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Attorneys for Defendants
Rockstar Consortium U.S. LP and
MobileStar Technologies LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND**

Google Inc.,

Plaintiff,

v.

Rockstar Consortium U.S. LP and MobileStar
Technologies LLC,

Defendants.

Case No. 4:13-cv-5933-CW

**DEFENDANTS ROCKSTAR
CONSORTIUM U.S. LP AND
MOBILESTAR TECHNOLOGIES
LLC'S ANSWER AND
COUNTERCLAIMS TO
PLAINTIFF'S COMPLAINT FOR
DECLARATORY JUDGMENT OF
NON-INFRINGEMENT**

JURY TRIAL DEMANDED

1 existing under the laws of the State of Delaware and that MobileStar’s principal place of business is
2 at Legacy Town Center 1, 7160 North Dallas Parkway, Suite No. 250, Plano, Texas 75024.
3 Rockstar admits that MobileStar is a subsidiary of Rockstar Consortium. Except as so admitted,
4 Rockstar denies the allegations in Paragraph 4 of Google’s Complaint.

5 **JURISDICTIONAL STATEMENT**

6 5. Denied.

7 6. Denied.

8 7. Rockstar denies that the Court has personal jurisdiction over it. Rockstar also denies
9 that it has continuous and systematic contacts with California. Rockstar admits that in certain
10 instances it may seek to license its patents to those entities that may require a license. Except as so
11 admitted, Rockstar denies the allegations in Paragraph 7 of Google’s Complaint.

12 8. On information and belief, Apple Inc.’s (“Apple”) headquarters are in Cupertino,
13 California. Rockstar admits that Apple is a minority shareholder in Rockstar Consortium and
14 Rockstar Consortium Inc. and that an employee of Apple is a member of Rockstar Consortium’s
15 board of directors. Except as so admitted, Rockstar denies the allegations in Paragraph 8 of
16 Google’s Complaint.

17 9. Rockstar admits that MobileStar conducted three meetings with entities located in
18 California to discuss high-level global licensing issues. Each of these meetings was subject to a non-
19 disclosure agreement. One such meeting occurred after Rockstar initiated its action against Google
20 in the Eastern District of Texas and was for the purpose of discussing patents that are not at issue in
21 this case. Except as so admitted, Rockstar denies the allegations in Paragraph 9 of Google’s
22 Complaint.

23 10. Denied.

24 11. Denied.

25 **INTRADISTRICT ASSIGNMENT**

26 12. Paragraph 12 of Google’s Complaint does not contain a statement that warrants an
27

1 affirmance or denial. To the extent a response is warranted, Rockstar denies the allegations in
2 Paragraph 12 of Google’s Complaint.

3 **ROCKSTAR’S HISTORY AND BUSINESS**

4 13. Rockstar admits that each of Apple, BlackBerry Corporation, and Microsoft
5 Corporation (among others) are limited partners of Rockstar Consortium and that the Patents-in-Suit
6 were formerly owned by Nortel Networks. Except as so admitted, Rockstar denies the allegations in
7 Paragraph 13 of Google’s Complaint.

8 14. Rockstar admits that certain patents were transferred from Rockstar Bidco to its
9 founding licensees, including, but not limited to, Apple. Except as so admitted, Rockstar denies the
10 allegations in Paragraph 14 of Google’s Complaint.

11 15. Rockstar admits that it does not make or sell products. Except as so admitted,
12 Rockstar denies the allegations in Paragraph 15 of Google’s Complaint.

13 16. Rockstar admits that in certain instances it may seek to license its patents to those
14 entities that may require a license. Except as so admitted, Rockstar denies the allegations in
15 Paragraph 16 of Google’s Complaint.

16 17. Rockstar admits that it has asserted the Patents-in-Suit against ASUS, HTC, Huawei,
17 LG, Pantech, Samsung, and ZTE (“the Eastern District Defendants”). Except as so admitted,
18 Rockstar denies the allegations in Paragraph 17 of Google’s Complaint, and expressly denies the
19 characterizations of “ensnared” and “dragnet.”

20 18. Rockstar admits that it brought patent infringement suits against the Eastern District
21 Defendants in the Marshall Division of the United States District Court for the Eastern District of
22 Texas on October 31, 2013. Except as so admitted, Rockstar denies the allegations in Paragraph 18
23 of Google’s Complaint.

24 19. Rockstar admits that it has alleged that the Eastern District Defendants make, use,
25 sell, offer for sale, import, export, supply and/or distribute “certain mobile communication devices
26 having a version (or an adaption thereof) of Android operating system.” Except as so admitted,
27

1 Rockstar denies the allegations in Paragraph 19 of Google’s Complaint.

2 20. Admitted.

3 21. Admitted.

4 22. Rockstar admits that it has asserted the Patents-in-Suit against the Eastern District
5 Defendants and has accused “certain mobile communication devices having a version (or an
6 adaption thereof) of Android operating system.” Rockstar admits that it has asserted infringement
7 by the Nexus 7 as to ASUS with an operating system configured and installed by ASUS. Except as
8 so admitted, Rockstar denies the allegations in Paragraph 22 of Google’s Complaint.

9 23. Denied.

10 24. Paragraph 24 of Google’s Complaint does not contain a statement that warrants an
11 affirmance or denial. To the extent that any response is warranted, Rockstar denies the allegations in
12 Paragraph 24 of Google’s Complaint.

13 **GOOGLE DOES NOT INFRINGE THE PATENTS IN SUIT**

14 25. Denied.

15 26. Denied.

16 **FIRST COUNT**

17 **(Declaration of Non-Infringement of the ’551 Patent)**

18 27. Rockstar incorporates its responses to Paragraphs 1-26 above, as if fully set forth
19 herein.

20 28. Admitted.

21 29. Rockstar admits that Rockstar has accused the Eastern District Defendants of
22 infringing United States Patent No. 5,838,551 (“the ’551 patent”) and has alleged that each “makes,
23 uses, sells, offers for sale, imports, exports, supplies and/or distributes within the United States”
24 devices including “at least one electronic package comprising a component that is located between
25 an EMI shield and a ground member for performing shielding operations” where “[t]he EMI shield
26 is incorporated into the electronic package, which is then mounted to a circuit board” in the accused
27

1 devices. Rockstar admits that it has asserted infringement by the Nexus 7 as to ASUS with an
2 operating system configured and installed by ASUS. Except as so admitted, Rockstar denies the
3 allegations in Paragraph 29 of Google’s Complaint.

4 30. As to the Nexus 5, Nexus 7, and Nexus 10 devices, Rockstar admits that a
5 controversy exists between Google and Rockstar regarding whether such devices infringe or have
6 infringed the ’551 patent and that a judicial declaration is necessary to determine the parties’
7 respective rights regarding the ’551 patent. With respect to Google’s purported “Google’s Android
8 platform,” however, Rockstar denies that this has any relationship to the ’551 patent. Furthermore,
9 Google has not defined the “Google’s Android platform,” and its use of that phrase is vague, as it
10 fails to identify a specific instance of any product. Android is an open-sourced software project with
11 many contributors, and it is implemented by entities, such as the Eastern District Defendants, who
12 may use different versions of the Android software and who may also develop and contribute to the
13 Android software found within their products. Therefore, Rockstar is without information sufficient
14 to admit or deny the remainder of the allegations in Paragraph 30 of Google’s Complaint, and on that
15 basis denies such allegations.

16 31. Rockstar admits that Google purports to seek a judgment declaring that “Google’s
17 Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any claim of the
18 ’551 patent. Google has not defined “Google’s Android Platform,” and its use of that phrase is
19 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
20 project with many contributors, and it is implemented by entities, such as the Eastern District
21 Defendants, who may use different versions of the Android software and who may also develop and
22 contribute to the Android software found within their products. Therefore, Rockstar is without
23 information sufficient to admit or deny the remainder of the allegations in Paragraph 31 of Google’s
24 Complaint, and on that basis denies such allegations.

1 **SECOND COUNT**

2 **(Declaration of Non-Infringement of the '937 Patent)**

3 32. Rockstar incorporates its responses to Paragraphs 1-31 above, as if fully set forth
4 herein.

5 33. Admitted.

6 34. Rockstar admits that it has accused ASUS, HTC, Huawei, LG, Pantech, Samsung,
7 and ZTE of infringing United States Patent No. 6,037,937 (“the '937 patent”) and has alleged that
8 each “makes, uses, sells, offers for sale, imports, exports, supplies and/or distributes within the
9 United States” devices that support a “navigable graphical user interface (‘navigable GUI’) that
10 permits a user to manipulate and control the contents of the display to maximize the use of display
11 real estate.” Rockstar admits that it has asserted infringement by the Nexus 7 as to ASUS with an
12 operating system configured and installed by ASUS. Except as so admitted, Rockstar denies the
13 allegations in Paragraph 34 of Google’s Complaint.

14 35. Upon information and belief, the Nexus 5, Nexus 7, and Nexus 10 devices use an
15 operating system configured and installed by Google. Google has not defined “Google’s Android
16 Platform,” and its use of that phrase is vague, as it fails to identify a specific instance of any product.
17 Android is an open-sourced software project with many contributors, and it is implemented by
18 entities, such as the Eastern District Defendants, who may use different versions of the Android
19 software and who may also develop and contribute to the Android software found within their
20 products. Therefore, Rockstar is without information sufficient to admit or deny the remainder of
21 the allegations in Paragraph 35 of Google’s Complaint, and on that basis denies such allegations.

22 36. Google has not defined “Google’s Android Platform,” and its use of that phrase is
23 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
24 project with many contributors, and it is implemented by entities, such as the Eastern District
25 Defendants, who may use different versions of the Android software and who may also develop and
26 contribute to the Android software found within their products. Therefore, Rockstar is without
27

1 information sufficient to admit or deny the allegations in Paragraph 36 of Google’s Complaint, and
2 on that basis denies such allegations.

3 37. Rockstar admits that Google purports to seek a judgment declaring that “Google’s
4 Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any claim of the
5 ’937 patent. Google has not defined “Google’s Android Platform,” and its use of that phrase is
6 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
7 project with many contributors, and it is implemented by entities, such as the Eastern District
8 Defendants, who may use different versions of the Android software and who may also develop and
9 contribute to the Android software found within their products. Therefore, Rockstar is without
10 information sufficient to admit or deny the remainder of the allegations in Paragraph 37 of Google’s
11 Complaint, and on that basis denies such allegations.

12 **THIRD COUNT**

13 **(Declaration of Non-Infringement of the ’298 Patent)**

14 38. Rockstar incorporates its responses to Paragraphs 1-37 above, as if fully set forth
15 herein.

