

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(San Francisco Division)

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305 McGaffigan Mill Road)
Boulder Creek, California 95006)

And)

MICHAEL E. MCNEIL, In Pro Se)
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PLAINTIFFS,)

vs.)

Microsemi Inc; US Government -)
POTUS, the State of California,)
Governor Brown, The IETF and)
the Internet Society, Apple Inc,)
Cisco Inc, eBay Inc. Paypal Inc,)
Google Inc, Juniper Networks,)
Microsoft Corp, NetFlix Inc,)
Oracle Inc, Mark Hastings, Erik)
Van Der Kaay, and Thales Group)
as UNSERVED DOES)

Defendants.

CASE NO. 3:14-CV-03629-
WHA

JUDGE William H Alsup,
Courtroom 8, 15th Floor USDC
San Francisco

SECOND AMENDED
COMPLAINT FOR
INJUNCTIVE AND
DECLARATIVE RELIEF

**Jury Demand Endorsed
Hereon**

TABLE OF CONTENTS

UNITED STATES DISTRICT COURT 1

NORTHERN DISTRICT OF CALIFORNIA 1

(San Francisco Division)..... 1

TABLE OF CONTENTS..... 2

Second Amended Complaint 9

 The content of this, the Second Amended Complaint (PageCount) 10

 Memorandum of Points and Authorities already inside the SAC..... 11

 PRO-SE Style - Our Open Apology to the Court 11

 Exhibits for this Second Amended Complaint..... 12

Definitions..... 12

 Plaintiffs 12

 Defendants 12

 MICROSEMI (and its operating divisions, resellers and partners) 12

 MICROSEMI Defendant Symmetricom, Inc. 13

 MICROSEMI Resellers AMANO and CISCO..... 13

 MICROSEMI Defendant Digital Delivery Inc 13

 MICROSEMI Defendant BANCORP Division..... 14

 MICROSEMI Digital Delivery Inc - President Mark Hastings..... 14

 MICROSEMI Defendant CEO ERIK VAN DER KAAY 14

 MICROSEMI Partner - The Thales Group..... 15

 Defendant "United States Government" 15

Defendant State of California - Governor Brown" 16

Defendant Internet Engineering Task Force ("IETF")..... 16

Industry (IETF Member) Defendants and MICROSEMI Partners..... 16

Defendant Apple Inc 17

Defendant Cisco Inc..... 17

Defendants eBay Inc & Paypal Inc and Defendant Netflix Inc 17

EBAY/PAYPAL Sales and acceptance of Negotiating BITCOIN
as an infringement..... 18

Defendant Google 18

Defendant Juniper Networks Inc 19

Defendant Microsoft Corporation..... 19

Defendant Oracle Corp 20

BACKGROUND 21

Scope of the Damages..... 22

PLAINTIFFS' Contracting for Patent Filing Services 23

MICROSEMI extorts and then withholds Settlement Agreement for 12
years 24

MICROSEMI and its Agents - Amano and Cisco 24

ONGOING OFFENSE DOCTRINE 25

The Impact on TRADE AND COMMERCE Of these Alleged Frauds. 26

The War between Apple and its Competitors - all about stopping Apple's
IP from migrating - at any cost. 27

The alleged UNLAWFUL AGREEMENT 28

Continuing Saga of Antitrust in Silicon Valley : Unlawful Agreement to
manipulate the markets and control the flow of Intellectual Properties
between companies. 28

IETF's alleged Patent-Fraud Actions directly affect US PUBLIC TRADE AND
COMMERCE..... 30

Why is US6370629 a threat to those defendants? 31

Related Cases before the US District Court..... 31

This Case Raises 3 Unique and Novel Questions of Constitutional Law 32

 Constitutional Law Question One - Does the inclusion of a PATENT
 PROTECTED set of controls in a COMPUTER PROGRAM protected
 under the Copyright Act entitle the PATENT OWNERS to COPYRIGHT
 ACT PROTECTIONS (PERFORMANCE RIGHTS, Duty to Account,
 etc) against the execution of that PROGRAM??? 33

 Constitutional Law Question Two - Is the US and State AG Discretionary
 Standing eliminated by Ratification of the NAFTA, TRIPS and PCT
 agreements 34

 Constitutional Law Question Three- Administration's alleged use of a NSL or
 other instrument and/or FISA to interfere with PLAINTIFFS' access to
 counsel 35

Jurisdiction..... 35

Venue 36

Timeliness..... 37

 CONTINUOUS OFFENSE DOCTRINE VIOLATION 37

 Continuous Offense Claim and Jurisdiction/Venue..... 37

PLAINTIFFS' Standing 38

 Either Document - Co-Inventor Agreement or Settlement gives PLAINTIFFS
 Standing to Sue and enforce against third parties 39

 PLAINTIFFS are finally able to ask the Question - Is this Settlement even legally
 enforceable or it is void based on the Talbot Precedent?..... 40

 PLAINTIFFS' Enforcement Rights exist in both the Co-Inventor Agreement and
 the Settlement..... 41

 PLAINTIFFS' Noticing of MICROSEMI as to who Infringers are and how under
 the NDA creates a PLAINTIFFS ONLY ENFORCEMENT MODEL 41

 The IETF's unauthorized use created a unique PERFORMANCE RIGHT
 against the execution of Programs derived from PLAINTIFFS'
 PHASE-II Controls. 43

Plausibility factor (Ok it sounded Looney originally but...) 43

MICROSEMI..... 45

 MICROSEMI Tortuous Interference claim(s) 45

 MICROSEMI Fraud Allegations 45

 MICROSEMI: SHERMAN ACT Section Two Violations: 46

 First Sherman Act Section-Two Violation 46

 Second Section-Two Violation 48

 Third Section-Two Violation 48

 Fourth Section-Two Violation 49

COUNTS..... 49

 Notice of Potential for Request to either further clarify complaints or add new fraud and an additional SOX406 related claim..... 50

 COUNT 1 - MICROSEMI: Infringement of PLAINTIFFS' PHASE-II Technology; Fraud; Sherman Act § 1 and § 2 Violation; Clayton Act § 4, Operating a Hub and Spoke /Horizontal Conspiracy to restrain trade in violation of § 1 of the Sherman Act, Tortuous Interference 51

 Microsemi uses infringing technologies in its sale of non-licensed equipment including its TIMESYNC system 51

 US6370629 unauthorized filings and related abandonment's 52

 Microsemi TTI Contract Violation 52

 COUNT 2 - Microsoft: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 55

 No Microsoft uses which do not infringe on PLAINTIFFS' US6370629 protected PHASE-II IP Rights. 55

 COUNT 3 Google: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 56

 No Non-infringing uses of named Google Products..... 57

 COUNT 4 Apple: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 57

 There are no non-infringing uses of these Apple Products..... 58

COUNT 5 - Oracle: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 58

 There are no non-infringing ways to use the Oracle Applications Suite. 59

COUNT 6 - Ebay/Paypal: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 59

 In re sale of BitCoins - "no method of transacting BitCoins which does not infringe." 60

COUNT 7 - CISCO/JUNIPER: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights 61

 No Non-infringing uses of these IETF protocols..... 62

COUNT 9 - IETF: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights, Clayton and Sherman Act Violations 62

 Technical Standards enjoy a special forms Copyright Document - they are NOT literary works and so generate PERFORMANCE RIGHTS from their derivatives naturally..... 65

 IETF and all users of its IP noticed properly. 66

 A Patent Infringement Fraud in a Standards Group is a Conspiracy based on the number of parties involved. 67

 ONCE NOTICED IETF PUBLICATION CONSTITUTES AN INTENTIONAL ACT..... 68

 The Anti-Patent Actions of the IETF Inner Circle Members 70

 As just one Example of Antitrust inside the IETF: CISCO's NEA. 71

 IETF's actions to make their TITLE 17 Controls supersede PLAINTIFFS' TITLE 35 RIGHTS. 71

COUNT 9 - US Government: 19 USC 2904 violation; reciprocal nondiscriminatory treatment of International Patent (and IP complaints); FISA abuse, NAFTA violation, Violation of TRIPS and PCT agreements 72

COUNT 10 - California State Government: Lanham Act violation in diluting the Market Power of the Patent Protected and Copyright Protected IP rights of PLAINTIFFS, NAFTA violation, Violation of TRIPS and PCT agreements; Patent Infringement 73

 The State as an Intellectual Property Owner creates a dual-standard. 74

The Government's (State or Federal both) Actions in refusing to Prosecute
 CREATE a "Vertical CONSPIRACY" under the Sherman Act..... 74

Sales Tax revenues collected by California against the unlawful sale of
 PLAINTIFFS' IP constitute the State's hand in furthering the
 alleged Conspiracy..... 75

DEMAND FOR JURY TRIAL 76

PRAYER FOR RELIEF 76

INJUNCTIVE RELIEF REQUESTED 78

Cases

Ashcroft v. Iqbal, 556 U.S. 662 (2009)..... 43

Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007)..... 43

BK 01-54207-MM 49

Cascades Computer Innovations LLC v. RPX Corp., No. 4:12-cv-01143 (N.D. Cal.)..... 32

eBay Inc. v. MercExchange, LLC, 547 U.S. 388, 394 (2006)..... 78

Korzybski - 260 F.2d at 642 39

Mazer v. Stein, 347 U.S. 201 (1954) 33

State v. Legg, 9 S.W.3d 111, 116 n.3 (Tenn. 1999) 26

Talbot v Quaker State Oil Refinery 46

TALBOT: 28 F. Supp. 544 (1938)..... 46

Toussie, 397 U.S. at 122 25

Unisone Strategic IP, Inc. v. Life Techs. Corp., No. 3:13-cv-1278-GPC-JMA (S.D. Cal.
 Oct. 22, 2013). 66

USDC CAND San Jose 11-cv-2509 29, 32

Vita-Mix Corp. v. Basic Holding, Inc. , 581 F.3d 1317, 1327 (Fed. Cir. 2009)..... 31

Ward v Cisco - Arkansas 4:08-cv-04022-JLH..... 70

Weissman v. Freedman, 868 F.2d 1313, 1318 (2d Cir. 1989)..... 44

Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 24–31 (2008)..... 78

Yashar,166 F.3d at 875 26

Statutes

15 USC 22..... 36

17 U.S.C. § 103..... 44

28 U.S.C. §§ 1391(b), 1391(c), 1391(d), and 1400(b)..... 38

28 U.S.C. 1331 and 1338(a)..... 37

28 USC 1331 and 1337 36

28 USC 1391 (b)(2) (c) 36

35 USC 271 sections (a), (b) and/or (c) 36

Clayton Act 37

CONTINUOUS OFFENSE DOCTRINE 37

Section 102 of the Copyright Act 49

Sherman Act Section Two 47

Title 35 35, 66, 71, 78

Second Amended Complaint

1. For this, the Second Amended Complaint, which is intended to cure deficiencies in the PLAINTIFFS' First Amended Complaint ("FAC"), PRO SE PLAINTIFFS Todd S. Glassey and Michael E. McNeil allege this cause of action is specific to a chain of discrete direct patent infringements under 35 USC 271 (a), and include Inducement to Infringe under 35 USC 271 (b) and a Contributory Infringement under 35 USC 271 (c).
2. It also opens the Conspiracy inside the Global Standards Agency IETF, a partner of MICROSEMI, to take PLAINTIFFS' Unique PHASE-II Technologies and include them without authorization into a number of massively used network systems sold by the Defendants herein. And finally highlights and asks for relief from the alleged host of frauds committed by MICROSEMI and its Agents as alleged herein.
3. These patent infringements also uniquely outline a novel set of enforcement claims which pertain to a new PERFORMANCE RIGHT claim under the US Copyright Act to derivatives of the Infringing Standards; As published by IETF which pertain to products that the Defendants are shipping today.
4. It further recognizes PLAINTIFFS' existing THIRD-PARTY ENFORCEMENT RIGHTS against what is called the PHASE-II TECHNOLOGIES which are the bulk of the claims (if not all in fact) of those documented in US6370629.
5. PLAINTIFFS allege they have been defrauded as such from all of their enforcement rights globally against an Intellectual Property based on Defendant MICROSEMI'S actions and based on the unrestricted adoption by Defendant IETF, today PLAINTIFFS' PHASE-II IP is a part of virtually all networking systems in use globally.

6. Finally, PLAINTIFFS are entitled to under IRC165 a fraud loss equal to "the difference between royalties-received (none) minus the value of the opportunity-lost [which PLAINTIFFS would have been able to receive if they filed US6370629 on their own] relative to what they actually recovered through the extorted DDI and TTI settlements and the alleged frauds by MICROSEMI and its partners since". This formula creates an IRC165 Fraud Loss = to amount lost in opportunity minus the amount made.
7. As such PLAINTIFFS are entitled to under the IRC165 Fraud Loss Statutes a full financial loss against all enforcement revenues which would have been derived from all six of the US6370629 patent filings noted herein to date, and because of this PLAINTIFFS seek formal acknowledgement of that FRAUD LOSS with the US Department of the Treasury, Internet Revenue Service ("IRS") from this the Trial Court as just one of the relief's asked for herein.

The content of this, the Second Amended Complaint (PageCount)

8. The Second Amended Complaint wound up being significantly more pages to properly charge the COUNTS and Background Information out. PLAINTIFFS apologize to the Court for that.
9. Per the Order of the Court, this Second Amended Complaint ("SAC") is being filed to directly clarify and properly charge each infringement under the methods of charging required for 35 USC 271 (b) and (c) claims beyond the use of FORM-18. It increased the page count to properly re-charge each defendant and we apologize to the Court for that. Further Defendant PETER CHEN was omitted in the interest of Justice. All other parties and claims are maintained.
10. The complaint fully illustrates the CONTINUING OFFENSE nature of Defendant MICROSEMI'S actions and further clarifies the "AGENTS OF MICROSEMI" as "DOES"

under Federal BIVENS standard and brings their actions herein fully into the 'cleansing effect Sunlight adds to all proceedings' this litigation is opening up per Justice Brandeis.

