

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MAXIM INTEGRATED PRODUCTS, INC.,)	CASE NO.:
)	JURY
Plaintiff,)	
)	COMPLAINT FOR PATENT
v.)	INFRINGEMENT
)	
GROUPON, INC.,)	DEMAND FOR JURY TRIAL
)	
Defendant.)	
)	

Maxim Integrated Products, Inc. (“Maxim”) hereby alleges for its Complaint against defendant Groupon, Inc. (“Groupon”) on personal knowledge as to its own actions and on information and belief as to the actions of others, as follows:

THE PARTIES

1. Plaintiff Maxim is a Delaware Corporation with a place of business at 120 San Gabriel Drive, Sunnyvale, California 94086.
2. Defendant Groupon is an Illinois Corporation with its principal place of business at 600 West Chicago Ave., Suite 620, Chicago, Illinois 60654.

JURISDICTION AND VENUE

3. This action arises under the patent laws of the United States, Title 35 of the United States Code.
4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).
5. This Court has personal jurisdiction over Groupon because Groupon has transacted business in Texas and in this District. Specifically, on information and belief, Groupon has offered for sale, sold, and/or advertised its products and services in

Texas, including within this District. Thus, Groupon has committed and continues to commit acts of patent infringement in Texas and this District.

6. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c), and 1400(b).

THE ASSERTED PATENTS

7. On August 17, 1999, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 5,940,510 (“the ’510 Patent”), entitled “Transfer of Valuable Information Between a Secure Module and Another Module,” to Stephen M. Curry, Donald W. Loomis, and Michael L. Bolan. A copy of the ’510 Patent is attached to the Complaint as Exhibit A.

8. On September 7, 1999, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 5,949,880 (“the ’880 Patent”), entitled “Transfer of Valuable Information Between a Secure Module and Another Module,” to Stephen M. Curry, Donald W. Loomis, and Michael L. Bolan. A copy of the ’880 Patent is attached to the Complaint as Exhibit B.

9. On August 15, 2000, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,105,013 (“the ’013 Patent”), entitled “Method, Apparatus, System, and Firmware for Secure Transactions,” to Stephen M. Curry, Donald W. Loomis, and Christopher W. Fox. A copy of the ’013 Patent is attached to the Complaint as Exhibit C.

10. On May 22, 2001, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 6,237,095 (“the ’095 Patent”), entitled “Apparatus for Transfer of Secure Information Between a Data Carrying Module and an Electronic

Device,” to Stephen M. Curry, Donald W. Loomis, and Christopher W. Fox. A copy of the ’095 Patent is attached to the Complaint as Exhibit D.

11. On September 8, 1998, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 5,805,702 (“the ’702 Patent”), entitled “Method, Apparatus, and System for Transferring Unites of Value,” to Stephen M. Curry, Donald W. Loomis, and Michael L. Bolan. A copy of the ’702 Patent is attached to the Complaint as Exhibit E.

12. Maxim is the owner of the ’510, ’880, ’013, ’095, and ’702 Patents (collectively, the “Asserted Patents”).

COUNT I
(Infringement of the ’510 Patent)

13. Maxim incorporates and realleges paragraphs 1- 12.

14. Groupon directly infringes one or more claims of the ’510 Patent (literally or under the doctrine of equivalents) by making, using, offering to sell, and/or selling products, devices, systems, and/or components of systems which embody the patented invention, including the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and the “Groupon for Windows Phone” application. Infringement arises from the use of such applications to communicate with systems operated by or on behalf of Groupon.

15. Groupon induces its customers and other third parties to infringe one or more claims of the ’510 Patent (literally or under the doctrine of equivalents) at least by providing the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and

the “Groupon for Windows Phone” application, and instructions to use these applications. Customers and other third parties infringe by using such applications to communicate with systems operated by or on behalf of Groupon. Groupon knew and/or was willfully blind that the acts it induced constituted patent infringement.

16. Groupon contributes to the infringement of the ’510 patent by selling, offering to sell, importing, and/or supplying components of the claimed subject matter of the ’510 patent, including providing the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and the “Groupon for Windows Phone” application to customers. These applications are especially made and/or especially adapted for use in infringing the ’510 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use.

17. Groupon had notice of the ’510 Patent by no later than on or about August 30, 2011.

18. Groupon has willfully infringed the ’510 Patent.

19. Groupon has committed these acts of infringement within the United States.

20. Groupon has committed these acts of infringement without license or authorization.

21. Maxim has suffered damages as a result of Groupon’s infringement of the ’510 Patent. In addition, Maxim will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Groupon, its agents,

servants, employees, representatives, and all others acting in active concert therewith from infringing the '510 Patent.

