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16 Attorneys for Plaintiff
17 UNWIRED PLANET LLC

18 UNITED STATES DISTRICT COURT
19 DISTRICT OF NEVADA
20 RENO DIVISION

21 UNWIRED PLANET LLC, a Nevada
22 limited liability company,
23 Plaintiff,
24 vs.
25 SQUARE, INC., a Delaware corporation,
26 Defendant.

CIVIL ACTION NO.

COMPLAINT FOR PATENT
INFRINGEMENT

(JURY DEMAND)

1 Complaint, except at otherwise noted.

2 6. Defendant Square is a corporation organized under the laws of Delaware with its
3 principal place of business at 110 5th Street, San Francisco, California 94103.

4 **BACKGROUND**

5 7. Unwired Planet, founded in 1994, is widely regarded as a pioneer of the mobile
6 internet. Unwired Planet invented many of the fundamental technologies that allowed mobile
7 devices to connect to the internet in meaningful ways.

8 8. Unwired Planet was founded with the vision of bringing the “internet-in-your-
9 pocket” to the world. For example, Unwired Planet was the first to put an internet browser into a
10 phone, signing a deal with AT&T in 1996 through its predecessor company, Libris.

11 9. In 1997, Unwired Planet began pushing for a worldwide standard for mobile
12 internet access by teaming up with some of the leading global handset manufacturers to found the
13 WAP Forum. The purpose of the WAP Forum was to develop a standard worldwide wireless
14 internet technology so that content providers could use existing content when creating mobile
15 services. By 1999, over 150 wireless companies were integrating the WAP standard into their
16 products, covering approximately 95% of the world market for cellular handsets. By 2001 the
17 WAP Forum had grown to more than 500 members.

18 10. Unwired Planet issued an initial public stock offering in 1999, changing its name
19 to Phone.com to reflect the company’s emphasis on providing internet to wireless devices through
20 its browser software and developer tools. These products included Up.Mail (which delivered
21 email to wireless telephones), Up.Organizer (a personal information management application),
22 Up.Web (which allowed subscribers to manage and configure the other programs from their PCs),
23 Up.Browser (a wireless phone browser), and Up.Smart (a PDA software application for wireless
24 phones), among others. By August 1999, 31 network operators across the globe had licensed
25 Phone.com’s software. Phone.com flourished, providing its access software to companies around
26 the globe. USA Today called Phone.com “the linchpin for the wireless internet” in a July 2000
27 article, stating that Phone.com’s software touched approximately 80 percent of Web-enabled
28 phones at the time.

1 11. In 2000, Phone.com merged with Software.com to form Openwave Systems Inc.,
2 the predecessor to the current-day Unwired Planet, in a \$6.4 billion merger. Openwave continued
3 to grow and innovate. By mid-2001, about 97 percent of internet-ready mobile phones in the
4 United States and approximately 75 percent overseas used an Openwave browser. By July 2001
5 Openwave had increased in size to approximately 2,200 employees worldwide, and the company
6 earned revenues of over \$465 million for fiscal year 2001.

7 12. Through its innovation and technological leadership, Openwave amassed a patent
8 portfolio comprising over 200 patents. Many of these patents disclose and protect the
9 foundational aspects of today’s most widely-used mobile technologies, such as mobile internet,
10 location-based services, and e-commerce applications. These patents are now assigned to
11 Plaintiff.

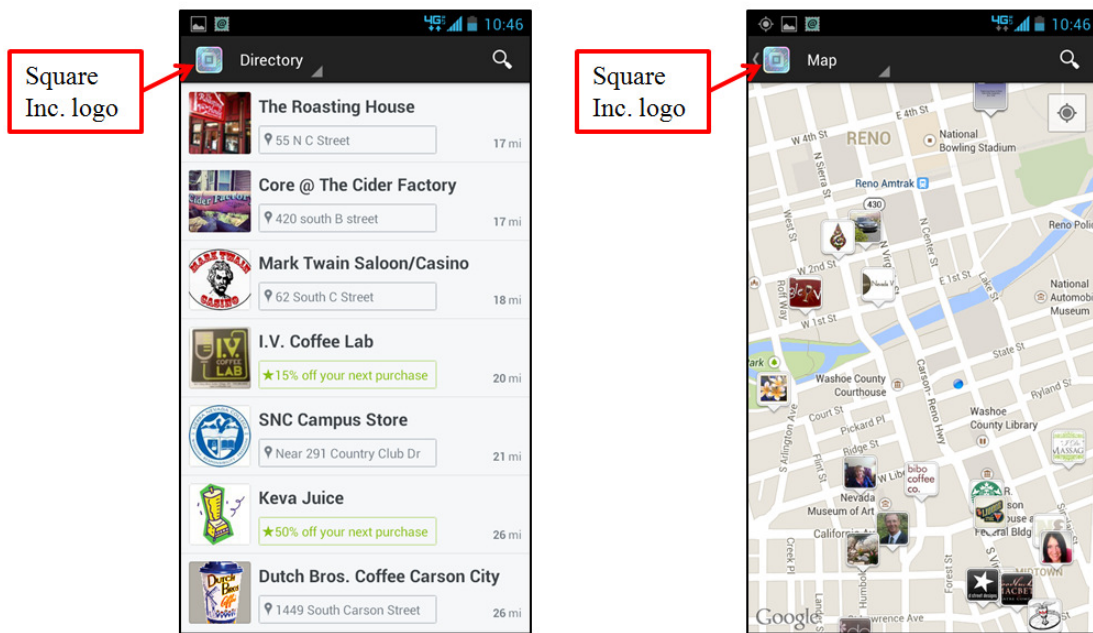
12 13. Unfortunately, merely having patents did not protect Openwave from infringing
13 competition. As Openwave’s revenues and market share fell, it was forced to downsize its own
14 employees. In April 2012 Openwave sold its product businesses, but retained the patents it had
15 been awarded. After selling off its product businesses, Openwave changed its name back to
16 Unwired Planet. Unwired Planet retained its patents, representing almost two decades of
17 investment, allowing the company to focus its efforts on licensing its fundamental patent portfolio
18 to the companies whose infringement put it out of the software and service businesses. Today,
19 Plaintiff Unwired Planet LLC owns the patents-in-suit and over 2400 additional patent assets.