Memorandum of Points and Authorities already inside the SAC

11. The SAC also has certain Case References worked into the Complaint itself because of the number of claims and defendants involved so a separate Memorandum of Points and Authorities is probably not necessary for this as the Compliant. Any other case references necessary will be submitted in P & A which will be filed in response to Defendants responses to this SAC.

PRO-SE Style - Our Open Apology to the Court

12. PLAINTIFFS apologize again to the Courts (as Pro Se litigants) in our bumbling style, and we hope to make up for that by stating the intent of the Second Amended Complaint is to clarify the Claims in the First Amended Complaint ("FAC") .
13. Plaintiffs submit this SAC document to further perfect the descriptions and charging for the extended 35 USC 271 claims under sections (b) and (c); and to properly notice the fraud (for FRCP 9(b) compliance in the complaints in regard to the unauthorized patent filings the statutory records prove happened; and then the acknowledgement of Microsemi's fraud and TI claims in its abandonment of five US6370629 patents in foreign jurisdictions;
14. Finally the SAC hopes to perfect the Antitrust Claims under the Sherman and Clayton Acts as alleged in the FAC.
15. In perfecting these claims the SAC adds detail to the existing charges in the FAC and properly identifies Sherman Act Complaints pertaining to Section One from Section Two actions therein.
16. It also properly charges the Clayton Act violation in the Merger requirements for Defendant MICROSEMI still outstanding to date.

17. It further raises the question of new claims being anticipated through Discovery as well as the adding of a SOX406 Claim as well.

Exhibits for this Second Amended Complaint

18. In the interest of keeping this filing down, the exhibits for this the second amended complaint are referenced from DOCKET#6 as that set of Exhibits. We reference them as such for this filing;

Definitions

Plaintiffs

19. **PLAINTIFFS** are individuals who were, for all times relevant hereto, residents of Santa Cruz County, California.

Defendants

MICROSEMI (and its operating divisions, resellers and partners)

20. **Defendant MICROSEMI, Inc.** ("**MICROSEMI**"), is, on information and belief, a Delaware corporation with its principal place of business in ALISO VIEJO California. This matter then pertains to MICROSEMI and its agents and resellers as well (as BIVENS-qualified DOES). That MICROSEMI increased the scope of SYMMETRICOM and DATUM Resellers and kept the AMANO RESELLER relationship in place with its agent AMANO CORP.

MICROSEMI Defendant Symmetricom, Inc.

21. **Defendant Symmetricom, Inc. ("Symmetricom")**, was, on information and belief, a Delaware corporation with its principal place of business in Irvine California. Defendant Symmetricom did, on information and belief, acquire the assets and liabilities of Datum, Inc. ("**Datum**"), in 2002 through a Merger creating a new Symmetricom as the successor to Datum. That Symmetricom increased the scope of DATUM Resellers and kept the AMANO RESELLER relationship in place with its agent AMANO CORP.

MICROSEMI Resellers AMANO and CISCO

22. Defendant DATUM entered into reseller agreements with DEFENDANT CISCO and its **(DOE) JAPANESE RESELLER AMANO INC.**
23. **The Amano Corporation ("AMANO")** is located in Japan at 275 Mamedo Cho, In Yokahama Japan. AMANO CORP was also the operator of the PLAINTIFFS' Data Center site (from corporation CertifiedTime Inc) in Japan and seized and converted PLAINTIFFS' property PLAINTIFFS assert on the order of Microsemi;

MICROSEMI Defendant Digital Delivery Inc

24. **Defendant Digital Delivery Inc ("DDI")** was a Massachusetts based corporation which PLAINTIFFS retained for Patent Agency legal representation;
25. Defendant Datum did, on information and belief, acquire the assets and liabilities of Digital Delivery, Inc. (DDI) in or about July 1999.

MICROSEMI Defendant BANCOM Division

26. **Defendant Mark Hastings** ("**Hastings**") is by information and belief the President and Founder of DDI and later was made the President of the BanCom (Bandwidth Compression) division of Datum Inc when it acquired DDI.
27. Mr. Hastings and his Corporation "DDI" became PLAINTIFFS' FIDUCIARY under the CO-INVENTOR AGREEMENT for the filing of the US6370629 Patent Application(s).

MICROSEMI Digital Delivery Inc - President Mark Hastings

28. **Defendant Mark Hastings** ("**Hastings**") was by information and belief the President and Founder of DDI and later was made the President of the BanCom (Bandwidth Compression) division of Datum Inc when it acquired DDI; Mr. Hastings and his Corporation "DDI" became PLAINTIFFS' FIDUCIARY under the CO-INVENTOR AGREEMENT for the filing of the US6370629 Patent Application(s).

MICROSEMI Defendant CEO ERIK VAN DER KAA Y

29. **Defendant Eric Van Der Kaay** ("**EVDK**") is by information and belief the President and CEO of Datum and later terminated by the Board of Symmetricom after getting into a FIST FIGHT with Defendant HASTINGS over PLAINTIFFS' IP and the alleged actions the two perpetrated in the cause of action herein. PLAINTIFFS allege Mr. Van Der Kaay unlawfully filed for Patent protection listing himself as the primacy inventor of PLAINTIFF GLASSEY'S TRUSTED TIMING INFRASTRUCTRE (US6393126) WITHOUT AUTHORIZATION OR COMPENSATION to PLAINTIFFS.

MICROSEMI Partner - The Thales Group

30. Additionally there is one BIVENS DOE to name as a corporation; That being The **DOE** called **"The Thales Group" ("Thales")** (a Delaware Corporation in the US). Thales is the landed US Base of the larger Defense Systems contactor "The Thales Group" of Cedex France, and its **eSecurity Division**, A Delaware Corporation called **"E-Security, Inc"** (nee "nCipher Inc" of Cambridge England).
31. The eSecurity Division of the Thales Group US operations is located in the State of Florida; and claims against Thales Group and in particular to the eSecurity Division pertain to its use of TTI Settlement IP and breach of the TTI Settlement through its partner MICROSEMI exist under the Antitrust umbrella as well. It is this division which sells the specific piece of PLAINTIFFS' IP used by the NSA and GCHQ as well as others in timestamping their Internet Surveillance Data which is a component of their National Surveillance Plan and its operations. Discovery will allow PLAINTIFFS to name exact parties within the corporate veil.

Defendant "United States Government"

32. **Defendant "United States Government"** ("**USG**") from Legislative to Administrative branches, is named because of its dependence on Computers running "Infringing Networking Drivers and Applications" ("**INDA**") and for its refusal to prosecute the parties committing these frauds while also simultaneously purchasing infringing equipment while also interfering with PLAINTIFFS' Attorneys and their service to PLAINTIFFS.

Defendant State of California - Governor Brown"

33. **Defendant Mr. Edmund G Brown, the Governor of the State of California and the State itself; ("SOC")** California has specific responsibilities in its implementation of US Law and Treaties. Further it has a requirement to not being an active party or financial beneficiary of a criminal action which in collecting taxes against the sale of infringing equipment, the State of California and the Local Counties have become.

Defendant Internet Engineering Task Force ("IETF")

34. **Defendant Internet Engineering Task Force ("IETF")** is on information and belief, a subdivision of the "**The Internet Society**" ("**ISOC**"). The IETF is operated as the world's Global Standards Organization for the Internet and it is the IETF who has produced the majority of the network standards applications which infringe on the rights here were written from.
35. **Defendant The Internet Society ("ISOC"** - www.isoc.org) is by information and belief a District of Columbia registered corporation operating in full compliance with US Corporation Law and Process as codified for the District of Columbia based corporate entities.

Industry (IETF Member) Defendants and MICROSEMI Partners

36. The following Defendants are named members of the IETF (and its related standards agency partners OASIS and IEEE et Al) who all either both use IETF standard-compliant networking underneath the processes of operating the Standards Practice, and/or operate within the IETF itself a formal presence and/or who both use these controlled Intellectual

Properties controlled under the "TTI and DDI Settlement Documents" inside their products and corporate operations; They include but are not limited to the following

Defendant Apple Inc

37. **Defendant Apple Inc ("APPLE")**, is a Delaware Corporation [Delaware Corporation File Number 3868031] and includes all of its external and foreign corporations or assets; Apple is located at One Infinite Loop in Cupertino California 95014.

Defendant Cisco Inc

38. **Defendant Cisco Inc ("CISCO")** A Delaware Corporation including all of its external and foreign corporations or assets with its principal place of Business located on 170 W Tasman Dr, San Jose, CA 95134. Delaware corporation File Number 0720708

Defendants eBay Inc & Paypal Inc and Defendant Netflix Inc

39. **Defendant eBay Inc & Paypal Inc and Netflix Inc**, ("EBAY" and "PAYPAL") and ("NETFLIX") each a California based Delaware Corporation including all of its external and foreign corporations or assets; Ebay Inc is identified as the entity associated with Delaware Corporation File number 2871352 and operates from its 2065 Hamilton Ave, San Jose, CA 95125 HQ.
40. Paypal Inc is Delaware Corporation File number 3014267 operating from 2211 N 1st St, San Jose, CA 95131.
41. Netflix Inc is registered as well in Delaware its Corporation number is 2790864 and operates from 100 Winchester Circle, Los Gatos, California 95032.

42. All three are Silicon Valley based entities with their corporate headquarters in the San Francisco Bay Area.

EBAY/PAYPAL Sales and acceptance of Negotiating BITCOIN as an infringement

43. In addition to its other infringements eBay sells BitCoin - ("BitCoin" or "BC") An infringing Cyber Currency; anyone (Paypal and Ebay) using as a direct "transactor of BitCoins themselves" the Paypal or Ebay commerce systems which infringe in their trading practice and/or who operates a "Bitcoin Mining Operation" will infringe. Mining is a practice which uses an array of crypto-graphic time and location stamps to create value and process inside the BitCoin cyber-crypto-currencies formula's is an infringer on Claims 19-32 of the US6370629 patent; The sales process uses a similar timestamp to control the various aspects of the sales and delivery process through their (Paypal and EBay's) logistics frameworks.

Defendant Google

44. Defendant Google Inc, ("GOOGLE") Delaware Corporation File #3582691 is a Delaware Corporation () including all of its external and foreign corporations or assets; and all of its sub-division and free-standing corporations operated outside of the Google brand; Located in Mountain View California;

45. PLAINTIFFS assert "Google as a corporation would cease to exist if it cannot continue to infringe PLAINTIFFS' IP Rights and cannot get proper licensing from PLAINTIFFS". This is true because so many of Google systems internally infringe on PLAINTIFFS' enforcement rights.

46. As such Google and many others look at PLAINTIFFS' IP as a life-and-death scenario. They must stop PLAINTIFFS from enforcing against them however possible. This is because

Google's search engine and advertising systems are all tied to secured-timestamps as PLAINTIFFS designed the IP for use in. So they directly infringe on PLAINTIFFS' IP Enforcement Rights as does the Geotagging of photographic or media content in youtube and other parts of the Google system as just two of the many infringements therein.

Defendant Juniper Networks Inc

47. **Defendant Juniper Networks Inc ("JUNIPER")** Delaware Corporation #2794873 is a ; A Delaware Corporation operating at 1194 Mathilda Ave, Sunnyvale Ca 94089 including all of its external and foreign corporations or assets; Juniper builds Switches, Routers and other Network Infrastructure equipment. A number of those (most all of them) are operated relying on IETF protocols which contain PLAINTIFFS' Protected Intellectual Properties. Juniper has no non-infringing uses of PLAINTIFFS' properties. All Juniper systems with PLAINTIFFS' IP inside them use that IP for those systems' daily operations. Without PLAINTIFFS' IP those Juniper Systems cease to function.

Defendant Microsoft Corporation

48. **Defendant Microsoft Corporation** ("MICROSOFT") a Delaware Corporation and all of its free-standing business units and external corporate assets; Located at One *Microsoft Way Redmond*, WA 98052-7329. Microsoft has a number of direct infringements and inducement to infringe standings here.

49. The part of the Microsoft Windows Environment which controls daily certification for proper licensing (and all of the related tools in the Deployment Toolkits and Location Based Service Libraries in Windows, Windows Mobile and Windows Embedded infringes as does the Microsoft Active Directory and WINS replacement for DNS as a time-controlled service.

50. As such there is no way to use any Microsoft Operating Software, the Microsoft Patch Cluster updater and Service Package control practice. This includes the OS's as well as key applications like Microsoft Office and many others.

Defendant Oracle Corp

51. **Defendant Oracle Corp**, A Delaware Corporation (FILE NUMBER 2457805) including all of its external and foreign corporations or assets; Located at 500 Oracle Parkway Redwood Shores, CA 94065.

52. Like Google and Microsoft, Oracle as a corporation has so many infringing products or systems that plaintiffs assert Oracle would cease to exist if it cannot continue to infringe PLAINTIFFS' IP Rights and cannot get proper licensing from PLAINTIFFS. There are three key identified infringements from the Oracle back-end Data Base which prevent its functionality at all and PLAINTIFFS believe there are others which Discovery will reveal in how the replication and timestamping triggers work in causing data to be mirrored from one location over secure channel to another.

53. In addition to the already discovered infringements from the Oracle Database Server and Concurrent Manager components themselves, Oracle Front-End Systems (Oracle Financials, Oracle Manufacturing, Oracle HR, Oracle Risk Management, etc) also come with libraries of infringing routines for assembly in the field into infringing applications that every time they are executed directly infringe PLAINTIFFS' rights therein. Meaning in addition to the infringement in the operations of an Oracle Database creating an Oracle Applications Environment as that Database's Front-End will also come with additional infringements.