16 39. Admitted.

17 40. Rockstar admits that it has accused ASUS, HTC, Huawei, LG, Pantech, Samsung,
18 and ZTE of infringing United States Patent No. 6,128,298 (“the ’298 patent”) and has alleged that
19 each “makes, uses, sells, offers for sale, imports, exports, supplies and/or distributes within the
20 United States” devices that support “Mobile Hotspot functionality [which] is designed to route data
21 packets between wireless devices tethered to the Mobile Hotspot to nodes on a public network such
22 as the Internet.” Rockstar admits that it has asserted infringement by the Nexus 7 as to ASUS with
23 an operating system configured and installed by ASUS. Except as so admitted, Rockstar denies the
24 allegations in Paragraph 40 of Google’s Complaint.

25 41. Upon information and belief, the Nexus 5, Nexus 7, and Nexus 10 devices use an
26 operating system configured and installed by Google. Google has not defined “Google’s Android
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1 Platform,” and its use of that phrase is vague, as it fails to identify a specific instance of any product.
2 Android is an open-sourced software project with many contributors, and it is implemented by
3 entities, such as the Eastern District Defendants, who may use different versions of the Android
4 software and who may also develop and contribute to the Android software found within their
5 products. Therefore, Rockstar is without information sufficient to admit or deny the remainder of
6 the allegations in Paragraph 41 of Google’s Complaint, and on that basis denies such allegations.

7 42. Google has not defined “Google’s Android Platform,” and its use of that phrase is
8 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
9 project with many contributors, and it is implemented by entities, such as the Eastern District
10 Defendants, who may use different versions of the Android software and who may also develop and
11 contribute to the Android software found within their products. Therefore, Rockstar is without
12 information sufficient to admit or deny the allegations in Paragraph 42 of Google’s Complaint, and
13 on that basis denies such allegations.

14 43. Rockstar admits that Google purports to seek a judgment declaring that “Google’s
15 Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any claim of the
16 ’298 patent. Google has not defined “Google’s Android Platform,” and its use of that phrase is
17 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
18 project with many contributors, and it is implemented by entities, such as the Eastern District
19 Defendants, who may use different versions of the Android software and who may also develop and
20 contribute to the Android software found within their products. Therefore, Rockstar is without
21 information sufficient to admit or deny the remainder of the allegations in Paragraph 43 of Google’s
22 Complaint, and on that basis denies such allegations.

23 **FOURTH COUNT**

24 **(Declaration of Non-Infringement of the ’973 Patent)**

25 44. Rockstar incorporates its responses to Paragraphs 1-43 above, as if fully set forth
26 herein.

1 claim of the '973 patent. Google has not defined "Google's Android Platform," and its use of that
2 phrase is vague, as it fails to identify a specific instance of any product. Android is an open-sourced
3 software project with many contributors, and it is implemented by entities, such as the Eastern
4 District Defendants, who may use different versions of the Android software and who may also
5 develop and contribute to the Android software found within their products. Therefore, Rockstar is
6 without information sufficient to admit or deny the remainder of the allegations in Paragraph 49 of
7 Google's Complaint, and on that basis denies such allegations.

8 **FIFTH COUNT**

9 **(Declaration of Non-Infringement of the '131 Patent)**

10 50. Rockstar incorporates its responses to Paragraphs 1-49 above, as if fully set forth
11 herein.

12 51. Rockstar admits that MobileStar owns all rights, title, and interest in United States
13 Patent No. 6,463,131 ("the '131 patent"). Except as so admitted, Rockstar denies the allegations in
14 Paragraph 51 of Google's Complaint.

15 52. Rockstar admits that it has accused ASUS, HTC, Huawei, LG, Pantech, Samsung,
16 and ZTE of infringing the '131 patent and has alleged that each "makes, uses, sells, offers for sale,
17 imports, exports, supplies and/or distributes within the United States" devices that support
18 "Messaging and Notification functionality." Rockstar admits that it has asserted infringement by the
19 Nexus 7 as to ASUS with an operating system configured and installed by ASUS. Except as so
20 admitted, Rockstar denies the allegations in Paragraph 52 of Google's Complaint.

21 53. Upon information and belief, the Nexus 5, Nexus 7, and Nexus 10 devices use an
22 operating system configured and installed by Google. Google has not defined "Google's Android
23 Platform," and its use of that phrase is vague, as it fails to identify a specific instance of any product.
24 Android is an open-sourced software project with many contributors, and it is implemented by
25 entities, such as the Eastern District Defendants, who may use different versions of the Android
26 software and who may also develop and contribute to the Android software found within their
27

1 products. Therefore, Rockstar is without information sufficient to admit or deny the remainder of
2 the allegations in Paragraph 53 of Google’s Complaint, and on that basis denies such allegations.

3 54. Google has not defined “Google’s Android Platform,” and its use of that phrase is
4 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
5 project with many contributors, and it is implemented by entities, such as the Eastern District
6 Defendants, who may use different versions of the Android software and who may also develop and
7 contribute to the Android software found within their products. Therefore, Rockstar is without
8 information sufficient to admit or deny the allegations in Paragraph 54 of Google’s Complaint, and
9 on that basis denies such allegations.

10 55. Rockstar admits that Google purports to seek a judgment declaring that Google’s
11 “Google’s Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any
12 claim of the ’131 patent. Google has not defined “Google’s Android Platform,” and its use of that
13 phrase is vague, as it fails to identify a specific instance of any product. Android is an open-sourced
14 software project with many contributors, and it is implemented by entities, such as the Eastern
15 District Defendants, who may use different versions of the Android software and who may also
16 develop and contribute to the Android software found within their products. Therefore, Rockstar is
17 without information sufficient to admit or deny the remainder of the allegations in Paragraph 55 of
18 Google’s Complaint, and on that basis denies such allegations.

19 **SIXTH COUNT**

20 **(Declaration of Non-Infringement of the ’591 Patent)**

21 56. Rockstar incorporates its responses to Paragraphs 1-55 above, as if fully set forth
22 herein.

23 57. Rockstar admits that MobileStar owns all rights, title, and interest in United States
24 Patent No. 6,765,591 (“the ’591 patent”). Except as so admitted, Rockstar denies the allegations in
25 Paragraph 57 of Google’s Complaint.

26 58. Rockstar admits that it has accused ASUS, HTC, Huawei, LG, Pantech, Samsung,
27

1 and ZTE of infringing the '591 patent and has alleged that each “makes, uses, sells, offers for sale,
2 imports, exports, supplies and/or distributes within the United States” devices that support “VPN
3 management functionality.” Rockstar admits that it has asserted infringement by the Nexus 7 as to
4 ASUS with an operating system configured and installed by ASUS. Except as so admitted, Rockstar
5 denies the allegations in Paragraph 58 of Google’s Complaint.

6 59. Upon information and belief, the Nexus 5, Nexus 7, and Nexus 10 devices use an
7 operating system configured and installed by Google. Google has not defined “Google’s Android
8 Platform,” and its use of that phrase is vague, as it fails to identify a specific instance of any product.
9 Android is an open-sourced software project with many contributors, and it is implemented by
10 entities, such as the Eastern District Defendants, who may use different versions of the Android
11 software and who may also develop and contribute to the Android software found within their
12 products. Therefore, Rockstar is without information sufficient to admit or deny the remainder of
13 the allegations in Paragraph 59 of Google’s Complaint, and on that basis denies such allegations.

14 60. Google has not defined “Google’s Android Platform,” and its use of that phrase is
15 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
16 project with many contributors, and it is implemented by entities, such as the Eastern District
17 Defendants, who may use different versions of the Android software and who may also develop and
18 contribute to the Android software found within their products. Therefore, Rockstar is without
19 information sufficient to admit or deny the allegations in Paragraph 60 of Google’s Complaint, and
20 on that basis denies such allegations.

21 61. Rockstar admits that Google purports to seek a judgment declaring that Google’s
22 “Google’s Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any
23 claim of the '591 patent. Google has not defined “Google’s Android Platform,” and its use of that
24 phrase is vague, as it fails to identify a specific instance of any product. Android is an open-sourced
25 software project with many contributors, and it is implemented by entities, such as the Eastern
26 District Defendants, who may use different versions of the Android software and who may also
27

1 develop and contribute to the Android software found within their products. Therefore, Rockstar is
2 without information sufficient to admit or deny the remainder of the allegations in Paragraph 61 of
3 Google’s Complaint, and on that basis denies such allegations.

4 **SEVENTH COUNT**

5 **(Declaration of Non-Infringement of the ’572 Patent)**

6 62. Rockstar incorporates its responses to Paragraphs 1-61 above, as if fully set forth
7 herein.

8 63. Rockstar admits that MobileStar owns all rights, title, and interest in United States
9 Patent No. 6,937,572 (“the ’572 patent”). Except as so admitted, Rockstar denies the allegations in
10 Paragraph 63 of Google’s Complaint.

11 64. Rockstar admits that it has accused ASUS, HTC, Huawei, LG, Pantech, Samsung,
12 and ZTE of infringing the ’572 patent and has alleged that each “makes, uses, sells, offers for sale,
13 imports, exports, supplies and/or distributes within the United States” devices that support “Location
14 Services functionality.” Rockstar admits that it has asserted infringement by the Nexus 7 as to ASUS
15 with an operating system configured and installed by ASUS. Except as so admitted, Rockstar denies
16 the allegations in Paragraph 64 of Google’s Complaint.

17 65. Upon information and belief, the Nexus 5, Nexus 7, and Nexus 10 devices use an
18 operating system configured and installed by Google. Google has not defined “Google’s Android
19 Platform,” and its use of that phrase is vague, as it fails to identify a specific instance of any product.
20 Android is an open-sourced software project with many contributors, and it is implemented by
21 entities, such as the Eastern District Defendants, who may use different versions of the Android
22 software and who may also develop and contribute to the Android software found within their
23 products. Therefore, Rockstar is without information sufficient to admit or deny the remainder of
24 the allegations in Paragraph 65 of Google’s Complaint, and on that basis denies such allegations.

25 66. Google has not defined “Google’s Android Platform,” and its use of that phrase is
26 vague, as it fails to identify a specific instance of any product. Android is an open-sourced software
27

1 project with many contributors, and it is implemented by entities, such as the Eastern District
2 Defendants, who may use different versions of the Android software and who may also develop and
3 contribute to the Android software found within their products. Therefore, Rockstar is without
4 information sufficient to admit or deny the allegations in Paragraph 66 of Google’s Complaint, and
5 on that basis denies such allegations.

