to the ‘385 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘385 patent.

8. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

9. On information and belief, AT&T has infringed and continues to infringe the ‘385 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘385 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘385 patent, including but not limited to claim 31. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘385 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘385 patent pursuant to 35 U.S.C. § 271.

10. AT&T was placed on notice of its infringement of the ‘385 Patent no later than approximately February 10, 2012 as a result of a letter from SPH to

1 AT&T specifically identifying the '385 patent and informing AT&T of its
2 infringing conduct.

3 11. On information and belief, AT&T has also infringed the '385 patent
4 by inducing others, including users of unlicensed wireless handsets on its
5 networks, to infringe one or more claims of the '385 patent in violation of 35
6 U.S.C. § 271(b).

7 12. On information and belief, AT&T takes active steps to induce its
8 customers and network users to infringe the '385 patent by taking affirmative steps
9 to encourage and facilitate direct infringement by others with knowledge of that
10 infringement, such as, upon information and belief, by importing, offering for sale,
11 and/or selling products and/or services that when used as intended infringe the
12 '385 patent. For example, and without limitation, on information and belief,
13 AT&T advertises that customers can utilize mobile devices to communicate using
14 its network services for 3G communications that AT&T enables pursuant to
15 WCDMA technology. Since at least the time of the written communications from
16 SPH in February 2012, AT&T has had actual knowledge of the '385 patent and
17 that the use of products and services by its customers constituted direct
18 infringement of the '385 patent. Despite this knowledge, AT&T has continued to
19 offer these services, to facilitate and encourage infringing use of its services, and to
20 encourage its customers to use products and services from AT&T in a manner that
21 infringes the '385 patent.

22 13. On information and belief, AT&T has also infringed the '385 patent
23 by contributing to the infringement of others, including users of unlicensed
24 wireless handsets on its networks, to infringe one or more claims of the '385 patent
25 in violation of 35 U.S.C. § 271(c).

26 14. On information and belief, AT&T sells devices that are a component
27 of the patented invention of the '385 patent or an apparatus for use in practicing a
28 patented process of the '385 patent and they are especially made or especially

1 adapted for use in infringement of the '385 patent. In particular, the unlicensed
2 mobile handsets sold and offered for sale by AT&T care apparatus for use in
3 practicing one or more processes of the '385 patent and are especially made or
4 especially adapted for use in practicing one or more claimed processes of the '385
5 patent, including through use in communications using WCDMA technology.
6 AT&T sold these unlicensed devices despite its knowledge that they were
7 especially made or especially adapted for use in infringement of the '385 patent.
8 AT&T was put on notice of the infringing nature of these goods since at least the
9 time of the written communications from SPH in February 2012.

10 15. AT&T undertook its actions of, *inter alia*, making, using, offering for
11 sale, and/or selling unlicensed systems, and products and/or services related thereto
12 despite an objectively high likelihood that such activities infringed the '385 patent,
13 which has been duly issued by the United States Patent and Trademark Office, and
14 is presumed valid. Since at least the time of the written communications from SPH
15 in February 2012, AT&T has been aware of an objectively high likelihood that its
16 actions constituted, and continue to constitute, infringement of the '385 patent and
17 that the '385 patent is valid. Despite that knowledge, on information and belief,
18 AT&T has continued its infringing activities. As such, AT&T willfully infringed
19 the '385 patent.

20 16. As a result of AT&T's infringement of the '385 patent, Plaintiff SPH
21 has suffered monetary damages and is entitled to a money judgment in an amount
22 adequate to compensate for AT&T's infringement, but in no event less than a
23 reasonable royalty for the use made of the invention by AT&T, enhancement of
24 damages due to AT&T's willful infringement, and interest and costs as fixed by
25 the Court.
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27
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COUNT II**INFRINGEMENT OF U.S. PATENT NO. RE 40,253**

17. Plaintiff SPH realleges and incorporates by reference paragraphs 1-16 above, as if fully set forth herein.

18. Plaintiff SPH is the exclusive licensee of United States Patent No. RE 40,253 (“the ‘253 patent”) titled “Apparatus For Making A Random Access To the Reverse Common Channel Of A Base Station In CDMA And Method Therefor.” The ‘253 patent was duly and legally issued by the United States Patent and Trademark Office on April 22, 2008. SPH is the exclusive licensee, possessing all substantial rights, to the ‘253 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘253 patent.

19. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

20. On information and belief, AT&T has infringed and continues to infringe the ‘253 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘253 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘253 patent, including but not limited to claim 34. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘253 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘253 patent pursuant to 35 U.S.C. § 271.

1 21. AT&T was placed on notice of its infringement of the ‘253 Patent no
2 later than approximately February 10, 2012 as a result of a letter from SPH to
3 AT&T specifically identifying the ‘253 Patent and informing AT&T of its
4 infringing conduct.

5 22. On information and belief, AT&T has also infringed the ‘253 patent
6 by inducing others, including users of unlicensed wireless handsets on its networks
7 to infringe one or more claims of the ‘253 patent in violation of 35 U.S.C. §
8 271(b).

9 23. On information and belief, AT&T takes active steps to induce its
10 customers and network users to infringe the ‘253 patent by taking affirmative steps
11 to encourage and facilitate direct infringement by others with knowledge of that
12 infringement, such as, upon information and belief, by importing, offering for sale,
13 and/or selling products and/or services that when used as intended infringe the
14 ‘253 patent. For example, and without limitation, on information and belief,
15 AT&T advertises that customers can utilize mobile devices to communicate using
16 its network services for 3G communications that AT&T enables pursuant to
17 WCDMA technology. Since at least the time of the written communications from
18 SPH in February 2012, AT&T has had actual knowledge of the ‘253 patent and
19 that the use of products and services by its customers constituted direct
20 infringement of the ‘253 patent. Despite this knowledge, AT&T has continued to
21 offer these services, to facilitate and encourage infringing use of its services, and to
22 encourage its customers to use products and services from AT&T in a manner that
23 infringes the ‘253 patent.