BACKGROUND

54. PLAINTIFFS own a very unique intellectual property called PHASE-II Technologies. PHASE-II technologies provide "the ability to access [to open and or close] the content of some blob of data based on TIME AND LOCATION.
55. PLAINTIFFS contracted with Defendant MICROSEMI (DATUM/DDI) for services as a PATENT AGENT but MICROSEMI turned hostile and 14 days later after DATUM acquired DDI MICROSEMI (DATUM) in August of 1999 filed a sham lawsuit to cover up the unlawful transfer of the US6370629 to DATUM in violation of the CO-INVENTOR AGREEMENT.
56. A simple review of the contracts and Datum's direct testimony to the US Government documents in EDGAR showing that this fraud occurred as charged is all that is necessary there. Exhibits proving this fraud occurred are already in the possession of the Court with DOCKET #6 Exhibits. See CONTRACTS/Co-Inventor Agreement from DOCKET #6 and the associated EDGER and PRNEWswire reports there documenting the transfer of DDI as a newly acquired unit of DATUM Inc.
57. PLAINTIFFS allege Datum used this unlawful transfer to get the Patent under Datum who had enough money to run a sham suit against PLAINTIFFS whereas DDI did not. Based on this and with financial manipulations of PLAINTIFFS' accounts owed to them by DATUM the new DATUM/DDI entity extorted the pair of settlements from PLAINTIFFS which it then proceeded to commit additional frauds on.
58. In delivering the executed settlements it altered the signature page on the DDI Settlement the night of its delivery replacing the physical page with the signature page from the other settlement being executed at that time "the TTI Settlement". PLAINTIFFS discovered this

since MARK HASTINGS signature was not on or required by the TTI settlement and is mandatory for the DDI patent action settlement.

59. Datum then started what became the 12 year effort to withhold the DDI Settlement document as a vexation against PLAINTIFFS' efforts to enforce their IP rights as represented to them by the settlements and MICROSEMI Attorneys. It also transferred TTI technologies to a European Company in a manner not permitted by the settlement and they tried to bring the IP back into the US through a JV with a English Company called nCipher. nCipher built out the software portion of the PLAINTIFFS' TTI and then sold the JV to THALES for 50m EU again in violation of the TTI Settlement transfer terms. Both actions constitute Sherman Act Section Two violations.

Scope of the Damages

60. Approximately 13 years of unlicensed use of this IP by any number of infringers and all of the Defendants has created a significant loss to address.
61. In the timeframe of 1999 until today the control of this IP was withheld from PLAINTIFFS by MICROSEMI to allow their partner the Global Standards Organization the IETF to put it into "so many places" PLAINTIFFS would be further vexated from its enforcement.
62. PLAINTIFFS allege that in concert with MICROSEMI who refused to confirm PLAINTIFFS' rights to the IETF that the IETF took this key control IP after becoming enamored with the PLAINTIFFS' PHASE-II Technologies and promptly began publishing their cookbook style Network Standards documents with PLAINTIFFS' PHASE-II controlled processes and methods.
63. Today that means any programs written to implement those communication models infringe as are those created or sold by Cisco, Juniper and all of the named defendants. PLAINTIFFS

further assert that there are no non-infringing uses as such. Further that IETF published this as a free-for-all and then re-licensed Third Parties to use PLAINTIFFS' IP in the Standards Agencies' 'derivative works' under the IETF Standards Agency copyright.

64. This simple set of controls now are inside of virtually all mobile devices and all computing platforms in use everywhere today based on failures to perform under the Settlement by MICROSEMI. That means this IP today facilitates all commerce committed on computers in the US and likely globally.

PLAINTIFFS' Contracting for Patent Filing Services

65. Historically PLAINTIFFS contracted with a company called Digital Delivery Inc ("DDI") as a PATENT AGENT. They were to file on PLAINTIFFS' behalf the US Patent granted as #US6370629.

66. The Filing was completed in 1998 and about six months later MICROSEMI made an offer to buy DDI. In July of 1999, six months before the extorted settlement was signed MICROSEMI acquired DDI in violation of the Co-Inventor Agreement's NON TRANSFERABILITY CLAUSE (see Section E, Docket #6 - exhibits/contracts/co-inventor agreement).

67. PLAINTIFFS assert MICROSEMI and DDI conspired to violate the Co-Inventor Agreement and then sue PLAINTIFFS to extort a settlement more conducive to their actions today, the total theft of PLAINTIFFS' intellectual properties. In doing so Mark Hastings sold DDI to MICROSEMI illegally in violation of his Patent Agency contract with PLAINTIFFS. MICROSEMI immediately (14 days later) sued PLAINTIFFS with a sham litigation and used economic manipulation by withholding five-figure debt owed to PLAINTIFFS to drive PLAINTIFFS' Company into 'submission or bankruptcy'.

68. PLAINTIFFS allege MICROSEMI did this because Defendant MICROSEMI realized the value of this patent and with another group of Intellectual Property ("IP") it licensed from PLAINTIFFS called the TTI, as well as the scope of its potential expenses in being "the keeper of the Patent that PLAINTIFFS contracted with Digital Deliver Inc ("DDI") to file for them"; The logic there is that MICROSEMI would have to file and protect the patent and its enforcement rights (including the foreign filings of US6370629 too) from infringements as well as fund all of PLAINTIFFS' litigations for enforcement including the costs of this action as well.

MICROSEMI extorts and then withholds Settlement Agreement for 12 years

69. MICROSEMI withheld the executed copies of the '629 Settlement until MICROSEMI Attorney John Burton apparently forced his client to stop denying the document existed some 13 calendar years after the document was executed and withheld from PLAINTIFFS. Mr. Burton was replaced instantly for that single action we believe.

70. MICROSEMI as such has waged a war against PLAINTIFFS accessing their IP by filing instances of it without authorization in Japan, Brazil, Canada, and the EU and then abandoning them to create a no-man's-land around PLAINTIFFS' IP causing PLAINTIFFS permanent and irreparable damages therein.

MICROSEMI and its Agents - Amano and Cisco

71. PLAINTIFFS further allege that MICROSEMI employed the use of its AGENT in the Nation of Japan AMANO Corp to first seize and then 'make disappear' the assets of CertifiedTime Inc, a company Amano contractually operated the data centers for in the Shinjuku area of

Tokyo, Japan, which was based on PLAINTIFFS' designs for a "Portable US-Government certified time-service". A design for a product-system which was to be sold to other Governments, a 'shrink-wrapped' system designed by PLAINTIFF GLASSEY in his efforts to 'commoditize' the US Time base as a new type of 'revenue bearing commodity' in the US.

72. These are also Materials which the US Bankruptcy Court also sold to PLAINTIFFS in USBK 01-54207-MM and which constituted one of the actions which marked this ongoing conspiracy and its beginnings on Foreign Soil in the Nation of Japan, marking the criminality of the allegations here, international IP theft constitutes EEA and 18 USC violations.

ONGOING OFFENSE DOCTRINE

73. PLAINTIFFS in addition to the previous allegations identify the actions of the Defendants properly as an ongoing offense; i.e. a protracted event which spans from 1999 until the current time and will continue if not stopped through the terminus of the enforcement period for US6370629, another four years.

74. That the Continuing Offense itself was committed through a chain of discrete acts under the Continuing Offense¹ Doctrine which makes this filing fully timely.

75. MICROSEMI in 1999 paid PLAINTIFF GLASSEY'S company COASTEK \$360K as a "Stand Still Payment" so they could review Glassey's technologies and his Certified Timing Authority ("CTA"), a set of programs their Agent AMANO corporation stole from PLAINTIFFS and allegedly later turned over to MICROSEMI. They did the same thing with

¹ As Judge O'Scannlain has summarized, the continuing offense generally "involves (1)an ongoing course of conduct that causes (2)a harm that lasts as long as that course of conduct persists." Courts have used the term "harm" in the continuing offense doctrine context to describe "the substantive evil [to society that] Congress sought to prevent" in making certain actions or omissions federal crimes. Toussie, 397 U.S. at 122 ("It is in the nature of a conspiracy that each day's acts bring a renewed threat of the substantive evil Congress sought to prevent.")

Glassey company CERTIFIED TIME INC, and then after reviewing the company's Intellectual Properties and business plans under NDA refused to acquire the company while within months key components of the Company Properties (owned by PLAINTIFFS) appeared inside of various MICROSEMI products.

76. Further in 2001 MICROSEMI through its partner AMANO had PLAINTIFFS' property in Japan 'seized' by Amano and made to 'disappear'. PLAINTIFFS assert that numerous parts of those systems now are sold daily as components of off-the-shelf products from MICROSEMI. As such MICROSEMI has waged a decade long intellectual properties war with PLAINTIFFS through four separate Corporation Mergers making this a Conspiracy of epic proportions.

77. Finally since there are Clayton Act Section Four Antitrust Charges in 2013 and a new Sherman-Act Section Two violation pertaining to events every 18 Months for the last decade continuing into 2013 against MICROSEMI itself, this continuing chain of discrete frauds by MICROSEMI tolls the Statutes from discrete events in the beginning of this ongoing fraud by use of the Continuing Offense Doctrine. ²

The Impact on TRADE AND COMMERCE Of these Alleged Frauds.

78. As computers become the core of all commerce on the planet earth the networks which link them become an important enabling part of the commerce framework. PLAINTIFFS allege Commerce in Silicon Valley has become a cut-throat community of Corporate Execs doing whatever they wanted to prevent the loss of key personnel and their creativity or their work

² “The hallmark of the continuing offense is that it perdures beyond the initial illegal act, and that 'each day brings a renewed threat of the evil Congress sought to prevent even after the elements necessary to establish the crime have occurred.’” - Yashar, 166 F.3d at 875 (quoting Toussie, 397 U.S. at 122); see also State v. Legg, 9 S.W.3d 111, 116 n.3 (Tenn. 1999) (“[E]very moment an offense is continued, the offense is committed anew.”)

product from one company to another. This loss of personnel is actually tied to skills and information the personnel take with them from Job to Job. PLAINTIFFS allege that "This set of 'we will do whatever it takes' actions are evidenced by the sheer number of antitrust convictions in the last five years there" .

79. What has been absolutely proven based on convictions before DC Circuit Judge Walton and others here in the Ninth Circuit is that most of the Named Defendants have suffered convictions or have done lucrative settlements to stop prosecutions as fast as possible documenting their culpability in these association-wide frauds as evidenced in those prosecutions.

The War between Apple and its Competitors - all about stopping Apple's IP from migrating - at any cost.

80. To provide more detail from that Commerce-specific impact of Defendants' actions, for companies like the Defendants named here, the number one corporate goal now pertaining to stopping the transfer of Intellectual Properties between Giants (like APPLE and GOOGLE) has become important as stopping Digital Artists called ANIMATORS from 'flipping' from DISNEY/PIXAR to LUCASFILM, only in the engineering and tech sector those parties many times are taking actual copies of their last set of works with them in direct violation of Antitrust, Tradeseecret Law at the Federal level and Business Codes in the State of California. Today's Animators for instance are functionally very talented programmers who operate NLE (Non Linear Editing) and Image Rendering Computers instead of painting on a sheet of plastic cellulose. As such these people are CREATORS OF COMPUTER PROGRAMS AND COMPUTER CONTENT and that is what this stopping the flow of information is all about. Preventing that flow of uncontrolled engineering information from Apple to Microsoft, or Microsoft to Google, or Google to Ebay, or Cisco to Juniper, etc.

81. PLAINTIFFS' allegation today is that our Phase-II enforcement rights indirectly control, mitigate or directly control much of the Defendants' practices and methods as Computer Program purveyors and in the sales of those systems to resellers and end-users both. Hence they both infringe in their own use which was properly charged in the previous complaint but they also induce others to infringe which is properly charged in this complaint.

The alleged UNLAWFUL AGREEMENT

82. PLAINTIFFS allege because the core PHASE-II technologies control virtually all key aspects of secured location based services, that these named DEFENDANTS actively conspired and waged an ongoing war to prevent plaintiffs from either recovering the actual executed settlement agreement from MICROSEMI or being able to enforce it. As such they have violated the US Antitrust Statutes as alleged fully within this complaint.

83. "PLAINTIFFS FURTHER ALLEGE THAT AS NETWORKS AND THE EQUIPMENT WHICH IMPLEMENTS THEM BECAME 'SMART' THE PLAINTIFFS' PHASE-II TECHNOLOGY STARTED APPEARING IN APPLIANCES, NETWORK DEVICES AND PROGRAMS FROM ALL OF THE ONLINE COMMERCE VENDORS (the Defendants).

Continuing Saga of Antitrust in Silicon Valley : Unlawful Agreement to manipulate the markets and control the flow of Intellectual Properties between companies.

84. These matters PLAINTIFFS assert are another related part of the "Silicon Valley Antitrust Conspiracy" proven by the US Department of Justice (see Judge Reggie Walton USDC DC

Circuit's ruling in the criminal side of this same matter) in their High-Tech (civil) Employment Antitrust Matter before Judge Lucy Koh in San Jose currently.

85. In addition to MICROSEMI'S actions to prevent PLAINTIFFS from using or benefiting from the IP they are the creators of, PLAINTIFFS allege a superset of the group of the Defendants from USDC CAND San Jose 11-cv-2509³ (Ebay, Google, Apple, et Al) case , a Civil matter pertaining to "The manipulation of employment to prevent the unauthorized flow of information" as an anticompetitive alliance, are in this cause of action responsible for the same type of horizontal conspiracy with MICROSEMI to prevent PLAINTIFFS from enforcing rights against those parties and the products they sell which infringe PLAINTIFFS' rights.

86. In that precedent matter Employment Antitrust was used by those specific defendants, the same charged herein, to prevent critical proprietary information and specialized skills from being transferred as often occurs when an employee moves from one company to another. But make no mistake, that matter was more about Intellectual Property than a single person and its control in the High-Tech Capital of the World.

87. This Cause of Action then is a newly emerged superset of that same original Antitrust matter. While Adobe and the Movie Studio partners named in the original Antitrust Matter are in fact Infringers, with the Complaint its current size they are left off and noticed as DOES. We formally do name the other key parties including Microsoft in its infringing use of PLAINTIFFS' PHASE-II IP's in various things its sells and services it provides to third parties today.

