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 Consortium US LP and MobileStar
 13 Technologies LLC

14 **UNITED STATES DISTRICT COURT**
 15 **NORTHERN DISTRICT OF CALIFORNIA**
 16 **OAKLAND DIVISION**

17	Google, Inc.	)	Case No. 13-cv-5933 CW
18)	
	Plaintiff,	)	DECLARATION OF AFZAL DEAN
19	vs.	)	IN SUPPORT OF DEFENDANTS'
		)	MOTION TO DISMISS UNDER
20	Rockstar Consortium U.S. LP and	)	FED. R. CIV. P. 12(b)(2) and 12(b)(3)
	MobileStar Technologies LLC	)	FOR LACK OF PERSONAL
21		)	JURISDICTION AND IMPROPER
	Defendants.	)	VENUE AND TO DECLINE
22		)	EXERCISING JURISDICTION
23		)	UNDER THE DECLARATORY
		)	JUDGMENT ACT
24)	
		)	Date: March 13, 2014
25		)	Time: 2:00 p.m.
		)	Courtroom: TBD
26		)	Judge: Hon. Claudia Wilken
27)	

28 **DECLARATION OF AFZAL DEAN IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR LACK OF PERSONAL
 JURISDICTION AND IMPROPER VENUE AND TO DECLINE EXERCISING JURISDICTION UNDER THE DECLARATORY
 JUDGMENT ACT—Case No. 3:13-cv-5933-CW**

1 I, Afzal Dean, declare under oath as follows:

2 1. I have personal knowledge of the facts stated herein.

3 2. I am currently the President of MobileStar Technologies LLC (“MobileStar”). I have
4 held that position since the formation of MobileStar. I reside in Ottawa, Canada.

5 3. I am currently also VP of IP Licensing for Rockstar Consortium.

6 4. I am a former employee of Nortel Networks, which owned the patents-in-suit prior to
7 Rockstar. My previous positions at Nortel included Director IP Licensing—IP Law and Director
8 of Engineering.

9 5. MobileStar was incorporated in October 2013. MobileStar is a Delaware limited
10 liability corporation with a principal place of business at Legacy Town Center 1, 7160 North
11 Dallas Parkway, Suite No. 250, Plano, Texas, 75024. MobileStar is the owner of U.S. Patent
12 Nos. 6,037,937; 6,333,973; 6,463,131; 6,765,591; and 6,937,572.

13 6. MobileStar is not incorporated in California, has no place of business in California,
14 and is not licensed or authorized to do business there. MobileStar has no agent for service of
15 process in California. MobileStar has not performed services or sold products to California.
16 MobileStar has never solicited business from California. MobileStar has never signed any
17 contract in California. MobileStar has never owned real or personal property in California.
18 MobileStar has never maintained an office in California. MobileStar has never maintained any
19 records in California.

20 7. MobileStar has no personnel, employees, or agents in California.

21 8. MobileStar pays no taxes in California.

22 9. MobileStar has 3 officers (President Afzal Dean, Vice-President Chad Hilyard, and
23 Corporate Secretary Mike Dunleavy) and one board member (Director of the Board John
24

1 Veschi). None of them reside in California.

2 10. As part of my duties as President of MobileStar and Director of IP Licensing for
3 Rockstar, I conducted licensing meetings with [REDACTED] at
4 which we discussed, in part, the patents-in-suit. I had meetings with [REDACTED]
5 [REDACTED] July 16, 2012 and March 28, 2013. I also had a meeting with [REDACTED]
6 [REDACTED] on May 24, 2013 in our offices in Plano, Texas.

7
8 11. On October 31, 2013, NetStar Technologies LLC (“NetStar”), a subsidiary of
9 Rockstar, filed a patent infringement action against Google in the Eastern District of Texas
10 (“NetStar/Google Litigation”).