24 24. On information and belief, AT&T has also infringed the ‘253 patent
25 by contributing to the infringement of others, including users of unlicensed
26 wireless handsets on its networks, to infringe one or more claims of the ‘253 patent
27 in violation of 35 U.S.C. § 271(c).
28

1 25. On information and belief, AT&T sells devices that are a component
2 of the patented invention of the '253 patent or an apparatus for use in practicing a
3 patented process of the '253 patent and they are especially made or especially
4 adapted for use in infringement of the '253 patent. In particular, the unlicensed
5 mobile handsets sold and offered for sale by AT&T are apparatus for use in
6 practicing one or more claimed processes of the '253 patent and are especially
7 made or especially adapted for use in practicing one or more claimed processes of
8 the '253 patent, including through use in communications using WCDMA
9 technology. AT&T sold these unlicensed devices despite its knowledge that they
10 were especially made or especially adapted for use in infringement of the '253
11 patent. AT&T was put on notice of the infringing nature of these goods since at
12 least the time of the written communications from SPH in February 2012.

13 26. AT&T undertook its actions of, *inter alia*, making, using, offering for
14 sale, and/or selling unlicensed systems, and products and/or services related thereto
15 despite an objectively high likelihood that such activities infringed the '253 patent,
16 which has been duly issued by the United States Patent and Trademark Office, and
17 is presumed valid. Since at least the time of the written communications from SPH
18 in February 2012, AT&T has been aware of an objectively high likelihood that its
19 actions constituted, and continue to constitute, infringement of the '253 patent and
20 that the '253 patent is valid. Despite that knowledge, on information and belief,
21 AT&T has continued its infringing activities. As such, AT&T willfully infringed
22 the '253 patent.

23 27. As a result of AT&T's infringement of the '253 patent, Plaintiff SPH
24 has suffered monetary damages and is entitled to a money judgment in an amount
25 adequate to compensate for AT&T's infringement, but in no event less than a
26 reasonable royalty for the use made of the invention by AT&T, enhancement of
27 damages due to AT&T's willful infringement, and interest and costs as fixed by
28 the Court.

COUNT III**INFRINGEMENT OF U.S. PATENT NO. 7,443,906**

28. Plaintiff SPH realleges and incorporates by reference paragraphs 1-27 above, as if fully set forth herein.

29. Plaintiff SPH is the exclusive licensee of United States Patent No. 7,443,906 (“the ‘906 patent”) titled “Apparatus and Method For Modulating Data Message by Employing Orthogonal Variable Spreading Factor (OVSF) Codes In Mobile Communication System.” The ‘906 patent was duly and legally issued by the United States Patent and Trademark Office on October 28, 2008. SPH is the exclusive licensee, possessing all substantial rights, to the ‘906 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘906 patent.

30. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

31. On information and belief, AT&T has infringed and continues to infringe the ‘906 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘906 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘906 patent, including but not limited to claim 14. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘906 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘906 patent pursuant to 35 U.S.C. § 271.

1 32. AT&T was placed on notice of its infringement of the ‘906 Patent no
2 later than approximately February 10, 2012 as a result of a letter from SPH to
3 AT&T specifically identifying the ‘906 Patent and informing AT&T of its
4 infringing conduct.

5 33. On information and belief, AT&T has also infringed the ‘906 patent
6 by inducing others, including users of unlicensed wireless handsets on its networks
7 to infringe one or more claims of the ‘906 patent in violation of 35 U.S.C. §
8 271(b).

9 34. On information and belief, AT&T takes active steps to induce its
10 customers and network users to infringe the ‘906 patent by taking affirmative steps
11 to encourage and facilitate direct infringement by others with knowledge of that
12 infringement, such as, upon information and belief, by importing, offering for sale,
13 and/or selling products and/or services that when used as intended infringe the
14 ‘906 patent. For example, and without limitation, on information and belief,
15 AT&T advertises that customers can utilize mobile devices to communicate using
16 its network services for 3G communications that AT&T enables pursuant to
17 WCDMA technology. Since at least the time of the written communications from
18 SPH in February 2012, AT&T has had actual knowledge of the ‘906 patent and
19 that the use of products and services by its customers constituted direct
20 infringement of the ‘906 patent. Despite this knowledge, AT&T has continued to
21 offer these services, to facilitate and encourage infringing use of its services, and to
22 encourage its customers to use products and services from AT&T in a manner that
23 infringes the ‘906 patent.

24 35. On information and belief, AT&T has also infringed the ‘906 patent
25 by contributing to the infringement of others, including users of unlicensed
26 wireless handsets on its networks, to infringe one or more claims of the ‘906 patent
27 in violation of 35 U.S.C. § 271(c).
28

1 36. On information and belief, AT&T sells devices that are a component
2 of the patented invention of the '906 patent or an apparatus for use in practicing a
3 patented process of the '906 patent and they are especially made or especially
4 adapted for use in infringement of the '906 patent. In particular, the unlicensed
5 mobile handsets sold and offered for sale by AT&T are apparatus for use in
6 practicing one or more claimed processes of the '906 patent and are especially
7 made or especially adapted for use in practicing one or more claimed processes of
8 the '906 patent, including through use in communications using WCDMA
9 technology. AT&T sold these unlicensed devices despite its knowledge that they
10 were especially made or especially adapted for use in infringement of the '906
11 patent. AT&T was put on notice of the infringing nature of these goods since at
12 least the time of the written communications from SPH in February 2012.

13 37. AT&T undertook its actions of, *inter alia*, making, using, offering for
14 sale, and/or selling unlicensed systems, and products and/or services related thereto
15 despite an objectively high likelihood that such activities infringed the '906 patent,
16 which has been duly issued by the United States Patent and Trademark Office, and
17 is presumed valid. Since at least the time of the written communications from SPH
18 in February 2012, AT&T has been aware of an objectively high likelihood that its
19 actions constituted, and continue to constitute, infringement of the '906 patent and
20 that the '906 patent is valid. Despite that knowledge, on information and belief,
21 AT&T has continued its infringing activities. As such, AT&T willfully infringed
22 the '906 patent.

