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NOMADIX, INC.  
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11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
13 WESTERN DIVISION  
14

15 NOMADIX, INC.,

16 Plaintiff,

17 v.

18 GUEST-TEK INTERACTIVE  
19 ENTERTAINMENT LTD.,

20 Defendant.  
21

Case No.

2:16-cv-08033

**COMPLAINT FOR BREACH  
OF CONTRACT**

**and**

**DEMAND FOR JURY TRIAL**  
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1 Plaintiff Nomadix hereby complains of Defendant Guest-Tek Interactive  
2 Entertainment Ltd. and alleges as follows:

3 **JURISDICTION, PARTIES, AND VENUE**

4 1. Plaintiff Nomadix and Defendant Guest-Tek Interactive Entertainment  
5 Ltd. entered into a written license agreement with effective date December 30,  
6 2010 (the “License Agreement”). This Complaint states a cause of action for  
7 breach of contract—specifically, for breach of the License Agreement. This Court  
8 has subject-matter jurisdiction under 28 U.S.C. § 1332(a).

9 2. Plaintiff Nomadix is a Delaware corporation having its principal place  
10 of business at 30851 Agoura Road, Suite 102, Agoura Hills, California 91301.

11 3. Defendant Guest-Tek Interactive Entertainment Ltd. (“Guest-Tek”) is  
12 an Alberta corporation having its principal place of business at Suite 600,  
13 777 8 Ave SW, Calgary, Alberta T2P 3R5, Canada.

14 4. The amount in controversy exceeds \$75,000, exclusive of interest and  
15 costs. Nomadix estimates that its damages exceed \$11,000,000.

16 5. The License Agreement specifies that disputes arising under the  
17 contract shall be brought in the United States District Court for the Central District  
18 of California. Under the License Agreement, with respect to Nomadix’s claim for  
19 breach of contract, Guest-Tek has consented to the Court’s exercise of personal  
20 jurisdiction over Guest-Tek. Guest-Tek has also waived any objections to venue in  
21 the present judicial district and to the Court’s exercise of personal jurisdiction over  
22 Guest-Tek.

23 6. Guest-Tek sells or uses network devices in connection with Internet-  
24 access services it provides to hotels and other properties. For example, Guest-Tek  
25 offers the OneView Internet solution and RendezView solution.

26 7. Guest-Tek owns and operates the website at [www.guesttek.com](http://www.guesttek.com).

27 8. On its website, Guest-Tek states: “GuestTek’s OneView Internet  
28 solution (OVI) provides fast and reliable connectivity for your property, seamlessly

1 connecting your guests across all floors. Our High Speed Internet solution (HSIA)  
2 scales to help your property overcome increasingly complex internet and network  
3 challenges, with intelligent point of access designed to suit your guest's  
4 applications and bandwidth needs.”

5 9. On its website, Guest-Tek states: “GuestTek’s RendezView  
6 conferencing service platform extends your properties capabilities to improve  
7 efficiency, reduce costs and increase revenue. [¶] Turn your basic HSIA in your  
8 conference space into an a la carte menu of network provisioning options and  
9 captive portal page experiences.” Guest-Tek’s website also indicates that  
10 RendezView’s features and functionality include “[b]andwidth dedication and  
11 shaping.”

12 10. Guest-Tek provides services based on its OneView Internet solution  
13 to numerous properties, including several hotels within this judicial district,  
14 including the JW Marriott Los Angeles L.A. LIVE at 900 West Olympic  
15 Boulevard, Los Angeles, California 90015; the Extended Stay America – Orange  
16 County – John Wayne Airport at 4881 Birch St., Newport Beach, California  
17 92660; and the Irvine Marriott at 18000 Von Karman Avenue, Irvine, California  
18 92612. As a result, Guest-Tek owes Nomadix royalties under the License  
19 Agreement in connection with these properties but has failed to pay Nomadix the  
20 royalties it owes.