THE PATENTS IN SUIT

21 14. United States Letters Patent No. 7,711,100 (“the 100 Patent”), entitled “System
22 and Method for Controlling Financial Transactions Over a Wireless Network” was duly and
23 legally issued to inventor Charles L. Dennis on May 4, 2010. Plaintiff owns by assignment the
24 entire right, title, and interest in the 100 Patent, and is entitled to sue for past and future
25 infringement. A true and correct copy of the 100 Patent is attached hereto as Exhibit A and
26 incorporated by reference herein. A true and correct copy of the 100 Patent Assignment Abstract
27 of Title from the United States Patent and Trademark Office (“USPTO”) database is attached
28 hereto as Exhibit D.

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Screenshots of Square’s Wallet mobile application being utilized in Reno, Nevada are below. The Square logo is clearly visible in the top left corner of each image.



20. Square indirectly infringes one or more claims of each of the Asserted Patents under 35 U.S.C. § 271(b). Square has induced and continues to induce its customers and/or users of the Accused Products and services above to infringe one or more claims of the Asserted

1 Patents above. Square specifically intends for its customers and/or users of the Accused Products
2 and Services above to infringe one or more claims of the Asserted Patents above in the United
3 States because on information and belief, Square knew of the Asserted Patents and designed the
4 Accused Products and Services such that they would each infringe one or more claims of each of
5 the Asserted Patents if made, used, sold, offered for sale or imported into the United States, and
6 Square knows that the customers and/or users of the Accused Products and Services will directly
7 infringe one or more claims of the Asserted Patents when those customers and/or users make, use,
8 sell, offer to sell, and/or import into the United States, the Accused Products and Services. In
9 addition, Square has failed to redesign the Accused Products and Services to cease infringement.

10 21. Square indirectly infringes one or more claims of the Asserted Patents by
11 contributory infringement under 35 U.S.C. § 271(c). Square has contributed to and continues to
12 contribute to the direct infringement of one or more claims of the Asserted Patents by customers
13 and/or users of the Accused Products and Services. Upon information and belief, Square knew of
14 the Asserted Patents. Square has sold, offered to sell, and/or imported in and into the United
15 States the Accused Products, which Square has known to be especially made or adapted for use in
16 infringing the Asserted Patents and which have no substantial non-infringing uses. Square
17 designed the Accused Products and Services such that they would infringe one or more claims of
18 the Accused Patents if made, used, sold, offered for sale or imported into the United States. The
19 accused technology has no substantial use that does not infringe one or more claims of the
20 Asserted Patents.

21 22. Square's acts of direct, contributory and induced infringement have caused
22 damage to Plaintiff, and Plaintiff is entitled to recover compensatory damages sustained as a
23 result of Square's wrongful acts. Unless enjoined by this Court, Square will continue to infringe
24 the Asserted Patents, continue to damage Plaintiff and cause irreparable harm.

25 23. Upon information and belief, Square has known about each of the Asserted
26 Patents. Moreover, Square lacks justifiable belief that there is no infringement, or that the
27 infringed claims are invalid, and has acted with objective recklessness in its infringing activity.
28 Square's infringement is therefore willful, and Plaintiff is entitled to an award of exemplary

1 damages, attorneys' fees, and costs in bringing this action.

2 **DEMAND FOR JURY TRIAL**

3 24. Plaintiff hereby demands a jury for all issue so triable.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in their favor
6 and grant the following relief:

- 7 A. Adjudge that Square infringes the Asserted Patents;
- 8 B. Adjudge that Square's infringement of the Asserted Patents was willful, and that
9 Square's continued infringement of the Asserted patents is willful;
- 10 C. Award Plaintiff damages in an amount adequate to compensate it for Square's
11 infringement of the Asserted Patents, but in no event less than a reasonable royalty
12 under 35 U.S.C. § 284;
- 13 D. Award enhanced damages by reason of Square's willful infringement of the
14 Asserted Patents, pursuant to 35 U.S.C. § 284;
- 15 E. Award Plaintiff pre-judgment and post-judgment interest to the full extent allowed
16 under the law, as well as its costs;
- 17 F. Enter an order finding that this is an exceptional case and awarding Plaintiff its
18 reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
- 19 G. Enter an injunction enjoining Square, and all others in active concert with Square
20 from further infringement of the Asserted Patents;
- 21 H. Award an accounting for damages;
- 22 I. Award a future compulsory royalty in the event full injunctive relief is not
23 awarded as requested; and
- 24 J. Award such other relief as the Court may deem appropriate and just under the
25 circumstances.
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Dated: October 21, 2013

Respectfully submitted,

By /s/ Matthew D. Francis

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(*) will comply with LR IA 10-2 within 45 days

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