6 67. Rockstar admits that Google purports to seek a judgment declaring that Google’s
7 “Google’s Android Platform” and the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe any
8 claim of the ’572 patent. Google has not defined “Google’s Android Platform,” and its use of that
9 phrase is vague, as it fails to identify a specific instance of any product. Android is an open-sourced
10 software project with many contributors, and it is implemented by entities, such as the Eastern
11 District Defendants, who may use different versions of the Android software and who may also
12 develop and contribute to the Android software found within their products. Therefore, Rockstar is
13 without information sufficient to admit or deny the remainder of the allegations in Paragraph 67 of
14 Google’s Complaint, and on that basis denies such allegations.

15 **PRAYER FOR RELIEF**

16 A response is not required to Google’s prayer for relief. To the extent that a response is
17 deemed required, Rockstar denies that the Nexus 5, Nexus 7, and Nexus 10 devices do not infringe
18 any of the ’551, ’937, ’298, ’973, ’131, ’591, or ’572 patents. Rockstar denies that judgment should
19 be entered in favor of Google and against Rockstar on each of Google’s claims. Rockstar denies that
20 this is an exceptional case under 35 U.S.C. § 285. Rockstar denies that Google should be awarded its
21 costs and attorneys’ fees in connection with this action. Rockstar denies that Google should be
22 awarded any further or additional relief. Google’s prayer should, therefore, be denied in its entirety
23 and with prejudice, and Google should take nothing.

24 **JURY DEMAND**

25 A response is not required to Google’s demand for a trial by jury. To the extent that a
26 response is deemed required, Rockstar requests a trial by jury pursuant to Rule 38 of the Federal
27

1 Rules of Civil Procedure.

2 **AFFIRMATIVE DEFENSE**

3 Google does not have standing to maintain this action with regard to any device other than
4 the Nexus 5, Nexus 7, Nexus 10, and Galaxy Nexus. As is set forth herein, Google has not defined
5 the term “Google’s Android platform,” as that term is used in Google’s Declaratory Complaint.
6 Google’s use of that phrase is vague, as it fails to identify a specific instance of any product. Android
7 is an open-sourced software project with many contributors, and it is implemented by entities, such
8 as the Eastern District Defendants, who may use different versions of the Android software and who
9 may also develop and contribute to the Android software found within their products.

10 **COUNTERCLAIMS**

11 Counterclaimants Rockstar Consortium and MobileStar, by and through their attorneys,
12 assert the following Counterclaims against Counterdefendant Google and in support thereof would
13 respectfully show the Court the following:¹

14 **PARTIES**

15 1. Plaintiff Rockstar Consortium US LP (“Rockstar Consortium”) is a limited
16 partnership organized and existing under the laws of the State of Delaware, and maintains its
17 principal place of business at Legacy Town Center 1, 7160 North Dallas Parkway Suite No. 250,
18 Plano, TX 75024.

19 2. Plaintiff MobileStar Technologies LLC (“MobileStar”) is a subsidiary of Rockstar
20 and is a limited liability corporation organized and existing under the laws of the State of Delaware,
21
22

23
24 ¹ Rockstar believes that this Court lacks personal jurisdiction over it. See Dkt. No. 19-4 (Rockstar’s Motion to Dismiss
25 Under Fed. R. Civ. P. 12(b)(2) and 12(b)(3) for Lack of Personal Jurisdiction and Improper Venue and to Decline
26 Exercising Jurisdiction Under the Declaratory Judgment Act); Dkt. No. 58 (Order Denying Motion to Dismiss or, in the
27 Alternative, to Transfer). In light of the Court’s ruling, Rockstar asserts the counterclaims contained herein. In asserting
its counterclaims, Rockstar does not consent to personal jurisdiction. See *SEC v. Ross*, 504 F.3d 1130, 1149 (9th Cir. Or.
2007) (“[W]here a party has filed a timely and unambiguous objection to the court’s jurisdiction, we have concluded that
the party has not consented to jurisdiction. This is true even if the party has preserved its own options by simultaneously
asserting whatever claims or defenses it has against the plaintiff.”).

1 and maintains its principal place of business at Legacy Town Center 1, 7160 North Dallas Parkway
2 Suite No. 250, Plano, TX 75024.

3 3. Upon information and belief, Defendant Google, Inc. (“Google”) is a corporation
4 organized and existing under the laws of the state of Delaware, with its principal place of business at
5 1600 Amphitheatre Parkway, Mountain View, California, 94043.
6

7 **BACKGROUND FACTS**

8 4. Nortel Networks, a previous assignee of the Patents-in-Suit, conducted an auction for
9 Nortel’s patent portfolio. The auction included the Patents-in-Suit.

10 5. During the various auction dates Google, among others, bid for Nortel’s portfolio.

11 6. Google made its first bid for the Nortel patent portfolio on April 4, 2011. (*See*
12 <http://googleblog.blogspot.com/2011/04/patents-and-innovation.html>).
13

14 7. Google was aware of the Patents-in-Suit at the time of its initial bid.

15 8. Google placed an initial bid of \$900,000,000 for the Patents-in-Suit and the rest of the
16 Nortel portfolio. Google subsequently increased its bid multiple times, ultimately bidding as high as
17 \$4.4 billion. That price was insufficient to win the auction, as a group led by the current shareholders
18 of Rockstar Consortium purchased the portfolio for \$4.5 billion.

19 9. Despite losing in its attempt to acquire the Patents-in-Suit at auction, Google has
20 infringed and continues to infringe the Patents-in-Suit, including, but not limited to, the sale and
21 offer for sale of its “Google Nexus” line of devices in the United States, including in this District.
22

23 10. The Nexus devices include, but are not limited to, the Nexus 5, Nexus 7, Nexus 10,
24 and Galaxy Nexus.

25 **JURISDICTION AND VENUE**

26 11. This is an action for patent infringement under the Patent Laws of the United States,
27

1 35 U.S.C. § 271. This Court has exclusive subject matter jurisdiction over this case for patent
2 infringement under 28 U.S.C. § 1338.

3 12. Regarding venue, Rockstar denies that venue is proper in this district pursuant to
4 either 28 U.S.C. § 1391, *see* Dkt. No. 19-4 (Rockstar’s Motion to Dismiss Under Fed. R. Civ. P.
5 12(b)(2) and 12(b)(3) for Lack of Personal Jurisdiction and Improper Venue and to Decline
6 Exercising Jurisdiction Under the Declaratory Judgment Act) or the provisions of 28 U.S.C. §§
7 1400, *et. seq.*. As to venue under 28 U.S.C. § 1391, the Court has adjudicated that venue is proper.
8 *See* Dkt. No. 19 (Order Denying Motion to Dismiss or, in the Alternative, to Transfer). Rockstar
9 denies that venue is proper under the provisions of 28 U.S.C. § 1400, *et. seq.* and plans to file a
10 motion to transfer venue.
11

12 13. This Court has personal jurisdiction over Defendant Google. Google has conducted
13 and does conduct business within the State of California. Google’s principal place of business is at
14 1600 Amphitheatre Parkway, Mountain View, California, 94043. Google, directly or through
15 subsidiaries or intermediaries (including distributors, retailers, and others), ships, distributes, offers
16 for sale, sells, and advertises (including the provision of an interactive web page) its products
17 (including its “Nexus” line of products) and/or services in the United States, the State of California,
18 and the Northern District of California. Google, directly and through subsidiaries or intermediaries
19 (including distributors, retailers, and others), has purposefully and voluntarily placed one or more of
20 its infringing products and/or services, as described below, into the stream of commerce with the
21 expectation that they will be purchased and used by consumers in the Northern District of
22 California. These infringing products and/or services have been and continue to be purchased and
23 used by consumers in the Northern District of California. Google has committed acts of patent
24 infringement within the State of California and, more particularly, within the Northern District of
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26
27

1 California.

2 14. Regarding this Court’s personal jurisdiction over Rockstar, Rockstar denies that this
3 Court has personal jurisdiction. *See* Dkt. Nos. 19-4 (Rockstar’s Motion to Dismiss Under Fed. R.
4 Civ. P. 12(b)(2) and 12(b)(3) for Lack of Personal Jurisdiction and Improper Venue and to Decline
5 Exercising Jurisdiction Under the Declaratory Judgment Act). As to personal jurisdiction, the Court
6 has adjudicated that it has personal jurisdiction over Rockstar. *See* Dkt. No. 58 (Order Denying
7 Motion to Dismiss or, in the Alternative, to Transfer).

8
9 **ASSERTED PATENTS**

10 15. On November 17, 1998, U.S. Patent No. 5,838,551 (“the ’551 Patent”) entitled
11 “Electronic Package Carrying an Electronic Component and Assembly of Mother Board and
12 Electronic Package” was duly and legally issued with Yee-Ning Chan as the named inventor after
13 full and fair examination. Rockstar Consortium owns all rights, title, and interest in and to the ’551
14 Patent and possesses all rights of recovery under the ’551 Patent. MobileStar is the exclusive
15 licensee of the ’551 Patent, within the field of use specified in the exclusive license agreement
16 between Rockstar Consortium and MobileStar.
17

18 16. On March 14, 2000, U.S. Patent No. 6,037,937 (“the ’937 Patent”) entitled
19 “Navigation Tool for Graphical User Interface” was duly and legally issued with Brian Finlay
20 Beaton, Colin Donald Smith, and Bruce Dale Stalkie as the named inventors after full and fair
21 examination. MobileStar owns all rights, title, and interest in and to the ’937 Patent and possesses
22 all rights of recovery under the ’937 Patent.
23

24 17. On October 3, 2000, U.S. Patent No. 6,128,298 (“the ’298 Patent”) entitled “Internet
25 Protocol Filter” was duly and legally issued with Bruce Anthony Wootton and William G. Colvin as
26 the named inventors after full and fair examination. Rockstar Consortium owns all rights, title, and
27

1 interest in and to the '298 Patent and possesses all rights of recovery under the '298 Patent.
2 MobileStar is the exclusive licensee of the '298 Patent, within the field of use specified in the
3 exclusive license agreement between Rockstar Consortium and MobileStar.