23 38. As a result of AT&T's infringement of the '906 patent, Plaintiff SPH
24 has suffered monetary damages and is entitled to a money judgment in an amount
25 adequate to compensate for AT&T's infringement, but in no event less than a
26 reasonable royalty for the use made of the invention by AT&T, enhancement of
27 damages due to AT&T's willful infringement, and interest and costs as fixed by
28 the Court.

COUNT IV**INFRINGEMENT OF U.S. PATENT NO. 5,960,029**

39. Plaintiff SPH realleges and incorporates by reference paragraphs 1-38 above, as if fully set forth herein.

40. Plaintiff SPH is the exclusive licensee of United States Patent No. 5,960,029 (“the ‘029 patent”) titled “Coherent Dual-Channel QPSK Modulator/Demodulator For CDMA Systems, And Modulating/Demodulating Methods Therefor.” The ‘029 patent was duly and legally issued by the United States Patent and Trademark Office on September 28, 1999. SPH is the exclusive licensee, possessing all substantial rights, to the ‘029 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘029 patent.

41. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

42. On information and belief, AT&T has infringed and continues to infringe the ‘029 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘029 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘029 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘029 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘029 patent pursuant to 35 U.S.C. § 271.

1 43. AT&T was placed on notice of its infringement of the '029 Patent no
2 later than approximately February 10, 2012 as a result of a letter from SPH to
3 AT&T specifically identifying the '029 Patent and informing AT&T of its
4 infringing conduct.

5 44. On information and belief, AT&T has also infringed the '029 patent
6 by inducing others, including users of unlicensed wireless handsets on its networks
7 to infringe one or more claims of the '029 patent in violation of 35 U.S.C. §
8 271(b).

9 45. On information and belief, AT&T takes active steps to induce its
10 customers and network users to infringe the '029 patent by taking affirmative steps
11 to encourage and facilitate direct infringement by others with knowledge of that
12 infringement, such as, upon information and belief, by importing, offering for sale,
13 and/or selling products and/or services that when used as intended infringe the
14 '029 patent. For example, and without limitation, on information and belief,
15 AT&T advertises that customers can utilize mobile devices to communicate using
16 its network services for 3G communications that AT&T enables pursuant to
17 WCDMA technology. Since at least time of the written communications from
18 SPH in February 2012, AT&T has had actual knowledge of the '029 patent and
19 that the use of products and services by its customers constituted direct
20 infringement of the '029 patent. Despite this knowledge, AT&T has continued to
21 offer these services, to facilitate and encourage infringing use of its services, and to
22 encourage its customers to use products and services from AT&T in a manner that
23 infringes the '029 patent.

24 46. On information and belief, AT&T has also infringed the '029 patent
25 by contributing to the infringement of others, including users of unlicensed
26 wireless handsets on its networks, to infringe one or more claims of the '029 patent
27 in violation of 35 U.S.C. § 271(c).
28

1 47. On information and belief, AT&T sells devices that are a component
2 of the patented invention of the '029 patent or an apparatus for use in practicing a
3 patented process of the '029 patent and they are especially made or especially
4 adapted for use in infringement of the '029 patent. In particular, the unlicensed
5 mobile handsets sold and offered for sale by AT&T are apparatus for use in
6 practicing one or more claimed processes of the '029 patent and are especially
7 made or especially adapted for use in practicing one or more claimed processes of
8 the '029 patent, including through use in communications using WCDMA
9 technology. AT&T sold these unlicensed devices despite its knowledge that they
10 were especially made or especially adapted for use in infringement of the '029
11 patent. AT&T was put on notice of the infringing nature of these goods since at
12 least the time of the written communications from SPH in February 2012.

13 48. AT&T undertook its actions of, *inter alia*, making, using, offering for
14 sale, and/or selling unlicensed systems, and products and/or services related thereto
15 despite an objectively high likelihood that such activities infringed the '029 patent,
16 which has been duly issued by the United States Patent and Trademark Office, and
17 is presumed valid. Since at least the time of the written communications from SPH
18 in February 2012, AT&T has been aware of an objectively high likelihood that its
19 actions constituted, and continue to constitute, infringement of the '029 patent and
20 that the '029 patent is valid. Despite that knowledge, on information and belief,
21 AT&T has continued its infringing activities. As such, AT&T willfully infringed
22 the '029 patent.

23 49. As a result of AT&T's infringement of the '029 patent, Plaintiff SPH
24 has suffered monetary damages and is entitled to a money judgment in an amount
25 adequate to compensate for AT&T's infringement, but in no event less than a
26 reasonable royalty for the use made of the invention by AT&T, enhancement of
27 damages due to AT&T's willful infringement, and interest and costs as fixed by
28 the Court.

COUNT V**INFRINGEMENT OF U.S. PATENT NO. 8,121,173**

50. Plaintiff SPH realleges and incorporates by reference paragraphs 1-49 above, as if fully set forth herein.

51. Plaintiff SPH is the exclusive licensee of United States Patent No. 8,121,173 (“the ‘173 patent”) titled “Apparatus And Method For Modulating Data Message By Employing Orthogonal Variable Spreading Factor (OVSF) Codes In Mobile Communicating System.” The ‘173 patent was duly and legally issued by the United States Patent and Trademark Office on February 21, 2012. SPH is the exclusive licensee, possessing all substantial rights, to the ‘173 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘173 patent.

52. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

53. On information and belief, AT&T has infringed and continues to infringe the ‘173 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘173 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘173 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘173 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘173 patent pursuant to 35 U.S.C. § 271.

1 54. As a result of AT&T's infringement of the '173 patent, Plaintiff SPH
2 has suffered monetary damages and is entitled to a money judgment in an amount
3 adequate to compensate for AT&T's infringement, but in no event less than a
4 reasonable royalty for the use made of the invention by AT&T, and interests and
5 costs as fixed by the Court.

