

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MSTG, INC.,)	
)	
Plaintiff,)	
)	Civil Action No.
)	
v.)	
)	
MOTOROLA, INC.,)	
SPRINT SPECTRUM, L.P.,)	
T-MOBILE USA, INC., PALM, INC.,)	
HTC CORPORATION,)	
HTC AMERICA, INC., and)	JURY TRIAL DEMANDED
SANYO NORTH AMERICA)	
CORPORATION,)	
)	
Defendants.)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff MSTG, Inc. (“MSTG”) complains of defendants, Motorola, Inc., (“Motorola”), Sprint Spectrum, L.P. (“Sprint”), T-Mobile USA, Inc. (“T-Mobile”), Palm, Inc. (“Palm”), HTC Corporation (“HTC”), HTC America, Inc. (“HTC America”), and Sanyo North America Corporation (“Sanyo”) as follows:

NATURE OF LAWSUIT

1. This is a suit for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code § 1 et seq. This Court has exclusive jurisdiction over the subject matter of this Complaint under 28 U.S.C. § 1338(a).

PARTIES AND PATENTS

2. MSTG is a South Korean corporation with a principal place of business at 201 Dongsung Building, 553-1 Dogok-dong, Gangnam-gu, Seoul, Republic of Korea. MSTG is a technology company involved in the development of mobile standard-related

technologies and the licensing of intellectual property rights associated with such technologies, including those covered by the patent rights being asserted in this lawsuit.

3. MSTG owns all right, title and interest in and has standing to sue for infringement of United States Patent No. 5,920,551, entitled “Channel Structure With Burst Pilot In Reverse Link” (“the ‘551 patent” and attached as Exhibit A), United States Patent No. 6,198,936, entitled “Method for Transmitting and Receiving Control Plane Information Using Medium Access Control Frame Structure for Transmitting User Information through an Associated Control Channel” (“the ‘936 patent” and attached as Exhibit B), and United States Patent No. 6,438,113, entitled “Method for Sharing an Associated Control Channel of Mobile Station User in Mobile Communication System” (“the ‘113 patent” and attached as Exhibit C) (collectively “the patents-in-suit”). The patents-in-suit are directed to various aspects of what is commonly known as “3G” mobile telecommunication technology.

4. The technologies and inventions claimed and described in the patents-in-suit were conceived and developed by scientists and engineers of the world-renown Electronics and Telecommunications Research Institute of the Republic of Korea (“ETRI”). ETRI was established in 1976 as a not-for-profit, government-funded research organization located in Daejeon, South Korea. It is South Korea’s biggest government-funded information and communication technology research institute, with more than 90 percent of its researchers having masters or doctoral degrees.

5. Motorola is a Delaware corporation with its principal place of business at 1303 East Algonquin Road, Schaumburg, Illinois 60196. Motorola does substantial business in this judicial district and provides the products and services accused of

infringement in this judicial district including, but not limited to, those associated with Motorola's wireless handset products sold or marketed under the names "RAZR VE20," "RAZR2 V9x," and "Q9c." Such products are or have been sold and/or offered for sale throughout this judicial district at retail outlets such as those of Sprint and Best Buy.

6. Sprint is a Delaware limited partnership with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint does substantial business in this judicial district by, among other things, operating wireless telecommunications systems and providing the wireless handset products and wireless services accused of infringement in this judicial district. Such products and services are sold and/or offered for sale at numerous Sprint stores located within this judicial district, including one such store located at 180 North LaSalle Street, Suite 103, Chicago, Illinois 60601.

7. T-Mobile is a Delaware corporation with its principal place of business at 12920 SE 38th Street, Bellevue, Washington 98006. T-Mobile does substantial business in this judicial district by, among other things, operating wireless telecommunications systems and providing the wireless handset products and wireless services accused of infringement in this judicial district. Such products and services are sold and/or offered for sale at numerous T-Mobile stores located within this judicial district, including one such store located at 9 South LaSalle Street, Chicago, Illinois 60603.