4 18. On December 25, 2001, U.S. Patent No. 6,333,973 (“the '973 Patent”) entitled
5 “Integrated Message Center” was duly and legally issued with Colin Donald Smith and Brian Finlay
6 Beaton as the named inventors after full and fair examination. MobileStar owns all rights, title, and
7 interest in and to the '973 Patent and possesses all rights of recovery under the '973 Patent.
8

9 19. On October 8, 2002, U.S. Patent No. 6,463,131 (“the '131 Patent”) entitled “System
10 and Method for Notifying a User of an Incoming Communication Event” was duly and legally
11 issued with Marilyn French-St. George, Mitch A. Brisebois and Laura A. Mahan as the named
12 inventors after full and fair examination. MobileStar owns all rights, title, and interest in and to the
13 '131 Patent and possesses all rights of recovery under the '131 Patent.
14

15 20. On July 20, 2004, U.S. Patent No. 6,765,591 (“the '591 Patent”) entitled “Managing a
16 Virtual Private Network” was duly and legally issued with Matthew W. Poisson, Melissa L.
17 Desroches, and James M. Milillo as the named inventors after full and fair examination. MobileStar
18 owns all rights, title, and interest in and to the '591 Patent and possesses all rights of recovery under
19 the '591 Patent.
20

21 21. On August 30, 2005, U.S. Patent No. 6,937,572 (“the '572 Patent”) entitled “Call
22 Trace on a Packet Switched Network” was duly and legally issued with Brian B. Egan and Milos
23 Vodsedalek as the named inventors after full and fair examination. MobileStar owns all rights, title,
24 and interest in and to the '572 Patent and possesses all rights of recovery under the '572 Patent.
25

GENERAL ALLEGATIONS

26 22. Google has directly and indirectly infringed and continues to directly and indirectly
27

1 infringe each of the '551, '937, '298, '973, '131, '591 and '572 Patents by engaging in acts
2 constituting infringement under 35 U.S.C. § 271(a), (b), (c), and/or (f), including but not necessarily
3 limited to one or more of making, using, selling and offering to sell, in this District and elsewhere in
4 the United States, and importing into this District and elsewhere in the United States, certain
5 Google Devices, including Google's Nexus 5, Nexus 7, Nexus 10, and Galaxy Nexus devices and
6 other Google products that infringe the patent claims involved in this action ("Google Devices").
7

8 23. Google is doing business in the United States and, more particularly, in the Northern
9 District of California by making, using, selling, importing, and/or offering for sale Google Devices
10 or by transacting other business in this District.

11 24. On information and belief, Google uses, sells, and offers for sale at least Nexus 10
12 devices in the United States, including in this District.

13 25. Google also uses, sells, and offers for sale Nexus 5 and Nexus 7 devices in the United
14 States, including in this District.
15

16 **PATENT INFRINGEMENT BY GOOGLE**

17 26. Plaintiffs incorporate by reference paragraphs 1-25 as if fully set forth herein. As
18 described below, Google has infringed and/or continues to infringe the '551, '937, '298, '973, '131,
19 '591 and '572 Patents.
20

21 **The Google Devices Infringe At Least One Claim Of The '551 Patent**

22 27. The Google Devices infringe at least claim 1 of the '551 Patent. Google makes, uses,
23 sells, offers for sale, imports, exports, supplies and/or distributes within the United States the
24 Google Devices and thus directly infringes one or more claims of the '551 Patent, including at least
25 claim 1.

26 28. Google indirectly infringes the '551 patent by inducing infringement by others, such
27

1 as resellers, of at least claim 1 in accordance with 35 U.S.C. § 271(b) in this District and elsewhere
2 in the United States. Direct infringement is the result of activities performed by the manufacturers,
3 resellers, and/or end-users of the Google Devices. Google had actual notice of the '551 Patent at
4 least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio containing each of
5 the patents asserted herein, was further aware of the '551 patent as a result of Rockstar's October
6 31, 2013 filing of the action against the Eastern District Defendants, was further aware of the '551
7 patent prior to filing its complaint for declaratory relief in this case, and further has knowledge of
8 its infringement of the Patents-in-Suit's '551 patent by way of this Complaint.
9

10 29. Google's affirmative acts of selling Google Devices, causing the Google Devices to
11 be manufactured and distributed, and providing instruction manuals for Google Devices induced
12 Google's manufacturers and resellers to make or use Google Devices in their normal and customary
13 way to infringe the '551 patent. Through its manufacture and sales of Google Devices, Google
14 specifically intended its resellers and manufacturers to infringe the '551 patent; further, Google was
15 aware that these normal and customary activities would infringe the '551 patent. Google performed
16 the acts that constitute induced infringement, and would induce actual infringement, with the
17 knowledge of the '551 patent and with the knowledge or willful blindness that the induced acts
18 would constitute infringement.
19

20 30. Accordingly, a reasonable inference is that Google specifically intends for others,
21 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
22 claims of the '551 Patent in the United States because Google has knowledge of the '551 Patent and
23 its infringement thereof and Google actually induces others, such as resellers and end-use
24 customers, to directly infringe the '551 patent, by using, selling, exporting, supplying and/or
25 distributing, within the United States, Google Devices for resale to others, such as resellers and end-
26
27

1 use customers. Google knew or should have known that such actions would induce actual
2 infringement.

3 31. Google indirectly infringes the '551 Patent by contributing to infringement by others,
4 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
5 elsewhere in the United States. Direct infringement is the result of activities performed by the
6 manufacturers, resellers, and end-users of Google Devices. Google had actual notice of the '551
7 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
8 containing each of the patents asserted herein, was further aware of the '551 patent as a result of
9 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
10 aware of the '551 patent prior to filing its complaint for declaratory relief in this case, and further
11 has knowledge of its infringement of the '551 patent by way of this Complaint.
12

13 32. The Google Devices include at least one electronic package comprising a component
14 that is located between an EMI shield and a ground member for performing shielding operations.
15 The EMI shield is incorporated into the electronic package, which is then mounted to a circuit board
16 in Google Devices, and on information and belief, the electronic component does not function in an
17 acceptable manner absent the EMI shielding. Furthermore, the electronic package incorporating the
18 EMI shield does not operate in isolation, but is designed to operate within the Mobile
19 Communication Device, and absent the EMI shielding of the electronic component, the Google
20 Devices would not function in an acceptable manner.
21

22 33. A reasonable inference to be drawn from the facts set forth is that the EMI shielded
23 electronic package in the Google Devices is especially made or especially adapted to operate in a
24 Google Device as an EMI shield.
25

26 34. A reasonable inference to be drawn from the facts set forth is that the EMI shielded
27

1 electronic package is not a staple article or commodity of commerce and that the use of the EMI
2 shielded electronic package is required for operation of the Google Devices. Any other use would
3 be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

4 35. The EMI shielded electronic package in Google Devices are each a material part of
5 the invention of the '551 patent and are especially made for the infringing manufacture, sale, and
6 use of Google Devices. Google Devices, including the EMI shielded electronic package, are
7 especially made or adapted as an electronic package that infringes the '551 patent. Because the
8 sales and manufacture of Google Devices including the EMI shielded electronic package infringe
9 the '551 patent, Google's sales of its infringing products have no substantial non-infringing uses.
10

11 36. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
12 United States the Google Devices which are or include a component of a patented machine,
13 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
14 more claims of the '551 patent, constituting a material part of the invention, knowing the same to be
15 especially made or especially adapted for use in an infringement of one or more claims of the '551
16 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
17 substantial non-infringing uses. Google provides to others Google Devices with distinct and
18 separate components, including hardware components, which have no substantial non-infringing
19 uses.
20

21
22 **The Google Devices Infringe At Least One Claim Of The '937 Patent**

23 37. The Google Devices with an operating system and hardware components configured
24 and installed by Google to support Gallery, Email, Maps and Browser functionality, infringe at least
25 claim 13 of the '937 Patent. Google makes, uses, tests, sells, offers for sale, imports, exports,
26 supplies and/or distributes within the United States the Google Devices and thus directly infringes
27

1 at least claim 13 of the '937 Patent.

2 38. Google indirectly infringes the '937 patent by inducing infringement by others of at
3 least claim 13, such as resellers, in accordance with 35 U.S.C. § 271(b) in this District and
4 elsewhere in the United States. Direct infringement is the result of activities performed by the
5 manufacturers, resellers, and end-users of the Google Devices. Google received actual notice of the
6 '937 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
7 containing each of the patents asserted herein, was further aware of the '937 patent as a result of
8 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
9 aware of the '937 patent prior to filing its complaint for declaratory relief in this case, and further
10 has knowledge of its infringement of the '937 patent by way of this Complaint
11

12 39. Google's affirmative acts of selling Google Devices, causing the Google Devices to
13 be manufactured, and providing instruction manuals for Google Devices induced Google's
14 manufacturers and resellers to make or use the Google Devices in their normal and customary way
15 to infringe the '937 patent. Through its manufacture and sales of Google Devices, Google
16 specifically intended its resellers and manufacturers to infringe the '937 patent; further, Google was
17 aware that these normal and customary activities would infringe the '937 patent. Google performed
18 the acts that constitute induced infringement, and would induce actual infringement, with
19 knowledge of the '937 patent and with the knowledge or willful blindness that the induced acts
20 would constitute infringement.
21
22

23 40. Accordingly, a reasonable inference is that Google specifically intends for others,
24 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
25 claims of the '937 patent in the United States because Google has knowledge of the '937 patent and
26 its infringement thereof and actually induces others, such as resellers and end-use customers, to
27

1 directly infringe, by using, selling, exporting, supplying and/or distributing within the United States,
2 Google Communication Devices for resale to others, such as resellers and end-use customers.
3 Google knew or should have known that such actions would induce actual infringement.

4 41. The use of at least Google Devices with an operating system and hardware
5 components configured and installed by Google to support Gallery, Email, Maps, Browser, and
6 Contacts functionality as intended by Google infringes at least method claim 1 of the '937 Patent.
7 Google uses these products and thus directly infringes at least method claim 1 of the '937 Patent.

8 42. In addition, Google provides at least Google Devices with an operating system and
9 hardware components configured and installed by Google to support Gallery, Email, Maps,
10 Browser, and Contacts functionality to others, such as resellers and end-use customers, in the
11 United States who, in turn, use these products to infringe at least method claim 1 of the '937 Patent.

12 43. Google indirectly infringes the '937 patent by inducing infringement by others, such
13 as resellers and end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and
14 elsewhere in the United States. Direct infringement is the result of activities performed by the
15 manufacturers, resellers, and end-users of the Google Devices. Google received actual notice of the
16 '937 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
17 containing each of the patents asserted herein, was further aware of the '937 patent as a result of
18 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
19 aware of the '937 patent prior to filing its complaint for declaratory relief in this case, and further
20 has knowledge of its infringement of the '937 patent by way of this Complaint.