6 55. AT&T was placed on notice of its infringement of the '173 Patent no
7 later than the filing of the initial complaint in this matter specifically identifying
8 the '173 Patent and informing AT&T of its infringing conduct.

9 56. On information and belief, AT&T has also infringed the '173 patent
10 by inducing others, including users of unlicensed wireless handsets on its networks
11 to infringe one or more claims of the '173 patent in violation of 35 U.S.C. §
12 271(b).

13 57. On information and belief, AT&T takes active steps to induce its
14 customers and network users to infringe the '173 patent by taking affirmative steps
15 to encourage and facilitate direct infringement by others with knowledge of that
16 infringement, such as, upon information and belief, by importing, offering for sale,
17 and/or selling products and/or services that when used as intended infringe the
18 '173 patent. For example, and without limitation, on information and belief,
19 AT&T advertises that customers can utilize mobile devices to communicate using
20 its network services for 3G communications that AT&T enables pursuant to
21 WCDMA technology. Since at least the filing of the initial complaint in this
22 matter, AT&T has had actual knowledge of the '173 patent and that the use of
23 products and services by its customers constituted direct infringement of the '173
24 patent. Despite this knowledge, AT&T has continued to offer these services, to
25 facilitate and encourage infringing use of its services, and to encourage its
26 customers to use products and services from AT&T in a manner that infringes the
27 '173 patent.

1 58. On information and belief, AT&T has also infringed the ‘173 patent
2 by contributing to the infringement of others, including users of unlicensed
3 wireless handsets on its networks, to infringe one or more claims of the ‘173 patent
4 in violation of 35 U.S.C. § 271(c).

5 59. On information and belief, AT&T sells devices that are a component
6 of the patented invention of the ‘173 patent or an apparatus for use in practicing a
7 patented process of the ‘173 patent and they are especially made or especially
8 adapted for use in infringement of the ‘173 patent. In particular, the unlicensed
9 mobile handsets sold and offered for sale by AT&T are apparatus for use in
10 practicing one or more claimed processes of the ‘173 patent and are especially
11 made or especially adapted for use in practicing one or more claimed processes of
12 the ‘173 patent, including through use in communications using WCDMA
13 technology. AT&T sold these unlicensed devices despite its knowledge that they
14 were especially made or especially adapted for use in infringement of the ‘173
15 patent. AT&T was put on notice of the infringing nature of these goods since at
16 least the time of the filing of the initial complaint in this matter.

17 60. AT&T undertook its actions of, *inter alia*, making, using, offering for
18 sale, and/or selling unlicensed systems, and products and/or services related thereto
19 despite an objectively high likelihood that such activities infringed the ‘173 patent,
20 which has been duly issued by the United States Patent and Trademark Office, and
21 is presumed valid. Since at least the time of the initial filing of this action, AT&T
22 has been aware of an objectively high likelihood that its actions constituted, and
23 continue to constitute, infringement of the ‘173 patent and that the ‘173 patent is
24 valid. Despite that knowledge, on information and belief, AT&T has continued its
25 infringing activities. As such, AT&T willfully infringed the ‘173 patent.

26 61. As a result of AT&T’s indirect infringement of the ‘173 patent,
27 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment
28 in an amount adequate to compensate for AT&T’s infringement, but in no event

1 less than a reasonable royalty for the use made of the invention by AT&T,
2 enhancement of damages due to AT&T's willful infringement, and interest and
3 costs as fixed by the Court.

4 **COUNT VI**

5 **INFRINGEMENT OF U.S. PATENT NO. RE 44,507**

6 62. Plaintiff SPH realleges and incorporates by reference paragraphs 1-61
7 above, as if fully set forth herein.

8 63. Plaintiff SPH is the exclusive licensee of United States Patent No. RE
9 44,507 ("the '507 patent") titled "Orthogonal Complex Spreading Method for
10 Multichannel and Apparatus Thereof." The '507 patent was duly and legally
11 issued by the United States Patent and Trademark Office on September 24, 2013.
12 SPH is the exclusive licensee, possessing all substantial rights, to the '507 patent
13 pursuant to a license from the Electronics and Telecommunications Research
14 Institute, a South Korean non-profit research organization, the owner of the '507
15 patent.

16 64. On information and belief, AT&T operates a wireless
17 communications network, and sells mobile handsets for use on a wireless network.

18 65. On information and belief, AT&T has infringed and continues to
19 infringe the '507 patent by, among other things, making, using, offering for sale,
20 and/or selling unlicensed systems, and products and/or services related thereto,
21 covered by one or more claims of the '507 patent. Such unlicensed products
22 include, by way of example and without limitation, mobile phones made by
23 Samsung, including without limitation the Samsung Galaxy S4 Active, and the
24 Galaxy S III, as well mobile phones made by Blackberry, including, without
25 limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve
26 9360, all of which are covered by one or more claims of the '507 patent, including
27 but not limited to claim 104. By making, using, offering for sale, and/or selling
28 such systems, and products and/or services related thereto, covered by one or more

1 claims of the '507 patent, AT&T has injured SPH and is liable to SPH for
2 infringement of the '507 patent pursuant to 35 U.S.C. § 271.

3 66. As a result of AT&T's infringement of the '507 patent, Plaintiff SPH
4 has suffered monetary damages and is entitled to a money judgment in an amount
5 adequate to compensate for AT&T's infringement, but in no event less than a
6 reasonable royalty for the use made of the invention by AT&T, and interests and
7 costs as fixed by the Court.

8 67. AT&T was placed on notice of its infringement of the '507 Patent no
9 later than the filing of the first amended complaint in this matter specifically
10 identifying the '507 Patent and informing AT&T of its infringing conduct.

11 68. On information and belief, AT&T has also infringed the '507 patent
12 by inducing others, including users of unlicensed wireless handsets on its networks
13 to infringe one or more claims of the '507 patent in violation of 35 U.S.C. §
14 271(b).