8. Palm is a Delaware corporation with its principal place of business at 950 West Maude Avenue, Sunnyvale, California 94085. Palm does substantial business in this judicial district and provides the products and services accused of infringement in

this judicial district including, but not limited to, those associated with Palm's wireless handset products sold or marketed under the names "Treo Pro," "Centro," "Pre" and "Treo 755p." Such products are or have been sold and/or offered for sale throughout this judicial district at retail outlets such as those of Sprint and Best Buy.

9. HTC is a Taiwan corporation with its principal place of business at 23 Xinghua Road, Taoyuan City, Taoyuan County 330, Taiwan, R.O.C. HTC does substantial business in this judicial district and provides the products and services accused of infringement in this judicial district including, but not limited to, those associated with HTC's wireless handset products sold or marketed under the names "Dream," "Touch," "Touch Pro," and "Touch Diamond." Such products are or have been sold and/or offered for sale throughout this judicial district at retail outlets such as those of Sprint and Best Buy.

10. HTC America is a Texas corporation with its principal place of business at 13920 SE Eastgate Way, Suite 400, Bellevue, Washington 98005. HTC America does substantial business in this judicial district and provides the products and services accused of infringement in this judicial district including, but not limited to, those associated with HTC America's wireless handset products sold or marketed under the names "Dream," "Touch," "Touch Pro," and "Touch Diamond." Such products are or have been sold and/or offered for sale throughout this judicial district at retail outlets such as those of Sprint and Best Buy.

11. Sanyo is a Delaware corporation with its principal place of business at 2055 Sanyo Avenue, San Diego, California 92154. Sanyo does substantial business in this judicial district and provides the products and services accused of infringement in

this judicial district including, but not limited to, those associated with Sanyo's wireless handset products sold or marketed under the names "Katana DLX," "Katana Eclipse," and "Katana Eclipse X." Such products are or have been sold and/or offered for sale throughout this judicial district at retail outlets such as those of Sprint and Best Buy.

12. This Court has personal jurisdiction over the defendants by virtue of their respective tortious acts of patent infringement which have been committed in the State of Illinois and in this judicial district and by virtue of their regular and systematic transaction of business in the State of Illinois.

VENUE

13. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(d) and 1400(b).

PATENT INFRINGEMENT

14. Motorola has infringed one or more of the claims of the '551 patent through, among other activities, its manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces,

technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA), CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively "Motorola 3G mobile devices"), including, but not limited to, the "RAZR VE20," "RAZR2 V9x," and "Q9c." Such acts of infringement also include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States any and all physical and/or structural components of any network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) which utilize, comply with and/or otherwise are compatible for use with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) and with which the Motorola 3G mobile devices are used, intended for use and/or are otherwise compatible (collectively "Motorola 3G mobile cellular telecommunications network components").

15. Motorola has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its

knowledge of the '551 patent, the '936 patent and the '113 patent, knowing and intentional inducement of infringement of one or more of the claims of the '551 patent, the '936 patent and the '113 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Motorola 3G mobile devices and Motorola 3G mobile cellular telecommunications network components.

16. Motorola has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, the '936 patent and the '113 patent, acts of contributory infringement of the '551 patent, the '936 patent and the '113 patent within the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Motorola 3G mobile devices and Motorola 3G mobile cellular telecommunications network components.