21 44. Google provides at least Google Devices with an operating system and hardware
22 components configured and installed by Google to support Gallery, Email, Maps, Browser, and
23 Contacts functionality to others, such as resellers and end-use customers, in the United States who,

1 in turn, use these products to infringe the '937 Patent. Through its manufacture and sales of Google
2 Devices, Google specifically intended its resellers and manufacturers to infringe the '937 patent.

3 45. Google specifically intends for others, such as resellers and end-use customers, to
4 directly infringe one or more claims of the '937 Patent in the United States. For example, Google
5 provides instructions to resellers and end-use customers regarding the use and operation of
6 Google's products in an infringing way. Such instructions include at least "Google Nexus Help"
7 (available at <https://support.google.com/nexus/?hl=en&topic=2765972#topic=34155181>). When
8 resellers and end-use customers follow such instructions, they directly infringe the '937 Patent.
9 Google knows that by providing such instructions, resellers and end-use customers follow those
10 instructions, and directly infringe the '937 Patent. Google thus knows that its actions induce the
11 infringement.
12

13 46. Google performed the acts that constitute induced infringement, and would induce
14 actual infringement, with knowledge of the '937 patent and with the knowledge or willful blindness
15 that the induced acts would constitute infringement.
16

17 47. Google indirectly infringes the '937 patent, by contributing to infringement by others,
18 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
19 elsewhere in the United States. Direct infringement is the result of activities performed by the
20 manufacturers, resellers, and end-users of Google Devices. Google received actual notice of the
21 '937 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
22 containing each of the patents asserted herein was further aware of the '937 patent as a result of
23 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
24 aware of the '937 patent prior to filing its complaint for declaratory relief in this case, and further
25 has knowledge of its infringement of the '937 patent by way of this Complaint.
26
27

1 48. The Google Devices include functionality and hardware that, inter alia, displays a
2 navigable graphical user interface (“navigable GUI”) that permits a user to manipulate and control
3 the contents of the display to maximize the use of display real estate. This navigable GUI and the
4 associated hardware is included in Google Devices with an operating system and hardware
5 components configured and installed by Google to support at least the Gallery, Email, Maps,
6 Browser, and Contacts functionalities. On information and belief, these functionalities cannot
7 operate in an acceptable manner absent the navigable GUI, as it is included in every Google Device.
8

9 49. A reasonable inference to be drawn from the facts set forth is that the navigable GUI
10 and the associated hardware as included in Google Devices is especially made or especially adapted
11 to operate on a Google Device as a navigable GUI and the associated hardware that permits a user
12 to manipulate or control the contents of the display to maximize the use of display real estate on the
13 user’s Google Devices.
14

15 50. A reasonable inference to be drawn from the facts set forth is that the navigable GUI
16 and the associated hardware as included in the Google Device is not a staple article or commodity
17 of commerce and that the use of the navigable GUI and the associated hardware in the Google
18 Devices is required for the operation of Google Devices. Any other use would be unusual, far-
19 fetched, illusory, impractical, occasional, aberrant, or experimental.
20

21 51. The Google Devices with the navigable GUI and the associated hardware are each a
22 material part of the invention of the ’937 patent and are especially made for the infringing
23 manufacture, sale, and use of Google Devices. Google Devices with the navigable GUI and the
24 associated hardware are especially made or adapted as a navigable GUI and associated hardware
25 that infringes the ’937 patent. Because the sales and manufacture of Google Devices with a
26 navigable GUI and associated hardware infringes the ’937 patent, Google’s sales of its infringing
27

1 products have no substantial non-infringing uses.

2 52. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
3 United States the Google Devices which are or include a component of a patented machine,
4 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
5 more claims of the '937 patent, constituting a material part of the invention, knowing the same to be
6 especially made or especially adapted for use in an infringement of one or more of the '937 patent,
7 and the Google Devices are not a staple article or commodity of commerce suitable for substantial
8 non-infringing uses. Google provides to others, Google Devices with distinct and separate
9 components, including software and hardware components, which have no substantial non-
10 infringing uses.
11

12 **The Google Devices Infringe At Least One Claim Of The '298 Patent**

13 53. The Google Devices with an operating system and hardware components configured
14 and installed by Google to support portable hotspot functionality infringe at least claims 27 and 31
15 of the '298 Patent. Google makes, uses, sells, offers for sale, imports, exports, supplies and/or
16 distributes within the United States the Google devices and thus directly infringes at least claims 27
17 and 31 of the '298 Patent.
18

19 54. Google indirectly infringes the '298 patent by inducing infringement by others of at
20 least claims 27 and 31, such as resellers, in accordance with 35 U.S.C. § 271(b) in this District and
21 elsewhere in the United States. Direct infringement is the result of activities performed by the
22 manufacturers, resellers, and end-users of the Google Devices. Google received actual notice of the
23 '298 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
24 containing each of the patents asserted herein, was further aware of the '298 patent as a result of
25 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
26
27

1 aware of the '298 patent prior to filing its complaint for declaratory relief in this case, and further
2 has knowledge of its infringement of the '298 patent by way of this Complaint..

3 55. Google's affirmative acts of selling Google Devices, causing the Google Devices to
4 be manufactured, and providing instruction manuals for Google Devices induced Google's
5 manufacturers and resellers to make or use the Google Devices in their normal and customary way
6 to infringe the '298 patent. Through its manufacture and sales of Google Devices, Google
7 specifically intended its resellers and manufacturers to infringe the '298 patent; further, Google was
8 aware that these normal and customary activities would infringe the '298 patent. Google performed
9 the acts that constitute induced infringement, and would induce actual infringement, with
10 knowledge of the '298 patent and with the knowledge or willful blindness that the induced acts
11 would constitute infringement.
12

13 56. Accordingly, a reasonable inference is that Google specifically intends for others,
14 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
15 claims of the '298 patent in the United States because Google has knowledge of the '298 patent and
16 its infringement thereof and actually induces others, such as resellers and end-use customers, to
17 directly infringe, by using, selling, exporting, supplying and/or distributing within the United States
18 Google Devices for resale to others, such as resellers and end-use customers. Google knew or
19 should have known that such actions would induce actual infringement.
20

21 57. The use of at least Google Devices that support the portable hotspot functionality as
22 intended by Google infringes at least method claims 14 and 24 of the '298 Patent. Google uses
23 these products and thus directly infringes at least method claims 14 and 24 of the '298 Patent.
24

25 58. In addition, Google provides at least Google Devices that support the portable hotspot
26 functionality to others, such as resellers and end-use customers, in the United States who, in turn,
27

1 use these products to infringe at least method claims 14 and 24 of the '298 Patent.

2 59. Google indirectly infringes the '298 patent by inducing infringement by others, such
3 as resellers and end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and
4 elsewhere in the United States. Direct infringement is the result of activities of the manufacturers,
5 resellers, and end-users of Google Devices in their intended use, including a customer's use of the
6 portable hotspot functionality. Google received actual notice of the '298 Patent at least by April 4,
7 2011, when it placed its initial bid for the Nortel patent portfolio containing each of the patents
8 asserted herein, and further has knowledge of its infringement of the Patents-in-Suit by way of this
9 Complaint, was further aware of the '298 patent as a result of Rockstar's October 31, 2013 filing of
10 the action against the Eastern District Defendants, was further aware of the '298 patent prior to
11 filing its complaint for declaratory relief in this case, and further has knowledge of its infringement
12 of the '298 patent by way of this Complaint.
13
14

15 60. Google's affirmative acts of selling its Google Devices and providing instruction
16 manuals induced the end-users of Google Devices to use Google Devices in their normal and
17 customary way to infringe the '298 patent at least through using Mobile Hotspot functionality.
18 Google also provides instructions, including at least "Google Nexus Help" (available at
19 <https://support.google.com/nexus/#topic=3415518>), for using portable hotspot functionality.
20 Through its sales of Google Devices with portable hotspot functionality, Google specifically
21 intended the end-users of Google Devices to infringe the '298 patent; further, Google was aware
22 that the normal and customary use of portable hotspot functionality would infringe the '298 patent.
23 Google also enticed its end-users to use portable hotspot functionality by providing instruction
24 manuals and also providing portable hotspot functionality. Google performed the acts that
25 constituted induced infringement, and would induce actual infringement, with the knowledge of the
26
27

1 '298 patent and with the knowledge or willful blindness that the induced acts would constitute
2 infringement.

3 61. Accordingly, a reasonable inference is that Google actively induces infringement of
4 the '298 Patent by others, such as resellers and end-use customers. Google specifically intends for
5 others, including such as resellers and end-use customers, to directly infringe one or more claims of
6 the '298 Patent in the United States because Google had knowledge of the '298 Patent, and Google
7 actually induces infringement by providing instructions to resellers and end-use customers
8 regarding the use and operation of Google Devices in an infringing way. Such instructions include
9 at least "Google Nexus Help" (available at <https://support.google.com/nexus/#topic=3415518>).
10 When resellers and end-use customers follow such instructions, they directly infringe the '298
11 Patent. Google knows that by providing such instructions, resellers and end-use customers follow
12 those instructions, and directly infringe the '298 Patent. Google thus knows that its actions induce
13 the infringement.
14

15
16 62. Google indirectly infringes the '298 Patent by contributing to infringement by others,
17 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
18 elsewhere in the United States. Direct infringement is the result of activities performed by the
19 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
20 customer's use of the portable hotspot functionality. Google received actual notice of the '298
21 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
22 containing each of the patents asserted herein, was further aware of the '298 patent as a result of
23 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
24 aware of the '298 patent prior to filing its complaint for declaratory relief in this case, and further
25 has knowledge of its infringement of the '298 patent by way of this Complaint. .
26
27

1 63. The Google Devices with portable hotspot functionality allow wireless devices from a
2 first, or private, network to connect to a second, or public, network such as the Internet. The
3 portable hotspot functionality is designed to route data packets between wireless devices tethered to
4 the portable hotspot to nodes on a public network such as the Internet, and cannot function in a
5 manner that does not utilize the portable hotspot functionality available to Google Devices. Upon
6 information and belief, the portable hotspot functionality is designed to entice a user to access
7 nodes in a second, or public, network such as the Internet.
8

9 64. A reasonable inference to be drawn from the facts set forth is that the portable hotspot
10 functionality in the Google Devices is especially made or especially adapted to operate on Google
11 Devices for providing access for wireless devices in a first, or private, network to nodes in a second,
12 or public, network.
13

14 65. A reasonable inference to be drawn from the facts set forth is that the portable hotspot
15 functionality is not a staple article or commodity of commerce and that the use of the portable
16 hotspot functionality of the Google Devices is for interfacing first and second data communications
17 networks, e.g., a private network and a public network such as the Internet. Any other use would be
18 unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.
19

20 66. The Google Devices with portable hotspot functionality are each a material part of the
21 '298 patent and especially made for the infringing use of the portable hotspot functionality for
22 interfacing private and public data communication networks. Google Devices with the portable
23 hotspot functionality are especially made or adapted to provide access for wireless devices in a first,
24 or private, network through the Google Device, to nodes in a second, or public, network that
25 perform or facilitate performance of the steps that infringe the '298 patent. Furthermore, Google
26 provides user manuals describing the uses of Google Devices that infringe the '298 patent. Because
27

1 the sales and manufacture of Google Devices with portable hotspot functionality infringe the '298
2 patent, Google's sales of its infringing products have no substantial non-infringing uses.