11 12. As a result of the NetStar/Google Litigation, Google contacted Shival Virmani,
12 President of NetStar, and requested a meeting with Rockstar and NetStar. Mr. Virmani
13 requested that the meeting be in New York, NY, Plano, Texas, or Chicago, Illinois. Google
14 however indicated that meeting in California in December would be the most convenient option
15 for Google. As part of Google’s meeting request, Google requested that the meeting include a
16 further discussion of the prior MobileStar/[REDACTED] licensing discussions (*i.e.*, those
17 that had occurred in [REDACTED] on July 16, 2012 and in Plano, Texas on March 28,
18 2013). As a direct result of Google’s request that the meeting occur in California, I attended the
19 meeting with Google in Google’s California offices on December 17, 2013 as a representative of
20 MobileStar. Prior to this meeting, the parties executed a non-disclosure agreement, which is
21 governed by Rule 408 of the Federal Rules of Evidence.
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24 13. MobileStar’s only contact with California was this single meeting with Google in
25 California, which was held at the request of Google and [REDACTED], and was conducted
26 under a non-disclosure agreement governed by Rule 408 of the Federal Rules of Evidence. At
27 the meeting, the parties did not discuss the specifics of any of the prior licensing discussions
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1 between MobileStar and [REDACTED]. Instead, the parties focused on high-level global
2 licensing issues involving Google, Rockstar, MobileStar, NetStar, and [REDACTED]

3 14. Except for this December 2013 meeting, none of MobileStar's officers or board
4 members have otherwise travelled to California on behalf of MobileStar. Except for this
5 December 2013 meeting, MobileStar has not otherwise met with, contacted, or communicated
6 with any other California entity.

7 15. Rockstar Consortium U.S. LP ("Rockstar") is the parent entity of MobileStar.
8 Rockstar is a Delaware limited partnership with a principal place of business at Legacy Town
9 Center 1, 7160 North Dallas Parkway, Suite No. 250, Plano, Texas, 75024. Rockstar is the
10 owner of U.S. Patent Nos. 5,838,551 and 6,128,298. Rockstar was previously the owner of U.S.
11 Patent Nos. 6,037,937; 6,333,973; 6,463,131; 6,765,591; and 6,937,572 before assigning them to
12 MobileStar in October 2013.
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14 16. Rockstar is not incorporated in California, has no place of business in California, and
15 is not licensed or authorized to do business there. Rockstar has no agent for service of process in
16 California. Rockstar has never signed any contract in California. Rockstar has never owned real
17 or personal property in California. Rockstar has never maintained an office in California.
18 Rockstar has never maintained any records in California.
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20 17. Rockstar's licensing contacts with other companies are limited to notifying them of
21 Rockstar's patents and negotiating non-exclusive patent licenses.

22 18. In addition to the single meeting with Google discussed above, Rockstar has met with
23 [REDACTED] in California to discuss [REDACTED]

24 19. Rockstar met with [REDACTED] in California on January 23, 2013 to discuss licensing of
25 the patents-in-suit. [REDACTED]. The California meeting location was requested
26 by [REDACTED] because the relevant [REDACTED] personnel happened to be in California at the time of
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28

1 the meeting. However, prior to meeting with [REDACTED] in California, Rockstar met with
2 [REDACTED] four times. After this January 23, 2013 meeting, Rockstar also met
3 with [REDACTED] another three times, twice in [REDACTED] and once in Plano, Texas.

4 20. Rockstar met once with [REDACTED] in California on November 2, 2012 to discuss licensing
5 of the patents-in-suit. [REDACTED] Prior to this November 2, 2012 meeting,
6 Rockstar met with [REDACTED] in [REDACTED] three times. After this November 2, 2012 meeting,
7 Rockstar met with [REDACTED] three times in [REDACTED] and once in Plano, Texas. Additionally, MobileStar
8 met once with [REDACTED] in Plano, Texas.
9

10 21. Including [REDACTED], Rockstar has met with or sent notice letters to 18
11 entities outside of California to discuss licensing of the patents-in-suit. None of these 18 entities
12 are headquartered in California.

13 22. Rockstar and MobileStar have not filed any lawsuits in California.