17. Sprint has infringed one or more of the claims of the '551 patent, the '936 patent and the '113 patent through, among other activities, its manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent, '936 patent, and '113 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile

cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces, technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA), CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively "Sprint 3G mobile devices"), including, but not limited to mobile devices sold by the other defendants, such as the Sanyo "Katana Eclipse X," HTC "Touch Pro," Palm "Treo Pro," and Palm "Centro." Such acts of infringement also include making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) owned, managed, operated, monitored, tested, serviced, controlled and/or otherwise used by Sprint with which the Sprint 3G mobile devices are used, intended for use and/or are otherwise compatible, including, without limitations, any and all physical and/or structural components of the

network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) that are owned, managed, operated, monitored, controlled, serviced, tested, leased and/or otherwise used by Sprint (collectively “Sprint 3G mobile cellular telecommunications network(s)”). Sprint’s acts of infringement also include allowing, authorizing or otherwise providing capability and/or access for mobile device users to use any Sprint 3G mobile cellular telecommunications network with a 3G mobile device.

18. Sprint has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the ‘551 patent, knowing and intentional inducement of infringement of one or more of the claims of the ‘551 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Sprint 3G mobile devices; making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any of the above-referenced Sprint 3G mobile cellular telecommunications networks; and allowing, authorizing or otherwise providing capability and/or access for mobile device users to use any Sprint 3G mobile cellular telecommunications network with a 3G mobile device.

19. Sprint has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the ‘551 patent, acts of contributory infringement of the ‘551 patent within

the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Sprint 3G mobile devices; making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any of the above-referenced Sprint 3G mobile cellular telecommunications networks; and allowing, authorizing or otherwise providing capability and/or access for mobile device users to use any Sprint 3G mobile cellular telecommunications network with a 3G mobile device.

20. T-Mobile has infringed one or more of the claims of the '551 patent, the '936 patent and the '113 patent through, among other activities, its manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent, '936 patent, and '113 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces, technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA), CDMA2000 EV-DO,

CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively “T-Mobile 3G mobile devices”), including, but not limited to, the Sony Ericsson “TM506” and T-Mobile “G1.” Such acts of infringement also include making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) owned, managed, operated, monitored, tested, serviced, controlled and/or otherwise used by T-Mobile with which the T-Mobile 3G mobile devices are used, intended for use and/or are otherwise compatible, including, without limitations, any and all physical and/or structural components of the network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) that are owned, managed, operated, monitored, controlled, serviced, tested, leased and/or otherwise used by T-Mobile (collectively “T-Mobile 3G mobile cellular telecommunications network(s)”). T-Mobile’s acts of infringement also include allowing, authorizing or otherwise providing capability and/or access for mobile device users to use any T-Mobile 3G mobile cellular

telecommunications network with a 3G mobile device.

21. T-Mobile has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, knowing and intentional inducement of infringement of one or more of the claims of the '551 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced T-Mobile 3G mobile devices; making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any of the above-referenced T-Mobile 3G mobile cellular telecommunications networks; and allowing, authorizing or otherwise providing capability and/or access for mobile device users to use any T-Mobile 3G mobile cellular telecommunications network with a 3G mobile device.

22. T-Mobile has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, acts of contributory infringement of the '551 patent within the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced T-Mobile 3G mobile devices; making, using, testing, configuring, offering, marketing, providing, selling and offering to sell systems, products and services in connection with any of the above-referenced T-Mobile 3G mobile cellular telecommunications networks; and allowing, authorizing or otherwise providing capability and/or access for mobile

device users to use any T-Mobile 3G mobile cellular telecommunications network with a 3G mobile device.

23. Palm has infringed one or more of the claims of the '551 patent through, among other activities, its manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces, technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA), CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively "Palm 3G mobile devices"), including, but not limited to, the "Centro," "Treo Pro," "Pre" and "Treo 755p." Such acts of infringement also include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States any and all

physical and/or structural components of any network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) which utilize, comply with and/or otherwise are compatible for use with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) and with which the Palm 3G mobile devices are used, intended for use and/or are otherwise compatible (collectively “Palm 3G mobile cellular telecommunications network components”).

24. Palm has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the ‘551 patent, the ‘936 patent and the ‘113 patent, knowing and intentional inducement of infringement of one or more of the claims of the ‘551 patent, the ‘936 patent and the ‘113 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Palm 3G mobile devices and Palm 3G mobile cellular telecommunications network components.