15 69. On information and belief, AT&T takes active steps to induce its
16 customers and network users to infringe the '507 patent by taking affirmative steps
17 to encourage and facilitate direct infringement by others with knowledge of that
18 infringement, such as, upon information and belief, by importing, offering for sale,
19 and/or selling products and/or services that when used as intended infringe the
20 '507 patent. For example, and without limitation, on information and belief,
21 AT&T advertises that customers can utilize mobile devices to communicate using
22 its network services for 3G communications that AT&T enables pursuant to
23 WCDMA technology. Since at least the filing of the first amended complaint in
24 this matter, AT&T has had actual knowledge of the '507 patent and that the use of
25 products and services by its customers constituted direct infringement of the '507
26 patent. Despite this knowledge, AT&T has continued to offer these services, to
27 facilitate and encourage infringing use of its services, and to encourage its
28

1 customers to use products and services from AT&T in a manner that infringes the
2 ‘507 patent.

3 70. On information and belief, AT&T has also infringed the ‘507 patent
4 by contributing to the infringement of others, including users of unlicensed
5 wireless handsets on its networks, to infringe one or more claims of the ‘507 patent
6 in violation of 35 U.S.C. § 271(c).

7 71. On information and belief, AT&T sells devices that are a component
8 of the patented invention of the ‘507 patent or an apparatus for use in practicing a
9 patented process of the ‘507 patent and they are especially made or especially
10 adapted for use in infringement of the ‘507 patent. In particular, the unlicensed
11 mobile handsets sold and offered for sale by AT&T are apparatus for use in
12 practicing one or more claimed processes of the ‘507 patent and are especially
13 made or especially adapted for use in practicing one or more claimed processes of
14 the ‘507 patent, including through use in communications using WCDMA
15 technology. AT&T sold these unlicensed devices despite its knowledge that they
16 were especially made or especially adapted for use in infringement of the ‘507
17 patent. AT&T was put on notice of the infringing nature of these goods since at
18 least the time of the filing of the initial complaint in this matter.

19 72. AT&T undertook its actions of, *inter alia*, making, using, offering for
20 sale, and/or selling unlicensed systems, and products and/or services related thereto
21 despite an objectively high likelihood that such activities infringed the ‘507 patent,
22 which has been duly issued by the United States Patent and Trademark Office, and
23 is presumed valid. Since at least the time of the filing of the first amended
24 complaint in this action, AT&T has been aware of an objectively high likelihood
25 that its actions constituted, and continue to constitute, infringement of the ‘507
26 patent and that the ‘507 patent is valid. Despite that knowledge, on information
27 and belief, AT&T has continued its infringing activities. As such, AT&T willfully
28 infringed the ‘507 patent.

73. As a result of AT&T's indirect infringement of the '507 patent, Plaintiff SPH has suffered monetary damages and is entitled to a money judgment in an amount adequate to compensate for AT&T's infringement, but in no event less than a reasonable royalty for the use made of the invention by AT&T, enhancement of damages due to AT&T's willful infringement, and interest and costs as fixed by the Court.

COUNT VII

INFRINGEMENT OF U.S. PATENT NO. RE 44,530

74. Plaintiff SPH realleges and incorporates by reference paragraphs 1-73 above, as if fully set forth herein.

75. Plaintiff SPH is the exclusive licensee of United States Patent No. RE 44,530 ("the '530 patent") titled "Apparatus for Making a Random Access to the Reverse Common Channel of a Base Station in CDMA and Method Therefor." The '530 patent was duly and legally issued by the United States Patent and Trademark Office on October 8, 2013. SPH is the exclusive licensee, possessing all substantial rights, to the '530 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the '530 patent.

76. On information and belief, AT&T operates a wireless communications network, and sells mobile handsets for use on a wireless network.

77. On information and belief, AT&T has infringed and continues to infringe the '530 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the '530 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve

1 9360, all of which are covered by one or more claims of the ‘507 patent, including
2 but not limited to claim 222. By making, using, offering for sale, and/or selling
3 such systems, and products and/or services related thereto, covered by one or more
4 claims of the ‘530 patent, AT&T has injured SPH and is liable to SPH for
5 infringement of the ‘530 patent pursuant to 35 U.S.C. § 271.

6 78. As a result of AT&T’s infringement of the ‘530 patent, Plaintiff SPH
7 has suffered monetary damages and is entitled to a money judgment in an amount
8 adequate to compensate for AT&T’s infringement, but in no event less than a
9 reasonable royalty for the use made of the invention by AT&T, and interests and
10 costs as fixed by the Court.

11 79. AT&T was placed on notice of its infringement of the ‘530 Patent no
12 later than the filing of the first amended complaint in this matter specifically
13 identifying the ‘530 Patent and informing AT&T of its infringing conduct.

14 80. On information and belief, AT&T has also infringed the ‘530 patent
15 by inducing others, including users of unlicensed wireless handsets on its networks
16 to infringe one or more claims of the ‘530 patent in violation of 35 U.S.C. §
17 271(b).

18 81. On information and belief, AT&T takes active steps to induce its
19 customers and network users to infringe the ‘530 patent by taking affirmative steps
20 to encourage and facilitate direct infringement by others with knowledge of that
21 infringement, such as, upon information and belief, by importing, offering for sale,
22 and/or selling products and/or services that when used as intended infringe the
23 ‘530 patent. For example, and without limitation, on information and belief,
24 AT&T advertises that customers can utilize mobile devices to communicate using
25 its network services for 3G communications that AT&T enables pursuant to
26 WCDMA technology. Since at least the filing of the first amended complaint in
27 this matter, AT&T has had actual knowledge of the ‘530 patent and that the use of
28 products and services by its customers constituted direct infringement of the ‘530

1 patent. Despite this knowledge, AT&T has continued to offer these services, to
2 facilitate and encourage infringing use of its services, and to encourage its
3 customers to use products and services from AT&T in a manner that infringes the
4 ‘530 patent.