21 11. In connection with its royalty obligations under the License  
22 Agreement, Guest-Tek has sent reports to Nomadix in this judicial district; and  
23 although Guest-Tek has underpaid Nomadix overall, Guest-Tek has made  
24 payments under the License Agreement to Nomadix in this judicial district.  
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**FIRST CLAIM FOR RELIEF:  
BREACH OF CONTRACT**

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3 12. In 2009, Nomadix sued Guest-Tek in this judicial district for  
4 infringement of six Nomadix patents in a case captioned *Nomadix, Inc. v. Hewlett-*  
5 *Packard Co. et al.*, No. CV09-08441 (the “2009 Litigation”). Nomadix eventually  
6 added a claim against Guest-Tek for infringement of a seventh Nomadix patent.  
7 Guest-Tek filed counterclaims for declaratory judgment of noninfringement and  
8 invalidity of those seven Nomadix patents.

9 13. In late December 2010, Nomadix and Guest-Tek settled their claims  
10 against one another in the 2009 Litigation. As part of the settlement, Nomadix and  
11 Guest-Tek entered into the License Agreement. Exhibit 1 to this Complaint is a  
12 true and correct copy of the License Agreement as originally executed, excluding  
13 the original Schedule B.

14 14. The License Agreement is a valid and enforceable written contract  
15 binding on Nomadix and Guest-Tek.

16 15. Under the License Agreement, Nomadix granted Guest-Tek a royalty-  
17 bearing, limited, nonexclusive license under the patents involved in the 2009  
18 Litigation and certain related patents. Starting in 2011, the license authorizes  
19 Guest-Tek to include functionality patented under the licensed Nomadix patents in  
20 Guest-Tek’s OneView Internet devices and services, RendezView devices and  
21 services, and other devices and services, as long as those devices and services are  
22 used or provided as a result of, or in connection with, business or services provided  
23 by Guest-Tek to a particular hotel or other property located in the United States.

24 16. Nomadix has performed all or substantially all of its obligations under  
25 the License Agreement, and by granting Guest-Tek this license, Nomadix has  
26 satisfied all conditions precedent, if any, to Guest-Tek’s performance of its  
27 payment obligations under the License Agreement. Nomadix has made a good-  
28 faith effort to comply with all its substantive obligations under the License

1 Agreement. Guest-Tek has not notified Nomadix of any alleged breaches by  
2 Nomadix of the License Agreement.

3 17. On information and belief: Since 2011, Guest-Tek's OneView  
4 Internet devices and services have been used as a result of, or in connection with,  
5 business or services provided by Guest-Tek to over 2,500 U.S. hotel properties.

6 18. On information and belief: During each quarter beginning with the  
7 third quarter of 2012, Guest-Tek's OneView Internet devices and services have  
8 been used as a result of, or in connection with, business or services provided by  
9 Guest-Tek to over 2,000 U.S. properties.

10 19. During each quarter beginning with at least the third quarter of 2012,  
11 Guest-Tek's OneView Internet devices and services have included functionality  
12 patented under at least one Nomadix patent licensed under the License Agreement.  
13 For example, the patented functionalities that Guest-Tek's OneView Internet  
14 devices and services have included relate to captive portals, authentication,  
15 integration with property management systems, and bandwidth management.

16 20. On information and belief: Guest-Tek has represented to one or more  
17 U.S. customers of its OneView Internet solutions that Guest-Tek has a license to  
18 Nomadix patents.

19 21. On information and belief: Guest-Tek has represented to one or more  
20 U.S. customers of its OneView Internet solutions that Guest-Tek has a license to  
21 Nomadix patents that protects Guest-Tek or its customers from a patent-  
22 infringement lawsuit by Nomadix in connection with the OneView Internet  
23 solution.

24 22. One of Guest-Tek's co-defendants in the 2009 Litigation was iBAHN  
25 Corporation. In the 2009 Litigation, Nomadix alleged that iBAHN Corporation had  
26 infringed six of the seven Nomadix patents that Nomadix had asserted against  
27 Guest-Tek. iBAHN General Holdings Corporation eventually intervened in the  
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