14 23. Rockstar and MobileStar have not engaged in extra-judicial enforcement of the
15 patents-in-suit, such as engaging third-parties in attempting to remove allegedly infringing
16 products from a trade show in California.
17

18 24. Rockstar and MobileStar have no exclusive licensees to the patents-in-suit in
19 California. MobileStar has no exclusive licensees at all. Rockstar's only exclusive licensee to
20 the patents in-suit is MobileStar which has an exclusive license within a prescribed field of use to
21 U.S. Patent Nos. 5,838,551 and 6,128,298. As mentioned above, MobileStar is based in Texas.
22

23 25. Rockstar's relationship with its non-exclusive licensees is limited to receiving royalty
24 income.

25 26. Rockstar does not exercise any control over its non-exclusive licensees' sales or
26 marketing activities.

27 27. Nortel Networks, which owned the patents-in-suit prior to Rockstar, had its historical
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1 U.S. headquarters in Richardson, Texas. For 20 years, from 1991-2011, Nortel occupied a
2 800,000 square foot campus in Richardson and employed thousands of residents in Richardson
3 and neighboring Plano. Nortel's licensing activities were headquartered out of Richardson, and
4 involved personnel from Nortel's law department responsible for patent prosecution, patent
5 licensing and litigation, many of whom now work for Rockstar. When I was at Nortel, I worked
6 frequently with Nortel employees in Richardson, and continue to work with many of the same
7 people at Rockstar. When Rockstar acquired the patents-in-suit, Rockstar also inherited the
8 Nortel law department's Richardson office space, many of Nortel's employees in Richardson
9 responsible for licensing activities, and historical Nortel files in Richardson (including many
10 files relevant to the patents-in-suit). After Nortel's Richardson campus was sold in Nortel's
11 bankruptcy proceedings, Rockstar relocated its offices and subsequently moved to the
12 neighboring town of Plano, Texas.
13

14 28. Rockstar's Plano, Texas office includes Rockstar's full-time employees who reside in
15 Texas. Rockstar's Plano office also has assigned offices for several home-based Rockstar
16 employees who travel frequently to Plano. Even though I reside and work from Rockstar's
17 Ottawa, Canada location, I travel frequently to Plano and have an assigned office in the Plano
18 office.
19

20 29. None of Rockstar's full-time or home-based employees live in California.

21 30. Rockstar pays no California taxes.

22 31. Rockstar has not held any board meetings in California.

23 32. Rockstar has not signed any license agreements in California.

24 33. Rockstar has not sold any patents to any California entities.

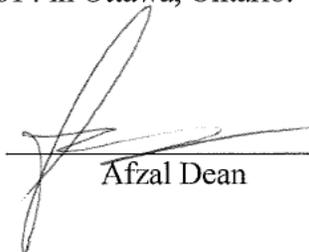
25 34. Rockstar has received licensing consulting services from Mark Wilson, an
26 independent contractor who lives in California. Mark signed a temporary, six-month consulting
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1 agreement with Rockstar effective March 11, 2013. This agreement was temporarily extended
2 through December 31, 2013. This agreement has now expired. However, Mark is currently
3 negotiating a new consulting agreement to continue providing services on a part-time basis.
4 Mark's primary responsibility was to schedule and attend meetings with prospective licensees of
5 Constellation Technologies LLC (a subsidiary of Rockstar) in the Internet, cable TV and
6 multimedia service provider industry. None of his responsibilities related to the patents-in-suit.
7 None of his responsibilities related to California and he has never contacted any California
8 entities on behalf of Rockstar. He has never met with Google, ASUS, HTC, Huawei, LG,
9 Pantech, Samsung, or ZTE on behalf of Rockstar. Mark has no authority to enter into any
10 commitment on behalf of Rockstar. Rockstar does not pay California taxes on Mark's
11 compensation.
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13 35. Rockstar's limited partners are Apple Inc., Blackberry Limited, Telefonaktiebolaget
14 LM Ericsson (publ), Microsoft Corporation and Sony (ICA IPLA Holdings Inc.). The limited
15 partners neither direct nor control Rockstar's licensing efforts in California or anywhere else.
16 Rockstar's management directs Rockstar's licensing efforts. Rockstar takes measures to ensure
17 that information about prospective licensees and negotiations does not flow to the limited
18 partners.
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Under penalty of perjury under the laws of the State of California, I declare that the foregoing is true and correct. Executed on January 23, 2014 in Ottawa, Ontario.


_____ Afzal Dean