5 82. On information and belief, AT&T has also infringed the ‘530 patent
6 by contributing to the infringement of others, including users of unlicensed
7 wireless handsets on its networks, to infringe one or more claims of the ‘530 patent
8 in violation of 35 U.S.C. § 271(c).

9 83. On information and belief, AT&T sells devices that are a component
10 of the patented invention of the ‘530 patent or an apparatus for use in practicing a
11 patented process of the ‘530 patent and they are especially made or especially
12 adapted for use in infringement of the ‘530 patent. In particular, the unlicensed
13 mobile handsets sold and offered for sale by AT&T are apparatus for use in
14 practicing one or more claimed processes of the ‘530 patent and are especially
15 made or especially adapted for use in practicing one or more claimed processes of
16 the ‘530 patent, including through use in communications using WCDMA
17 technology. AT&T sold these unlicensed devices despite its knowledge that they
18 were especially made or especially adapted for use in infringement of the ‘530
19 patent. AT&T was put on notice of the infringing nature of these goods since at
20 least the time of the filing of the initial complaint in this matter.

21 84. AT&T undertook its actions of, *inter alia*, making, using, offering for
22 sale, and/or selling unlicensed systems, and products and/or services related thereto
23 despite an objectively high likelihood that such activities infringed the ‘530 patent,
24 which has been duly issued by the United States Patent and Trademark Office, and
25 is presumed valid. Since at least the time of the filing of the first amended
26 complaint in this action, AT&T has been aware of an objectively high likelihood
27 that its actions constituted, and continue to constitute, infringement of the ‘530
28 patent and that the ‘530 patent is valid. Despite that knowledge, on information

1 and belief, AT&T has continued its infringing activities. As such, AT&T willfully
2 infringed the '530 patent.

3 85. As a result of AT&T's indirect infringement of the '530 patent,
4 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment
5 in an amount adequate to compensate for AT&T's infringement, but in no event
6 less than a reasonable royalty for the use made of the invention by AT&T,
7 enhancement of damages due to AT&T's willful infringement, and interest and
8 costs as fixed by the Court.

9 **COUNT VIII**

10 **INFRINGEMENT OF U.S. PATENT NO. RE 44,591**

11 86. Plaintiff SPH realleges and incorporates by reference paragraphs 1-85
12 above, as if fully set forth herein.

13 87. Plaintiff SPH is the exclusive licensee of United States Patent No. RE
14 44,591 ("the '591 patent") titled "Apparatus for Making a Random Access to the
15 Reverse Common Channel of a Base Station in CDMA and Method Therefor."
16 The '591 patent was duly and legally issued by the United States Patent and
17 Trademark Office on November 12, 2013. SPH is the exclusive licensee,
18 possessing all substantial rights, to the '530 patent pursuant to a license from the
19 Electronics and Telecommunications Research Institute, a South Korean non-profit
20 research organization, the owner of the '591 patent.

21 88. On information and belief, AT&T operates a wireless
22 communications network utilizing wireless communications base stations.

23 89. On information and belief, AT&T has infringed and continues to
24 infringe the '591 patent by, among other things, making, using, offering for sale,
25 and/or selling unlicensed systems, and products and/or services related thereto,
26 covered by one or more claims of the '591 patent. Such unlicensed products
27 include, by way of example and without limitation, AT&T's use of wireless
28 communication base stations which are covered by one or more claims of the '591

1 patent, including but not limited to claim 55. By making, using, offering for sale,
2 and/or selling such systems, and products and/or services related thereto, covered
3 by one or more claims of the '591 patent, AT&T has injured SPH and is liable to
4 SPH for infringement of the '591 patent pursuant to 35 U.S.C. § 271.

5 90. As a result of AT&T's infringement of the '591 patent, Plaintiff SPH
6 has suffered monetary damages and is entitled to a money judgment in an amount
7 adequate to compensate for AT&T's infringement, but in no event less than a
8 reasonable royalty for the use made of the invention by AT&T, and interests and
9 costs as fixed by the Court.

10 91. AT&T was placed on notice of its infringement of the '591 Patent no
11 later than the filing of the first amended complaint in this matter specifically
12 identifying the '591 Patent and informing AT&T of its infringing conduct.

13 92. AT&T undertook its actions of, *inter alia*, making, using, offering for
14 sale, and/or selling unlicensed systems, and products and/or services related thereto
15 despite an objectively high likelihood that such activities infringed the '591 patent,
16 which has been duly issued by the United States Patent and Trademark Office, and
17 is presumed valid. Since at least the time of the filing of the first amended
18 complaint in this action, AT&T has been aware of an objectively high likelihood
19 that its actions constituted, and continue to constitute, infringement of the '591
20 patent and that the '591 patent is valid. Despite that knowledge, on information
21 and belief, AT&T has continued its infringing activities. As such, AT&T willfully
22 infringed the '591 patent.

23 93. As a result of AT&T's infringement of the '591 patent, Plaintiff SPH
24 has suffered monetary damages and is entitled to a money judgment in an amount
25 adequate to compensate for AT&T's infringement, but in no event less than a
26 reasonable royalty for the use made of the invention by AT&T, enhancement of
27 damages due to AT&T's willful infringement, and interest and costs as fixed by
28 the Court.

COUNT IX**INFRINGEMENT OF U.S. PATENT NO. 8,565,346**

94. Plaintiff SPH realleges and incorporates by reference paragraphs 1-93 above, as if fully set forth herein.

95. Plaintiff SPH is the exclusive licensee of United States Patent No. 8,565,346 (“the ‘346 patent”) titled “Apparatus for Transmitting and Receiving Data to Provide High-Speed Data Communication and Method Thereof.” The ‘346 patent was duly and legally issued by the United States Patent and Trademark Office on October 22, 2013. SPH is the exclusive licensee, possessing all substantial rights, to the ‘346 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the ‘346 patent.

96. On information and belief, AT&T sells mobile handsets capable of wireless local area network connectivity, and operates and/or provides access to wireless local area network hotspots.