³see CAND - In Re: High-Tech Employee Antitrust Litigation, 11-cv-2509

88. As such that PLAINTIFFS will seek to have portions of the ANTITRUST PROSECUTION address one of the key factors in the plausibility question - this is reoccurrence of something already happened. So the question as to whether this type of thing is possible is moot.

IETF's alleged Patent-Fraud Actions directly affect US PUBLIC TRADE AND COMMERCE.

89. Since the time that US6370629 Patent was filed, the Industry Standards Organization the IETF has taken methods which are protected as PHASE-II Technology under US6370629 and included them into their Network Standards.

90. PLAINTIFFS have identified over twenty infringing IETF document families and noticed IETF through its IP Rights ("IPR") website; as such PLAINTIFFS have properly noticed all parties for formal disclosure of our rights. This is a key part of any PATENT INFRINGEMENT INDUCEMENT claim as well.

91. Today infringing systems use PHASE-II IP as part of their Location Based Service libraries and in many applications developed and resold or provided as a service interface for some form of commerce (in just one instance, Defendant eBay's case their "time-centric secured infrastructure uses timestamps as control messages in their workflow process". This infringes on Claims 19-32 of the US6370629 patent. Many Cloud Systems vendors also use the same type of technologies in their synchronization algorithms as well. Most of the other providers, Apple, Google, Microsoft, Oracle also infringe in the same manner. In fact these systems cannot be used without infringing. They do not work properly without the enhancements that

PLAINTIFFS' PHASE-II IPs provide to those in the form of both User Experience and Functionality.⁴

Why is US6370629 a threat to those defendants?

92. PLAINTIFFS assert that since US6370629 today controls most online timestamping as a messaging service or trigger of some subsidiary event all of these vendors infringe. They all sell many products which either directly infringe or induce the end-user to infringe the patent's controls. The infringing components are built into both the network programs which they run to make those products accessible and the actual workflow of the programs running in those devices as well as Applications. So for instance the thing that tells you to turn left when you reach your destination in a cellphone navigator is an infringement. It is a blob of data triggered by a secure timestamp generated by some program. We refer to the documentation from USDC San Jose Apple v Samsung as evidence of the algorithms used.
93. As such these vendors' actions pertain to anticompetitive events in support of their preventing PLAINTIFFS from enforcing claims against those Defendants and obtaining proper licensing for their use of their protected intellectual properties in defendants' products and services.
94. PLAINTIFFS further assert that this antitrust action was executed through a series of both Vertical and Horizontal Conspiracy Components as charged; Additionally PLAINTIFFS allege a Clayton Act complaint against Defendant MICROSEMI. Finally this case raises three unique questions of Constitutional law making this an important case potentially.

Related Cases before the US District Court

⁴ This action then fully meets the 35 U.S.C. § 271(c) Hurdle for proving contributory infringement as set in Vita-Mix Corp. v. Basic Holding, Inc. , 581 F.3d 1317, 1327 (Fed. Cir. 2009).

95. PLAINTIFFS assert this cause of action pertains to a superset of the parties in the antitrust employment control scandal attributed and then prosecuted on Apple, Google, Ebay, and others named in this said same cause of action. USDC CAND San Jose 11-cv-2509.
96. Additionally in addition to the HIGH_TECH EMPLOYEE ANTITRUST MATTER this case is another 'fractal' of, this matter appears to be similar to a case already decided in this the Ninth Circuit - that being *Cascades Computer Innovations LLC v. RPX Corp.*, No. 4:12-cv-01143 (N.D. Cal.). Like Cascade in this case plaintiffs allege MICROSEMI and its partners ran a *hub and spoke conspiracy* with Defendant IETF and its members across international borders as an action to prevent PLAINTIFFS' enforcement rights from being realizable. Further it relies on the PERFORMANCE RIGHTS concepts set in Judge Alex Kozinski's ruling in Garcia⁵ as well.

This Case Raises 3 Unique and Novel Questions of Constitutional Law

97. In addition to its focus on MICROSEMI'S US and international patent frauds this cause of action asks three unique questions of Constitutional Law pertaining to the US Copyright Act and performance rights (a la Garcia), it also asks in regard to the US Government's ability to 'say no' to a prosecution demand by a victim of IP Fraud; And finally it asks for relief from the Administration's "alleged use of FISA and/or PD 12333 in this matter to issue documents which create a tangle-foot web for PLAINTIFFS' Counsel, preventing their effective representation.

⁵ Garcia v Google - Ninth Circuit Appellate Ruling No. 12-57302

Constitutional Law Question One - Does the inclusion of a PATENT PROTECTED set of controls in a COMPUTER PROGRAM protected under the Copyright Act entitle the PATENT OWNERS to COPYRIGHT ACT PROTECTIONS (PERFORMANCE RIGHTS, Duty to Account, etc) against the execution of that PROGRAM???

98. The first question we raise pertains to the real world situation of what PLAINTIFFS' rights are to the IETF's conversion of the methods inside of US6370629 and their being placed without authorization from PLAINTIFFS into numerous instances of the IETF's globally-used network standards.
99. The question PLAINTIFFS raise is about "what happens when a copyrighted instrument like a computer program (or a network standard from which computer programs are derived) contains patent-protected material which it cannot operate without such that every program written to comply to that ["standard"] becomes an active infringement when executed?"
100. Does it for instance create a PERFORMANCE RIGHT under the COPYRIGHT CODE for PLAINTIFFS pertaining to the execution of that program for the Patent Protected IP Rights owner?
101. And further answer whether those rights survive the Patent's Expiry itself since Copyrighted programs implementing a patent protected IP should be enforceable through the terminus of the Copyright. PLAINTIFFS Allege MAZER allows for this PERFORMANCE RIGHT CONSIDERATION and ask for a ruling as such. ⁶

⁶ In a landmark decision, Mazer v. Stein, 347 U.S. 201 (1954), the Supreme Court ruled that the same disclosure or publication might support a design patent and a copyright.

Constitutional Law Question Two - Is the US and State AG Discretionary Standing eliminated by Ratification of the NAFTA, TRIPS and PCT agreements

102. The next question of constitutional law this matter raises is "what the limitations of the US Government's (the Executive Branch's) ability to say 'no' to a prosecution demand are when that demand pertains to IP which is constrained by one of the International Treaties with mandatory enforcement clauses which were ratified by both the President and Senate". As background generally speaking the Attorney General may refuse any prosecution demand as a discretionary control of the office of the Attorney General. But the question we raise is that when a contractual agreement in the form of a Treaty with another nation is signed saying that the US Government will prosecute these matters, this standing down in light of prosecution demands from PLAINTIFFS becomes a performance issue on the Treaty; Especially when that Treaty is ratified by both the Executive Branch and the Legislative Branch of the US Government themselves. That ratification of the President's signature is a promise to fully enforce the Treaty Terms and the refusal of the US DoJ to prosecute the frauds herein which PLAINTIFFS allege are absolutely air-tight, became a denial of the US Standing under these Agreements, and as such voided them all it seems.

103. The PLAINTIFFS assert in this Cause of Action that the Congressional override on the Trade Agreements takes that discretionary ability away, and further that POTUS approved this change to both the Presidents and Attorney's General authorities when the Trade Agreements were executed as well; and

Constitutional Law Question Three- Administration's alleged use of a NSL or other instrument and/or FISA to interfere with PLAINTIFFS' access to counsel

104. Finally the third and possibly most important Constitutional question with regard to the Courts themselves and the potential of the chilling effect the service of a NSL or other National Security based Warrant in a civil prosecution for the non US Government attorneys involved.
105. PLAINTIFFS assert that our Attorneys will not answer direct questions about whether they have been served or not which any Attorney not served as such would be able to freely comment on. The use of FISA or like legislation to issue a warrant to PLAINTIFFS' Counsel would prevent their disclosing this to their Clients.
106. PLAINTIFFS attest that this action, with the use of a National Security Letter or other action under Executive Order 12333 by the Administration, the US DoJ can effectively stop a civil prosecution by making it impossible for an attorney to even talk with their client about their case and whether that was done by US DoJ, State, the National Intelligence Community, the DoD and/or other Federal Agency capable of enacting such a thing, or the WH itself in this matter the effect is the same, total prevention of the Citizens' access to the US Judicial System, representing a total collapse of the US Justice system. Since FISA is classified we seek assurance from the Court that such an order was not used and does not impact our access to the Courts in the United States.

Jurisdiction

107. This is an action for patent infringement arising under the patent laws of the United States, Title 35, United States Code and Antitrust Actions arising under the Sherman and Clayton Acts. As such the US District Court is the correct Court to file this action before.

108. That this matter alleges violations of the Sherman Act Sections One and Two, The Clayton Act Section Four by Industry Defendants and MICROSEMI, and finally for both the State of California and the US Government "violations pertaining to *reciprocal nondiscriminatory enforcement of treaty agreements*" under PCT, TRIPS and NAFTA as well as Patent fraud statutes pertaining to US and Foreign US6370629 and US63903126 filings.
109. This litigation further three questions of Constitutional Law including one on the interaction of Patent Protected IP inside of a Copyright Infringement under Title 17 and asks if this creates Performance Rights section of the Title 17 US Code as a key factor in controlling Interstate Commerce. Something that only a USDC and Appellate Court will have jurisdiction over.
110. Additionally under 15 USC section 4 and under 28 USC 1331 and 1337 that this court has SUBJECT MATTER JURISDICTION on the Fraud and Patent Claims as well as the authority to order the establishment of the IRC165 Fraud Loss PLAINTIFFS are requesting as relief herein, as well as the power to restrain those defendants from Violating the Sherman Act Section One and Two and to restrain MICROSEMI from its violation of the Clayton Act Section Four as well as find against those violating 35 USC 271 sections (a), (b) and/or (c) in their infringing against PLAINTIFFS' rights to enforce their PHASE-II Technologies against Defendants, one and all.

Venue

111. PLAINTIFFS state that the VENUE is also proper under Section 12 and 14 of the CLAYTON Act and other Federal Standards including 15 USC 22 and 28 USC 1391 (b)(2) (c) as all parties transact substantial business here.

Timeliness

112. This matter is timely based on recent refusals from MICROSEMI to perform verifications under the contracts terms; and also to acknowledge the Settlement Contracts themselves as the CONTRACTS both called for; something PLAINTIFFS allege is a new Clayton Act violation in 2013 as part of its Merger to Symmetricom.
113. Additionally MICROSEMI withheld the Executed Copy of the DDI Settlement Agreement until Feb26th 2013 when their Attorney John Burton turned it over to PLAINTIFFS for the first time ever. This turn-over in 2013 started various Sherman Act clocks ticking as well but created another incident act in the Continuous Offenses committed by MICROSEMI against PLAINTIFFS.

CONTINUOUS OFFENSE DOCTRINE VIOLATION

114. PLAINTIFFS claim a CONTINUOUS OFFENSE DOCTRINE matter operated by MICROSEMI in concert with Defendants who are mostly all members of defendant IETF in this cause of action.
115. As such this matter is composed of "a continuing set of specific discrete events each in furtherance of the larger continuous offense", that being *the preventing of PLAINTIFFS' enforcement rights for their Patent from being recovered.*

Continuous Offense Claim and Jurisdiction/Venue

116. In regard to Continuous Offenses, this court has subject matter jurisdiction pursuant to 28 .S.C. 1331 and 1338(a). Since PLAINTIFFS and MICROSEMI are located in Silicon Valley,

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

PLAINTIFFS' Standing

117. Irrelevant of ANY ENFORCEMENT RIGHTS PLAINTIFFS' Standing is created for claiming IRC165 Fraud Losses by their Contracting with Mark Hastings of DDI (aka MICROSEMI) to file and manage a patent for PLAINTIFFS as the inventors and licensors. Mr. Hastings sold PLAINTIFFS' Patent to a Firm which PLAINTIFFS were consulting for and took a job as a C-level Officer of MICROSEMI (as Datum Inc) at which point he became adversarial and with Datum sued PLAINTIFFS through a Sham Litigation to force the turn over of PLAINTIFFS' property.
118. As such PLAINTIFFS have a 100% loss against all six of the Patents filed from US6370629 including '629 itself. PLAINTIFFS have identified many infringing systems which we today have to write down total enforcement losses for totaling the largest fraud loss in history since it is still escalating daily and will continue to through the terminus of the patent's publication and enforcement period in the US.
119. In this, the SECOND AMENDED COMPLAINT, the PLAINTIFFS assert they have BOTH PATENT enforcement rights [created and supported in the original filing Co-Inventor Agreement and the Settlement]; and
120. Further that based on the IETF placing those Patent Protected Methods inside their Standards, that for any program built to operate under that IETF Standard, that PLAINTIFFS enjoy a full set of JOINTLY OWNED COPYRIGHT ENFORCEMENT RIGHTS herein pertaining specifically to COPYRIGHT PERFORMANCE RIGHTS against the execution of

programs which the IETF designed which contain PLAINTIFFS' PHASE-II Technologies. PLAINTIFFS as such have Third-Party Enforcement standing confirmed in a number of manners.

121. The FIRST CONFIRMATION is that the DDI SETTLEMENT HAS PLAINTIFFS AUTHORIZING DATUM (as the first third party license). ALL OTHER PARTIES ARE COVERED FROM THAT SAME MODEL. PLAINTIFFS can license similarly to any third party based on the SETTLEMENT ALONE.

122. This is further reinforced by the CO-INVENTOR AGREEMENT terms about enforcement. As to the issue of competition, that is covered under PLAINTIFFS' NDA agreement with MICROSEMI. PLAINTIFFS notified MICROSEMI of infringements and demanded under the NDA that those were now Controlled Instances of Information Belonging to PLAINTIFFS per the terms of the Settlement and only the PLAINTIFFS as such could enforce against those parties.