3 67. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
4 United States the Google Devices which are or include a component of a patented machine,
5 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
6 more claims of the '298 patent, constituting a material part of the invention, knowing the same to be
7 especially made or especially adapted for use in an infringement of one or more claims of the '298
8 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
9 substantial non-infringing uses. Google provides to others Google Devices with an operating
10 system and hardware components configured and installed by Google to support portable hotspot
11 functionality. Google installs and configures Google Devices with distinct and separate
12 components, including software components, which are used only to perform the infringing method
13 claims.
14
15

16 **The Google Devices Infringe At Least One Claim Of The '973 Patent**

17 68. The Google Devices with an operating system and hardware components configured
18 and installed by Google to support an integrated notification message center functionality infringe
19 at least claims 1 and 21 of the '973 Patent. Google makes, uses, sells, tests, uses, offers for sale,
20 imports, exports, supplies and/or distributes within the United States the Google devices and thus
21 directly infringes one or more claims of the '973 patent, including at least claims 1 and 21.
22

23 69. Google indirectly infringes the '973 patent by inducing infringement by others, such
24 as resellers, of at least claims 1 and 21 in accordance with 35 U.S.C. § 271(b) in this District and
25 elsewhere in the United States. Direct infringement is the result of activities performed by the
26 manufacturers, resellers, and end-users of the Google Devices. Google received actual notice of the
27

1 '973 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
2 containing each of the patents asserted herein, was further aware of the '973 patent as a result of
3 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
4 aware of the '973 patent prior to filing its complaint for declaratory relief in this case, and further
5 has knowledge of its infringement of the '973 patent by way of this Complaint.
6

7 70. Google's affirmative acts of selling Google Devices, causing the Google Devices to
8 be manufactured, and providing instruction manuals for Google Devices induced Google's
9 manufacturers and resellers to make or use Google's Devices in their normal and customary way to
10 infringe the '973 patent. Through its manufacture and sales of Google Devices, Google specifically
11 intended its resellers and manufacturers to infringe the '973 patent; further, Google was aware that
12 these normal and customary activities would infringe the '973 patent. Google performed the acts
13 that constitute induced infringement, and would induce actual infringement, with knowledge of the
14 '973 patent and with the knowledge or willful blindness that the induced acts would constitute
15 infringement.
16

17 71. Accordingly, a reasonable inference is that Google specifically intends for others,
18 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
19 claims of the '973 patent in the United States because Google has knowledge of the '973 patent and
20 its infringement thereof and actually induces others, such as resellers and end-use customers, to
21 directly infringe, by using, selling, exporting, supplying and/or distributing within the United States,
22 Google Communication Devices for resale to others, such as resellers and end-use customers.
23 Google knew or should have known that such actions would induce actual infringement.
24

25 72. The use of at least Google Devices with an operating system and hardware
26 components configured and installed by Google to support an integrated notification message center
27

1 functionality as intended by Google infringes at least method claim 8 of the '973 Patent. Google
2 uses these devices within the United States and thus directly infringes one or more claims of the
3 '973 patent, including at least claim 8.

4 73. Google indirectly infringes the '973 patent by inducing infringement by others, such
5 as resellers and end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and
6 elsewhere in the United States. Direct infringement is the result of activities performed by the
7 manufacturers, resellers, and end-users of Google Devices. Google received actual notice of the
8 '973 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
9 containing each of the patents asserted herein, was further aware of the '973 patent as a result of
10 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
11 aware of the '973 patent prior to filing its complaint for declaratory relief in this case, and further
12 has knowledge of its infringement of the '973 patent by way of this Complaint. .

13 74. Google provides at least Google Devices with an operating system and hardware
14 components configured and installed by Google to support integrated notification message center
15 functionality to others, such as resellers and end-use customers, in the United States who, in turn,
16 use Google Devices to infringe at least method claim 8 of the '973 Patent. Through its manufacture
17 and sales of Google Devices, Google specifically intended its resellers and manufacturers to
18 infringe the '973 patent.

19 75. Google specifically intends for others, such as resellers and end-use customers, to
20 directly infringe one or more claims of the '973 Patent in the United States. For example, Google
21 provides instructions to resellers and end-use customers regarding the use and operation of Google
22 Devices in an infringing way. Such instructions include at least "Google Nexus Help" (available at
23 <https://support.google.com/nexus/#topic=3415518>). When resellers and end-use customers follow
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1 such instructions, they directly infringe the '973 Patent. Google knows that by providing such
2 instructions, resellers and end-use customers follow those instructions, and directly infringe the
3 '973 Patent. Google thus knows that its actions induce the infringement.

4 76. Google performed the acts that constitute induced infringement, and would induce
5 actual infringement, with the knowledge of the '973 patent and with the knowledge or willful
6 blindness that the induced acts would constitute infringement.

7
8 77. Google indirectly infringes the '973 patent, by contributing to infringement by others,
9 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
10 elsewhere in the United States. Direct infringement is the result of activities performed by the
11 manufacturers, resellers, and end-users of Google Devices. Google received actual notice of the
12 '973 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
13 containing each of the patents asserted herein, was further aware of the '973 patent as a result of
14 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
15 aware of the '973 patent prior to filing its complaint for declaratory relief in this case, and further
16 has knowledge of its infringement of the '973 patent by way of this Complaint. .

17
18 78. The Google Devices include functionality that, inter alia, displays an integrated
19 notification message center contained in a single list. The notification message center is designed
20 to provide a user with a single list of notifications regardless of the types of messages (e.g., email,
21 text, etc) on the user's Google Device. On information and belief, this functionality cannot operate
22 in an acceptable manner absent the integrated notification message center, as it is included in every
23 Google Device.

24
25 79. A reasonable inference to be drawn from the facts set forth is that the integrated
26 message center in the Google Devices is especially made or especially adapted to operate on a
27

1 Google Device as an integrated notification message center that provides a user with notifications
2 concerning different types of messages on the user's Mobile Communication Device.

3 80. A reasonable inference to be drawn from the facts set forth is that the integrated
4 notification message center in the Mobile Communication Device is not a staple article or
5 commodity of commerce and that the use of the integrated notification message center in Google
6 Devices is required for operation of the Google Devices. Any other use would be unusual, far-
7 fetched, illusory, impractical, occasional, aberrant, or experimental.
8

9 81. Google Devices with the integrated notification message center are each a material
10 part of the invention of the '973 patent and are especially made for the infringing manufacture, sale,
11 and use of Google Devices. Google Devices, including the integrated notification message center,
12 are especially made or adapted as an integrated notification message center that infringes the '973
13 patent. Because the sales and manufacture of Google Devices with an integrated notification
14 message center infringes the '973 patent, Google's sales of its infringing products have no
15 substantial non-infringing uses.
16

17 82. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
18 United States the Google Devices which are or include a component of a patented machine,
19 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
20 more claims of the '973 patent, constituting a material part of the invention, knowing the same to be
21 especially made or especially adapted for use in an infringement of one or more claims of the '973
22 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
23 substantial non-infringing uses. Google provides to others Google Devices with distinct and
24 separate components, including software components, which have no substantial non-infringing
25 uses.
26
27

1 would constitute infringement.

2 86. Accordingly, a reasonable inference is that Google specifically intends for others,
3 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
4 claims of the '131 patent in the United States because Google has knowledge of the '131 patent and
5 its infringement thereof and actually induces others, such as resellers and end-use customers, to
6 directly infringe, by using, selling, exporting, supplying and/or distributing within the United States,
7 Google Communication Devices for resale to others, such as resellers and end-use customers.
8 Google knew or should have known that such actions would induce actual infringement.
9

10 87. The use of the Google Devices with an operating system and hardware components
11 configured and installed by Google to support Message and Notification functionality as intended
12 by Google infringes at least method claim 5 of the '131 Patent. Google uses these products and
13 thus directly infringes at least method claim 5 of the '131 Patent.
14

15 88. In addition, Google provides at least Google Devices with an operating system and
16 hardware components configured and installed by Google to support Message functionality to
17 others, such as resellers and end-use customers, in the United States who, in turn, use these products
18 to infringe at least method claim 5 of the '131 Patent.

19 89. Google indirectly infringes the '131 patent by inducing infringement by others, such
20 as resellers and end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and
21 elsewhere in the United States. Direct infringement is the result of activities performed by the
22 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
23 customer's use of the Message and Notifications functionality. Google received actual notice of the
24 '131 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
25 containing each of the patents asserted herein, was further aware of the '131 patent as a result of
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1 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
2 aware of the '131 patent prior to filing its complaint for declaratory relief in this case, and further
3 has knowledge of its infringement of the '131 patent by way of this Complaint. .

4 90. Google's affirmative acts of selling Google Devices and providing instruction
5 manuals induced the end-users of Google Devices to use Google Devices in their normal and
6 customary way to infringe the '131 patent at least through using Message and Notifications
7 functionality. Google also provides instructions, including at least "Google Nexus Help" available
8 on Google's website at <https://support.google.com/nexus/?hl=en&topic=2765972#topic=3415518>,
9 for using the Messaging and Notifications functionality. Through its sales of the Google Devices
10 with Messaging and Notifications functionality, Google specifically intended the end-users of
11 Google Devices to infringe the '131 patent; further, Google was aware that the normal and
12 customary use of the Message and Notifications functionality would infringe the '131 patent.
13 Google also enticed its end-users to use the Messaging and Notifications functionality by providing
14 instruction manuals. Google performed the acts that constituted induced infringement, and would
15 induce actual infringement, with the knowledge of the '131 patent and with the knowledge or
16 willful blindness that the induced acts would constitute infringement.

