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16	Attorneys for Plaintiff			
17	UNWIRED PLANET LLC			
18				
19		DISTRICT COURT		
20	DISTRICT	OF NEVADA		
21	RENO DIVISION			
	UNWIRED PLANET LLC, a Nevada	CIVIL ACTION NO.		
22	limited liability company,			
23	Plaintiff,	COMPLAINT FOR PATENT		
24				
25	SQUARE, INC., a Delaware corporation, (JURY DEMAND)			
26	Defendant.			
27	7			
28				
Morgan, Lewis & Bockius LLP		1 COMPLAINT FOR PA		
Attorneys at Law Palo Alto	DB2/ 24432801 3	1 INFRINGEN		

1	1. Plaintiff Unwired Planet LLC ("Plaintiff") files this Original Complaint for Patent		
2	Infringement against Square, Inc. ("Square" or "Defendant"), and alleges as follows:		
3	JURISDICTION		
4	2. This is an action arising under the patent laws of the United States, 35 U.S.C.		
5	§ 101 <i>et seq</i> . This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).		
6	<u>VENUE</u>		
7	3. This Court has personal jurisdiction over the Defendant Square. Square has		
8	conducted and does conduct business within the State of Nevada. Square, directly or through		
9	subsidiaries or intermediaries (including distributors, retailers, and others), ships, distributes,		
10	offers for sale, sells, and advertises (including the provision of an interactive web page) its		
11	products and/or services in the United States, the State of Nevada, and the District of Nevada.		
12	Square, directly and through subsidiaries or intermediaries (including distributors, retailers, and		
13	others), has purposefully and voluntarily placed one or more of its infringing products and/or		
14	services, as described below, into the stream of commerce with the expectation that they will be		
15	purchased and/or used by consumers in the District of Nevada. These infringing products and/or		
16	services have been and continue to be purchased and/or used by consumers in the District of		
17	Nevada. Square has committed acts of patent infringement within the State and District of		
18	Nevada.		
19	4. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c) and (d) and		
20	1400(b). A substantial part of the events giving rise to Plaintiff's claims occurred in the District		
21	of Nevada and Square is subject to personal jurisdiction in the district.		
22	PARTIES		
23	5. Plaintiff Unwired Planet LLC is a Nevada entity having a principal place of		
24	business at 170 South Virginia Street, Suite 201, Reno, Nevada 89501. Unwired Planet LLC is a		
25	subsidiary of Unwired Planet, Inc. Unwired Planet LLC currently has seven full-time employees		
26	resident in its Reno offices and eight other employees resident there that work for both Unwired		
27	Planet LLC and Unwired Planet, Inc. To avoid confusion, we will refer to Plaintiff Unwired		
28 Morgan, Lewis &	Planet LLC as "Plaintiff" and Unwired Planet, Inc. as "Unwired Planet" throughout this		
BOCKIUS LLP Attorneys at Law Palo Alto	2 COMPLAINT FOR PATENT INFRINGEMENT		

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.		
5 & v	3 COMPLAINT FOR PATENT		