COUNT II
(Infringement of the '880 Patent)

22. Maxim incorporates and realleges paragraphs 1- 21.

23. Groupon directly infringes one or more claims of the '880 Patent (literally or under the doctrine of equivalents) by using applications which embody the patented invention, including the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application. Infringement arises from the use of such applications to communicate with systems operated by or on behalf of Groupon. Infringement is either by Groupon alone and/or in concert with customers or other third parties according to a common scheme or under the direction or control of Groupon.

24. Groupon induces its customers and other third parties to infringe one or more claims of the '880 Patent (literally or under the doctrine of equivalents) at least by providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application, and instructions to use these applications. Customers and other third parties infringe by using such applications to communicate with systems operated by or on behalf of Groupon. Groupon knew and/or was willfully blind that the acts it induced constituted patent infringement.

25. Groupon contributes to the infringement of the '880 patent by selling, offering to sell, importing, and/or supplying components of the claimed subject matter

of the '880 patent, including providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application to customers. These applications are especially made and/or especially adapted for use in infringing the '880 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use.

26. Groupon had notice of the '880 Patent by no later than on or about August 30, 2011.

27. Groupon has willfully infringed the '880 Patent.

28. Groupon has committed these acts of infringement within the United States.

29. Groupon has committed these acts of infringement without license or authorization.

30. Maxim has suffered damages as a result of Groupon's infringement of the '880 Patent. In addition, Maxim will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Groupon, its agents, servants, employees, representatives, and all others acting in active concert therewith from infringing the '880 Patent.

COUNT III
(Infringement of the '013 Patent)

31. Maxim incorporates and realleges paragraphs 1- 30.

32. Groupon directly infringes one or more claims of the '013 Patent (literally or under the doctrine of equivalents) by making, using, offering to sell, and/or selling products, devices, systems, and/or components of systems which embody the

patented invention, including the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and the “Groupon for Windows Phone” application.

Infringement arises when such applications are combined with a mobile device and/or from the use of such applications to communicate with systems operated by or on behalf of Groupon.

33. Groupon induces its customers and other third parties to infringe one or more claims of the '013 Patent (literally or under the doctrine of equivalents) at least by providing the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and the “Groupon for Windows Phone” application, and instructions to use these applications. Customers and other third parties infringe by combining such applications with a mobile device and/or using such applications to communicate with systems operated by or on behalf of Groupon. Groupon knew and/or was willfully blind that the acts it induced constituted patent infringement.

34. Groupon contributes to the infringement of the '013 patent by selling, offering to sell, importing, and/or supplying components of the claimed subject matter of the '013 patent, including providing the “Groupon for iPhone” application, the “Groupon for iPad” application, the “Groupon for Android” application, the “Groupon for Blackberry” application, and the “Groupon for Windows Phone” application to customers. These applications are especially made and/or especially adapted for use in infringing the '013 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use.

35. Groupon had notice of the '013 Patent by no later than on or about August 30, 2011.

36. Groupon has willfully infringed the '013 Patent.

37. Groupon has committed these acts of infringement within the United States.

38. Groupon has committed these acts of infringement without license or authorization.

39. Maxim has suffered damages as a result of Groupon's infringement of the '013 Patent. In addition, Maxim will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Groupon, its agents, servants, employees, representatives, and all others acting in active concert therewith from infringing the '013 Patent.

COUNT IV
(Infringement of the '095 Patent)

40. Maxim incorporates and realleges paragraphs 1- 39.

41. Groupon directly infringes one or more claims of the '095 Patent (literally or under the doctrine of equivalents) by making, using, offering to sell, and/or selling products, devices, systems, and/or components of systems which embody the patented invention, including the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application. Infringement arises when such applications are combined with a mobile device and/or from the use of such applications to communicate with systems operated by or on behalf of Groupon.

42. Groupon induces its customers and other third parties to infringe one or more claims of the '095 Patent (literally or under the doctrine of equivalents) at least by providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application, and instructions to use these applications. Customers and other third parties infringe by combining such applications with a mobile device and/or using such applications to communicate with systems operated by or on behalf of Groupon. Groupon knew and/or was willfully blind that the acts it induced constituted patent infringement.