17 91. Accordingly, a reasonable inference is that Google actively induces infringement of
18 the '131 Patent by others, such as resellers and end-use customers of the Google Devices. Google
19 specifically intends for others, such as resellers and end-use customers of the Google Devices, to
20 directly infringe one or more claims of the '131 Patent in the United States because Google had
21 knowledge of the '131 Patent and its infringement thereof, and Google actually induces
22 infringement by providing instructions to resellers and end-use customers regarding the use and
23 operation of Google Devices in an infringing way. Such instructions include at least "Google
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1 Nexus Help” available at
2 <https://support.google.com/nexus/?hl=en&topic=2765972#topic=3415518>. When resellers and
3 end-use customers follow such instructions, they directly infringe the ‘131 Patent. Google knows
4 that by providing such instructions, resellers and end-use customers follow those instructions, and
5 directly infringe the ‘131 Patent. Google thus knows that its actions induce the infringement.

6
7 92. Google indirectly infringes the ‘131 Patent by contributing to infringement by others,
8 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
9 elsewhere in the United States. Direct infringement is the result of activities performed by the
10 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
11 customer’s use of the Messaging and Notification functionality. Google received actual notice of
12 the ’131 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
13 containing each of the patents asserted herein, and was further aware of the ’131 patent as a result
14 of Rockstar’s October 31, 2013 filing of the action against the Eastern District Defendants, was
15 further aware of the ’131 patent prior to filing its complaint for declaratory relief in this case, and
16 further has knowledge of its infringement of the ’131 patent by way of this Complaint. .

17
18 93. Google’s Message and Notification functionality receives and displays message of
19 different types, such as a phone call, voice mail, text message, or email. The Message and
20 Notification Services functionality is designed to notify the user of an incoming communication and
21 to select the format of the message received and cannot function in a manner that does not utilize
22 the messaging functionality available to Google Devices. Upon information and belief, the
23 Message and Notifications functionality is designed to entice a user to receive notifications of an
24 incoming communication.

25
26 94. A reasonable inference to be drawn from the facts set forth is that the Message and
27

1 Notifications functionality is especially made or especially adapted to operate on the Google
2 Devices for notifying a user of an incoming communication.

3 95. A reasonable inference to be drawn from the facts set forth is that the Message and
4 Notifications functionality is not a staple article or commodity of commerce and that the use of the
5 Messaging and Notifications functionality of the Google Devices is for notifying a user of an
6 incoming communication. Any other use would be unusual, far-fetched, illusory, impractical,
7 occasional, aberrant, or experimental.
8

9 96. Google Devices with Messaging and Notifications functionality are each a material
10 part of the '131 patent and especially made for the infringing use of the Messaging and Notification
11 functionality to receive and display messages. Google Devices including the Messaging and
12 Notification functionality, are especially made or adapted to notify a user of an incoming
13 communication that perform or facilitate performance of the steps that infringe the '131 patent.
14 Furthermore, Google provides user manuals describing the uses of its Google Devices that infringe
15 the '131 patent. Because the functionality provided by Google's Messaging and Notification to
16 notify a user of an incoming communication infringes the '131 patent, Google's sales of its
17 infringing products have no substantial non-infringing uses.
18

19 97. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
20 United States the Google Devices which are or include a component of a patented machine,
21 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
22 more claims of the '131 patent, constituting a material part of the invention, knowing the same to be
23 especially made or especially adapted for use in an infringement of one or more claims of the '131
24 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
25 substantial non-infringing uses. Google provides to others, Google Devices with an operating
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1 system and hardware components configured and installed by Google to support Message and
2 Notification functionality. Google installs and configures on these products distinct and separate
3 components, including software components, which are used only to perform the infringing method
4 claims.

5 **The Google Devices Infringe At Least One Claim Of The '591 Patent**

6
7 98. The Google Devices with an operating system and hardware components configured
8 and installed by Google to support VPN management functionality, infringe at least claims 1 and 8
9 of the '591 Patent. Google makes, uses, sells, offers for sale, imports, exports, supplies and/or
10 distributes within the United States the Google Devices and thus directly infringes at least claims 1
11 and 8 of the '591 Patent.

12 99. The use of at least Google Devices with an operating system and hardware
13 components configured and installed by Google to support VPN management functionality as
14 specified and intended by Google infringes at least claims 1 and 8 of the '591 Patent. Google uses
15 these products and thus directly infringes at least claims 1 and 8 of the '591 Patent.

16
17 100. Google indirectly infringes the '591 patent by inducing infringement by others, such
18 as resellers, of at least claims 1 and 8 in accordance with 35 U.S.C. § 271(b) in this District and
19 elsewhere in the United States. Direct infringement is the result of activities performed by the
20 manufacturers, resellers, and end-users of the Google Devices. Google received actual notice of the
21 '591 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
22 containing each of the patents asserted herein, was further aware of the '591 patent as a result of
23 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
24 aware of the '591 patent prior to filing its complaint for declaratory relief in this case, and further
25 has knowledge of its infringement of the '591 patent by way of this Complaint. .
26
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1 101. Google's affirmative acts of selling Google Devices, causing the Google Devices to
2 be manufactured, and providing instruction manuals for Google Devices induced Google's
3 manufacturers and resellers to make or use the Google Devices in their normal and customary way
4 to infringe the '591 patent. Through its manufacture and sales of Google Devices, Google
5 specifically intended its resellers and manufacturers to infringe the '591 patent; further, Google was
6 aware that these normal and customary activities would infringe the '591 patent. Google performed
7 the acts that constitute induced infringement, and would induce actual infringement, with
8 knowledge of the '591 patent and with the knowledge or willful blindness that the induced acts
9 would constitute infringement.
10

11 102. Accordingly, a reasonable inference is that Google specifically intends for others,
12 such as resellers and end-use customers of the Google Devices, to directly infringe one or more
13 claims of the '591 patent in the United States because Google has knowledge of the '591 patent and
14 its infringement thereof and actually induces others, such as resellers and end-use customers, to
15 directly infringe, by using, selling, exporting, supplying and/or distributing within the United States,
16 Google Communication Devices for resale to others, such as resellers and end-use customers.
17 Google knew or should have known that such actions would induce actual infringement.
18

19 103. In addition, Google provides at least its Google Devices with an operating system and
20 hardware components configured and installed by Google to support VPN management
21 functionality to others, such as resellers and end-use customers, in the United States who, in turn,
22 use these products to infringe at least claims 1 and 8 of the '591 Patent.
23

24 104. Google indirectly infringes the '591 patent by inducing infringement by others, such
25 as resellers and end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and
26 elsewhere in the United States. Direct infringement is the result of activities performed by the
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1 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
2 customer's use of the VPN management functionality. Google received actual notice of the '591
3 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
4 containing each of the patents asserted herein, was further aware of the '591 patent as a result of
5 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
6 aware of the '591 patent prior to filing its complaint for declaratory relief in this case, and further
7 has knowledge of its infringement of the '591 patent by way of this Complaint. .
8

9 105. Google's affirmative acts of selling its Google Devices and providing instruction
10 manuals induced the end-users of Google Devices to use Google Devices in their normal and
11 customary way to infringe the '591 patent at least through using VPN management functionality.
12 Google also provides instructions, including at least "Google Nexus Help" available on Google's
13 website at <https://support.google.com/nexus/?hl=en&topic=2765972#topic=3415518>, for using the
14 VPN management functionality. Through its sales of Google Devices with VPN management
15 functionality, Google specifically intended the end-users of Google Devices to infringe the '591
16 patent; further, Google was aware that the normal and customary use of VPN management
17 functionality would infringe the '591 patent. Google also enticed its end-users to use the VPN
18 management functionality by providing instruction manuals. Google performed the acts that
19 constituted induced infringement, and would induce actual infringement, with the knowledge of the
20 '591 patent and with the knowledge or willful blindness that the induced acts would constitute
21 infringement.
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23

24 106. Accordingly, it is a reasonable inference that Google actively induces infringement of
25 the '591 Patent by others, such as resellers and end-use customers of the Google Devices. Google
26 specifically intends for others, such as resellers and end-use customers, to directly infringe one or
27

1 more claims of the '591 Patent in the United States because Google had knowledge of the '591
2 Patent and its infringement thereof, and Google actually induces infringement by providing
3 instructions to resellers and end-use customers regarding the use and operation of Google's
4 products in an infringing way. Such instructions include at least "Google Nexus Help" available on
5 Google's website at <https://support.google.com/nexus/?hl=en&topic=2765972#topic=3415518>.
6
7 When resellers and end-use customers follow such instructions, they directly infringe the '591
8 Patent. Google knows that by providing such instructions, resellers and end-use customers follow
9 those instructions, and directly infringe the '591 Patent. Google thus knows that its actions induce
10 the infringement.

11 107. Google indirectly infringes the '591 Patent by contributing to infringement by others,
12 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
13 elsewhere in the United States. Direct infringement is the result of activities performed by the
14 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
15 customer's use of the VPN management functionality. Google received actual notice of the '591
16 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
17 containing each of the patents asserted herein, was further aware of the '591 patent as a result of
18 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
19 aware of the '591 patent prior to filing its complaint for declaratory relief in this case, and further
20 has knowledge of its infringement of the '591 patent by way of this Complaint. .

21
22
23 108. Google's VPN management functionality facilitates management of VPNs. The VPN
24 management functionality is designed for management of VPNs and cannot function in a manner
25 that does not utilize the VPN management functionality available to Google Devices. The VPN
26 management functionality is designed upon information and belief to entice a user to manage
27

1 VPNs.

2 109. A reasonable inference to be drawn from the facts set forth is that the VPN
3 functionality is especially made or especially adapted to operate on the Google Devices for
4 providing VPN management functionality.

5 110. A reasonable inference to be drawn from the facts set forth is that the VPN
6 management functionality is not a staple article or commodity of commerce and that the use of the
7 VPN management functionality of the Google Devices is for managing VPNs. Any other use
8 would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

9 111. The Google Devices with VPN management functionality are each a material part of
10 the invention of the '591 patent and especially made for the infringing use of the VPN functionality.
11 Google Devices including the VPN management functionality, are especially made or adapted to
12 provide VPN management functionality that perform or facilitate performance of the steps that
13 infringe the '591 patent. Furthermore, Google provides user manuals describing the uses of its
14 Google Devices that infringe the '591 patent. Because the functionality provided by Google's VPN
15 management functionality infringes the '591 patent, Google's sales of its infringing Google Devices
16 have no substantial non-infringing uses.