25. Palm has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the ‘551 patent, the ‘936 patent and the ‘113 patent, acts of contributory

infringement of the '551 patent, the '936 patent and the '113 patent within the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Palm 3G mobile devices and Palm 3G mobile cellular telecommunications network components.

26. HTC and HTC America have infringed one or more of the claims of the '551 patent through, among other activities, their manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces, technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA), CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively "HTC 3G mobile devices"), including, but not limited to,

the “Dream,” “Touch,” “Touch Diamond,” and “Touch Pro.” Such acts of infringement also include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States any and all physical and/or structural components of any network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) which utilize, comply with and/or otherwise are compatible for use with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) and with which the HTC 3G mobile devices are used, intended for use and/or are otherwise compatible (collectively “HTC 3G mobile cellular telecommunications network components”).

27. HTC and HTC America have also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the ‘551 patent, the ‘936 patent and the ‘113 patent, knowing and intentional inducement of infringement of one or more of the claims of the ‘551 patent, the ‘936 patent and the ‘113 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced HTC 3G mobile

devices and HTC 3G mobile cellular telecommunications network components.

28. HTC and HTC America have also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, the '936 patent and the '113 patent, acts of contributory infringement of the '551 patent, the '936 patent and the '113 patent within the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced HTC 3G mobile devices and HTC 3G mobile cellular telecommunications network components.

29. Sanyo has infringed one or more of the claims of the '551 patent through, among other activities, its manufacture, use, importation, sale and/or offer for sale of products, services and technology employing the inventions of one or more of the claims of the '551 patent in the United States within the meaning of 35 U.S.C. § 271(a). Such acts of infringement include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States "3G" or Third Generation mobile technology compliant or capable mobile cellular devices (including, without limitation, mobile phones, handsets, smartphones, personal digital assistants, and/or broadband wireless data cards) which utilize, comply with and/or otherwise are compatible for use with one or more of the following mobile cellular telecommunications network interfaces, technologies or protocols: Universal Mobile Telecommunications System (UMTS), Wideband Code Division Multiple Access (W-CDMA), High-Speed Downlink Packet Access (HSDPA),

CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x, CDMA2000 EV-DV, and any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom (collectively "Sanyo 3G mobile devices"), including, but not limited to, the "Katana Eclipse X," "Katana Eclipse," and "Katana DLX." Such acts of infringement also include making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States any and all physical and/or structural components of any network (such as base transceiver systems, base station controllers, base station subsystems, Node Bs, mobile switching centers, radio network controllers and radio network subsystems) which utilize, comply with and/or otherwise are compatible for use with any UMTS, W-CDMA, HSDPA, CDMA2000 EV-DO, CDMA2000 EV-DO Rev. 0, CDMA2000 EV-DO Rev. A, CDMA2000 EV-DO Rev. B, CDMA2000 3x or CDMA2000 EV-DV based mobile cellular telecommunications network (including any revisions and/or subsequent network interfaces, protocols or technologies which are backward compatible with the identified network interfaces, protocols and technologies or derived therefrom) and with which the Sanyo 3G mobile devices are used, intended for use and/or are otherwise compatible (collectively "Sanyo 3G mobile cellular telecommunications network components").

30. Sanyo has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, the '936 patent and the '113 patent, knowing and intentional inducement of infringement of one or more of the claims of the '551 patent,

the '936 patent and the '113 patent by others within the meaning of 35 U.S.C. § 271(b) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Sanyo 3G mobile devices and Sanyo 3G mobile cellular telecommunications network components.