97. On information and belief, AT&T has infringed and continues to infringe the ‘346 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the ‘346 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the ‘346 patent, including but not limited to claim 1. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more claims of the ‘346 patent, AT&T has injured SPH and is liable to SPH for infringement of the ‘346 patent pursuant to 35 U.S.C. § 271.

1 98. As a result of AT&T's infringement of the '346 patent, Plaintiff SPH
2 has suffered monetary damages and is entitled to a money judgment in an amount
3 adequate to compensate for AT&T's infringement, but in no event less than a
4 reasonable royalty for the use made of the invention by AT&T, and interests and
5 costs as fixed by the Court.

6 99. AT&T was placed on notice of its infringement of the '346 Patent no
7 later than the filing of the first amended complaint in this matter specifically
8 identifying the '346 Patent and informing AT&T of its infringing conduct.

9 100. On information and belief, AT&T has also infringed the '346 patent
10 by inducing others, including users of unlicensed wireless handsets to infringe one
11 or more claims of the '346 patent in violation of 35 U.S.C. § 271(b).

12 101. On information and belief, AT&T takes active steps to induce its
13 customers to infringe the '346 patent by taking affirmative steps to encourage and
14 facilitate direct infringement by others with knowledge of that infringement, such
15 as, upon information and belief, by importing, offering for sale, and/or selling
16 products and/or services that when used as intended infringe the '346 patent. For
17 example, and without limitation, on information and belief, AT&T advertises that
18 customers can utilize mobile devices to communicate using WiFi communications
19 protocols. Since at least the filing of the first amended complaint in this matter,
20 AT&T has had actual knowledge of the '346 patent and that the use of products
21 and services by its customers constituted direct infringement of the '346 patent.
22 Despite this knowledge, AT&T has continued to offer these services, to facilitate
23 and encourage infringing use of its services, and to encourage its customers to use
24 products and services from AT&T in a manner that infringes the '346 patent.

25 102. On information and belief, AT&T has also infringed the '346 patent
26 by contributing to the infringement of others, including users of unlicensed
27 wireless handsets, to infringe one or more claims of the '346 patent in violation of
28 35 U.S.C. § 271(c).

1 103. On information and belief, AT&T sells devices that are a component
2 of the patented invention of the ‘346 patent or an apparatus for use in practicing a
3 patented process of the ‘346 patent and they are especially made or especially
4 adapted for use in infringement of the ‘346 patent. In particular, the unlicensed
5 mobile handsets sold and offered for sale by AT&T are apparatus for use in
6 practicing one or more claimed processes of the ‘346 patent and are especially
7 made or especially adapted for use in practicing one or more claimed processes of
8 the ‘346 patent, including through use in communications using WiFi
9 communications protocols. AT&T sold these unlicensed devices despite its
10 knowledge that they were especially made or especially adapted for use in
11 infringement of the ‘346 patent. AT&T was put on notice of the infringing nature
12 of these goods since at least the time of the filing of the initial complaint in this
13 matter.

14 104. AT&T undertook its actions of, *inter alia*, making, using, offering for
15 sale, and/or selling unlicensed systems, and products and/or services related thereto
16 despite an objectively high likelihood that such activities infringed the ‘346 patent,
17 which has been duly issued by the United States Patent and Trademark Office, and
18 is presumed valid. Since at least the time of the filing of the first amended
19 complaint in this action, AT&T has been aware of an objectively high likelihood
20 that its actions constituted, and continue to constitute, infringement of the ‘346
21 patent and that the ‘346 patent is valid. Despite that knowledge, on information
22 and belief, AT&T has continued its infringing activities. As such, AT&T willfully
23 infringed the ‘346 patent.

24 105. As a result of AT&T’s indirect infringement of the ‘346 patent,
25 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment
26 in an amount adequate to compensate for AT&T’s infringement, but in no event
27 less than a reasonable royalty for the use made of the invention by AT&T,
28

enhancement of damages due to AT&T's willful infringement, and interest and costs as fixed by the Court.

COUNT X

INFRINGEMENT OF U.S. PATENT NO. 8,532,231

106. Plaintiff SPH realleges and incorporates by reference paragraphs 1-105 above, as if fully set forth herein.

107. Plaintiff SPH is the exclusive licensee of United States Patent No. 8,532,231 ("the '231 patent") titled "Apparatus for Transmitting and Receiving Data to Provide High-Speed Data Communication and Method Thereof." The '231 patent was duly and legally issued by the United States Patent and Trademark Office on September 10, 2013. SPH is the exclusive licensee, possessing all substantial rights, to the '231 patent pursuant to a license from the Electronics and Telecommunications Research Institute, a South Korean non-profit research organization, the owner of the '231 patent.

108. On information and belief, AT&T sells mobile handsets capable of wireless local area network connectivity, and operates and/or provides access to wireless local area network hotspots.

109. On information and belief, AT&T has infringed and continues to infringe the '231 patent by, among other things, making, using, offering for sale, and/or selling unlicensed systems, and products and/or services related thereto, covered by one or more claims of the '231 patent. Such unlicensed products include, by way of example and without limitation, mobile phones made by Samsung, including without limitation the Samsung Galaxy S4 Active, and the Galaxy S III, as well mobile phones made by Blackberry, including, without limitation the Blackberry Q10, the Blackberry Z10, and the Blackberry Curve 9360, all of which are covered by one or more claims of the '241 patent, including but not limited to claim 35. By making, using, offering for sale, and/or selling such systems, and products and/or services related thereto, covered by one or more

1 claims of the '231 patent, AT&T has injured SPH and is liable to SPH for
2 infringement of the '231 patent pursuant to 35 U.S.C. § 271.

3 110. As a result of AT&T's infringement of the '231 patent, Plaintiff SPH
4 has suffered monetary damages and is entitled to a money judgment in an amount
5 adequate to compensate for AT&T's infringement, but in no event less than a
6 reasonable royalty for the use made of the invention by AT&T, and interests and
7 costs as fixed by the Court.