123. PLAINTIFFS' Standing is further justified by the Korzybski Doctrine which states Korzybski "must rest upon the assumption that the owner of the statutory monopoly has some power to protect his 'work,' for otherwise any dedication would be without consideration."⁷

Either Document - Co-Inventor Agreement or Settlement gives PLAINTIFFS Standing to Sue and enforce against third parties

124. PLAINTIFFS assert that either of the two documents, the Co-Inventor Agreement and or/the DDI Settlement Agreement provide the PLAINTIFFS with full enforcement against any and all third party infringers, and that this has been blocked by Microsemi to protect its industry partners that are actively reselling in the millions of devices they have in service

⁷ Korzybski - 260 F.2d at 642.

today infringing on PLAINTIFFS' IP Enforcement Rights as the Sole Owners of PHASE-II Technologies; the ones protected under the Umbrella of US6370629. PLAINTIFFS assert this constitutes an actionable cause herein.

125. In closing the idea on the establishment of PERFORMANCE RIGHTS for PLAINTIFFS against DEFENDANTS' programs implemented which "in some unauthorized manner contain this patent protected IP", with regard to MICROSEMI'S intent and its actions per the terms of the disputed DDI Settlement PLAINTIFFS reassert "that PLAINTIFFS only licensed MICROSEMI for *the limited use in the Confidential Courier based products defined in the settlement*. All other uses including all direct and indirect third party enforcement were retained by PLAINTIFFS, that their actions in withholding the settlement to stop both its enforcement and court review is a key concept here".

126. As such based on unlawful filing and abandonment, refusal to honor the contract and act properly as PLAINTIFFS' FIDUCIARY in managing the PATENTS contracted for with MICROSEMI, MICROSEMI'S actions over the last 12 years speak for themselves prove the CONTINUING OFFENSE claim fully.

PLAINTIFFS are finally able to ask the Question - Is this Settlement even legally enforceable or it is void based on the Talbot Precedent?

127. PLAINTIFFS assert that from executing the terms of a settlement contract MICROSEMI obtained from PLAINTIFFS under extortive conditions, and which it then withheld from PLAINTIFFS for twelve years, that PLAINTIFFS have finally recovered their rights and now seek to test the Settlement or have it declared void it before the Courts.

128. PLAINTIFFS are concerned that Talbot v Quaker State Oil Refinery causes this settlement to be void because it (the TTI and DDI Settlements both) are missing exactly the

same piece which was grounds for voiding the contract in Talbot, and so with the filing of this Second Amended Complaint will move the Court to immediately review that document for its status under Talbot and if necessary order its being voided under the Talbot Precedent. Both have reporting and notice statement sections and no way of implementing those practices, something which PLAINTIFFS have repeatedly demanded MICROSEMI cure by adding the missing pieces of the contracts which current court precedents mandate so the PLAINTIFFS can properly execute their rights. MICROSEMI refuses to publish any of the requested documents and has for the last 12 years.

PLAINTIFFS' Enforcement Rights exist in both the Co-Inventor Agreement and the Settlement

129. PLAINTIFFS state that whether the Settlement Agreement is void or not PLAINTIFFS still have third party enforcement rights, as will be demonstrated in reviewing the contingency section of the Co-Inventor Agreement which makes both patents the property of the plaintiffs in this specific situation. Thus if the Settlement is voided by the court, at this late date it would trigger the contingency transfer language in the Co-Inventor Agreement making the original 992 Patent and the Amended 629 Patent property solely of PLAINTIFFS.

130. As to the ongoing infringements which PLAINTIFFS as the PHASE-II Rights Owners have 3rd party Enforcement rights against, we seek to enforce those as well.

PLAINTIFFS' Noticing of MICROSEMI as to who Infringers are and how under the NDA creates a PLAINTIFFS ONLY ENFORCEMENT MODEL

131. PLAINTIFFS prepared for the issue of "how to stop MICROSEMI from approaching PLAINTIFFS' licensee targets with another competing offer". PLAINTIFFS created direct

statements of who those parties were and formally disclosed them to MICROSEMI under the TERMS OF THE NDA SECTION OF THE SETTLEMENT that MICROSEMI itself is the sole author of.

132. PLAINTIFFS assert that this FORMAL ACTION ON PLAINTIFFS' PART serves to *create a wall between the problems MICROSEMI created when it refused to complete the contracts and prevents MICROSEMI from approaching or even discussing an alternative licensing offer to those parties identified to it under the cover of the NDA and their infringements. The use of this aspect of the NDA controls*, all of the disclosures between PLAINTIFFS and MICROSEMI since the settlement was created and setup for the PLAINTIFFS a unique control practice for noticing Microsemi on Infringers per what is necessary under TALBOT to make the settlement enforceable. I.e. PLAINTIFFS have done everything possible to CURE the missing Documents necessary under TALBOT to make both Settlements enforceable and Microsemi has prevented and blocked the production of those documents since 1999.

133. PLAINTIFFS also disclosed under the NDA all of the Infringers' infringements to the level of general analysis and in many instances to the claim level in the US6370629 patent. As such PLAINTIFFS have identified and disclosed their specific class of infringements to MICROSEMI under our NDA which prevents MICROSEMI from any licensing of any of these IP to those parties. All of those documents showing infringements will be added to the larder of case documents.

134. Parties' enforcement rights, under the Joint NDA PLAINTIFFS have disclosed the names of all of the infringers to Defendant MICROSEMI. PLAINTIFFS under the NDA sent MICROSEMI specific Infringement Analysis and Enforcement Notices against a number of

Defendants. MICROSEMI apparently contacted a number of them in direct violation of the NDA in the Settlement and assured them they would not let PLAINTIFFS enforce against those parties products, and somehow most of those parties wound up as MICROSEMI customers. What is generally known as a balance-of-trade agreement in market manipulation schemes.

The IETF's unauthorized use created a unique PERFORMANCE RIGHT against the execution of Programs derived from PLAINTIFFS' PHASE-II Controls.

135. And at the end-of-the-rainbow since third-party enforcement is the issue, users of IETF and other Software Models dependant on noticed Standards Groups use of that same IP (like OpenGeoSpatial and OASIS or IEEE) which are licensed therein are tied to PERFORMANCE RIGHTS considerations PLAINTIFFS' hold under the Mazer SCOTUS precedent and Garcia Ruling from the Ninth Circuit; Both creating a unique survivable enforcement right for PLAINTIFFS which is further strengthened by the Copyright Act's Duty to Account as well.

Plausibility factor (Ok it sounded Looney originally but...)

136. Under *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662 (2009). The “plausible” standard requires more than showing that liability is merely possible or conceivable.

137. While the idea of an Industry-wide conspiracy sounded impossible the US DoJ's antitrust conviction in the employment letters matter as part of the High-Tech Employment Antitrust issue, proved that conspiracies which would critically protect the defendants' corporations in

those matters did in fact exist and were in operation through the period of the PLAINTIFFS' damages.

138. Since none of the defendants named can operate without infringing on US6370629's PHASE-II Technologies the idea they would band together to prevent PLAINTIFFS' enforcement is also much easier to prove at this point. Letters between Steve Jobs to Eric Schmidt about protecting the companies' IP are critical and document the underlying tone at the top of the Companies accused in this cause of action.
139. The principal defendants in this matter are the same as those of the Silicon Valley Antitrust matter up before Judge Lucy Koh in the San Jose District Court, and which also stood before Judge Reggie Walton of the USDC DC Circuit for Antitrust violations of a Criminal Nature.
140. For a standards agency to take patent protected IP and then create a program which infringed that patent and then re-license the use of that around the protections of the patent to their users, would be a crime against public interest in the functional setting aside of US patent protection in favor of a copyright of questionable authenticity⁸.
141. PLAINTIFFS assert this litigation then completes bringing to daylight the final action in that industry wide antitrust matter, what the PLAINTIFFS assert in this Complaint has been Wholesale Manipulation of the Global Standards Agency called the IETF.
142. PLAINTIFFS' allegation in our matter is simply another aspect of the same sets of frauds since US63709629 controls many of the functions these parties use in their day to day operations, hence they are all major infringers. Further since the infringing protocols cannot be used in any manner without infringing the creation of these dependencies in Defendants'

⁸ See *Weissman v. Freedman*, 868 F.2d 1313, 1318 (2d Cir. 1989); see also 17 U.S.C. § 103

products and services on PLAINTIFFS' proprietary IP has caused PLAINTIFFS significant damage.

143. So the banding together of the Defendants into a formal conspiracy is very plausible as a group to work to prevent PLAINTIFFS' recovery, and that potential is one of the legs of this claim.

MICROSEMI

MICROSEMI Tortuous Interference claim(s)

144. PLAINTIFFS assert these alleged *continuing offense* actions in continuing to deny PLAINTIFFS' rights and refusing to perform per the terms of the settlement, are all part of a Continuing Offense which MICROSEMI and its partners have used to tortuously interfere with PLAINTIFFS' rights and in that action have implemented a group-wide effort to prevent the DEFENDANTS from being liable to PLAINTIFFS for their unlicensed use of the PLAINTIFFS' Intellectual Properties.
145. Through this effort MICROSEMI and its executives waged a decade plus long war including denying PLAINTIFFS' right to third party enforcement rights and misrepresenting PLAINTIFFS' rights to key investors to prevent their properly commoditizing their IPs.

MICROSEMI Fraud Allegations

146. MICROSEMI'S filing and abandonment of five unauthorized foreign instances of US6370629 is a matter of record and PLAINTIFFS can ask for Summary Judgment on that claim alone. But the Fraud Enhancement takes proving intent and PLAINTIFFS allege these actions "in abandoning five foreign patents by not paying small statutory fees in the filing

and advancement process" and then later to filing Notice with those Patent Agencies
PLAINTIFFS could not recover those abandoned patents is a clear action against
PLAINTIFFS' interests.

147. PLAINTIFFS allege in this complaint that these acts were performed by MICROSEMI in concert with its partners in MICROSEMI'S alleged Vertical Conspiracy with its resellers (Cisco et Al) , to prevent PLAINTIFFS' rights from being implemented.

MICROSEMI: SHERMAN ACT Section Two Violations:

148. MICROSEMI has allegedly committed a number of Sherman Act violations (Section One and Section Two) and several Clayton Act (Section Four) violations in its alleged effort to prevent PLAINTIFFS from being able utilize their property and to dilute its Market Power in violation of US Antitrust Law.

First Sherman Act Section-Two Violation

149. PLAINTIFFS' allegation is that MICROSEMI Management has planned and led a "Continuing Offense for at least 12 years to deny the existence of the DDI Settlement Agreement and to damage PLAINTIFFS' Market Power from their PHASE-II technologies which make up US6370629.

150. That further MICROSEMI did this because they know that the withheld settlement was likely voided by Talbot v. Quaker State Oil Refinery (TALBOT: 28 F. Supp. 544 (1938)) precedent set in the Supreme Court; But without an executed copy PLAINTIFFS would be unable to have this, the Trial Court review of that contract for its standing and enforceability.

151. Again, PLAINTIFFS allege the withholding of the Executed Settlement Agreement itself was a continuing act which terminated on February 26th 2013 with the turn-over of a photocopy of the fully endorsed contract.
152. As to how the document was withheld. PLAINTIFFS further assert that the Settlement Document was originally delivered to PLAINTIFFS with an altered Signature Page. When its replacement was Demanded by PLAINTIFFS with a fully wet-signed copy MICROSEMI refused and the 12 year action started; An Action PLAINTIFFS assert was performed by MICROSEMI to prevent them from proving their claims or even getting court review of that document.
153. **TORTUOUS INTERFERENCE:** PLAINTIFFS also assert that this willful set of frauds (altering the signature page, withholding the document until 2/26/2013, denying for all for those 12 years that plaintiffs had any rights, etc.) constitutes tortuous interference with PLAINTIFFS' Economic Standing and that by the Settlement being withheld after its Execution, the altering of the Signature Page, as well as their acts of TI over the same 12 year period, MICROSEMI tortuously interfered on an ongoing basis with PLAINTIFFS' economic advantage and their commercial prospects under the Sherman Act Section Two.
154. That during the period that MICROSEMI withheld that document from PLAINTIFFS it repeatedly "told all parties that inquired" initially that the document "didn't exist" and then later that was remodeled with an admission that "the document was created but never executed", and finally when PLAINTIFFS sent executed copies of the documents to those who had tried to verify under section 8.3, 8.4 and 8.7 of the contracts what PLAINTIFFS' rights were, that they (the Defendant MICROSEMI) would prevent PLAINTIFFS from enforcing their claims against MICROSEMI'S partners operations.

155. PLAINTIFFS assert this forms a number of VERTICAL CONSPIRACIES in the context of Antitrust under both the individual (section two) and the group charges (section one) of the Sherman Act.

Second Section-Two Violation

156. In the process of withholding these documents MICROSEMI itself registered US6370629 filings in Brazil, Japan, Canada, and the EU with no releases for them and then "abandoned" those after filing their replacement instance of US6393126 to give the company its own patent. A patent based on IP from US6370629 and the TTI IP PLAINTIFFS licensed for limited use to MICROSEMI. These unauthorized patent filings in Canada, the EU and other World Patent filings created those instances of US6393126. The filing of the '3126 patent constitutes an independent Sherman Act Section Two Claim.

Third Section-Two Violation

157. MICROSEMI (in collusion with its Japan Reseller AMANO Corporation) engineered the fraudulent bankruptcy performed by CertifiedTime CEO Mark Williams.

158. Since PLAINTIFF Glassey was a board member of that corporation, and was not at the board meeting alleged to occur wherein the Bankruptcy was formally approved, and without PLAINTIFF'S presence in that matter there at the meeting because of empty board seats there could be no quorum.

159. MICROSEMI since that time has taken software from that system and other design components which were integrated into a number of its current products including its National Timing System stack. MICROSEMI'S alleged actions in manipulating Amano and causing the destruction of CertifiedTime Inc so that it could absorb more of PLAINTIFFS' Ideas and Technologies is another Sherman Act Section-Two violation in manipulating the

market. It also constrains potentially criminal actions with its partner in the theft of properties sold to PLAINTIFFS; by US Bankruptcy Court in BK 01-54207-MM in San Jose California. The act of taking these from PLAINTIFFS' site in Japan and then re-importing them into the United States for use inside MICROSEMI'S systems constitutes a Sherman Act Section Two violation as well.

