

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

UNILOC 2017 LLC,  Plaintiff,  v.  ZTE (USA), INC. and ZTE (TX), INC.,  Defendants.	Case No.  PATENT CASE  JURY TRIAL DEMANDED
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**COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff, Uniloc 2017 LLC (“Uniloc”), for its complaint against defendants, ZTE (USA), Inc. and ZTE (TX), Inc. (together, “ZTE”), alleges:

**THE PARTIES**

1. Uniloc 2017 LLC is a Delaware limited liability company, having addresses at 1209 Orange Street, Wilmington, Delaware 19801; 620 Newport Center Drive, Newport Beach, California 92660; and 102 N. College Avenue, Suite 303, Tyler, Texas 75702.

2. ZTE (USA), Inc. is a New Jersey corporation, having a principal place of business at 2425 North Central Expressway, Suite 800, Richardson, Texas 75080. ZTE (USA), Inc. may be served with process through its registered agent for service in Texas: Jing Li, 2425 North Central Expressway, Suite 800, Richardson, Texas 75080.

3. ZTE (TX), Inc. is a Texas corporation, having a principal regular and established place of business at 2500 Dallas Parkway, Plano, Texas 75093. ZTE (USA), Inc. may be served with process through its registered agent for service in Texas: Ferguson, Braswell & Fraser, P.C., 2500 Dallas Parkway, Suite 501, Plano, Texas 75093.

4. ZTE makes, uses, offers for sale, sells and imports products for sale to customers in this judicial district, including those accused of infringement.

### **JURISDICTION**

5. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271, *et seq.* This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

### **CLAIM FOR PATENT INFRINGEMENT**

6. Uniloc is the owner, by assignment, of U.S. Patent No. 7,020,106 (“the ’106 Patent”), entitled RADIO COMMUNICATION SYSTEM, which issued March 28, 2006. A copy of the ’106 Patent is attached as Exhibit A.

7. The ’106 Patent describes in detail, and claims in various ways, inventions in systems and devices developed by Koninklijke Philips Electronics N.V. for improved communication of data therebetween using a plurality of modes and channels.

8. The ’106 Patent describes problems and shortcomings in the then-existing field of communications between portable devices and describes and claims novel and inventive technological improvements and solutions to those problems and shortcomings.

9. The written description of the ’106 Patent describes in technical detail each of the limitations of the claims, allowing a person of ordinary skill in the art to understand what the limitations cover and how the combination of claim elements differed markedly from and improved upon what may have been considered conventional or generic.

10. ZTE imports, uses, offers for sale, and sells in the United States numerous electronic devices implementing Bluetooth version 3.0 + HS and above, including the following: ZTE nubia V18, ZTE nubia N3, ZTE Blade V9 Vita, ZTE Blade V9, ZTE Tempo Go, ZTE Blade A3, ZTE Blade A6, ZTE Maven 2, ZTE Blade X, ZTE Axon M, ZTE nubia Z17s, ZTE

nubia Z17 miniS, ZTE nubia Z17 lite, ZTE Blade Z Max, ZTE Grand X View 2, ZTE Blade V7 Plus, ZTE nubia N2, ZTE nubia M2, ZTE nubia M2 lite, ZTE nubia M2 Play, ZTE nubia Z17, ZTE Axon 7s, ZTE Max XL, ZTE nubia Z17 mini, ZTE Blade A520, ZTE nubia N1 lite, ZTE Blade V8 Mini, ZTE Blade V8 Lite, ZTE Hawkeye, ZTE Blade V8 Pro, ZTE Blade V8, ZTE Axon 7 Max, ZTE Grand X4, ZTE nubia Z11 mini S, ZTE Axon 7 mini, ZTE Zmax Pro, ZTE nubia N1, ZTE nubia Z11 Max, ZTE nubia Z11, ZTE Grand X Max 2, ZTE nubia Z11 mini, ZTE Blade L5 Plus, ZTE Blade V Plus, ZTE Blade A610, ZTE Blade A512, ZTE Axon Max, ZTE nubia Prague S, ZTE Blade S7, ZTE Axon mini, ZTE Axon Lux, ZTE Blade S6, ZTE Star 2, ZTE Grand Memo II LTE, ZTE Warp 4G, ZTE Vital N9810, ZTE Geek V975, ZTE Grand Memo V9815, ZTE Grand S, ZTE Blade Force, ZTE Tempo X, ZTE Blade A601, ZTE Blade A2 Plus, ZTE Blade V7 Max, ZTE Warp 7, ZTE Axon 7, ZTE Blade A452, ZTE Blade V7, ZTE Blade A2, ZTE Blade A910, ZTE Blade V7 Lite, ZTE Grand X 3, ZTE Avid Plus, ZTE Blade X9, ZTE Blade X5, ZTE Blade X3, ZTE Axon, ZTE Zmax 2, ZTE Axon Elite, ZTE nubia My Prague, ZTE Boost Max+, ZTE Blade A460, ZTE Blade D6, ZTE Axon Pro, ZTE Blade A410, ZTE Obsidian, ZTE Grand X2, ZTE Sonata 2, ZTE Blade Apex 3, ZTE Maven, ZTE Blade Q Pro, ZTE Blade Qlux 4G, ZTE nubia Z9, ZTE Blade S6 Plus, ZTE nubia Z9 Max, ZTE nubia Z9 mini, ZTE Open L, ZTE Grand S3, ZTE Blade L3 Plus, ZTE Blade L3, ZTE Blade G, ZTE V5 Lux, ZTE Imperial II, ZTE Grand X Max+, ZTE Grand X Plus Z826, ZTE Speed, ZTE Grand S II, ZTE Grand S Pro, ZTE Zinger, ZTE Grand Xmax, ZTE Zmax, ZTE Blade Vec 4G, ZTE Blade Vec 3G, ZTE Kis 3 Max, ZTE nubia Z5S mini NX405H, ZTE nubia Z7, ZTE nubia Z7 Max, ZTE nubia Z7 mini, ZTE Blade L2, ZTE Blade G2, ZTE Redbull V5 V9180, ZTE Star 1, ZTE nubia X6, ZTE Iconic Phablet, ZTE Sonata 4G, ZTE Grand S II S291, ZTE nubia Z5S, ZTE nubia Z5S mini NX403A, ZTE Grand S Flex, ZTE Blade Q Maxi, ZTE Blade Q, ZTE