31. Sanyo has also committed and, unless enjoined by this Court or ceased upon filing of this Complaint, will continue to commit acts that constitute, with its knowledge of the '551 patent, the '936 patent and the '113 patent, acts of contributory infringement of the '551 patent, the '936 patent and the '113 patent within the meaning of 35 U.S.C. § 271(c) through, among other things, its acts of making, using, marketing, distributing, providing, testing, configuring, selling and/or offering to sell in the United States and importing into the United States the above-referenced Sanyo 3G mobile devices and Sanyo 3G mobile cellular telecommunications network components.

32. The acts of infringement of the patents-in-suit by each of the defendants have injured MSTG, and MSTG is entitled to recover damages adequate to compensate it for such infringement from each defendant, but, in no event, less than a reasonable royalty.

33. The acts of infringement of the patents-in-suit by each of the defendants have injured and will continue to injure MSTG, including its ability to license its patents, unless and until this Court enters an injunction prohibiting further acts of infringement and, specifically, enjoining further use, offers for sale and/or sale of the accused products and services of each of the defendants that are covered by the claims of the patents-in-suit.

NOTICE, KNOWLEDGE, AND WILLFULNESS

34. MSTG has complied with all applicable provisions of 35 U.S.C. § 287 regarding marking and notice of the patents-in-suit.

35. Motorola's infringement has occurred with knowledge of the patents-in-suit and willfully and deliberately in violation of 35 U.S.C. § 284. For example, Motorola was given actual notice of the patents-in-suit on or about July 11, 2008, July 24, 2008 and October 23, 2008 when MSTG provided Motorola with actual notice of the MSTG patents to Motorola and informed Motorola of MSTG's belief that Motorola was infringing one or more of the MSTG patents. Motorola has failed to adequately respond to MSTG's allegations of infringement and, upon information and belief, has not taken necessary steps to avoid infringement. Instead, Motorola has continued to infringe the patents-in-suit, in an objectively reckless manner, with complete disregard of MSTG's rights in the patents-in-suit.

36. Sprint's infringement has occurred with knowledge of the patents-in-suit and willfully and deliberately in violation of 35 U.S.C. § 284. For example, Sprint was given actual notice of the patents-in-suit on or about October 1, 2008, when MSTG sent a package of materials regarding the MSTG patents to Sprint informing Sprint of MSTG's belief that Sprint and HTC were infringing one or more of the MSTG patents. Sprint has failed to adequately respond to MSTG's allegations of infringement and, upon information and belief, has not taken necessary steps to avoid infringement. Instead, Sprint has continued to infringe the patents-in-suit, in an objectively reckless manner, with complete disregard of MSTG's rights in the patents-in-suit.

37. HTC's and HTC America's infringement has occurred with knowledge of

the patents-in-suit and willfully and deliberately in violation of 35 U.S.C. § 284. For example, upon information and belief, HTC and HTC America were given actual notice of the patents-in-suit on or shortly after October 1, 2008, when MSTG sent a package of materials regarding the MSTG patents to Sprint informing Sprint of MSTG's belief that Sprint and HTC were infringing one or more of the MSTG patents by, among other things, selling HTC-supplied handsets and instructing Sprint to notify HTC of MSTG's patents. HTC and HTC America have failed to adequately respond to MSTG's allegations of infringement and, upon information and belief, have not taken necessary steps to avoid infringement. Instead, HTC and HTC America have continued to infringe the patents-in-suit, in an objectively reckless manner, with complete disregard of MSTG's rights in the patents-in-suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, MSTG, asks this Court to enter judgment against each of the defendants and against their respective subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with the defendants, granting the following relief:

A. An award of damages adequate to compensate MSTG for the infringement that has occurred, together with prejudgment interest from the date infringement of the patents-in-suit began;

B. An award to MSTG of all remedies available under 35 U.S.C. §§ 284 and 285;

C. A permanent injunction prohibiting further infringement, inducement and contributory infringement of the patents-in-suit; and,

D. Such other and further relief as this Court or a jury may deem proper and just.

JURY DEMAND

MSTG requests a trial by jury on all issues so triable.

Dated: June 18, 2009

/s/ Christopher J. Lee

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