Fourth Section-Two Violation

160. Additionally as a Section Two act violation, the IETF standards practice when it takes content not authorized and publishes it for use under the IETF's new copyright claim violates the protections that Section 102 of the Copyright Act creates.
161. In fact the IETF copyright on any document containing unauthorized technical standards content protected under another Copyright or Patent has become the issue.

COUNTS

162. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-159.
163. For all Counts, PLAINTIFFS are the owner of "all rights, title, and interest" in U.S. Patent No. US6370629 with regard to the components called PHASE-II technology within that patent. PLAINTIFFS have suffered enforcement losses against all five foreign instances of US6370629 filed by MICROSEMI.
164. Defendants have profited through infringement of the PLAINTIFFS' Patents. As a result of Defendants' unlawful infringement of the PLAINTIFFS' Patent protected IP enforcement rights, PLAINTIFFS has suffered and will continue to suffer damage.

165. PLAINTIFFS are entitled to recover from Defendants the damages suffered by PLAINTIFFS as a result of Defendants' unlawful acts.
166. On information and belief, Defendants' infringement of one or more of the PLAINTIFFS' Patent protected IP enforcement rights is willful and deliberate, entitling PLAINTIFFS to enhanced damages and reasonable attorney fees and costs.
167. On information and belief, Defendants intend to continue their unlawful infringing activity, and PLAINTIFFS continue to and will continue to suffer irreparable harm—for which there is no adequate remedy at law—from such unlawful infringing activity unless Defendants are enjoined by this Court.
168. For all of the following Counts, PLAINTIFFS are the owners of all rights, title, and interest in the PHASE-II Technologies as protected under the '629 patent, entitled "Controlling Access to Stored Information [with time and location]" duly and properly issued by the U.S. Patent and Trademark Office in April of 2002. PLAINTIFFS are also the sole owners of the TTI technologies specified inside of US Patent 6393126, a patent issued to MICROSEMI without any filing authorization from PLAINTIFFS.

Notice of Potential for Request to either further clarify complaints or add new fraud and an additional SOX406 related claim

169. PLAINTIFFS anticipate DISCOVERY also revealing proof of two other Sherman Act claims and a string of Clayton Act violations for MICROSEMI and potentially fraud claims in related violations across the entire chain of Defendants. As such PLAINTIFFS are noticing the Court that Discovery will likely lead to additional *or better refinements to the existing claims* and to the naming of three DOES (Adobe, Disney/Pixar and Lucasfilm) and their specific 35 USC 271 infringements for (b) and (c) infringements who have currently emerged

since the filing of this case originally so PLAINTIFFS notice that there may be grounds for a proper Third Amended Complaint as well to be filed once certain preliminary matters are resolved in this cause of action.

170. Additionally a POSITIVE RULING from this the Trial Court pertaining to the Fraud Loss qualification will document frauds in the Infringing Corporations' Management opening them to SOX section 406 claims and litigation therein as PLAINTIFFS are stockholders in a number of the Defendants today who are regulated by the SOX act itself.

COUNT 1 - MICROSEMI: Infringement of PLAINTIFFS' PHASE-II Technology; Fraud; Sherman Act § 1 and § 2 Violation; Clayton Act § 4, Operating a Hub and Spoke /Horizontal Conspiracy to restrain trade in violation of § 1 of the Sherman Act, Tortuous Interference

171. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-170.

Microsemi uses infringing technologies in its sale of non-licensed equipment including its TIMESYNC system

172. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation, MICROSEMI TimeSync and other systems using IETF protocols based on the infringing IP. MICROSEMI'S limitation is for use inside of ConfidentialCourier(tm) products, not IETF products in any form. As such any IETF protocol appearing inside a MICROSEMI device which infringes which MICROSEMI delivers copies of are inducements to infringe for the end-users.

US6370629 unauthorized filings and related abandonment's

173. SHERMAN-ACT SS2: MICROSEMI filed and then abandoned six (6) copies of US6370629 only one of them authorized. Five of the six were abandoned either before or at publication time.
174. Those abandoned filings were then replaced with a patent which named MICROSEMI (US63903126) itself as the inventor with many of the same claims and some from other IP (the TTI) PLAINTIFFS licensed to MICROSEMI for very limited uses only.

Microsemi TTI Contract Violation

175. PLAINTIFFS are also the sole owners of the core technologies comprising the TRUSTED TIMING INFRASTRUTURE that MICROSEMI licensed the design of three derivatives of actual TTI systems and the use of the term "Trusted Timing Infrastructure" as a Trademarkable Market Identifier.
176. The actual GMT TTI is a set of thirty two components providing a set of models analogous to Judge Paul Grimm's relative-value in Digital Evidence templates. It was designed in mid 1996 while PLAINTIFFS were members of the ABA Information Security Committee working on legal standards in the ABA as resident technologists in the Science and Technology Track and the Information Security Committee. PLAINTIFF Glassey is published in the PKI Assessment Guidelines of the American Bar Association as a note as well. The PLAINTIFFS' original TTI as presented to MICROSEMI under NDA provides four (4) separate trust practices and the mechanical technology specification (an array of eight components to provide and track the various trust models implemented). The intent of the TTI was to pre-define the methods of providing provable time from a legal context into a computing environment something no other systems than the TTI actually do today.

177. MICROSEMI declined to build the GMT TTI and instead wanted to license three components of that set of tools for a mini TTI of Microsemi components they were marketing. Those are the three components described in the TTI Settlement Document that are particular to MICROSEMI.
178. The Settlement has no provisions for MICROSEMI'S filing of any patents whatsoever based on the TTI.
179. MICROSEMI filed three patents based on the TTI PLAINTIFFS are aware of, a World Patent, Canada and the US as US6393126. This act by MICROSEMI violated the Sherman Act Section-Two for the unauthorized filings and then abandonment of US6370629 in Japan, Brazil, Canada, the EU and South Africa- a clear market control action which has enforcement potential.
180. As such the TTI Patent (US6393126) is neither authorized nor contemplated by PLAINTIFFS, and a Sherman Act Section Two violation. For the Court's Information, the GMT TTI is a Security Framework for distributing and verifying TRUSTED TIME in COMPUTING INFRASTRUCTURE AS A PART OF PLAINTIFFS' "DIGITAL EVIDENCE PROTOTYPES".
181. Later after extorting the Settlement Agreement from PLAINTIFFS MICROSEMI withheld the executed copy of the DDI Settlement Agreement to prevent the PLAINTIFFS from being able to have a court review it for its enforceability and then denied the contract existed to the parties PLAINTIFFS sent to verify PLAINTIFFS' rights in violation of the Settlement itself, an act of Tortuous Interference by Defendant MICROSEMI against PLAINTIFFS. Additionally over the period it withheld the DDI Settlement from PLAINTIFFS Defendant MICROSEMI acted in concert with Defendant IETF Standards

Agency to "allow PLAINTIFFS' protected PHASE-II IP to be placed into Network Standards" used by the other Defendants in their commercial products in violation of PLAINTIFFS' IP Rights. (All Sherman Act violations, Section One with IETF, and Two because of its withholding the document itself.)

182. Additionally in 2001 PLAINTIFFS allege MICROSEMI had its Agents in Japan AMANO Corp seize (Amano freely admits this) and then turn over to MICROSEMI materials in AMANO's possession in Japan including PLAINTIFFS' Software, NIST Time Servers purchased from the US Government (three of them) and two MICROSEMI Model 5071A Atomic Clocks manufactured specifically for PLAINTIFFS, another Sherman Act Section Two violation as well by both MICROSEMI and Amano Corp its Japan Reseller since parts of these were sold under a US Bankruptcy Sale Order (see Exhibits Docket 6) to PLAINTIFFS. Another Clayton Act Section Two action.

183. CLAYTON ACT Violation of 2013: Under the Clayton Act § 4 PLAINTIFFS allege that per the TTI and DDI settlement agreements there is a role of FIDUCIARY Created with each 'baton pass' between successors and the party they succeed. In becoming the Successor to Symmetricom, per Sections 8.3 and 8.4 and 8.7 of the contract, MICROSEMI must "agree" meaning they must create a document saying they will be bound by the terms of the contract as an amendment to the Contract itself. MICROSEMI has refused and so is in breach of the Contract itself and in violation of the Clayton Act Section Four.

**COUNT 2 - Microsoft: Infringement of PLAINTIFFS' PHASE-II
Technology enforcement rights**

184. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-184.

185. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation, Microsoft Location Based Service library and Microsoft Activator Modules and the related software loaded onto these fixed location, mobile and handheld electronic computing devices. Other Microsoft components like Windows Embedded NavReady(tm) components infringe as do a number of more mundane Microsoft systems including the Microsoft Patch Process, the Service Pack Bundling system, and a number of other applications infringe based on their operations including but not limited to Microsoft

186. PLAINTIFFS assert MICROSOFT was formally properly noticed and with IETF publications PLAINTIFFS have met the burden properly of Noticing Microsoft on its Infringements. Finally the Microsoft SKYPE and its Image Tools also infringe. in their use of IP protected under claims 19-32 of the US6370629 patent.

**No Microsoft uses which do not infringe on PLAINTIFFS' US6370629 protected
PHASE-II IP Rights.**

187. PLAINTIFFS finally allege many if not all of Microsoft's products cause its end-users to infringe PLAINTIFFS' enforcement rights on PHASE-II Technologies. Like most other Infringers there is no possible way to use Microsoft Operating Systems or its Network

Interfaces without Infringing. PLAINTIFFS' PHASE-II technologies are today an integral part of the Microsoft Active Directory and OS systems such that they cannot be used without infringing.

COUNT 3 Google: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights

188. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-187.

189. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limited to Google Location Based Service library and Google Software Installer and Activator Modules; And the related ChromeOS and Android software loaded onto these fixed location, mobile and handheld electronic computing devices, including but not limited to Chrome OS and Android Mobile Phone and Access Devices from all manufacturers, GoogleWallet, Google Glasses, Youtube GeoTagging, GoogleMaps, GoogleCar and GooglePlane control systems; Google internal back-end Data Replication and reprovisioning schemas for data-mirrors from site to site and other infringements, Google Search Engine Optimization and Advertising Reselling through time-controlled and location controlled selection of advertising.

No Non-infringing uses of named Google Products.

190. There are no non-infringing uses of these GOOGLE Products. PLAINTIFFS finally allege Google's products cause its end-users to infringe PLAINTIFFS' enforcement rights on PHASE-II Technologies and for many of them there is no possible use of them without infringing PLAINTIFFS' PHASE-II IP Rights. Particularly also the use of the encrypted modem chip Android Phones makes their Location Based Service operations fully infringe at a no-possible use without infringing level as well.

COUNT 4 Apple: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights

191. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-190.

192. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation, Apple Location Based Service library and Apple Software Installer and Activator Modules in MacOS and MOCHA, and its new Geotagging and ApplePAY (digital wallet) systems directly infringe both in the daily operations of the Apple Infrastructure as well as on a per-event basis for the End-Users Apple sells these infringing services to.

193. That these infringing products include but are not limited to those names the iPhone and iOS its operating system itself, iPad and iPad MINI units as well as other Apple products

which are only Software in Form. This includes certain applications APPLE operates as well including ones which resell via iTunes and the media resale systems represented by the iTunes storefront on the world-wide-web.

194. Additionally this also applies to all GeoTagging, AppleMaps, APPLE internal back-end Data Replication and reprovisioning schemas for data-mirrors from site to site and other infringements including Apple iTunes Cloud computing systems and others. As with many others all of these Apple systems infringe by their very use.

There are no non-infringing uses of these Apple Products.

195. There is no possible way to use the names Apple Products without infringing on processes and methods protected by PLAINTIFFS' PHASE-II IP Rights. Particularly also the use of the encrypted modem chip in iPhones makes their Location Based Service operations fully infringe at a no-possible use without infringing level as well.

COUNT 5 - Oracle: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights

196. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-195.
197. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation Solaris's Location Based Service library and both Solaris and Oracle product Installer and Activator Modules (SUNOS, Oracle LINUX, Sun

SOLARIS and the Oracle Applications Suites (Financial, Manufacturing, Support, etc.) and the Oracle Cloud Commercial computing services.

198. This INDUCEMENT TO INFRINGE also applies to most of the other DEFENDANTS' use of DEFENDANT ORACLE'S products in their "internal back-end Data Replication and reprovisioning schemas" for data-mirrors and from site to site and other Cloud type operating infringements.

There are no non-infringing ways to use the Oracle Applications Suite.

199. PLAINTIFFS finally allege any number of ORACLE'S products cause its end-users to infringe PLAINTIFFS' enforcement rights on PHASE-II Technologies and that per the Inducement to Infringe requirements, ORACLE was formally noticed to cease and desist their use of these IP's on no less than three occasions from 2010 onward.

200. Oracle's Financial Systems as just one example, when they create complex time-based triggers from their programming support framework, infringe directly when running those services.

201. The infringement pertains to the time-stamp data structure and how it is created that represents the internal in-database timestamp something that the Oracle Database cannot operate without meaning Oracle cannot operate or resell its products without infringing US6370629.

COUNT 6 - Ebay/Paypal: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights

202. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-201.

203. PLAINTIFFS attest that both PAYPAL and EBAY were formally noticed to cease and desist their use of these IP's on no less that two separate occasions from 2012 onward.
204. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation, the EBay Time-Centric Secured-Network interface based Auction System; The PayPal ACH and Electronic Payment Interfaces; Both entities transacting BitCoins(tm) Digital Currency and any other infringing systems or sale of materials like Cisco and Juniper equipment.

In re sale of BitCoins - "no method of transacting BitCoins which does not infringe."

