

1 John E Gartman (SBN 152300)
2 GARTMAN LAW GROUP, P.C.
3 490 Pine Needles Drive
4 Del Mar, CA 92014
5 Telephone: 619.517.1010
6 john@gartmanlawgroup.com

7 Timothy E. Grochocinski (*Pro Hac Vice to be submitted*)
8 IL Bar No. 6295055
9 MO Bar No. 59607

10 Joseph P. Oldaker (*Pro Hac Vice to be submitted*)
11 IL Bar No. 6295319

12 NELSON BUMGARDNER, P.C.
13 15020 S. Ravinia Avenue, Suite 29
14 Orland Park, IL 60462
15 Telephone: 708.675.1975

16 Attorneys for Plaintiff
17 NOVA INTELLECTUAL SOLUTIONS, LLC
18
19
20
21
22
23
24
25
26
27
28

1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

3 NOVA INTELLECTUAL
4 SOLUTIONS, LLC, a Texas limited
5 liability company,

6 Plaintiff,

7 v.

8 AMAZON.COM, INC., a Delaware
9 corporation,

10 Defendant.

'16CV1014 LAB DHB

**PLAINTIFF'S ORIGINAL
COMPLAINT FOR PATENT
INFRINGEMENT**

Jury Trial Demanded

11 Plaintiff Nova Intellectual Solutions, LLC files this complaint against
12 Amazon.Com, Inc. ("Amazon" or "Defendant") for infringement of U.S. Patent No.
13 8,208,517.

14 **THE PARTIES**

15 1. Nova Intellectual Solutions, LLC ("NIS" or "Plaintiff") is a Texas limited
16 liability company with its principal place of business at 8616 Turtle Creek Boulevard,
17 Suite 521, Dallas, Texas 75225. NIS is the owner by assignment of U.S. Patent No.
18 8,208,517 ("the '517 patent").

19 2. On information and belief, Amazon.Com, Inc. ("Amazon") is a Delaware
20 corporation with its principal place of business at 410 Terry Ave. N, Seattle,
21 Washington 98109. This Defendant may be served with process through its agent,
22 Corporation Service Company, 2711 Centerville Road Suite 400, Wilmington,
23 Delaware 19808. This Defendant does business in the State of California and in
24 the Southern District of California.

25 **JURISDICTION AND VENUE**

26 3. NIS brings this action for patent infringement under the patent laws of the
27 United States, namely 35 U.S.C. §§ 271, 281, and 284-285, among others. This
28 Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

1 4. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)-(d) and
2 1400(b). On information and belief, Amazon transacts business in this District. On
3 information and belief, Amazon has committed acts of infringement in this District.
4 The '517 patent was formerly owned by, and formerly assigned to, Novatel
5 Wireless, which is headquartered in this District.

6 5. Each Defendant is subject to this Court's specific and general personal
7 jurisdiction pursuant to due process and/or the California Long Arm Statute, due at
8 least to its substantial business in this State and judicial district, including: (A) at
9 least part of its infringing activities alleged herein; and (B) regularly doing or
10 soliciting business, engaging in other persistent conduct, and/or deriving
11 substantial revenue from goods sold and services provided to California residents.

12 **COUNT I**

13 **(Patent Infringement - U.S. Patent No. 8,208,517)**

14 6. NIS incorporates paragraphs 1 through 5 herein by reference.

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

17 8. NIS is the owner of the '517 patent, entitled "Systems and Methods For A
18 Multi-Mode Wireless Modem," with ownership of all substantial rights in the '517
19 patent, including the right to exclude others and to enforce, sue, and recover damages
20 for past and future infringement. A true and correct copy of the '517 patent is
21 attached as Exhibit A.

22 9. The '517 patent is valid, enforceable and was duly issued in full compliance
23 with Title 35 of the United States Code.

24 **DIRECT INFRINGEMENT (35 U.S.C. § 271(a))**

25 10. Defendant has directly infringed, and continues to directly infringe, one or
26 more claims of the '517 patent in this judicial district and elsewhere in California and
27 the United States.

28 11. Defendant has infringed the '517 patent, by using, selling, and/or offering to

1 sell, within the United States, and/or by importing into the United States, products,
2 including, but not limited to, mobile data hot spots and data modems, which embody
3 and/or practice at least claim 1 of the '517 patent by providing a wireless gateway
4 device which allows multiple wireless devices to access the internet through a wireless
5 communication system in violation of 35 U.S.C. § 271 (the "Accused Products"). The
6 Accused Products include, but are not limited to, Amazon Fire HDX 8.9, Kindle Fire
7 HDX 8.9 with cellular connectivity, and Kindle Fire HDX 7.0 with cellular
8 connectivity.

9 12. Defendant is liable for these direct infringements pursuant to 35 U.S.C. §
10 271.

11 **WHEREFORE**, NIS asks that the Court find in its favor and against
12 Defendant, and that the Court grant NIS the following relief:

- 13 a. Judgment that one or more claims of the '517 patent has been infringed,
14 either literally and/or under the doctrine of equivalents, by Defendant;
- 15 b. Judgment that Defendant account for and pay to NIS all damages and
16 costs incurred by NIS because of Defendant's infringing activities and
17 other conduct complained of herein;
- 18 c. Judgment that Defendant account for and pay to NIS a reasonable, on-
19 going, post judgment royalty because of Defendant's infringing activities
20 and other conduct complained of herein;
- 21 d. That NIS be granted pre judgment and post judgment interest on the
22 damages caused by Defendant's infringing activities and other conduct
23 complained of herein; and
- 24 e. That NIS be granted such other and further relief as the Court may deem
25 just and proper under the circumstances
- 26
27
28

1 Dated: April 26, 2016

GARTMAN LAW GROUP, P.C.

2
3 By: /s/ John E. Gartman

4 John E. Gartman

5 *Attorney for Plaintiff Nova Intellectual*
6 *Solutions, LLC*

7 **REQUEST FOR TRIAL BY JURY**

8 Plaintiffs claim trial by jury on all issues so triable.
9

10 Dated: April 26, 2016

GARTMAN LAW GROUP, P.C.

11
12 By: /s/ John E. Gartman

13 John E. Gartman

14 *Attorney for Plaintiff Nova Intellectual*
15 *Solutions, LLC*
16
17
18
19
20
21
22
23
24
25
26
27
28