43. Groupon contributes to the infringement of the '095 patent by selling, offering to sell, importing, and/or supplying components of the claimed subject matter of the '095 patent, including providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application to customers. These applications are especially made and/or especially adapted for use in infringing the '095 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use.

44. Groupon had notice of the '095 Patent by no later than on or about August 30, 2011.

45. Groupon has willfully infringed the '095 Patent.

46. Groupon has committed these acts of infringement within the United States.

47. Groupon has committed these acts of infringement without license or authorization.

48. Maxim has suffered damages as a result of Groupon's infringement of the '095 Patent. In addition, Maxim will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Groupon, its agents, servants, employees, representatives, and all others acting in active concert therewith from infringing the '095 Patent.

COUNT V
(Infringement of the '702 Patent)

49. Maxim incorporates and realleges paragraphs 1-48.

50. Groupon directly infringes one or more claims of the '702 Patent (literally or under the doctrine of equivalents) by making, using, offering to sell, and/or selling products, devices, systems, and/or components of systems which embody the patented invention, including the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application. Infringement arises when such applications are combined with a mobile device and/or from the use of such applications to communicate with systems operated by or on behalf of Groupon.

51. Groupon induces its customers and other third parties to infringe one or more claims of the '702 Patent (literally or under the doctrine of equivalents) at least by providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application, and instructions to use these

applications. Customers and other third parties infringe by using such applications to communicate with systems operated by or on behalf of Groupon. Groupon knew and/or was willfully blind that the acts it induced constituted patent infringement.

52. Groupon contributes to the infringement of the '702 patent by selling, offering to sell, importing, and/or supplying components of the claimed subject matter of the '702 patent, including providing the "Groupon for iPhone" application, the "Groupon for iPad" application, the "Groupon for Android" application, the "Groupon for Blackberry" application, and the "Groupon for Windows Phone" application to customers. These applications are especially made and/or especially adapted for use in infringing the '702 patent and are not a staple article or commodity of commerce suitable for substantial noninfringing use.

53. Groupon had notice of the '702 Patent by no later than on or about August 30, 2011.

54. Groupon has willfully infringed the '702 Patent.

55. Groupon has committed these acts of infringement within the United States.

56. Groupon has committed these acts of infringement without license or authorization.

57. Maxim has suffered damages as a result of Groupon's infringement of the '702 Patent. In addition, Maxim will continue to suffer severe and irreparable harm unless this Court issues a permanent injunction prohibiting Groupon, its agents, servants, employees, representatives, and all others acting in active concert therewith from infringing the '702 Patent.

PRAYER FOR RELIEF

For the above reasons, Maxim respectfully requests that this Court grant the following relief in favor of Maxim and against Groupon:

- (a) A judgment in favor of Maxim that Groupon has directly infringed (either literally or under the doctrine of equivalents) one or more claims of the Asserted Patents;
- (b) A permanent injunction enjoining Groupon and its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert or participation with Groupon, from infringing the Asserted Patents;
- (c) A judgment and order requiring Groupon to pay Maxim its damages, costs, expenses, and pre-judgment and post-judgment interest for Groupon's infringement of the Asserted Patents;
- (d) An award of treble damages for Groupon's willful infringement of the Asserted Patents;
- (e) A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding Maxim its reasonable attorney fees; and
- (f) Any and all such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Maxim demands a trial by jury of this action.

Dated: February 22, 2012

AGILITY IP LAW, LLP

By: /s/ James C. Otteson
James C. Otteson
CA Bar No. 157781 (Admitted E.D. Tex.)
Philip W. Marsh
CA Bar No. 276383 (Admitted E.D. Tex.)
Michael D.K. Nguyen
CA Bar No. 264813 (Admitted E.D. Tex.)
AGILITY IP LAW, LLP
149 Commonwealth Drive
Menlo Park, CA 94025
650-227-4800
Fax: 650-318-3483
Email: jim@agilityiplaw.com
phil@agilityiplaw.com
mnguyen@agilityiplaw.com

Co-Counsel:
Andrew W. Spangler
State Bar No. 24041960
SPANGLER LAW P.C.
208 N. Green Street, Suite 300
Longview, Texas 75601
903-753-9300
Fax: 903-553-0403
Email: spangler@spanglerlawpc.com

Of Counsel:
Michael North
NORTH WEBER & BAUGH LLP
2479 E. Bayshore Road, Suite 707
Palo Alto, CA 94303

**Attorneys for Plaintiff
Maxim Integrated Products, Inc.**