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

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

20

## 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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1	15. United States Letters Patent No. 7,376,433 ("the 433 Patent"), entitled "Subscriber		
2	Delivered Location-Based Services" was duly and legally issued to inventor David Hose on May		
3	20, 2008. Plaintiff owns by assignment the entire right, title, and interest in the 433 Patent, and is		
4	entitled to sue for past and future infringement. A true and correct copy of the 433 Patent is		
5	attached hereto as Exhibit B and incorporated by reference herein. A true and correct copy of the		
6	433 Patent Assignment Abstract of Title from the USPTO database is attached hereto as Exhibit		
7	E.		
8	16. United States Letters Patent No. 8,275,359 ("the 359 Patent"), entitled "Wireless		
9	User Based Notification System" was duly and legally issued to inventor Mark Drennan on		
10	September 25, 2012. Plaintiff owns by assignment the entire right, title, and interest in the 359		
11	Patent, and is entitled to sue for past and future infringement. A true and correct copy of the 359		
12	Patent is attached hereto as Exhibit C and incorporated by reference herein. A true and correct		
13	copy of the 359 Patent Assignment Abstract of Title from the USPTO database is attached hereto		
14	as Exhibit F.		
15	17. The 100, 433 and 359 Patents (collectively, the Asserted Patents) cover inventions		
16	relating to wireless devices, management of wireless devices, management of messages and data		
17	for wireless devices, and location services.		
18	CLAIM FOR PATENT INFRINGEMENT		
19	18. Plaintiff repeats and realleges the allegations in paragraphs 1-17 as though fully set		
20	forth herein.		
21	19. Square directly infringes one or more claims of each of the Asserted Patents under		
22	35 U.S.C. § 271. Square is making, using, selling, offering for sale, exporting, and/or importing		
23	Accused Products and Services which infringe one or more claims of each of the Asserted		
24	Patents, as set forth in the table below. Further discovery may reveal additional infringing		
25	products and/or models.		
26			
27			
28 Morgan, Lewis &			
BOCKIUS LLP Attorneys at Law Palo Alto	5 COMPLAINT FOR PATENT INFRINGEMENT		

DB2/ 24432801.3

1 2	Asserted Patents	Accused Products and Services	
3	7,711,100	Mobile App Systems and/or Services (including Square Wallet and Location Services including Local Search), Servers (including servers supporting the aforemention Systems and/or Services), and Mobile Devices (including mobile phones, tablets and music players with the iOS operating system (iPhones, iPads, and iPods) and the Android operating system).	
5 7 3	7,376,433	Mobile App Systems and/or Services (including Square Wallet and Location Services including Local Search), Servers (including servers supporting the aforemention Systems and/or Services), and Mobile Devices (including mobile phones, tablets and music players with the iOS operating system (iPhones, iPads, and iPods) and the Android operating system).	
	8,275,359	Mobile App Systems and/or Services (including Square Wallet, Square Register, and Location Services including Local Search), Servers (including servers supporting the aforementioned Systems and/or Services), and Mobile Devices (including mobile phones, tablets, and music players with the iOS operating system (iPhones, iPads, and iPods) and the Android operating system).	
2	Screenshots of Square's Wallet mobile application being utilized in Reno, Nevada are		
	below. The S	Square logo is clearly visible in the top left corner of each image.	
	Square Inc. logo	Directory The Roasting House P 55 N C Street Trmi Core @ The Cider Factory Reno Amtrak P	
		• 420 south B street     17 mi	
		Mark Twain Saloon/Casino     National       P 62 South C Street     18 mi	
		I.V. Coffee Lab	
		SNC Campus Store	
		• Near 291 Country Club Dr     21 mi       • Keva Juice     • Keva Juice	
		Museum of Art Subset California and Subset Toward Bidg	
		P 1449 South Carson Street     26 mi	
	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		
		COMPLAINT FOR PATE	
$\ _{\mathbf{T}}$	DB2/ 24432801.3	6 COMPLAINT FOR PATE	

1 Patents above. Square specifically intends for its customers and/or users of the Accused Products and Services above to infringe one or more claims of the Asserted Patents above in the United 2 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

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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	А.	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.	
26			
27			
28 Morgan, Lewis &			
BOCKIUS LLP Attorneys at Law Palo Alto	DB2/24432801.3	8 COMPLAINT FOR PATENT INFRINGEMENT	

1	Dated: October 21, 2013	Respectfully submitted,
2		
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18		(*) will comply with LR IA 10-2 within 45 days
19		Attorneys for Plaintiff UNWIRED PLANET LLC
20		UNWIKED PLANET LLC
21		
22		
23		
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MORGAN, LEWIS & BOCKIUS LLP Attorneys at Law Palo Alto	DB2/ 24432801.3	9 COMPLAINT FOR PATENT INFRINGEMENT