Blade V, ZTE Blade G V880G, ZTE Reef, ZTE Imperial, ZTE Blade III Pro, ZTE Grand X Pro, ZTE Grand X2 In, ZTE Grand X Quad V987, ZTE Blade III Pro, ZTE Blade C V807, ZTE Director, ZTE Avid 4G, ZTE nubia Z5, ZTE Flash, ZTE Warp Sequent, ZTE Grand X LTE T82, ZTE Era, ZTE PF112 HD, ZTE Orbit, ZTE Blade II V880+, AT&T Primetime, AT&T TREK 2HD, ZTE ZPAD8, ZTE Tania and ZTE Warp (collectively “Accused Infringing Devices”).

11. The Accused Infringing Devices use a first device as a transceiver to transmit information to another Accused Infringing Device at a Basic Rate/Enhanced Data Rate (BR/EDR) in accordance with the Bluetooth version 3.0 + HS or higher specification and the receiving device then transmits information to the master device.

12. In such communications, the BR/EDR radio is used to perform discovery, association, connection establishment, and connection maintenance.

13. Once a connection has been established between a pair of Accused Infringing Devices using BR/EDR, the first device can discover whether the second device has a common AMP and cause transmission of data traffic to be moved from BR/EDR to AMP controller(s).

14. The Accused Infringing Products can also communicate wirelessly with each other via an Alternate MAC/PHY (AMP) physical link and using WiFi (such as IEEE 802.11).

15. ZTE has infringed, and continues to infringe, the '106 Patent in the United States, including claims 15-17, by offering for sale, selling, and importing the Accused Infringing Devices.

16. ZTE knowingly and intentionally incorporates into the Accused Infringing Devices components and software that enable the devices to operate automatically as described above to infringe the '106 Patent.

17. In its marketing, promotional, and instructional materials, including those identified below, ZTE intentionally instructs its customers to use the Accused Infringing Devices in a manner that causes the devices to operate in accordance with Bluetooth version 3.0 + HS and above functionality.

18. ZTE has infringed, and continues to infringe, claims 15-17 of the '106 Patent by actively inducing others to use, offer for sale, and sell the Accused Infringing Devices. ZTE's customers who use those devices in accordance with ZTE's instructions infringe claims 15-17 of the '106 Patent. ZTE intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installation and user guides, and other instructional and marketing materials, such as those located at:

- [www.zteusa.com](http://www.zteusa.com)
- [www.zteusa.com/\[device name, e.g. "blade-z-max"\]](http://www.zteusa.com/[device name, e.g. )
- [www.zteusa.com/products/smartphone](http://www.zteusa.com/products/smartphone)
- [www.zteusa.com/products/all-phones](http://www.zteusa.com/products/all-phones)
- [www.zteusa.com/products/phones/carrier/straighttalk](http://www.zteusa.com/products/phones/carrier/straighttalk)
- [www.zteusa.com/compare/](http://www.zteusa.com/compare/)
- [www.zteusa.com/support\\_page/](http://www.zteusa.com/support_page/)
- [www.zteusa.com/media/wysiwyg/ZTE-Avid/ZTE\\_Avid\\_TM\\_4G\\_User\\_Manual\\_English\\_-\\_PDF\\_-\\_1.25MB\\_.pdf](http://www.zteusa.com/media/wysiwyg/ZTE-Avid/ZTE_Avid_TM_4G_User_Manual_English_-_PDF_-_1.25MB_.pdf)
- [www.zteusa.com/media/wysiwyg/zte-speed/ZTE\\_Speed\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_2.48MB\\_.pdf](http://www.zteusa.com/media/wysiwyg/zte-speed/ZTE_Speed_User_Guide_English_-_PDF_-_2.48MB_.pdf)
- <https://zte-iqorsupport.custhelp.com/ci/fattach/get/4028/0/filename/ZTE+BLADE+FORCE+User+Manual+V1.2-0911.pdfwww>.
- [https://zte-iqorsupport.custhelp.com/ci/fattach/get/85/0/filename/ZTE\\_nubia\\_5\\_User\\_Guide\\_English\\_-\\_PDF\\_-\\_207KB\\_.pdf](https://zte-iqorsupport.custhelp.com/ci/fattach/get/85/0/filename/ZTE_nubia_5_User_Guide_English_-_PDF_-_207KB_.pdf)

- [www.youtube.com/user/ZTEUSAInc](http://www.youtube.com/user/ZTEUSAInc)
- [www.youtube.com/user/ztedevice](http://www.youtube.com/user/ztedevice)
- [www.youtube.com/watch?v=z4AZL2F2oBo](http://www.youtube.com/watch?v=z4AZL2F2oBo)
- [www.youtube.com/watch?v=aGXD3tLP9OU](http://www.youtube.com/watch?v=aGXD3tLP9OU)
- [www.youtube.com/watch?v=B2PE86MRt3w](http://www.youtube.com/watch?v=B2PE86MRt3w)
- [www.youtube.com/watch?v=o4vKU-bC7Ew](http://www.youtube.com/watch?v=o4vKU-bC7Ew)
- [www.youtube.com/watch?v=Gm0V1csTUZc](http://www.youtube.com/watch?v=Gm0V1csTUZc)
- [www.youtube.com/watch?v=WrlGgwdlxUU](http://www.youtube.com/watch?v=WrlGgwdlxUU)
- [www.youtube.com/watch?v=fnWxgDAKCKc](http://www.youtube.com/watch?v=fnWxgDAKCKc)
- [www.youtube.com/watch?v=J3X0ZMyYCHE](http://www.youtube.com/watch?v=J3X0ZMyYCHE)
- [www.youtube.com/watch?v=HWIjMdDKTx4](http://www.youtube.com/watch?v=HWIjMdDKTx4)

19. ZTE has also infringed, and continues to infringe, claims 15-17 of the '106 patent by offering to sell, selling, and importing the Accused Infringing Devices which devices are used in the apparatuses of the '106 patent, and constitute a material part of the invention. ZTE knows portions of the Accused Infringing Devices to be especially made or especially adapted for use in infringement of the '106 patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use.

20. ZTE has had knowledge of the '106 Patent since, at the latest, the service of the complaint upon it in 2:18-cv-00306 in the Eastern District of Texas. ZTE has also been on notice of Uniloc's infringement allegations and theory of infringement since that date, and thus has known that its continued actions would induce and contribute to the infringement of claims of the '106 Patent. Despite that, and as further evidence of its intent, ZTE has refused to discontinue its infringing acts and has also induced infringement by failing to remove or

distinguish infringing features of the Accused Infringing Devices or otherwise place a non-infringing limit on its use.

21. By the time of trial, ZTE will have known and intended (since receiving such notice) that its continued actions would actively induce and contribute to the infringement of claims 15-17 of the '106 Patent.

22. ZTE may have infringed the '106 Patent through other software and devices utilizing the same or reasonably similar functionality, including other versions of the Accused Infringing Products.

23. Uniloc has been damaged by ZTE's infringement of the '106 Patent.

#### **PRAYER FOR RELIEF**

Uniloc requests that the Court enter judgment against ZTE:

- (A) declaring that ZTE has infringed the '106 Patent;
- (B) awarding Uniloc its damages suffered as a result of ZTE's infringement of the '106 Patent;
- (C) awarding Uniloc its costs, attorneys' fees, expenses, and interest, and
- (D) granting Uniloc such further relief as the Court finds appropriate.

#### **DEMAND FOR JURY TRIAL**

Uniloc demands trial by jury, under Fed. R. Civ. P. 38.

Date: November 17, 2018

Respectfully submitted,

/s/ Kevin Gannon

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