8 111. AT&T was placed on notice of its infringement of the '231 Patent no
9 later than the filing of the first amended complaint in this matter specifically
10 identifying the '231 Patent and informing AT&T of its infringing conduct.

11 112. On information and belief, AT&T has also infringed the '231 patent
12 by inducing others, including users of unlicensed wireless handsets to infringe one
13 or more claims of the '231 patent in violation of 35 U.S.C. § 271(b).

14 113. On information and belief, AT&T takes active steps to induce its
15 customers to infringe the '231 patent by taking affirmative steps to encourage and
16 facilitate direct infringement by others with knowledge of that infringement, such
17 as, upon information and belief, by importing, offering for sale, and/or selling
18 products and/or services that when used as intended infringe the '231 patent. For
19 example, and without limitation, on information and belief, AT&T advertises that
20 customers can utilize mobile devices to communicate using WiFi communications
21 protocols. Since at least the filing of the first amended complaint in this matter,
22 AT&T has had actual knowledge of the '231 patent and that the use of products
23 and services by its customers constituted direct infringement of the '231 patent.
24 Despite this knowledge, AT&T has continued to offer these services, to facilitate
25 and encourage infringing use of its services, and to encourage its customers to use
26 products and services from AT&T in a manner that infringes the '231 patent.

27 114. On information and belief, AT&T has also infringed the '231 patent
28 by contributing to the infringement of others, including users of unlicensed

1 wireless handsets, to infringe one or more claims of the '231 patent in violation of
2 35 U.S.C. § 271(c).

3 115. On information and belief, AT&T sells devices that are a component
4 of the patented invention of the '231 patent or an apparatus for use in practicing a
5 patented process of the '231 patent and they are especially made or especially
6 adapted for use in infringement of the '231 patent. In particular, the unlicensed
7 mobile handsets sold and offered for sale by AT&T are apparatus for use in
8 practicing one or more claimed processes of the '231 patent and are especially
9 made or especially adapted for use in practicing one or more claimed processes of
10 the '231 patent, including through use in communications using WiFi
11 communications protocols. AT&T sold these unlicensed devices despite its
12 knowledge that they were especially made or especially adapted for use in
13 infringement of the '231 patent. AT&T was put on notice of the infringing nature
14 of these goods since at least the time of the filing of the initial complaint in this
15 matter.

16 116. AT&T undertook its actions of, *inter alia*, making, using, offering for
17 sale, and/or selling unlicensed systems, and products and/or services related thereto
18 despite an objectively high likelihood that such activities infringed the '231 patent,
19 which has been duly issued by the United States Patent and Trademark Office, and
20 is presumed valid. Since at least the time of the filing of the first amended
21 complaint in this action, AT&T has been aware of an objectively high likelihood
22 that its actions constituted, and continue to constitute, infringement of the '231
23 patent and that the '231 patent is valid. Despite that knowledge, on information
24 and belief, AT&T has continued its infringing activities. As such, AT&T willfully
25 infringed the '231 patent.

26 117. As a result of AT&T's indirect infringement of the '231 patent,
27 Plaintiff SPH has suffered monetary damages and is entitled to a money judgment
28 in an amount adequate to compensate for AT&T's infringement, but in no event

1 less than a reasonable royalty for the use made of the invention by AT&T,
2 enhancement of damages due to AT&T's willful infringement, and interest and
3 costs as fixed by the Court.

4 **III. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff SPH respectfully requests that this Court enter:

6 1. A judgment in favor of Plaintiff SPH that AT&T has infringed, either
7 literally and/or under the doctrine of equivalents, the '385 patent, the '253 patent,
8 the '906 patent, the '029 patent, the '173 patent, the '507 patent, the '530 patent,
9 the '591 patent, the '346 patent, and the '231 patent;

10 2. A judgment in favor of Plaintiff SPH that AT&T has induced
11 infringement of the '385 patent, the '253 patent, the '906 patent, the '029 patent,
12 the '173 patent, the '507 patent, the '530 patent, the '346 patent, and the '231
13 patent;

14 3. A judgment in favor of Plaintiff SPH that AT&T has contributed to
15 the infringement of the '385 patent, the '253 patent, the '906 patent, the '029
16 patent, the '173 patent, the '507 patent, the '530 patent, the '346 patent, and the
17 '231 patent;

18 4. A judgment in favor of Plaintiff SPH that AT&T has willfully
19 infringed the '385 patent, the '253 patent, the '906 patent the '029 patent, the '173
20 patent, the '507 patent, the '530 patent, the '591 patent, the '346 patent, and the
21 '231 patent;

22 5. A judgment and order requiring AT&T to pay Plaintiff SPH its
23 damages, costs, expenses, and pre-judgment and post-judgment interest as
24 provided under 35 U.S.C. § 284 for AT&T's infringement of the '385 patent, the
25 '253 patent, the '906 patent, the '029 patent, the '173 patent, the '507 patent, the
26 '530 patent, the '591 patent, the '346 patent, and the '231 patent;

27 6. A judgment and order for treble damages pursuant to 35 U.S.C. § 284;
28

1 7. A judgment and order that this case is exceptional and requiring
2 AT&T to pay Plaintiff SPH reasonable experts' fees and attorneys' fees pursuant
3 to 35 U.S.C. § 285; and

4 8. Any and all other relief as the Court may deem appropriate and just
5 under the circumstances.

6 **IV. DEMAND FOR JURY TRIAL**

7 Plaintiff SPH requests a trial by jury of any issues so triable.

8
9 DATED: June 27, 2013

RUSS, AUGUST & KABAT
Larry C. Russ
Marc A. Fenster
Brian D. Ledahl
Alexander C.D. Giza
J. Power Hely VI

13 By: /s/ J. Power Hely VI
14 J. Power Hely VI
15 Attorneys for Plaintiff
16 SPH America, LLC

RUSS, AUGUST & KABAT