17 112. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
18 United States the Google Devices which are or include a component of a patented machine,
19 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
20 more claims of the '591 patent, constituting a material part of the invention, knowing the same to be
21 especially made or especially adapted for use in an infringement of one or more claims of the '591
22 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
23 substantial non-infringing uses. Google provides to others Google Devices with an operating
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1 system and hardware components configured and installed by Google to support VPN management
2 functionality. Google installs and configures on these products distinct and separate components,
3 including software components, which are used only to infringe the '591 Patent.

4 **The Google Devices Infringe At Least One Claim Of The '572 Patent**

5 113. The use of Google Devices with an operating system and hardware components
6 configured and installed by Google to support Location Services functionality, as intended by
7 Google infringes at least method claim 17 of the '572 Patent. Google uses these Google Devices
8 and thus directly infringes at least method claim 17 of the '572 Patent.

9 114. In addition, Google provides at least its Google Devices with an operating system and
10 hardware components configured and installed by Google to support Location Services
11 functionality to others, such as resellers and end-use customers, in the United States who, in turn,
12 use these products to infringe at least method claim 17 of the '572 Patent.

13 115. Google indirectly infringes by inducing infringement by others, such as resellers and
14 end-use customers, in accordance with 35 U.S.C. § 271(b) in this District and elsewhere in the
15 United States. Direct infringement is the result of activities performed by the manufacturers,
16 resellers, and end-users of Google Devices in their intended use, including a customer's use of the
17 Location Services functionality. Google received actual notice of the '572 Patent at least by April
18 4, 2011, when it placed its initial bid for the Nortel patent portfolio containing each of the patents
19 asserted herein, was further aware of the '572 patent as a result of Rockstar's October 31, 2013
20 filing of the action against the Eastern District Defendants, was further aware of the '572 patent
21 prior to filing its complaint for declaratory relief in this case, and further has knowledge of its
22 infringement of the '572 patent by way of this Complaint. .

23 116. Google's affirmative acts of selling its Google Devices and providing instruction
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1 manuals induced the end-users of Google Devices to use Google Devices in their normal and
2 customary way to infringe the '572 patent at least through using Location Services functionality.
3 Google also provides instructions, including at least "Google Nexus Help," available at
4 https://support.google.com/nexus/topic/3416294?hl=en&ref_topic=3415468, for using the Location
5 Services functionality. Through its sales of Google Devices with Location Services functionality,
6 Google specifically intended the end-users of Google Devices to infringe the '572 patent; further,
7 Google was aware that the normal and customary use of Location Services would infringe the '572
8 patent. Google also enticed its end-users to use the Location Services by providing instruction
9 manuals. Google performed the acts that constituted induced infringement, and would induce
10 actual infringement, with the knowledge of the '572 patent and with the knowledge or willful
11 blindness that the induced acts would constitute infringement.
12

13
14 117. Accordingly, a reasonable inference is that Google actively induces infringement of
15 the '572 Patent by others, such as resellers and end-use customers of the Google Devices. Google
16 specifically intends for others, such as resellers and end-use customers, to directly infringe one or
17 more claims of the '572 Patent in the United States because Google had knowledge of the '572
18 Patent and its infringement thereof, and Google actually induces infringement by providing
19 instructions to resellers and end-use customers regarding the use and operation of Google's
20 products in an infringing way. Such instructions include at least "Google Nexus Help," available at
21 https://support.google.com/nexus/topic/3416294?hl=en&ref_topic=3415468. When resellers and
22 end-use customers follow such instructions, they directly infringe the '572 Patent. Google knows
23 that by providing such instructions, resellers and end-use customers follow those instructions, and
24 directly infringe the '572 Patent. Google thus knows that its actions induce the infringement.
25

26 118. Google indirectly infringes the '572 Patent by contributing to infringement by others,
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1 such as resellers and end-use customers, in accordance with 35 U.S.C. § 271(c) in this District and
2 elsewhere in the United States. Direct infringement is the result of activities performed by the
3 manufacturers, resellers, and end-users of Google Devices in their intended use, including a
4 customer's use of the Locations Services functionality. Google received actual notice of the '572
5 Patent at least by April 4, 2011, when it placed its initial bid for the Nortel patent portfolio
6 containing each of the patents asserted herein, was further aware of the '572 patent as a result of
7 Rockstar's October 31, 2013 filing of the action against the Eastern District Defendants, was further
8 aware of the '572 patent prior to filing its complaint for declaratory relief in this case, and further
9 has knowledge of its infringement of the '572 patent by way of this Complaint. .

11 119. Google's Location Services functionality provides call trace information, i.e., a
12 geographic location of Google Devices. The Location Services functionality is designed to notify
13 the user of Google Devices of call trace information, i.e., a geographic location of the Google
14 Devices, and cannot function in a manner that does not utilize the Location Services functionality
15 available to the Google Devices. Upon information and belief, the Location Services functionality
16 is designed to entice a user to access call trace information.

18 120. A reasonable inference to be drawn from the facts set forth is that the Location
19 Services functionality is especially made or especially adapted to operate on the Google Devices for
20 obtaining call trace information, i.e., a geographic location of the Google Devices.

22 121. A reasonable inference to be drawn from the facts set forth is that the Location
23 Services functionality is not a staple article or commodity of commerce and that the use of the
24 Location Services functionality of the Google Devices is for providing call trace information. Any
25 other use would be unusual, far-fetched, illusory, impractical, occasional, aberrant, or experimental.

26 122. Google Devices with Location Services functionality are each a material part of the
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1 '572 patent and especially made for the infringing use of the Location Services functionality to
2 receive call trace information, i.e., a geographic location of the Google Devices. The Google
3 Devices including the Location Services functionality are especially made or adapted to provide call
4 trace information that perform or facilitate performance of the steps that infringe the '572 patent.
5 Furthermore, Google provides user manuals describing the uses of its products that infringe the
6 '572 patent. Because the functionality provided by Google's Location Services to obtain call trace
7 information, i.e., a geographic location of the Google Devices, infringes the '572 patent, Google's
8 sales of its infringing products have no substantial non-infringing uses.

10 123. Accordingly, a reasonable inference is that Google offers to sell, or sells within the
11 United States the Google Devices which are or include a component of a patented machine,
12 manufacture, combination, or composition, or a material or apparatus for use in practicing one or
13 more claims of the '572 patent, constituting a material part of the invention, knowing the same to be
14 especially made or especially adapted for use in an infringement of one or more claims of the '572
15 patent, and the Google Devices are not a staple article or commodity of commerce suitable for
16 substantial non-infringing uses. Google provides to others Google Devices with an operating
17 system and hardware components configured and installed by Google to support Location Services
18 functionality. Google installs and configures on these products distinct and separate components,
19 including software components, which are used only to perform the infringing method claims.

22 **Request For Damages And Other Relief**

23 124. Google's acts of infringement have caused damage to Rockstar Consortium and
24 MobileStar. Rockstar Consortium and MobileStar are entitled to recover from Google the damages
25 sustained by Rockstar Consortium and MobileStar as a result of Google's wrongful acts in an
26 amount subject to proof at trial.

1 125. In addition, the infringing acts and practices of Google have caused, are causing, and,
2 unless such acts and practices are enjoined by the Court, will continue to cause immediate and
3 irreparable harm to Rockstar Consortium and MobileStar for which there is no adequate remedy at
4 law, and for which Rockstar Consortium and MobileStar are entitled to injunctive relief under 35
5 U.S.C. § 283.

6
7 126. Google had actual notice of the Patents-in-Suit at least by April 4, 2011, when it
8 placed its initial bid for the Nortel patent portfolio containing the Patents-in-Suit, was further aware
9 of the Patents-in-Suit as a result of Rockstar's October 31, 2013 filing of the action against the
10 Eastern District Defendants, was further aware of the Patents-in-Suit prior to filing its complaint for
11 declaratory relief in this case.

12 127. Google has knowledge of its infringement of the Patents-in-Suit by way of this
13 Complaint and further has knowledge of its infringement of the Patents-in-Suit as a result of filing
14 its complaint for declaratory relief in this case.

15
16 128. Google has willfully infringed and/or does willfully infringe the Patents-in-Suit.

17 **DEMAND FOR JURY TRIAL**

18 Rockstar Consortium and MobileStar hereby demand a jury trial for all issues so triable.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Rockstar Consortium and MobileStar pray for the following relief:

- 21
22 1. A judgment that Google has directly infringed the '551 Patent, contributorily
23 infringed the '551 Patent, and/or induced the infringement of the '551 Patent;
24
25 2. A judgment that Google has directly infringed the '937 Patent, contributorily
26 infringed the '937 Patent, and/or induced the infringement of the '937 Patent;
27
28 3. A judgment that Google has directly infringed the '298 Patent, contributorily

1 infringed the '298 Patent, and/or induced the infringement of the '298 Patent;

2 4. A judgment that Google has directly infringed the '973 Patent, contributorily
3 infringed the '973 Patent, and/or induced the infringement of the '973 Patent;

4 5. A judgment that Google has directly infringed the '131 Patent, contributorily
5 infringed the '131 Patent, and/or induced the infringement of the '131 Patent;

6 6. A judgment that Google has directly infringed the '591 Patent, contributorily
7 infringed the '591 Patent, and/or induced the infringement of the '591 Patent;

8 7. A judgment that Google has directly infringed the '572 Patent, contributorily
9 infringed the '572 Patent, and/or induced the infringement of the '572 Patent;

10 8. A judgment that Google's infringement of the '551, '937, '298, '973, '131, '591 and
11 '572 Patents has been willful;

12 9. A ruling that this case be found to be exceptional under 35 U.S.C. § 285, and a
13 judgment awarding Rockstar Consortium and MobileStar to their attorneys' fees incurred in
14 prosecuting this action;

15 10. A judgment and order requiring Google to pay Rockstar Consortium and MobileStar
16 damages under 35 U.S.C. § 284, including supplemental damages for any continuing post-verdict
17 infringement up until entry of the final judgment, with an accounting, as needed, and treble
18 damages for willful infringement as provided by 35 U.S.C. § 284;

19 11. A judgment and order requiring Google to pay Rockstar Consortium and MobileStar
20 the costs of this action (including all disbursements);

21 12. A judgment and order requiring Google to pay Rockstar Consortium and MobileStar
22 pre-judgment and post-judgment interest on the damages awarded;

23 13. A judgment and order requiring that Rockstar Consortium and MobileStar be
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awarded a compulsory ongoing licensing fee as to Google;

14. Entry of a permanent injunction enjoining Google, and all others in active concert with Google, from further infringement of the Patents-in-Suit; and

15. Such other and further relief as the Court may deem just and proper.