205. Like Ebay and Paypal systems as well, all users of BitCoins infringe. There is no possible way to use a BitCoin without Infringing.
206. Likewise there is no way to use Paypal or Ebay without infringing in multiple areas of their operations and practices. For instance the selling of a BitCoin to a third party is both a direct infringement for the Ebay infringements and an inducement to the party buying the BitCoin "to infringe when they use the BitCoin itself". EBay's sale and then expectation of use constitutes inducement to infringe or contributory infringement at the least. PayPal transacting BitCoins (mining) infringes directly and when mined in concert with other systems becomes part of the larger BitCoin framework infringement.
207. Both eBay and Paypal were noticed on their infringements and have continued to infringe ignoring those CEASE AND DESIST demands from 2010 onward.

**COUNT 7 - CISCO/JUNIPER: Infringement of PLAINTIFFS' PHASE-II
Technology enforcement rights**

208. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-207.
209. Defendants have been and/or are directly infringing and/or inducing infringement of and/or contributorily infringing the '629 patent by, among other things, making, using, offering to sell or selling in the United States, or importing into the United States, products and/or services that are covered by at least claims 19 through 32 of the '629 patent, including, by way of example and not limitation, IETF Protocols containing PHASE-II Technologies. Juniper imports and builds systems used in networking for fixed, mobile and handheld electronic computing devices.
210. Both Defendants CISCO and JUNIPER were formally noticed to CEASE AND DESIST the sale of the PLAINTIFFS' Protected IPs inside their Network Infrastructure and Computing Products on several occasions between 2011 and 2014 fulfilling the INDUCEMENT requirements for the complaint against both.
211. Further both Defendants are 'Cornerstones of the IETF' as it were and understand and in fact are partially responsible for the operations of the IETF today, making them directly tied to the IETF's Intellectual Properties Rights practices at an intimate level.
212. As such neither Cisco or Juniper have cause to ship a product with infringing code or technology inside of once noticed of that infringement. Since PLAINTIFFS filed for twenty protocols neither company can deny it is fully aware that they both actively ship infringing implementations of PLAINTIFFS' PHASE-II IP with virtually all their systems today and that their clients cannot use those systems without infringing.

213. Both CISCO and JUNIPER were noticed on their infringements and have continued to infringe ignoring those CEASE AND DESIST demands from 2010 onward.

No Non-infringing uses of these IETF protocols.

214. Cisco and Juniper were both formally noticed that there are no non infringing uses of PLAINTIFFS' PHASE-II Technologies appearing in most all of their products today and that they are both to cease and desist their infringement actions.

COUNT 9 - IETF: Infringement of PLAINTIFFS' PHASE-II Technology enforcement rights, Clayton and Sherman Act Violations

215. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-214.

216. PLAINTIFFS are the sole owner of all rights, title, and interest in the PHASE-II Technologies as protected under the '629 patent, entitled "Controlling Access to Stored Information [with time and location]": duly and properly issued by the U.S. Patent and Trademark Office in April of 2002. This is further codified in the DDI Settlement Agreement as to its intent, that in all instances PLAINTIFFS are the sole owners of PHASE-II Technologies and they and only they license resellers of those technologies. Further that per Title 17 all other parties have a duty to report any jointly owned copyright protected properties under the US Copyright Act's Duty To Account.

217. As the sole publisher of INTERNET NETWORKING STANDARDS on EARTH the IETF's protocols run the entire World today. All nations on the Planet Earth rely on TCP/IP based networking which the IETF is the keeper of the standards for.

218. The problem is many of the IETF Standards published since have been identified "to have PLAINTIFFS' IP INSIDE THEM WITHOUT AUTHORIZATION".
219. These named protocols⁹ have no non-infringing use or possibility of use and as such protocols like BIT TORRENT, which today constitute between 30% and 70% of all Internet Traffic, infringe by design. SecureDNS, NEA, DHCP, NTP and PTP as well as the BGP4 and OpenGeoSpatial Protocols all infringe on claims 19 through 32 of US6370629. Some (in the 20+ protocols already identified which contain Infringing Technology) in one or two functions only but the key ones in so many instances that the PROTOCOLS themselves cannot be used without these infringing components.
220. All of these Standards and permission to reproduce them for DERIVATIVE USE under IETF BCP#78 and IETF BCP#79 the terms and conditions contracts is granted under the IETF Copyright as well. Something PLAINTIFFS assert the IETF has no legal authority to do, that being "allow a third party (one of its partners) to create a version of a patent protected program under their IETF copyright and the assertion that this side-steps the patent protections there in creating a work the IETF controls all rights to as they have for over a decade now with their partner MICROSEMI."
221. As such any one of the Defendants producing a product (software, firmware) compliant to those PROTOCOL STANDARDS "Infringes both in their coding and debug work as a 35 USC 271(a) infringer but also when they sell or import those devices, appliances or programs as a 35 USC 271 (b) or (c) infringer". As such today's Internet stops working without Defendants' continued infringements against US6370629.

⁹ (See Exhibits for Docket 6 OTHER/IETF IP Notice for the first 20 notices sent to IETF on Infringements)

222. Defendants IETF and their MEMBERSHIP as such have to cover this up because it is the operation of an ongoing HORIZONTAL CONSPIRACY¹⁰ violating both Sections One and Two of the Sherman Act.

223. As to how the IETF under a special 'usable for any purpose' copyright publishes detailed cookbook or how-to papers on Network Standards, the IETF operates a SOCIAL MEDIA type standards practice - it uses email and a web based interface as the interaction component between the members and the efforts they are involved in. They also meet three or more times somewhere globally and not attending these meetings can spell death to a standards practice so without significant money to back a standards process it is very unlikely within the IETF that any standards efforts would get off the ground. The average Standards Practice costs the party running it between four and eight million dollars in just employee salary and cost-of-operations for the test-laboratory necessary to build those protocols in a corporate environment.

224. The standards themselves are a COOKBOOK RECIPE for implementing that NETWORK PROTOCOL and contains a full transactional (per the US6370629 Claims) stepwise process which directly infringes the controls in the PLAINTIFF'S US6370629 patent umbrella. IETF Documents detail the protocol interfaces, handshaking and use of the data models; These RECIPES for NETWORKING TOOLS are then reduced to programs from the service interfaces or API's in infringer's equipment by parties like Cisco, Juniper, Apple, Microsoft, Google and Oracle. They are further used in their production by

¹⁰ A conspiracy is an agreement, either express or implied, between two or more parties to accomplish an unlawful objective or to accomplish a lawful objective by unlawful means. *Pearl Brewing Co. v. Anheuser-Busch, Inc.*, 339 F. Supp. 945, 950-951 (S.D. Tex. 1972) (citing *United States v. Kissel*, 218 U.S. 601 (1910); *American Tobacco Co. v. United States*, 328 U.S. 781 (1946); *Standard Oil Co. v. Moore*, 251 F.2d 188 (9th Cir. 1957)).

Defendants EBAY/PAYPAL, NETFLIX, STATE OF CALIFORNIA, USG, and virtually anyone else using TCP/IP Networking for which they designed the workflow handshaking and communications rules as part of their Global Standards Effort.

225. Thus the IETF creates what are Industry Standards in the Internetworking realm. That means anyone using the IETF standard which contain infringing 'claims as process steps' like those which are protected by US6370629 will infringe when this code is "performed" or run.

226. The question is one as to PLAINTIFFS' PERFORMANCE RIGHTS of the patent protected IP in those programs per the limitations of Copyright Section 102 when unauthorized content is included against the wishes of the content owner, as has happened here. As such its republication as a Copyright protected replayable media under the IETF copyright is also a key element of this matter (a standard creates something that is executed in this context, i.e. a network aware program, so the execution of the program is the PERFORMANCE RIGHTS PLAINTIFFS assert they have rights to as well).

227. Finally, PLAINTIFFS assert under Section 102 of the Copyright Act it is an Antitrust action through the Standards Community and Technology Sector to force other adopters to infringe PLAINTIFFS' IPs by implementing compliant systems which contain PLAINTIFFS' IPs.

228. The Antitrust Damage is clearly denial of access to the market based on the IP rights being made functionally impossibly expensive to enforce or rendered unenforceable.

Technical Standards enjoy a special forms Copyright Document - they are NOT literary works and so generate PERFORMANCE RIGHTS from their derivatives naturally.

229. A technical standards document is a recipe, and its steps must be followed exactly to achieve network interoperability. So any Standard which contained IP protected under a

Patent would mandate the use of that IP in any device, program or digital appliance built to comply with that standard.

230. As such the PLAINTIFFS allege in this complaint that the Defendant IETF (through its members) is running Horizontal Conspiracy in the production of Standards with Defendants Cisco, Juniper and others. PLAINTIFFS further assert it is the production of these standards which contain content for which PLAINTIFFS filed no less that twenty (20) formal DO NOT USE statements with the IETF Intellectual Property ("IP") Rights program¹¹.

231. The inclusion of this IP into the Standards and their Licensing from the IETF to its members like Cisco and Juniper which completes this particular Horizontal Conspiracy in those parties' joint program which PLAINTIFFS assert was set up to violate the PLAINTIFFS' Title 35 Protections is an effort to make the IETF's own Copyright Claims supersede PLAINTIFFS' patent protections on content the IETF and its members include in their own Standards publications.

IETF and all users of its IP noticed properly.

232. PLAINTIFFS filed timely notices with IETF through the end of 2009. To date 20 or more IPR (Intellectual Property Rights) statements and CEASE and DESIST demands against the use of the IP with the IETF "constructive notice of Inducement To Infringe" were formally served in compliance with the standards set in *Unisone Strategic IP, Inc. v. Life Techs. Corp.*, No. 3:13-cv-1278-GPC-JMA (S.D. Cal. Oct. 22, 2013).

¹¹ See www.ietf.org/ipr for details on the Intellectual Property Rights flings made for IETF protocols

A Patent Infringement Fraud in a Standards Group is a Conspiracy based on the number of parties involved.

233. PLAINTIFFS' arguments are that "the tying of the Standards Practice which licenses the Defendants to use their Infringing Network Standards" for Apple, Google and all of the other Defendants to implement in their Products globally completes both key aspects of the Conspiracy to Dominate the Market and Prevent PLAINTIFFS Enforcing globally their IP rights. It also forms a Horizontal Conspiracy within the IETF itself and a Hub and Spoke Conspiracy between the IETF and the party implementing its protocol standards which allegedly infringe PLAINTIFFS' Rights.
234. The Spoke companies like Cisco, Juniper, Oracle, Apple, Microsoft, Ebay, Paypal, Netflix, and Google all either build and sell infringing gear, or have systems which provide a service to the public or private users which infringes when those users utilize it. In all instances we found infringements in, those systems have no non-infringing uses for all of the Spoke Companies and their Client base.
235. The ANTITRUST MARKET MANIPULATION comes in based on the size of these markets. The code which infringes will be sold to hundreds of thousands or millions of customers for their daily use globally, and the instant those parties turn those devices on they become ACTIVE DIRECT INFRINGERS.
236. Based on the INDUCEMENT TO INFRINGE from the Defendants those EQUIPMENT AND SOFTWARE PROGRAMS which contain infringing processes or when they are run infringe the PLAINTIFFS' PHASE-II TECHNOLOGY RIGHTS have become ubiquitous in many countries today causing the PLAINTIFFS untold damages.

ONCE NOTICED IETF PUBLICATION CONSTITUTES AN INTENTIONAL ACT.

237. PLAINTIFFS assert that "once notified of an INFRINGEMENT that the IETF may not publish any RIGHT TO USE of those Intellectual Properties until such time as the Licensing on the Infringing Technology is resolved". That it knowingly publishes controlled IP in its Documents if it does so without proper releases proves intent to defraud. Further that with INTENT proven, that their intentional publication of a right to use license under Copyright control creates for the owners of unauthorized content in the publication to be entitled to standing in the copyright protections, and in this instance specifically those PERFORMANCE and ACCOUNTING rights that standard US Copyright protections provide.
238. PLAINTIFFS further allege in this complaint that the IETF chooses to ignore these laws and operates above them by also refusing to put in place DMCA compliance on the US Copyright it publishes all of its global standards under. PLAINTIFFS allege this is another direct act of IP Warfare between "the IETF which is run by the Internet Society and the People of the United States" who they are actively defrauding as such.
239. This then is an attack on American Values and the US Intellectual Property control system by the members of the Internet Society, its managing Board Members and those providing the funding to operate it. As such this constitutes a direct threat against the American way of Life and our commitment to private commerce.
240. **Hub and Spoke Elements:** As to how the Hub portions of the IETF conspiracy like the NEA Submarine Patent work, those technical-protocols are designed by members of the IETF like employees of Cisco or Juniper who in the real-world instance of Cisco NEA ("Network Endpoint Assessment") Protocol Development program withheld the information

it had an already issued patent. That means that Cisco Corporation intentionally started the proposal inside the IETF to create the NEA Working Group to produce the NEA Standard.

241. NEA is an important tool. Cisco was immediately joined by Defendant Juniper and the NEA standards group was chartered and operated. During its operations many documents were created and sometime after the end of the first 18 months of the Working Groups' existence someone in a PATENT SEARCH found a CISCO PATENT ISSUED ALREADY ON THE NEA PROTOCOL ITSELF WHICH WAS FORMALLY WITHHELD FROM THE IETF.

242. As part of its alleged MARKET MANAGEMENT ACTIONS Cisco itself also actively tracked Patents and published the PATENT TROLL TRACKER Website for the members of its IETF inner sanctum.

243. Juniper had full access to the Troll Tracker Website while the program was in active operations. It was functionally shut down in a settlement with John Ward Esq. (son of USDC Judge Ward of the Eastern District of Texas).

244. Mr. Ward's case was heard in Texarkana in civil court and sealed after being settled. We believe that the Troll Tracker Website was a key component in an overall set of actions at the standards community level to influence and manipulate the fate of the world by Silicon Valley High Tech workers.

245. The existence of the PATENT TROLL TRACKER Website documented Cisco's active participation in efforts to track and influence patents used in IETF Internet Standards as well naming PLAINTIFFS and others like USDC Judge Ward's son John as Patent Trolls or

parties in possession of patents then needed to either license or prevent the enforcement of as much as possible.

246. PLAINTIFFS assert as such the existence of this conspiracy is pretty simply demonstrated. PLAINTIFFS further allege that Cisco Corporation and their Employee Rick Frankel Esq, an Intellectual Property Attorney involved in the Cisco IETF Operations, ran the program to track patents which would be used to influence standards through the Website Called the Patent Trolls Site¹² as part of Cisco's internal actions in manipulating the Standards Community fully.

247. As it happens Cisco's NEA is a US6370629 PHASE-II Infringing Protocol and so PLAINTIFFS have it listed as one of the noticed protocols to the IETF which they may not use any of PLAINTIFFS' IP rights inside of.

The Anti-Patent Actions of the IETF Inner Circle Members

248. Additionally PLAINTIFFS allege that several members of the IETF inner circle (mostly from Northern European and Asian Countries) have espoused a philosophy of "the IETF will destroy US Patents and the US Courts' crazy awards in cases like NTP v. RIM." PLAINTIFFS simply point to the proven High-Tech Employment Antitrust matter that the courts are so familiar with and say that our matter is in fact another aspect of "because the IETF members - those same companies - have declared their actions in the Standards Community and in the realm of IP law or Employment Manipulations and the INTERNET are above the Law."

¹² See Patent Trolls litigation Ward v Cisco - Arkansas 4:08-cv-04022-JLH

As just one Example of Antitrust inside the IETF: CISCO's NEA.

249. PLAINTIFFS allege that the IETF is in itself a continuous and ongoing conspiracy between parties to create network standards.

250. That their (IETF's) actions fully meet the terms of a conspiracy when the partners to any Working Group intentionally VOTE TO SEND THEIR PROPOSED STANDARD to the IESG inside the IETF for Ratification because of misrepresentations of legal authority of the parties conveying it to the IETF in each and every document filed before the IETF per the terms of their BCP#78 and BCP#79 Documents.

251. This Process is documented in the IETF participation and contractual frameworks called BCP (Best Current Practices) #78 and #79. The PLAINTIFFS assert that once a Notice of Infringing Protocol is filed with the IETF IPR, any publication of an infringing standard which conveys a RIGHT TO THIRD PARTIES to use PLAINTIFFS' IP in any manner infringes and prevents PLAINTIFFS from exercising the Market Power of the Monopoly the US Government lawfully issued to PLAINTIFFS with the Publication of US6370629.

**IETF's actions to make their TITLE 17 Controls supersede
PLAINTIFFS' TITLE 35 RIGHTS.**

252. The alleged intent is that this would functionally set aside or nullify the PLAINTIFFS' IP protections under Title 35 in favor of the IETF's Title 17 publication rights something Congress clearly never intended for; that this would create dilution and impossibility for enforcements based on net effect of PLAINTIFFS being forced to sue individuals and end-users under the RIAA infringement proceeding models. This type of manipulation of the US Legal Framework is clearly an antitrust action. As such and with other acts inside the IETF, the PLAINTIFFS assert both horizontal and vertical conspiracies are operating herein.

COUNT 9 - US Government:19 USC 2904 violation; reciprocal nondiscriminatory treatment of International Patent (and IP complaints); FISA abuse, NAFTA violation, Violation of TRIPS and PCT agreements

253. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-252.

254. PLAINTIFFS are the owner of all rights, title, and interest in the PHASE-II Technologies as protected under the '629 patent, entitled "Controlling Access to Stored Information [with time and location]" duly and properly issued by the U.S. Patent and Trademark Office on in April of 2002.

255. The US Government refused (per the second-order requirements of 19 USC 2904) to prosecute¹³ a patent fraud based EEA and Sherman Act complaint filed with the FBI Sacramento office. One sent to SA Manny Alvarez as well as major case intake in Washington DC. The US Government refused to apply the requirements of the NAFTA and TRIPS and PCT agreements based on Congress' Intent therein. PLAINTIFFS assert that the Congressional Intent in the Treaties is that they would be enforced and that it was Congress and not the US Attorney General assuring the foreign nations we (the US) signed those agreements that all actions which were eligible for prosecution under the fraud deterrence program would be to ensure US investors overseas and Foreign investors here in the US and their Intellectual Property protections.

256. Without mandatory prosecutions for patent frauds the US Attorney General and not Congress becomes the Arbiter of the Treaty and the US Performance therein, also something Congress never intended.

(note - that refusal was in violation of 19 USC 2904 to enforce the requirements of the Reciprocal Non-discriminator Treatment of Fraud Complaints which are legitimate in form and warrant prosecution, and other trade related statutes)

257. PLAINTIFFS also assert US Government further interfered with their legal representation and access to the Courts per the 7th Amendment and in doing so has issued a FISA Warrant for PLAINTIFFS' Counsel in this matter based on PLAINTIFF Glassey and certain hacking incidents. That this warrant interferes with PLAINTIFFS' Counsels' ability to represent their client and violates the PLAINTIFFS' rights to access the Courts in an unimpeded manner.

COUNT 10 - California State Government: Lanham Act violation in diluting the Market Power of the Patent Protected and Copyright Protected IP rights of PLAINTIFFS, NAFTA violation, Violation of TRIPS and PCT agreements; Patent Infringement

258. PLAINTIFFS reallege and incorporate by reference the allegations set forth in paragraphs 1-257.

259. The State of California refused to prosecute a dual antitrust and patent fraud complaint filed with the CA AG's office and sent to SAAG Bob Morgester the specific attorney who handled the landmark California State Policy setting Criminal Prosecution in California v Beninsig.

260. Since this patent fraud matter pertains to patents in the US and other nations it brings the Sherman Act Sections One and Two naturally into any fraud complaint pertaining to more than one instance of a patent in any nation as a continuing or recurring act. It also brings the mandatory intent of Congress into regulate the State's refusal to prosecute the matter here.

261. In this matter, like DoJ the State of California refused to apply the same standard it created to prosecute Beninsig (as the implemented policy of the State pertaining to Patent Fraud) to PLAINTIFFS' matter while the State itself was both buying tens of billions of

dollars in infringing Equipment across the State from any number of the named defendants (Cisco, Juniper, Google, Apple, Microsoft, Oracle) and collecting taxation on their sales as a enforcement of a conversion without payment against PLAINTIFFS' rights. These actions constitute 5th Amendment Seizure and Conversion by the State in violation of its own Eminent Domain Act because of the staggering financial debt they would owe PLAINTIFFS if their rights were properly enforceable.

The State as an Intellectual Property Owner creates a dual-standard.

- 262.** Because the State maintains its own portfolio of patents which it licenses to parties the fact it refused to prosecute this patent fraud matter when it continued to both take Tax Revenue from Infringers and prevent PLAINTIFFS' recovery of their property, crossed the line between the State being an uninvolved co-conspirator to a direct participant and beneficiary of the proceeds of this fraud.
- 263.** This is further amplified when political contributions to the campaigns of those State Law Makers and the Governor himself from those parties massively infringing on our patent specifically for 'the prevention of PLAINTIFFS' rights being blocked by the State' or so it is alleged herein.

The Government's (State or Federal both) Actions in refusing to Prosecute CREATE a "Vertical CONSPIRACY" under the Sherman Act.

- 264.** PLAINTIFFS further assert when a State or the Federal Government collects tax revenue from infringers and refuses prosecution that the collection of an Income or specifically a

sales tax completes the Conspiracy Chain for the Horizontal Conspiracy under the Sherman Act the PLAINTIFFS allege herein.

265. The collection of any revenue to the State from the proceeds of a criminal action is again another criminal action for the duration that the State continues to so abuse the US Patent system.

266. These claims for the State's subsidizing of the named infringers include the State of California's purchase of infringing systems from Defendants Cisco and Juniper both as well as Software infringing systems from Google, Apple, Microsoft and Oracle as named defendants herein.

267. As such the PLAINTIFFS assert the financial exchange in the form of tax collection completes the Government's standing as a financial benefactor of the fraud itself. And as such further a partner to it when they refuse at the County and State or Federal Level to stop the ongoing criminal concern

Sales Tax revenues collected by California against the unlawful sale of PLAINTIFFS' IP constitute the State's hand in furthering the alleged Conspiracy.

268. The Government's allowing one party to infringe PLAINTIFFS' IP and not prosecute constitutes functional conversion under the Fifth Amendment of PLAINTIFFS' Property without payment. Something neither the US Government or State of California may do under their respective Constitutions and the US Constitution.

DEMAND FOR JURY TRIAL

269. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, PLAINTIFFS

respectfully request a trial by jury of all issues properly triable by jury

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for relief as follows:

- a. FOR ALL DEFENDANTS (excepting USG and State of California): For a judgment declaring that Defendants have infringed the PLAINTIFFS' IP Enforcement rights for PHASE-II Technologies as protected under the US6370629 family of filings.
- b. For a judgment that MICROSEMI and its partners named violated the Sherman Act Sections One and Two in their Operation of a Continuing Offense against PLAINTIFFS.
- c. For a judgment that MICROSEMI also violated the Clayton Act in its refusal to acknowledge and be bound by the Settlement Agreement as its terms mandate.
- d. For a judgment awarding PLAINTIFFS compensatory damages as a result of Defendants' infringement of the PLAINTIFFS' Patents, together with interest and costs, and in no event less than a reasonable royalty.
- e. For a judgment declaring that Defendants' infringement of PLAINTIFFS' Patents has been willful and deliberate.
- f. For a judgment awarding PLAINTIFFS treble damages and pre-judgment interest under 35 U.S.C. § 284 as a result of Defendants' willful and deliberate infringement of the PLAINTIFFS' PHASE-II Enforcement rights under the US6370629 Patents.
- g. For an Order finding that "Any Patent Protected Intellectual Properties pertaining to Computer Methods [which a Standards Agency such as the IETF included within] a

Standard will automatically entitle the Owners of those rights to Copyright Act protected 'Performance Rights' against the execution of programs which contain the infringing code".

- h. For DEFENDANT USG: an Order to the USPTO to reset the INVENTOR on US6393126 to PLAINTIFF Glassey and PLAINTIFF McNeil; and to properly assign it to them as an unlicensed component of their properties.
- i. Per MICROSEMI and SHERMAN Act Claim 3, an Order from this Court to the IRS fully qualifying and acknowledging the full loss value of the Property sold to the PLAINTIFFS by the US Bankruptcy Court in 01-54207-MM. That being the assets of CERTIFIEDTIME INC. PLAINTIFFS at this time want to take that entire loss as a tax write down with IRS. It is exactly five point two million US Dollars in Claims before the Bankruptcy Estate and the ten thousand in cash to allow the Clerk to complete the processing and pay the Attorneys in the case since the Debtor was broke. PLAINTIFFS seek an Order to IRS qualifying this as a 5.21M USD Loss based on the US District Court's unwillingness to review the Sale Order in any form or to set it aside so that PLAINTIFFS could re-litigate the recovery of their property from MICROSEMI and its agents.
- j. For DEFENDANT USG: For an Order to the US treasury, IRS Division "under the provisions of IRC 165 and the Madoff extensions created in the 2009/09 updates to IRC165 "recognizing the PLAINTIFFS' total loss of enforcement rights to date against US6370629 in all six jurisdictions" and in doing so authorizing a Full-Loss Write-down of all pre-recovery values for the US6370629 instances filed and then abandoned including but not limited to those in Japan, Canada, the EU, South Africa and Brazil at a

fair valuation as determined by this the trial court; PLAINTIFFS will work with the IRS and this the Trial Court to create a tracking and identification model for new and existing infringements as part of this.

- k. For DEFENDANT USG: For an order to the US DoJ terminating any use of FISA or any other action which interferes with a civil attorney's ability to represent their client in any Civil Proceedings whatsoever. Issue a Court Ruling that FISA matters must pertain to a criminal filing and nothing else, and that no NSL may be issued for use in any civil matter in the Courts because of the numbing effect it has on the Bill of Rights, and that parties' access to the Court to ensure Due Process is not denied to PLAINTIFFS under First, Fifth, Seventh and Fourteenth Amendment considerations.

INJUNCTIVE RELIEF REQUESTED¹⁴

- l. And for the US Constitution itself: a ruling that additionally under both Title 17 pursuant to the Performance Rights Argument and Patent Infringement injunctions per Title 35 (35 U.S.C. § 283), a grant of a permanent injunction pursuant to, enjoining the Defendants from further acts of infringement.
- m. For Defendants USG and the State of California: the issuance of an Injunction barring any Government Law Enforcement entity empowered to operate by the US constitution "from refusing to prosecute frauds around [private citizens'] intellectual properties (patents in this case) while both the State [of California] and the US Government continue both to license other patents they hold in their names to the public" and for which both entities continue to purchase infringing equipment, systems and computers

¹⁴ The Injunctive Relief Requested fully meets the four key requirements set See eBay Inc. v. MercExchange, LLC, 547 U.S. 388, 394 (2006); Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 24–31 (2008)

from Companies paying them sales taxes on those events. The reason is since they always prosecute frauds against the State of Federal Government themselves, the State and US Governments' *refusal to prosecute* sets a standard of different enforcement entitlement for patents owned by a State or the US Government then in violation of 35 USC as well as the PLAINTIFFS' seventh amendment rights in access to the US Court System.

- n. CLEAN UP the USBK/San Jose Sale of DEBTOR CertifiedTime Inc and all of the properties (especially those in Japan in AMANO's possession) and PLAINTIFFS' losses therein. PLAINTIFFS seek a formal order either recognizing the value of the PLAINTIFFS' loss to the IRS for use in US Tax Accounting for the PLAINTIFFS, and additionally if this court is so inclined, the review of that order finally and the setting the actual sale order aside or ordering it finally enforced.
- o. For a judgment declaring that this case is exceptional and awarding PLAINTIFFS their expenses, costs, and attorneys fees in accordance with 35 U.S.C. §§ 284 and 285 and Rule 54(d) of the Federal Rules of Civil Procedure.
- p. For such other and further relief as the Court deems just and proper.

Respectfully submitted, 11-13-2014

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